

**GLOUCESTER COUNTY INSURANCE COMMISSION
AGENDA AND REPORTS
THURSDAY, FEBRUARY 26, 2015**

**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 26, 2015
WOODBURY, NJ
9:30 AM**

- MEETING CALLED TO ORDER - OPEN PUBLIC MEETING NOTICE READ**
- ROLL CALL OF COMMISSIONERS**
- APPROVAL OF MINUTES:** January 22, 2015 Open Minutes.....Appendix I
January 22, 2015 Closed Minutes.....Handout

CORRESPONDENCE

2015 REORGANIZATION

- ADJOURN SINE DIE MEETING**
- ELECTION OF CHAIRMAN & VICE CHAIRMAN**
- ATTORNEY TO ADMINISTER OATH OF OFFICES**

COMMITTEE REPORTS

- Safety Committee:**Verbal
- Claims Committee:**Verbal

EXECUTIVE DIRECTOR/ADMINISTRATOR - PERMA

- Executive Director's Report.....Pages 4-29
- Resolution 7-15 Certifying the Election of Chairperson and Vice Chairman Page 7
- Resolution 8-15 Appoint Agent for Service of Process and Custodian of Records Page 8
For the year 2013
- Resolution 9-15 Designating Official Newspapers for the Commission Page 9
- Resolution 10-15 Designating Authorized Depositories for Fund Assets and.....Pages 10-14
Establishing Cash Management Plan
- Resolution 11-15 Designating Commission TreasurerPage 15
- Resolution 12-15 Designating Authorized Signatures for Commission.....Page 16
Bank Accounts
- Resolution 13-15 Indemnifying Gloucester County Insurance Fund CommissionPages 17-18
Official/Employees
- Resolution 14-15 Authorizing Commission Treasurer to Process Contracted Payments and . Page 19
Expenses
- Resolution 15-15 Plan of Risk Management for 2015Appendix II

EMPLOYEE BENEFITS – Conner Strong & Buckelew

- Monthly Report.....Pages 30-33

TREASURER – Gary Schwarz

- Resolution 16-15 February Bill List – Motion RequiredPages 34-35
- Resolution 17-15 February Benefit Bill List – Motion RequiredPage 36
- December Monthly Treasurer ReportsPages 37-38

- CLAIMS SERVICE – Inservco Insurance Services, Inc.**
 Resolution **18-15** Authorizing Disclosure of Liability Claims Check RegisterPages **39-40**
 Liability Claim Payments – 1/01/15 to 1/31/15.....Pages **41-43**
- MANAGED CARE– Consolidated Services Group, Inc., Jennifer Pard Goldstein**
 CSG Monthly Summary ReportPage **44**
- CEL SAFETY DIRECTOR – J.A. Montgomery Risk Control**
 Monthly ReportPages **45-46**
- 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 47-49**
Resolution 19-15 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 possible settlement of Dawn Lilley vs County of Gloucester, # 2011-29778 & 2012-17793, Kathleen Lowry vs County of Gloucester, #2013-887.
- Motion for Executive Session

MEETING ADJOURNMENT

NEXT SCHEDULED MEETING: [April 23, 2015, 9:30 AM, 2 South Broad Street, Woodbury, NJ](#)

GLOUCESTER COUNTY INSURANCE COMMISSION

9 Campus Drive, Suite 16, Parsippany, NJ 07054

Telephone (201) 881-7632

Fax (201) 881-7633

Date: February 26, 2015

Memo to: Commissioners of the Gloucester County Insurance Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

❑ **2015 Risk Management Plan (Appendix II)** – Attached in Appendix II of the agenda is the 2015 Plan of Risk Management. The changes are highlighted in yellow. The Executive Director will review the pertinent changes with the Commission. We are requesting the Commissioners approve the 2015 Plan of Risk Management Resolution 15-15 with the Reorganization resolutions.

❑ **Reorganization Resolutions (Pages 7-19)** – As we do annually the GCIC is required to reorganize at the February Executive Committee meeting to be effective March 1st as per the Commission By Laws. Listed below are the necessary Reorganization Resolutions which are included in the agenda on pages 7-19.

- Resolution 7-15 Certifying the Election of Chairperson and Vice Chairman
- Resolution 8-15 Appointing Agent for Service of Process and Custodian of Records for the Year 2015
- Resolution 9-15 Designating Official Newspapers for the Commission
- Resolution 10-15 Designating Authorized Depositories for Fund Assets and Establishing Cash Management Plan
- Resolution 11-15 Designating Commission Treasurer
- Resolution 12-15 Designating Authorized Signatures for Commission Bank Accounts
- Resolution 13-15 Indemnifying Gloucester County Insurance Fund Commission Officials/Employees
- Resolution 14-15 Authorizing Commission Treasurer to Process Contracted Payments And Expenses
- Resolution 15-15 Plan of Risk Management for 2015

❑ **Motion to approve Reorganization Resolutions Number 7-15 through 15-15**

❑ **RFP For Commission Attorney** – The Commission Attorney’s contract will terminate effective April 25, 2015. The Executive Director’s office has issued an RFP and the responses are due on March 12, 2015. The Executive Director’s office will set up a teleconference

meeting with the Commissioners to review, evaluate, and appoint the Commission Attorney position in March.

- ❑ **Certificate of Insurance Report (Pages 20-25)** - Attached on pages 20-25 is the certificate of issuance reports from the CEL listing those certificates issued for the period of 1/14/15 to 2/19/15. There were 30 certificates of insurance during this period.
- ❑ **GCIC Property and Casualty Financial Fast Track (Page 26)** Included in the agenda on page 26 is a copy of the Property & Casualty Financial Fast Track Reports as of **December 31, 2014**. As of **December 31, 2014** there is a statutory surplus of **\$3,220,775**. Line 8 of the report, “Investment in Joint Venture” is the Gloucester County Insurance Commission’s share of the equity in the CEL, **\$1,157,575**.
- ❑ **NJ CEL Property and Casualty Financial Fast Track (Page 27)** - Included in the agenda on page 27 is a copy of the NJ CEL Financial Fast Track Reports as of **December 31, 2014**. As of **December 31, 2014** there is a statutory surplus of **\$5,322,955**.
- ❑ **GCIC Health Benefits Financial Fast Track** – The January 31, 2015 Health Benefits Financial Fast Track was not available for this meeting. The report will appear in the next agenda.
- ❑ **New Claims Tracking Reports (Pages 28-29)** – Included in the agenda on pages 28-29 are two new claims tracking reports. They are a Claims Activity Report and Expected Loss Ratio Analysis Report. The Executive Director will review these new monthly reports with the Commission.
- ❑ **NJ Excess Counties Insurance Fund (CEL JIF)** – The CEL did not meet in January. The CEL’s Reorganization meeting is scheduled for today. A summary report of that meeting will appear in the next agenda.
- ❑ **2015 Excess Insurance and Ancillary Coverage Policies** - The CEL renewal policies will again be available electronically through the Conner Strong & Buckelew secure website for those authorized representatives who were designated by their respective member entity. In addition to this, certain Commission professionals are granted access. The CEL Underwriting Manager is in the process of reviewing the policies and will release an e-mail with instructions to access the website when the policies are available. The limit/retention schematics and Plan of Risk Management will also be available on this website. More information will follow.
- ❑ **2015 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 first installment will be due on March 15, 2015. Future assessment bills will be due on May 15, 2015 and October 15, 2015.
- ❑ **New Website Update** – Sparks Creative Group is in the process of downloading the content from the existing website and has started programing the new site. The vendor estimates this

should take about two weeks and then the site would be ready to preview and test. We will ask the Commissioners to review the site before it goes live.

- ❑ **Shared Service Agreement** – The Executive Director is working with the Commission Attorney on preparing a Shared Service Agreement for the Safety & Treasurer’s services.
- ❑ **2015 Meeting Schedule** – As a reminder the Commission will not meet in March. The next meeting is scheduled for April 23, 2015.

RESOLUTION NO. 7-15

GLOUCESTER COUNTY INSURANCE COMMISSION

**CERTIFYING THE ELECTION OF
CHAIRPERSON AND VICE CHAIRPERSON**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

NOW THEREFORE by the Gloucester County Insurance Fund Commission that the following persons have been elected as Chairperson and Vice Chairman:

<u>Gerald A. White</u>	Chairman
<u>Michael Burke</u>	Vice Chairman
<u>Tamarisk Jones</u>	Commissioner

BE IT FURTHER RESOLVED that the Chairman and Vice Chairman shall serve for a one-year term through 2016 reorganization of the Commission and until their successors shall be elected and qualified.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

RESOLUTION NO. 8-15

**GLOUCESTER COUNTY INSURANCE COMMISSION
APPOINTING AGENT FOR SERVICE OF PROCESS AND CUSTODIAN OF RECORDS
FOR THE COMMISSION
FOR THE YEAR 2015**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

NOW THEREFORE be it resolved by the Gloucester County Insurance Commission that PERMA Risk Management Services is hereby appointed as agent for service of process upon the GCIC, at its office located at 9 Campus Drive, Parsippany, NJ 07054 for the year 2015 or until its successor has been appointed and qualified. Said appointment shall be at no cost to the GCIC.

BE IT FURTHER RESOLVED that PERMA Risk Management Services shall also be the Custodian of Records at no cost to the GCIC.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

RESOLUTION NO. 9-15

**GLOUCESTER COUNTY INSURANCE COMMISSION
DESIGNATING OFFICIAL NEWSPAPERS FOR THE COMMISSION**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

BE IT RESOLVED by the Gloucester County Insurance Commission, (hereinafter the GCIC) the South Jersey Times and the Courier Post are hereby designated as the official newspapers for the Commission and all official notices required to be published shall be published in both newspapers.

BE IT FURTHER RESOLVED that the designation of official newspapers shall be effective upon adoption of the within resolution for the term of one year through the 2016 re-organization of the GCIC.

BE IT FURTHER RESOLVED that in the case of special meetings or emergency meetings, the Executive Director of the GCIC shall give notice of said meetings to the South Jersey Times and Courier Post.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

RESOLUTION NO. 10-15

GLOUCESTER COUNTY INSURANCE COMMISSION

**DESIGNATING AUTHORIZED DEPOSITORIES FOR FUND ASSETS
AND ESTABLISHING CASH MANAGEMENT PLAN**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

NOW THEREFORE BE IT RESOLVED that Bank of America is hereby designated as the depository for assets of the Fund and or including the following banks:

FULTON BANK	PARKE BANK
NJ CASH MANAGEMENT	FIRST COLONIAL BANK
COLONIAL BANK	BANK OF AMERICA
SUSQUEHANNA BANK	SOVEREIGN BANK
WACHOVIA	SUN NATIONAL BANK
PBB BANK	NEWFIELD NATIONAL BANK
JP MORGAN CHASE BANK	THE BANK OF NEW YORK
SWARTHMORE GROUP	TD Bank, N.A.
PNC BANK	WELLS FARGO BANK

for investment purposes or any services upon adoption of the within Resolution through 2016 reorganization of the GCIC; and

BE IT FURTHER RESOLVED that the attached Cash and Investment Management Plan, which includes the designation of authorized depositories, be and is hereby adopted.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

GLOUCESTER COUNTY INSURANCE COMMISSION

2015 CASH MANAGEMENT AND INVESTMENT POLICY

1.) Cash Management and Investment Objectives

The GLOUCESTER COUNTY INSURANCE COMMISSION's (hereinafter referred to as the Commission) objectives in this area are:

- a.) Preservation of capital.
- b.) Adequate safekeeping of assets.
- c.) Maintenance of liquidity to meet operating needs, claims settlements and dividends.
- d.) Diversification of the Commission's portfolio to minimize risks associated with individual investments.
- e.) Maximization of total return, consistent with risk levels specified herein.
- f.) Investment of assets in accordance with State and Federal Laws and Regulations.
- g.) Accurate and timely reporting of interest earnings, gains and losses by line of coverage in each Commission year.
- h.) Where legally permissible, cooperation with other local municipal joint insurance funds, and the New Jersey Division of Investment in the planning and execution of investments in order to achieve economies of scale.
- i.) Stability in the value of the Commission's economic surplus.

2.) Permissible Investments

Investments shall be limited to the following:

- a.) Bonds or other obligations of the United States of America or obligations guaranteed by the United States of America.
- b.) Any federal agency or instrumentality obligation authorized by Congress that matures within 397 days from the date of purchase, and has a fixed rate of interest not dependent on any index or external factors.
- c.) Bonds or other obligations of the local unit or bonds or other obligations of school districts of which the local unit is a part or within which the school district is located; or
- d.) Bonds or other obligations, having a maturity date not exceeding 397 days, approved by the Division of Investment of the Department of Treasury for investment by local units.
- e.) Debt obligations of federal agencies or government corporations with maturities not greater than five (5) years from the date of purchase, excluding mortgage backed obligations, providing that such investments are purchased through the New Jersey Division of Investment and are consistent the Division's own investment guidelines, and providing that the

investment a fixed rate of interest not dependent on any index or external factors.

- f.) Repurchase agreements of fully collateralized securities, subject to rules and conditions establish by the N.J. Department of Community Affairs.

No investment or deposit shall have a maturity longer than five (5) years from date of purchase.

3.) **Authorized Depositories**

In addition to the above, the Commission is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, N.J.S.A. 17:9-14 et seq. (GUDPA).

The Commission is also authorized to invest its assets in the New Jersey Cash Management Fund.

4.) **Authority for Investment Management**

The Treasurer is authorized and directed to make investments, with a maturity of three months or longer, through asset managers that may be selected by the Executive Committee. Such asset managers shall be discretionary trustees of the COMMISSION.

Their actions and decisions shall be consistent with this plan and all appropriate regulatory constraints.

In executing investments, asset managers shall minimize transaction costs by querying prices from at least three (3) dealers and purchasing securities on a competitive basis. When possible, federal securities shall be purchased directly from the US Treasury. Transactions shall not be processed through brokerages, which are organizationally affiliated with the asset manager. Transactions may also be processed through the New Jersey Division of Investment by the Commission's asset managers.

5.) **Preservation of Capital**

Securities shall be purchased with the ability to hold until maturity.

6.) **Safekeeping**

Securities purchased on behalf of the Commission shall be delivered electronically or physically to the Commission's custodial bank, which shall maintain custodial and/or safekeeping accounts for such securities on behalf of the Commission.

7.) **Selection of Asset Managers, Custodial Banks and Operating Banks**

Asset managers, custodial banks and operating banks shall be retained for contract periods of one (1) year. Additionally, the Commission shall maintain the ability to change asset managers and/or custodial banks more frequently based upon performance appraisals and upon reasonable notice, and based upon changes in policy or procedures.

8.) **Reporting**

Asset managers will submit written statements to the treasurer and executive director describing the proposed investment strategy for achieving the objectives identified herein. Asset managers shall also submit revisions to strategy when justified as a result of changing market conditions or other factors. Such statements shall be provided to the Treasurer and Executive Director. The statements shall also include confirmation that all investments are made in accordance with this plan. Additionally, the Investment Manager shall include a statement that verifies the Investment Manager has reconciled and determined the appropriate fair value of the Commissions portfolio based on valuation guidelines that shall be kept on file in the Executive Director's office.

The Treasurer shall report to the Executive Committee at all regular meetings on all investments. This report shall include information on the balances in all bank and investment accounts, and purchases, sales, and redemptions occurring in the prior month.

9.) **Audit**

This plan, and all matters pertaining to the implementation of it, shall be subject to the Commission's annual audit.

10.) **Cash Flow Projections**

Asset maturity decisions shall be guided by cash flow factors payout factors supplied by the Commission Actuary and reviewed by the Executive Director and the Treasurer.

11.) **Cash Management**

All moneys turned over to the Treasurer shall be deposited within forty-eight (48) hours in accordance with N.J.S.A. 40A:5-15.

In the event a check is made payable to the Treasurer rather than the Commission, the following procedure is to be followed:

- a.) The Treasurer endorses the check to the Commission and deposits it into the Commission account.

- b.) The Treasurer notifies the payer and requests that in the future any check be made payable to the Commission.

The Treasurer shall minimize the possibility of idle cash accumulating in accounts by assuring that all amounts in excess of negotiated compensating balances are kept in interest bearing accounts or promptly swept into the investment portfolio.

The method of calculating banking fees and compensating balances shall be documented to the Executive Committee by the Treasurer at least annually.

Cash may be withdrawn from investment pools under the discretion of asset managers only to Commission operations, claims imprest accounts, or approved dividend payments.

The Treasurer shall escheat to the State of New Jersey checks, which remain outstanding for twelve or more months after the date of issuance. However, prior to implementing such procedures, the Treasurer, with the assistance of the claims agent, as needed, shall confirm that the outstanding check continues to represent a valid claim against the Commission.

RESOLUTION NO. 11-15

**GLOUCESTER COUNTY INSURANCE COMMISSION
DESIGNATING COMMISSION TREASURER**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

NOW THEREFORE BE IT RESOLVED that pursuant to the GCIC Rules and Regulations, Article III - Organization, Commission Professionals, provision 1, the GCIC does hereby appoint Gary Schwarz as GCIC Treasurer for the term commencing upon adoption of the within resolution through 2016 GCIC Reorganization; and

BE IT FURTHER RESOLVED that Gary Schwarz shall receive no compensation to serve as Treasurer to the GCIC.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

RESOLUTION NO. 12-15

**GLOUCESTER COUNTY INSURANCE FUND COMMISSION
DESIGNATING AUTHORIZED SIGNATURES FOR COMMISSION BANK ACCOUNTS**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

NOW THEREFORE BE IT RESOLVED by the GCIC, that all funds of the GCIC shall be withdrawn from the official named depositories by check, which shall bear the signatures of at least one (1) of the following persons who are duly authorized pursuant to this resolution.

GERALD A. WHITE	- Chairman
MICHAEL BURKE	- Vice Chairman
TAMARISK JONES	- Commissioner
GARY SCHWARZ	- Treasurer

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

RESOLUTION NO. 13-15

**INDEMNIFYING GLOUCESTER COUNTY INSURANCE FUND COMMISSION
OFFICIALS/EMPLOYEES**

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 has deemed it necessary and appropriate to formally re-organize for the 2015 commission year; and

NOW THEREFORE BE IT RESOLVED by the GCIC that Commission elected officials, appointed officials, and employees are hereby indemnified in a manner similar to the provisions of N.J.S.A. 59:10-1, et seq. and 59:10A-1 et seq.; and

BE IT FURTHER RESOLVED that the aforesaid indemnification shall include the reasonable costs of defense; and

BE IT FURTHER RESOLVED that in interpreting the above referenced statutes, all discretion statutorily vested with the State shall be exercised by the GCIC, and all discretion vested with the Attorney General shall be exercised by the GCIC Attorney, subject to review by the GCIC; and

BE IT FURTHER RESOLVED that any employee, inclusive of public officials employed by the GCIC, shall be and is hereby indemnified for exemplary or punitive damages resulting from the employee’s civil violation of State or Federal law if, in the opinion of the GCIC, the acts committed by the employee, upon which the damages are based, did not constitute actual fraud, actual malice, willful misconduct, or an intentional wrong; and

BE IT FURTHER RESOLVED that the aforesaid indemnification shall include the reasonable costs of defense and shall permanently attach to all acts performed during the calendar year 2015 through 2016 GCIC Re-organization, and to all acts performed in all prior years thereto; and

BE IT FURTHER RESOLVED that the GCIC may undertake an evaluation of the acts committed by an employee, for the purpose of determining whether the acts constituted actual fraud, actual malice, willful misconduct, or an intentional wrong, at such time as there shall be sufficient factual data available to reach a reasonable determination on the issue, and such determination, based upon the availability of information, may be made either prior to or subsequent to trial or settlement of the matter in question.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, SECRETARY

RESOLUTION NO. 14-15

**GLOUCESTER COUNTY INSURANCE COMMISSION
AUTHORIZING COMMISSION TREASURER TO PROCESS
CONTRACTED PAYMENTS AND EXPENSES**

WHEREAS, the GLOUCESTER County Insurance Commission (hereinafter “the Commission”) is duly constituted as an insurance commission and is subject to all applicable laws and regulations of the State of New Jersey; and

WHEREAS, the Board of Commissioners has deemed it necessary and appropriate to provide authorization to the Commission Treasurer to pay certain Commission contracted payments and expenses during the month(s) when the Commission does not meet; and

WHEREAS, payment by the Commission Treasurer of contracted payments and expenses for the month(s) in which the Commission does not meet shall be ratified by the Commission at its next regularly scheduled meeting; now, therefore,

BE IT RESOLVED by the Board of Commissioners of the GLOUCESTER COUNTY INSURANCE COMMISSION that the Commission Treasurer is hereby authorized to process the contracted payments and Commission expenses for all months in which the Commission does not meet during the year 2015.

BE IT FURTHER RESOLVED that the Board of Commissioners of the GLOUCESTER COUNTY INSURANCE COMMISSION shall ratify the contracted payments and Commission expenses so paid by the Commission Treasurer pursuant to the Resolution at its next regularly scheduled monthly meeting.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on February 26, 2015.

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, COMMISSIONER

Gloucester County Insurance Commission Certificate of Insurance Monthly Report

Thursday, February 19, 2015

From 1/14/15 to 2/19/15

Holder (H) / Insured Name (I)	Holder / Insured Address	Code	Operations	Date	Coverage
GCIC					
H- State of New Jersey	Department of Military & Veterans Affairs And it's Employees PO Box 340 Trenton, NJ 08625-0340	159	Certificate holder is additional insured where obligated by virtue of a2/16/2015 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 regarding the use of facilities at the National Guard Armory, North Evergreen Avenue, Woodbury, NJ 08096with respects to written agreement for the 1/1/2015 through 1/1/2016 policy term in the event of use of premises for emergency shelter.		
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 1/1/15 to 1/1/16 Policy # SP4052392		
H- Gloucester County Vocational -Technical School WC	1360 Tanyard Road Sewell, NJ 08080	276	Evidence of insurance. All operations usual to County Governmental 1/22/2015 GL EX AU		
I- County of Gloucester	2 South Broad Street Woodbury, NJ 08096		Entity as respects to the Gloucester County Parks and Recreation's summer theatre rehearsals to be held at Gloucester County Vocational-Technical School. (SEE PAGE 2)		
H- Evidence of Insurance			Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392		
I- County of Gloucester	2 South Broad Street Woodbury, NJ 08096	377	Evidence of insurance. All operations usual to County 1/22/2015 GL EX AU WC Governmental Entity. (SEE PAGE 2)		
H- Gloucester County Special Services Gloucester County Institute of Technology	1360 Tanyard Rd. Sewell, NJ 08080	439	Certificate holder is additional insured where obligated by virtue of a2/12/2015 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 with respects to the Gloucester County Department of Health, Senior & Disability Services-Division of Health Services staff hosting the Annual Women's Health Summit @ GCIT on Saturday, September 9/19/15. Set-up for this event will take place on Friday, 9/18/15.		
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 1/1/15 to 1/1/16 Policy # SP4052392		

H- Deptford Township Public Schools I- Rowan College at Gloucester County	2022 Good Internet Road Deptford, NJ 08086 1400 Tanyard Road Sewell, NJ 08080	447	Certificate holder is additional insured where obligated by virtue of 2/12/2015 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 with respects to use of premises for Deptford High School Track for Rowan College at Gloucester County's Men's and Women's Track & Field Teams for practices from February 23-May 15, 2015. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392
H- Virtua Health Inc. I- Rowan College at Gloucester County	Diane Couch 401 Rte 73 North Marlton, NJ 08053 1400 Tanyard Road Sewell, NJ 08080	467	Evidence of Insurance. All operations usual to County Governmental 1/30/2015 GLAU EXMM Entity as respects to RCGC staff and students for the Certified Clinical Medical Assistant, Phlebotomy and EKG Programs. Rowan College at Gloucester County has a \$5,000 SIR on GL/Professional. Excess GL/Professional Limits: Professional - \$10,000,000 Each Medical Incident; GL - \$10,000,000 Each Claim; Policy Aggregate - \$20,000,000.
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 1/23/2015 AU EX PHYS 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.
H- Golf Cart Services, Inc. I- County of Gloucester	4296 York Road New Oxford, PA 08028 2 South Broad Street Woodbury, NJ 08096	703	Certificate holder is additional insured where obligated by virtue of a 1/20/2015 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 with respects to golf carts valued at \$12,000 located at Veteran's Cemetery: 240 S. Tuckahoe Rd Monroe Township, NJ 08094 . Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392
H- Golf Cart Services, Inc. I- County of Gloucester	4296 York Road New Oxford, PA 08028 2 South Broad Street Woodbury, NJ 08096	705	Certificate holder is additional insured and loss payee where 1/20/2015 GL EX AU WC 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 golf carts valued at \$321,600 located at Pitman Golf Course: 501 Pitman Rd Sewell, NJ 08080 . Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392

H- Gloucester County Improvement Authority	503 Monroeville Rd. Swedesboro, NJ 08085 Attn: Jeff	720	Evidence of insurance. All operations usual to County Governmental Entity as respects the Gloucester County 4-H Clubs participation in Clean Communities activities in the year 2015. The times and places of the activities are assigned on an individual basis throughout the year. Participants are all 4-H members, leaders and their families. (see page 2)	1/22/2015	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 1/1/15 to 1/1/16	Policy # SP4052392	
H- Hale Trailer Brake & Wheel, Inc.	PO Box 1400 Voorhees, NJ 08043	752	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 as respects to rental of a 1995 Trailer # 19402; serial # MAEU7272292 valued at \$2,650.	2/10/2015	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 1/1/15 to 1/1/16	Policy # SP4052392	
H- Hale Trailer Brake & Wheel, Inc.	PO Box 1400 Voorhees, NJ 08043	752	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 as respects to rental of a 1995 Trailer # 19402; serial # MAEU7272292 valued at \$2,650.	2/10/2015	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 1/1/15 to 1/1/16	Policy # SP4052392	
H- Hale Trailer Brake & Wheel, Inc.	PO Box 1400 Voorhees, NJ 08043	752	Evidence of Insurance as respects to rental of a 1995 Trailer # 19402; serial # MAEU7272292 valued at \$2,650.	2/10/2015	PR
I- County of Gloucester	2 South Broad Street Woodbury, NJ	08096			
H- Gloucester County College	1400 Tanyard Road Sewell, NJ 08080	754	Evidence of insurance. All operations usual to County Governmental Entity as respects to the Gloucester County Parks and Recreation's summer theatre productions to be held at Rowan College at Gloucester County Fine Arts Center. (SEE PAGE 2)	1/22/2015	GLEXAUWC
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 1/1/15 to 1/1/16	Policy # SP4052392	

H- TD Bank, N.A. I- Rowan College at Gloucester County	9000 Atrium Way Mount Laurel, NJ 08054 1400 Tanyard Road Sewell, NJ 08080	779	Certificate holder is additional insured where obligated by virtue of a2/4/2015GL 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 as respects to the Foundation Event at Auletto's on February 5, 2015. Coverage for Host Liquor Liability is provided by the Gloucester County Insurance Commission, the New Jersey Counties Excess Joint Insurance Fund and the Underwriters at Lloyds policy #PK1019014, subject to the policy terms and conditions.
H- Atlantic County Firearms Training Facility I- County of Gloucester	Attn: David W. Daniels, Range Master 173 Betsy Scull 819 Road Egg Harbor Twp., NJ 08234 2 South Broad Street Woodbury, NJ 08096		Evidence of insurance. All operations usual to County 2/9/2015 POL/EPL/SDLL Governmental Entity for for range use/firearms qualifications for Gloucester County Prosecutor's Office Investigative Staff for 1/1/15- 12/31/15. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392
H- Golf Cart Services, Inc. I- County of Gloucester	4296 York Road New Oxford, PA 2 South Broad Street Woodbury, NJ 08096	961	Certificate holder is included as loss payee with respects to golf 1/20/2015 PR carts valued at \$321,600 located at Pitman Golf Course 501 Pitman Rd., Sewell, NJ 08030.
H- Golf Cart Services, Inc. I- County of Gloucester	4296 York Road New Oxford, PA 2 South Broad Street Woodbury, NJ 08096	961	Certificate holder is included as loss payee with respects to golf 1/20/2015 GL EX AU WC carts valued at \$12,000 located at Veteran's Cemetery: 240 S Tuckahoe Rd., Monroe Twp., 08094.
H- Golf Cart Services, Inc. I- County of Gloucester	4296 York Road New Oxford, PA 2 South Broad Street Woodbury, NJ 08096	961	Certificate holder is included as loss payee with respects to golf 1/20/2015 PR carts valued at \$12,000 located at Veteran's Cemetery: 240 S Tuckahoe Rd., Monroe Twp., 08094.
H- Bankbridge Regional School I- County of Gloucester	870 Bankbridge Rd. Sewell, NJ 08080 2 South Broad Street Woodbury, NJ 08096	1050	Certificate holder is additional insured where obligated by virtue of a2/2/2015GL 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) Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392
H- Bankbridge Regional School I- County of Gloucester	870 Bankbridge Rd. Sewell, NJ 08080 2 South Broad Street Woodbury, NJ 08096	1050	Certificate holder is additional insured where obligated by virtue of a2/2/2015GL 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. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392

H- Bankbridge Regional School I- County of Gloucester	870 Bankbridge Rd. Sewell, NJ 08080 2 South Broad Street Woodbury, NJ 08096	1050	<p>Certificate holder is additional insured where obligated by virtue of a2/2/2015GL 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 as respects the Gloucester County Federal Medals Ceremony in conjunction with the Gloucester County Board of Chosen Freeholders on Wednesday, April 8, 2015.</p> <p>Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392 Chosen Freeholders on Wednesday, April 8, 2015.</p>
H- Gloucester County Institute of Technology I- Rowan College at Gloucester County	1360 Taynard Road Sewell, NJ 08080 1400 Tanyard Road Sewell, NJ 08080	1055	<p>Certificate holder is additional insured where obligated by virtue of 2/12/2015 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 with respects to Rowan College at Gloucester County athletic team practices at GCIT's Athletic Facilities including their gymnasiums February 13, 2015-May 31, 2015.</p> <p>Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392</p>
H- Logan Township Board of Education WC I- County of Gloucester	110 South School Lane Logan Township NJ 08085 2 South Broad Street Woodbury, NJ 08096	1061	<p>Evidence of insurance. All operations usual to County Governmental 1/22/2015 GL EX AU Entity as respects to the Gloucester County Parks and Recreation's summer theatre rehearsals and productions to be held at Logan Elementary School.</p> <p>Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392</p>
H- Vineland Police Training Center I- County of Gloucester	3369 Mays Landing Road Vineland, NJ 08362 2 South Broad Street Woodbury, NJ 08096	1076	<p>Certificate holder is additional insured where obligated by virtue of 2/12/2015 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 with respects to training.</p> <p>Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392 Policy Term 1/1/15 to 1/1/16 Policy # SP4052392</p>
H- East Greenwich Twp. Schools I- County of Gloucester	559 Kings Highway Mickleton, NJ 08056 Att: Chris Retkovis 2 South Broad Street Woodbury, NJ 08096	1463	<p>Evidence of insurance. All operations usual to County 2/5/2015 GL EX AU WC Governmental Entity as respects with regard to 4-H Club Meetings of the Gloucester Co. 4-H Cloverbud Kidz, meeting at various locations, on the 2nd and 4th Wednesdays of each month from 5:30 to 8:00 pm. (SEE PAGE 2)</p>

GLOUCESTER COUNTY INSURANCE COMMISSION				
FINANCIAL FAST TRACK REPORT				
AS OF December 31, 2014				
ALL YEARS COMBINED				
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	459,869	5,518,440	21,032,022	26,550,462
2. CLAIM EXPENSES				
Paid Claims	138,870	1,498,848	5,104,958	6,603,805
Case Reserves	101,460	(334,055)	2,547,170	2,213,115
IBNR	253,688	240,128	1,304,545	1,544,673
Discounted Claim Value	(14,714)	1,007	(239,577)	(238,569)
TOTAL CLAIMS	479,305	1,405,928	8,717,095	10,123,024
3. EXPENSES				
Excess Premiums	225,646	2,707,764	8,876,917	11,584,681
Administrative	48,918	741,435	2,194,119	2,935,554
TOTAL EXPENSES	274,564	3,449,199	11,071,036	14,520,235
4. UNDERWRITING PROFIT (1-2-3)	(294,000)	663,313	1,243,891	1,907,203
5. INVESTMENT INCOME	0	0	7,237	7,237
6. PROFIT (4 + 5)	(294,000)	663,313	1,251,128	1,914,440
7. CEL APPROPRIATION CANCELLATION	0	0	148,760	148,760
8. INVESTMENT IN JOINT VENTURE	(20,320)	180,148	977,427	1,157,575
9. SURPLUS (6 + 7 + 8)	(314,320)	843,461	2,377,315	3,220,775
SURPLUS (DEFICITS) BY FUND YEAR				
2010	(2,643)	28,136	433,437	461,573
2011	96,452	72,959	35,097	108,056
2012	(41,468)	(181,118)	1,135,918	954,800
2013	(177,339)	154,373	772,863	927,236
2014	(189,321)	769,111		769,111
TOTAL SURPLUS (DEFICITS)	(314,320)	843,461	2,377,315	3,220,776
TOTAL CASH				5,378,447
CLAIM ANALYSIS BY FUND YEAR				
FUND YEAR 2010				
Paid Claims	24,012	157,754	1,700,443	1,858,197
Case Reserves	(24,778)	(248,486)	310,738	62,252
IBNR	30	(8,133)	32,950	24,817
Discounted Claim Value	666	15,777	(21,885)	(6,108)
TOTAL FY 2010 CLAIMS	(71)	(83,088)	2,022,246	1,939,158
FUND YEAR 2011				
Paid Claims	38,055	524,178	1,846,634	2,370,813
Case Reserves	(126,968)	(645,698)	994,933	349,235
IBNR	(14,183)	(63,497)	124,490	60,993
Discounted Claim Value	1,775	13,805	(44,685)	(30,880)
TOTAL FY 2011 CLAIMS	(101,321)	(171,212)	2,921,373	2,750,161
FUND YEAR 2012				
Paid Claims	23,401	264,738	769,532	1,034,270
Case Reserves	(10,987)	28,009	716,791	744,800
IBNR	11,031	(153,025)	236,863	83,838
Discounted Claim Value	2,454	7,040	(50,865)	(43,824)
TOTAL FY 2012 CLAIMS	25,899	146,762	1,672,322	1,819,083
FUND YEAR 2013				
Paid Claims	22,853	209,765	788,348	998,113
Case Reserves	247,837	185,517	524,708	710,225
IBNR	(105,459)	(624,200)	910,242	286,042
Discounted Claim Value	(5,377)	59,249	(122,142)	(62,892)
TOTAL FY 2013 CLAIMS	159,854	(169,669)	2,101,156	1,931,487
FUND YEAR 2014				
Paid Claims	30,550	342,412		342,412
Case Reserves	16,355	346,603		346,603
IBNR	362,269	1,088,983		1,088,983
Discounted Claim Value	(14,232)	(94,864)		(94,864)
TOTAL FY 2014 CLAIMS	394,943	1,683,134	0	1,683,134
COMBINED TOTAL CLAIMS	479,305	1,405,928	8,717,096	10,123,024

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, 2014					
ALL YEARS COMBINED					
		THIS	YTD	PRIOR	FUND
		MONTH	CHANGE	YEAR END	BALANCE
1.	UNDERWRITING INCOME	1,560,185	18,722,320	36,221,905	54,944,225
2.	CLAIM EXPENSES				
	Paid Claims	107,150	175,433	236,073	411,506
	Case Reserves	(152,578)	(76,460)	759,995	683,535
	IBNR	179,314	2,516,027	5,913,932	8,429,959
	Discounted Claim Value	313,855	(74,514)	(1,115,267)	(1,189,781)
	TOTAL CLAIMS	447,741	2,540,486	5,794,733	8,335,219
3.	EXPENSES				
	Excess Premiums	1,070,764	13,307,318	23,442,850	36,750,168
	Administrative	104,042	1,365,683	2,715,194	4,080,877
	TOTAL EXPENSES	1,174,806	14,673,001	26,158,044	40,831,045
4.	UNDERWRITING PROFIT (1-2-3)	(62,363)	1,508,834	4,269,128	5,777,962
5.	INVESTMENT INCOME	2,628	27,743	124,802	152,545
6.	STATUTORY PROFIT (4+5)	(59,735)	1,536,577	4,393,930	5,930,506
7.	Cancelled Appropriations	0	0	607,551	607,551
8.	STATUTORY SURPLUS (6-7)	(59,735)	1,536,577	3,786,379	5,322,955
SURPLUS (DEFICITS) BY FUND YEAR					
	2010	(7,446)	(61,480)	741,645	680,166
	2011	(18,923)	25,942	968,813	994,756
	2012	(76,709)	106,970	715,685	822,655
	2013	(89,730)	(49,529)	1,360,235	1,310,706
	2014	133,073	1,514,673		1,514,673
	TOTAL SURPLUS (DEFICITS)	(59,735)	1,536,577	3,786,379	5,322,956
	TOTAL CASH				13,038,229
CLAIM ANALYSIS BY FUND YEAR					
FUND YEAR 2010					
	Paid Claims	106,500	142,195	0	142,195
	Case Reserves	(159,838)	24,079	6	24,085
	IBNR	18,337	(136,275)	599,994	463,719
	Discounted Claim Value	42,721	34,716	(76,200)	(41,484)
	TOTAL FY 2010 CLAIMS	7,720	64,715	523,800	588,515
FUND YEAR 2011					
	Paid Claims	0	4,344	139,753	144,097
	Case Reserves	0	(107,592)	110,263	2,671
	IBNR	(30,000)	13,248	1,099,984	1,113,232
	Discounted Claim Value	49,367	69,253	(190,876)	(121,623)
	TOTAL FY 2011 CLAIMS	19,367	(20,747)	1,159,124	1,138,377
FUND YEAR 2012					
	Paid Claims	650	28,893	96,320	125,213
	Case Reserves	4,351	3,991	649,704	653,695
	IBNR	(5,001)	(282,885)	1,803,976	1,521,091
	Discounted Claim Value	77,323	150,253	(390,771)	(240,518)
	TOTAL FY 2012 CLAIMS	77,323	(99,748)	2,159,229	2,059,481
FUND YEAR 2013					
	Paid Claims	0	0	0	0
	Case Reserves	2,001	2,003	22	2,025
	IBNR	(2,002)	(87,003)	2,409,978	2,322,975
	Discounted Claim Value	97,451	145,795	(457,420)	(311,625)
	TOTAL FY 2013 CLAIMS	97,450	60,795	1,952,580	2,013,375
FUND YEAR 2014					
	Paid Claims	0	0		0
	Case Reserves	908	1,058		1,058
	IBNR	197,980	3,008,942		3,008,942
	Discounted Claim Value	46,993	(474,530)		(474,530)
	TOTAL FY 2014 CLAIMS	245,881	2,535,470	0	2,535,470
	COMBINED TOTAL CLAIMS	447,741	2,540,486	5,794,733	8,335,219

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 December 31, 2014

COVERAGE LINE - PROPERTY

CLAIM COUNT - OPEN CLAIMS

Year		2010	2011	2012	2013	2014	TOTAL
	November-14		0	0	0	1	3
	December-14		0	0	0	0	3
NET CHGE		0	0	0	-1	0	-1
Limited Reserves							<u>\$4,000</u>
Year		2010	2011	2012	2013	2014	TOTAL
	November-14	\$0	\$0	\$0	\$0	\$10,500	\$10,500
	December-14	\$0	\$0	\$0	\$0	\$12,000	\$12,000
NET CHGE		\$0	\$0	\$0	\$0	\$1,500	\$1,500
Ltd Incurred		\$83,686	\$211,641	\$57,908	\$149,379	\$90,419	\$593,033

COVERAGE LINE - GENERAL LIABILITY

CLAIM COUNT - OPEN CLAIMS

Year		2010	2011	2012	2013	2014	TOTAL
	November-14		1	6	6	7	17
	December-14		1	4	6	6	16
NET CHGE		0	-2	0	-1	-1	-4
Limited Reserves							<u>\$20,936</u>
Year		2010	2011	2012	2013	2014	TOTAL
	November-14	\$26,309	\$176,194	\$259,896	\$23,696	\$47,065	\$533,160
	December-14	\$26,037	\$87,948	\$264,629	\$271,196	\$41,066	\$690,875
NET CHGE		(\$272)	(\$88,247)	\$4,732	\$247,500	(\$5,999)	\$157,715
Ltd Incurred		\$354,551	\$629,142	\$285,950	\$278,945	\$44,079	\$1,592,668

COVERAGE LINE - AUTO LIABILITY

CLAIM COUNT - OPEN CLAIMS

Year		2010	2011	2012	2013	2014	TOTAL
	November-14		0	0	2	1	0
	December-14		0	1	2	0	0
NET CHGE		0	1	0	-1	0	0
Limited Reserves							<u>\$77,813</u>
Year		2010	2011	2012	2013	2014	TOTAL
	November-14	\$0	\$0	\$234,384	\$500	\$0	\$234,884
	December-14	\$0	\$1,176	\$232,264	\$0	\$0	\$233,440
NET CHGE		\$0	\$1,176	(\$2,120)	(\$500)	\$0	(\$1,444)
Ltd Incurred		\$9,579	\$123,049	\$265,746	\$9,525	\$3,950	\$411,848

COVERAGE LINE - WORKERS COMP.

CLAIM COUNT - OPEN CLAIMS

Year		2010	2011	2012	2013	2014	TOTAL
	November-14		5	13	12	22	33
	December-14		4	11	28	21	37
NET CHGE		-1	-2	16	-1	4	16
Limited Reserves							<u>\$12,642</u>
Year		2010	2011	2012	2013	2014	TOTAL
	November-14	\$60,721	\$300,009	\$261,506	\$438,191	\$266,683	\$1,327,111
	December-14	\$36,215	\$260,112	\$247,907	\$439,028	\$293,537	\$1,276,800
NET CHGE		(\$24,506)	(\$39,897)	(\$13,599)	\$837	\$26,854	(\$50,311)
Ltd Incurred		\$1,473,632	\$1,756,816	\$1,169,466	\$1,270,488	\$550,569	\$6,220,971

TOTAL ALL LINES COMBINED

CLAIM COUNT - OPEN CLAIMS

Year		2010	2011	2012	2013	2014	TOTAL
	November-14	6	19	20	31	53	129
	December-14	5	16	36	27	56	140
NET CHGE		-1	-3	16	-4	3	11
Limited Reserves							<u>\$15,808</u>
Year		2010	2011	2012	2013	2014	TOTAL
	November-14	\$87,030	\$476,203	\$755,786	\$462,387	\$324,248	\$2,105,655
	December-14	\$62,252	\$349,235	\$744,800	\$710,224	\$346,603	\$2,213,115
NET CHGE		(\$24,778)	(\$126,968)	(\$10,987)	\$247,837	\$22,355	\$107,460
Ltd Incurred		\$1,921,449	\$2,720,648	\$1,779,070	\$1,708,337	\$689,016	\$8,818,520

26-Jan-15

PERMA Inc.
1/26/2015

Counties Financial_Reports_CUIC GCIC MCIC SCIC_December2014
1
Claim Activity

Gloucester County Insurance Commission
CLAIMS MANAGEMENT REPORT
EXPECTED LOSS RATIO ANALYSIS
AS OF

December 31, 2014

FUND YEAR 2010 – LOSSES CAPPED AT RETENTION

Budget	Current 60				Last Month 59				Last Year 48				
	Unlimited Incurred	Limited Incurred	Actual 31-Dec-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Nov-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Dec-13	MONTH TARGETED	
PROPERTY	196,392	83,686	83,686	42.61%	100.00%	65,380	65,380	33.29%	100.00%	65,380	65,380	33.29%	100.00%
GEN LIABILITY	813,038	354,551	354,551	43.61%	97.10%	354,551	354,551	43.61%	97.06%	394,853	394,853	48.57%	95.70%
AUTO LIABILITY	57,593	9,579	9,579	16.64%	96.17%	9,579	9,579	16.64%	95.94%	9,579	9,579	16.64%	92.98%
WORKER'S COMP	1,044,196	1,473,632	1,473,632	141.13%	99.88%	1,474,398	1,474,398	141.20%	99.86%	1,538,197	1,538,197	147.31%	99.40%
TOTAL ALL LINES	2,111,178	1,921,448	1,921,448	91.01%	98.72%	1,903,909	1,903,909	90.18%	98.69%	2,008,009	2,008,009	95.11%	97.85%
NET PAYOUT %	\$1,859,196				88.06%								

FUND YEAR 2011 – LOSSES CAPPED AT RETENTION

Budget	Current 48				Last Month 47				Last Year 36				
	Unlimited Incurred	Limited Incurred	Actual 31-Dec-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Nov-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Dec-13	MONTH TARGETED	
PROPERTY	234,238	211,641	211,641	90.33%	100.00%	192,885	192,885	82.34%	100.00%	192,885	192,885	82.34%	100.00%
GEN LIABILITY	969,800	629,142	629,142	64.87%	95.70%	709,250	709,250	73.13%	95.40%	428,043	428,043	44.14%	90.15%
AUTO LIABILITY	68,650	123,049	123,049	179.24%	92.98%	121,873	121,873	177.53%	92.21%	49,042	49,042	71.44%	87.18%
WORKER'S COMP	1,260,640	1,756,816	1,756,816	139.36%	99.40%	1,816,459	1,816,459	144.09%	99.34%	1,762,425	1,762,425	139.80%	98.10%
TOTAL ALL LINES	2,533,348	2,720,648	2,720,648	107.39%	97.86%	2,840,467	2,840,467	112.12%	97.70%	2,432,394	2,432,394	96.02%	94.93%
NET PAYOUT %	\$2,371,413				93.61%								

FUND YEAR 2012 – LOSSES CAPPED AT RETENTION

Budget	Current 36				Last Month 35				Last Year 24				
	Unlimited Incurred	Limited Incurred	Actual 31-Dec-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Nov-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Dec-13	MONTH TARGETED	
PROPERTY	239,354	57,908	57,908	24.19%	100.00%	18,762	18,762	7.84%	100.00%	18,762	18,762	7.84%	100.00%
GEN LIABILITY	969,800	285,950	285,950	29.48%	90.15%	280,950	280,950	28.97%	89.48%	58,155	58,155	6.00%	79.39%
AUTO LIABILITY	68,650	265,746	265,746	387.10%	87.18%	265,746	265,746	387.10%	86.58%	265,594	265,594	386.88%	76.44%
WORKER'S COMP	1,292,157	1,169,466	1,169,466	90.50%	98.10%	1,162,052	1,162,052	89.93%	97.90%	934,388	934,388	72.31%	93.51%
TOTAL ALL LINES	2,569,961	1,779,070	1,779,070	69.23%	94.98%	1,727,510	1,727,510	67.22%	94.62%	1,276,898	1,276,898	49.69%	88.33%
NET PAYOUT %	\$1,034,270				40.24%								

FUND YEAR 2013 – LOSSES CAPPED AT RETENTION

Budget	Current 24				Last Month 23				Last Year 12				
	Unlimited Incurred	Limited Incurred	Actual 31-Dec-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Nov-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Dec-13	MONTH TARGETED	
PROPERTY	243,372	149,379	149,379	61.38%	100.00%	114,029	114,029	46.85%	99.33%	105,000	105,000	43.14%	95.24%
GEN LIABILITY	969,800	278,945	278,945	28.76%	79.39%	31,445	31,445	3.24%	78.18%	44,481	44,481	4.59%	60.18%
AUTO LIABILITY	68,650	9,525	9,525	13.87%	76.44%	10,025	10,025	14.60%	75.06%	11,335	11,335	16.51%	51.17%
WORKER'S COMP	1,292,157	1,270,488	1,270,488	98.32%	93.51%	1,246,798	1,246,798	96.49%	92.71%	1,332,592	1,332,592	103.13%	64.07%
TOTAL ALL LINES	2,573,979	1,708,337	1,708,337	66.37%	88.35%	1,402,297	1,402,297	54.48%	87.39%	1,493,408	1,493,408	58.02%	65.21%
NET PAYOUT %	\$998,113				38.78%								

FUND YEAR 2014 – LOSSES CAPPED AT RETENTION

Budget	Current 12				Last Month 11				Last Year 0				
	Unlimited Incurred	Limited Incurred	Actual 31-Dec-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Nov-14	MONTH TARGETED	Unlimited Incurred	Limited Incurred	Actual 30-Dec-13	MONTH TARGETED	
PROPERTY	243,372	90,419	90,419	37.15%	95.24%	64,176	64,176	26.37%	86.00%	0	0	N/A	N/A
GEN LIABILITY	774,800	44,079	44,079	5.69%	60.18%	50,078	50,078	6.46%	49.00%	0	0	N/A	N/A
AUTO LIABILITY	68,650	3,950	3,950	5.75%	51.17%	3,950	3,950	5.75%	45.00%	0	0	N/A	N/A
WORKER'S COMP	1,107,261	550,569	550,569	49.72%	64.07%	497,184	497,184	44.90%	52.00%	0	0	N/A	N/A
TOTAL ALL LINES	2,194,083	689,016	689,016	31.40%	65.75%	615,388	615,388	28.05%	54.49%	0	0	N/A	N/A
NET PAYOUT %	\$342,412				15.61%								

PERMA Inc.
1/26/2015



CLIENT ACTIVITY REPORT

JANUARY 2015

GCHIC - Gloucester County Health Insurance Commission

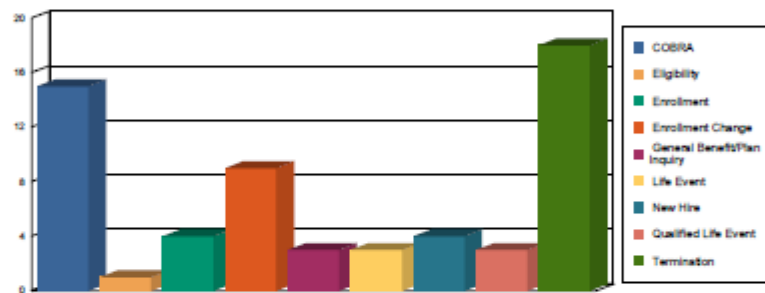
This is your monthly BeneService Advocacy Activity Report providing de-identified details regarding calls, emails or other inquiries received and acted upon by Conner Strong & Buckelew. Note that the data is de-identified to protect the confidentiality of the individual participant pursuant to HIPAA. 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

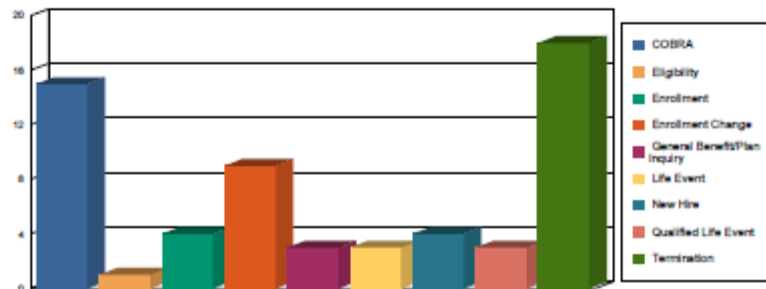
From: 1/1/2015 To: 1/31/2015

GCHIC - Gloucester County Health Insurance Commission

SUBJECT (JANUARY)	# of Issues
COBRA	15
Eligibility	1
Enrollment	4
Enrollment Change	9
General Benefit/Plan Inquiry	3
Life Event	3
New Hire	4
Qualified Life Event	3
Termination	18
Total for Subject	60

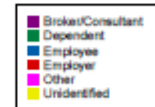


SUBJECT (YTD)	# of Issues
COBRA	15
Eligibility	1
Enrollment	4
Enrollment Change	9
General Benefit/Plan Inquiry	3
Life Event	3
New Hire	4
Qualified Life Event	3
Termination	18
Total for Subject	60



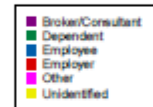
CALL SOURCE (JANUARY)

	<u># of Issues</u>
Broker/Consultant	1
Dependent	1
Employee	3
Employer	37
Other	14
Unidentified	4
Total for Call Source	60



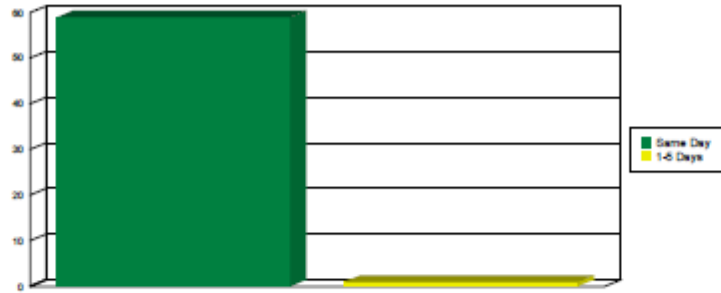
CALL SOURCE (YTD)

	<u># of Issues</u>
Broker/Consultant	1
Dependent	1
Employee	3
Employer	37
Other	14
Unidentified	4
Total for Call Source	60



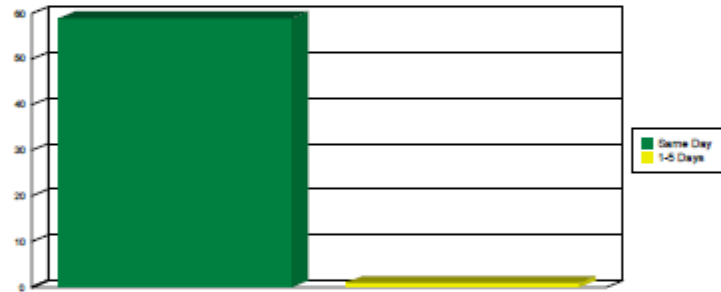
CLOSED TIME (JANUARY)

	<u># of Days</u>	<u>%</u>
Same Day	59	98%
1-5 Days	1	2%
<hr/>		
Total for Time Range	60	100%



CLOSED TIME (YTD)

	<u># of Days</u>	<u>%</u>
Same Day	59	98%
1-5 Days	1	2%
<hr/>		
Total for Time Range	60	100%



**GLOUCESTER COUNTY INSURANCE COMMISSION
BILLS LIST**

Resolution No. 16-15

February 2015

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.

<u>FUND YEAR 2014</u>			
<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000337			
000337	NEW JERSEY COUNTIES EXCESS JIF	CEL - 2014 BALANCE DUE	30,649.64
			30,649.64
000338			
000338	PERMA RISK MANAGEMENT SERVICES	E-FILING 2014 1099 MISC	15.60
			15.60
000339			
000339	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 12/2014	3,917.49
000339	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 12/2014	1,172.06
			5,089.55
TOTAL PAYMENTS FY 2014			35,754.79
<u>FUND YEAR 2015</u>			
<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000340			
000340	NEW JERSEY COUNTIES EXCESS JIF	CEL - 1ST 2015 INSTALLMENT	1,670,331.88
			1,670,331.88
000341			
000341	INSERVCO INSURANCE SERVICES	CLAIMS ADMIN - 02/2015	6,650.00
			6,650.00
000342			
000342	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR - 02/2015	11,385.17
			11,385.17
000343			
000343	HARDENBERGH INSURANCE GROUP	UNDERWRITING MANAGER - 02/2015	4,680.00
			4,680.00
000344			
000344	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES FEE 02/2015	650.25
			650.25
000345			
000345	COURIER-POST	ACCT: CHL-091699 - 02/13/15 - PUBLIC MTG	27.90
			27.90
000346			
000346	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2015	240.00
000346	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2015	4,052.60
000346	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2015	4,842.46
000346	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 1/2015	6,195.81
000346	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2015	100.00
			15,430.87

000347			
000347	LONG MARMERO & ASSOCIATES, LLP	ATTORNEY FEE - 2/12/2015	4,230.00
			4,230.00
000348			
000348	ROBERT SCOLPINO	REIMBURSE MEDICAL,PREScription - 01/2015	1,143.63
			1,143.63
000349			
000349	VIOLA YEAGER	REIMBURSE MEDICAL,PREScription - 01/2015	571.82
			571.82
000350			
000350	JUNE ATKINSON	REIMBURSE MEDICAL,PREScription - 01/2015	571.82
			571.82
000351			
000351		VOIDED	
000352			
000352	BAGLICIOUS	SAFETY KICKOFF MTG REFRESHMENT - 1/15/15	506.75
			506.75
000353			
000353	HARDENBERGH INSURANCE GROUP	RMC FEE 02/2015	21,320.00
			21,320.00
		TOTAL PAYMENTS FY 2015	1,737,500.09

TOTAL PAYMENTS ALL FUND YEARS \$1,773,254.88

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. 17-15

FEBRUARY 2015

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 2015

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
W0215			
W0215	CONNER STRONG & BUCKELEW	CSB CONSULTING FEE 01/2015	530.50
W0215	CONNER STRONG & BUCKELEW	PERMA CONSULTING FEE 01/2015	2,820.00
			3,350.50
		TOTAL PAYMENTS FY 2015	3,350.50

TOTAL PAYMENTS ALL FUND YEARS \$ 3,350.50

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS					
GLOUCESTER COUNTY INSURANCE COMMISSION					
ALL FUND YEARS COMBINED					
CURRENT MONTH	December				
CURRENT FUND YEAR	2014				
	Description:	Instrument #1	Instr #2	Instr #3	
	ID Number:	GCIC Deposit A	GCIC WC Clai	GCIC Liability	
	Maturity (Yrs)	0	0	0	
	Purchase Yield:	0	0	0	
	TOTAL for All				
	Accts & instruments				
Opening Cash & Investment Balance	\$5,583,286.21	5573340.05	3779.32	6166.84	
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	\$139,551.98	\$0.00	\$125,333.73	\$14,218.25
10	(Withdrawals - Sales)	(\$344,392.22)	(\$205,521.74)	(\$124,652.23)	(\$14,218.25)
Ending Cash & Investment Balance	\$5,378,445.97	\$5,367,818.31	\$4,460.82	\$6,166.84	
Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	\$0.00	
Plus Outstanding Checks	\$41,382.71	\$11,279.28	\$19,820.65	\$10,282.78	
(Less Deposits in Transit)	\$0.00	\$0.00	\$0.00	\$0.00	
Balance per Bank	\$5,419,828.68	\$5,379,097.59	\$24,281.47	\$16,449.62	

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

Current Fund Year: 2014											
Month Ending: December											
	Prop	Liab	Auto	WC				NJ CEL	Admin	TOTAL	
OPEN BALANCE	566,046.98	3,608,489.16	155,935.74	1,175,379.91	0.00		0.00	0.00	43,038.34	34,397.02	5,583,287.15
RECEIPTS											
Assessments	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Refunds	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Invest Pymnts	0.00	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	0.00
Subtotal Invest	0.00	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	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
EXPENSES											
Claims Transfers	4,019.98	8,078.27	2,120.00	124,652.23	0.00		0.00	0.00	0.00	0.00	138,870.48
Expenses	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	65,969.76	65,969.76
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL	4,019.98	8,078.27	2,120.00	124,652.23	0.00		0.00	0.00	0.00	65,969.76	204,840.24
END BALANCE	562,027.00	3,600,410.89	153,815.74	1,050,727.68	0.00		0.00	0.00	43,038.34	(31,572.74)	5,378,446.91

RESOLUTION 18-15

**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 26, 2015 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 1/1/15 to 1/31/15, 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 26, 2015.

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
01/01/2015 Thru 01/31/2015

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
01/01/2015 Thru 01/31/2015

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amnt. Requested	Amnt. Paid	
Coverage: Auto Liability											
C	4644	3530000287	001	BROTHERS, ANTHONY	12/5/2014	12/5/2014	MADDEN & MADDEN PA	1/9/2015	LEGAL FEE - STMT #20	934.50	934.50
C	4657	3530000576	001	GRANT, HELEN	5/9/2014	8/30/2014	MADDEN & MADDEN PA	1/23/2015	LEGAL FEE - STMT #25	1,280.00	1,280.00
C	4658	3530000576	001	GRANT, HELEN	7/3/2014	8/26/2014	MADDEN & MADDEN PA	1/23/2015	LEGAL FEE - STMT #26	1,104.87	1,104.87
C	4659	3530000576	001	GRANT, HELEN	9/2/2014	9/22/2014	MADDEN & MADDEN PA	1/23/2015	LEGAL FEE - STMT #27	2,656.30	2,656.30
C	4665	3530000576	001	GRANT, HELEN	4/13/2012	4/13/2012	HELEN GRANT & SOLOFF AS ATTYS	1/23/2015	FULL FINAL SETTLEMENT	214,409.01	214,409.01
Total for Coverage: Auto Liability							Number of entries: 5		220,384.68	220,384.68	
Coverage: Auto Physical Damage											
C	4666	3530001172	001	GLOUCESTER COUNTY	10/31/2014	10/31/2014	MARY ELLEN GRAY DBA CLIFF	1/23/2015	Invoice 1114187BG	90.00	90.00
Total for Coverage: Auto Physical Damage							Number of entries: 1		90.00	90.00	
Coverage: General Liability											
C	4639	3530000425	001	WALSH, JOAN	11/3/2014	11/26/2014	RICHARDSON GALELLA AUSTERMUHL	1/9/2015	INVOICE 3652	2,366.62	2,366.62
C	4640	3530000425	001	WALSH, JOAN	8/5/2014	9/30/2014	RICHARDSON GALELLA AUSTERMUHL	1/9/2015	INVOICE 3591	1,725.00	1,725.00
C	4641	3530000425	001	WALSH, JOAN	10/3/2014	10/22/2014	RICHARDSON GALELLA AUSTERMUHL	1/9/2015	INVOICE 3621	375.00	375.00
C	4642	3530000389	001	LUCAS, KAREN	11/4/2014	11/24/2014	RICHARDSON GALELLA AUSTERMUHL	1/9/2015	LEGAL FEE - INV. #3649	60.00	60.00
C	4646	3530000558	001	MULVIHILL, NICOLE	11/13/2014	12/10/2014	CHANCE & MCCANN LLC	1/9/2015	INVOICE 11516	1,417.73	1,417.73
C	4647	3530000234	001	GOSS, JOHN	11/13/2014	12/12/2014	CHANCE & MCCANN LLC	1/9/2015	INVOICE 11517	3,292.01	3,292.01
C	4652	3530000389	001	LUCAS, KAREN	12/1/2014	12/19/2014	RICHARDSON GALELLA AUSTERMUHL	1/23/2015	Invoice#3695	255.75	255.75
C	4654	3530000425	001	WALSH, JOAN	11/25/2014	12/31/2014	RICHARDSON GALELLA AUSTERMUHL	1/23/2015	INV 3687	1,068.33	1,068.33
C	4655	3530001091	001	REED, WILBERT	9/2/2014	9/17/2014	RICHARDSON GALELLA AUSTERMUHL	1/23/2015	LEGAL FEE - INV. #3589	225.00	225.00
C	4656	3530001210	001	GLOCKER-HAMMOND, ROBYN	11/6/2014	11/6/2014	COUNTY OF GLOUCESTER	1/23/2015	Reimbursement for Robyn Glocker Hammond Claim	416.13	416.13
C	4660	3530000893	001	LAMANTEER, MICHAEL	10/8/2014	11/7/2014	MADDEN & MADDEN PA	1/23/2015	LEGAL FEE - STMT #13	360.00	360.00
C	4661	3530000234	001	GOSS, JOHN	12/10/2014	12/10/2014	GUARANTEED SUBPOENA SERVICE	1/23/2015	INV# 20141208130342	61.95	61.95
C	4662	3530000425	001	WALSH, JOAN	12/23/2014	12/23/2014	JOHN TOTO ENGINEERING	1/23/2015	GLOUS.502	4,528.20	4,528.20
C	4663	3530000694	001	RUNQUIST, CHRISTINE	11/17/2014	1/15/2015	CHANCE & MCCANN LLC	1/23/2015	LEGAL FEE - INV #11590	954.50	954.50
C	4664	3530000234	001	GOSS, JOHN	10/16/2014	11/13/2014	CHANCE & MCCANN LLC	1/23/2015	INV 11466	1,865.38	1,865.38
Total for Coverage: General Liability							Number of entries: 15		18,971.60	18,971.60	
Coverage: Police Professional											
C	4643	3530000547	001	DEAN, TAHARQA	10/3/2014	11/24/2014	MADDEN & MADDEN PA	1/9/2015	LEGAL FEE - STMT #12	8,043.00	8,043.00
C	4645	3530000494	001	GEORGETTE, PATRICK	12/5/2014	12/5/2014	MADDEN & MADDEN PA	1/9/2015	LEGAL FEE - STMT #14	371.00	371.00
C	4648	3530000547	001	DEAN, TAHARQA	11/13/2014	12/10/2014	CHANCE & MCCANN LLC	1/9/2015	FILE 8010	1,912.50	1,912.50
C	4649	3530000547	001	DEAN, TAHARQA	11/3/2014	11/3/2014	SUMMIT COURT REPORTING INC	1/9/2015	COURT REPORTING - INV #55247	354.50	354.50

Date: 2/1/2015
Financial Transaction



Page: 2

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
01/01/2015 Thru 01/31/2015

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payer Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid
Coverage: Police Professional										
C	4650	3530000547	001 DEAN, TAHARDA	1/12/2015	1/12/2015	GARY M GLASS MD	1/12/2015	IME PREPAYMENT	3,000.00	3,000.00
C	4651	3530000547	001 DEAN, TAHARDA	2/5/2015	2/5/2015	DAVID L RUBENSTEIN MD	1/12/2015	IME	747.50	747.50
C	4653	3530000547	001 DEAN, TAHARDA	12/3/2014	12/31/2014	RICHARDSON GALELLA AUSTERMUHL	1/23/2015	LEGAL FEE - INV. #3684	1,590.00	1,590.00
Total for Coverage: Police Professional							Number of entries: 7		16,018.50	16,018.50
Coverage: Un/Underinsured Motorists(NJ)										
C	10767	3530000919	001 RANDOLPH, BRIAN	12/2/2014	12/22/2014	RICHARDSON GALELLA AUSTERMUHL	1/23/2015	LEGAL FEE - INV #3686	789.73	789.73
Total for Coverage: Un/Underinsured Motorists(NJ)							Number of entries: 1		789.73	789.73
Total for Gloucester Co Ins Commission - 353							Number of entries: 29		256,254.51	256,254.51



Gloucester County Insurance Commission
 Bill Review / PPO Savings
 2015



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	27	96%	\$10,356.81	90%	\$6,002.97	\$0.00	\$2,345.45	\$2,008.39	\$4,353.84	\$604.51	\$3,749.33
YTD Total		27	96%	\$10,356.81	90%	\$6,002.97	\$0.00	\$2,345.45	\$2,008.39	\$4,353.84	\$604.51	\$3,749.33

<u>Monthly Summary</u>	<u>December</u>
Total Savings (before fees):	\$4,353.84
Percent Savings:	42%
NET SAVINGS:	\$3,749.33
Percent NET SAVINGS:	36%

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

<u>YTD Summary</u>	
Total Savings (before fees):	\$4,353.84
Percent Savings:	42%
NET SAVINGS:	\$3,749.33
Percent NET SAVINGS:	36%

GLOUCESTER COUNTY INSURANCE COMMISSION
SAFETY DIRECTOR'S REPORT

TO: Fund Commissioners
FROM: J.A. Montgomery Risk Control, Safety Director
DATE: February 18, 2015

January - March 2015
RISK CONTROL ACTIVITIES

JIF MEETINGS / TRAINING ATTENDED

- **January 12:** Attended a meeting with the RMC and the Safety and Insurance Coordinator to discuss BRIT Online training demo via conference call
- **January 15:** Attended and participated in the GCIC Safety Kick off Meeting at the Rowan College of Gloucester County.
- **January 22:** Attended the GCIC meeting in West Deptford.
- **February 3:** Attended the GCIC Safety Committee Meeting in West Deptford.
- **February 10:** Attended the GCIC Claims Committee meeting via conference call.

UPCOMING JIF MEETINGS / TRAINING

- **February 23:** Plan to attend a meeting with GCIA and the RMC to provide a BRIT Online Training Demo in Clarksboro.
- **February 25:** Plan to attend a meeting with GCIC and the RMC to review the status of the BRIT Online Training in Clarksboro.

- **February 26:** Plan to attend the GCIC meeting in West Deptford.
- **March 10:** Plan to attend the GCIC Claims Committee Meeting via conference call.

TRAINING SCHEDULED AND CONDUCTED (FEBRUARY THRU MARCH)

DATE	LOCATION	TOPIC	TIME
2/10/15	GCIC/GCIA	PTO Safety	8:30 - 9:30 am
2/27/15	GCIC	Compressed Gas	8:30 - 9:30 am
2/27/15	GCIC	Chain Saw Safety	9:45 - 10:45 am
3/13/15	GCIC	Back Safety/Material Handling	8:30 - 9:30 am
3/13/15	GCIC	Asbestos, Lead, Silica Health Overview	9:45 - 10:45 am
3/18/15	GCIC	Forklift Certification	9:00 - 1:00 pm
3/23/15	GCIC - Correction	Flagger / Work Zone Safety	9:00 - 1:00 pm
3/26/15	GCIC	Repair Garage Hazard Awareness	8:30 - 9:30 am

CEL MEDIA LIBRARY

The following GCIC Agencies utilized the CEL Media Library in 2014:

MONTH	AGENCY	# of Videos
January	GCUA/GCIA	6
February	GCIC – Gloucester County	0
March	GCIC – Gloucester County	4
April	GCIC – Gloucester County	0
May	GCIC – Gloucester County	0
June	GCIC – Gloucester County	0
July	GCIC – Gloucester County	0
August	GCIC – Gloucester County	0
September	GCIA – Improvement Authority	2
October	GCIC – Gloucester County	0
November	GCIA – Improvement Authority	2
December	GCIC – Gloucester County	0

14 videos were utilized in 2014

The following GCIC Agencies utilized the CEL Media Library in 2015:

MONTH	AGENCY	# of Videos
January		0
February (as of 2/18)		0

RESOLUTION NO 19-15

**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 26, 2015.

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 26, 2015 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 26, 2015.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

MICHAEL BURKE, VICE CHAIRMAN

GCIC PARS - Worker Compensation & Liability
CLOSED SESSION
2/26/15

<u>Claim #</u>	<u>Claimant</u>	<u>Type of Claim</u>	<u>PAR/SAR</u>	<u>C.P or DO #</u>
3530000457	Estate of Peter Fiorentino, Jr	Liability	PAR	
3530000807	Estate of Goodlet	Liability	Discussion	
3530000893	Michael Lamanteer	Liability	PAR	
3530001225	James Smith	Worker Compensation	PAR	
3530000552	Dawn Lilley	Worker Compensation	SAR	2011-29778
3530000502	Dawn Lilley	Worker Compensation	SAR	2012-17793
3530000750	Kathleen Lowry	Worker Compensation	SAR	2013-8872

APPENDIX I

**GLOUCESTER COUNTY INSURANCE COMMISSION
OPEN MINUTES
MEETING – January 22, 2015
115 BUDD BLVD.
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 Joseph Hrubash
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Claims Service	Inservco Insurance Services, Inc. Veronica George Dave McCabe
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	Consolidated Services Group, Inc. Jennifer Pard Goldstein
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	Conner Strong & Buckelew Michelle Leighton
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Underwriting Services Director/RMC	Hardenbergh Insurance Group Bonnie Ridolfino Jenna Quattrone (via teleconference)
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Attorney	Long Marmero & Associates Al Marmero, Esq.
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Treasurer	
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Safety Director	J.A. Montgomery Risk Control Glenn Prince
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Benefits	Conner Strong & Buckelew
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ALSO PRESENT:

Shanna McCann, Chance and McCann
Matt Lyons, Gloucester County Counsel
Bradford Stokes, PERMA Risk Management Services
Cathy Dodd, PERMA Risk Management Services

APPROVAL OF MINUTES: Open Minutes and Closed Minutes of December 18, 2014.

**MOTION TO APPROVE THE OPEN MINUTES & CLOSED MINUTES OF
DECEMBER 18, 2014**

Motion:	Commissioner Jones
Second:	Chairman White
Roll Call Vote:	2 Ayes, 1 Abstained

Chairman White introduced Michael Burke who would be replacing Dean Sizemore as the Vice Chairman of the Commission. Chairman White advised Mr. Burke worked in the County Treasurer’s office. Executive Director then asked the attendees at the meeting to introduce themselves to Mr. Burke.

Executive Director thanked Mr. Sizemore for all of his support, guidance, and dedication to the Commission and its members over the past year. Executive Director then presented Mr. Sizemore with a clock which was engraved “Dean Sizemore, Vice Chairman, March 2010 – December 2014, With Great Appreciation, Gloucester County Insurance Commission”. Mr. Sizemore thanked everyone for the clock and their kind words.

CORRESPONDENCE: None

COMMITTEE REPORTS:

SAFETY & ACCIDENT REVIEW COMMITTEE: Mr. Sizemore advised the Safety and Accident Review Committee was scheduled to meet in February.

CLAIMS COMMITTEE: Mr. Sizemore reported the Claims Committee met via teleconference to discuss and review the PARS that would be presented during closed session.

EXECUTIVE DIRECTOR REPORT: Executive Director advised his report was included in the agenda and there were several action items for the meeting.

WELCOME COMMISSIONER MICHAEL BURKE: Executive Director reported Mr. Burke was already introduced as a new Commissioner; however, he needed motions for two resolutions. Executive Director advised a revised Resolution 1-15 was distributed at the beginning of the meeting which appointed Mr. Burke as Vice Chairman. Executive Director indicated Resolution 2-15, amended the authorized signatures on the Commission Bank Accounts.

MOTION TO APPROVE RESOLUTION 1-15, APPOINTMENT OF VICE CHAIRMAN

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

MOTION TO APPROVE RESOLUTION 2-15, DESIGNATING AUTHORIZED SIGNATURES FOR COMMISSION BANK ACCOUNTS

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

2015 PROPERTY AND CASUALTY BUDGET – Executive Director reported today was the Public Hearing for the 2015 Property and Casualty. Executive Director advised the budget was introduced at the December meeting and was advertised in the Commission’s official newspapers. Executive Director advised the budget was in the amount of \$5,829,958 and there were no changes since it was introduced. Executive Director requested a motion to open the Public Hearing.

MOTION TO OPEN THE PUBLIC HEARING ON THE 2015 PROPERTY & CASUALTY BUDGET

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

Chairman White advised this was now a Public Hearing on the 2015 Property & Casualty Budget and asked if anyone had any comments. Seeing no one come forward Chairman White requested a motion to close the Public Hearing.

MOTION TO CLOSE THE PUBLIC HEARING

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

MOTION TO ADOPT THE PROPERTY & CASUALTY BUDGET FOR THE GLOUCESTER COUNTY INSURANCE COMMISSION AS PRESENTED FOR THE COMMISSION YEAR 2015 & CERTIFY THE 2015 ASSESSMENTS

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

OPTIONAL NETWORK PRIVACY & SECURITY INDICATION: Executive Director reported Ms. Ridolfino requested the CEL Underwriting Manager to bind cyber coverage for the Rowan College at Gloucester County and the Gloucester Library effective 1/1/15. Executive Director advised once the CEL budget was amended to reflect this change, the GCIC budget would also be amended.

2015 HEALTH BENEFITS BUDGET INTRODUCTION – Executive Director referred to a copy of the 2015 Health Benefit Budget in the amount of \$608,987 which was included in the agenda. Executive Director advised the public hearing for the budget was today. Executive Director indicated there were no changes to the budget since introduction and the budget was advertised in the Commission’s official newspapers.

MOTION TO OPEN THE PUBLIC HEARING ON THE 2015 HEALTH BENEFIT BUDGET

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

Chairman White advised this was now a Public Hearing on the 2015 Health Benefits Budget and asked if anyone had any comments. Seeing no one come forward Chairman White requested a motion to close the Public Hearing.

MOTION TO CLOSE THE PUBLIC HEARING

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

MOTION TO ADOPT THE HEALTH BUDGET FOR GLOUCESTER COUNTY INSURANCE COMMISSION AS PRESENTED FOR THE COMMISSION YEAR 2015

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

CERTIFICATE OF INSURANCE REPORT: Executive Director reported on the Certificate of Insurance Report for the period 12/13/14 to 1/13/15. There were 35 certificates of insurance issued during this period.

GCIC PROPERTY AND CASUALTY FINANCIAL FAST TRACK: Executive Director advised the November Property & Casualty Financial Fast Track was included in the agenda. As of November 30, 2014 the Commission has a surplus of \$3,535,095. Line 8 of the report, “Investment

in Joint Venture” is the Gloucester County Insurance Commission’s share of the equity in the CEL. Gloucester County Insurance Commission’s current equity in the CEL is \$1,177,895.

NJ CEL PROPERTY AND CASUALTY FINANCIAL FAST TRACK: Executive Director reported the agenda included the November Financial Fast Track. Executive Director noted as of November 30th the Fund has a surplus of \$5,382,690.

HEALTH BENEFITS FINANCIAL FAST TRACK: Executive Director reported the December Health Benefits Financial Fast Track was included in the agenda. Executive Director advised as of November 30, 2014 there was a surplus of \$97,574.

TERRORISM RISK INSURANCE ACT: Executive Director referred to a copy of an announcement which was included in the agenda advising Congress had passed the extension of the Terrorism Risk Insurance Act. Executive Director indicated President Obama had signed into law legislation extending the federal terrorism insurance backstop through December 31, 2020.

NJ EXCESS COUNTIES INSURANCE FUND (CELJIF): Executive Director advised the CEL would hold their reorganization on February 26, 2015 at 1:00 at the Camden County College Regional Emergency Training Center.

GCIC WEBSITE: Executive Director reported the GCIC website was set up through an affiliated company of Conner Strong & Buckelew, AIM. Executive Director explained there have been some technical issues with the website recently and suggested the Commission look at one of the vendors used by other CEL Commission members. Executive Director advised PERMA requested a quote from Sparks Creative Group for the Commission’s consideration. The quote for the website design, programming and layout was \$2,450, with a yearly website hosting and domain service of \$350.00. Sparks Creative Group would also provide two hours per month for any assistance with editing or developing the site textual content and then an hourly rate of \$105. Executive Director advised a copy of the proposal was included in the agenda and noted the cost could be paid out of the miscellaneous and expense contingency account. Executive Director asked if anyone had questions and recommended approving the cost proposal from Sparks Creative Group. Chairman White requested the website be created as soon possible and would like to review the site before it went live.

MOTION TO APPROVE THE COST PROPOSAL FROM SPARKS CREATIVE GROUP FOR THE COMMISSION WEBSITE

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

RE-ORGANIZATION MEETING – Executive Director advised the next Commission meeting was scheduled for February 26, 2015 and would be the Re-Organization meeting. Chairman White requested the meeting location be changed to 2 South Broad Street, Woodbury, NJ. Executive Director advised his office would advertise the change of the meeting location.

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

Executive Director's Report Made Part of Minutes.

EMPLOYEE BENEFITS: Executive Director reported he would review the Employee Benefits Report with the Commission which was included in the agenda. Executive Director advised the Client Activity Summary Report for the period of 12/1/14 to 12/31/14 indicated there were 29 inquiries during December and the year to date total was 565.

TREASURER REPORT: Chairman White presented the January Property & Casualty Bill List along with January Health Insurance Fund Bill List which were included in the agenda. Chairman White requested motions to approve Resolutions 3-15 and 4-15.

**MOTION TO APPROVE THE JANUARY PROPERTY
& CASUALTY BILL LIST, RESOLUTION 3-15**

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

**MOTION TO APPROVE THE JANUARY HEALTH
INSURANCE FUND LIST, RESOLUTION 4-15**

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

CLAIMS REPORT

REPORT:

Chairman White presented Resolution 5-15 Inservco Liability Claims Check Register for the period 12-1-14 to 12-31-14

**MOTION TO APPROVE RESOLUTION 5-15 LIABILITY CHECK
REGISTER FOR THE PERIOD OF 12-1-14 TO 12-31-14**

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

MANAGED CARE PROVIDER: 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 29 bills for the month of December for a total of \$25,691.99. The total recommended allowed amount was \$17,518.40. Ms. Goldstein also reviewed the year to date totals and advised the total net savings were \$287,697.16 or 47%.

CEL SAFETY DIRECTOR:

REPORT: Mr. Prince reported the Safety Director's report was included in the agenda. The report included Risk Control Activities for December through January 2015. Mr. Prince advised he had received some specialized training requests for the Dream Park and he was currently developing those programs and would report again next month on the status. Also, Mr. Prince advised the BRIT Online Platform was rolled out at the recent Safety Kickoff meeting and should be live for all employees to utilize the training. Mr. Prince advised that concluded his report unless anyone had any questions. Commissioner Jones advised the Health Department was using the BRIT online training and it was very well received. Commissioner Jones reported she mandated two trainings, Right to Know, and the Supervisory Accident Reporting. In response to Chairman White's inquiry, Ms. Ridolfino advised she was working with Ms. LaPorta to engage all of the departments with regard to the online training system. Chairman White recommended the Animal Shelter and the EMS should head up the list.

RISK MANAGEMENT/UNDERWRITING SERVICES DIRECTOR:

REPORT: Ms. Ridolfino advised she had a verbal report for the meeting. Ms. Ridolfino reported the EPL section of the BRIT online training was not rolled out yet as it was being reviewed by Mr. Milton Hinton, EEOC Officer, and then Mr. Lyons group would also review along with AIG.

Ms. Ridolfino also advised the Inservco Stewardship report was distributed. Ms. Ridolfino noted the report would be amended to combine the information for the County College and Rowan College as they are the same entity. Ms. Ridolfino indicated in reviewing the report she noted 2013 looked like a troublesome year, however, there were numerous weather related claims. Ms. Ridolfino pointed out that Friday's generated the most claims and due to the severity and frequency of the accidents this issue would be a goal for 2015.

Ms. Ridolfino noted on a positive note the number of days to report an accident has decreased significantly and also thanked Mr. Sizemore and his team as the Improvement Authority's claims had decreased.

Ms. Ridolfino asked the Commission if any of the Safety Resources could be posted on the website. Chairman White suggested reaching out to the website vendor to see if there was an additional cost to post the items.

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

ATTORNEY: Mr. Marmero advised he did not have anything to report.

OLD BUSINESS: None

NEW BUSINESS: Mr. Sizemore advised he had a request from a Safety and Health meeting that the Corrections Department was asking if we could afford to purchase new windshield wiper blades and headlights because the ones that were standard on the vehicles were sub-standard.

PUBLIC COMMENT:

MOTION TO OPEN MEETING TO PUBLIC

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

CLOSED SESSION: Chairman White read and requested a motion to approve Resolution 6-15 authorizing a Closed Session to discuss PARS & SARS.

RESOLUTION 6-15, 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 POSSIBLE SETTLEMENT OF CRYSTAL GARLAND VS. GLOUCESTER COUNTY

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

Mr. Marmero requested the following motions:

MOTION TO APPROVE PAYMENT AUTHORITY REGARDING # 3530000694 IN THE AMOUNT OF \$125,000 AND IF NOT ACCEPTED OFFER THE DEFENSE COUNSEL TO FILE THE REQUIRED DENOUEMENT

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

MOTION TO APPROVE SETTLEMENT AUTHORITY REGARDING # 3530000295 IN THE AMOUNT OF \$1,500

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

MOTION TO APPROVE AN INCREASE IN PAYMENT AUTHORITY REQUEST IN THE AMOUNT OF \$ 11,500 FOR A TOTAL OF \$53,179.12 REGARDING # 3530000234

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

MOTION TO APPROVE AN INCREASE IN PAYMENT AUTHORITY REQUEST IN THE AMOUNT \$19,501 REGARDING # 3530001215 FOR A TOTAL AMOUNT OF \$34,500

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

MOTION TO APPROVE AN INCREASE IN PAYMENT AUTHORITY REQUEST IN THE AMOUNT \$23,002 REGARDING # 3530001141 FOR A TOTAL AMOUNT OF \$38,000

MOTION TO APPROVE AN INCREASE IN PAYMENT AUTHORITY REQUEST IN THE AMOUNT \$20,200 REGARDING # 3530001206 FOR A TOTAL AMOUNT OF \$35,200

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

Mr. Marmero advised he did not include any motions for claim # 3530000762 as he had stepped outside during the discussion for this case due to a conflict.

Commissioner Jones advised she would make the motion.

**MOTION TO APPROVE AN INCREASE IN PAYMENT AUTHORITY
REQUEST IN THE AMOUNT \$35,000 REGARDING # 3530000762 FOR
A TOTAL AMOUNT OF \$50,000**

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

Chairman White indicated there was one more motion for the same claim.

**MOTION TO AUTHORIZING COUNSEL TO SEND A LETTER OF
ENGAGEMENT TO ARCHER GREINER FOR CLAIM # # 3530000762**

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

MOTION TO ADJOURN:

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

MEETING ADJOURNED: 10:40 AM

Minutes prepared by: Cathy Dodd, Assisting Secretary

APPENDIX II

RESOLUTION NO. xx-15

Gloucester County Insurance Commission

(hereinafter the "Insurance Commission")

Revised February 10, 2015

BE IT RESOLVED by the Insurance Commission's governing body that effective 1/1/15 the 2015 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

2.) The limits of coverage.

a.) Workers' Compensation limits.

- The Insurance Commission covers \$250,000 per occurrence including:
 - Employer's Liability - \$250,000 per occurrence.
 - USL&H – \$250,000 per occurrence.
 - Harbor Marine/Jones Act - \$250,000 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 \$250,000.
 - Harbor Marine/Jones Act - \$250,000 less NJ State benefits excess of the Insurance Commission's \$250,000.

NJC retains limits of \$250,000 excess \$250,000 for Workers Compensation and Employers Liability. NJC purchases from Wesco Insurance Company \$500,000 excess \$500,000 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 (1/1/15-1/1/16). The \$15,000,000 excess \$5,500,000 commercial excess layer is subject to a \$15,000,000 annual aggregate limit (1/1/15-1/1/16).
 - 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 (1/1/15-1/1/16) 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 (1/1/15-1/1/16) 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 (1/1/15-1/1/16) 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 (1/1/15-1/1/16) 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 deductibles 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:

- Earthquake - \$100,000,000 (Annual Aggregate)
- Flood - \$50,000,000 (Annual Aggregate) Except;
 - Flood Inside 100-Year Flood Zone - \$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)
- Newly Acquired Locations – \$25,000,000 per location (90 day reporting 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 AXIS Surplus (33.34%)/RSUI Indemnity (33.33%)/Westchester Surplus (33.33%) which provides:
 - \$15,000,000 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.
- The Flood Member Insurance Commission retention is \$100,000 per occurrence (combined property damage and time element) less member entity per occurrence deductibles.
- Flood loss for property within the 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; 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. 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 100-year flood zone, the 100-year flood zone deductible above applies.

- 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 - \$500,000

- Gloucester County Utilities Authority - \$500,000
- Rowan College at Gloucester College - \$500,000
- Gloucester County Improvement Authority - \$500,000

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
- New Member Entity Effective Dates: N/A

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, Camden, Union and Burlington and their respective member entities. It is also shared with Cumberland County Utilities Authority.

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 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
 - E. Salminen – GCC
 - Shannon White - GCC

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 (8 Attorneys)
 - All Other Entities: Not applicable

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

J.) Cyber Liability – Network Privacy & Security Liability effective 1/1/15

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

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) - \$250,000 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

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 it’s 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 26th day of February 2015.

Gloucester County Insurance Commission

By: _____
Chairperson

Attest: _____
Secretary

ADDENDUM I

2015 Risk Management Plan
Addendum #1

NEW JERSEY PERSONAL INJURY PROTECTION

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 for a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, New Jersey

This Addendum is effective 1/1/2015.

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, or 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

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.I.;

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, or 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 is 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. **Identify 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 #CP0513640, 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

2015 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 _____, **2015**.

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 #CP0513640 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 #CP0513640.

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 provide 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 #CP0513640 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.