

**GLOUCESTER COUNTY INSURANCE COMMISSION
AGENDA AND REPORTS
THURSDAY, FEBRUARY 25, 2016**

**2 S. BROAD STREET
CONFERENCE ROOM B
WOODBURY, NJ
9:30 AM**

**To attend the meeting via teleconference please dial 1- 866-921-5493
and enter passcode 6364276#**

OPEN PUBLIC MEETINGS ACT - STATEMENT OF COMPLIANCE

In accordance with the Open Public Meetings Act, notice of this meeting was given by:

- I. Sending sufficient notice to South Jersey Times and Courier Post, NJ**
- II. Filing advance written notice of this meeting with the Commissioners of the Gloucester County Insurance Commission,**
- III. Posting notice on the Public Bulletin Board of at the office of the County Clerk.**

**GLOUCESTER COUNTY INSURANCE COMMISSION
 AGENDA
 OPEN PUBLIC MEETING: February 25, 2016
 WOODBURY, NJ
 9:30 AM**

- MEETING CALLED TO ORDER - OPEN PUBLIC MEETING NOTICE READ**
- ROLL CALL OF COMMISSIONERS**
- APPROVAL OF MINUTES:** January 28, 2016 Open Minutes.....Appendix I
 January 28, 2016 Closed Minutes.....Handout

- CORRESPONDENCE**

- COMMITTEE REPORTS**
 - Safety Committee:Verbal
 - Claims Committee:Verbal

- EXECUTIVE DIRECTOR/ADMINISTRATOR - PERMA**
 Executive Director's Report..... Pages 4-14

- EMPLOYEE BENEFITS – Conner Strong & Buckelew**
 Monthly Report Pages 15-18

- TREASURER – Tracey Giordano**
 Resolution 25-16 February Bill List – Motion Required Pages 19-20
 Resolution 26-16 February Benefit Bill List – Motion Required Page 21
 December Monthly Treasurer Reports..... Pages 22-23

- CLAIMS SERVICE – Inservco Insurance Services, Inc.**
 Resolution 27-16 Authorizing Disclosure of Liability Claims Check Register..... Pages 24-25
 Liability Claim Payments – 1/01/16 to 1/31/16..... Pages 26-27
 Inservco Insurance Services, Inc. Stewardship Report..... Handout

- MANAGED CARE– Consolidated Services Group, Inc., Jennifer Pard Goldstein**
 CSG Monthly Summary Report..... Page 28

- CEL SAFETY DIRECTOR – J.A. Montgomery Risk Control**
 Monthly Report Page 29

- RISK MANAGERS REPORT, UNDERWRITING SERVICES DIRECTOR
 Hardenbergh Insurance Group**
 Monthly Report Verbal

- ATTORNEY – Long Marmero & Associates, LLP**
 Monthly Report Verbal

- OLD BUSINESS**

- ❑ **NEW BUSINESS**
 - ❑ **PUBLIC COMMENT**

 - ❑ **CLOSED SESSION – Payment Authorization Requests (PARS)Pages 30-32**
Resolution [28-16](#) Executive Session for purpose as permitted by the Open Public Meetings Act,
more specifically to discuss PARS related to pending or anticipated litigation as identified in
the list of claims prepared by third-party claim administrator Inservco Insurance Services, Inc.
and attached to this agenda. Also the settlement of Jackie Hampton vs Shady Lane Nursing
Home
Motion for Executive Session
-

MEETING ADJOURNMENT

NEXT SCHEDULED MEETING: [April 21, 2016, 9:30 AM, 2 South Broad Street, Woodbury, NJ](#)

GLOUCESTER COUNTY INSURANCE COMMISSION

9 Campus Drive, Suite 216, Parsippany, NJ 07054

Telephone (201) 881-7632

Date: February 25, 2016

Memo to: Commissioners of the Gloucester County Insurance Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

- 2016 Risk Management Plan (Appendix II)** – Attached in Appendix II of the agenda is the 2016 Plan of Risk Management. The changes are highlighted in yellow. The Plan was previously sent to the Commission’s Risk Manager for review. The Executive Director will review the pertinent changes with the Commission.

- Motion to adopt 24-16, Plan of Risk Management for 2016**

- RFP for Commission Attorney** – The Commission Attorney’s Contract expires effective April 25, 2016. The Fund Office will advertise and issue an RFP within the next few weeks.

- Motion to authorize the Fund Office to issue and advertise an RFP for the Commission Attorney position**

- Certificate of Insurance Report (Pages 6-9)** - Attached on pages 6-9 is the certificate of issuance reports from the CEL listing those certificates issued for the period of 1/25/16 to 2/21/16. There were 19 certificates of insurance during this period.
- NJ Excess Counties Insurance Fund (CEL JIF)** – The Board of Fund Commissioners held a special meeting on January 28, 2016 to review a Settlement Authority Request. No other fund business was discussed and this is being provided as information only. The CEL will hold its Reorganization Meeting on February 25, 2016 at 1:00 PM at the Camden County College Regional Emergency Training Center. A summary report will appear in the next agenda.
- GCIC Property and Casualty Financial Fast Track (Page 10)** Included in the agenda on page 10 is a copy of the Property & Casualty Financial Fast Track Reports as of **December 31, 2015**. As of **December 31, 2015** there is a statutory surplus of **\$3,859,516**. Line 9 of the report, “Investment in Joint Venture” is the Gloucester County Insurance Commission’s share of the equity in the CEL, **\$1,224,970**. The total cash amount is \$5,436,513.
- NJ CEL Property and Casualty Financial Fast Track (Page 11)** - Included in the agenda on page 11 is a copy of the NJ CEL Financial Fast Track Reports as of **December 31, 2015**. As

of **December 31, 2015** there is a statutory surplus of **\$5,906,279**. The total cash amount is \$17,194,034.

- ❑ **GCIC Health Benefits Financial Fast Track (Page 12)** – Included in the agenda on page 12 is a copy of Health Benefits Financial Fast Track for the month of December. As of **December 31, 2015** there is a statutory surplus of **\$138,802**. The total cash amount is \$228,021.
- ❑ **Claims Tracking Reports (Pages 13-14)** – The claims tracking reports are on pages 13-14 of the agenda. The Executive Director will review the Claims Activity Report and the Expected Loss Ratio Analysis Report as of January 31, 2016 with the Commission.
- ❑ **2016 Property & Casualty Assessments** – In accordance with the Commission’s By Law’s the property and casualty assessment bills were mailed to the member entities via certified mail and e-mail. The assessment bills included a credit for the 2010 CEL dividend. The first installment will be due on March 15, 2016. Future assessments will be due on May 15, 2016 and October 15, 2016.
- ❑ **2016 Meeting Schedule** – As a reminder the Commission will not meet in March. The next meeting is scheduled for April 21, 2016 at 9:30 AM.

Gloucester County Insurance Commission Certificate of Insurance Monthly Report

Monday, February 22, 2016

From 1/25/16 to 2/21/16

Holder (H) / Insured Name (I)	Holder / Insured Address	Code	Operations	Date	Coverage
GCIC					
H- County of Gloucester I- County of Gloucester	Board of Chosen Freeholders PO Box 337 Woodbury, 192 NJ 08096 2 South Broad Street Woodbury, NJ 08096		Evidence of insurance. All operations usual to County Governmental1/29/2016 GLEXAU WC Entity as respects to the Senior Corps/Community Service Corps Friendly Visitor Focusing on Reading & Writing Program grant from the Gloucester County Division on Health and Senior Services. (see page 2)		
			Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261		
H- County of Gloucester I- Rowan College at Gloucester County	Board of Chosen Freeholders PO Box 337 Woodbury, 192 NJ 08096 1400 Tanyard Road Sewell, NJ 08080		Evidence of insurance. All operations usual to County Governmental1/29/2016 Entity as respects to the Senior Corps/Community Service Corps Friendly Visitor Focusing on Reading & Writing Program grant from the Gloucester County Division on Health and Senior Services.		PR
H- Sunbelt Rentals, Inc. I- County of Gloucester	1275 West Mound Street Columbus, OH 43223 2 South Broad Street Woodbury, NJ 08096	251	Certificate holder is additional insured where obligated by virtue of a2/5/2016GL EX AU WC written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement (SEE PAGE 2)		
			with respects to rental equipment throughout 2016.		
			Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261		
H- Sunbelt Rentals, Inc. I- County of Gloucester	1275 West Mound Street Columbus, OH 43223 2 South Broad Street Woodbury, NJ 08096	251	Certificate holder is included as loss payee pursuant to the terms, 2/5/2016 PR conditions, limitations and exclusions of the JIF Casualty Insurance Policy with respect to the written contract or written mutual aid agreement or other written agreement up to \$250,000.		

H- Sunbelt Rentals, Inc. I- County of Gloucester	1275 West Mound Street Columbus, OH 43223 2 South Broad Street Woodbury, NJ 08096	251	Certificate holder is included as loss payee pursuant to the terms, 2/5/2016 GL EX AU WC conditions, limitations and exclusions of the JIF Casualty Insurance Policy with respect to the written contract or written mutual aid agreement or other written agreement up to \$250,000. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261
H- Gloucester County Vocational -Technical School District I- County of Gloucester	1360 Tanyard Road Sewell, NJ 08080 2 South Broad Street Woodbury, NJ 08096	276	Certificate holder is additional insured where obligated by virtue of a2/1/2016GL EX written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement (SEE PAGE 2) with respects to the Gloucester County Parks and Recreation’s summer theater rehearsals to be held at Gloucester County Vocational-Technical School July 11, 2016 through August 12, 2016.
H- Rowan University I- County of Gloucester	Attn: Jessica Porch 2001 Mullica Hill Road, Glassboro NJ 08028 2 South Broad Street Woodbury, NJ 08096	278	Certificate holder and the State of New Jersey and the New Jersey 2/1/2016 GL EX AU WC Educational Facilities Authority are additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract (SEE PAGE 2) or written mutual aid agreement or other written agreement as respects to the S.U.R.E (Students United for Respect and Equality) Student Summit March 17, 2016 and the Mental Health Conference on April 7, 2016.
H- TD Bank, National Association I- Gloucester County Improvement Authority	TD Wealth Management 1006 Astoria Blvd., NJ 08034 109 Budd Boulevard Woodbury, NJ 08096	290	Certificate holder is additional insured where obligated by virtue of a2/18/2016 GL EX AU WC written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement (SEE PAGE 2) to Shady Lane Nursing Home and the 2004 and 2012 Shady Lane Bond requirements.
H- Deptford Township Public Schools I- Rowan College at Gloucester County	2022 Good Internet Road Deptford, NJ 08096 1400 Tanyard Road Sewell, NJ 08080	446	Evidence of insurance. All operations usual to County 2/18/2016 GL EX Governmental Entity as respects to use of the Deptford High School Outdoor Track for Rowan College at Gloucester County Men’s and Women’s Track Team practices, Monday-Friday, 3:30-5:45 pm, February 29-May 13, 2016 (or as soon as possible depending on the weather). (SEE PAGE 2)

H- Deptford Township Public Schools I- Rowan College at Gloucester County	2022 Good Internet Road Deptford, NJ 08096 1400 Tanyard Road Sewell, NJ 08080	446	Evidence of insurance. All operations usual to County Governmental Entity as respects to use of the Deptford High School Outdoor Track for Rowan College at Gloucester County Men's and Women's Track Team practices, Monday-Friday, 3:30-5:45 pm, February 29-May 13, 2016 (or as soon as possible depending on the weather). Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	2/18/2016 GL EX
H- Logan Township Board of Education I- County of Gloucester	110 South School Lane Logan Township NJ 08085 2 South Broad Street Woodbury, NJ 08096	501	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement (see page 2) as respects to the Gloucester County Parks and Recreation's summer theater rehearsals and productions to be held at Logan Elementary School June 27, 2016 through July 30, 2016.	a2/1/2016GL EX
H- Miller Auto Leasing dba I- County of Gloucester	Miller Truck Leasing Co PO Box 619 Lumberton, NJ 08048 2 South Broad Street Woodbury, NJ 08096	566	Certificate holder is additional insured and loss payee where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement with respects to all leased, rented or substituted vehicles.	2/17/2016 AU EX PHYS
H- Broadway Stages I- Rowan College at Gloucester County	400 N Glassboro Rd. Pitman, NJ 08071 1400 Tanyard Road Sewell, NJ 08080	870	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2) use of parking lot at the Broadway Stages for Emergency Vehicle Operations Training. Recruits drive departmental issued vehicles to and from the site. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	a2/9/2016GL EX AU WC
H- Vineland Police Training Center I- County of Gloucester	3369 Mays Landing Road Vineland, NJ 08361 2 South Broad Street Woodbury, NJ 08096	1076	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement with respects to training. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	a1/25/2016 GL EX AU WC

H- TD Bank, National Association	TD Wealth Management 1006 Astoria Blvd. Cherry Hill, 1113 NJ 08034		Evidence of insurance. All operations usual to County Governmental Entity as respects to Shady Lane Nursing Home and the 2004 and 2012 Shady Lane Bond requirements.	2/18/2016 PR
I- Gloucester County Improvement Authority	109 Budd Boulevard Woodbury, NJ 08096			
H- Eldredge, Inc.	Attn: Geddes Dowling 898 Fern Hill Road West Chester, PA 19380	1307	Certificate holder is additional insured where obligated by virtue of written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement as respects septage hauling at the premises.	GL EX
I- Gloucester County Utilities Authority	2 Paradise Road West Deptford, NJ 08066			
H- Rowan College at Gloucester County	1400 Tanyard Rd. Sewell, NJ 08080	1554	Certificate holder is additional insured where obligated by virtue of written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement (see page 2)	GL EX
I- County of Gloucester	2 South Broad Street Woodbury, NJ 08096		respects to the Gloucester County Parks and Recreation's summer theater productions to be held at Rowan College at Gloucester County Colleges Fine Arts Center August 8, 2016 through August 20, 2016.	
H- County of Gloucester	Board of Chosen Freeholders It's Department and Agencies, et al PO Box 337 Woodbury, NJ 08096	1649	Certificate holder is additional insured where obligated by virtue of written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement as respects to (see page 2)	GL EX AU WC
I- Rowan College at Gloucester County	1400 Tanyard Road Sewell, NJ 08080			
			the Work First NJ Adult Literacy and Community work experience program (CWEP).	
			Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	
H- Deptford Mall	1750 Deptford Center Road Deptford, NJ 08096	1667	Certificate holder and Macerich Company, the Macerich Partnership, L.P., Macerich Deptford LLC, Deptford Mall Associates L.L.C. and all owned, managed, controlled, non-controlled and subsidiary companies, corporations, entities, joint ventures, limited liability companies and partnerships and all of their constituent partners and members are additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement with respects to lease agreement.	2/11/2016 GL EX AU WC
I- County of Gloucester	2 South Broad Street Woodbury, NJ 08096			
			Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	

Total # of Holders = 19

GLOUCESTER COUNTY INSURANCE COMMISSION				
FINANCIAL FAST TRACK REPORT				
AS OF December 31, 2015				
ALL YEARS COMBINED				
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	477,584	5,731,003	26,550,463	32,281,466
2. CLAIM EXPENSES				
Paid Claims	174,447	2,131,512	6,603,804	8,735,317
Case Reserves	127,265	(540,982)	2,213,115	1,672,133
IBNR	(651,233)	(75,091)	1,544,673	1,469,582
Discounted Claim Value	13,951	155,292	(238,569)	(83,279)
TOTAL CLAIMS	(335,571)	1,670,731	10,123,023	11,793,753
3. EXPENSES				
Excess Premiums	222,521	2,670,259	11,584,681	14,254,940
Administrative	36,620	872,020	2,931,158	3,803,178
TOTAL EXPENSES	259,142	3,542,279	14,515,839	18,058,118
4. UNDERWRITING PROFIT (1-2-3)	554,013	517,994	1,911,601	2,429,596
5. INVESTMENT INCOME	0	0	7,237	7,237
6. PROFIT (4 + 5)	554,013	517,994	1,918,838	2,436,833
7. CEL APPROPRIATION CANCELLATION	0	0	148,760	148,760
8. DIVIDEND INCOME	0	48,953	0	48,953
9. INVESTMENT IN JOINT VENTURE	127,258	67,301	1,157,669	1,224,970
10. SURPLUS (6 + 7 + 8)	681,271	634,248	3,225,267	3,859,516
SURPLUS (DEFICITS) BY FUND YEAR				
2010	19,896	145,330	461,573	606,903
2011	1,001	(26,687)	108,056	81,369
2012	(57,181)	(424,682)	954,800	530,118
2013	123,621	294,840	927,236	1,222,076
2014	238,662	353,906	773,601	1,127,507
2015	355,272	291,542		291,542
TOTAL SURPLUS (DEFICITS)	681,271	634,248	3,225,266	3,859,514
TOTAL CASH				
				5,436,513
CLAIM ANALYSIS BY FUND YEAR				
FUND YEAR 2010				
Paid Claims	0	(29,264)	1,858,197	1,828,933
Case Reserves	(734)	(62,252)	62,252	(0)
IBNR	(20,507)	(24,817)	24,817	0
Discounted Claim Value	744	6,108	(6,108)	0
TOTAL FY 2010 CLAIMS	(20,497)	(110,225)	1,939,158	1,828,933
FUND YEAR 2011				
Paid Claims	20,615	208,406	2,370,813	2,579,219
Case Reserves	(16,049)	(139,422)	349,235	209,813
IBNR	(500)	(25,588)	60,993	35,405
Discounted Claim Value	447	23,041	(30,880)	(7,839)
TOTAL FY 2011 CLAIMS	4,514	66,437	2,750,161	2,816,598
FUND YEAR 2012				
Paid Claims	5,890	638,329	1,034,270	1,672,599
Case Reserves	84,681	(268,052)	744,800	476,748
IBNR	(24,430)	(46,825)	83,838	37,013
Discounted Claim Value	(1,350)	31,234	(43,824)	(12,590)
TOTAL FY 2012 CLAIMS	64,791	354,685	1,819,084	2,173,769
FUND YEAR 2013				
Paid Claims	2,864	209,915	998,113	1,208,028
Case Reserves	(1,682)	(495,224)	710,225	215,001
IBNR	(108,985)	(70,733)	286,042	215,309
Discounted Claim Value	2,408	51,281	(62,892)	(11,611)
TOTAL FY 2013 CLAIMS	(105,394)	(304,761)	1,931,488	1,626,727
FUND YEAR 2014				
Paid Claims	8,365	232,199	342,412	574,611
Case Reserves	63,894	(81,273)	346,603	265,330
IBNR	(294,854)	(593,959)	1,088,983	495,024
Discounted Claim Value	6,195	74,544	(94,867)	(20,323)
TOTAL FY 2014 CLAIMS	(216,400)	(368,489)	1,683,131	1,314,642
FUND YEAR 2015				
Paid Claims	136,713	871,928		871,928
Case Reserves	(2,846)	505,242		505,242
IBNR	(201,958)	686,830		686,830
Discounted Claim Value	5,506	(30,916)		(30,916)
TOTAL FY 2015 CLAIMS	(62,585)	2,033,084	0	2,033,084
COMBINED TOTAL CLAIMS	(335,571)	1,670,731	10,123,022	11,793,753

This report is based upon information which has not been audited nor certified by an actuary and as such may not truly represent the condition of the fund.

NEW JERSEY COUNTIES EXCESS JIF					
FINANCIAL FAST TRACK REPORT					
AS OF December 31, 2015					
ALL YEARS COMBINED					
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE	
1.	UNDERWRITING INCOME	1,770,306	21,243,673	54,944,240	76,187,913
2.	CLAIM EXPENSES				
	Paid Claims	2,846	678,295	411,505	1,089,800
	Case Reserves	35,810	1,729,783	683,536	2,413,317
	IBNR	(299,100)	758,951	8,429,959	9,188,910
	Discounted Claim Value	26,137	538,706	(1,189,781)	(651,074)
	TOTAL CLAIMS	(234,307)	3,705,736	8,335,219	12,040,954
3.	EXPENSES				
	Excess Premiums	1,065,691	15,266,139	36,749,433	52,015,572
	Administrative	122,785	1,571,274	4,081,008	5,652,282
	TOTAL EXPENSES	1,188,476	16,837,413	40,830,441	57,667,854
4.	UNDERWRITING PROFIT (1-2-3)	816,138	700,524	5,778,580	6,479,105
5.	INVESTMENT INCOME	3,678	32,180	152,545	184,725
6.	PROFIT (4+5)	819,815	732,704	5,931,125	6,663,830
7.	Dividend	0	150,000	0	150,000
8.	Cancelled Appropriations	0	0	607,551	607,551
9.	SURPLUS (6-7-8)	819,815	582,704	5,323,574	5,906,279
SURPLUS (DEFICITS) BY FUND YEAR					
	2010	(1,648)	(37,984)	680,166	642,182
	2011	21,433	154,472	994,756	1,149,228
	2012	37,494	(344,877)	822,655	477,778
	2013	93,536	(50,909)	1,310,706	1,259,797
	2014	143,850	(97,371)	1,515,291	1,417,920
	2015	525,151	959,373		959,373
	TOTAL SURPLUS (DEFICITS)	819,815	582,704	5,323,574	5,906,278
	TOTAL CASH				17,194,034
CLAIM ANALYSIS BY FUND YEAR					
FUND YEAR 2010					
	Paid Claims	0	21,259	142,195	163,454
	Case Reserves	0	(24,084)	24,085	1
	IBNR	1,779	(137,174)	463,719	326,545
	Discounted Claim Value	108	30,476	(41,484)	(11,008)
	TOTAL FY 2010 CLAIMS	1,887	(109,523)	588,515	478,992
FUND YEAR 2011					
	Paid Claims	0	0	144,097	144,097
	Case Reserves	234	259,336	2,671	262,007
	IBNR	(21,814)	(489,336)	1,113,232	623,896
	Discounted Claim Value	578	79,986	(121,623)	(41,637)
	TOTAL FY 2011 CLAIMS	(21,002)	(150,014)	1,138,377	988,363
FUND YEAR 2012					
	Paid Claims	529	390,676	125,213	515,889
	Case Reserves	1,675	202,575	653,695	856,270
	IBNR	(42,825)	(401,048)	1,521,091	1,120,043
	Discounted Claim Value	3,639	158,251	(240,518)	(82,267)
	TOTAL FY 2012 CLAIMS	(36,982)	350,453	2,059,481	2,409,934
FUND YEAR 2013					
	Paid Claims	32	15,975	0	15,975
	Case Reserves	(30)	509,279	2,025	511,304
	IBNR	(102,477)	(665,254)	2,322,975	1,657,721
	Discounted Claim Value	9,645	200,632	(311,625)	(110,993)
	TOTAL FY 2013 CLAIMS	(92,829)	60,632	2,013,375	2,074,007
FUND YEAR 2014					
	Paid Claims	0	119,922	0	119,922
	Case Reserves	37,001	312,048	1,058	313,106
	IBNR	(176,663)	(597,144)	3,008,942	2,411,798
	Discounted Claim Value	13,370	309,785	(474,530)	(164,745)
	TOTAL FY 2014 CLAIMS	(126,292)	144,611	2,535,470	2,680,081
FUND YEAR 2015					
	Paid Claims	2,284	130,464		130,464
	Case Reserves	(3,070)	470,629		470,629
	IBNR	42,900	3,048,907		3,048,907
	Discounted Claim Value	(1,203)	(240,424)		(240,424)
	TOTAL FY 2015 CLAIMS	40,911	3,409,576	0	3,409,576
	COMBINED TOTAL CLAIMS	(234,307)	3,705,736	8,335,218	12,040,954

This report is based upon information which has not been audited nor certified by an actuary and as such may not truly represent the condition of the fund.

GLOUCESTER COUNTY INSURANCE COMMISSION

HEALTH INSURANCE DIVISION

FINANCIAL FAST TRACK REPORT

AS OF DECEMBER 31, 2015

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	48,849	588,013	81,958,140	82,546,153
2. CLAIM EXPENSES				
Paid Claims	22,312	476,870	72,834,323	73,311,193
IBNR	4	978	39,509	40,487
Total Claims	<u>22,315</u>	<u>477,848</u>	<u>72,873,832</u>	73,351,680
3. EXPENSES				
Excess Premiums	-	-	3,585,466	3,585,466
Administrative	5,926	71,577	5,405,764	5,477,341
Total Expenses	<u>5,926</u>	<u>71,577</u>	<u>8,991,230</u>	9,062,807
4. UNDERWRITING PROFIT (1-2-3)	20,608	38,588	93,078	131,666
5. INVESTMENT INCOME	-	-	7,136	7,136
6. STATUTORY PROFIT (4+5)	20,608	38,588	100,214	138,802
9. STATUTORY SURPLUS (6+7-8)	20,608	38,588	100,214	138,802

SURPLUS (DEFICITS), CASH, BY FUND YEAR

2010 SURPLUS	-	-	1,882,101	1,882,101
CASH	-	-	1,882,099	1,882,099
2011 SURPLUS	-	-	(1,616,746)	(1,616,746)
CASH	-	-	(1,616,745)	(1,616,745)
2012 SURPLUS	-	188	(163,556)	(163,367)
CASH	-	188	(163,556)	(163,367)
2013 SURPLUS	-	-	2,931	2,931
CASH	-	0	4,592	4,592
2014 SURPLUS	498	36,360	(4,517)	31,844
CASH	-	-	33,331	33,331
2015 SURPLUS	20,109	2,039	-	2,039
CASH	(5,793)	88,112	-	88,112
2015 SURPLUS	20,608	38,588	100,214	138,802
TOTAL CASH	(5,793)	88,300	139,721	228,021

CLAIM ANALYSIS BY FUND YEAR

FUND YEAR 2010				
Paid Claims	-	-	22,551,041	22,551,041
IBNR	-	-	-	-
Total Claims	<u>-</u>	<u>-</u>	<u>22,551,041</u>	22,551,041
FUND YEAR 2011				
Paid Claims	-	-	34,451,946	34,451,946
IBNR	-	-	-	-
Total Claims	<u>-</u>	<u>-</u>	<u>34,451,946</u>	34,451,946
FUND YEAR 2012				
Paid Claims	-	(188)	14,793,883	14,793,695
IBNR	-	-	-	-
Total Claims	<u>-</u>	<u>(188)</u>	<u>14,793,883</u>	14,793,695
FUND YEAR 2013				
Paid Claims	-	-	540,221	540,221
IBNR	-	-	1,661	1,661
Total Claims	<u>-</u>	<u>-</u>	<u>541,883</u>	541,883
FUND YEAR 2014				
Paid Claims	-	-	497,232	497,232
IBNR	(498)	(36,360)	37,847	1,487
Total Claims	<u>(498)</u>	<u>(36,360)</u>	<u>535,079</u>	498,719
FUND YEAR 2015				
Paid Claims	22,312	477,058	-	477,058
IBNR	502	37,339	-	37,339
Less Specific Excess	-	-	-	-
Less Aggregate Excess	-	-	-	-
Total Claims	<u>22,814</u>	<u>514,397</u>	<u>-</u>	514,397
COMBINED TOTAL CLAIMS	(498)	(36,549)	72,873,832	73,351,680

This report is based upon information which has not been audited nor certified
by an actuary and as such may not truly represent the condition of the fund.

**Gloucester County Insurance Commission
CLAIM ACTIVITY REPORT**

AS OF	January 31, 2016								
COVERAGE LINE- PROPERTY									
CLAIM COUNT - OPEN CLAIMS									
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	0	0	0	0	0	11	0		11
January-16	0	0	0	0	0	11	1		12
NET CHGE	0	0	0	0	0	0	1		1
Limited Reserves									\$2,725
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	\$0	\$0	\$0	\$0	\$0	\$23,236	\$0		\$23,236
January-16	\$0	\$0	\$0	\$0	\$0	\$32,206	\$500		\$32,706
NET CHGE	\$0	\$0	\$0	\$0	\$0	\$8,970	\$500		\$9,470
Ltd Incurred	\$83,686	\$211,641	\$57,908	\$149,379	\$81,245	\$192,987	\$500		\$777,347
COVERAGE LINE- GENERAL LIABILITY									
CLAIM COUNT - OPEN CLAIMS									
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	0	2	6	3	5	20	0		36
January-16	0	2	6	3	7	25	1		44
NET CHGE	0	0	0	0	2	5	1		8
Limited Reserves									\$9,375
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	\$0	\$49,214	\$301,307	\$10,757	\$23,555	\$30,702	\$0		\$415,535
January-16	\$0	\$48,782	\$293,904	\$10,757	\$36,466	\$20,005	\$2,600		\$412,515
NET CHGE	\$0	(\$432)	(\$7,403)	\$0	\$12,911	(\$10,697)	\$2,600		(\$3,020)
Ltd Incurred	\$375,597	\$720,639	\$608,766	\$23,971	\$50,999	\$20,005	\$2,600		\$1,802,576
COVERAGE LINE- AUTO LIABILITY									
CLAIM COUNT - OPEN CLAIMS									
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	0	0	2	1	0	7	0		10
January-16	0	0	2	1	0	9	0		12
NET CHGE	0	0	0	0	0	2	0		2
Limited Reserves									\$3,128
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	\$0	\$0	\$16,534	\$6,112	\$0	\$8,501	\$0		\$31,147
January-16	\$0	\$0	\$15,936	\$9,000	\$0	\$12,601	\$0		\$37,537
NET CHGE	\$0	\$0	(\$597)	\$2,888	\$0	\$4,100	\$0		\$6,391
Ltd Incurred	\$9,579	\$126,796	\$285,246	\$23,413	\$3,950	\$15,877	\$0		\$464,860
COVERAGE LINE- WORKERS COMP.									
CLAIM COUNT - OPEN CLAIMS									
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	0	10	25	11	14	40	0		100
January-16	0	10	28	11	15	32	8		104
NET CHGE	0	0	3	0	1	-8	8		4
Limited Reserves									\$11,123
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	\$0	\$160,599	\$158,907	\$198,131	\$241,775	\$442,803	\$0		\$1,202,215
January-16	\$0	\$163,546	\$159,501	\$180,293	\$239,990	\$396,293	\$17,150		\$1,156,773
NET CHGE	\$0	\$2,947	\$594	(\$17,838)	(\$1,785)	(\$46,509)	\$17,150		(\$45,442)
Ltd Incurred	\$1,361,070	\$1,733,706	\$1,194,882	\$1,212,719	\$719,399	\$1,170,350	\$17,150		\$7,409,276
TOTAL ALL LINES COMBINED									
CLAIM COUNT - OPEN CLAIMS									
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	0	12	33	15	19	78	0		157
January-16	0	12	36	15	22	77	10		172
NET CHGE	0	0	3	0	3	-1	10		15
Limited Reserves									\$9,532
Year	2010	2011	2012	2013	2014	2015	2016		TOTAL
December-15	\$0	\$209,813	\$476,747	\$215,000	\$265,330	\$505,242	\$0		\$1,672,133
January-16	\$0	\$212,329	\$469,342	\$200,049	\$276,456	\$461,105	\$20,250		\$1,639,531
NET CHGE	\$0	\$2,515	(\$7,406)	(\$14,951)	\$11,126	(\$44,137)	\$20,250		(\$32,602)
Ltd Incurred	\$1,829,932	\$2,792,782	\$2,146,803	\$1,409,481	\$855,593	\$1,399,219	\$20,250		\$10,454,060

Gloucester County Insurance Commission

CLAIMS MANAGEMENT REPORT

EXPECTED LOSS RATIO ANALYSIS

AS OF

January 31, 2016

FUND YEAR 2010 -- LOSSES CAPPED AT RETENTION

	Budget	Current		73	MONTH	Last Month		72	MONTH	Last Year		61	MONTH	
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15		Actual 30-Jan-15
PROPERTY	196,392	83,686	83,686	42.61%	100.00%	83,686	83,686	42.61%	100.00%	196,392	83,686	83,686	42.61%	100.00%
GEN LIABILITY	813,038	375,597	375,597	46.20%	96.50%	375,597	375,597	46.20%	96.50%	354,051	354,051	43.55%	789,587	97.12%
AUTO LIABILITY	57,553	9,579	9,579	16.64%	96.94%	9,579	9,579	16.64%	96.94%	55,790	9,579	16.64%	55,478	96.39%
WORKER'S COMP	1,044,196	1,361,070	1,361,070	130.35%	100.00%	1,361,070	1,361,070	130.35%	100.00%	1,469,780	1,469,780	140.76%	1,043,153	99.90%
TOTAL ALL LINES	2,111,178	1,829,932	1,829,932	86.68%	2,080,936	1,829,932	1,829,932	86.68%	2,080,936	1,917,097	1,917,097	90.81%	2,084,610	98.74%
NET PAYOUT %	\$1,829,932			86.68%										

FUND YEAR 2011 -- LOSSES CAPPED AT RETENTION

	Budget	Current		61	MONTH	Last Month		60	MONTH	Last Year		49	MONTH	
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15		Actual 30-Jan-15
PROPERTY	234,258	211,641	211,641	90.35%	100.00%	211,641	211,641	90.35%	100.00%	211,641	211,641	90.35%	234,258	100.00%
GEN LIABILITY	969,800	720,639	720,639	74.31%	97.12%	720,639	720,639	74.31%	97.10%	632,734	632,734	65.24%	930,889	95.99%
AUTO LIABILITY	68,650	126,796	126,796	184.70%	66.17%	126,796	126,796	184.70%	66.02%	126,954	126,954	184.93%	63,795	92.93%
WORKER'S COMP	1,260,640	1,733,706	1,733,706	137.53%	1,259,381	1,729,956	1,729,956	137.23%	1,259,129	1,756,036	1,756,036	139.30%	1,253,869	99.46%
TOTAL ALL LINES	2,533,348	2,792,782	2,792,782	110.24%	2,501,641	2,789,032	2,789,032	110.09%	2,501,054	2,727,365	2,727,365	107.66%	2,482,811	98.01%
NET PAYOUT %	\$2,580,453			101.86%										

FUND YEAR 2012 -- LOSSES CAPPED AT RETENTION

	Budget	Current		49	MONTH	Last Month		48	MONTH	Last Year		37	MONTH	
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15		Actual 30-Jan-15
PROPERTY	239,354	57,908	57,908	24.19%	100.00%	57,908	57,908	24.19%	100.00%	57,908	57,908	24.19%	239,354	100.00%
GEN LIABILITY	969,800	608,766	608,766	62.77%	93.00%	608,766	608,766	62.77%	95.70%	309,955	309,955	31.96%	880,356	90.78%
AUTO LIABILITY	68,650	289,890	289,890	422.27%	63.79%	289,890	289,890	422.27%	63.55%	275,129	275,129	400.77%	60,251	87.77%
WORKER'S COMP	1,292,157	1,194,882	1,194,882	92.47%	1,285,217	1,192,782	1,192,782	92.31%	1,284,450	1,169,466	1,169,466	90.50%	1,269,808	98.27%
TOTAL ALL LINES	2,569,961	2,151,446	2,146,803	83.53%	2,519,255	2,149,346	2,149,346	83.63%	2,515,485	1,812,458	1,812,458	70.52%	2,449,769	95.32%
NET PAYOUT %	\$1,677,461			65.27%										

FUND YEAR 2013 -- LOSSES CAPPED AT RETENTION

	Budget	Current		37	MONTH	Last Month		36	MONTH	Last Year		25	MONTH	
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15		Actual 30-Jan-15
PROPERTY	243,372	149,379	149,379	61.38%	100.00%	149,379	149,379	61.38%	100.00%	149,379	149,379	61.38%	243,372	100.00%
GEN LIABILITY	969,800	23,971	23,971	2.47%	880.356	23,971	23,971	2.47%	90.15%	278,945	278,945	28.76%	781,152	80.55%
AUTO LIABILITY	68,650	23,413	23,413	34.10%	60.251	20,525	20,525	29.90%	59.852	9,525	9,525	13.87%	53,358	77.72%
WORKER'S COMP	1,292,157	1,212,719	1,212,719	93.85%	1,269,808	1,229,154	1,229,154	95.12%	1,267,566	1,274,375	1,274,375	98.62%	1,217,179	94.20%
TOTAL ALL LINES	2,573,979	1,409,481	1,409,481	54.76%	2,453,787	1,423,028	1,423,028	55.29%	2,445,035	1,712,224	1,712,224	66.52%	2,295,060	89.16%
NET PAYOUT %	\$1,209,432			46.99%										

FUND YEAR 2014 -- LOSSES CAPPED AT RETENTION

	Budget	Current		25	MONTH	Last Month		24	MONTH	Last Year		13	MONTH	
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15		Actual 30-Jan-15
PROPERTY	243,372	81,245	81,245	33.38%	100.00%	81,245	81,245	33.38%	100.00%	91,343	91,343	37.53%	232,736	95.63%
GEN LIABILITY	774,800	50,999	50,999	6.58%	624.084	38,088	38,088	4.92%	615,116	35,233	35,233	4.55%	482,231	62.24%
AUTO LIABILITY	68,650	3,950	3,950	5.75%	53.358	3,950	3,950	5.75%	52,477	3,950	3,950	5.75%	37,182	54.16%
WORKER'S COMP	1,107,261	719,399	719,399	64.97%	1,043,011	716,888	716,888	64.74%	1,035,404	566,293	566,293	51.14%	776,535	70.13%
TOTAL ALL LINES	2,194,083	855,593	855,593	39.00%	1,963,825	840,171	840,171	38.29%	1,946,368	696,819	696,819	31.76%	1,528,684	69.67%
NET PAYOUT %	\$579,136			26.40%										

FUND YEAR 2015 -- LOSSES CAPPED AT RETENTION

	Budget	Current		13	MONTH	Last Month		12	MONTH	Last Year		1	MONTH	
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15		Actual 30-Jan-15
PROPERTY	230,000	192,987	192,987	83.91%	219,948	165,221	165,221	71.84%	219,048	5,404	5,404	2.35%	13,800	6.00%
GEN LIABILITY	680,000	20,005	20,005	2.94%	423,228	30,702	30,702	4.52%	409,219	1,000	1,000	0.15%	6,800	1.00%
AUTO LIABILITY	91,000	15,877	15,877	17.45%	49,288	11,777	11,777	12.94%	46,562	500	500	0.55%	910	1.00%
WORKER'S COMP	1,157,000	1,170,350	1,170,350	101.15%	811,417	1,169,470	1,169,470	101.08%	741,334	54,200	54,200	4.68%	5,785	0.50%
TOTAL ALL LINES	2,158,000	1,399,219	1,399,219	64.84%	1,503,881	1,377,170	1,377,170	63.82%	1,416,163	61,104	61,104	2.83%	27,295	1.26%
NET PAYOUT %	\$938,114			43.47%										

FUND YEAR 2016 -- LOSSES CAPPED AT RETENTION

	Budget	Current		1	MONTH	Last Month		0	MONTH	Last Year		-11	MONTH
		Unlimited Incurred	Limited Incurred	Actual 31-Jan-16		Unlimited Incurred	Limited Incurred	Actual 31-Dec-15		Unlimited Incurred	Limited Incurred	Actual 30-Jan-15	
PROPERTY	197,238	500	500	0.25%	11,834	0	0	0.00%	0	0	0	N/A	N/A
GEN LIABILITY	641,774	2,600	2,600	0.41%	6,418	0	0	0.00%	0	0	0	N/A	N/A
AUTO LIABILITY	103,684	0	0	0.00%	1,037	0	0	0.00%	0	0	0	N/A	N/A
WORKER'S COMP	1,226,749	17,150	17,150	1.40%	6,134	0	0	0.00%	0	0	0	N/A	N/A
TOTAL ALL LINES	2,169,445	20,250	20,250	0.93%	25,423	0	0	0.00%	0	0	0	N/A	N/A
NET PAYOUT %	\$0			0.00%									



CLIENT ACTIVITY REPORT

JANUARY 2016

GCHIC - Gloucester County Health Insurance Commission

This is your monthly BeneService Advocacy Activity Report providing de-identified details regarding calls, emails or other inquiries received and acted upon by Conner Strong & Buckelew. Note that the data is de-identified to protect the confidentiality of the individual participant pursuant to HIPAA. Furthermore, this reflects cases and inquiries under activity. Some cases are closed immediately while other, depending on their complexity, may take additional time to bring to closure. Conner Strong & Buckelew manages all activity and ensures all cases are acted upon, followed up and brought to closure in as timely a basis as possible.



CLIENT ACTIVITY SUMMARY REPORT

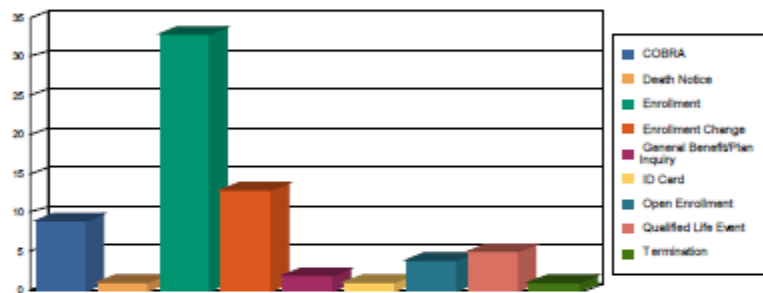
From: 1/1/2016 To: 1/31/2016

GCHIC - Gloucester County Health Insurance Commission

SUBJECT (JANUARY)

	<u># of Issues</u>
COBRA	9
Death Notice	1
Enrollment	33
Enrollment Change	13
General Benefit/Plan Inquiry	2
ID Card	1
Open Enrollment	4
Qualified Life Event	5
Termination	1

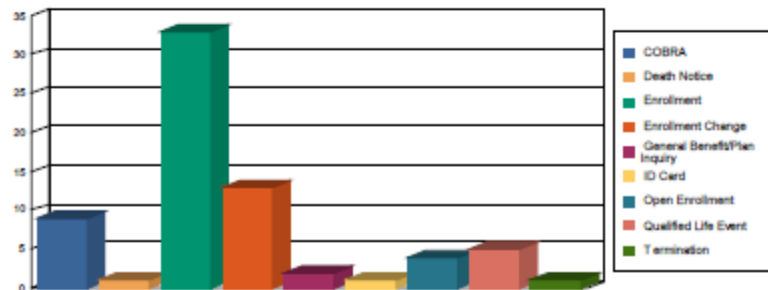
Total for Subject **69**



SUBJECT (YTD)

	<u># of Issues</u>
COBRA	9
Death Notice	1
Enrollment	33
Enrollment Change	13
General Benefit/Plan Inquiry	2
ID Card	1
Open Enrollment	4
Qualified Life Event	5
Termination	1

Total for Subject **69**



CALL SOURCE (JANUARY)

	<u># of Issues</u>
Employee	5
Employer	54
Other	9
Unidentified	1
Total for Call Source	69



CALL SOURCE (YTD)

	<u># of Issues</u>
Employee	5
Employer	54
Other	9
Unidentified	1
Total for Call Source	69



CLOSED TIME (JANUARY)

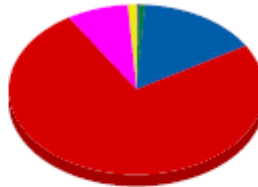
	<u># of Days</u>	<u>%</u>
Same Day	69	100%
Total for Time Range	69	100%

CLOSED TIME (YTD)

	<u># of Days</u>	<u>%</u>
Same Day	69	100%
Total for Time Range	69	100%

CALL SOURCE (YTD)

	<u># of Issues</u>
Broker/Consultant	1
Dependent	5
Employee	75
Employer	369
Other	38
Unidentified	6
Total for Call Source	494

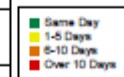
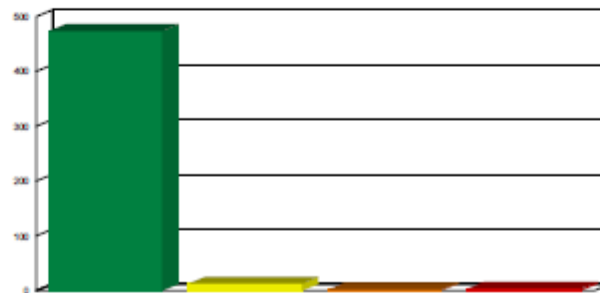


CLOSED TIME (DECEMBER)

	<u># of Days</u>	<u>%</u>
Same Day	28	100%
Total for Time Range	28	100%

CLOSED TIME (YTD)

	<u># of Days</u>	<u>%</u>
Same Day	474	96%
1-5 Days	13	3%
6-10 Days	2	0%
Over 10 Days	4	1%
Total for Time Range	493	100%



**GLOUCESTER COUNTY INSURANCE COMMISSION
BILLS LIST**

Resolution No. 25-16

February 2016

WHEREAS, the Treasurer has certified that funding is available to pay the following bills:

BE IT RESOLVED that the Gloucester County Insurance Commission's hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Commission.

FUND YEAR 2015

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000495			
000495	PERMA RISK MANAGEMENT SERVICES	AATRIX - E-FILING 2015 MISC FORMS	15.60
			15.60
000496			
000496	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV 12/2015	6,583.40
			6,583.40
		TOTAL PAYMENTS FY 2015	6,599.00

FUND YEAR 2016

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000497			
000497	NEW JERSEY COUNTIES EXCESS JIF	DIVIDEND CREDIT	-48,953.38
000497	NEW JERSEY COUNTIES EXCESS JIF	CEL 1ST INSTALLMENT 2016	1,633,778.90
			1,584,825.52
000498			
000498	INSERVCO INSURANCE SERVICES	CLAIMS ADMIN - 02/2016	6,650.00
			6,650.00
000499			
000499	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 02/2016	11,612.84
			11,612.84
000500			
000500	HARDENBERGH INSURANCE GROUP	UNDERWRITING MANAGER - 02/2016	4,680.00
			4,680.00
000501			
000501	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES - 02/2016	663.25
			663.25
000502			
000502	MGL PRINTING SOLUTIONS	CHECKS - GLOUCESTER CO INS COM 2/5/16	208.00
			208.00
000503			
000503	COURIER-POST	ACCT: CHL-091699 - 02/06/16 - MTG	18.00
			18.00
000504			
000504	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV 01/31/2016	5,513.98
000504	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV 01/31/2016	643.80
000504	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV 01/31/2016	122.69
000504	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/31/201	120.00
			6,400.47
000505			

000505	LONG MARMERO & ASSOCIATES, LLP	ATTORNEY FEE 02/12/2016	5,715.00
			5,715.00
000506			
000506	ROBERT SCOLPINO	REIMBURSE MEDICAL & PRESCRIPTION 01/2016	600.25
			600.25
000507			
000507	VIOLA YEAGER	REIMBURSE MEDICAL & PRESCRIPTION 01/2016	600.25
			600.25
000508			
000508	SOUTH JERSEY TIMES	ACCT: 1158710 - 2/9/16 - 2016 MTG DATES	50.37
			50.37
000509			
000509	JUNE ATKINSON	REIMBURSE MEDICAL & PRESCRIPTION 01/2016	600.25
			600.25
000510			
000510	BAGLICIOUS	SAFETY KICK OFF MTG 1/13/16	376.85
			376.85
000511			
000511	HARDENBERGH INSURANCE GROUP	RMC FEE 02/2016	21,320.00
			21,320.00
		TOTAL PAYMENTS FY 2016	1,644,321.05

TOTAL PAYMENTS ALL FUND YEARS \$ 1,650,920.05

Chairperson

Attest:

Dated: _____

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

**GLOUCESTER COUNTY INSURANCE COMMISSION HEALTH INSURANCE FUND
BILLS LIST**

Resolution No. 26-16

FEBRUARY 2016

WHEREAS, the Treasurer has certified that funding is available to pay the following bills.

BE IT RESOLVED that the Gloucester County Insurance Commission Health Insurance Fund's hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

FURTHER, that this authorization shall be made a permanent part of the records of the Commission.

FUND YEAR 2016

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
W0216			
W0216	CONNER STRONG & BUCKELEW	CSB CONSULTING FEE 02/2016	530.50
W0216	CONNER STRONG & BUCKELEW	PERMA CONSULTING FEE 02/2016	2,820.00
			3,350.50
		TOTAL PAYMENTS FY 2016	3,350.50

Chairperson

Attest:

Dated: _____

I hereby certify the availability of sufficient unencumbered funds in the proper accounts to fully pay the above claims.

Treasurer

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS					
GLOUCESTER COUNTY INSURANCE COMMISSION					
ALL FUND YEARS COMBINED					
CURRENT MONTH	December				
CURRENT FUND YEAR	2015				
	Description:	Instrument #1	Instr #2	Instr #3	
	ID Number:	GCIC Deposit A	GCIC WC Clai	GCIC Liability	
	Maturity (Yrs)	0	0	0	0
	Purchase Yield:	0	0	0	0
	TOTAL for All				
	Accts & instruments				
Opening Cash & Investment Balance	\$5,678,475.55	5657525.89	1441.86	19507.8	
Opening Interest Accrual Balance	\$0.00	0	0	0	
1	Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	\$0.00
2	Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
3	(Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	\$0.00
4	Accretion	\$0.00	\$0.00	\$0.00	\$0.00
5	Interest Paid - Cash Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
6	Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
7	Unrealized Gain (Loss)	\$0.00	\$0.00	\$0.00	\$0.00
8	Net Investment Income	\$0.00	\$0.00	\$0.00	\$0.00
9	Deposits - Purchases	\$175,247.15	\$229.43	\$145,091.78	\$29,925.94
10	(Withdrawals - Sales)	(\$417,210.59)	(\$242,192.87)	(\$145,091.78)	(\$29,925.94)
	Ending Cash & Investment Balance	\$5,436,512.11	\$5,415,562.45	\$1,441.86	\$19,507.80
	Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	\$0.00
	Plus Outstanding Checks	\$40,641.24	\$908.55	\$24,687.65	\$15,045.04
	(Less Deposits in Transit)	\$0.00	\$0.00	\$0.00	\$0.00
	Balance per Bank	\$5,477,153.35	\$5,416,471.00	\$26,129.51	\$34,552.84

GLOUCESTER COUNTY INSURANCE COMMISSION
SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED

Current Fund Year: 2015										
Month Ending: December										
	Prop	Liab	Auto	WC			NJ CEL	Admin	TOTAL	
OPEN BALANCE	661,581.28	3,801,281.68	(5,875.81)	1,091,590.67	0.00		0.00	37,715.58	92,182.91	5,678,476.31
RECEIPTS										
Assessments	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Refunds	0.00	229.43	0.00	0.00	0.00		0.00	0.00	0.00	229.43
Invest Pymnts	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Invest Adj	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Subtotal Invest	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
TOTAL	0.00	229.43	0.00	0.00	0.00		0.00	0.00	0.00	229.43
EXPENSES										
Claims Transfers	14,286.79	12,416.73	3,571.20	144,401.30	0.00		0.00	0.00	0.00	174,676.02
Expenses	0.00	0.00	0.00	0.00	0.00		0.00	0.00	67,516.85	67,516.85
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00
TOTAL	14,286.79	12,416.73	3,571.20	144,401.30	0.00		0.00	0.00	67,516.85	242,192.87
END BALANCE	647,294.49	3,789,094.38	(9,447.01)	947,189.37	0.00		0.00	37,715.58	24,666.06	5,436,512.87

RESOLUTION 27-16

**GLOUCESTER COUNTY INSURANCE COMMISSION
AUTHORIZING DISCLOSURE OF LIABILITY CLAIMS CHECK REGISTER**

WHEREAS, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter "GCIC") is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq.; and

WHEREAS, the GCIC is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act requires all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides a public body may permissibly exclude the public from a portion of a meeting at which the public body discusses items per the Open Public Meetings Act at N.J.S.A. 10:4-12.b.(1) thru (9) recognized as requiring confidentiality, and

WHEREAS, it is necessary and appropriate for the GCIC to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12.b.(7); and

WHEREAS, the GCIC is a public agency which must comply with the Open Public Records Act (OPRA) N.J.S.A. 47: 1A-1 to -13; and

WHEREAS, the GCIC must comply with OPRA and reported New Jersey Case Law interpreting same; and

WHEREAS, the GCIC did hold a closed session from which the public was excluded on February 25, 2016 at which time certain items were discussed as were referenced in a separate resolution authorizing said closed session and it being determined certain liability & property claim payment information can be made public at this time; and

NOW THEREFORE BE IT RESOLVED by the Commissioners of said Gloucester County Insurance Commission pursuant to both the Open Public Meetings Act and the Open Public Records Act as follows:

The attached financial transaction logs generated by third party administrator Inservco Insurances Inc. for the periods 1/1/16 to 1/31/16, and related to all non-workers compensation payments are hereby approved for distribution to the listed claimants and for disclosure to the general public

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 25, 2016.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
01/01/2016 Thru 01/31/2016

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid
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Inservco Report Terminology

Reporting Name	Business Name	Business Description
Amount/Amt Paid	Amount Paid	Amount actually paid or received
Amount/Amt Requested	Amount Requested	Amount requested to be paid
As Of Date/To Date	Report End Date	Ending date of transactions on report; usually month end
Payment Type	Type	Types of transactions—Computer, Manual, Refund, Recovery, Stop Pay, Void
Report Begin Date	Report Begin Date	Beginning date of transactions on report; usually beginning of month or inception
Trans Date	Transaction Date	Issue date for computer issued payments and add date for all other type entries

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
01/01/2016 Thru 01/31/2016

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid
Coverage: Auto Liability										
C	4894	3530000829	002 CRAM, MICHAEL	11/23/2015	12/23/2015	PARKER MCCAY	1/22/2016	INV 2551822	622.64	622.64
Total for Coverage: Auto Liability							Number of entries: 1		622.64	622.64
Coverage: Auto Physical Damage										
C	4893	3530001471	001 GLOUCESTER COUNTY	12/17/2015	12/17/2015	GLOUCESTER COUNTY	1/22/2016	Collision loss settlement (2010 Dodge VIN253872)	7,257.50	7,257.50
Total for Coverage: Auto Physical Damage							Number of entries: 1		7,257.50	7,257.50
Coverage: General Liability										
C	4892	3530001117	001 ANDERSON, ALBERT	10/1/2015	11/30/2015	MADDEN & MADDEN PA	1/8/2016	STATEMENT 0	1,760.00	1,760.00
Total for Coverage: General Liability							Number of entries: 1		1,760.00	1,760.00
Coverage: Police Professional										
C	4890	3530000807	001 GOODLET, CHARLES	8/10/2015	11/9/2015	MADDEN & MADDEN PA	1/8/2016	STATEMENT 0	5,642.50	5,642.50
C	4891	3530000547	001 DEAN, TAHARQA	12/7/2015	12/29/2015	MADDEN & MADDEN PA	1/8/2016	LEGAL FEE - STMT #04	431.95	431.95
Total for Coverage: Police Professional							Number of entries: 2		6,074.45	6,074.45
Coverage: Property										
C	4895	3530001447	001 GOIA	11/8/2015	11/8/2015	MIRARCHI ELECTRIC INC	1/22/2016	Property Loss less Deductible	11,539.35	11,539.35
Total for Coverage: Property							Number of entries: 1		11,539.35	11,539.35
Coverage: Un/Underinsured Motorists(NJ)										
C	13182	3530000919	001 RANDOLPH, BRIAN	12/4/2015	12/11/2015	PARKER MCCAY	1/22/2016	LEGAL FEE - INVOICE #2551821	149.00	149.00
V	13031	3530000919	001 RANDOLPH, BRIAN	11/11/2015	11/24/2015	PARKER MCCAY	1/7/2016	LEGAL FEE - INV #2550529	-174.39	-174.39
Total for Coverage: Un/Underinsured Motorists(NJ)							Number of entries: 2		-25.39	-25.39
Total for Gloucester Co Ins Commission - 353							Number of entries: 8		27,228.55	27,228.55



Gloucester County Insurance Commission
 Bill Review / PPO Savings
 2018



Carrier	Month	Total Bills	In-network Bills Penetration Rate	Total Provider Charge	In-network Charges Penetration Rate	Total Allowed ¹	CSG Negotiated Reductions ²	PPO Reductions ³	Bill Review Reductions ⁴	Total Reductions	Total Access Fees	Net Reductions
Inservco	January	46	84.78%	\$29,838.88	76.93%	\$18,414.56	\$458.04	\$5,631.04	\$5,335.24	\$11,424.32	\$1,187.70	\$10,236.62
YTD Total		46	84.78%	\$29,838.88	76.93%	\$18,414.56	\$458.04	\$5,631.04	\$5,335.24	\$11,424.32	\$1,187.70	\$10,236.62

<u>Monthly Summary</u>	<u>December</u>
Total Savings (before fees):	\$11,424.32
Percent Savings:	38%
NET SAVINGS:	\$10,236.62
Percent NET SAVINGS:	34%

Report Footnotes:
¹Recommended amount for payment
²Discounts negotiated by CSG on out of network bills
³Discounts applied in accordance with CHN PPO contracts
⁴USC and CSG Code Review reductions applied

<u>YTD Summary</u>	
Total Savings (before fees):	\$11,424.32
Percent Savings:	38%
NET SAVINGS:	\$10,236.62
Percent NET SAVINGS:	34%

GLOUCESTER COUNTY INSURANCE COMMISSION

SAFETY DIRECTOR'S REPORT

TO: Fund Commissioners
FROM: J.A. Montgomery Risk Control, Safety Director
DATE: February 11, 2016

January- February 2016

RISK CONTROL ACTIVITIES

MEETINGS ATTENDED / TRAINING / LOSS CONTROL VISITS CONDUCTED

- **January 28:** Attended the GCIC meeting in Woodbury.
- **February 2:** Attended the GCIC Safety Committee meeting.
- **February 9:** Attended the GCIC Claims Committee meeting via conference call.

UPCOMING MEETINGS / TRAINING / LOSS CONTROL VISITS PLANNED

- **February 18:** One session of Forklift Certification training is scheduled for GCIC.
- **February 24:** One session of Forklift Certification training is scheduled for GCIC.
- **February 25:** Plan to attend the GCIC meeting in Woodbury.
- **February 26:** One session of Conflict Resolution Dealing with Difficult People training is scheduled for RCGC.

CEL MEDIA LIBRARY

The following GCIC Agencies utilized the CEL Media Library in 2016:

MONTH	AGENCY	# of Videos
January		0
February (2/11)		0

RESOLUTION NO. 28-16

**GLOUCESTER COUNTY INSURANCE COMMISSION
AUTHORIZING A CLOSED SESSION TO DISCUSS
PAYMENT AUTHORIZATION REQUESTS (PARS) & SETTLEMENT (SARS)
RELATED TO PENDING OR ANTICIPATED LITIGATION**

WHEREAS, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter “GCIC”) is duly constituted as an Insurance Commission pursuant to N.J.S.A. 40A:10-6 et seq.; and

WHEREAS, the GCIC is subject to the requirements of the Open Public Meetings Act, N.J.S.A. 10:4-6 et seq.; and

WHEREAS, the Open Public Meetings Act requires all meetings of public bodies be open to the public; and

WHEREAS, the Open Public Meetings Act further provides a public body may permissibly exclude the public from a portion of a meeting at which the public body discusses items per the Open Public Meetings Act at N.J.S.A. 10:4-12.b.(1) thru (9) recognized as requiring confidentiality; and

WHEREAS, it is necessary and appropriate for the GCIC to discuss certain matters in a meeting not open to the public consistent with N.J.S.A. 10:4-12.b.(7); and

NOW THEREFORE BE IT RESOLVED by the Commissioners of said Gloucester County Insurance Commission pursuant to the Open Public Meetings Act as follows:

The GCIC shall hold a closed session from which the public shall be excluded on February 25, 2016.

The general nature of the items to be discussed at said closed session shall include the following: the appropriateness of payment of statutorily required workers’ compensation benefits, settlement authority if any or continuing defense of pending or anticipated litigation, discussion of litigation strategy, position the GCIC will take in said litigation, strengths and weaknesses of GCIC’s position in said litigation.

The specific litigation is identified by the claim number assigned by Inservco in its capacity as the third-party claims administrator, name of the claimant, date of loss, workers’ compensation petition number and/or court assigned docket number which is set forth in the attached list which list is also appended to the GCIC monthly meeting agenda for February 25, 2016 which agenda has been timely posted per the Open Public Meetings Act.

The minutes of said closed session shall be made available for disclosure to the public consistent with N.J.S.A. 10:4-13 when the items which are the subject of the closed session discussions are resolved and the reasons for confidentiality as to both the GCIC and the claimant no longer exist.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 25, 2016.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

GCIC PARS - Worker Compensation & Liability
CLOSED SESSION
2/25/16

Claim #	Claimant	Type of Claim	PAR/SAR	C.P or DO #
3530001270	Estate of Matthew McCloskey	Liability	PAR	
3530001415	Michael Sindoni	Worker Compensation	PAR	CP2015-26492
3530001215	Jackie Hampton	Worker Compensation	PAR/SAR	CP2015-9807

APPENDIX I

**GLOUCESTER COUNTY INSURANCE COMMISSION
OPEN MINUTES
MEETING – January 26, 2016
2 South Broad Street
WOODBURY, NJ 9:30 AM**

Meeting called to order by Gerald White, Chairman. Open Public Meetings notice read into record.

ROLL CALL OF COMMISSIONERS:

Gerald White, Chairman	Present
Michael Burke, Vice Chairman	Present
Tamarisk Jones	Present

FUND PROFESSIONALS PRESENT:

Executive Director	PERMA Risk Management Services Joe Hrubash
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Claims Service	Inservco Insurance Services, Inc. Veronica George Ashley Nelms Keith Platt Steve Daniels
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	Consolidated Services Group, Inc. Jennifer Goldstein
--	--

	Conner Strong & Buckelew Michelle Leighton
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Underwriting Services Director/RMC	Hardenbergh Insurance Group Bonnie Ridolfino Jenna Quattrone
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Attorney	Long Marmero & Associates Doug Long, Esq.
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Treasurer	Tracey Giordano
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Safety Director	J.A. Montgomery Risk Control
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	Glenn Prince
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ALSO PRESENT:

Dean Sizemore, Gloucester County
Karen Christina, Gloucester County
Matt Lyons, Esq. Gloucester County
Linda Galella, Esq. Parker McKay
Patrick Madden, Esq., Madden & Madden
Timothy Bieg, Esq. Madden & Madden
Matt Weng, Esq., Chance & McCann
Cathy Dodd, PERMA Risk Management Services

APPROVAL OF MINUTES: Open Minutes and Closed Minutes of December 17, 2015

MOTION TO APPROVE THE OPEN MINUTES & CLOSED MINUTES OF DECEMBER 17, 2015

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

CORRESPONDENCE: None

Executive Director advised this was the Reorganization meeting of the Commission and he would act as the Chair. Executive Director advised the first order of business would be to accept nominations for the position of Chairman and Vice Chairman.

Commission Attorney administered the oath of office to Chairman White, Commissioner Burke Commissioner Jones and Commissioner Christina.

Executive Director noted Ms. Christina was appointed by the Freeholders to serve as an alternate Commissioner.

ELECTION OF CHAIRMAN & VICE CHAIRMAN:

Commissioner Jones advised she would like to nominate Gerald White as Chairman.

MOTION TO NOMINATE GERALD WHITE FOR CHAIRMAN OF THE GLOUCESTER COUNTY INSURANCE COMMISSION

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

Commissioner Jones advised she would like to nominate Michael Burke as Vice Chairman.

**MOTION TO NOMINATE MICHAEL BURKE FOR VICE
CHAIRMAN OF THE GLOUCESTER COUNTY INSURANCE
COMMISSION**

Motion:	Chairman White
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

Chairman White asked the attendees to introduce themselves.

COMMITTEE REPORTS:

SAFETY COMMITTEE: Mr. Sizemore reported the GCIC Safety and Accident Review Committee was scheduled to meet again on February 2, 2016.

CLAIMS COMMITTEE: Mr. Sizemore advised the Claims Committee met and the PARS would be discussed during closed session. Mr. Sizemore reported the 2016 year was off to a good start until the blizzard of January 23, 2016. Mr. Sizemore indicated there were numerous claims, nothing huge, however several slip and falls, and a few motor vehicle accidents. Mr. Sizemore noted there was a property claim at the Board of Elections involving some awnings. Ms. Ridolfino advised there were two other small claims. Ms. Leighton indicated a CAT number was assigned to the storm and all claims should be reported to Zurich.

EXECUTIVE DIRECTOR REPORT: Executive Director advised he had nine action items for his report and would begin with 2016 Reorganization Resolutions. In response to Chairman White's comment, Commission Attorney advised the reorganization resolutions could be approved by consent.

REORGANIZATION RESOLUTIONS: Executive Director referred to copies of the reorganization resolutions which were included in the agenda. Executive Director reviewed the below resolutions with the Commission.

- Resolution 1-16 Certifying the Election of Chairperson and Vice Chairman
- Resolution 2-16 Appointing Agent for Service of Process and Custodian of Records for the Year 2016
- Resolution 3-16 Designating Official Newspapers for the Commission
- Resolution 4-16 Designating Authorized Depositories for Fund Assets and Establishing Cash Management Plan
- Resolution 5-16 Designating Commission Treasurer
- Resolution 6-16 Designating Authorized Signatures for Commission Bank Accounts
- Resolution 7-16 Indemnifying Gloucester County Insurance Fund Commission Officials/Employees
- Resolution 8-16 Appointing A Commissioner to the New Jersey Counties Excess Joint Insurance Fund for Fund Year 2016

- Resolution 9-16 Authorizing Commission Treasurer to Process Contracted Payments and Expenses

Executive Director asked if anyone had any questions regarding the reorganization resolutions and requested a motion to approve the resolutions.

MOTION TO APPROVE REORGANIZATION RESOLUTIONS 1-16 THROUGH 9-16

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

Executive Director advised he was working with the CEL Underwriting Manager to update the 2016 Risk Management Plan Resolution and should be ready for review at the next meeting.

PROPERTY AND CASUALTY BUDGET: Executive Director reported at the December 17th meeting the 2016 Property and Casualty Budget was introduced. Executive Director advised the budget was amended slightly to reflect responses from the recent RFP's. Executive Director noted changes were made to lines 16 and 22 and the budget was reduced by a total of \$2,014. Executive Director advised the new budget amount was \$5,881,753. Executive Director referred to a copy of the 2016 assessments and advised the payments were due on 3/15/16, 5/15/16 and 10/15/16. Executive Director advised a credit for the 2010 CEL dividend would appear on the assessment bill. Executive Director asked if anyone had any questions on the budget and requested a motion to open the Public Hearing.

MOTION TO OPEN THE PUBLIC HEARING ON THE 2016 PROPERTY & CASUALTY BUDGET

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

MOTION TO CLOSE THE PUBLIC HEARING

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

MOTION TO ADOPT THE PROPERTY & CASUALTY BUDGET FOR GLOUCESTER COUNTY INSURANCE COMMISSION AS PRESENTED FOR THE COMMISSION YEAR 2016 & CERTIFY THE 2016 ASSESSMENTS

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

2016 HEALTH BENEFITS BUDGET: Executive Director reported at the last Commission meeting the 2016 Health Benefit was introduced. Executive Director advised the budget was advertised in the Commission's official newspapers. Executive Director referred to a copy of the budget which was included in the agenda and advised the amount did not change, however the budget included lines for the claims margin and projected trends. Executive Director asked if anyone had any questions and requested a motion to open the public hearing on the 2016 Health Benefits Budget.

MOTION TO OPEN THE PUBLIC HEARING ON THE 2016 HEALTH BENEFIT BUDGET

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO CLOSE THE PUBLIC HEARING

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO ADOPT THE HEALTH BUDGET FOR GLOUCESTER COUNTY INSURANCE COMMISSION AS PRESENTED FOR THE COMMISSION YEAR 2016

Motion: Commissioner Burke
Second: Commissioner Jones
Roll Call Vote: Unanimous

DELTA DENTAL RENEWAL AMENDMENT: Executive Director referred to a copy of the Delta Dental renewal amendment which was included in the agenda for the period of 1/1/16 to 12/31/16. Executive Director asked if anyone had any questions on the amendment and requested a motion for approval.

MOTION TO APPROVE THE RENEWAL AMENDMENT FROM DELTA DENTAL FOR THE PERIOD OF 1/1/16 TO 12/31/16

Motion: Commissioner Burke
Second: Commissioner Jones
Roll Call Vote: Unanimous

RULES & REGULATIONS AMENDMENT: Executive Director reported at the last meeting the Commissioners approved the first reading of an amendment to the Rules & Regulations. Executive Director advised the public hearing was advertised in the Commission's official newspapers. Executive Director referred to a copy of the amendment which was included in the agenda and noted the changes were in red. Executive Director asked if anyone had any questions and requested a motion to open the public hearing on the Rules and & Regulations amendment.

MOTION TO OPEN THE PUBLIC HEARING ON THE RULES & REGULATION AMENDMENT

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO CLOSE THE PUBLIC HEARING

Motion: Commissioner Burke
Second: Commissioner Jones
Roll Call Vote: Unanimous

MOTION TO ADOPT THE AMENDMENT

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MEETING DATES FOR 2016: Executive Director referred to a copy of the 2016 annual meeting notice which was included in the agenda. Executive Director pointed out as in the past there were no meetings scheduled for March, May, July, August and November. Executive Director indicated if the Commissioner's decided any additional meetings were needed the Fund office could schedule with advanced notice. Executive Director advised if the Commissioners agreed with the meeting schedule, Resolution 11-16 was included in the agenda for approval.

MOTION TO ADOPT RESOLUTION 11-16, FIXING PUBLIC MEETING DATES FOR THE YEAR 2016

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

CAIR MOTOR VEHICLE REPORTS: Executive Director reported the renewal invoice from the New Jersey Motor Vehicle Commission was received. The annual administrative fee was \$150. Executive Director advised the Commission would pay for this expense as they did in the past. Executive Director indicated the cost for the expense would be allocated to the miscellaneous and contingency account. Executive Director requested a motion to

approve this payment and noted the check was included on the January bill list as payment was due by January 31, 2016.

MOTION TO APPROVE PAYMENT TO THE NEW JERSEY MOTOR VEHICLE COMMISSION IN THE AMOUNT OF \$150 FOR ONLINE MOTOR VEHICLE REPORTS

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

2016 PROFESSIONAL SERVICES RESOLUTIONS: Executive Director advised at the last meeting the Commissioners reviewed and evaluated the responses from the recent RFP and appointed several professionals for a three year term effective January 1, 2016. Executive Director referred to the applicable resolutions for the appointments which were included in the agenda. Executive Director noted the Commission Attorney reviewed the resolutions and was in the process of drafting the new contracts. Executive Director read the resolutions, asked if anyone had any questions and requesting a motion to approve Resolutions 12-16 through 18-16.

MOTION TO APPROVE RESOLUTIONS 12-16 THROUGH 18-16 APPOINTING CERTAIN PROFESSIONALS FOR A THREE YEAR TERM FOR FUND YEARS 2016, 2017, AND 2018

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

DEFENSE PANEL APPOINTMENTS: Executive Director reported the Commissioner's also reviewed and evaluated the responses for the Defense Panel Firms at the last meeting. Executive Director referred to Resolution 19-16 which was included in the agenda. Executive Director noted the appointment was for one year and the resolution was reviewed the Commission Attorney. Executive Director asked for a motion to approve unless there were any questions.

MOTION TO ADOPT RESOLUTION 19-16 APPOINTING DEFENSE ATTORNEYS FOR THE FUND YEAR 2016

Motion:	Commissioner Burke
Second:	Commissioner Jones
Roll Call Vote:	Unanimous

NJ EXCESS COUNTIES INSURANCE FUND (CELJIF): Executive Director advised the CEL would hold its Reorganization Meeting on February 25, 2016 at the Camden County College Regional Emergency Training Center at 1:00 PM. Executive Director advised the CEL did schedule a call for today to approve a PAR at 1:45 PM.

CERTIFICATE OF INSURANCE REPORT: Executive Director reported on the Certificate of Insurance Report for the period of 12/14/15 to 1/24/16. There were a total of 20 certificates issued for this period.

GCIC PROPERTY AND CASUALTY FINANCIAL FAST TRACK: Executive Director advised the November Property & Casualty Financial Fast Track was included in the agenda. The Commission had a surplus of \$3,178,246 as of November 30, 2015. Executive Director advised that \$1,097,713 on line 9 of the report “Investment in Joint Venture was the GCIC’s share of the CEL JIF equity. Executive Director noted the cash amount was \$5,678,476.

NJ CEL PROPERTY AND CASUALTY FINANCIAL FAST TRACK: Executive Director reported the agenda included the November Financial Fast Track for the NJ CEL. As of November 30, 2015 the CEL had a surplus of \$5,086,463.

HEALTH BENEFITS FINANCIAL FAST TRACK: Executive Director reported the agenda included the November Health Benefits Financial Fast Tracks. As of November 30, 2015 there was a surplus of \$118,195. Executive Director asked if anyone had any questions on the Financial Fast Tracks.

CLAIMS TRACKING REPORTS: Executive Director reported the agenda included the claim monitoring reports as of December 31, 2015. Executive Director referred to the Claim Activity Report and advised the purpose of the report was to review the number of claims along with changes in reserve. Executive Director advised he reviewed the report and did not find any anomalies with the report. Executive Director also reviewed the Claims Management Report Expected Loss Ratio Analysis” report as of December 31, 2015. Executive Director reported all of the years expect 2011 were running better than the actuary projected. Executive Director reviewed the report and asked if anyone had any questions.

2016 EXCESS INSURANCE AND ANCILLARY COVERAGE POLICIES: Executive Director advised the CEL renewal policies would be available again electronically through the Conner Strong & Buckelew secure website for authorized representative designated by their respective member entity. Executive Director noted the CEL Underwriting Manager was reviewing the policies and would release an e-mail with instructions to access the website when the policies were available.

Executive Director advised on behalf of himself and Cathy Dodd he wanted to thank the Commission for the re-appointment.

Executive Director advised that concluded his report unless anyone had questions.

Executive Director's Report Made Part of Minutes.

TREASURER REPORT: Chairman White advised the January Bill Lists were included in the agenda and requested motions to approve.

MOTION TO APPROVE THE JANUARY BILL LIST, RESOLUTION 20-16 IN THE AMOUNT OF \$59,246.22

Motion: Commissioner Jones
Second: Chairman White
Roll Call Vote Unanimous

MOTION TO APPROVE THE JANUARY HEALTH BILL LIST, RESOLUTION 21-16 IN THE AMOUNT OF \$3,350.50

Motion: Commissioner Jones
Second: Chairman White
Roll Call Vote Unanimous

Executive Director also pointed out the monthly Treasurer's reports showing the cash transactions and investments were included in the agenda.

CLAIMS REPORT:

Chairman White presented Resolution 22-16 Inservco Liability Check Register for the period of 12/1/15 through 12/31/15.

MOTION TO APPROVE RESOLUTION 22-16 LIABILITY CHECK REGISTER FOR THE PERIOD OF 12/1/15 THROUGH 12/31/15

Motion: Commissioner Jones
Second: Chairman White
Roll Call Vote: Unanimous

MANAGED CARE PROVIDER: Ms. Goldstein thanked the Commission for the re-appointment on behalf of CSG. Ms. Goldstein reviewed the Client Bill Review Summary Report for the month of December which was included in the agenda. Ms. Goldstein advised there were 58 bills received for the month of December. Ms. Goldstein advised the total provider charge was \$216,706.47. The total allowed amount was \$100,907.72. Ms. Goldstein advised the total savings for December was \$115,798.75 or 53% savings. Ms. Goldstein also reviewed the year to date figures which were included in her report. Ms. Goldstein pointed out the total net savings was \$472,286.40 or 44%. Ms. Goldstein advised that concluded her report unless anyone had any questions.

CEL SAFETY DIRECTOR:

REPORT: Mr. Prince reviewed the December through February 2016 Risk Control Activity Report which was included in the agenda. Mr. Prince noted on February 26th a training session was scheduled “Conflict Resolution Dealing with Difficult People” at the College. Mr. Prince indicated Ms. Ridolfino volunteered to play the role of a hostile student.

RISK MANAGEMENT/UNDERWRITING SERVICES DIRECTOR:

REPORT: Ms. Ridolfino advised on behalf of Chris Powell and the Hardenbergh Insurance Group they appreciated the reappointment. Ms. Ridolfino advised the 2016 Safety Kick Off Meeting was held on January 13, 2016 and there was approximately 95 people in attendance. Ms. Ridolfino advised one of the topics discussed was the On-Line Supervisor Incident Investigating Report Review Form. Ms. Ridolfino reported another topic discussed was the Cyber Liability threat. Ms. Ridolfino indicated AIG does have some free services and she was meeting with an AIG representative and the County’s IT department to discuss further to see what other controls could be put in place to secure the County’s systems.

Ms. Ridolfino advised she was going to review the Claims Committee and Safety Committee Charters to see if any changes were needed.

Ms. Ridolfino reported the On-Line Supervisor Incident Investigating Report Review Form would be discussed at the next Safety Committee meeting and then rolled out to the Department Heads.

Ms. Ridolfino distributed a report outlining a few items her office could not place through the GCIC/NJCEJIF and advised she would need motions to renew the policies.

Ms. Ridolfino reviewed the items in her document and requested the following motions for approval.

MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO BIND THE AUTHORITY’S VOLUNTEER ACCIDENT POLICY FOR DREAM PARK THROUGH QBE EFFECTIVE 1/28/16 FOR AN ANNUAL PREMIUM OF \$400

Motion:	Commissioner Jones
Second:	Commissioner Burke
Roll Call Vote:	Unanimous

MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO RENEW PROSECUTOR DALTON’S BOND THROUGH C NA FOR AN ANNUAL COST OF \$70.00 EFFECTIVE 3/9/16

Motion: Commissioner Jones
Second: Chairman White
Roll Call Vote: Unanimous

MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO RENEW SUPERINTENDENT OF BUILDINGS AND GROUNDS SCIRROTTO'S BOND THROUGH C N A FOR AN ANNUAL COST OF \$70.00 EFFECTIVE 4/2/16

Motion: Commissioner Jones
Second: Chairman White
Roll Call Vote: Unanimous

Ms. Ridolfino advised that concluded her report unless anyone had any questions.

ATTORNEY: Commission Attorney did not have anything to discuss.

OLD BUSINESS: None

NEW BUSINESS: None

PUBLIC COMMENT:

MOTION TO OPEN MEETING TO PUBLIC

Moved: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

Seeing no members of the public wishing to speak Chairman White asked for a motion to close the public comment portion of the meeting.

MOTION TO CLOSE THE MEETING TO THE PUBLIC

Moved: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote : Unanimous

CLOSED SESSION: Chairman White read and requested a motion to approve Resolution 23-16 authorizing a Closed Session to discuss PARS & SARS relating to pending or anticipated litigation as listed.

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO GO INTO CLOSED SESSION

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO RETURN TO OPEN SESSION

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

Commission Attorney advised he would read the applicable motions to approve the PARS discussed during closed session.

MOTION TO AUTHORIZE AN INCREASE IN AUTHORITY FOR CLAIM # 3530000836 FROM \$20,000 TO \$21,500 AN INCREASE OF \$1,500

Motion: Commissioner Burke
Second: Chairman White
Roll Call Vote: Unanimous

(Commissioner Jones abstained as she is a Commissioner on the DRPA)

MOTION TO AUTHORIZE AN INCREASE IN AUTHORITY FOR CLAIM # 3530000807 FROM \$178,399.64 TO \$198,333 AN INCREASE OF \$19,933.64

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO AUTHORIZE AN INCREASE IN AUTHORITY FOR CLAIM # 3530001441 FROM \$89,260 TO \$250,000 AN INCREASE OF \$160,740

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO AUTHORIZE AN INCREASE IN AUTHORITY FOR CLAIM #3530000588 FROM \$115,499.24 TO \$159,000 AN INCREASE OF \$43,500.76

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

**RESOLUTION TO AUTHORIZE A RELEASE OF SETTLEMENT
IN THE MATTER OF 3530000807 IN THE AMOUNT OF \$113,333**

Motion: Commissioner Jones
Second: Commissioner Burke
Roll Call Vote: Unanimous

MOTION TO ADJOURN:

Motion: Commissioner Jones
Second: Chairman White
Roll Call Vote: Unanimous

Mr. Platt thanked for the Commission for the reappointment and advised Inservco looked forward to working with the Commission again in 2016.

MEETING ADJOURNED: 11:09 AM

Minutes prepared by: Cathy Dodd, Assisting Secretary

APPENDIX II

RESOLUTION NO. 24-16

Gloucester County Insurance Commission

(hereinafter the "Insurance Commission")

BE IT RESOLVED BY THE INSURANCE COMMISSION'S GOVERNING BODY THAT

EFFECTIVE 1/1/16

the 2016 Plan of Risk Management shall be:

- 1.) The perils or liability to be insured against.
 - a.) The Insurance Commission insures the following perils or liability:
 - Workers' Compensation including Employer's Liability, USL&H and Harbor Marine/Jones Act.
 - General Liability including Law Enforcement Liability and Employee Benefits Liability.
 - Automobile Liability including PIP and Uninsured/Underinsured Motorists Coverage.
 - Property, Auto Physical Damage and Boiler & Machinery.
 - b.) The following coverage are provided to the Insurance Commission's member entities by their membership in the New Jersey Counties Excess Joint Insurance Fund (NJC).
 - Excess Workers' Compensation including employers liability
 - Excess General Liability including law enforcement liability
 - Excess Auto Liability
 - Excess Property including Boiler and Machinery
 - Public Officials Liability/School Board Legal/EPL
 - Crime
 - Pollution Liability
 - Medical Professional and General Liability
 - Excess Medical Professional and General Liability
 - Employed Lawyers Liability

- Cyber Liability
- Non-Owned Aircraft Liability

2.) The limits of coverage.

a.) Workers' Compensation limits.

- The Insurance Commission covers \$300,000 per occurrence including:
 - Employer's Liability - \$300,000 per occurrence.
 - USL&H – \$300,000 per occurrence.
 - Harbor Marine/Jones Act - \$300,000 per occurrence.
- The NJC covers excess workers compensation claims to the following limits.
 - Workers' Compensation – statutory excess of the Insurance Commission's \$250,000.
 - Employer's Liability - at a sub-limit of \$25,750,000 excess of the Insurance Commission's \$250,000.
 - USL&H – \$250,000 less NJ State benefits excess of the Insurance Commission's \$300,000.
 - Harbor Marine/Jones Act - \$250,000 less NJ State benefits excess of the Insurance Commission's \$300,000.

NJC retains limits of \$250,000 excess \$300,000 for Workers Compensation and Employers Liability. NJC purchases from Wesco Insurance Company \$450,000 excess \$550,000 each occurrence/employee and purchases from Safety National Casualty Company 'Statutory' Workers Compensation limits excess of \$1,000,000 and \$5,000,000 excess of \$1,000,000 for Employers Liability. Additional Employers Liability limits of \$5,000,000 excess of \$6,000,000 are purchased from Underwriters at Lloyds, \$15,000,000 excess \$11,000,000 from National Casualty.

b.) General Liability limits.

- The Insurance Commission covers \$250,000 per occurrence.
 - Law Enforcement - included in the General Liability limits.
 - Employee Benefits Liability - included in the General Liability limits.
 - Subsidence - \$250,000 per occurrence
 - Sexual Abuse or Molestation Coverage - \$250,000 per occurrence except for schools.
 - Owned Watercraft 35' in length or less - \$250,000.
 - Garagekeepers Legal Liability - \$250,000

- The NJC covers excess liability claims as follows:
 - General Liability - \$20,500,000 excess the Insurance Commission's \$250,000. The \$5,000,000 excess \$500,000 commercial excess layer is subject to a \$10,000,000 per member insurance commission 12 month aggregate limit (1/1/16-1/1/17). The \$15,000,000 excess \$5,500,000 commercial excess layer is subject to a \$15,000,000 annual aggregate limit (1/1/16-1/1/17).
 - Law Enforcement - included in the NJC's excess General Liability limits.
 - Employee Benefits Liability - included in the NJC's excess General Liability limits.
 - Subsidence - \$250,000 per occurrence excess of the Insurance Commission's \$250,000. NJC retains 100% of the limit excess of the Member Commission's retention.
 - Sexual Abuse or Molestation Coverage - \$250,000 excess of the Insurance Commission's \$250,000 except for schools. NJC retains 100% of the limit excess of the Member Commission's retention.
 - Owned Watercraft 35' in length or less - \$250,000 excess of the Insurance Commission's \$250,000. NJC retains 100% of the limit excess of the Member Commission's retention.

- Garagekeepers Legal Liability - \$250,000 excess of the Insurance Commission's \$250,000. NJC retains 100% of the limit excess of the Member Commission's retention.

NJC retains limits of \$250,000 excess \$250,000 and purchases from Underwriters at Lloyds limits of \$5,000,000 per occurrence and a \$10,000,000 12 month aggregate (1/1/16-1/1/17) excess over and above \$500,000. NJC also purchases from National Casualty limits of \$15,000,000 per occurrence and a \$15,000,000 annual aggregate (1/1/16-1/1/17) excess over and above the \$5,000,000/\$10,000,000 with Underwriters at Lloyds

c.) Automobile Liability limits.

- The Insurance Commission covers automobile liability claims as follows:
 - Automobile Bodily Injury and Property Damage Liability claims at a combined single limit of \$250,000.
 - The Insurance Commission covers \$250,000 for Personal Injury Protection (PIP) per Addendum I of this Plan.
 - The Insurance Commission covers \$15,000/\$30,000/5,000 for Underinsured/Uninsured Motorists Liability per Addendum II of this Plan.
 - The Insurance Commission covers automobile medical payments of \$15,000 per person but only as respects to Gloucester County corrections transport. Effective 1/1/14.
- The NJC covers excess automobile liability claims as follows:
 - Automobile Bodily Injury and Property Damage Liability claims excess of the Insurance Commission's \$250,000 CSL limit. Included in the NJC's excess General Liability limits as shown above.

NJC retains limits of \$250,000 excess \$250,000 and purchases from Underwriters at Lloyds limits of \$5,000,000 per occurrence and a \$10,000,000 12 month aggregate (1/1/16-1/1/17) excess over and above \$500,000. NJC also purchases from National Casualty limits of \$15,000,000 per occurrence and a \$15,000,000 annual aggregate

(1/1/16-1/1/17) excess over and above the \$5,000,000/\$10,000,000 with Underwriters at Lloyd.

The NJC does not provide excess PIP OR Uninsured/Underinsured Motorist Coverage.

The excess general liability, auto liability, law enforcement liability and employers liability limits with Underwriters at Lloyds, National Casualty per member Commission and are shared limits amongst GCIC member entities.

d.) Public Officials Liability/School Board Legal/Employment Practices Liability

- The NJC via the commercial market covers public officials liability/school board legal liability/employment practices liability as follows:

- \$15,000,000 each claim and in the annual aggregate on a claims made basis per member Insurance Commission (except for Healthcare entities which have a \$1,000,000 each claim and in the annual aggregate sub-limit) subject to the retentions as outlined below:
 - Gloucester County - \$100,000 each POL & EPL
 - Rowan College at Gloucester County - \$25,000 SBL/\$50,000 EPL
 - Gloucester County UA - \$5,000 each POL & EPL
 - Gloucester County LC - \$5,000 each POL & EPL
 - Gloucester County IA - -\$25,000 SBL/\$100,000 EPL

There is a sub-limit of \$1,000,000 each claim and in the annual aggregate excess of a member entity retention of \$100,000 for sexual abuse/molestation for schools only.

School Board Legal Liability applies to the member entity schools and Public Officials Liability applies to all other member entities.

NJC does not retain any risk as it is fully insured in the commercial market.

e.) Property/Equipment Breakdown

Property Limits/Sub-limits

- The Insurance Commission covers \$100,000 per occurrence less applicable member entity per occurrence deductibles.
- The NJC provides excess property coverage and Equipment Breakdown coverage via the commercial market with Zurich and excess property coverage with Mitsui Sumitomo Insurance Company of America (33.33%); Scottsdale Insurance Company (33.33%); Starr Companies (33.33%) on a quota share basis with the following limits (*SHARED BY ALL NJC MEMBER COMMISSIONS AND THEIR MEMBER ENTITIES*) excess of the member retention and member entity per occurrence deductibles:

Property Per Occurrence Limits:

- A. \$110,000,000 Per Occurrence with Zurich
- B. \$150,000,000 Per Occurrence with *Mitsui Sumitomo Insurance Company of America (33.33%)/Scottsdale (33.33%)/Starr Companies(33.33%)*
- C. \$260,000,000 per Occurrence Total Program Limit

Property Sub-Limits:

- Named Storm Wind and Hail - \$160,000,000 per occurrence for covered property east of GSP for Atlantic, Ocean, Monmouth and Burlington counties and all of cape May County
- Earthquake - \$200,000,000 (Annual Aggregate)
- Flood - \$100,000,000 (Annual Aggregate) Except;
 - Flood Inside Special Flood Hazard Area (SFHA) - \$25,000,000
- Asbestos Cleanup - \$50,000 per occurrence
- Valuable Paper And Records - \$10,000,000
- Accounts Receivable - \$10,000,000
- Demolition & Increased Cost of Construction - \$25,000,000
- Business Interruption -Included in \$110,000,000 blanket limit (Business Income On Revenue Producing Property Only)
- Extra Expense – \$10,000,000
- Transit- \$1,000,000 Per Conveyance/\$1,000,000 Per Occurrence
- Fine Arts - \$2,500,000 (Owned And Non Owned)
- Pollution And Contamination Cleanup (Limited) - \$250,000 (Annual Aggregate)
- Miscellaneous Unnamed Locations - \$10,000,000
- Builders' Risk - \$25,000,000 (the lesser of \$1,000,000 sublimit or 60 days for soft costs, subject to applicable deductible per cause of loss and 24 hour qualifying period)

- New Construction and Additions – \$25,000,000 per location (the lesser of \$1,000,000 sublimit or 60 days for soft costs, subject to applicable deductible per cause of loss and 24 hour qualifying period)
- Service Interruption - \$10,000,000 Combined Time Element and Property Damage Including Overhead Transmission Lines within 1 mile of insured premises, 24 hour qualifying period)
- Ingress/Egress – 30 Day Period for property with a 5 mile radius but not to exceed a \$5,000,000 limit.
- Debris Removal - \$25,000,000
- Civil Government Authority – Lesser of \$5,000,000 or 30 day period, within 5 mile radius
- Leasehold Interest - \$15,000,000
- Loss Of Rents - \$15,000,000
- Professional Fees - \$1,250,000
- Extended Period of Liability – 365 Days
- Auto Physical Damage - \$15,000,000
- Underground Piping - \$5,000,000 (only if within 5 MILES of a pump station, process plant, metering pit, wells or similar operational locations which are owned, leased, used occupied or intended for use by the member entity). There is no coverage for the perils of Earthquake, Flood or Named Storm.
- EDP Equipment – Subject to a 24 hour qualifying period. No sub-limit for equipment. \$1,000,000 sublimit for data and software
- Outdoor Property - \$10,000,000
- Equipment Breakdown - \$100,000,000
 - Ammonia Contamination - \$5,000,000
 - Spoilage - \$5,000,000
 - Extended Period Of Indemnity - 365 Days

Note: There is an Excess Property Policy with Mitsui Sumitomo Insurance Company of America (33.33%); Scottsdale Insurance Company (33.33%); Starr Companies (33.33%) on a quota share basis which extends the Per Occurrence Policy Limits by \$150,000,000 to a total of \$260,000,000. Coverage sub-limits on the Primary policy are excluded by the Excess Property policy, including Equipment Breakdown. The primary limit is \$110,000,000

- There is an Excess Flood/Earthquake policy placed with Aspen Specialty (20%)/AXIS Surplus (20%)/United Specialty (20%)/Endurance American Specialty(10%)/Interstate Fire & Casualty (10%)/RSUI Indemnity (10%)/Westchester Surplus (10%) which provides:

- \$50,000,000 aggregate policy limit for Flood coverage excess of the aggregate policy limits provided by Zurich (\$25,000,000 for locations inside the 100-Year Flood Zone, \$50,000,000 for all other locations, as noted above); and
- \$100,000,000 aggregate policy limit for Earthquake coverage excess of the \$100,000,000 aggregate policy limit provided by Zurich (noted above).

Property Deductibles

- The standard member insurance commission retention is \$100,000 per occurrence less member entity per occurrence deductibles below. Also applies to time element, auto physical damage and flood (except as noted below).
 - Gloucester County - \$10,000 Property, \$5,000 Equipment and \$1,000 Auto Physical Damage
 - Rowan College at Gloucester County - \$2,500 Property and \$500 Auto Physical Damage
 - Gloucester County Utilities Authority - \$1,000 Property and \$1,000 Auto Physical Damage
 - Gloucester County Library Commission - \$1,000 Property and \$500 Auto Physical Damage
 - Gloucester County Improvement Authority - \$1,000 Property and \$500 Auto Physical Damage
- The Equipment Breakdown deductible is \$25,000 member entity deductible per occurrence.
- The Earthquake Member Insurance Commission retention is \$100,000 per occurrence less the per occurrence member entity deductibles. **HOWEVER, IF THERE IS A LOSS FROM A SINGLE OCCURRENCE INVOLVING MULTIPLE ENTITIES, THE MAXIMUM OCCURRENCE DEDUCTIBLE WILL BE \$100,000.**
- The Flood Member Insurance Commission retention is \$100,000 per occurrence (combined property damage and time element) less member entity per occurrence deductibles. **HOWEVER, IF THERE IS A LOSS FROM A SINGLE OCCURRENCE INVOLVING MULTIPLE ENTITIES, THE MAXIMUM OCCURRENCE DEDUCTIBLE WILL BE \$100,000.**
- Flood loss for property within the Special Flood Hazard Area (SFHA) 100-year flood zone is subject to a deductible of

\$500,000 each building for municipality buildings, and \$500,000 each building for building contents member entity deductible per occurrence; and \$100,000 for each building for loss of income or the National Flood Insurance Plan's (NFIP) maximum available limits for public entities, whichever is greater, regardless of whether National Flood Insurance program coverage is purchased or not. **HOWEVER, IF THERE IS A LOSS FROM A SINGLE OCCURRENCE INVOLVING MULTIPLE ENTITIES, THE MAXIMUM OCCURRENCE DEDUCTIBLE WILL BE \$100,000.**

Losses shall also be adjusted subject to a \$100,000 per occurrence Insurance Commission deductible for pumping stations, pistol ranges, vehicles and mobile equipment less the applicable member entity deductible.

- “Named Storm as respects to covered property in Atlantic, Ocean, Monmouth and Burlington Counties located east of the Garden State Parkway and any covered property in Cape May County” For Property Damage: subject to a deductible of 1% of the value, per the Valuation clause of the General Conditions section, of the property insured as of the date of loss, for the Location where the direct physical loss or damage occurred, per occurrence; For Time Element: 1% of the full 12 months Gross Earnings or Gross Profit values that would have been earned following the occurrence by use of the facilities at the Location where the direct physical loss or damage occurred and all other Locations where Time Element loss ensues, per occurrence. Combined PD and TE deductible subject to a minimum deductible of \$250,000 per Location and a maximum deductible of \$1,000,000 per occurrence. The “Named Storm” deductible is a per member entity deductible.
- Note: The Gloucester County Insurance Commission provides coverage for the difference in deductible for “insured property” resulting from “insured perils” (per the terms and conditions of the Zurich policy through the NJC JIF), but only for what is not reimbursed by FEMA less the member entity deductible. The Gloucester County Insurance Commission will not provide coverage for the difference in deductible for time element loss.

Named Storm is defined as any storm or weather disturbance that is named by the U.S. National Oceanic and Atmospheric Administration (NOAA) or the U.S. National Weather Service or the National Hurricane Center or any comparable worldwide equivalent.. Location is defined as a building(s) bounded on all sides by public streets, clear land space or open waterways, each not less than 50 feet wide, a site or tract of land occupied or available for occupancy with tangible property. If the Named Storm involves covered property

within the Special Flood Hazard Area (SFHA) the Special Flood Hazard Area (SFHA) deductible above applies.

Special Flood Hazard Area (SFHA) - Is an area defined by FEMA or any foreign equivalent that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year. The 1-percent annual chance flood is also referred to by FEMA as the base flood or 100-year EDGE-100-B (12/10) flood. SFHA's per FEMA include but are not limited to Zone A, Zone AO, Zone AH, Zones A1-A30, Zone AE, Zone A99, Zone AR, Zone AR/AE, Zone AR/AO, Zone AR/A1-A30, Zone AR/A, Zone V, Zone VE, and Zones V1-V30. If not defined by FEMA or any foreign equivalent, it is an area that will be inundated by the flood event having a 1-percent chance of being equaled or exceeded in any given year.

- Underground Piping \$100,000 per occurrence less the member entity deductibles as stated above. There is no coverage for the perils of Earthquake, Flood or Named Storm.
- Golf Carts - \$25,000

NJC does not retain any risk as it is fully insured in the commercial market.

f.) Crime

The NJC via the commercial market provides crime coverage at the following limits and deductibles (the Insurance Commission retains no risk for Crime):

Limit per occurrence:

- Gloucester County – \$1,000,000
- Gloucester County Library Commission - \$1,000,000
- Gloucester County Utilities Authority - \$1,000,000
- Rowan College at Gloucester College - \$1,000,000
- Gloucester County Improvement Authority - \$1,000,000

Deductible per occurrence:

- Gloucester County – \$15,000
- Gloucester County Library Commission - \$10,000
- Gloucester County Utilities Authority - \$10,000
- Rowan College at Gloucester County - \$10,000
- Gloucester County Improvement Authority - \$10,000

NJC does not retain any risk as it is fully insured in the commercial market.

g.) Pollution Liability

The NJC via the commercial market provides pollution liability coverage at the following limits and deductibles (the Insurance Commission retains no risk for Pollution Liability):

- Limit of Liability: \$10,000,000 per claim and \$25,000,000 annual aggregate
- Member Entity Deductible: \$25,000

NJC does not retain any risk as it is fully insured in the commercial market.

All policy aggregates limits are shared by the NJC member Commissions of Gloucester, , Salem, Camden, Union and Burlington and their respective member entities. It is also shared with Cumberland County and Atlantic County Utilities Authorities.

h.) Medical Professional General Liability/Excess Medical Professional

The NJC via the commercial market provides medical professional general liability/excess medical professional coverage at the following limits and deductibles (the Insurance Commission retains no risk for medical professional general liability):

- Limit per claim/annual aggregate: \$1,000,000/\$3,000,000
 - This primary aggregate limit is shared by each member entity of each NJC member Commission.
- Excess Limit annual aggregate: \$20,000,000/\$20,000,000
 - Excess Limit is a Shared limit with CCIC, BCIC, CUIC and SCIC.
- Member Entity Retentions Deductibles GL and PL:
 - Gloucester County – \$25,000 Includes Department of Corrections, Division of Education & Disability, Division of Senior Services and Department of Health Services.
 - Gloucester County IA (Shady Lane) - \$10,000
 - Gloucester County Prosecutors Office (SANE) - \$5,000

- Rowan College at Gloucester County: Allied health Programs– \$5,000
- GC Emergency Response Center - \$10,000
- GCIC Scheduled Physicians - \$5,000
 - G.Feigin -GC
 - J.Palmer - GC
 - J. Briskin - GC
 - C. Siebert - GC

NJC does not retain any risk as it is fully insured in the commercial market.

i.) Employed Lawyers Professional Liability

The NJC via the commercial market provides employed lawyers professional liability coverage at the following limits and deductibles (the Insurance Commission retains no risk for employed lawyers’ professional liability):

- Limit per claim and annual aggregate:
\$5,000,000/\$10,000,000
- Member Entity Self Insured Retentions:
 - Gloucester County \$25,000

NJC does not retain any risk as it is fully insured in the commercial market.

J.) Cyber Liability – Network Privacy & Security Liability effective 1/1/16

The NJC via the commercial market provides on an optional basis network privacy & security liability coverage at the following limits and deductibles (the insurance commission retains no risk for network privacy & security liability coverage):

- Limits per claim and annual aggregate:
 - Security & Privacy Liability: \$1,000,000
 - regulatory sub-limit: \$750,000*
 - Network Interruption (12 hour period): \$250,000
 - Event Management: \$250,000
 - Cyber Extortion: \$ 1,000,000
 - Minimum affected individuals: 100
 - Maximum affected individuals: \$500,000
- Retention per member entity:
 - Security & Privacy Liability: \$25,000
 - Regulatory: \$25,000

- Network Interruption (12 hour period): \$25,000
- Event Management: \$25,000
- Cyber Extortion: \$ 25,000
- Minimum affected individuals: 100
- Maximum affected individuals: \$500,000

- Participating member entities are:
 - Gloucester County
 - Gloucester County Improvement Authority
 - Gloucester County Utilities Authority
 - Gloucester County Library Commission
 - Rowan College at Gloucester County

k.) Non-Owned Aircraft. The NJCE covers \$9,000,000 CSL for Bodily Injury and Property Damage Liability, and \$5,000 medical expense for each passenger.

NOTICE: The above description is a general overview of the coverage and limits provided by the Insurance Commission. The actual terms and conditions are defined in the individual policy documents and this Risk Management Plan. All issues and/or conflicts shall be decided upon by the individual policy documents.

3.) The amount of risk to be retained by the Insurance Commission (except as noted in section 2. Limits of coverage).

- a.) Workers' Compensation (all coverages) - \$300,000 CSL
- b.) General Liability (all coverages) - \$250,000 CSL
- c.) Law Enforcement Liability – Included in General Liability
- d.) Automobile Liability
 - Property Damage & Bodily Injury - \$250,000 CSL
 - Underinsured/Uninsured - \$15,000/\$30,000/\$5,000 CSL
 - Personal Injury Protection - \$250,000 CSL
- d.) Public Officials Liability/School Board Legal/Employment Practices Liability - None
- e.) Property/APD - \$100,000 per occurrence less member entity deductibles.
- f.) Crime – None

- g.) Pollution Liability – None
 - h.) Medical Professional General Liability – None
 - i.) Employed Lawyers Liability – None
 - j.) Cyber Liability – None
 - k.) Non Owned Aircraft - None
- 4.) The amount of unpaid claims to be established.
- a.) The general reserving philosophy is to set reserves based upon the probable total cost of the claim at the time of conclusion. Historically, on claims aged eighteen (18) months, the Insurance Commission expects the claims servicing company to set reserves at 85% accuracy. The Insurance Commission also establishes reserves recommended by the Insurance Commission’s Actuary for claims that have been incurred but not yet reported so that the Insurance Commission has adequate reserves to pay all claims and allocated loss adjusted expense liability.
 - b.) Claims reserves are subject to regular review by the Insurance Commission’s Executive Director/Administrator, Attorney, Board of Commissioners and claims servicing company. Reserves on large or unusual claims are also subject to review by the claims departments of the commercial insurance companies or reinsurance companies providing primary or excess coverages to the Insurance Commission either directly or through the NJC JIF.
- 5.) The method of assessing contributions to be paid by each member of the Insurance Commission.
- a.) By November 15th of each year, the actuary computes the probable net cost for the upcoming Insurance Commission year by line of coverage and for each prior Insurance Commission year. The Actuary includes all budget items in these computations. The annual assessment of each participating member entity is its pro rata share of the probable net cost of the upcoming Insurance Commission year for each line of coverage as computed by the Actuary.
 - b.) The calculation of pro rata shares is based on each member’s experience modified manual premium for that line of coverage. The Insurance Commission’s Governing Body also adopts a capping formula which limits the increase of any member's assessment from

the preceding year to the Insurance Commission wide average increase plus a percentage selected by the Governing Body. The total amount of each member's annual assessment is certified by majority vote of the Insurance Commission's Governing Body at least one (1) month prior to the beginning of the next fiscal year.

- c.) The Treasurer deposits each member's assessment into the appropriate accounts, including the administrative account, and the claim or loss retention trust Insurance Commission account by Insurance Commission year for each type of coverage in which the member participates.
 - d.) If a member entity becomes a member of the Insurance Commission or elects to participate in a line of coverage after the start of the Insurance Commission year, such participant's assessments and supplement assessments are reduced in proportion to that part of the year which had elapsed.
 - e.) The Insurance Commission's Governing Body may by majority vote levy upon the participating member entities additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Insurance Commission's claim, loss retention or administrative accounts to assure the payment of the Insurance Commission's obligations. All supplemental assessments are charged to the participating member entities by applicable Insurance Commission year, and shall be apportioned by the year's assessments for that line of coverage.
 - f.) Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Insurance Commission fail to assess funds required to meet its obligations, the Chairman, or in the event by his or her failure to do so, the custodian of the Insurance Commission's assets, shall notify the Commissioner of Banking and Insurance and the Director of Community Affairs. Past due assessments shall bear interest at the rate established annually by the Insurance Commission's Governing Body.
- 6.) Procedures governing loss adjustment and legal expenses.
- a.) The Insurance Commission engages a claims service company to handle all claims. The performance of the claims adjusters is monitored and periodically audited by the Executive Director's office, the Insurance Commission Attorney, the NJC's attorney's office, as well as the claims department of the NJC's five major excess insurers (i.e. Underwriters at Lloyds, National Casualty, Markel for excess liability; Wesco Insurance Company and Safety

National Casualty Company for workers' compensation). Every three years, the NJC's internal auditors also conduct an audit.

- b.) Each member entity is provided with a claim reporting procedure and appropriate forms.
 - c.) In order to control workers' compensation medical costs, the Insurance Commission has engaged a managed care organization (CSG) component *through a contract* whose procedures are integrated into the Insurance Commission's claims process.
 - d.) To provide for quality defense and control costs, the Insurance Commission has established an approved defense attorney panel with firms which specialize in Title 59 matters. The performance of the defense attorneys is overseen by the Insurance Commission Attorney, as well as, the various firms which audit the claims adjusters.
- 7.) Coverage to be purchased from a commercial insurer, if any.
- The Insurance Commission does not purchase commercial insurance.
- 8.) Reinsurance to be purchased.
- The Insurance Commission does not purchase reinsurance.
- 9.) Procedures for the closure of Insurance Commission years, including the maintenance of all relevant accounting records.
- a.) Not applicable at this time.
- 10.) Assumptions and Methodology used for the calculation of appropriate reserves requirements to be established and administered in accordance with sound actuarial principles.
- a.) The general approach in estimating the loss reserves of the Insurance Commission is to project ultimate losses for each Insurance Commission year using paid and incurred loss data. Two traditional actuarial methodologies are used: the paid loss development method and the incurred loss development method. From the two different indications resulting from these methods the Insurance Commission Actuary chooses a "select" estimate of ultimate losses. Subtraction of the paid losses from the select ultimate losses yields the loss reserve liability or Insurance Commission funding requirement.

b.) The following is an overview of the two actuarial methods used to project the ultimate losses.

- Paid Loss Development Method - This method uses historical accident year paid loss patterns to project ultimate losses for each accident year. Because this method does not use case reserve data, estimates from it are not affected by changes in case reserving practices. However, the results of this method are sensitive to changes in the rate of which claims are settled and losses are paid, and may underestimate ultimate losses if provisions are not included for very large open claims.
- Case Incurred Loss Development Method - This method is similar to the paid loss development method except it uses historical case incurred loss patterns (paid plus case outstanding reserves) to estimate ultimate losses. Because the data used includes case reserve estimates, the results from this method may be affected by changes in case reserve adequacy.

11.) The maximum amount a certifying and approving officer may approve pursuant to N.J.A.C. 11:15-2.22.

- \$15,000 for workers compensation claims
- \$15,000 for liability claims
- With the advance approval of the Insurance Commission Attorney or Executive Director, the certifying and approving officer may also pay hospital bills if waiting until after the next regularly scheduled Insurance Commission meeting would result in the loss of a discount on such bills. When the certifying and approving officer utilizes this authority, a report shall be made to the Commissioners at their next meeting.

Adopted by the Governing Body this 25th day of February 2016.

Gloucester County Insurance Commission

By: _____
Chairperson

Attest: _____
Secretary

ADDENDUM I

2016 Risk Management Plan
Addendum #1
NEW JERSEY PERSONAL INJURY PROTECTION

With respects to coverage provided by this Addendum, the provisions of Policy **PK1019016** – Coverage forms CA 00 01 12 93, IL 00 17 11 98, IL 00 21 07 02, IL 02080702 apply unless modified by this Addendum for a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, New Jersey

This Addendum is effective 1/1/**2016**.

MEDICAL EXPENSE BENEFITS DEDUCTIBLE

The medical expense benefits are subject to a deductible of \$250 per **occurrence**.

Medical expense benefits applicable to:

A. The **named insured** and, if the **named insured** is an individual, any **family members** will be subject to a deductible of \$250 per **occurrence**.

B. insured **persons** other than the **named insured** and, if the **named insured** is an individual, any **family members** shall be subject to a separate deductible of \$250 per **occurrence**.

MEDICAL EXPENSE BENEFITS CO-PAYMENT

Medical expense benefits are subject to a co-payment of 20% per **occurrence** for amounts payable between the applicable deductible and \$5,000.

DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSES OPTION

All Personal Injury Protection benefits other than medical expense benefits are deleted with respect to the **named insured** and, if the **named insured** is an individual, any **family members**, when indicated to the left. Refer to the Deletion Of Benefits Other Than Medical Expenses Provision.

MEDICAL EXPENSE BENEFITS-AS-SECONDARY OPTION

If the **named insured** is an individual, medical expense benefits with respect to the **named insured** and **family members**, are secondary to the health benefits plans under which the **named insured** and **family members** are insured, when indicated to the left.

A. Coverage

1. **Personal Injury Protection**

We will pay personal injury protection benefits for **bodily injury** sustained by an **eligible injured person** or an **insured person** caused by an **occurrence** occurring during the Policy period within the United States of America, its territories or possessions or Canada and arising out of the ownership, maintenance or use, including loading or unloading, of a **private passenger auto** as an auto.

These Personal Injury Protection Benefits consist of:

a. **Medical Expense Benefits**

An amount not exceeding **\$250,000** per person per **occurrence** for reasonable and necessary expenses incurred for medical, surgical, rehabilitation and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medication and non-medical expenses that are prescribed by a treating **health care provider** for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvements to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a **health care provider**, be **clinically supported** and consistent with the symptoms, diagnosis or indications of the **insured**. They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an **identified injury**. They must not be rendered primarily for the convenience of the **insured** or **health care provider** nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. **Income Continuation Benefits**

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an **income producer** during his or her lifetime, as a result of **bodily injury** disability, not to exceed net **income** normally earned during the period in which benefits are payable.

c. **Essential Services Benefits**

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an **eligible injured person** as reimbursement for payments made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for **income** but for the care and maintenance of himself or herself and persons related to the **eligible injured person** by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the **eligible injured person**.

d. **Death Benefits**

The amount or amounts payable in the event of the death of an **eligible injured person** as determined below:

- (1) If the **eligible injured person** was an **income producer** at the time of the **occurrence**, an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of **income** resulting from his or her injury prior to his or her death;
- (2) If the **eligible injured person** ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. **Funeral Expense Benefits**

An amount not exceeding \$1,000 of reasonable funeral, burial and cremation expenses incurred.

2. **Pedestrian Personal Injury Protection**

This coverage applies to **pedestrians** and only to **occurrences** which occur during the Policy period in New Jersey. With respect to an **insured motor vehicle** as described for this Coverage, Pedestrian Personal Injury

Protection Coverage is the only Personal Injury Protection Coverage for that vehicle.

We will pay pedestrian personal injury protection benefits to an **eligible injured person**. These Pedestrian Personal Injury Protection benefits consist of:

a. **Medical Expense Benefits**

An amount not exceeding **\$250,000** per person per **occurrence** for reasonable and necessary expenses incurred for medical, surgical, rehabilitative and diagnostic treatments and services, hospital expenses, ambulance or transportation services, medical and non-medical expenses that are prescribed by a treating **health care provider** for a permanent or significant brain, spinal cord or disfiguring injury.

Non-medical expense means charges for products and devices, not exclusively used for medical purposes or as durable medical equipment, such as vehicles, durable goods, equipment, appurtenances, improvement to real or personal property, fixtures and services and activities such as recreational activities, trips and leisure activities.

All medical expenses must be rendered by a **health care provider**, be **clinically supported** and consistent with the symptoms, diagnosis or indications of the **insured**. They must also be consistent with the most appropriate level of service that is in accordance with the standards of good practice and standard professional treatment protocols, including care paths for an **identified injury**. They must not be rendered primarily for the convenience of the **insured** or **health care provider** nor may they involve unnecessary testing or treatment.

However, medical expenses include any nonmedical remedial treatment rendered in accordance with recognized religious methods of healing.

b. **Income Continuation Benefits**

An amount not exceeding a limit of \$100 per week and a total limit of \$5,200 payable for the loss of income of an **income producer** during his or her lifetime, as a result of **bodily injury** disability; not to exceed net **income** normally earned during the period in which benefits are payable.

c. **Essential Services Benefits**

An amount not exceeding a limit of \$12 per day and a total limit of \$4,380 payable to an **eligible injured person** as reimbursement

for payment made to others, for substitute essential services of the type actually rendered during his or her lifetime and which he or she would ordinarily have performed not for **income** but for the care and maintenance of himself or herself and persons related to the **eligible injured person** by blood, marriage or adoption (including a ward or foster child) who are residents of the same household as the **eligible injured person**.

d. **Death Benefits**

The amount or amounts payable in the event of the death of an **eligible injured person** as determined below:

- (1) If the **eligible injured person** was an **income producer** at the of time the **occurrence**, an amount equal to the difference between \$5,200 and all basic income continuation benefits paid for any loss of **income** resulting from his or her injury prior to his or her death;
- (2) If the **eligible injured person** ordinarily performed essential services for the care and maintenance of himself or herself, his or her family or family household, an amount equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. **Funeral Expense Benefits**

An amount not exceeding \$1,000 for reasonable funeral, burial cremation expenses incurred.

B. Exclusions

1. **Personal Injury Protection**

We will not pay Personal Injury Protection benefits for **bodily injury**:

- a. To a person whose conduct contributed to the **bodily injury** in any of the following ways:
 - (1) While committing a high misdemeanor or felony or seeking to avoid lawful apprehension or arrest by a police officer; or
 - (2) While acting with specific intent to cause injury or damage to himself or herself or others;
- b. To any person who, at the time of the **occurrence**, was the owner

- or registrant of a **private passenger auto** registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;
- c. To any person who is not occupying a covered **auto**, other than the **named insured** or any **family member** or a resident of New Jersey, if the **occurrence** occurs outside of New Jersey;
 - d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
 - e. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or CONDITION incident to any of the foregoing;
 - f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
 - g. To any person, other than the **named insured** or any **family member**, if such person is entitled to New Jersey Personal Injury Protection Coverage as a **named insured** or **family member** under the terms of any other Policy with respect to such coverage;
 - h. To any **family member**, if such person is entitled to New Jersey Personal Injury Protection Coverage as a **named insured** under the terms of another Policy; or
 - i. To any person operating or occupying a **private passenger auto** without the permission of the owner or the **named insured** under the Policy insuring that **auto**.
 - j. To any person who is convicted of, or pleads guilty to:
 - (1) Operating a motor vehicle; or
 - (2) Allowing another person to operate a motor vehicle owned by that **insured** or in that **insured's** care, custody or control;
while the **insured** or that other person:
 - (1) Is under the influence of intoxicating liquor or a narcotic, hallucinogenic or habit-producing drug; or
 - (2) Is later found to have a blood alcohol concentration by weight of alcohol in excess of the legal limit of the jurisdiction where the violation occurred.
 - k. To any person who refused to submit to a chemical test after being arrested for operating a motor vehicle while under the influence of intoxicating liquor or a narcotic hallucinogenic or habit-producing drug.
 - l. For the following diagnostic tests:

- (1) Brain mapping;
- (2) Iridology;
- (3) Mandibular tracking and simulation;
- (4) Reflexology;
- (5) Spinal diagnostic ultrasound;
- (6) Surface electromyography (surface EMG);
- (7) Surrogate arm mentoring; or
- (8) Any other diagnostic test that is determined to be ineligible for coverage under Personal Injury Protection Coverage by New Jersey law or regulation.

2. Pedestrian Personal Injury Protection

The EXCLUSIONS that apply to Personal Injury Protection also apply to Pedestrian Personal Injury Protection, except EXCLUSIONS b. and c., which **do** not apply to Pedestrian Personal Injury Protection Coverage.

C. Limit Of Insurance

1. Any amount payable by **us** as Personal Injury Protection benefits for **bodily injury** shall be reduced by:
 - a. All amounts paid, payable or required to be provided under any workers' compensation or employees' temporary disability law.
 - b. Medicare provided under federal law.
 - c. Benefits actually collected that are provided under federal law to active and/or retired military personnel.
2. Any amount payable by **us** as medical expense benefits will be limited by medical fee schedules, as promulgated by the New Jersey Department of Banking and Insurance for specific injuries or services.
3. Any amount payable for medical expense benefits as the result of any one **occurrence** shall be:
 - a. Reduced by the applicable deductible of \$500; and
 - b. Subject to the co-payment of 20% for the amount between the applicable deductible and \$5,000.
4. The applicable limit of income continuation benefits applies separately to each full, regular and customary work week of an **eligible injured person**. If this disability from work or employment consists of or includes only a part of such a week, **we** shall be liable for only that proportion of such weekly limit that the number of days lost from work or employment during the partial week bears to the number of days in his or her full work

week.

5. If the Addendum indicates that the **named insured** has elected the Medical Expense Benefits As Secondary option, the following provisions apply to medical expense benefits:

a. **Priority Of Benefits**

- (1) The health benefits plans under which the **named insured** and any **family member** are insured shall provide primary coverage for **allowable expenses** incurred by the **named insured** and any **family member** before any medical expense benefits are paid by **us**.
- (2) This insurance shall provide secondary coverage for the medical expense benefits for **allowable expenses**, which remained uncovered.
- (3) The total benefits paid by the health benefits plans and this insurance shall not exceed the total amount of **allowable expenses**.

b. **Determination Of Medical Expense Benefits Payable**

- (1) To calculate the amount of **actual benefits** to be paid by **us**, **we** will first determine the amount of **eligible expenses** which would have been paid by **us**, after application of the deductible and co-payment indicated in this Addendum had the **named insured** not elected the Medical Expense Benefits As Secondary Coverage option.
- (2) If the remaining **allowable expenses** are:
 - (a) Less than the benefits calculated in Paragraph (1) above, **we** will pay **actual benefits** equal to the remaining **allowable expenses**, without reducing the remaining **allowable expenses** by the deductible or co-payment.
 - (b) Greater than the benefits calculated in Paragraph (1) above, **we** will pay **actual benefits** equal to the benefits calculated in Paragraph 1 above, without reducing the remaining **allowable expenses** by the deductible or co-payment.
- (3) **We** will not reduce the **actual benefits** determined in Paragraph 2.:

- (a) By any deductibles or co-payments of the health benefits plans which have provided primary coverage for medical expense benefits; or
 - (b) For any **allowable expense** remaining uncovered which otherwise would not be an **eligible expense** under Personal Injury Protection Coverage, except as set forth in Paragraph (4) below.
- (4) In determining remaining uncovered **allowable expenses**, **we** shall not consider any amount for items of expense which exceed the dollar or percent amounts recognized by the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance.
- (5) The total amount of medical expense benefits for the **named insured** or any **family member** per **occurrence** shall not exceed the maximum amount payable for medical expense benefits under this Policy.

c. **Health Benefits Plan Ineligibility**

- (1) If, after the **named insured** has elected the Medical Expense Benefits As Secondary Coverage option, it is determined that the **named insured** or any **family member** did not have a health benefits plan in effect at the time an **occurrence** occurred which resulted in **bodily injury** to the **named insured** or any **family member**, medical expense benefits shall be provided to the **named insured** or any **family member**, subject to the following:
- (a) Only Paragraph 1. of the Limit Of Insurance Provision will apply with respect to medical expense benefits.
 - (b) Any amount payable for medical expense benefits for the **named insured** and any **family member** as a result of any one **occurrence** shall;
 - (1) Be reduced by a deductible equal to the sum of \$750 plus the \$500 deductible indicated in this Addendum; and
 - (2) Be subject to a co-payment of 20% for amounts less than \$5,000 after the deductible has been applied.
 - (3) Be determined:
 - (i) By the medical fee schedules

promulgated by the New Jersey Department of Insurance; or

- (ii) By us, on a reasonable basis, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, if an item or expense is not included on the medical fee schedules.

(4) Not exceed the maximum amount payable for medical expense benefits under this Policy.

(2) All items of medical expense incurred by the **named insured** or any **family member** for the treatment of **bodily injury** shall be **eligible expenses** to the extent the treatment or procedure from which the expenses arose:

- (a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or
- (b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.

(3) **We** shall be entitled to recover the difference between:

- (a) The reduced premium paid under this Policy for the Medical Expense Benefits As Secondary option; and
- (b) The premium which would have been paid under this Policy had the **named insured** not elected such option.

We will not provide any premium reduction for the Medical Expense Benefits As Secondary option for the remainder of the Policy period.

6. The limit of insurance shown in this Addendum for weekly income continuation benefits shall be prorated for any period of **bodily injury** disability less than one week.

D. Changes in Conditions

All conditions stated in Policy #PK1019016 – Coverage forms CA 00 01 12 93, IL 00 17 11 98, IL 00 21 07 02, IL 02080702 apply, however:

1. The **Duties In The Event Of Occurrence**, Condition is amended by the addition of the following:
 - a. If an **eligible injured person, insured person** or the legal representative or survivors of either institutes legal action to recover damages for injury against a person or organization who is or may be liable in tort there for, he or she must promptly give **us** a copy of the summons and complaint or other process served in connection with the legal action.
 - b. The **eligible injured person, insured person** or someone on their behalf must promptly give us written proof of claim including:
 - (1) Full particulars of the nature and extent of the **bodily injury**; and
 - (2) Such other information that will help us determine the amount due and payable.
 - c. The **eligible injured person or insured person** must submit to physical examination by physicians when and as often as **we** reasonably require and a copy of the medical report will be forwarded to such **eligible injured person or insured person** if requested.

2. The following Conditions are added:
 - a. **Reimbursement And Trust**

Subject to any applicable limitations set forth in the New Jersey Automobile Reparation Reform Act, if **we** make any payment to any **eligible injured person** or insured **person** under this coverage and that person recovers from another party, he or she shall hold the proceeds in trust for **us** and pay **us** back the amount **we** have paid. **We** will have a lien against such payment, and may give notice of the lien to the person or organization causing **bodily injury**, his or her agent or insurer or a court having jurisdiction in the matter.
 - b. **Payment Of Personal Injury Protection Benefits**
 - (1) Medical expense benefits and essential services benefits may be paid at our option to the **eligible injured person, insured person** or the person or organization furnishing the products or services for which such benefits are due. These benefits shall not be assignable except to providers of service benefits. Any such assignment is not enforceable unless the provider of service benefits agrees

to be subject to the requirements of our Decision Point Review Plan. In the event of the death of an **eligible injured person** or **insured person** any amounts payable, but unpaid prior to death, for medical expense benefits are payable to the **eligible injured person's** or **insured person's** estate.

- (2) Benefits payable under Paragraph A.2.d.(1) of the description of death benefits are payable to the **eligible injured person's** surviving spouse, or if there is no surviving spouse, to his or her surviving children, or if there is not a surviving spouse or any surviving children, to the **eligible injured person's** estate.
- (3) Benefits payable under Paragraph A.1.d.(2) of the description of death benefits are payable to the person who has incurred the expense of providing essential services.
- (4) Funeral expense benefits are payable to the **eligible injured person's** or **insured person's** estate.

c. **Deletion Of Benefits Other Than Medical Expenses Option**

When the Addendum indicates that the Deletion Of Benefits Other Than Medical Expenses Option applies, **we** will pay personal injury protection benefits consisting only of medical expense benefits for the **named insured** and **family members**.

d. **Employee Benefits Reimbursement**

If the **eligible injured person** or **insured person** fails to apply for workers' compensation benefits or employees' temporary disability benefits for which that person is eligible, **we** may immediately apply to the provider of these benefits for reimbursement of any personal injury protection benefits that **we** have paid.

e. **Proof of Health Benefits Plan Coverage**

If the **named insured** has elected the Medical Expense Benefits As Secondary option, the **named insured** shall provide proof that the **named insured** and **family members** are insured by health insurance coverage or benefits in a manner and to an extent approved by the New Jersey Department of Banking and Insurance.

f. **Special Requirements For Medical Expenses**

- (1) **Care Paths For Identified Injuries (Medical Protocols)**

- (a) The New Jersey Department of Banking and Insurance has established by regulation the standard courses of medically necessary diagnosis and treatment for **identified injuries**. These courses of diagnosis and treatments are known as care paths.

The care paths do not apply to treatment administered during **emergency care**.

- (b) Upon notification to use of a **bodily injury** covered under this Policy, **we** will advise the **insured** of the care path requirements established by the New Jersey Department of Banking and Insurance.
- (c) Where the care paths indicate a decision point, further treatment or the administration of a diagnostic test is subject to our Decision Point Review Plan.

A decision point means the juncture in treatment where a determination must be made about the continuation or choice of further treatment of an **identified injury**.

(2) **Coverage For Diagnostic Tests**

- (a) In addition to the care path requirements for an **identified injury**, the administration of any of the following diagnostic tests is also subject to the requirements of our Decision Point Review Plan:
- (i) Brain audio evoked potential (BAEP);
 - (ii) Brain evoked potential (BEP);
 - (iii) Computer assisted tomographic studies (CT, CAT Scan);
 - (iv) Dynatron/cyber station/cybex;
 - (v) Electroencephalogram (EEG);
 - (vi) H-reflex Study;
 - (vii) Magnetic resonance imaging (MRI);
 - (viii) Needle electromyography (needle EMG);
 - (ix) Nerve conduction velocity (NCV);
 - (x) Somasensory evoked potential (SSEP);
 - (xi) Sonogram/ultrasound;

- (xii) Videofluorosocpy;
 - (xiii) Visual evoked potential (VEP); or
 - (xiv) Any other diagnostic test that is subject to the requirements of our Decision Point Review Plan by New Jersey law or regulation.
- (b) The diagnostic tests listed under Paragraph (2)(a) must be administered in accordance with New Jersey Department of Banking and Insurance regulations which set forth the requirements for the use of diagnostic tests in evaluating injuries sustained in **auto accidents**.
However, those requirements do not apply to diagnostic tests administered during **emergency care**.
- (c) **We** will pay for other diagnostic tests that are:
- (i) Not subject to our Decision Point Review Plan; and
 - (ii) Not specifically excluded under EXCLUSION 1.1.;
- only if administered in accordance with the criteria for medical expenses as provided in this ENDORSEMENT.

(3) **Decision Point Review Plan**

- (a) Coverage for certain medical expenses under this Addendum is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. **We** will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.
- (b) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:
- (i) The requirements of the Decision Point Review Plan only apply after the tenth day following the **occurrence**.
 - (ii) **We** must be provided prior notice as indicated in our plan, with appropriate

clinically supported findings, that additional treatment for an **identified injury** or the administration of a diagnostic test listed under Paragraph (2)(a) is required.

The notice and **clinically supported** findings may include a comprehensive treatment plan for additional treatment.

- (c) Once **we** receive such notice with the appropriate **clinically supported** findings, **we** will, in accordance with our plan:
 - (i) Promptly review the notice and supporting materials; and
 - (ii) If required as part of our review, request any additional medical records or schedule a physical examination.
- (d) **We** will then determine and notify the **eligible injured person** or the **insured person** whether **we** will provide coverage for the additional treatment or diagnostic test as indicated in our plan. Any determination **we** make will be based on the determination of a **health care provider**.
- (e) Any physical examination of an **eligible injured person** or **insured person** scheduled by **us** will be conducted in accordance with our plan.
- (f) A penalty will be imposed in accordance with **our** plan if:
 - (i) **We** do not receive proper notice and **clinically supported** findings;
 - (ii) **We** are not provided medical records if requested by **us**; or
 - (iii) Any **eligible injured person** or **insured person** fails to appear for the physical examination if required by **us**.

g. **Dispute Resolution**

If **we** and any person seeking Personal Injury Protection Coverage do not agree as to the recovery of Personal Injury Protection Coverage under this Addendum, then the matter may be submitted to dispute resolution, **on** the initiative of any party to the dispute, in accordance with New Jersey law or regulation.

Any request for dispute resolution may include a request for

review by a medical review organization.

3. The following Condition is added for **Personal Injury Protection** and **Pedestrian Personal Injury Protection**:

COORDINATION AND NON-DUPLICATION

- a. Regardless of the number of **autos** insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no duplication of payment of basis personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to **bodily injury** to any one person as the result of any one **occurrence** shall not exceed the applicable amounts or limits specified in Section 4 of said Act.
 - b. If an **eligible injured person** under this coverage is also an **eligible injured person** under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata **in** the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a Policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.
4. The following Condition is added for **Personal Injury Protection**:

MEDICAL PAYMENTS DELETION

In consideration of the Coverage provided for Personal Injury Protection and in Paragraphs A.1. and A.2. of this Addendum, and the adjustment of applicable rates because of **bodily injury** to an **eligible injured person**, any auto medical payments coverage provided under the coverage part is deleted with respect to an **auto** which is a covered **auto**.

E. Definitions

The **Definitions** Section is amended as follows:

1. The definition of **bodily injury** is replaced by the following:

Bodily injury means bodily harm, sickness or disease, including an **identified injury** or death that results.

2. The following definitions are added for **Personal Injury Protection**, and **Pedestrian Personal Injury Protection**:

- a. **Actual benefits** means those benefits determined to be payable for **allowable expenses**.

- b. **Allowable expense** means a medical necessary, reasonable and customary item of expense covered as benefits by the **named insured's** or **family member's** health benefits plan or personal injury protection benefits as an **eligible expense**, at least in part. When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an **allowable expense** and a paid benefit.

- c. **Clinically supported** means that a **health care provider**, prior to selecting, performing or ordering the administration of a treatment or diagnostics test, has:

- (1) Physically examined the **eligible injured person** or **insured person** to ensure that the proper medical indications exist to justify ordering the treatment or test;
- (2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
- (3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and
- (4) Recorded and documented these observations, positive and negative findings and conclusions on the **insureds** medical records.

- d. **Eligible expense** means:

- (1) In the care of health benefits plans, that portion of the medical expenses incurred for the treatment of **bodily**

injury which is covered under the terms and CONDITIONS of the plan, without application of the deductible(s) and co-payment(s), if any.

- (2) In the case of personal injury protection benefits, that portion of the medical expenses incurred for the treatment of **bodily injury** which, without considering any deductible and co-payment, shall not exceed:
- (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or
 - (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.
- e. **Emergency care** means all treatment of a **bodily injury** which manifests itself by acute symptoms of sufficient severity such that absence of immediately attention could reasonably be expected to result in death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medical necessary care immediately following an **occurrence**, including but not limited to, immediate pre-hospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the **occurrence**.
- f. **Family member** means a person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**.
- g. **Health care provider** means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
- (1) Hospital or healthcare facilities that are maintained by a State or any of its political subdivisions or licensed by the

Department of Health and Senior Services.

- (2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;
 - (3) A non-profit voluntary visiting nurse organization providing health care services other than in a hospital;
 - (4) Hospitals or other health care facilities or treatment centers located in other states or nations;
 - (5) Physicians licensed to practice medicine and surgery;
 - (6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (Podiatrists), psychologists, physical therapists, health maintenance organizations, orthotics and prosthetics, professional nurses occupational therapists, speech language pathologists, audiologists, physician assistants, physical therapists assistants and occupational therapy assistants;
 - (7) Registered bio-analytical laboratories;
 - (8) Certified nurse-midwives and nurse practitioners/clinical nurse-specialists; or
 - (9) Providers of other health care services or supplies including durable medical goods.
- h. **Identifiable injury** means the following **bodily injuries** for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment;
- (1) Cervical Spine: Soft Tissue Injury;
 - (2) Cervical Spine: Herniated Disc/Radiculopathy;
 - (3) Thoracic Spine: Soft Tissue Injury;
 - (4) Thoracic Spine: Herniated Disc/Radiculopathy;
 - (5) Lumbar-Sacral Spine: Soft Tissue Injury;
 - (6) Lumbar-Sacral Spine: Herniated disc/Radiculopathy; and
 - (7) Any other **bodily injury** for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.
- i. **Income** means salary, wages, tips commissions, fees and other earnings derived from work or employment.

- j. **Income producer** means a person who, at the time of the **occurrence**, was in an occupational status, earning or producing income.
- k. **Named insured** means the person or organization named in General Endorsements (SNS Gen **01-01** (04/10) and SNS GEN **01-06** (04-10) of Policy #PK1019016, if an individual, includes his or her spouse if the spouse is a resident of the household of the **named insured**, except that if the spouse ceases to be a resident of the same household, the spouse shall be a **named insured** for the full term of the Policy in effect at the time of cessation of residency. If the covered **auto** is owned by a farm family co-partnership or corporation, the term **named insured** also includes the head of the household of each family designated in the Policy as having a working interest in the farm.
- l. **Pedestrian** means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails and tracks.
- m. **Private passenger auto** means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:
- (1) A private passenger or station wagon type auto;
 - (2) A van, a pickup or panel truck or delivery sedan; or
 - (3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes
- A **private passenger auto** does not include:
- (a) A motorcycle;
 - (b) An auto used as a public or livery conveyance for passengers;
 - (c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an **insured** other than farming or ranching; or
 - (d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

3. The following definition is added to the **Definitions** Section for **Personal Injury Protection**:

Eligible injured person means:

- a. The **named insured** and, if the **named insured** is an individual, any **family member**, if the **named insured** or the **family member** sustains **bodily injury**:
 - (1) As a result of any **occurrence** while occupying, using, entering into or alighting from a **private passenger auto**, or
 - (2) While a **pedestrian**, caused by a **private passenger auto** or by an object propelled by or from a **private passenger auto**.
- b. Any other person who sustains **bodily injury**:
 - (1) While, with **your** permission, that person is occupying, using, entering into or alighting from the covered **auto**; or
 - (2) While a **pedestrian**, caused by the covered **auto** or as a result of being struck by an object propelled by or from the covered **auto**.

4. The following are added to the **Definitions** Section for **Pedestrian Personal Injury Protection**:

- a. **Eligible injured person** means:
A person who sustains **bodily injury** while a **pedestrian**, caused by an **Insured motor vehicle** or as a result of being struck by an object propelled by or from the **insured motor vehicle**.
- b. **Insured motor vehicle** means a self-propelled motor vehicle designed for use principally on public roads, which is not a **private passenger auto** and to which the liability coverage of this Coverage Form applies.

ADDENDUM II

2016 Risk Management Plan
Addendum #2
New Jersey Uninsured Motorists Coverage

With respects to coverage provided by this Addendum, the provisions of Policy #CP0513640 – Coverage forms CA 00 01 12 93, IL 00 17 11 98, IL 00 21 07 02, IL 02080702 apply unless modified by this Addendum.

This Addendum is effective **January 1, 2016**.

Limit of Insurance:

Bodily Injury:	\$15,000 per person \$30,000 per accident
Property Damage:	\$ 5,000 per accident

A. Coverage

1. **We** will pay all sums the insured is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from bodily injury sustained by the insured, or **property damage** caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an **uninsured motor vehicle**.
2. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

B. Who is An Insured

If the Named Insured is designated in the General Endorsements (SNS Gen **01-01** (04/10) and SNS GEN **01-06** (04-10) of Policy **#PK1019016** as:

1. An individual, then the following are insured:
 - i. The Named Insured and any family members.
 - ii. Anyone else **occupying** a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
 - iii. Anyone for damages he or she is entitled to recovery because of bodily injury sustained by another insured.
2. A partnership, limited liability company, corporation or any other form of organization, then the following are insureds:
 - i. Anyone **occupying** a covered auto or a temporary substitute for a covered auto. The covered auto must be out of service because of its breakdown, repair, servicing, loss or destruction.
 - ii. Anyone for damages he or she is entitled to recover because of bodily injury sustained by another insured.

C. Exclusions

This insurance does not apply to any of the following:

1. With respect to an **uninsured motor vehicle**, any claim settled without our consent.

2. Damages for pain, suffering and inconvenience resulting from bodily injury caused by an accident involving an **uninsured motor vehicle** unless the injured person has a legal right to recover damages for such pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act. The injured person's legal right to recover damages for pain, suffering and inconvenience under the New Jersey Automobile Reparation Reform Act will be determined by the liability tort limitation, if any, applicable to that person.
3. The direct or indirect benefit of any insurer or self-insurer under any workers' compensation, disability benefits or similar law.
4. The direct or indirect benefit of any insurer of property.
5. Anyone using a vehicle without a reasonable belief that the person is entitled to do so.
6. **Property damage** for which the Insured had been or is entitled to be compensated by other property or physical damage insurance.
7. The first \$500 of the amount of **property damage** to the property of each insured as the result of any one accident.
8. **Property damage** caused by a hit-and-run vehicle.
9. Punitive or exemplary damages.
10. Bodily injury or **property damage** sustained by an Insured who is an owner of a motor vehicle:
 - i. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation; or
 - ii. Required to be insured in accordance with New Jersey law or regulation, but not insured for this coverage or any similar coverage.

However, this exclusion does not apply to an individual Named Insured, and such Named Insured's spouse, unless the individual Named Insured or such Named Insured's spouse are **occupying**, at the time of an accident, a motor vehicle described in Subparagraph a. or b. under Item B Who is An Insured.

D. Limit of Insurance

1. Regardless of the number of covered autos, insureds, premiums paid, claims made or vehicles involved in the accident, the Limit of Insurance shown in this Addendum for Uninsured Motorists Coverage is the most we will pay for all damages resulting from any one accident with an **uninsured motor vehicle**.
 - i. However, subject to our maximum limit of Insurance for this coverage, if:
 1. An insured is not the individual named insured under this Coverage;
 2. That Insured is an individual named insured under one or more other policies providing similar coverage; and
 3. All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage; then the most **we** will pay for all damages resulting from any one accident with an **uninsured motor vehicle** shall not exceed the highest applicable limit of insurance under any coverage from or policy providing coverage to that insured as an individual named insured.

- ii. However, subject to our maximum Limit of Insurance for this coverage, if;
 - 1. An insured is not the individual named insured under this Addendum or any other policy;
 - 2. That insured is insured as a **family member** under one or more other policies providing similar coverage; and
 - 3. All such other policies have a limit of insurance for similar coverage which is less than the Limit of Insurance for this coverage;

Then the most **we** will pay for all damages resulting from any one accident with an **uninsured motor vehicle** shall not exceed the highest applicable limit of insurance under any coverage form or policy provide coverage to that Insured as a **family member**.

- 2. With respect to damages resulting from an accident involving an **uninsured motor vehicle**, **we** will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible.
- 3. No one will be entitled to receive duplicate payments for the same elements of loss under this Addendum and any Liability Coverage Form or Endorsement within Policy **#PK1019016**.

We will not pay for element of loss if a person is entitled to receive payment for the same elements of loss under any personal injury protect benefits.

E. Conditions

All "Other Insurance" Conditions stated in Policy #CP0513640 are deleted in their entirety and replaced with the following:

If there is other applicable insurance available under one or more policies or provisions of coverage:

- 1. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy provided coverage on either a primary or excess basis.

However, if an Insured is:

- i. An individual named insured under one or more policies providing similar coverage; and
- ii. Not **occupying** a vehicle owned by that individual named insured;

then any recovery for damages for bodily injury or **property damage** for that insured may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or policy provided coverage to that insured as an individual named insured.

However, if an insured is:

- i. Insured as a family member under one or more policies providing similar coverage;

- and
- ii. Not an individual named insured under this or any other Policy;

then any recovery for damages for bodily injury or **property damage** for that insured may equal but not exceed the highest applicable limit for any one vehicle under any coverage form or Policy provided coverage to that insured as a **family member**.

2. Any insurance **provided** with respect to a vehicle the Named Insured does not own shall be excess over any other collectible uninsured motorist's insurance providing coverage on a primary basis.
3. If the coverage under this Addendum is provided:
 - i. On a primary basis, **we** will pay only **our** share of the loss that must be paid under insurance providing coverage on a primary basis. Our share is the proportion that **our** limit of liability bears to the total of all applicable limits of liability for coverage on a primary basis.
 - ii. On an excess basis, **we** will pay **only** our share of the loss that must be paid under insurance providing coverage on an excess basis. **Our** share is the proportion that our limit of liability bears to the total of all applicable limits of liability for coverage on an excess basis.

F. Duties In The Event of Accident

All provisions as stated in Policy **#PK1019016** and the following:

1. Promptly notify the policy if a hit-and-run driver is involved; and
2. Promptly send **us** copies of the legal papers if a suit is brought.

G. Transfer of Rights of Recovery Against Others To Us

If **we** make any payment and the insured recovers from another party, the insured shall hold the proceeds in trust for us and pay us back the amount we have paid.

H. Arbitration

1. If **we** and an insured disagree whether the insured is legally entitled to recover damages from the owner or driver of an uninsured motor vehicle or do not agree as to the amount of damages that are recoverable by that insured, then the matter may be arbitrated. However, disputes concerning coverage under this Addendum may not be arbitrated. Either party may make a written demand for arbitration. In this event each party will select an arbitrator. The two arbitrators will select a third. If they cannot agree within 30 days, either may request that selection be made by a judge of a court having jurisdiction. Each party will pay the expense it incurs and bear the expenses of the third arbitrator equally.
2. Unless both parties agree otherwise, arbitration will take place in the county in which the insured lives. Local rules of law as to arbitration procedure and evidence will apply. A decision agreed to by two of the arbitrators will be binding.

G. Additional Definitions

1. **Family member** means a person related to an individual Named Insured by blood, marriage, or adoption who is a resident of such Named Insured's household, including a ward or foster child.
2. **Insured/we/us/our** means Gloucester County Insurance Commission
Occupying means in, upon, getting in, on, or out off.
3. **Property damage** means damage to a covered auto, or to any property of an insured while contained in a covered auto.
4. **Uninsured motor vehicle** means a land motor vehicles or trailer:
 - i. For which no liability bond or policy applies as the time of an accident;
 - ii. For which an insuring or bonding company denies coverage or is or becomes insolvent; or
 - iii. That, with respect to damages for bodily injury only, is as hit-and-run vehicle whose operator or owner cannot be indentified and that hits, or causes an accident resulting in bodily injury without hitting:
 1. An individual Named Insured or any family member;
 2. A vehicle that the Named Insured or any family member, if the Named Insured is an individual, and occupying; or
 3. a covered auto.

However, uninsured motor vehicle does not include any vehicle:

 - i. Owned by or furnished or available for the regular use of the Named Insured or any family member, if the Named Insured is an individual;
 - ii. Owned or operated by a self –insured under any applicable motor vehicle law, except a self-insurer who is or becomes insolvent and cannot provide the amounts required by that motor vehicle law;
 - iii. Owned by any government unit or agency;
 - iv. Insured under a basic automobile insurance policy issued in accordance with New Jersey law or regulation;
 - v. Operated on rails or crawler treads;
 - vi. Designed for use mainly off public roads while not on public roads;
 - vii. Whiled located for use as a residence or premises.