

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

**CAMDEN COUNTY COLLEGE REGIONAL
EMERGENCY TRAINING CENTER
BOARD ROOM
420 WOODBURY-TURNERSVILLE ROAD
BLACKWOOD, NJ 08102
2:00 PM**

**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. Advertising the notice in the Courier Post;**
- II. Filing advance written notice of this meeting with the Commissioners of the Camden County Insurance Commission; and**
- III. Posting notice on the Public Bulletin Board of the Office of the County Clerk and the Regional Emergency Training Center**

CAMDEN COUNTY INSURANCE COMMISSION
AGENDA
OPEN PUBLIC MEETING: FEBRUARY 25, 2016
CAMDEN COUNTY COLLEGE REGIONAL
EMERGENCY TRAINING CENTER
CONFERENCE ROOM
420 WOODBURY-TURNERSVILLE ROAD
BLACKWOOD, NJ
2:00 PM

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

CORRESPONDENCE

2016 REORGANIZATION

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

COMMITTEE REPORTS

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

EXECUTIVE DIRECTOR/ADMINISTRATOR - PERMA

- Executive Director's Report.....Pages 4-26
- Resolution 8-16 Certifying the Election of Chairperson & Vice Chairperson.....Page 7
- Resolution 9-16 Appoint Agent for Service of Process and for the Commission.....Page 8
 For the Term of One Year
- Resolution 10-16 Designating Custodian of Commission RecordsPage 9
- Resolution 11-16 Designating Official Newspapers for the CommissionPage 10
- Resolution 12-16 Designating Authorized Depositories for Commission AssetsPages 11-15
 And Establishing Cash Management Plan
- Resolution 13-16 Designating Commission TreasurerPage 16
- Resolution 14-16 Designating Commission AttorneyPage 17
- Resolution 15-16 Designating Authorized Signatures for Commission Bank Accounts .Page 18
- Resolution 16-16 Indemnifying Camden County Insurance Fund CommissionPage 19
 Officials/Employees
- Resolution 17-16 Authorizing Commission Treasurer to Process ContractedPage 20
 Payments and Expenses
- Resolution 18-16 Plan of Risk Management for 2016.....Appendix II

TREASURER – David McPeak

- Resolution 19-16 February Bill List Pages 27-28
- Resolution 20-16 February Dividend ListPage 29
- December Monthly Treasurer Reports..... Pages 30-31

ATTORNEY – Laura J. Paffenroth, Esq..... Verbal

- ❑ **CLAIMS SERVICE –AmeriHealth Casualty Services**
 Medical Savings ReportPage 32

 - ❑ **CEL SAFETY DIRECTOR – J.A. Montgomery Risk Control**
 Monthly Report.....Page 33

 - ❑ **OLD BUSINESS**
 - ❑ **NEW BUSINESS**
 - ❑ **PUBLIC COMMENT**
 - ❑ **CLOSED SESSION- PARS**
 Resolution 21-16 Closed SessionPage 34
 Motion for Executive Session (in accordance with the Open Public Meetings Act, N.J.S.A.
 10:4-12)
-
- ❑ **MEETING ADJOURNMENT**
 - ❑ **NEXT SCHEDULED MEETINGS: April 26, 2016 Camden County College Regional
 Emergency Training Center, 420 Woodbury-Turnersville Road, Blackwood, NJ 08102,
 2:00 PM**

CAMDEN COUNTY INSURANCE COMMISSION

9 Campus Drive, Suite 16, Parsippany, NJ 07054

Telephone (201) 881-7632

Fax (201) 881-7633

Date: February 25, 2016

Memo to: Commissioners of the Camden County Insurance Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

2016 Risk Management Plan (Appendix II) – Attached in Appendix II of the agenda is the 2016 Plan of Risk Management. The changes are highlighted in yellow. The Executive Director will review the pertinent changes with the Commission. We are requesting the Commissioners approve the 2016 Plan of Risk Management Resolution 18-16 with the Reorganization resolutions.

Reorganization Resolutions (Pages 7-20) – As we do annually the CCIC 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 7-20.

- Resolution 8-16 Certifying the Election of Chairperson and Vice Chairperson
- Resolution 9-16 Appointing Agent for Service of Process for the Commission For the Term of One Year
- Resolution 10-16 Designating Custodian of Commission Records
- Resolution 11-16 Designating Official Newspapers for the Commission
- Resolution 12-16 Designating Authorized Depositories for Commission Assets And Establishing Cash Management Plan
- Resolution 13-16 Designating Commission Treasurer
- Resolution 14-16 Designating Commission Attorney
- Resolution 15-16 Designating Authorized Signatures for Commission Bank Accounts
- Resolution 16-16 Indemnifying Camden County Insurance Fund Commission Officials/Employees
- Resolution 17-16 Authorizing Commission Treasurer to Process Contracted Payments and Expenses
- Resolution 18-16 Plan of Risk Management for 2016

Motion to approve Reorganization Resolutions Number 8-16 through 18-16

- ❑ 2016 Actuary Request for Quotes** – The Fund Office solicited quotations for the services of an Actuary for 2016. There were two vendors that provided a quotation. The responses received were from the current Actuary, The Actuarial Advantage, Inc., and SGRISK Actuaries Consultants. Copies of the responses were previously sent to the Commission Attorney for her review. Copies of the responses will be available for review at the meeting.

 - ❑ Motion to approve the fee proposal from _____ for actuarial services for 2016 for a fee of _____**

- ❑ 2016 Auditor RFP** – The Fund Office solicited quotations for the services of an Auditor for 2016. There was only one response received from our current vendor Bowman & Company, LLP. The proposed fee for audit services will not exceed \$13,500 for the year ending December 31, 2016, which is within the budget amount. A copy of the response will be available for review at the meeting.

 - ❑ Motion to approve the fee proposal from The Bowman & Company, LLP. for auditor services for 2016 with a not to exceed amount of \$13,500**

- ❑ Professional Contracts** – The Commission Attorney released and advertised Request for Proposals for the Executive Director and Third Party Administrator positions. The Commission Attorney will provide a verbal report on the responses.

- ❑ Certificate of Insurance Issuance Report (Pages 21-23)** – Attached on pages 21-23 is the certificate of insurance issuance reports from the CEL listing those certificates issued for the period of 1/25/16 to 2/21/16. There were 17 certificate of insurances issued during this period.

 - ❑ Motion to approve the certificate of insurance report**

- ❑ NJ Excess Counties Insurance Fund (CELJIF)** – The Board of Fund Commissioners held a special meeting on January 28, 2016 to review a Settlement Authority Request. No other Fund business was discussed and this is being provided as information only. The CEL’s Reorganization meeting was held prior to the Commission meeting. A summary report will be included in the next agenda.

- ❑ CCIC Financial Fast Track (Page 24)** – Included in the agenda on page 24 is a copy of the Financial Fast Track Report as of **December 31, 2015**. The report indicates the Commission has a surplus of **\$12,272,255**. Line 9 of the report, “Investment in Joint Venture” is the Camden County Insurance Commission’s share of the equity in the CEL. CCIC’s current equity in the CEL is **\$2,078,430**.

- ❑ NJ CEL Property and Casualty Financial Fast Track (Page 25)** - Included in the agenda on page 25 is a copy of the NJ CEL Financial Fast Track Report as of **December 31, 2015**. The report indicates the Fund has a surplus of **\$5,906,279**.

- ❑ **Claims Tracking Report (Page 26)** – Included in the agenda on page 26 is the Claims Activity Report as of January 31, 2016. The Claims Activity monitors open and closed claims each month. The Executive Director will review the report with the Commission.
- ❑ **2016 Property & Casualty Assessments** – In accordance with the Commission’s By Law’s, the property and casualty assessment bills were mailed to the member entities via certified mail and e-mail. The first installment will be due on March 15, 2016. Future assessment bills will be due on May 15, 2016 and September 15, 2016.
- ❑ **2016 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. The policies are expected to be available by 4/1/16.
- ❑ **2016 Meeting Schedule** – As a reminder the Commission will not meet in March. We have had a request to change the April meeting to Tuesday, April 26, 2016 at 2:00 PM. We have confirmed the meeting room is available. If the Commissioners agree, the Fund Office will advertise the change of meeting date.
 - ❑ **Motion to approve the change of meeting date to Tuesday, April 26, 2016 at 2:00 PM**

RESOLUTION NO. 8-16

CAMDEN COUNTY INSURANCE FUND COMMISSION

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

BE IT RESOLVED by the Camden County Insurance Fund Commission that the following persons have been elected as Chairperson and Vice-Chairperson:

ROSS G. ANGILELLA Chairperson

STEVEN WILLIAMS Vice-Chairperson

ANNA MARIE WRIGHT Commissioner

BE IT FURTHER RESOLVED, the Chairperson and Vice-Chairperson shall serve for a one-year term through 2017 reorganization of the Commission and until their successors shall be elected and qualified.

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 9-16

**CAMDEN COUNTY INSURANCE FUND COMMISSION
APPOINTING AGENT FOR SERVICE OF PROCESS FOR THE COMMISSION
FOR THE TERM OF ONE YEAR**

BE IT RESOLVED by the Camden County Insurance Fund Commission that PERMA Risk Management Services is hereby appointed as agent for service of process upon the Commission, at its office located at 9 Campus Drive, Suite 216, Parsippany, New Jersey 07054, effective upon adoption of the within resolution for the term of one year through re-organization 2017 or until its successor has be appointed and qualified.

BE IT FURTHER RESOLVED that appointment of Agent for the Commission for Service of Process shall be at no cost to the Commission.

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 10-16

**CAMDEN COUNTY INSURANCE FUND COMMISSION
DESIGNATING CUSTODIAN OF COMMISSION RECORDS**

BE IT RESOLVED that, Cathy Dodd, with PERMA Risk Management Services, is hereby designated as the custodian of the Commission records which shall be kept at the office of PERMA, located at 9 Campus Drive, Suite 216 Parsippany, New Jersey 07054.

BE IT FURTHER RESOLVED that the Custodian of Commission Records shall serve for a one-year term effective upon adoption of the within resolution through 2017 reorganization of the Commission and until their successors shall be elected and qualified.

BE IT FURTHER RESOLVED that appointment of the Custodian of Commission Records shall be at no cost to the Commission.

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 11-16

**CAMDEN COUNTY INSURANCE FUND COMMISSION
DESIGNATING OFFICIAL NEWSPAPER FOR THE COMMISSION**

BE IT RESOLVED by the Camden County Insurance Fund Commission, (hereinafter the Commission) that the Courier Post is hereby designated as the official newspaper for the Commission and that all official notices required to be published shall be published in this newspaper.

BE IT FURTHER RESOLVED that the designation of an official newspaper shall be effective upon adoption of the within resolution for the term of one year through the 2017 re-organization of the Commission.

BE IT FURTHER RESOLVED that in the case of special meetings or emergency meetings, the Secretary or Assistant Secretary of the Commission shall give notice of said meetings to the Courier Post.

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 12-16

CAMDEN COUNTY INSURANCE FUND COMMISSION

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

BE IT RESOLVED that First Colonial Bank, is hereby designated as the depository for assets of the Commission; 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: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

CAMDEN COUNTY INSURANCE FUND COMMISSION
2016 CASH MANAGEMENT AND INVESTMENT POLICY

1.) **Cash Management and Investment Objectives**

The CAMDEN COUNTY INSURANCE FUND COMMISSION (hereinafter referred to as the FUND or 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 FUND'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 Fund 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 FUND'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 with the Division's own investment guidelines, and providing that the investment has 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 established 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 FUND is authorized to deposit funds in certificates of deposit and other time deposits in banks covered by the Governmental Unit Depository Protection Act, NJSA 17:9-14 et seq. (GUDPA).

The FUND 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 FUND. Such asset managers shall be discretionary trustees of the FUND.

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

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 FUND 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 Funds portfolio based on valuation guidelines that shall be kept on file in the Executive Director's office.

The Treasurer shall report to the Fund Commissioners 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 FUND's annual audit.

10.) **Cash Flow Projections**

Asset maturity decisions shall be guided by cash flow factors payout factors supplied by the Fund 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 Fund, the following procedure is to be followed:

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

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

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 Fund Commissioners by the Treasurer at least annually.

Cash may be withdrawn from investment pools under the discretion of asset managers only to fund 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 FUND.

RESOLUTION NO. 13-16

**CAMDEN COUNTY INSURANCE FUND COMMISSION
DESIGNATING COMMISSION TREASURER**

BE IT RESOLVED that pursuant to the Camden County Insurance Fund Commission, Rules and Regulation, Article III, ORGANIZATION, Commission Professionals, provision 1, the Commission does hereby appoint David McPeak, Chief Financial Officer for the County of Camden, as Commission Treasurer for the term commencing upon adoption of the within resolution through 2017 Commission Reorganization; and

BE IT FURTHER RESOLVED that David McPeak shall receive no compensation to serve as Treasurer to the Commission.

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 14-16

**CAMDEN COUNTY INSURANCE FUND COMMISSION
DESIGNATING COMMISSION ATTORNEY**

BE IT RESOLVED that pursuant to the Camden County Insurance Fund Commission, Rules and Regulation, Article III, ORGANIZATION, Commission Professionals, provision 4, the Commission does hereby appoint Laura J. Paffenroth, Assistant County Counsel for the County of Camden, as Commission Attorney for the term commencing upon adoption of the within resolution through 2017 Commission Reorganization; and

BE IT FURTHER RESOLVED that Laura J. Paffenroth shall receive no compensation to serve as Attorney to the Commission.

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 15-16

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

BE IT RESOLVED by the Camden County Insurance Fund Commission (hereinafter the Commission), that all funds of the Commission shall be withdrawn from the official named depositories by check, which shall bear the signatures of at least two (2) of the following persons who are duly authorized pursuant to this resolution, except for those checks in the amount of \$100,000 or more and in that instance at least three signatures shall be required; and

BE IT FURTHER RESOLVED that for funds in the amount of \$2,500 or less, withdrawn from the official named depositories by check prepared by the Commission's Claims Administrator for the purposes of satisfying workers compensation claims, such checks shall bear the signature of at least one (1) of the following persons who are duly authorized pursuant to this resolution.

ROSS G. ANGILELLA - Chairperson
STEVEN WILLIAMS - Vice-Chairperson
ANNA MARIE WRIGHT - Commissioner
DAVID MCPEAK - Treasurer

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 16-16

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

BE IT RESOLVED by the Camden County Insurance Fund Commission (hereinafter the “Commission”) 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 Commission, and all discretion vested with the Attorney General shall be exercised by the Commission Attorney, subject to review by the Commission; and

BE IT FURTHER RESOLVED that any employee, inclusive of public officials employed by the Commission, 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 Commission, 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 2016 through 2017 Commission Re-organization, and to all acts performed in all prior years thereto; and

BE IT FURTHER RESOLVED that the Commission 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: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

RESOLUTION NO. 17-17

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

WHEREAS, the Camden 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 CAMDEN 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 2016.

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

ADOPTED: 2-25-16

BY: _____
CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

**Camden County Insurance Commission
Certificate of Insurance Monthly Report**

Monday, February 22, 2016

From 1/25/2016 to 2/21/16

Holder (H) / Insured Name (I)	Holder / Insured Address	Holder Code	Description of Operations	Issue Date	Coverage
CCIC					
H- Eastern Regional High School I- County of Camden	1401 Laurel Oak Road, Box 2500 Voorhees, NJ 08043-0885 Division of Insurance, County Courthouse 520 Market Street, 9th Floor Camden, NJ 08102	173	Evidence of insurance. All operations usual to County Governmental Entity as respects Camden County Women's Health Conference Event, Saturday, April 9, 2016 for use of Eastern Regional High School, 1401 Laurel Oak Road, Voorhees, NJ 08043. (see page 2) Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	2/19/2016	GL EX AU WC
H- Quaker Commercial Properties I I- County of Camden	1103 Laurel Oak Rd. Ste. 103 Voorhees, NJ 08043 Attn: Jane Kovacs Division of Insurance, County Courthouse 520 Market Street, 9th Floor Camden, NJ 08102	209	Evidence of insurance. All operations usual to County Governmental Entity as respects the Camden County Women's Health Conference Event, Saturday, April 9, 2016 for use of Parking Lots at 1101 and 1103 Laurel Oak Road, Voorhees, NJ 08043. (SEE PAGE 2) Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	2/18/2016	GL EX AU WC
H- Quaker Commercial Properties II I- County of Camden	1103 Laurel Oak Rd. Ste. Voorhees, NJ 08043 Attn: Jane Kovacs Division of Insurance, County Courthouse 520 Market Street, 9th Floor Camden, NJ 08102	210	Evidence of insurance. All operations usual to County Governmental Entity as respects the Camden County Women's Health Conference Event, Saturday, April 9, 2016 for use of Parking Lot at 1105 Laurel Oak Road, Voorhees, NJ 08043. (SEE PAGE 2) Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	2/18/2016	GL EX AU WC
H- State of New Jersey I- Camden County Municipal Utilities Authority	Department of the Treasury Fiscal & Resources PO Box 626 Trenton, NJ 08625-0626 1645 Ferry Avenue Camden, NJ 08104	555	Certificate holder is additional insured where obligated by virtue of a2/5/2016GL 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 (see page 2) as respects to providing sewer services at 101 Haddon Avenue, Camden under a statewide waiver. Camden County Municipal Utilities Authority has a \$750,000 SIR on WC. The program stated above is excess of the Camden County Municipal Utilities Authority SIR. Company E: XS Worker Compensation Statutory x \$1,000,000 XS Employers Liability \$5,000,000 x \$1,000,000 Policy Term 1/1/16 to 1/1/17 Policy # SP4054261	2/5/2016	GL EX AU WC

H- Miller Auto Leasing Co I- Camden County College	PO Box 4826 Timonium, MD 21094-4826 PO Box 200 Blackwood, NJ 08021	711	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 (SEE PAGE 2)	2/1/2016 AU EX PHYS
			with respects to 2012 Ford XL #A59087, Lease # 59087 & 2012 Ford XL, #A59088, Lease # 59088	
H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance.	2/4/2016 PR
H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance.	2/4/2016 CRIME
H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance.	2/4/2016 AU EX PHYS
H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance.	2/4/2016 OTH
H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance.	2/4/2016 GL, AU, EX, MM
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H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance. All operations usual to County Governmental Entity.	2/9/2016 AU EX PHYS
H- Evidence of Insurance I- Camden County Municipal Utilities Authority	1645 Ferry Avenue Camden, NJ 08104	1060	Evidence of Insurance. All operations usual to County Governmental Entity. Camden County Health Services Center/ MUA has a \$750,000 SIR on WC. The program stated above is excess of the Camden County Health Services Center's SIR.	2/9/2016 PR
			Company E: XS Worker Compensation XS Employers Liability Policy Term 1/1/16 to 1/1/17	Statutory x \$1,000,000 (see page 2) \$5,000,000 x \$1,000,000 Policy # SP4054261

CAMDEN COUNTY INSURANCE COMMISSION					
FINANCIAL FAST TRACK REPORT					
AS OF December 31, 2015					
ALL YEARS COMBINED					
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE	
1. UNDERWRITING INCOME	1,388,953	16,680,741	51,270,003	67,950,744	
2. CLAIM EXPENSES					
Paid Claims	572,831	3,080,541	7,922,520	11,003,061	
Case Reserves	(595,497)	506,965	4,037,389	4,544,354	
IBNR	(1,721,245)	2,531,627	8,329,108	10,860,735	
Discounted Claim Value	34,221	392,808	(739,128)	(346,320)	
TOTAL CLAIMS	(1,709,690)	6,511,940	19,549,889	26,061,829	
3. EXPENSES					
Excess Premiums	755,034	6,317,765	22,275,229	28,592,994	
Administrative	54,631	688,697	2,880,753	3,569,450	
TOTAL EXPENSES	809,666	7,006,461	25,155,982	32,162,443	
4. UNDERWRITING PROFIT (1-2-3)	2,288,978	3,162,340	6,564,132	9,726,472	
5. INVESTMENT INCOME	5,048	46,145	107,645	153,790	
6. PROFIT (4 + 5)	2,294,025	3,208,485	6,671,777	9,880,262	
7. CEL APPROPRIATION CANCELLATION	0	0	212,516	212,516	
8. DIVIDEND INCOME	0	101,047	0	101,047	
9. INVESTMENT IN JOINT VENTURE	207,117	99,980	1,978,450	2,078,430	
10. SURPLUS (6 + 7 + 8)	2,501,142	3,409,512	8,862,743	12,272,255	
SURPLUS (DEFICITS) BY FUND YEAR					
2010	(28,500)	83,290	(133,794)	(50,504)	
2011	39,183	172,310	876,962	1,049,272	
2012	129,212	(33,790)	1,312,373	1,278,583	
2013	1,026,345	463,594	3,664,078	4,127,672	
2014	1,032,625	635,780	3,143,123	3,778,903	
2015	302,278	2,088,328		2,088,328	
TOTAL SURPLUS (DEFICITS)	2,501,142	3,409,512	8,862,742	12,272,254	
TOTAL CASH					
				23,016,614	
CLAIM ANALYSIS BY FUND YEAR					
FUND YEAR 2010					
Paid Claims	1,442	47,119	2,581,166	2,628,285	
Case Reserves	(1,442)	(70,195)	162,735	92,540	
IBNR	27,329	7,896	61,061	68,957	
Discounted Claim Value	135	8,954	(11,470)	(2,516)	
TOTAL FY 2010 CLAIMS	27,464	(6,226)	2,793,492	2,787,266	
FUND YEAR 2011					
Paid Claims	3,666	155,119	1,784,746	1,939,865	
Case Reserves	(3,666)	(251,769)	505,962	254,193	
IBNR	(30,101)	(28,962)	106,190	77,228	
Discounted Claim Value	843	25,682	(32,521)	(6,839)	
TOTAL FY 2011 CLAIMS	(29,258)	(99,931)	2,364,377	2,264,446	
FUND YEAR 2012					
Paid Claims	31,257	263,980	1,241,836	1,505,816	
Case Reserves	(61,538)	(228,526)	567,504	338,978	
IBNR	(88,055)	(156,526)	302,255	145,729	
Discounted Claim Value	2,886	34,885	(45,491)	(10,606)	
TOTAL FY 2012 CLAIMS	(115,450)	(86,187)	2,066,104	1,979,917	
FUND YEAR 2013					
Paid Claims	423,525	880,050	1,255,786	2,135,836	
Case Reserves	(506,494)	(58,055)	1,196,054	1,137,999	
IBNR	(939,987)	(1,463,378)	2,741,100	1,277,722	
Discounted Claim Value	28,594	176,296	(225,646)	(49,350)	
TOTAL FY 2013 CLAIMS	(994,362)	(465,087)	4,967,294	4,502,207	
FUND YEAR 2014					
Paid Claims	131,436	1,191,692	1,058,986	2,250,678	
Case Reserves	(178,853)	272,357	1,605,134	1,877,491	
IBNR	(968,657)	(2,402,300)	5,118,502	2,716,202	
Discounted Claim Value	20,222	318,095	(424,000)	(105,905)	
TOTAL FY 2014 CLAIMS	(995,853)	(620,156)	7,358,622	6,738,466	
FUND YEAR 2015					
Paid Claims	(18,496)	542,581		542,581	
Case Reserves	156,497	843,153		843,153	
IBNR	278,226	6,574,897		6,574,897	
Discounted Claim Value	(18,459)	(171,104)		(171,104)	
TOTAL FY 2015 CLAIMS	397,768	7,789,528	0	7,789,528	
COMBINED TOTAL CLAIMS	(1,709,690)	6,511,940	19,549,889	26,061,829	

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

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

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

Camden County Insurance Commission								
CLAIM ACTIVITY REPORT								
AS OF	January 31, 2016							
COVERAGE LINE- PROPERTY								
CLAIM COUNT - OPEN CLAIMS								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	0	0	0	0	0	1	0	1
January-16	0	0	0	0	0	0	0	0
NET CHGE	0	0	0	0	0	-1	0	-1
Limited Reserves								#DIV/0!
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	\$0	\$0	\$0	\$0	\$90	\$190	\$0	\$280
January-16	\$0	\$0	\$0	\$0	\$90	\$90	\$0	\$180
NET CHGE	\$0	\$0	\$0	\$0	\$0	(\$100)	\$0	(\$100)
Ltd Incurred	\$46,480	\$33,320	\$0	\$14,727	\$83,445	\$28,521	\$0	\$206,494
COVERAGE LINE- GENERAL LIABILITY								
CLAIM COUNT - OPEN CLAIMS								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	0	4	1	18	21	26	0	70
January-16	0	4	2	15	18	24	1	64
NET CHGE	0	0	1	-3	-3	-2	1	-6
Limited Reserves								\$3,141
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	\$17,924	\$51,468	\$24,331	\$31,023	\$19,025	\$11,825	\$0	\$155,596
January-16	\$17,924	\$51,468	\$69,843	\$30,288	\$19,025	\$12,350	\$100	\$200,998
NET CHGE	\$0	\$0	\$45,513	(\$735)	\$0	\$525	\$100	\$45,403
Ltd Incurred	\$520,519	\$298,180	\$308,901	\$58,767	\$19,025	\$16,115	\$100	\$1,221,607
COVERAGE LINE- AUTO LIABILITY								
CLAIM COUNT - OPEN CLAIMS								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	0	1	0	0	3	6	0	10
January-16	0	1	0	0	3	4	0	8
NET CHGE	0	0	0	0	0	-2	0	-2
Limited Reserves								\$4,350
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	\$5,242	\$1,657	\$0	\$0	\$400	\$600	\$0	\$7,899
January-16	\$5,242	\$18,657	\$0	\$0	\$400	\$10,500	\$0	\$34,799
NET CHGE	\$0	\$17,000	\$0	\$0	\$0	\$9,900	\$0	\$26,900
Ltd Incurred	\$118,676	\$46,030	\$45,000	\$1,000	\$4,790	\$15,579	\$0	\$231,076
COVERAGE LINE- WORKERS COMP.								
CLAIM COUNT - OPEN CLAIMS								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	5	9	14	26	37	34	0	125
January-16	4	8	13	26	33	28	5	117
NET CHGE	-1	-1	-1	0	-4	-6	5	-8
Limited Reserves								\$21,758
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	\$69,373	\$201,069	\$314,648	\$638,842	\$939,844	\$657,960	\$0	\$2,821,736
January-16	\$68,585	\$132,129	\$302,000	\$633,481	\$776,386	\$621,692	\$11,400	\$2,545,673
NET CHGE	(\$788)	(\$68,939)	(\$12,648)	(\$5,361)	(\$163,458)	(\$36,268)	\$11,400	(\$276,063)
Ltd Incurred	\$2,045,537	\$1,760,883	\$1,692,071	\$1,522,973	\$1,678,615	\$1,132,316	\$11,400	\$9,843,794
TOTAL ALL LINES COMBINED								
CLAIM COUNT - OPEN CLAIMS								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	5	14	15	44	61	67	0	206
January-16	4	13	15	41	54	56	6	189
NET CHGE	-1	-1	0	-3	-7	-11	6	-17
Limited Reserves								\$14,718
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
December-15	\$92,540	\$254,193	\$338,978	\$669,865	\$959,359	\$670,575	\$0	\$2,985,510
January-16	\$91,752	\$202,254	\$371,843	\$663,769	\$795,901	\$644,632	\$11,500	\$2,781,650
NET CHGE	(\$788)	(\$51,939)	\$32,865	(\$6,096)	(\$163,458)	(\$25,943)	\$11,500	(\$203,860)
Ltd Incurred	\$2,731,212	\$2,138,414	\$2,045,972	\$1,597,467	\$1,785,875	\$1,192,531	\$11,500	\$11,502,970
23-Feb-16								

**CAMDEN COUNTY INSURANCE COMMISSION
BILLS LIST**

Resolution No. 19-16

FEBRUARY 2016

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

BE IT RESOLVED that the Camden County Insurance Fund Commission, hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

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

FUND YEAR 2015

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000377			
000377	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2016	195.00
			195.00
000378			
000378	PERMA RISK MANAGEMENT SERVICES	AATRIX - E-FILING 2015 MISC FORM	14.95
			14.95
		TOTAL PAYMENTS FY 2015	209.95

FUND YEAR 2016

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000379			
000379	NEW JERSEY COUNTIES EXCESS JIF	DIVIDEND CREDIT	-101,046.62
000379	NEW JERSEY COUNTIES EXCESS JIF	CEL 1ST INSTALLMENT 2016	2,915,084.87
			2,814,038.25
000380			
000380	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2016	6,243.42
000380	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2016	2,453.60
000380	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2016	1,983.82
000380	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2016	90.61
000380	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 01/2016	2,053.14
			12,824.59
000381			
000381	COMP SERVICES, INC.	CLAIMS ADMIN - 02/2016 - CCPD	11,317.00
000381	COMP SERVICES, INC.	CLAIMS ADMIN - 02/2016 - CCIC	18,642.00
			29,959.00
000382			
000382	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 02/2016	14,583.33
			14,583.33
000383			
000383	THE ACTUARIAL ADVANTAGE	ACTUARIAL; SERVICE FEE 02/2016 - CCPD	528.00
000383	THE ACTUARIAL ADVANTAGE	ACTUARIAL; SERVICE FEE 02/2016 - CCIC	305.33
			833.33
000384			
000384	COURIER-POST	ACCT: CHL-091698 - 02/06/16 - MTG	29.70
000384	COURIER-POST	ACCT: CHL-091698 - 02/06/16 - RESOLUTN	56.70
			86.40
		TOTAL PAYMENTS FY 2016	2,872,324.90
TOTAL PAYMENTS ALL FUND YEARS \$			2,872,534.85

Chairperson

Attest:

Dated: _____

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

Treasurer

**CAMDEN COUNTY INSURANCE COMMISSION
DIVIDENDS LIST**

Resolution No: 20-16

FEBRUARY 2016

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

BE IT RESOLVED that the Camden County Insurance Fund Commission, hereby authorizes the Commission Treasurer to issue warrants in payment of the following claims; and

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

FUND YEAR 2010

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
000375			
000375	CAMDEN COUNTY COLLEGE	2010 DIVIDEND	6,388.00
			6,388.00
000376			
000376	CAMDEN COUNTY UTILITY AUTH.	2010 DIVIDEND	15,143.00
			15,143.00
		TOTAL PAYMENTS FY 2010	21,531.00

TOTAL PAYMENTS ALL FUND YEARS \$ 21,531.00

Chairperson

Attest:

Dated: _____

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

Treasurer

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

Current Fund Year: 2015								
Month Ending: December								
	Property	Liability	Auto	Worker's Comp	CCPD	NJ CEL	Admin	TOTAL
OPEN BALANCE	160,012.13	2,386,664.21	751,045.80	2,843,932.95	17,763,475.97	2,570,604.08	(2,550,654.72)	23,925,080.42
RECEIPTS								
Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refunds	0.00	2,522.46	0.00	19,171.75	0.00	0.00	0.00	21,694.21
Invest Pymnts	37.25	482.72	151.90	469.30	3,592.85	0.00	270.21	5,004.23
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	37.25	482.72	151.90	469.30	3,592.85	0.00	270.21	5,004.23
Other *	7,583.00	0.00	0.00	0.00	(98,487.00)	0.00	71,732.25	(19,171.75)
TOTAL	7,620.25	3,005.18	151.90	19,641.05	(94,894.15)	0.00	72,002.46	7,526.69
EXPENSES								
Claims Transfers	9,646.24	20,727.75	0.00	162,791.57	0.00	0.00	0.00	193,165.56
Expenses	0.00	0.00	0.00	0.00	11,845.00	0.00	36,786.41	48,631.41
Other *	0.00	0.00	0.00	22,440.50	639,336.09	0.00	0.00	661,776.59
TOTAL	9,646.24	20,727.75	0.00	185,232.07	651,181.09	0.00	36,786.41	903,573.56
END BALANCE	157,986.14	2,368,941.64	751,197.70	2,678,341.93	17,017,400.73	2,570,604.08	(2,515,438.67)	23,029,033.55

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS				
CAMDEN COUNTY INSURANCE COMMISSION				
ALL FUND YEARS COMBINED				
CURRENT MONTH	December			
CURRENT FUND YEAR	2015			
	Description:	Ins Comm General A/C	Workers Comp Claims	Liability Claims
	ID Number:			
	Maturity (Yrs)			
	Purchase Yield:			
	TOTAL for All Accts & instruments			
Opening Cash & Investment Balance	\$23,925,080.68	23683673.12	11952.71	229454.85
Opening Interest Accrual Balance	\$0.00	0	0	0
1	Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00
2	Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00
3	(Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00
4	Accretion	\$0.00	\$0.00	\$0.00
5	Interest Paid - Cash Instr.s	\$5,004.24	\$4,939.69	\$14.34
6	Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00
7	Realized Gain (Loss)	\$0.00	\$0.00	\$0.00
8	Net Investment Income	\$5,004.24	\$4,939.69	\$14.34
9	Deposits - Purchases	\$241,012.39	\$2,522.46	\$206,880.94
10	(Withdrawals - Sales)	-\$1,142,063.49	-\$926,457.43	-\$185,232.07
	Ending Cash & Investment Balance	\$23,029,033.82	\$22,764,677.84	\$33,615.92
	Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00
	Plus Outstanding Checks	\$70,819.43	\$2,778.82	\$46,231.86
	(Less Deposits in Transit)	-\$174.00	-\$174.00	\$0.00
	Balance per Bank	\$23,099,679.25	\$22,767,282.66	\$79,847.78
				\$252,548.81



MEDICAL SAVINGS REPORT BY MONTH
CAMDEN COUNTY INSURANCE COMMISSION

2016								
Month	Provider Billed Amount	Customer Rate (UCR)80th percentile	Paid Amount	Gross Savings	% of Savings	CSI's Network Fee	Net Savings	Network Utilization
January	59,813.70	\$57,913.40	\$28,404.81	\$29,508.49	50.95%	\$5,901.70	\$23,606.79	93.80%
February								
March								
April								
May								
June								
July								
August								
September								
October								
November								
December								
Totals:								
Total Bills Received		96						

CAMDEN COUNTY INSURANCE COMMISSION

SAFETY DIRECTOR'S REPORT

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

**January – February 2016
 RISK CONTROL ACTIVITIES**

MEETINGS ATTENDED / TRAINING / LOSS CONTROL VISITS CONDUCTED

- **January 20:** Attended the CCIC Safety Committee meeting in Blackwood.
- **January 21:** Attended a meeting with CCIC-PCFA to discuss NJOSHA 300 posting requirements.
- **January 28:** Attended the CCIC meeting in Blackwood.
- **January 29:** One session of HazCom w-GHS, one session of Shop & Tool Safety and one session of Back Safety Material Handling were conducted for CCIC Parks Department.
- **February 2:** Attended the CCIC Claims Committee meeting in Blackwood

UPCOMING MEETINGS / TRAINING / LOSS CONTROL VISITS PLANNED

- **February 17:** Plan to attend the CCIC Safety Committee meeting in Blackwood.
- **February 25:** Plan to attend the CCIC meeting in Blackwood.

CEL MEDIA LIBRARY

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

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

RESOLUTION NO. 21-16

**CAMDEN COUNTY INSURANCE FUND COMMISSION
RESOLUTION FOR CLOSED SESSION**

WHEREAS, Section 8 of the Open Public Meetings Act, Chapter 231, P.L. 1975 permits the exclusion of the public from a meeting in certain circumstances; and

WHEREAS, this public body is of the opinion that such circumstances presently exist; now, therefore,

BE IT RESOLVED by the Camden County Insurance Fund Commission, County of Camden, State of New Jersey, as follows:

1. The public shall be excluded from discussion of the hereinafter-specified subject matter.
2. The general nature of the subject matter to be discussed:

CONTRACTS:

LITIGATION: 1432, 1559, 1517,1524, 0200, 0612, 5617, 1537, 1528, 0326, 2436, 6373

PERSONNEL:

3. It is anticipated at this time that the above subject matter will be made public when the members of the Camden County Insurance Fund Commission have made final determination.
4. This resolution shall take effect immediately.

ADOPTED:

CHAIRPERSON

ATTEST:

VICE-CHAIRPERSON

APPENDIX I

**CAMDEN COUNTY INSURANCE COMMISSION
OPEN MINUTES
MEETING – January 28, 2016
CAMDEN COUNTY COLLEGE REGIONAL
EMERGENCY TRAINING CENTER
BOARD ROOM
420 WOODBURY-TURNERSVILLE ROAD Blackwood, NJ 08102
2:00 PM**

Meeting was called to order by Ross G. Angilella, Chairman. Open Public Meetings notice read into record.

PLEDGE OF ALLEGIANCE

ROLL CALL OF COMMISSIONERS:

Ross G. Angilella	Present
Anna Marie Wright	Present
Steve Williams	Present (arrived 2:01p.m.)

FUND PROFESSIONALS PRESENT:

Executive Director	PERMA Risk Management Services Bradford C. Stokes
Claims Service	AmeriHealth Casualty Services Glenn Giveans Steve Andrick Paulette Kelly (via teleconference) Huguette Atherton (via teleconference) Jacqueline Lindsay (via teleconference)
	Conner Strong & Buckelew Michelle Leighton
CEL Underwriting Manager	Conner Strong & Buckelew
Attorney	Laura J. Paffenroth, Esq.
Treasurer	David McPeak
Safety Director	J.A. Montgomery Risk Control Glenn Prince
Risk Management Consultant (CCIA)	Hardenbergh Insurance Group

ALSO PRESENT:

Lou DiAngelo, Camden County
Ed Hill, Camden County Board of Social Services
Karl McConnell, Camden County College (*via teleconference*)
Jim Kickham, PERMA Risk Management Services
Cathy Dodd, PERMA Risk Management Services
Joseph Hrubash, PERMA Risk Management Services
Rachel Chwastek, PERMA Risk Management Services

APPROVAL OF MINUTES: OPEN & CLOSED MINUTES OF DECEMBER 10, 2015

Motion: Commissioner Wright
Second: Chairman Angilella
Vote: Unanimous

CORRESPONDENCE: None

COMMITTEE REPORTS:

SAFETY COMMITTEE: Mr. Prince reported the Safety Committee last met on January 20th and is scheduled to meet again on February 17th. Mr. Prince advised the safety committee had a discussion on storm preparedness and situational awareness. Mr. Prince asked if there were any questions and then concluded his report.

CLAIMS COMMITTEE: Ms. Leighton reported the Claims Committee met on January 5th, and reviewed the claims that would be presented during closed session. Ms. Leighton asked if there were any questions and then concluded her report.

EXECUTIVE DIRECTOR REPORT:

2016 Property & Casualty Budget Introduction – Executive Director advised at the December 10th meeting the 2016 Property & Casualty Budget was introduced. In accordance with regulations, the budget had been advertised in the Commission’s official newspaper. The budget had not changed since it was introduced. The Public Hearing for the budget will be held at this meeting. A copy of the budget in the amount of \$16,926,588 is included in the agenda on page 5 and a copy of the assessments is on page 6. The assessments are due on 3/15/16 40%, 5/15/16 (30%) and 10/15/16 (30%).

MOTION TO OPEN THE PUBLIC HEARING OF THE 2016 BUDGET

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: Unanimous

MOTION TO CLOSE THE PUBLIC HEARING OF THE 2016 BUDGET

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: Unanimous

MOTION TO ADOPT THE 2016 CCIC BUDGET AS PRESENTED AND CERTIFY THE 2016 ANNUAL ASSESSMENTS

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: Unanimous

CEL Dividend – The CEL declared a dividend for the 2010 Fund Year. The Camden County Insurance Commission’s share was \$101,047. Included in the agenda was the per member entity share of the dividend. Commission members have an option to receive a check or reduction in their 2016 assessment. The Executive Director’s office will send a letter to each member entity to find out their preference.

Extraordinary Unspecifiable Services (EUS) Statements - Included in the agenda was the required Certification of Extraordinary Unspecifiable Services prepared by the Executive Director for coverages effective January 1, 2016 for the Camden County Department of Police Services. Also included was the Resolution 1-16 awarding the Purchase of Excess Insurances for the Department of Police Services County of Camden. The Resolution was reviewed by reviewed by the Commission Attorney.

MOTION TO APPROVE RESOLUTION 1-16 AWARDING THE PURCHASE OF EXCESS INSURANCES FOR THE DEPARTMENT OF POLICE SERVICES COUNTY OF CAMDEN

Motion: Chairman Angilella
Second: Commissioner Williams
Vote: Unanimous

Meeting Dates for 2016 – Included in the agenda was a copy of the 2016 Annual Meeting dates. Please note there will be no meetings in March, August and November. Attached on page 22 is a copy of Resolution 2-16, Fixing Public Meeting Dates for Year 2016.

MOTION TO ADOPT RESOLUTION 2-16, FIXING PUBLIC MEETING DATES FOR THE YEAR 2016

Motion: Commissioner Williams
Second: Commissioner Wright

Vote: Unanimous

Certificate of Insurance Issuance Report – Executive Director reported included in the agenda was the certificate of insurance issuance reports from the CEL listing those certificates issued for the period of 11/30/15 to 1/24/16. There were 155 certificate of insurances issued during this period.

MOTION TO APPROVE THE CERTIFICATE OF INSURANCE REPORT

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: Unanimous

NJ Excess Counties Insurance Fund (CELJIF) – Executive Director reported the CEL held a public hearing on November 19, 2015 and adopted the 2016 Budget in the amount of \$21,461,623 and certified the assessments. A summary report of the meeting was included in the agenda. The CEL Reorganization meeting is scheduled for February 25, 2016 at 1:00 PM.

Professional Contracts - The Executive Director and Third Party Administrator three year contracts will expire the end of February 2016. The Commission Attorney has issued the Request for Proposals and the due date is February 4, 2016.

Auditor & Actuary Contracts – The Actuary and Auditor’s contract will expire on 2/28/16. The Executive Director’s office will request quotes for both services. The responses will be available for discussion and approval at the February meeting.

CCIC Financial Fast Track – Included in the agenda was a copy of the Financial Fast Track Report for the month of November. As of **November 30, 2015** the report reflects the Commission has a surplus of **\$9,711,112**. Please note on line 8 of the report, “Investment in Joint Venture” is the Camden County Insurance Commission’s share of the equity in the CEL. CCIC’s current equity in the CEL is **\$1,871,313**.

NJ CEL Property and Casualty Financial Fast Track – Included in the agenda was a copy of the CEL Financial Fast Track Report for the month of November. As of **November 30, 2015** the Fund has a surplus of **\$5,086,463**.

Claims Tracking Report – Included in the agenda was the Claims Activity Report as of December 31, 2015. The Claims Activity Report monitors open and closed claims each month. The Executive Director will review the report with the Commission.

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

Executive Director's Report Made Part of Minutes.

TREASURER: David McPeak reported the January Bill list was reviewed and was in order.

MOTION TO APPROVE RESOLUTION 3-16 JANUARY BILL LIST IN THE AMOUNT OF \$48,631.41

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: Unanimous

The monthly Treasurer's report was also included in the agenda.

ATTORNEY: Nothing to report.

CLAIM SERVICE: Ms. Atherton reviewed the Medical Savings Report for the month of December which was included in the agenda. Ms. Atherton advised the total billed for the month of December was \$101,871.79 and the total paid was \$37,560.27 with a savings of \$60,859.38 or 61.84%. Ms. Atherton advised the net savings was \$48,687.50 and network utilization was 96%. Ms. Atherton advised that concluded her report unless anyone had anyone had questions.

SAFETY DIRECTOR: Mr. Prince reviewed the December – January 2016 Risk Control Activity Report which was included in the agenda. Mr. Prince also distributed a handout regarding a loss control visit for the department of corrections, which he then reviewed with the Commissioners. Mr. Prince asked if there were any questions and then concluded his report.

Correspondence Made Part of Minutes.

OLD BUSINESS: None

NEW BUSINESS: None

PUBLIC COMMENT: None

MOTION TO OPEN MEETING TO PUBLIC

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: 3 Ayes, 0 Nays

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

MOTION TO CLOSE MEETING TO PUBLIC

Motion: Chairman Angilella
Second: Commissioner Wright
Vote: 3 Ayes, 0 Nays

CLOSED SESSION: Chairman Angilella read Resolution 4-16, Resolution for Closed Session , and requested a Motion for Executive Session (in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12) to discuss payment authority requests.

MOTION TO APPROVE RESOLUTION 4-16 FOR CLOSED SESSION

Motion: Chairman Angilella
Second: Commissioner Williams
Vote: 3 Ayes, 0 Nays

MOTION TO RETURN TO OPEN SESSION

Motion: Chairman Angilella
Second: Commissioner Williams
Vote: 3 Ayes, 0 Nays

Chairman Angilella made a motion to approve the PARS/SARS discussed during closed session.

MOTION TO APPROVE THE FOLLOWING PARS/SARS

CLAIM #	AMOUNT
2966	\$ 19,132.00
1830	\$ 10,000.00
1501	\$ 99,479.00
0668	\$ 25,938.14
0997	\$ 44,996.14
1071	\$ 37,497.20
1543	\$107,552.40
1207	\$ 40,917.29
2633	\$ 25,000.00
0346	\$ 56,505.66

Motion: Chairman Angilella
Second: Commissioner Williams
Vote: 3 Ayes, 0 Nays

Chairman Angilella advised the next meeting was scheduled for Thursday, February 25, 2016 at 2:00 PM.

MOTION TO ADJOURN:

Motion:	Chairman Angilella
Second:	Commissioner Wright
Vote:	3 Ayes, 0 Nays

MEETING ADJOURNED: 2:53 PM

Minutes prepared by: Rachel Chwastek, Assisting Secretary

APPENDIX II

RESOLUTION NO. 18-16

Camden County Insurance Commission
(hereinafter the "Insurance Commission")
(Amended February 25, 2016)

BE IT RESOLVED by the Insurance Commission's governing body that effective 1/1/16 the 2016 Plan of Risk Management shall be:

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

- Employed Lawyers Liability
- Cyber Liability
- Non-Owned Aircraft Liability

2.) The limits of coverage.

a.) Workers' Compensation limits.

- The Insurance Commission covers \$300,000 per occurrence including:
 - Employer's Liability - \$300,000 per occurrence.
 - USL&H – \$300,000 per occurrence.
 - Harbor Marine/Jones Act - \$300,000 per occurrence.

Camden County Department of Police Services (CCPD) was added for coverage effective 4/8/13. Except for CCPD, CCC, CCMUA and CCHSC. The Insurance Commission covers \$1,000,000 per occurrence for CCPD. CCMUA and CCHSC retain their first \$750,000. CCC does not currently purchase workers compensation insurance from the Commission. Also, Camden County has a \$5,000 per occurrence entity deductible.

- The NJC covers excess workers compensation claims to the following limits, *except for CCPD, CCC, CCMUA and CCHSC. CCMUA and CCHSC retain their first \$800,000. CCC and CCPD do not currently purchase workers compensation insurance from the NJC.*
 - Workers' Compensation – statutory excess of the Insurance Commission's \$500,000.
 - Employer's Liability - at a sub-limit of \$25,200,000 excess of the Insurance Commission's \$500,000.
 - USL&H – \$250,000 less NJ State benefits excess of the Insurance Commission's SIR of \$300,000.

- Harbor Marine/Jones Act - \$250,000 less NJ State benefits excess of the Insurance Commission's SIR of \$300,000.

NJC retains limits of \$500,000 excess \$300,000 for Workers Compensation and Employers Liability. NJC purchases from Wesco Insurance Company \$200,000 excess \$800,000 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 per occurrence/\$15,000,000 aggregate excess \$11,000,000 from National Casualty.

Note: CCPD purchases excess workers compensation at limits of \$1,000,000 excess \$1,000,000 each occurrence from Wesco Insurance Company and excess workers compensation at limits of \$25,000,000 each accident excess of \$2,000,000 from Arch Insurance Company. CCPD also purchases excess employers liability at limits of \$1,000,000 excess \$1,000,000 each occurrence from Wesco Insurance Company and excess employers liability at limits of \$2,000,000 each employee/\$2,000,000 aggregate excess of \$2,000,000 from Arch Insurance Company. CCPD also purchases from National Casualty Company limits of \$15,000,000 per occurrence/\$15,000,000 aggregate excess of \$4,000,000 for employers liability

b.) General Liability limits.

- The Insurance Commission covers \$250,000 per occurrence. *Camden County has a \$5,000 per occurrence entity deductible.*
 - 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

Camden County Department of Police Services (CCPD) was added for coverage effective 4/8/13. The Insurance Commission covers \$1,000,000 per occurrence for CCPD.

- The NJC covers excess liability claims as follows *except for CCPD who does not currently purchase excess liability insurance from the NJC*:
 - General Liability - \$20,250,000 excess the Insurance Commission's \$250,000. The \$5,000,000 excess \$500,000 commercial excess layer is subject to a \$10,000,000 per member insurance commission 12 month aggregate limit (1/1/16-1/1/17). The \$15,000,000 excess \$5,500,000 commercial excess layer is subject to a \$15,000,000 annual aggregate limit (1/1/16-1/1/17).
 - Law Enforcement - included in the NJC's excess General Liability limits.
 - Employee Benefits Liability - included in the NJC's excess General Liability limits.
 - Subsidence - \$250,000 per occurrence excess of the Insurance Commission's \$250,000. NJC retains 100% of the limit excess of the Insurance 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 Insurance 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 Insurance 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 Insurance Commission's retention.

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

of \$15,000,000 per occurrence and a \$15,000,000 annual aggregate (1/1/16-1/1/17) excess over and above the \$5,000,000/\$10,000,000 with Underwriters at Lloyds.

Note: CCPD purchases excess law enforcement and general liability at limits of \$5,000,000 per occurrence and \$5,000,000 annual aggregate excess \$1,000,000 each occurrence from Greenwich Insurance Company and additional excess law enforcement and general liability at limits of \$15,000,000 per occurrence and \$15,000,000 annual aggregate excess of \$6,000,000 from National Casualty Company.

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. *Camden County has a \$5,000 per occurrence entity deductible.*
 - 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.

Camden County Department of Police Services (CCPD) was added for coverage effective 4/8/13. The Insurance Commission covers \$1,000,000 per occurrence for CCPD.

- The NJC covers excess automobile liability claims as follows *except for CCPD who does not currently purchase excess automobile liability insurance from the NJC::*
 - Automobile Bodily Injury and Property Damage Liability claims excess of the Insurance Commission's \$250,000 CSL limit. Included in the NJC's excess General Liability limits as shown above.

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

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

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 are per member Commission and are shared limits amongst CCIC member entities.

Notes:

- (1) CCPD purchases excess auto liability at limits of \$5,000,000 excess \$1,000,000 each occurrence and \$5,000,000 annual aggregate from Genesis Insurance Company and additional excess auto liability at limits of \$15,000,000 per occurrence and annual aggregate excess of \$6,000,000 from National Casualty Company.
- (2) The Underwriters at Lloyds amended the excess liability policy aviation/aircraft exclusion to make an exception for Unmanned Aerial Vehicle – a tethered blimp.

d.) Public Officials/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:
 - \$10,000,000 each claim and in the annual aggregate on a claims made basis per member Insurance Commission (except for Camden County Health Services which has a \$1,000,000 each claim and in the annual aggregate sub-limit) subject to the retentions as outlined below:
 - Camden County - \$250,000 each POL & EPL (including the Camden Department of Police Services effective 4/8/13)
 - Camden County College-\$25,000 SBL & \$50,000 EPL
 - Camden County College Foundation -\$25,000 SBL & \$50,000 EPL
 - Camden County Board of Social Services - \$5,000 each POL & EPL
 - Camden County Municipal Utilities Authority - \$25,000 each POL & EPL
 - Camden County Health Services - \$25,000 each POL & EPL

- Camden County Pollution Finance Authority - \$25,000 each POL & EPL
- Camden County Improvement Authority - \$10,000 each POL & 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 *except for CC, CCHSC and CCBOSS. These entities individually retain their first \$100,000.*

- 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 Insurance Company (33.33%); Starr Companies (33.33%)
- C. \$260,000,000 per Occurrence Total Program Limit

Property Sub-Limits:

- Named Storm Wind and Hail - \$160,000,000 per occurrence for covered property east of GSP for Atlantic, Ocean, Monmouth and Burlington counties and all of Cape May County
- Earthquake - \$200,000,000 (Annual Aggregate)
- Flood - \$100,000,000 (Annual Aggregate) Except;
 - Flood Inside Special Flood Hazard Area (SFHA) - \$25,000,000
- Asbestos Cleanup - \$50,000 per occurrence
- Valuable Paper And Records - \$10,000,000
- Accounts Receivable - \$10,000,000
- Demolition & Increased Cost of Construction - \$25,000,000
- Business Interruption - Included in \$110,000,000 blanket limit (Business Income On Revenue Producing Property Only)
- Extra Expense – \$10,000,000
- Transit- \$1,000,000 Per Conveyance/\$1,000,000 Per Occurrence
- Fine Arts - \$2,500,000 (Owned And Non Owned)
- Pollution And Contamination Cleanup (Limited) - \$250,000 (Annual Aggregate)
- Miscellaneous Unnamed Locations - \$10,000,000
- Builders' Risk - \$25,000,000 (the lesser of \$1,000,000 sublimit or 60 days for soft costs, subject to applicable deductible per cause of loss and 24 hour qualifying period)
- New Construction and Additions – \$25,000,000 per location (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 underground piping coverage for the perils of Earthquake, Flood or Named Storm.
- EDP Equipment – Subject to a 24 hour qualifying period. No sub-limit for equipment. \$1,000,000 sublimit for data and software
- Outdoor Property - \$10,000,000
- Equipment Breakdown - \$100,000,000
 - Ammonia Contamination - \$5,000,000
 - Spoilage - \$5,000,000
 - Extended Period Of Indemnity - 365 Days

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

- There is an Excess Flood/Earthquake policy placed with Aspen Specialty (20%)/AXIS Surplus (20%)/United Specialty (20%)/Endurance American Specialty(10%)/Interstate Fire & Casualty (10%)/RSUI Indemnity (10%)/Westchester Surplus (10%) which provides:
 - \$50,000,000 aggregate policy limit for Flood coverage excess of the aggregate policy limits provided by Zurich (\$25,000,000 for locations inside the 100-Year Flood Zone, \$50,000,000 for all other locations, as noted above); and
 - \$100,000,000 aggregate policy limit for Earthquake coverage excess of the \$100,000,000 aggregate policy limit provided by Zurich (noted above).

Property Deductibles

- The standard member insurance commission retention is \$100,000 per occurrence less member entity per occurrence deductibles below. Also applies to time element, auto physical damage and flood (except as noted below).
 - Camden County - \$100,000 Property and Auto Physical Damage

- Camden County College & Camden County College Foundation- \$25,000 Property and \$500 Auto Physical Damage
 - Camden County Board of Social Services - \$100,000 Property and Auto Physical Damage
 - Camden County Municipal Utilities Authority - \$25,000 Property “All Other Perils” except \$1,000 for Auto Physical Damage, \$5,000 for mobile equipment, \$5,000 for EDP (except for the perils of earthquake and flood as stated below) & \$5,000 for underground piping (except for the perils of earthquake and flood as stated below).
 - Camden County Health Services - \$100,000 Property and \$1,000 Auto Physical Damage
 - Camden County Pollution Control Finance Authority - \$5,000 Property and \$1,000 Auto Physical Damage
 - Camden County Improvement Authority - \$2,500
 - Camden County Department of Police Services - \$5,000 Property, Auto Physical Damage and Equipment
Breakdown Effective 4/8/13
- 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 and as respects to EDP for the CCMUA which has a \$25,000 deductible. However, if there is a loss from a single occurrence involving multiple entities, the maximum occurrence deductible will be \$100,000 There is no coverage for underground piping for the peril of earthquake.
 - The Flood Member Insurance Commission retention is \$100,000 per occurrence (combined property damage and time element) less member entity per occurrence deductibles and as respects to EDP for the CCMUA which has a \$25,000 deductible. However, if there is a loss from a single occurrence involving multiple entities, the maximum occurrence deductible will be \$100,000 There is no coverage for underground piping for the peril of flood.
 - Flood loss for property within the Special Flood Hazard Area (SFHA) is subject to a deductible of \$500,000 each building for municipality buildings, and \$500,000 each building for building contents member entity deductible per occurrence; and \$100,000 for each building for loss of income or the National Flood Insurance Plan’s (NFIP) maximum available limits for public

entities, whichever is greater, regardless of whether National Flood Insurance program coverage is purchased or not. 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 Schedule of Values on file with the company as of the date of loss, for those Buildings 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. The 1% Time Element deductible does not apply Extra Expense. 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 Camden 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 Camden County Insurance Commission will not provide coverage for the difference in deductible for time element loss.

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

Special Flood Hazard Area (SFHA) - Is an area defined by FEMA or any foreign equivalent that will be inundated by the flood event

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

- Underground piping \$100,000 per occurrence less the member entity deductibles as stated above.
- 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 (all coverage parts):

- Camden County – \$4,000,000 (including the Camden County Department of Police Services)
- Camden County Health Services - \$1,000,000
- Camden County Municipal Utility Authority - \$1,000,000
- Camden County Board of Social Services - \$1,000,000
- Camden County College - \$1,000,000
- Camden County Pollution Control Finance Authority - \$1,000,000
- Camden County Improvement Authority – Not Covered

Deductible per occurrence (each coverage part):

- Camden County – \$50,000 (including the Camden County Department of Police Services)
- Camden County Health Services - \$15,000
- Camden County Municipal Utility Authority - \$10,000
- Camden County Board of Social Services - \$10,000
- Camden County College - \$10,000
- Camden County Pollution Control Finance Authority - \$10,000

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

All policy aggregates limits are shared by all NJC member Commissions and their respective member entities.

g.) Pollution Liability

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

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

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

All policy aggregates limits are shared by the NJC member Commissions of Gloucester, Salem, Camden, Union and Burlington and their respective member entities. It is also shared with Cumberland County and Atlantic County Utilities Authorities effective 1/1/16.

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 Retentions (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 GCIC, BCIC, CCIC, ACIC, CUIC and SCIC.
- Member Entity Deductibles GL and PL:
 - Camden County Clinic – \$5,000

- Camden County Health Services (Behavioral Operations and LTC Operation Divested Operation) – \$25,000 GL & \$50,000 PL
- Camden County Municipal Utilities Authority – Not Applicable
- Camden County Board of Social Services – Not Applicable
- Camden County Allied College Nursing Program – \$5,000
- Camden County Pollution Control Finance Authority – Not Applicable
- Camden County Improvement Authority – Not applicable

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 lawyer’s professional liability):

- Limit per claim and annual aggregate:
\$5,000,000/\$10,000,000
- Member Entity Self Insured Retentions:
 - Camden County \$50,000
 - Camden County College: \$25,000
 - Camden County Municipal Utilities Authority: \$25,000
 - Camden County Board of Social Services: \$25,000

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

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

- Limits per claim and annual aggregate:
 - Security & Privacy Liability: \$1,000,000
 - regulatory sub-limit: \$750,000*

- Network Interruption (12 hour period): \$250,000
 - Event Management: \$250,000
 - Cyber Extortion: \$ 1,000,000
 - Minimum affected individuals: 100
 - Maximum affected individuals: \$500,000
- Retention per member entity:
 - Security & Privacy Liability: \$25,000
 - Regulatory: \$25,000
 - Network Interruption (12 hour period): \$25,000
 - Event Management: \$25,000
 - Cyber Extortion: \$ 25,000
 - Minimum affected individuals: 100
 - Maximum affected individuals: \$500,000
- Participating member entities are:
 - Camden County (includes CCBOSS and CCIA)
 - Camden County Municipal Utilities Authority

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

All policy aggregates limits are shared by all NJC member Commissions and their respective member entities.

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

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

- 3.) The amount of risk to be retained by the Insurance Commission (except as noted in section 2. Limits of coverage):
- a.) Workers' Compensation (all coverages) - \$300,000 CSL
 - b.) General Liability (all coverages) - \$250,000 CSL

- c.) Law Enforcement Liability – Included in General Liability
 - d.) Automobile Liability
 - Property Damage & Bodily Injury - \$250,000 CSL
 - Underinsured/Uninsured - \$15,000/\$30,000/\$5,000 CSL
 - Personal Injury Protection - \$250,000 CSL
 - d.) Public Officials Liability/School Board Legal/Employment Practices Liability - None
 - e.) Property/APD-\$100,000 per occurrence less member entity deductibles.
 - f.) Crime – None
 - g.) Pollution Liability – None
 - h.) Medical Professional General Liability – None
 - i.) Employed Lawyers Liability – None
 - j.) Cyber Liability
 - k.) Non Owned Aircraft - None
- 4.) The amount of unpaid claims to be established.
- a.) The general reserving philosophy is to set reserves based upon the probable total cost of the claim at the time of conclusion. Historically, on claims aged eighteen (18) months, the Insurance Commission expects the claims servicing company to set reserves at 85% accuracy. The Insurance Commission also establishes reserves recommended by the Insurance Commission’s Actuary for claims that have been incurred but not yet reported so that the Insurance Commission has adequate reserves to pay all claims and allocated loss adjusted expense liability.
 - b.) Claims reserves are subject to regular review by the Insurance Commission’s Executive Director/Administrator, Attorney, Board of Commissioners and claims servicing company. Reserves on large or unusual claims are also subject to review by the claims departments of the commercial insurance companies or reinsurance companies providing primary or excess coverages to the Insurance Commission either directly or through the NJC JIF.

- 5.) The method of assessing contributions to be paid by each member of the Insurance Commission.
- a.) By November 15th of each year, the actuary computes the probable net cost for the upcoming Insurance Commission year by line of coverage and for each prior Insurance Commission year. The Actuary includes all budget items in these computations. The annual assessment of each participating member entity is its pro rata share of the probable net cost of the upcoming Insurance Commission year for each line of coverage as computed by the Actuary.
 - b.) The calculation of pro rata shares is based on each member's experience modified manual premium for that line of coverage. The Insurance Commission's Governing Body also adopts a capping formula which limits the increase of any member's assessment from the preceding year to the Insurance Commission wide average increase plus a percentage selected by the Governing Body. The total amount of each member's annual assessment is certified by majority vote of the Insurance Commission's Governing Body at least one (1) month prior to the beginning of the next fiscal year.
 - c.) The Treasurer deposits each member's assessment into the appropriate accounts, including the administrative account, and the claim or loss retention trust Insurance Commission account by Insurance Commission year for each type of coverage in which the member participates.
 - d.) If a member entity becomes a member of the Insurance Commission or elects to participate in a line of coverage after the start of the Insurance Commission year, such participant's assessments and supplement assessments are reduced in proportion to that part of the year which had elapsed.
 - e.) The Insurance Commission's Governing Body may, by majority vote, levy upon the participating member entities additional assessments wherever needed or so ordered by the Commissioner of Insurance to supplement the Insurance Commission's claim, loss retention or administrative accounts to assure the payment of the Insurance Commission's obligations. All supplemental assessments are charged to the participating member entities by applicable Insurance Commission year, and shall be apportioned by the year's assessments for that line of coverage.
 - f.) Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Insurance Commission fail to assess funds required to meet its obligations, the Chairman, or in

the event by his or her failure to do so, the custodian of the Insurance Commission's assets, shall notify the Commissioner of Banking and Insurance and the Director of Community Affairs. Past due assessments shall bear interest at the rate established annually by the Insurance Commission's Governing Body.

6.) Procedures governing loss adjustment and legal expenses.

- a.) The Insurance Commission engages a claims service company to handle all claims. The performance of the claims adjusters is monitored and periodically audited by the Executive Director's office, the Insurance Commission Attorney, the NJC's attorney's office, as well as the claims department of the NJC's five major excess insurers (i.e. Underwriters at Lloyds, National Casualty, Markel for excess liability; Wesco Insurance Company and Safety National Casualty Company for workers' compensation). Every three years, the NJC's internal auditors also conduct an audit.
- b.) Each member entity is provided with a claim reporting procedure and appropriate forms.
- c.) In order to control workers' compensation medical costs, the Insurance Commission has engaged a managed care organization (MCO) component *through its contract with the claims service company* 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 purchase commercial insurance for *CCPD*. For *CCPD*, the Insurance Commission purchases excess law enforcement and general liability from Greenwich Insurance Company and National Casualty Company. The Insurance Commission also purchases excess auto liability from Genesis Insurance Company and National Casualty Company. The Insurance Commission also purchases excess workers compensation from Wesco Insurance Company and Arch Insurance Company.

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.
 - 10% of partial total not to exceed \$15,000 for workers compensation claims (Effective 12/11/14)

- \$7,500 for liability claims
- With the advance approval of the Insurance Commission Attorney or Executive Director, the certifying and approving officer may also pay hospital bills if waiting until after the next regularly scheduled Insurance Commission meeting would result in the loss of a discount on such bills. When the certifying and
- approving officer utilizes this authority, a report shall be made to the Commissioners at their next meeting.

Adopted by the Governing Body this 25th day of February 2016.
Camden County Insurance Commission

By: _____
Chairperson

Attest:

Secretary

ADDENDUM I

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

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

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

MEDICAL EXPENSE BENEFITS DEDUCTIBLE

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

Medical expense benefits applicable to:

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

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

MEDICAL EXPENSE BENEFITS CO-PAYMENT

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

DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSES OPTION

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

MEDICAL EXPENSE BENEFITS-AS-SECONDARY OPTION

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

A. Coverage

1. **Personal Injury Protection**

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

These Personal Injury Protection Benefits consist of:

a. **Medical Expense Benefits**

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

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

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

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

b. **Income Continuation Benefits**

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

c. **Essential Services Benefits**

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

d. **Death Benefits**

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

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

e. **Funeral Expense Benefits**

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

2. **Pedestrian Personal Injury Protection**

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

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

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

a. **Medical Expense Benefits**

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

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

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

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

b. **Income Continuation Benefits**

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

c. **Essential Services Benefits**

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

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

d. **Death Benefits**

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

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

e. **Funeral Expense Benefits**

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

B. Exclusions

1. **Personal Injury Protection**

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

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

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

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

2. Pedestrian Personal Injury Protection

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

C. Limit Of Insurance

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

week.

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

a. **Priority Of Benefits**

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

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

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

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

c. **Health Benefits Plan Ineligibility**

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

promulgated by the New Jersey Department of Insurance; or

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

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

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

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

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

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

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

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

D. Changes in Conditions

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

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

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

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

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

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

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

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

d. **Employee Benefits Reimbursement**

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

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

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

f. **Special Requirements For Medical Expenses**

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

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

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

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

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

(2) **Coverage For Diagnostic Tests**

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

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

(3) **Decision Point Review Plan**

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

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

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

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

g. **Dispute Resolution**

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

Any request for dispute resolution may include a request for

review by a medical review organization.

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

COORDINATION AND NON-DUPLICATION

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

4. The following Condition is added for **Personal Injury Protection**:

MEDICAL PAYMENTS DELETION

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

E. Definitions

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

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

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

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

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

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

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

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

- d. **Eligible expense** means:

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

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

- (2) In the case of personal injury protection benefits, that portion of the medical expenses incurred for the treatment of **bodily injury** which, without considering any deductible and co-payment, shall not exceed:
 - (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or
 - (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.

- e. **Emergency care** means all treatment of a **bodily injury** which manifests itself by acute symptoms of sufficient severity such that absence of immediately attention could reasonably be expected to result in death, serious impairment to bodily functions or serious dysfunction to a bodily organ or part. Such emergency care shall include all medical necessary care immediately following an **occurrence**, including but not limited to, immediate pre-hospitalization care, transportation to a hospital or trauma center, emergency room care, surgery, critical and acute care. Emergency care extends during the period of initial hospitalization until the patient is discharged from acute care by the attending physician. Emergency care shall be presumed when medical care is initiated at a hospital within 120 hours of the **occurrence**.

- f. **Family member** means a person related to the **named insured** by blood, marriage or adoption (including a ward or foster child) who is a resident of the same household as the **named insured**.

- g. **Health care provider** means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
 - (1) Hospital or healthcare facilities that are maintained by a State or any of its political subdivisions or licensed by the

Department of Health and Senior Services.

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

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

A **private passenger auto** does not include:

- (a) A motorcycle;
- (b) An auto used as a public or livery conveyance for passengers;
- (c) A pickup or panel truck, delivery sedan or utility auto customarily used in the occupation, profession or business of an **insured** other than farming or ranching; or
- (d) A utility auto customarily used for the transportation of passengers other than members of the user's family or their guests.

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

Eligible injured person means:

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

a. **Eligible injured person** means:

A person who sustains **bodily injury** while a **pedestrian**, caused by an **Insured motor vehicle** or as a result of being struck by an object propelled by or from the **insured motor vehicle**.

b. **Insured motor vehicle** means a self-propelled motor vehicle designed for use principally on public roads, which is not a **private passenger auto** and to which the liability coverage of this Coverage Form applies.

ADDENDUM II

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

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

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

Limit of Insurance:

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

A. Coverage

1. **We** will pay all sums the insured is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured and underinsured 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 and underinsured motor vehicle**.

2. With respect to damages resulting from an occurrence with an underinsured motor vehicle, we will pay under this coverage only if a. or b. applies:
 - a. The limit of any applicable liability bonds or policies have been exhausted by judgments or payments ; or
 - b. A tentative settlement has been made between an insured and the insurer of an underinsured motor vehicle and we:
 - (1) Have been given prompt written notice of such tentative settlement; and
 - (2) Advanced payment to the insured in an amount equal to the tentative settlement within 30 days after receipt of notification.

3. 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 Policy **#PK1019016** as:

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

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

C. Exclusions

This insurance does not apply to any of the following:

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

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

E. Conditions

All "Other Insurance" Conditions stated in Policy #PK1019014 are deleted in their entirety and replaced with the following:

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

1. The maximum recovery under all coverage forms or policies combined may equal but not exceed the highest applicable limit for any one vehicle under

any coverage form or policy provided coverage on either a primary or excess basis.

However, if an Insured is:

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

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

However, if an insured is:

- i. Insured as a family member under one or more policies providing similar coverage; and
- ii. Not an individual named insured under this or any other Policy;

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

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

F. Duties In The Event of Accident

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

1. Promptly notify the policy if a hit-and-run driver is involved; and
2. Promptly send **us** copies of the legal papers if a suit is brought.
3. A person seeking coverage under this Addendum must also promptly notify **us**, in writing, of a tentative settlement between the **insured** and the insurer of an **underinsured motor vehicle**, and allow us to advance payment to that **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification to preserve **our** rights against the insurer, owner or operator of such **underinsured motor vehicle**

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. Our rights do not apply under this provision with respect to damages caused by an **occurrence** with an **underinsured motor vehicle** if we:

- a. Have been given prompt notice in writing of a tentative settlement between an insured and the insurer of an **underinsured motor vehicle**; and
- b. Fail to advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification

If **we** advance payment to the **insured** in an amount equal to the tentative settlement within 30 days after receipt of notification:

- (1) That payment will be separate from any amount the **insured** is entitled to recover
Under the provisions of this endorsement; and
- (2) **We** also have a right to recover the advanced payment

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 and underinsured 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
3. **Occupying** means in, upon, getting in, on, or out off.
4. **Property damage** means damage to a covered auto, or to any property of an insured while contained in a covered auto.
4. **Underinsured motor vehicle** means the following:
 - i. With respect to an **insured** who:
 1. Is not the individual named insured under this Addendum; and
 2. Is an individual named insured under one or more other policies providing similar coverage

Underinsured motor vehicle means a land motor vehicle or **trailer** of any type to which a liability bond or Policy applies at the time of an **occurrence** but its limit of liability is less than the highest applicable limit of liability under any coverage form or Policy providing coverage to that

- insured** as an individual named insured
- i. With respect to an **insured** who:
 3. Is not the individual named insured under this Policy or any other Policy; and
 4. Is insured as a **family member** under one or more other policies providing similar coverage,

Underinsured motor vehicle means a land motor vehicle **trailer** any type to which a liability bond or Policy applies at the time of an **occurrence** but its limit for liability is less than the highest applicable limit of liability under any coverage form or Policy providing coverage **insured** as a **family member**

with respect to any other **insured** who is not described in paragraphs i. or ii. above, underinsured motor vehicle means a land motor vehicle or trailer of any type to which a liability bond or policy applies at the time of an occurrence but its limit of liability is less than the limit of insurance for this coverage.

however, an **underinsured motor vehicle** does not include any vehicle:

5. Owned or operated by a self-insurer under any applicable motor vehicle law;
6. Owned by any governmental unit or agency
7. Operated on rails or crawler treads;
8. Designed for use mainly off public roads while not on public roads; or
9. While located for use as a residence or premises
10. Owned by or furnished or available for the regular use of the named Insured or, if the Named insured is an individual, any **family member**.

5. **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.