SUPREME COURT OF NEW JERSEY

Lakita D. Murray v. Christopher B. Punina

A-51-24 (090246) (N.J. May 6, 2026) · No. A-51-24 (090246) · Decided May 6, 2026

SUMMARY

The Supreme Court of New Jersey held that future medical expenses falling within a claimant's personal injury protection coverage limits are "collectible" under N.J.S.A. 39:6A-12 and therefore inadmissible in a personal injury action against a tortfeasor. The Court concluded that N.J.S.A. 39:6A-12 applies to PIP benefits available through the Unsatisfied Claim and Judgment Fund. Because the future expenses should have been excluded, the related damages and offer-of-judgment award were also properly removed.

CASE DETAILS

COURT	Supreme Court of New Jersey
WRITING FOR THE COURT	Justice Facciale; Chief Justice Rabner; Justice Patterson; Justice Pierre-Louis; Justice Wainer Apter; Justice Noriega; Justice Hoffman
JURISDICTION	Supreme Court of New Jersey
DECIDED	May 6, 2026
DOCKET	A-51-24 (090246)
DISPOSITION	affirmed
PROCEDURAL POSTURE	Plaintiff appealed after the Appellate Division reversed in part and ruled that evidence of her projected future medical expenses was inadmissible under N.J.S.A. 39:6A-12. The Supreme Court of New Jersey granted certification and affirmed.
STANDARD OF REVIEW	De novo review of questions of statutory interpretation.
PRECEDENTIAL VALUE	Published precedential opinion of the Supreme Court of New Jersey
PARTIES	Lakita D. Murray v. Anthony Marrone, II

TOPICS

insurance coverage · uninsured motorist · statutory interpretation · evidence · personal injury

PRACTICE AREAS

automobile insurance · personal injury · evidence · statutory interpretation · civil procedure

QUESTIONS PRESENTED

1. Whether N.J.S.A. 39:6A-12 applies to PIP benefits available through the Unsatisfied Claim and Judgment Fund.
2. Whether projected future medical expenses that do not exceed the claimant's remaining PIP coverage limits are 'collectible' and therefore inadmissible in a personal-injury action against a tortfeasor.
3. Whether the judgment and the additional costs and fees awarded under the offer-of-judgment rule had to be reduced or eliminated because the future-medical-expense award was based on inadmissible evidence.
4. Whether the statute of limitations for PIP claims prevents a claimant from pursuing PIP benefits for reasonably expected future medical treatment.

HOLDINGS

1. N.J.S.A. 39:6A-12 applies to PIP benefits available through the Unsatisfied Claim and Judgment Fund because the UCJF statute uses 'personal injury protection' as a general term encompassing PIP benefits under the No-Fault Act.
2. Future medical expense benefits that do not exceed a claimant's applicable PIP coverage limits are 'collectible' under N.J.S.A. 39:6A-12 and are inadmissible as damages in a personal-injury action against a tortfeasor.
3. Because the projected future medical expenses were inadmissible, they had to be excluded from the damages award, and the additional costs and fees awarded under the offer-of-judgment rule also had to be excluded.
4. The PIP statute of limitations does not strictly bar claims for reasonably expected future medical treatment when the insurer knew the injury would probably require that treatment; such claims must be brought within a reasonable time after rejection of a prompt claim for payment.

KEY QUOTATIONS

> *"We hold that future medical expense benefits that do not exceed a claimant's PIP coverage limits are "collectible" and therefore inadmissible during a plaintiff's personal injury trial against a tortfeasor."* (2)

> *"UCJF claimants are entitled to protection equivalent to that provided by a liability insurance policy -- no more, no less."* (12)

> *"In contrast, medical expenses that are covered by applicable PIP limits are "collectible" because they are eligible to be paid when incurred."* (16)

FACTUAL BACKGROUND

In August 2016, Lakita Murray was injured while riding as a passenger in an uninsured vehicle that collided with a vehicle driven by Anthony Marrone. Because she lacked applicable household automobile insurance, she obtained PIP benefits through the New Jersey Property-Liability Insurance Guaranty Association under the Unsatisfied Claim and Judgment Fund, with medical-expense coverage up to $250,000. Before trial, her medical expert projected future medical expenses of $42,000 to $160,000, which would not exhaust her available PIP benefits; nevertheless, the jury awarded $100,000 for those future expenses.

PROCEDURAL HISTORY

Murray sued the drivers involved in an automobile collision for personal injuries. At trial, the jury awarded damages for non-economic loss and future medical expenses, and the trial court also awarded costs and fees under the offer-of-judgment rule. The Appellate Division held that the future medical-expense evidence was inadmissible because the expenses were collectible under PIP coverage, modified the judgment and eliminated the offer-of-judgment award, and the Supreme Court affirmed.

DISPOSITION

affirmed

REMAND INSTRUCTIONS

The trial court must modify the judgment to exclude the future-medical-expense damages and the additional costs and fees awarded under the offer-of-judgment rule.

CASES CITED

- Wiggins v. Hackensack Meridian Health, 259 N.J. 562 (2025)
- DiProspero v. Penn, 183 N.J. 477 (2005)
- Savage v. Township of Neptune, 257 N.J. 204 (2024)
- Cherry Hill Manor Associates v. Faugno, 182 N.J. 64 (2004)
- Sanders v. Langemeier, 199 N.J. 366 (2009)
- Jimenez v. Baglieri, 152 N.J. 337 (1998)
- Unsatisfied Claim & Judgment Fund Board v. New Jersey Manufacturers Insurance Co., 138 N.J. 185 (1994)
- Caballero v. Martinez, 186 N.J. 548 (2006)
- Gambino v. Royal Globe Insurance Cos., 86 N.J. 100 (1981)
- Adams v. Cooper Hospital, 295 N.J. Super. 5 (App. Div. 1996)
- Haines v. Taft, 237 N.J. 271 (2019)
- Bardis v. First Trenton Insurance Co., 199 N.J. 265 (2009)
- Lambert v. Travelers Indemnity Co. of America, 447 N.J. Super. 61 (App. Div. 2016)
- Zupo v. CNA Insurance Co., 193 N.J. Super. 374 (App. Div.), aff'd, 98 N.J. 30 (1984)
- Rahnefeld v. Security Insurance Co. of Hartford, 115 N.J. 628 (1989)
- Lind v. Insurance Co. of North America, 174 N.J. Super. 363 (Law Div.), aff'd o.b., 193 N.J. Super. 303 (App. Div. 1983)