NOT FOR PUBLICATION WITHOUT THE
APPROVAL OF THE APPELLATE DIVISION

SUPERIOR COURT OF NEW JERSEY
APPELLATE DIVISION
DOCKET NO. A-5503-14T4
A-0727-15T2

JOSHUA HAINES,

Plaintiff-Appellant,

v.

JACOB W. TAFT, BONNIE L. TAFT, jointly, severally and/or in the alternative,

Defendants-Respondents,

and

JOHN MCHENRY,

Defendant.

TUWONA LITTLE,

Plaintiff-Appellant,

v.

JAYNE NISHIMURA,

Defendant-Respondent.

APPROVED FOR PUBLICATION

June 1, 2017

APPELLATE DIVISION

Argued (A-5503-14) and Submitted (A-0727-15)
April 27, 2017 – Decided June 1, 2017

Before Judges Lihotz, O'Connor and Mawla.

On appeal from Superior Court of New Jersey, Law Division, Camden County, Docket Nos. L-4310-13 and L-0536-14.

Vincent A. Campo argued the cause for appellant Joshua Haines in A-5503-14 (Mr. Campo, on the brief).

Michael J. Marone argued the cause for respondents Jacob W. Taft and Bonnie L. Taft in A-5503-14 (McElroy, Deutsch, Mulvaney & Carpenter, L.L.P., attorneys; Mr. Marone, of counsel and on the brief; Eric G. Siegel, on the brief).

Susan Stryker argued the cause for amicus curiae Insurance Council of New Jersey and The Property Casualty Insurers Association of America (Bressler, Amery & Ross, P.C., attorneys, Ms. Stryker, of counsel and on the brief).

Stephen J. Foley, Jr., argued the cause for amicus curiae, The New Jersey Defense Association (Campbell, Foley, Delano & Adams, LLC, attorneys, Mr. Foley, on the brief).

Petrillo & Goldberg, PC, attorneys for appellant Tuwona Little in A-0727-15 (Jeffrey M. Thiel, on the brief).

McElroy, Deutsch, Mulvaney & Carpenter, L.L.P., attorneys for respondent Jayne Nishimura in A-0727-15 (Michael J. Marone, of counsel and on the brief; Eric G. Siegel, on the brief).

Bressler, Amery & Ross, P.C., attorneys for amicus curiae Insurance Council of New Jersey and The Property Casualty Insurers Association of America (Susan Stryker, of counsel and on the brief).

Campbell, Foley, Delano & Adams LLC, attorneys for amicus curiae, New Jersey Defense Association (Stephen J. Foley, Jr., on the brief).

The opinion of the court was delivered by

O'CONNOR, J.A.D.

These back-to-back automobile negligence actions are addressed in a single opinion because they share a common legal question. In their respective actions, plaintiff Joshua L. Haines and plaintiff Tuwona Little sought to recover medical expenses that exceeded the $15,000 personal injury protection (PIP) limits provided in each plaintiff's automobile insurance policy. The judges reviewing these matters each entered an order barring the admission of these expenses; Haines and Little now appeal from those respective orders.

The Insurance Council of New Jersey, the Property Casualty Insurers Association of America, and the New Jersey Defense Association were granted amicus curiae status and filed briefs advocating the position presented by defendants, urging an insured may not recover such expenses from a tortfeasor. Therefore, the question presented is whether N.J.S.A. 39:6A-12 precludes the recovery of medical expenses above those collectible or paid under an insured's PIP provision in a standard automobile insurance policy, including medical expenses

exceeding any elected PIP option allowed in a standard policy pursuant to N.J.S.A. 39:6A-4.3(e).

For the reasons that follow, we conclude it does not and reverse both orders.

I

A

In his complaint, Haines sought damages for the injuries he sustained in an automobile accident he claims was caused by the negligence of defendants Jacob W. Taft and John McHenry.[1] Defendant Bonnie L. Taft owned the car Taft was driving.[2] At the time of the accident, Haines lived in his father's household and was covered under his father's standard automobile insurance policy. That policy was subject to the limitation on lawsuit threshold, see N.J.S.A. 39:6A-8(a) and 8.1(a), and provided PIP coverage of $15,000, with a $2500 deductible.

Although Haines' father, the named insured, designated his health insurance provider as the primary payer of PIP benefits, see N.J.S.A. 39:6A-4.3(d), Haines did not have health insurance at the time of the accident. Under the terms of the policy,

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[1] On February 20, 2015, the court entered an order granting defendant McHenry summary judgment dismissal. Haines has not appealed from this order.

[2] For ease of reference, unless otherwise specified, we refer to defendants Jacob W. Taft and Bonnie L. Taft as "Taft."

Haines' lack of health insurance mandated he pay a penalty of $750 in addition to the $2500 deductible. The policy further provided he was responsible for a twenty percent copayment for each medical bill incurred above the deductible and penalty, which when aggregated was $3250, and the sum of $5000.

As a result of the injuries he sustained, Haines incurred $43,000 in medical bills, leaving $28,000 in unreimbursed medical expenses after the $15,000 in PIP benefits was exhausted. Before trial, Haines dismissed his claim for non-economic damages, but sought to recover from Taft the $28,000 in uncompensated medical expenses. Thereafter, the court granted defendant Taft's motion to bar Haines from introducing into evidence the $28,000 in medical bills not covered by PIP benefits. While not entirely clear from the record, it appears when the court granted Taft's motion, no other issues remained and the complaint was dismissed.

B

In her complaint, Little alleged she suffered injuries in a car accident she claimed was caused by defendant Jayne Nishimura's negligence. At the time of the accident, Little was also covered under a standard automobile insurance policy. She had selected the limitation on lawsuit option and a $15,000 limit of her PIP benefits, with a $500 deductible. The policy

also provided she pay twenty percent of those bills between the deductible amount and $5000.

By the time of trial, Little had incurred $25,488 in medical expenses, and sought to recover from Nishimura the $10,488 in medical bills not satisfied by PIP benefits. Before trial, the court granted Nishimura's motion to bar the admission of any bill that exceeded the PIP limits in Little's policy.

The jury found Little did not vault the limitation on lawsuit threshold, and a judgment was entered dismissing her complaint.[3] Although the jury found Little was not entitled to non-economic damages, were it not for the trial court's ruling, Little would have pursued her claim for those medical bills exceeding the $15,000 limit of her PIP benefits.

II

On appeal, Haines and Little contend the trial courts in their respective actions erred by barring the introduction of medical bills that exceeded the $15,000 limit in PIP benefits provided in each plaintiff's policy. The issue is one of statutory construction, which we review de novo. State ex rel. K.O., 217 N.J. 83, 91 (2014).

[3] Little does not appeal from this judgment.

N.J.S.A. 39:6A-12 and N.J.S.A. 39:6A-2(k) principally control the resolution of the issue presented on appeal. N.J.S.A. 39:6A-12 (Section 12) provides in pertinent part:

> Except as may be required in an action brought pursuant to . . . [N.J.S.A. 39:6A-9.1], evidence of the amounts collectible or paid under a standard automobile insurance policy pursuant to . . . [N.J.S.A. 39:6A-4 and N.J.S.A. 39:6A-10], amounts collectible or paid for medical expense benefits under a basic automobile insurance policy pursuant to . . . [N.J.S.A. 39:6A-3.1] and amounts collectible or paid for benefits under a special automobile insurance policy pursuant to . . . [N.J.S.A. 39:6A-3.3], to an injured person, including the amounts of any deductibles, copayments or exclusions, including exclusions pursuant to . . . [N.J.S.A. 39:6A-4.3], otherwise compensated is inadmissible in a civil action for recovery of damages for bodily injury by such injured person.
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> . . . .
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> Nothing in this section shall be construed to limit the right of recovery, against the tortfeasor, of uncompensated economic loss sustained by the injured party.

N.J.S.A. 39:6A-2(k) defines "economic loss" as "uncompensated loss of income or property, or other uncompensated expenses, including, but not limited to, medical expenses."

There is no dispute the relevant language in the first paragraph of Section 12 makes inadmissible evidence of the amounts collectible or paid under a provision for PIP benefits

in a standard policy. If these amounts are not admissible, they are not recoverable. Defendants' specific contention is the first paragraph makes inadmissible evidence of the first $250,000 in medical expenses an insured incurs, because $250,000 is the PIP limit provided in a standard policy, unless otherwise requested by the named insured. Plaintiffs, on the other hand, claim this paragraph makes inadmissible only evidence of those medical expenses that have been or are eligible to be paid under an insured's PIP coverage provision. Given the controversy, we review the subject language of Section 12.

The first paragraph in Section 12 refers to "amounts collectible or paid under a standard automobile insurance policy pursuant to . . . [N.J.S.A. 39:6A-4]." A standard automobile insurance policy is defined as a "policy with at least the coverage required pursuant to . . . [N.J.S.A. 39:6A-4]." See N.J.S.A. 39:6A-2(n). N.J.S.A. 39:6A-4 states, in relevant part, that every standard automobile policy shall provide PIP benefits for the named insured and members of his family residing in his household in an amount not to exceed $250,000 per person per accident. However, benefits payable under N.J.S.A. 39:6A-4 are "subject to any option elected by the policyholder pursuant to . . . [N.J.S.A. 39:6A-4.3]."

N.J.S.A. 39:6A-4.3 requires automobile insurers to provide the options for PIP coverage set forth in this statute. These include "[m]edical expense benefits in amounts of $150,000, $75,000, $50,000 or $15,000 per person per accident." N.J.S.A. 39:6A-4.3(e). Additionally, N.J.S.A. 39:6A-4.3 provides if none of these four medical expense benefits options is chosen, the policy shall provide $250,000 in medical expense benefits coverage. Ibid.

Here, the named insureds on the policies providing coverage to plaintiffs chose the $15,000 medical expense benefit option. Plaintiffs do not contend defendants are responsible for the first $15,000 in medical bills they incurred, as these amounts have been satisfied by plaintiffs' respective PIP benefits and are undeniably inadmissible under Section 12. Plaintiffs do argue if they prove defendants are responsible for their medical expenses, defendants must compensate them for those medical expenses exceeding the $15,000 PIP limit, up to $250,000.

Defendants and amici argue defendants are not liable for any medical expenses between $15,000 and $250,000, contending a standard policy provides $250,000 in PIP benefits, unless a named insured affirmatively chooses one of the four options available for reduced PIP coverage. Therefore, they maintain all medical expenses up to $250,000 — the usual PIP limit in a

standard policy — are inadmissible, making plaintiffs' uncompensated medical bills between $15,000 and $250,000 inadmissible and unrecoverable.

We cannot agree the phrase in Section 12, "amounts collectible or paid under a standard automobile insurance policy pursuant," refers solely to the maximum PIP coverage, or $250,000, that is potentially available in a standard policy, because the statutory language expressly allows varying levels of PIP benefits paid or collectible under a standard policy. N.J.S.A. 39:6A-4.3(e). Specifically, PIP benefits under a standard policy are what a named insured chooses from the four options provided: $15,000, $50,000, $75,000, or $150,000; however, if the named insured fails to choose an option, he or she is deemed to have chosen, by default, $250,000 in PIP benefits.

Because a standard policy is capable of providing one of five different limits of PIP benefits, we reject the premise the subject language in Section 12 only refers to a standard automobile liability policy providing $250,000 in PIP benefits. In context, the language refers to those PIP limits in a standard policy covering the subject insured, making inadmissible only those medical expenses up to and including the PIP limits in that insured's standard policy. The "amounts

collectible or paid" referred to in Section 12 depend upon the limit of the insured's PIP coverage, which in this case is $15,000 for both plaintiffs. Therefore, plaintiffs are barred from admitting evidence of medical expenses up to that amount, but evidence of their medical expenses between $15,000 and $250,000 are admissible and recoverable against the tortfeasors, subject to other statutory limitations discussed below.

Defendants and amici urge Roig v. Kelsey, 135 N.J. 500 (1994), stands for the premise an injured insured may not recover medical expenses beyond the insured's PIP limits. In Roig, the defendant was a passenger in a vehicle struck from behind by an automobile driven by the plaintiff. The defendant incurred $1769 in medical expenses. Id. at 501. PIP benefits covered the defendant's medical bills, but for his copayment and deductible. Ibid. Specifically, the defendant sought to recover $538.80 from the plaintiff, who in turn filed a declaratory judgment action to establish his obligation to pay the disputed sum to the defendant. Id. at 511. At that time, the definition of economic loss in N.J.S.A. 39:6A-2(k) did not include uncompensated medical expenses.

The Court defined the issue before it as "whether N.J.S.A. 39:6A-12 . . . prohibits an injured party from recovering from a tortfeasor the medical-expense deductible and twenty-percent

copayment under a personal-injury-protection (PIP) policy." Roig, supra, 135 N.J. at 501. The Court concluded the Legislature intended the No-Fault Act, N.J.S.A. 39:6A-1 to -35, enacted in 1972, to bar this "type of fault-based recovery." Ibid.

In its opinion, the Court provided a comprehensive summary of the legislative history of the No-Fault Act, commenting the impetus behind its enactment was to address increasing automobile-insurance premiums and to eliminate the need to determine fault in a lawsuit before an injured party could recover medical expenses. Id. at 503. No-Fault benefits were to be provided to an injured insured regardless of fault and serve as the exclusive remedy for satisfying medical expenses. Ibid. As a trade-off, there was to be "either a limitation on or the elimination of conventional tort-based personal-injury lawsuits." Ibid. (quoting Oswin v. Shaw, 129 N.J. 290, 295 (1992)). As part of the "trade-off," Section 12 was enacted, providing:

> Evidence of the amounts collectible or paid pursuant to sections 4 and 10 of this act to an injured person is inadmissible in a civil action for recovery of damages for bodily injury by such injured person.
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> [Id. at 504.]

The purpose of prohibiting the introduction of evidence of PIP payments was to prevent double recovery. Id. at 512.

Significantly, the Court noted the kind of lawsuits the Legislature sought to eliminate were those pertaining to minor claims. Id. at 511. "[F]rom the inception of the no-fault statutory scheme, the Legislature intended to eliminate minor personal-injury-automobile-negligence cases from the court system." Id. at 510 (emphasis added). "[T]he proponents of the legislation anticipated that the elimination of minor personal-injury claims from the court system not only would reduce insurance premiums but also would provide prompt payment of medical expenses to injured parties." Id. at 503. After the No-Fault Act was passed, the Legislature amended this law in 1983, 1988, and 1990 "[i]n frequent attempts to lower the cost of insurance and eliminate minor personal-injury claims." Id. at 504.

One of the measures enacted and in effect at the time Roig was decided was that an insured pay a medical-expense deductible of $250 and a twenty-percent copayment.[4] Id. at 509. In Roig,

[4] Currently, an automobile insurer must provide named insureds the option of choosing $500, $1000, $2000, and $2500 in medical expense benefit deductibles. See N.J.S.A. 39:6A-4.3(a). Further, "[m]edical expense benefits payable in any amount between the deductible selected pursuant to subsection a. of

the defendant argued the provision in Section 12 providing an injured party the right to recover uncompensated losses from the tortfeasor included the right to recover uncompensated deductibles and copayments. Id. at 501.

The Court disagreed, finding that to allow the recovery of minor expenses, such as uncompensated deductibles and co-payments, would be contrary to the legislative intent to reduce minor claims from the court system. Id. at 515. The Court further remarked:

> [F]rom the inception of the no-fault statutory scheme, the Legislature intended to eliminate minor personal-injury-automobile-negligence cases from the court system. [Defendant]'s interpretation of section 12 would completely defeat that purpose and would produce congestion in the court system once again with minor personal-injury claims, which here total $538.80.
> . . .
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> Although we have not previously addressed this specific section 12 issue, both this Court and the lower courts have interpreted various other provisions of the No-Fault [Act]. An examination of those cases indicates that our courts have consistently recognized that the No-Fault [Act] was intended to be a trade-off between the prompt payment of medical expenses, regardless of fault, and a restriction on the right of an injured party to sue a tortfeasor for minor personal injuries stemming from automobile accidents.

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this section and $5,000.00 shall be subject to the copayment provided in the policy, if any." N.J.S.A. 39:6A-4.3.

> Legislators had hoped that that trade-off would result in lower premiums and the elimination of a substantial number of cases from the calendar.
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> [Id. at 510-11.]

Defendant and amici cite the following passage from Roig as supporting their argument the Legislature intended to bar an injured insured from recovering any medical bills in excess of an insured's PIP limits:

> We are satisfied that the Legislature never intended to leave the door open for fault-based suits when enacting the No-Fault [Act]. If we adopted [defendant]'s reading of the statute, courts would again feel the weight of a new generation of congestion-causing suits, and automobile-insurance premiums would again rise. If the Legislature disagrees with our interpretation of its intent, it is, of course, empowered to enact clarifying legislation.
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> [Id. at 516.]

Read in context with the entire opinion, we are satisfied this language references the litigation of minor medical expenses, such as copayments and deductibles, see id. at 515, not all medical expenses.[5] Consistent with the Legislature's

[5] Although the Roig Court did not identify what constitutes a "minor" medical expense, in the Court's summary of the legislative history of the No-Fault Act, the Court quoted from the Governor's First Annual Message of 1971, which informed, "The minor automobile negligence case, which ultimately results in a judgment of settlement under $3000, is a significant

goal of barring smaller, less consequential bills from being litigated, Roig recognized minor medical expenses collectible or paid for PIP deductibles and copayments are not admissible in evidence. Moreover, significant to our analysis is the fact this exclusionary provision in Section 12 remained intact even after the Legislature expanded the definition of "economic loss" in 1998 to include uncompensated medical expenses.

Defendants and amici next argue the Court in Roig held uncompensated copayments and deductibles were not recoverable, even though the language in Section 12 permitted recovery of uncompensated economic losses against a tortfeasor. From this, defendants and amici conclude medical expenses in excess of an insured's PIP limits must also be deemed unrecoverable. We decline to adopt this inferential interpretation.

First, as just noted, after Roig, the Legislature amended the definition of "economic losses" in Section 12 to specifically include uncompensated medical expenses, see N.J.S.A. 39:6A-2(k), yet preserved the provision excluding the amounts of copayments and deductibles from evidence.

Second, the Roig Court found the Legislature intended minor medical expenses be precluded from recovery because, if claims

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contributing factor to the backlog in the civil courts." Roig, supra, 135 N.J. at 510 (quoting Governor's First Annual Message (1971)).

of this nature were litigated, the court's docket would again surge, one of the problems the Legislature sought to address by enacting the No-Fault Act. See id. at 511. The Court also recognized the Legislature intended to bar the recovery of minor expenses, such as deductibles and copayments, as a trade-off for lower premiums. See ibid. In our view, copayments and deductibles are insufficiently analogous to the kind of expenses at issue here. Haines seeks to recover $28,000 and Little $10,488 in uncompensated medical expenses, hardly minor expenses.

Further, "[c]ompensated medical deductibles and co-payments are fixed and capable of calculation at the time the insured is issued the policy. It is the insured who determines what type of premium he or she will pay by selecting an appropriate deductible in exchange for a premium reduction." Bennett v. Hand, 284 N.J. Super. 43, 45-46 (App. Div. 1995). "Unlike deductibles and copayments, an accident victim can hardly be expected to anticipate the severity of his or her injuries, and the consequent expense of his or her medical care[,]" and "AICRA is devoid of any legislative intent to have insureds bargain for potentially bankrupting medical bills, in exchange for lower premiums." Wise v. Marienski, 425 N.J. Super. 110, 124-25 (Law Div. 2011).

We recognize the Roig Court observed if insureds choose one of the deductibles provided in a PIP policy in exchange for a lower premium and then sue to recover that deductible or the copayment provided in their respective policies,

> [insureds] choosing the highest deductible would have the best deal: the lowest premium and the right to recover the excluded expenses in court against the tortfeasor. . . . [The named insured], like all New Jersey motorists, paid a lower annual insurance premium because of the mandatory PIP medical deductible and copayment. To allow a claim for the deductible and the copayment would be antithetical to the entire No-Fault statutory scheme. That kind of recovery could be available only if the Legislature reinstituted a fault-based system.
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> [Roig, supra, 135 N.J. at 514.]

However, as just discussed, copayments and deductibles are different from other medical expenses and, after Roig, the Legislature significantly broadened the definition of "economic losses" to include uncompensated medical expenses. See N.J.S.A. 39:6A-2(k). In addition, having the right to recover a claim against a tortfeasor for medical expenses not covered by PIP does not result in a windfall to those who, in exchange for reduced PIP benefits, paid a lower premium. As observed in Wise:

> Plaintiffs are not having their cake and eating it, too. Their medical expenses are

> not instantly recoverable. Instead, they must file suit, go through the discovery process, and run the gauntlet of proving defendant's liability, as well as the necessity and reasonableness of the medical bills, to a jury. That process typically takes years. Even if they are successful in this endeavor, they will still have to collect their damages, which could be impossible if a defendant is uninsured, or underinsured. So, while plaintiffs have been able to recoup a portion of their medical expenses fairly quickly, they must now labor without the assuredness of the no-fault system and proceed through the tort system to, hopefully, recover the remainder. Moreover, if the excess medical expenses are recovered, it is not a windfall to plaintiffs, because these expenses are owed to their medical providers.
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> [Wise, supra, 425 N.J. Super. at 125.]

In essence, those who purchase PIP benefits for less than $250,000 in coverage get what they pay for. Although they pay less for PIP premiums, they relinquish the significant convenience of having substantial medical expenses paid without regard to fault, obviating the need to litigate against a tortfeasor, who ultimately may be judgment-proof.

Defendants and amici cite D'Aloia v. Georges, 372 N.J. Super. 246, 251 (App. Div. 2004), in support of their argument that, because we declined to permit the insured in that matter to recover uncompensated copayments and deductibles from the tortfeasor despite the inclusion of uncompensated medical

expenses in the definition of "economic losses", see N.J.S.A. 39:6A-2(k), we are similarly prohibited from permitting the recovery of medical expenses above an insured's PIP limits.

We reject this argument, as well. In D'Aloia we recognized, as we do here, the Roig Court determined the Legislature intended to prohibit lawsuits to recover PIP deductibles and co-payments, even though at that time Section 12 permitted the recovery of uncompensated economic losses. D'Aloia, supra, 372 N.J. Super. at 249. We also concluded the Legislature intended to continue precluding the recovery of copayments and deductibles from a tortfeasor despite expanding the definition of "economic losses" to include uncompensated medical expenses. Id. at 251. As we explained in D'Aloia:

> Reading sections 12 and section 2k in pari materia, State in the Interest of G.C., 179 N.J. 475, 481-82 (2004), we conclude that section 2k makes clear that "economic loss," which section 12 permits an accident victim to recover from the tortfeasor, includes uncompensated medical expenses. However, the AICRA amendments left unchanged the specific limitation in the first paragraph of section 12 which provides that the amounts of PIP deductibles and copayments are not admissible in automobile accident lawsuits. . . .
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> In Roig, the Supreme Court invited the Legislature to amend the statute if it disagreed with the Court's holding. [Roig, supra,] 135 N.J. at 516. We would expect that, if the amendment to [N.J.S.A. 39:6A-

> 2(k)] were intended as the Legislative response to Roig, it would have specifically referenced PIP copayments and deductibles. We would also expect that section 12 would have been amended to eliminate the provision that makes those expenses inadmissible in evidence. The Legislature did not make either of those changes.
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> In enacting AICRA, the Legislature also left intact a provision in N.J.S.A. 39:6A-4(e)(2), that prohibits an insurer or health provider from filing an action, under subrogation principles, to recoup "benefits paid pursuant to any deductible or copayment under this section." Similar language appears in N.J.S.A. 39:6A-4.3; AICRA did not modify that provision either. Thus, we conclude that the Legislature wanted to preclude both accident victims and their insurers from pursuing legal actions to recover PIP deductibles and copayments.
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> [Id. at 250-51.]

The fact the Legislature persisted in precluding a party from recovering copayments and deductibles after expanding the definition of "economic losses" in N.J.S.A. 39:6A-2(k) to include uncompensated medical expenses does not reveal, as defendants and amici suggest, an intention to bar accident victims from recovering medical expenses that exceed his or her PIP coverage limits.

Finally, it cannot be overstated that "[o]ur task . . . is to discern and give effect to the intent of the Legislature." State v. O'Driscoll, 215 N.J. 461, 474 (2013). "Courts should

be extremely reluctant to add terms to a statute, lest they usurp the Legislature's authority." DiNapoli v. Bd. of Educ. of Twp. of Verona, 434 N.J. Super. 233, 238 (App. Div.), certif. denied, 217 N.J. 589 (2014).

In summary, we hold Section 12 does not make inadmissible medical expenses between the PIP limit in an insured's standard automobile insurance policy and $250,000, less deductibles, copayments, or exclusions. Such expenses are a kind of uncompensated economic loss that an injured party may seek to recover against a tortfeasor. See N.J.S.A. 39:6A-12 and N.J.S.A. 39:6A-2(k). Because evidence of plaintiffs' medical expenses above those paid by their respective PIP policies are not inadmissible, the two orders under review are reversed.

We recognize an insured may incur medical expenses just above his or her PIP limits that arguably might be minor. Whether an insured is precluded from recovering such expenses from a tortfeasor is a question we neither reach nor foreclose. Here, however, it cannot be reasonably maintained plaintiffs' uncompensated medical expenses are minor.

We have considered defendants' and amici's remaining arguments, including the contention that, if an insured selects one of the four alternative options for PIP coverage, the amount between the limit chosen and $250,000 is an exclusion and

inadmissible. We conclude these remaining arguments are without sufficient merit to warrant discussion in a written opinion. R. 2:11-3(e)(1)(E).

Reversed.