

**CAMDEN COUNTY INSURANCE COMMISSION  
AGENDA AND REPORTS  
THURSDAY, JANUARY 26, 2017**

**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: JANUARY 26, 2017  
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:** December 8, 2016 Open.....Appendix I  
December 8, 2016 Closed Minutes.....Handout
- CORRESPONDENCE**
  
- COMMITTEE REPORTS**
  - Safety Committee: ..... Verbal
  - Claims Committee: ..... Verbal
  
- EXECUTIVE DIRECTOR/ADMINISTRATOR - PERMA ..... Pages 3-30**
  
- TREASURER – David McPeak**
  - Resolution 4-17 January Bill List .....Page 31-32
  - October & November Monthly Treasurer Reports ..... Pages 33-36
  
- ATTORNEY – Laura J. Paffenroth, Esq. .... Verbal**
  
- CLAIMS SERVICE –AmeriHealth Casualty Services**
  - Medical Savings Report .....Page 37
  
- CEL SAFETY DIRECTOR – J.A. Montgomery Risk Control**
  - Monthly Report..... Pages 38-41
  
- OLD BUSINESS**
- NEW BUSINESS**
- PUBLIC COMMENT**
- CLOSED SESSION- PARS**
  - Resolution 5-17 Closed Session.....Page 42
  - Motion for Executive Session (in accordance with the Open Public Meetings Act, N.J.S.A. 10:4-12)

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- MEETING ADJOURNMENT**
- NEXT SCHEDULED MEETINGS: February 23, 2017, 2:00 PM Camden County College Regional Emergency Training Center, 420 Woodbury-Turnersville Road, Blackwood, NJ 08102**

**CAMDEN COUNTY INSURANCE COMMISSION**

9 Campus Drive, Suite 216  
Parsippany, NJ 07054  
*Telephone (201) 881-7632*  
*Fax (201) 881-7633*

Date: January 26, 2017  
Memo to: Commissioners of the Camden County Insurance Commission  
From: PERMA Risk Management Services  
Subject: Executive Director's Report

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- 2017 Property & Casualty Budget Introduction (Pages 5-6)** – At the December 8<sup>th</sup> meeting the 2017 Property & Casualty Budget was introduced. In accordance with regulations, the budget was advertised in the Commission’s official newspaper. The budget has 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 \$16,753,318 is included in the agenda on page 5 and the assessments are on page 6. The assessments are due on 3/15/17 (40%), 5/15/17 (30%) and 10/15/17, 30%.
  - Motion to Open the Public Hearing of the 2017 Budget
  - Discussion of Budget and Assessments
  - Motion to Close the Public Hearing
  - Motion to Adopt the 2017 Budget as presented and Certify Annual Assessments
  
- CEL Dividend**– As we discussed last month the CEL declared a dividend for the 2010 & 2011 Fund Years. The Camden County Insurance Commission’s share is \$88,409. Each member entity has the choice of receiving its dividend in the form of a check or credit on their assessment bill. The Fund office sent a letter to the member entities for their choice. If the letter is not returned by February 3, 2017 their portion of the dividend will show as a credit on the 2017 Assessment billing.
  
- Extraordinary Unspecifiable Services (EUS) Statements (Pages 7-17)** – Attached on pages 7-15 are the required Certification of Extraordinary Unspecifiable Services for coverages effective January 1, 2017 for the Camden County Department of Police Services. Also attached on pages 16-17 is Resolution 1-17 awarding the Purchase of Excess Insurances for the Department of Police Services. The Resolution was reviewed by the Commission Attorney.
  - Motion to approve Resolution 1-17 Awarding the Purchase of Excess Insurances for the Department of Police Services.**
  
- 2017 Plan of Risk Management (Appendix II)** – Attached in Appendix II is a copy of the 2017 Risk Management Plan. The changes are highlighted in yellow. The Executive Director/CEL Underwriting Manager will review the changes with the Commission.

- ❑ Motion to adopt Resolution 2-17 approving the 2017 Plan of Risk Management**
- ❑ Meeting dates for 2017 (Pages 18-19)** – Attached on page 18 is a copy of the 2017 Annual Meeting dates. Please note the location of the April meeting will be held at the DiPiero Center, 512 Lakeland Road, Blackwood, NJ. There will be no meetings in August and November. Attached on page 19 is a copy of Resolution 3-17, Fixing Public Meeting Dates for Year 2017.
- ❑ Motion to adopt Resolution 3-17, Fixing Public Meeting Dates for Year 2017**
- ❑ Certificate of Insurance Issuance Report (Pages 20-21)** – Attached on pages 20-21 is the certificate of insurance issuance reports from the CEL listing those certificates issued for the period of 12/1/16 to 12/31/16. There were 3 certificate of insurances issued during this period. The renewal certificates for 2017 have been issued and a summary report will appear in the next agenda.
- ❑ Motion to approve the certificate of insurance report**
- ❑ NJ Excess Counties Insurance Fund (CELJIF) (Pages 22-25)** – As mentioned at the December meeting, the CELJIF met on November 17, 2016 and adopted the 2017 budget in the amount of \$20,977,356 and certified the assessments. A summary report of the meeting is included in the agenda on pages 22-25.
- ❑ CCIC Financial Fast Tracks (Pages 26-27)** – Included in the agenda on pages 26-27 are copies of the Financial Fast Track Reports for the months of October and November. As of **November 30, 2016** the report indicates the Commission has a surplus of **\$13,013,023**. Line 10 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 **\$2,437,556**. The cash amount is \$28,309,691.
- ❑ NJ CEL Property and Casualty Financial Fast Tracks (Pages 28-29)** - Included in the agenda on pages 28-29 are copies of the NJ CEL Financial Fast Track Reports for the months of October and November. As of **November 30, 2016** the report indicates the Fund has a surplus of **\$7,793,256**.
- ❑ Claims Tracking Report (Page 30)** – Included in the agenda on page 30 is the Claims Activity Report as of November 30, 2016. The Claims Activity Report monitors open and closed claims each month. The Executive Director will review the report with the Commission.
- ❑ Auditor & Actuary Contracts** – The Actuary and Auditor’s contract will expire on 2/28/17. The Fund Office will request quotes for both positions. The responses will be available for discussion and approval at the February meeting.

CAMDEN COUNTY INSURANCE COMMISSION					
2017 PROPOSED BUDGET					
PROPERTY RETENTION 100K			ALL MEMBERS		
	ANNUALIZED BUDGET FY2016*	PROPOSED BUDGET	Change \$	Change %	
APPROPRIATIONS					
I. Claims and Excess Insurance					
Claims					
1	Property	556,434	550,000	(6,434)	-1.16%
2	Liability	2,279,501	2,226,000	(53,501)	-2.35%
3	Auto	245,707	226,000	(19,707)	-8.02%
4	Workers' Comp.	6,277,124	6,336,000	58,876	0.94%
5	<b>Subtotal - Loss Funds</b>	<b>9,358,766</b>	<b>9,338,000</b>	<b>(20,766)</b>	<b>-0.22%</b>
6					
7	<b>POL/EPL Deductible</b>	<b>280,000</b>	<b>280,000</b>	<b>0</b>	<b>0.00%</b>
8					
9	<b>Subtotal - Claims</b>	<b>9,638,766</b>	<b>9,618,000</b>	<b>(20,766)</b>	<b>-0.22%</b>
10					
11	<b>Premiums</b>				
12	NJCE FUND	3,841,633	3,742,488	(99,145)	-2.58%
13	Property	7,664	7,522	(142)	-1.86%
14	Liability	956,916	956,916	0	0.00%
15	Auto	114,181	114,181	0	0.00%
16	Workers' Comp.	635,350	620,350	(15,000)	-2.36%
17					
18	<b>SubTotal Premiums</b>	<b>5,555,745</b>	<b>5,441,457</b>	<b>(114,288)</b>	<b>-2.06%</b>
19	<b>Total Loss Fund</b>	<b>15,194,511</b>	<b>15,059,457</b>	<b>(135,054)</b>	<b>-0.89%</b>
20					
21	<b>II. Expenses, Fees &amp; Contingency</b>				
22					
23	Claims Adjustment	359,503	360,400	897	0.25%
24	Safety Director	0	0	0	0.00%
25	General Expense				
26	Exec. Director	175,000	178,500	3,500	2.00%
27	Actuary	15,626	15,939	313	2.00%
28	Auditor	19,917	20,316	398	2.00%
29	Attorney	114,532	116,823	2,291	2.00%
30	Treasurer	0	0	0	0.00%
31					
32					
33	Misc. Expense & Contingency	43,585	43,585	0	0.00%
34					
35	<b>Total Fund Exp &amp; Contingency</b>	<b>728,164</b>	<b>735,562</b>	<b>7,399</b>	<b>1.02%</b>
36	Risk Managers	5,891	5,891	0	0.00%
37					
38					
39	<b>XS JIF Ancillary Coverage</b>				
40	POL/EPL	319,344	319,344	0	0.00%
41	Excess Liability CCPD	0	0	0	0.00%
42	Excess Liability	313,831	313,831	0	0.00%
43	Crime Program	32,578	32,578	0	0.00%
44	Medical Malpractice	99,230	99,230	0	0.00%
45	Pollution Liability	55,021	55,021	0	0.00%
46	Employed Lawyers Liab	66,174	66,174	0	0.00%
47	Cyber Liability	59,038	59,038	0	0.00%
48	Aviation	7,191	7,191	(0)	0.00%
49					
50	<b>Total FUND Disbursements</b>	<b>16,880,974</b>	<b>16,753,318</b>	<b>(127,655)</b>	<b>-0.76%</b>

CAMDEN COUNTY INSURANCE COMMISSION				
2017 PROPOSED BUDGET				
	FY2016 Annualized Assessment	FY2017 Proposed Assessment	Difference \$	Difference %
Member Name	Total	Total	Total	Total
Camden County	6,311,107	6,201,506	(109,600)	-1.74%
Camden County College	556,953	565,293	8,339	1.50%
Camden County Board of Social Services	367,526	373,080	5,553	1.51%
Camden County Utility Authority	894,631	888,290	(6,341)	-0.71%
Camden County Health Svcs	99,656	99,294	(362)	-0.36%
Camden Cty Polution Ctrl Financing Auth (CCPCFA)	211,733	204,349	(7,384)	-3.49%
Camden County Improvement Authority	142,454	140,306	(2,148)	-1.51%
Camden County Dept of Police Svcs*	8,296,913	8,281,200	(15,712)	-0.19%
Grand Totals:	16,880,973	16,753,318	(127,655)	-0.76%

CERTIFICATION OF  
EXTRAORDINARY UNSPECIFIABLE SERVICES

TO: Board of Commissioners, Camden County Insurance Commission  
FROM: Brad Stokes, Commission Executive Director  
RE: Genesis Insurance Company – Excess Automobile Liability Coverage  
DATE: **January 26, 2017**

This is to request your approval of a resolution authorizing a contract to be issued as follows:

FIRM: Genesis Insurance Company  
COST: Annual Premium not to exceed budgeted amount  
TERM: **01/01/2017 – 01/01/2018**  
PURPOSE: Excess Automobile Liability Insurance for the Fund

This contract is requested to be awarded without competitive bidding as an Extraordinary, Unspecifiable Services pursuant to N.J.S.A. 40A:11-5(1) (a) (ii) and N.J.A.C. 5:34-2.1 et seq. I, as the Commission Executive Director of the Fund, certify as follows:

1. Solicitation of Quotations

Solicitation of quotations was conducted in accordance with the attached memorandum dated **1/26/2017**.

2. Nature of Contract

This contract consists of specialized and qualitative services requiring flexibility, expertise, extensive training and a proven reputation in that they involve extensive experience in the administration of Excess Automobile Liability.

Genesis Insurance Company has the flexibility, expertise, extensive training and proven reputation required for the provision of these services.

The services to be provided by Genesis Insurance Company are specialized and qualitative in nature in that they concern the implementation and administration of the Excess Automobile Liability Coverage for the Fund. The wide range of insurance coverage required for these activities adds to the special and qualitative nature of the insurance services that are the subject of the contract to

be awarded. These services require the expertise of an insurance company with a proven reputation. Furthermore, the purchase of insurance coverage is exempt from the requirement of public advertisement for bids and bidding therefore pursuant to N.J.S.A. 40A:11-5(1)(m).

3. Written Specifications

Not-applicable as per Local Finance Notice No. AU 2002-2 dated February 26, 2002.

In consideration of the above and the rules and regulations of the Division of Local Government Services, I, therefore request that the above contracts be considered as an Extraordinary Unspecifiable Service and awarded accordingly.

Respectfully,

Brad Stokes,  
Commission Executive Director



Date: 1/26/2017  
To: Fund Commissioners  
Camden County Insurance Commission  
From: Conner Strong & Buckelew, Executive Director  
Subject: Marketing of the Excess Automobile Liability Program

Conner Strong & Buckelew approached various Insurance Companies on behalf of the Camden County Department of Police Services to procure Excess Automobile Liability Insurance for the 04/08/2013 – 01/01/2014 policy period. Genesis Insurance Company provided the most aggressive conditions, limits and cost and Conner Strong & Buckelew was instructed to bind coverage with Genesis Insurance Company for the 04/08/2013-01/01/2014, 01/01/2014-2015, 01/01/2015-2016 and 01/01/2016-2017 policy periods.

Genesis Insurance Company again provided the most aggressive conditions, limits and cost for the 01/01/2017–01/01/2018 renewal. Coverage was bound with Genesis Insurance Company for your Excess Automobile Liability policy.

If you have any questions, please let me know and we can discuss in more detail.

Cc: PERMA, JIF Executive Director

CERTIFICATION OF  
EXTRAORDINARY UNSPECIFIABLE SERVICES

TO: Board of Commissioners, Camden County Insurance Commission

FROM: Brad Stokes, Commission Executive Director

RE: Wesco Insurance Company and **New York Marine & General Insurance Company** – Excess Workers' Compensation and Employer's Liability Coverage

DATE: **January 26, 2017**

This is to request your approval of a resolution authorizing a contract to be issued as follows:

FIRM: Wesco Insurance Company and **New York Marine & General Insurance Company**

COST: Annual premium not to exceed budgeted amount. NOTE: These policies are subject to audit.

TERM: **01/01/2017 – 01/01/2018**

PURPOSE: Excess Workers' Compensation and Employer's Liability Insurance for the Fund

This contract is requested to be awarded without competitive bidding as an Extraordinary, Unspecifiable Services pursuant to N.J.S.A. 40A:11-5(1) (a) (ii) and N.J.A.C. 5:34-2.1 et seq. I, as the Commission Executive Director of the Fund, certify as follows:

1. Solicitation of Quotations

Solicitation of quotations was conducted in accordance with the attached memorandum dated **1/26/2017**.

2. Nature of Contract

This contract consists of specialized and qualitative services requiring flexibility, expertise, extensive training and a proven reputation in that they involve extensive experience in the administration of Excess Workers' Compensation and Employer's Liability.

Wesco Insurance Company and **New York Marine & General Insurance Company** has the flexibility, expertise, extensive training and proven reputation required for the provision of these services.

The services to be provided by Wesco Insurance Company and **New York Marine & General Insurance Company** are specialized and qualitative in nature in that they concern the implementation and administration of the Excess Workers' Compensation and Employer's Liability Coverage for the Fund. The wide range of insurance coverage required for these activities adds to the special and qualitative nature of the insurance services that are the subject of the contract to be awarded. These services require the expertise of an insurance company with a proven reputation. Furthermore, the purchase of insurance coverage is exempt from the requirement of public advertisement for bids and bidding therefore pursuant to N.J.S.A. 40A:11-5(1)(m).

3. Written Specifications

Not-applicable as per Local Finance Notice No. AU 2002-2 dated February 26, 2002.

In consideration of the above and the rules and regulations of the Division of Local Government Services, I, therefore request that the above contracts be considered as an Extraordinary Unspecifiable Service and awarded accordingly.

Respectfully,

Brad Stokes,  
Commission Executive Director

Date: 1/26/2017  
To: Fund Commissioners  
Camden County Insurance Commission  
From: Conner Strong & Buckelew, Executive Director  
Subject: Marketing of the Excess Workers' Compensation and Employer's Liability Program

Conner Strong & Buckelew approached various Insurance Companies on behalf of the Camden County Department of Police Services to procure Excess Workers' Compensation and Employer's Liability Insurance for the 04/08/2013 – 01/01/2014 policy period. Wesco Insurance Company and Arch Insurance Company provided the most aggressive conditions, limits and cost and Conner Strong & Buckelew was instructed to bind coverage with Wesco Insurance Company and Arch Insurance Company for the 04/08/2013-01/01/2014, 01/01/2014-2015, 01/01/2015-2016 and 01/01/2016-2017 policy periods.

For the 1/1/2017-2018 policy year, we approached New York Marine & General Insurance Company in addition to your incumbent carriers, Wesco Insurance Company and Arch Insurance Company.

Wesco Insurance Company and New York Marine & General Insurance Company provided the most aggressive conditions, limits and cost for the 01/01/2017 – 01/01/2018 renewal. Coverage was bound with Wesco Insurance Company and New York Marine & General Insurance Company for the Excess Workers' Compensation and Employer's Liability policy.

If you have any questions, please let me know and we can discuss in more detail.

Cc: PERMA, JIF Executive Director

CERTIFICATION OF  
EXTRAORDINARY UNSPECIFIABLE SERVICES

TO: Board of Commissioners, Camden County Insurance Commission

FROM: Brad Stokes, Commission Executive Director

RE: **QBE Insurance Corporation** – Excess Law Enforcement Liability and General Liability Coverage

DATE: **January 26, 2017**

This is to request your approval of a resolution authorizing a contract to be issued as follows:

FIRM: **QBE Insurance Corporation**

COST: Annual Premium not to exceed budgeted amount

TERM: **01/01/2017– 01/01/2018**

PURPOSE: Excess Law Enforcement Liability and General Liability Insurance for the Fund

This contract is requested to be awarded without competitive bidding as an Extraordinary, Unspecifiable Services pursuant to N.J.S.A. 40A:11-5(1) (a) (ii) and N.J.A.C. 5:34-2.1 et seq. I, as the Commission Executive Director of the Fund, certify as follows:

1. Solicitation of Quotations

Solicitation of quotations was conducted in accordance with the attached memorandum dated **1/26/2017**.

2. Nature of Contract

This contract consists of specialized and qualitative services requiring flexibility, expertise, extensive training and a proven reputation in that they involve extensive experience in the administration of Excess Law Enforcement Liability and General Liability.

**QBE Insurance Corporation** has the flexibility, expertise, extensive training and proven reputation required for the provision of these services.

The services to be provided by **QBE Insurance Corporation** are specialized and qualitative in nature in that they concern the implementation and administration of

the Excess Law Enforcement Liability and General Liability Coverage for the Fund. The wide range of insurance coverage required for these activities adds to the special and qualitative nature of the insurance services that are the subject of the contract to be awarded. These services require the expertise of an insurance company with a proven reputation. Furthermore, the purchase of insurance coverage is exempt from the requirement of public advertisement for bids and bidding therefore pursuant to N.J.S.A. 40A:11-5(1)(m).

3. Written Specifications

Not-applicable as per Local Finance Notice No. AU 2002-2 dated February 26, 2002.

In consideration of the above and the rules and regulations of the Division of Local Government Services, I, therefore request that the above contracts be considered as an Extraordinary Unspecifiable Service and awarded accordingly.

Respectfully,

Brad Stokes,  
Commission Executive Director

Date: 1/26/2017  
To: Fund Commissioners  
Camden County Insurance Commission  
From: Conner Strong & Buckelew, Executive Director  
Subject: Marketing of the Excess Law Enforcement Liability and General Liability Program

Conner Strong & Buckelew approached various Insurance Companies on behalf of the Camden County Department of Police Services to procure Excess Law Enforcement Liability and General Liability Insurance for the 04/08/2013 – 01/01/2014 policy period. Greenwich Insurance Company provided the most aggressive conditions, limits and cost and Conner Strong & Buckelew was instructed to bind coverage with Greenwich Insurance Company for the 04/08/2013-01/01/2014, 01/01/2014-2015, and 01/01/2015-2016 policy periods.

For the 01/01/2016-2017 policy period, QBE Insurance Corporation provided the most aggressive conditions, limits and cost and Conner Strong & Buckelew was instructed to bind coverage with QBE Insurance Corporation for the 01/01/2016-2017 policy period.

For the 01/01/2017-2018 policy period, QBE Insurance Corporation again provided the most aggressive conditions, limits and cost. Coverage was bound with QBE Insurance Corporation for your Excess Law Enforcement Liability and General Liability policy.

If you have any questions, please let me know and we can discuss in more detail.

Cc: PERMA, JIF Executive Director

**RESOLUTION NO. 1-17**

**CAMDEN COUNTY INSURANCE COMMISSION  
RESOLUTION AUTHORIZING PURCHASE OF EXCESS INSURANCES FOR CAMDEN  
COUNTY DEPARTMENT OF POLICE SERVICES**

**WHEREAS**, the Camden County Insurance Commission (hereinafter “the Commission”) is duly constituted as a joint insurance fund and is subject to certain requirements of the Local Public Contracts Law; and

**WHEREAS**, the Commission has deemed it necessary and appropriate to obtain certain extraordinary and unspecifiable services for the Camden County Department of Police Services; and

**WHEREAS**, the Commission resolves to award various agreements for certain insurance coverages in accordance with N.J.S.A 40A:11-5(l)(m), and has received a certification from the Underwriting Manager for the New Jersey Counties Excess Joint Insurance Fund (the "Fund") on the nature of such services and the due diligence efforts that were made to obtain quotes for the coverages described herein; now, therefore,

**BE IT RESOLVED**, that the following insurance contracts be awarded for the period of January 1, 2017 through January 1, 2018:

<b>Purpose</b>	<b>Name of Firm</b>	<b>Term</b>	<b>Method of Purchase</b>
POL/EPL	Lexington Insurance Company	1/1/17- 1/1/18	Through the CEL JIF
Property	Zurich American Insurance Co	1/1/17- 1/1/18	Through the CEL JIF
Crime	AIG National Union Fire Insurance Company of Pittsburgh	1/1/17 1/1/18	Through the CEL JIF
Excess Auto Liability	Genesis Insurance Company	1/1/17- 1/1/18	Direct
Excess WC Buffer	Wesco Insurance Company	1/1/17- 1/1/18	Direct
Excess WC	New York Marine & General Insurance Company	1/1/17- 1/1/18	Direct
Excess Law and GL	QBE Insurance Corporation	1/1/17- 1/1/18	Direct

**BE IT FURTHER RESOLVED** that the Fund Underwriting Manager will place the above-referenced insurance coverages with the above firms or other licensed insurers as necessary for the Camden County Department of Police Services; and

**BE IT FURTHER RESOLVED** that the policy or policies providing the specific terms of such coverage will be on file in the Fund’s office, located at 9 Campus Drive –Suite 216 Parsippany, NJ 07054; and



**BE IT FURTHER RESOLVED** that notice of this action shall be advertised in the Commission's official newspaper in accordance with law and notice of this action along with completed contracts shall be filed with the New Jersey Department of Banking and Insurance and the New Jersey Department of Community Affairs.

**ADOPTED: January 26, 2017**

**BY:** \_\_\_\_\_  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**VICE-CHAIRPERSON**

**CAMDEN COUNTY INSURANCE COMMISSION**  
**9 CAMPUS DRIVE, SUITE 216**  
**PARSIPPANY, NJ 07054**

TO: Members of the Commission

**2017 ANNUAL MEETING NOTICE**

Pursuant to Chapter 231, Laws of 1975, known as the Open Public Meeting Acts, the following have been designated as meeting dates of the Camden County Insurance Commission at which the business of said Commission may be formally discussed, decided or acted upon.

<u>TIME</u>	<u>DATE</u>	<u>LOCATION</u>	<u>PURPOSE</u>
2:00 PM	January 26, 2017	Camden County College Regional Emergency Training Center 420 Woodbury-Turnersville Road Blackwood, NJ 08102	Regular Meeting
2:00 PM	February 23, 2017	“	Re-Organizational Meeting
2:00 PM	March 23, 2017	“	Regular Meeting
2:00 PM	April 27, 2017	DiPiero Center 512 Lakeland Road, Suite 200 7 <sup>th</sup> Floor Blackwood, NJ 08012	Regular Meeting
2:00 PM	May 25, 2017	Camden County College Regional Emergency Training Center 420 Woodbury-Turnersville Road Blackwood, NJ 08102	Regular Meeting
2:00 PM	June 22, 2017	“	Regular Meeting
2:00 PM	July 27, 2017	“	Regular Meeting
2:00 PM	September 28, 2017	“	Regular Meeting
2:00 PM	October 26, 2017	“	Regular Meeting
2:00 PM	December 7, 2017	“	Regular Meeting
2:00 PM	January 25, 2018	“	Regular Meeting

In addition such other meetings as may be required shall be scheduled and held, but pursuant to and with such additional notice as may be required by statute.

**By: PERMA Risk Management Services**  
**Administrator**  
**CAMDEN COUNTY INSURANCE COMMISSION**

**RESOLUTION NO. 3-17**

**CAMDEN COUNTY INSURANCE FUND COMMISSION  
FIXING PUBLIC MEETING DATES  
FOR THE YEAR 2017**

**WHEREAS**, Under the Open Public Meetings Act of New Jersey, each public entity is required to publish the date and place for its public meetings;

**NOW THEREFORE BE IT RESOLVED**, by the Camden County Insurance Fund Commission that the Commission shall hold public meetings during the year 2017 as listed below:

2:00 PM	January 26, 2017	Camden County College Regional Emergency Training Center 420 Woodbury-Turnersville Road Blackwood, NJ 08102	Regular Meeting
2:00 PM	February 23, 2017	“	Re-Organizational Meeting
2:00 PM	March 23, 2017	“	Regular Meeting
2:00 PM	April 27, 2017	DiPiero Center 512 Lakeland Road, Suite 200 7 <sup>th</sup> Floor Blackwood, NJ 08012	Regular Meeting
2:00 PM	May 25, 2017	Camden County College Regional Emergency Training Center 420 Woodbury-Turnersville Road Blackwood, NJ 08102	Regular Meeting
2:00 PM	June 22, 2017	“	Regular Meeting
2:00 PM	July 27, 2017	“	Regular Meeting
2:00 PM	September 28, 2017	“	Regular Meeting
2:00 PM	October 26, 2017	“	Regular Meeting
2:00 PM	December 7, 2017	“	Regular Meeting
2:00 PM	January 25, 2018	“	Regular Meeting

**BE IT FURTHER RESOLVED** that the Secretary of the Fund is hereby directed to publish a copy of this Resolution in the official newspapers of the Commission and post a copy of this resolution in the Office of the Camden County Clerk.

**ADOPTED:**

**BY:** \_\_\_\_\_  
**CHAIRPERSON**

**ATTEST:**

\_\_\_\_\_  
**VICE-CHAIRPERSON**

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

*Friday, January 20, 2017*

From 12/1/16 to 12/31/16

Holder (H) / Insured Name (I)	Holder / Insured Address	Holder Code	Description of Operations	Issue Date	Coverage
<u>CCIC</u>					
<u>CCIC</u>					
H- Hale Trailer Brake & Wheel Inc. I- County of Camden	P.O. Box 1400 Voorhees, NJ 08043 Division of Insurance, County Courthouse 520 Market Street, 9th Floor Camden, NJ 08102	850	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) with respects to:  # 017330 # E40122113 2004 Markline \$8,650	12/1/2016	GL EX PR
H- Evidence of Insurance I- Pollution Control Financing Authority of Camden	9600 River Road Pennsauken, NJ 08110	1122	Evidence of insurance. All operations usual to a County Governmental Entity. (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	12/15/2016	GL EX AU WC

H- Martin Aaron Superfund Site

Settling Performing Defendants c/o DeMaximis, Inc. 1822  
1550 Pond Road, Suite 120 Allentown, PA 18104

I- County of Camden

Division of Insurance, County Courthouse 520 Market  
Street, 9th Floor Camden, NJ 08102

Martin Aaron Superfund Site Settling Performing Defendants and 12/1/2016 GL EX AU WC  
its Members (The Dow Chemical Company, Brenntag Northeast  
Inc., Ashland Inc., E. I. duPont de Nemours & Co., ExxonMobil  
Corporation, Dryden, American Standard Inc., Quaker City  
Chemicals, Inc., Crown Cork & Seal Company, Inc., Atlantic  
Richfield Company, The Chemours Company, & Clean Earth of  
North Jersey), the United States, the State of New Jersey, (see  
page 2)

City of Camden, United Water Camden and de maximis, Inc., are additional insured where  
obligated by virtue of a written contract or written mutual aid agreement or other written  
agreement with the Named Assured, but only in respect to acts or operations by or on behalf of  
the Named Assured, and subject to the limitations on coverage contained in any such written  
contract or written mutual aid agreement or other written agreement with respects to security.

Additional Insured on a primary and non-contributory basis in regard to the above Liability  
coverage(s) when required by executed written  
contract. A Waiver of Subrogation is included when required by executed contract.

Company E: XS Worker Compensation Statutory x \$1,000,000  
XS Employers Liability \$5,000,000 x \$1,000,000  
Policy Term 1/1/16 to 1/1/17 Policy # SP4054261

**Total # of Holders = 3**

**NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND**

9 Campus Drive – Suite 216  
Parsippany, NJ 07054-4412  
Telephone (201) 881-7632 Fax (201) 881-7633

**Date:** November 17, 2016  
**To:** Executive Committee  
Camden County Insurance Commission  
**From:** PERMA Risk Management Services  
**Subject:** New Jersey Counties Excess Meeting Report

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**2017 Budget:** Last month, the Fund introduced the proposed 2017 budget, which was advertised in the Fund’s designated newspapers.

Executive Director reported the fund office obtained final confirmation on property and payroll figures submitted and budget represents underwriting data as of 11/10/16. The proposed 2017 budget totaled \$20,977,357 or a decrease of 1.4% over last year.

The budget highlights are as follows:

**Claims Loss Funds – lines 1-4**

- Actuary projected overall 3% increase to projected claims loss funding for Liability, Auto and Workers’ Compensation; one county’s workers’ compensation self-insured retention (SIR) will increase from \$250,000 to \$300,000 for 2017.

**Premiums – lines 8-13**

- Overall 3.1% decrease based on submitted underwriting data as applied against expiring 2016 rates.
- The introduced budget contemplated a change in the property SIR from \$100,000 to \$250,000 for the underlying Commission and stand-alone County members. The Underwriting Manager was able to negotiate the renewal at the expiring SIR of \$100,000 and \$250,000 for Vacant Properties both at a flat rate renewal.

**Expenses – lines 20-30**

- Overall 2.7% decrease with a 2% increase to professional and contractual fees. An additional line item *Underwriting Data Validation* was built into budget to reflect a progressive initiative to obtain consistent and ratable data through payroll audits, property appraisals and an underwriting data system.

**Ancillary Coverages – lines 37-45**

- Flat renewal for these optional coverages purchased by members

Following the public meeting, the Board of Fund Commissioners adopted the 2017 budget in the amount of \$20,977,357 and certified the assessments.

**2017 Renewal Coverages:** The Board of Fund Commissioners authorized the Underwriting Manager to bind and enter into the required agreements for the 2017 excess and ancillary coverages; a resolution formalizing the action will be included in the 2017 Reorganization agenda.

**Professional Contracts – Actuary:** As previously reported, the fund’s contract with The Actuarial Advantage expired. The fund office issued a Request for Price Quotes and two firms responded: The Actuarial Advantage and SGRisk, LLC. The Board of Fund Commissioners reviewed the submitted fees and adopted a resolution awarding a contract The Actuarial Advantage as Fund Actuary based on their submitted quote for a one-year term.

**Risk Control:** Safety Director provided a report on risk control activities and requested members contact J.A. Montgomery for any training needs.

**Next Meeting:** The next meeting is the 2017 Reorganization meeting scheduled for February 23, 2017 at 1:00PM in the Camden County Regional Emergency Training Center.

NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND				
2017 ADOPTED BUDGET -		RETENTIONS AS EXPIRING*		
APPROPRIATIONS	(A)	(C)	(D)	(E)
I. Claims and Excess Insurance			(C - A)	(D / A)
Claims	ANNUALIZED BUDGET FY2016	PROPOSED BUDGET FY2017	Change \$	Change %
1 Liability	876,231	903,773	27,542	3.1%
2 Auto	241,714	247,550	5,836	2.4%
3 Workers' Comp.	2,581,005	2,654,446	73,442	2.8%
4 WC 150 x 1K (7720)	<u>134,539</u>	<u>141,118</u>	<u>6,579</u>	<u>4.9%</u>
5 <b>Subtotal - Claims</b>	<b>3,833,489</b>	<b>3,946,887</b>	<b>113,398</b>	<b>3.0%</b>
6 <b>Premiums</b>				
7				
8 Property	4,751,941	4,782,345	30,404	0.6%
9 XS Flood to 50	355,266	363,409	8,143	2.3%
10 Liability (Brit)	2,703,204	2,555,000	(148,204)	-5.5%
11 Workers Comp (450 x 550) *	1,461,573	1,314,536	(147,037)	-10.1%
12 Workers Comp (Stat x 1MIL)	2,384,357	2,278,083	(106,274)	-4.5%
13 Excess premium contingency	(0)	0	0	-100.0%
14				
15 <b>SubTotal Premiums</b>	<b>11,656,341</b>	<b>11,293,374</b>	<b>(362,967)</b>	<b>-3.1%</b>
16 <b>Total Loss Fund</b>	<b>15,489,829</b>	<b>15,240,261</b>	<b>(249,569)</b>	<b>-1.6%</b>
17				
18 <b>II. Expenses, Fees &amp; Contingency</b>				
19				
20 Claims Adjustment	58,000	59,160	1,160	2.0%
21 Safety Director	375,000	381,250	6,250	1.7%
22 General Expense				
23 Exec. Director	595,000	604,917	9,917	1.7%
24 Actuary	21,224	21,648	424	2.0%
25 Auditor	13,500	13,770	270	2.0%
26 Attorney	15,000	15,300	300	2.0%
27 Litigation Attorney	30,000	30,000	0	0.0%
28 Treasurer	15,000	15,300	300	2.0%
29 Underwriting Manager	425,000	432,083	7,083	1.7%
30 Underwriting Data Validation	-	75,000	75,000	0.0%
31				
32 Misc. Expense & Contingency	198,563	50,000	(148,563)	-74.8%
33 <b>Total Fund Exp &amp; Contingenc</b>	<b>1,746,287</b>	<b>1,698,429</b>	<b>(47,858)</b>	<b>-2.7%</b>
34 <b>Total Self Insured Program</b>	<b>17,236,116</b>	<b>16,938,689</b>	<b>(297,427)</b>	<b>-1.7%</b>
35				
36 <b>Ancillary Coverages</b>				
37 POL/EPL	1,510,039	1,510,039	0	0.0%
38 XS POL/EPL	51,485	51,485	0	0.0%
39 Excess Liability	1,045,774	1,045,774	0	0.0%
40 Crime Program	141,386	141,386	0	0.0%
41 Medical Malpractice	637,500	637,500	0	0.0%
42 Pollution Liability	149,598	149,598	(0)	0.0%
43 Employed Lawyers Liability	166,800	166,800	0	0.0%
44 Cyber Liability	296,086	296,086	0	0.0%
45 Aviation	40,000	40,000	0	0.0%
46				
47 <b>Total Ancillary Coverages</b>	<b>4,038,668</b>	<b>4,038,668</b>	<b>(0)</b>	<b>0.0%</b>
48				
49 <b>Total FUND Disbursements</b>	<b>21,274,784</b>	<b>20,977,357</b>	<b>(297,427)</b>	<b>-1.4%</b>



<b>NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND</b>											
<b>FUND YEAR 2016 ASSESSMENTS BY MEMBER</b>											
	<b>ACIC</b>	<b>BCIC</b>	<b>CCIC</b>	<b>CUIC</b>	<b>GCIC</b>	<b>HC</b>	<b>MCIC</b>	<b>OC</b>	<b>SCIC</b>	<b>UC</b>	<b>Total</b>
<b>Claims</b>	\$ 191,325	\$ 316,388	\$ 842,658	\$ 157,575	\$ 548,616	\$ 285,730	\$ 568,529	\$ 279,858	\$ 69,633	\$ 686,576	<b>\$ 3,946,887</b>
<b>Premiums</b>	\$ 989,733	\$ 1,095,982	\$ 2,517,348	\$ 506,647	\$ 1,115,518	\$ 1,110,819	\$ 1,259,106	\$ 1,145,094	\$ 363,877	\$ 1,189,249	<b>\$ 11,293,374</b>
<b>Expenses, Fees &amp; Contingency</b>	\$ 124,752	\$ 175,113	\$ 382,483	\$ 65,933	\$ 142,606	\$ 185,212	\$ 212,133	\$ 156,409	\$ 59,402	\$ 194,386	<b>\$ 1,698,429</b>
<b>Total Self Insured Program</b>	\$ 1,305,810	\$ 1,587,483	\$ 3,742,488	\$ 730,155	\$ 1,806,739	\$ 1,581,761	\$ 2,039,768	\$ 1,581,362	\$ 492,912	\$ 2,070,212	<b>\$ 16,938,689</b>
<b>Total Ancilliary Coverages</b>	\$ 545,501	\$ 194,111	\$ 952,407	\$ 371,054	\$ 915,694	\$ 36,150	\$ 319,660	\$ 102,203	\$ 185,617	\$ 416,271	<b>\$ 4,038,668</b>
<b>Total FUND Disbursements</b>	<b>\$ 1,851,311</b>	<b>\$ 1,781,594</b>	<b>\$ 4,694,895</b>	<b>\$ 1,101,209</b>	<b>\$ 2,722,433</b>	<b>\$ 1,617,911</b>	<b>\$ 2,359,428</b>	<b>\$ 1,683,565</b>	<b>\$ 678,529</b>	<b>\$ 2,486,483</b>	<b>\$ 20,977,357</b>

CAMDEN COUNTY INSURANCE COMMISSION					
FINANCIAL FAST TRACK REPORT					
AS OF October 31, 2016					
ALL YEARS COMBINED					
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE	
1. UNDERWRITING INCOME	1,404,371	14,066,720	67,955,573	82,022,293	
2. CLAIM EXPENSES					
Paid Claims	334,060	3,686,473	11,327,435	15,013,908	
Case Reserves	180,558	1,551,778	4,544,354	6,096,131	
IBNR	446,984	2,656,606	10,860,735	13,517,341	
Discounted Claim Value	(20,062)	(87,387)	(346,320)	(433,707)	
<b>TOTAL CLAIMS</b>	<b>941,540</b>	<b>7,807,470</b>	<b>26,386,203</b>	<b>34,193,674</b>	
3. EXPENSES					
Excess Premiums	539,969	5,422,675	28,343,174	33,765,849	
Administrative	70,533	590,580	3,427,211	4,017,791	
<b>TOTAL EXPENSES</b>	<b>610,502</b>	<b>6,013,254</b>	<b>31,770,385</b>	<b>37,783,639</b>	
4. UNDERWRITING PROFIT (1-2-3)	(147,672)	245,995	9,798,985	10,044,980	
5. INVESTMENT INCOME	5,830	44,662	153,790	198,452	
6. PROFIT (4 + 5)	(141,842)	290,657	9,952,775	10,243,433	
7. CEL APPROPRIATION CANCELLATION	0	0	212,516	212,516	
8. DIVIDEND INCOME	0	0	101,047	101,047	
9. DIVIDEND EXPENSE	0	0	(101,047)	(101,047)	
10. INVESTMENT IN JOINT VENTURE	4,343	389,656	2,068,906	2,458,562	
<b>11. SURPLUS (6 + 7 + 8)</b>	<b>(137,499)</b>	<b>680,314</b>	<b>12,234,197</b>	<b>12,914,511</b>	
<b>SURPLUS (DEFICITS) BY FUND YEAR</b>					
2010	5,580	43,748	(151,551)	(107,803)	
2011	(4,660)	(16,383)	1,049,272	1,032,888	
2012	9,841	28,876	1,278,583	1,307,459	
2013	8,747	193,281	4,225,475	4,418,756	
2014	(13,296)	669,992	3,880,904	4,550,896	
2015	2,625	(218,601)	1,951,513	1,732,912	
2016	(146,335)	(20,600)		(20,600)	
<b>TOTAL SURPLUS (DEFICITS)</b>	<b>(137,499)</b>	<b>680,314</b>	<b>12,234,196</b>	<b>12,914,509</b>	
<b>TOTAL CASH</b>					
<b>28,858,620</b>					
<b>CLAIM ANALYSIS BY FUND YEAR</b>					
<b>FUND YEAR 2010</b>					
Paid Claims	1,839	20,137	2,628,285	2,648,422	
Case Reserves	(1,839)	6,142	92,540	98,682	
IBNR	0	(41,922)	68,957	27,034	
Discounted Claim Value	0	461	(2,516)	(2,055)	
<b>TOTAL FY 2010 CLAIMS</b>	<b>0</b>	<b>(15,182)</b>	<b>2,787,266</b>	<b>2,772,084</b>	
<b>FUND YEAR 2011</b>					
Paid Claims	515	32,994	1,939,865	1,972,858	
Case Reserves	18,485	(40,581)	254,193	213,612	
IBNR	(19,000)	(60,402)	77,228	16,825	
Discounted Claim Value	0	2,921	(6,839)	(3,918)	
<b>TOTAL FY 2011 CLAIMS</b>	<b>0</b>	<b>(65,069)</b>	<b>2,264,446</b>	<b>2,199,378</b>	
<b>FUND YEAR 2012</b>					
Paid Claims	8,218	187,004	1,505,816	1,692,820	
Case Reserves	(8,218)	(45,978)	338,978	293,000	
IBNR	0	(60,571)	145,729	85,158	
Discounted Claim Value	0	2,403	(10,606)	(8,204)	
<b>TOTAL FY 2012 CLAIMS</b>	<b>0</b>	<b>82,857</b>	<b>1,979,917</b>	<b>2,062,775</b>	
<b>FUND YEAR 2013</b>					
Paid Claims	39,469	380,045	2,135,836	2,515,880	
Case Reserves	(52,221)	(180,036)	1,137,999	957,963	
IBNR	12,752	(414,321)	1,277,722	863,401	
Discounted Claim Value	0	11,856	(49,350)	(37,494)	
<b>TOTAL FY 2013 CLAIMS</b>	<b>(0)</b>	<b>(202,457)</b>	<b>4,502,207</b>	<b>4,299,750</b>	
<b>FUND YEAR 2014</b>					
Paid Claims	142,160	1,030,517	2,250,678	3,281,195	
Case Reserves	(74,623)	(566,801)	1,877,491	1,310,690	
IBNR	(67,538)	(1,045,153)	2,716,202	1,671,049	
Discounted Claim Value	0	42,349	(105,905)	(63,556)	
<b>TOTAL FY 2014 CLAIMS</b>	<b>0</b>	<b>(539,088)</b>	<b>6,738,466</b>	<b>6,199,378</b>	
<b>FUND YEAR 2015</b>					
Paid Claims	18,999	679,544	866,955	1,546,499	
Case Reserves	9,783	742,040	843,153	1,585,193	
IBNR	(31,502)	(1,243,743)	6,574,897	5,331,154	
Discounted Claim Value	0	21,027	(171,104)	(150,077)	
<b>TOTAL FY 2015 CLAIMS</b>	<b>(2,720)</b>	<b>198,867</b>	<b>8,113,902</b>	<b>8,312,768</b>	
<b>FUND YEAR 2016</b>					
Paid Claims	122,861	1,356,233		1,356,233	
Case Reserves	289,190	1,636,991		1,636,991	
IBNR	552,272	5,522,719		5,522,719	
Discounted Claim Value	(20,062)	(168,402)		(168,402)	
<b>TOTAL FY 2016 CLAIMS</b>	<b>944,260</b>	<b>8,347,542</b>	<b>0</b>	<b>8,347,542</b>	
<b>COMBINED TOTAL CLAIMS</b>	<b>941,540</b>	<b>7,807,470</b>	<b>26,386,203</b>	<b>34,193,674</b>	

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					
FINANCIAL FAST TRACK REPORT					
AS OF November 30, 2016					
ALL YEARS COMBINED					
	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE	
1. UNDERWRITING INCOME	1,406,669	15,473,389	67,955,573	83,428,962	
2. CLAIM EXPENSES					
Paid Claims	424,125	4,110,598	11,327,435	15,438,033	
Case Reserves	(228,133)	1,323,645	4,544,354	5,867,999	
IBNR	529,235	3,185,840	10,860,735	14,046,575	
Discounted Claim Value	(11,946)	(99,332)	(346,320)	(445,652)	
<b>TOTAL CLAIMS</b>	<b>713,281</b>	<b>8,520,751</b>	<b>26,386,203</b>	<b>34,906,954</b>	
3. EXPENSES					
Excess Premiums	542,267	5,964,942	28,343,174	34,308,116	
Administrative	37,517	628,097	3,427,211	4,055,308	
<b>TOTAL EXPENSES</b>	<b>579,785</b>	<b>6,593,039</b>	<b>31,770,385</b>	<b>38,363,424</b>	
4. UNDERWRITING PROFIT (1-2-3)	113,603	359,599	9,798,985	10,158,584	
5. INVESTMENT INCOME	5,915	50,577	153,790	204,367	
6. PROFIT (4 + 5)	119,518	410,176	9,952,775	10,362,951	
7. CEL APPROPRIATION CANCELLATION	0	0	212,516	212,516	
8. DIVIDEND INCOME	88,409	88,409	101,047	189,456	
9. DIVIDEND EXPENSE	(88,409)	(88,409)	(101,047)	(189,456)	
10. INVESTMENT IN JOINT VENTURE	(21,006)	368,650	2,068,906	2,437,556	
<b>11. SURPLUS (6 + 7 + 8)</b>	<b>98,512</b>	<b>778,826</b>	<b>12,234,197</b>	<b>13,013,023</b>	
<b>SURPLUS (DEFICITS) BY FUND YEAR</b>					
2010	(52,995)	(9,248)	(151,551)	(160,798)	
2011	(28,206)	(44,590)	1,049,272	1,004,682	
2012	(114)	28,762	1,278,583	1,307,345	
2013	(6,303)	186,978	4,225,475	4,412,453	
2014	6,166	676,158	3,880,904	4,557,062	
2015	18,698	(199,903)	1,951,513	1,751,610	
2016	161,267	140,667		140,667	
<b>TOTAL SURPLUS (DEFICITS)</b>	<b>98,512</b>	<b>778,826</b>	<b>12,234,196</b>	<b>13,013,022</b>	
<b>TOTAL CASH</b>					
				<b>28,309,691</b>	
<b>CLAIM ANALYSIS BY FUND YEAR</b>					
<b>FUND YEAR 2010</b>					
Paid Claims	2,242	22,380	2,628,285	2,650,664	
Case Reserves	(2,242)	3,900	92,540	96,440	
IBNR	(1)	(41,923)	68,957	27,034	
Discounted Claim Value	0	461	(2,516)	(2,055)	
<b>TOTAL FY 2010 CLAIMS</b>	<b>(1)</b>	<b>(15,182)</b>	<b>2,787,266</b>	<b>2,772,083</b>	
<b>FUND YEAR 2011</b>					
Paid Claims	1,791	34,785	1,939,865	1,974,650	
Case Reserves	(1,791)	(42,372)	254,193	211,821	
IBNR	0	(60,402)	77,228	16,825	
Discounted Claim Value	0	2,921	(6,839)	(3,918)	
<b>TOTAL FY 2011 CLAIMS</b>	<b>0</b>	<b>(65,069)</b>	<b>2,264,446</b>	<b>2,199,378</b>	
<b>FUND YEAR 2012</b>					
Paid Claims	(6,090)	180,914	1,505,816	1,686,730	
Case Reserves	(2,256)	(48,233)	338,978	290,745	
IBNR	0	(60,571)	145,729	85,158	
Discounted Claim Value	0	2,403	(10,606)	(8,204)	
<b>TOTAL FY 2012 CLAIMS</b>	<b>(8,345)</b>	<b>74,512</b>	<b>1,979,917</b>	<b>2,054,429</b>	
<b>FUND YEAR 2013</b>					
Paid Claims	74,083	454,127	2,135,836	2,589,963	
Case Reserves	(63,964)	(244,001)	1,137,999	893,999	
IBNR	(10,109)	(424,430)	1,277,722	853,293	
Discounted Claim Value	0	11,856	(49,350)	(37,494)	
<b>TOTAL FY 2013 CLAIMS</b>	<b>10</b>	<b>(202,447)</b>	<b>4,502,207</b>	<b>4,299,760</b>	
<b>FUND YEAR 2014</b>					
Paid Claims	65,564	1,096,081	2,250,678	3,346,759	
Case Reserves	(65,736)	(632,536)	1,877,491	1,244,954	
IBNR	9,339	(1,035,814)	2,716,202	1,680,388	
Discounted Claim Value	0	42,349	(105,905)	(63,556)	
<b>TOTAL FY 2014 CLAIMS</b>	<b>9,167</b>	<b>(529,921)</b>	<b>6,738,466</b>	<b>6,208,545</b>	
<b>FUND YEAR 2015</b>					
Paid Claims	30,286	709,829	866,955	1,576,785	
Case Reserves	(12,228)	729,812	843,153	1,572,965	
IBNR	(22,267)	(1,266,011)	6,574,897	5,308,887	
Discounted Claim Value	0	21,027	(171,104)	(150,077)	
<b>TOTAL FY 2015 CLAIMS</b>	<b>(4,209)</b>	<b>194,657</b>	<b>8,113,902</b>	<b>8,308,559</b>	
<b>FUND YEAR 2016</b>					
Paid Claims	256,248	1,612,481		1,612,481	
Case Reserves	(79,915)	1,557,076		1,557,076	
IBNR	552,272	6,074,991		6,074,991	
Discounted Claim Value	(11,946)	(180,348)		(180,348)	
<b>TOTAL FY 2016 CLAIMS</b>	<b>716,659</b>	<b>9,064,201</b>	<b>0</b>	<b>9,064,201</b>	
<b>COMBINED TOTAL CLAIMS</b>	<b>713,281</b>	<b>8,520,751</b>	<b>26,386,203</b>	<b>34,906,954</b>	

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 October 31, 2016					
ALL YEARS COMBINED					
	THIS	YTD	PRIOR	FUND	
	MONTH	CHANGE	YEAR END	BALANCE	
1.	UNDERWRITING INCOME	1,774,018	17,732,414	76,187,004	93,919,418
2.	CLAIM EXPENSES				
	Paid Claims	13,004	1,454,936	1,089,974	2,544,910
	Case Reserves	89,760	144,337	2,413,317	2,557,654
	IBNR	317,061	624,207	9,188,910	9,813,118
	Discounted Claim Value	(25,568)	(79,186)	(651,074)	(730,260)
	<b>TOTAL CLAIMS</b>	<b>394,256</b>	<b>2,144,295</b>	<b>12,041,128</b>	<b>14,185,422</b>
3.	EXPENSES				
	Excess Premiums	1,256,275	12,559,766	52,056,606	64,616,372
	Administrative	131,636	1,301,033	5,652,271	6,953,304
	<b>TOTAL EXPENSES</b>	<b>1,387,912</b>	<b>13,860,799</b>	<b>57,708,877</b>	<b>71,569,676</b>
4.	UNDERWRITING PROFIT (1-2-3)	(8,150)	1,727,320	6,436,999	8,164,319
5.	INVESTMENT INCOME	4,225	36,125	184,725	220,849
6.	PROFIT (4+5)	(3,925)	1,763,445	6,621,724	8,385,168
7.	Dividend	0	0	150,000	150,000
8.	Cancelled Appropriations	0	0	607,551	607,551
9.	<b>SURPLUS (6-7-8)</b>	<b>(3,925)</b>	<b>1,763,445</b>	<b>5,864,173</b>	<b>7,627,617</b>
<b>SURPLUS (DEFICITS) BY FUND YEAR</b>					
	2010	8,650	43,965	642,182	686,147
	2011	(11,395)	(188,976)	1,149,228	960,251
	2012	24,951	289,069	477,778	766,847
	2013	22,634	(60,396)	1,259,797	1,199,401
	2014	(57,536)	506,172	1,417,746	1,923,919
	2015	(3,803)	(121,545)	917,441	795,896
	2016	12,573	1,295,156		1,295,156
	<b>TOTAL SURPLUS (DEFICITS)</b>	<b>(3,925)</b>	<b>1,763,445</b>	<b>5,864,172</b>	<b>7,627,616</b>
	<b>TOTAL CASH</b>				<b>20,304,402</b>
<b>CLAIM ANALYSIS BY FUND YEAR</b>					
<b>FUND YEAR 2010</b>					
	Paid Claims	0	901	163,454	164,355
	Case Reserves	0	(0)	1	1
	IBNR	(8,719)	(44,620)	326,545	281,925
	Discounted Claim Value	284	1,841	(11,008)	(9,167)
	<b>TOTAL FY 2010 CLAIMS</b>	<b>(8,436)</b>	<b>(41,879)</b>	<b>478,992</b>	<b>437,113</b>
<b>FUND YEAR 2011</b>					
	Paid Claims	0	91,234	144,097	235,331
	Case Reserves	24,999	302,701	262,007	564,708
	IBNR	(13,349)	(192,285)	623,896	431,611
	Discounted Claim Value	133	(8,954)	(41,637)	(50,591)
	<b>TOTAL FY 2011 CLAIMS</b>	<b>11,783</b>	<b>192,696</b>	<b>988,363</b>	<b>1,181,059</b>
<b>FUND YEAR 2012</b>					
	Paid Claims	3,388	610,058	515,889	1,125,947
	Case Reserves	(3,388)	(645,184)	856,270	211,086
	IBNR	(26,125)	(275,343)	1,120,043	844,700
	Discounted Claim Value	1,576	25,403	(82,267)	(56,865)
	<b>TOTAL FY 2012 CLAIMS</b>	<b>(24,549)</b>	<b>(285,065)</b>	<b>2,409,934</b>	<b>2,124,869</b>
<b>FUND YEAR 2013</b>					
	Paid Claims	5,689	500,452	15,975	516,427
	Case Reserves	(6,689)	112,427	511,304	623,730
	IBNR	(22,277)	(566,155)	1,657,721	1,091,566
	Discounted Claim Value	1,231	19,898	(110,993)	(91,095)
	<b>TOTAL FY 2013 CLAIMS</b>	<b>(22,046)</b>	<b>66,621</b>	<b>2,074,007</b>	<b>2,140,629</b>
<b>FUND YEAR 2014</b>					
	Paid Claims	3,926	140,171	120,096	260,267
	Case Reserves	74,817	(176,097)	313,106	137,009
	IBNR	(19,165)	(514,496)	2,411,798	1,897,302
	Discounted Claim Value	(1,260)	51,879	(164,745)	(112,866)
	<b>TOTAL FY 2014 CLAIMS</b>	<b>58,318</b>	<b>(498,543)</b>	<b>2,680,255</b>	<b>2,181,713</b>
<b>FUND YEAR 2015</b>					
	Paid Claims	0	112,120	130,464	242,584
	Case Reserves	0	550,427	470,629	1,021,057
	IBNR	4,993	(547,554)	3,048,907	2,501,353
	Discounted Claim Value	(308)	18,105	(240,424)	(222,319)
	<b>TOTAL FY 2015 CLAIMS</b>	<b>4,684</b>	<b>133,098</b>	<b>3,409,576</b>	<b>3,542,674</b>
<b>FUND YEAR 2016</b>					
	Paid Claims	0	0		0
	Case Reserves	21	63		63
	IBNR	401,703	2,764,661		2,764,661
	Discounted Claim Value	(27,223)	(187,357)		(187,357)
	<b>TOTAL FY 2016 CLAIMS</b>	<b>374,500</b>	<b>2,577,366</b>	<b>0</b>	<b>2,577,366</b>
	<b>COMBINED TOTAL CLAIMS</b>	<b>394,256</b>	<b>2,144,295</b>	<b>12,041,128</b>	<b>14,185,422</b>

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 November 30, 2016					
ALL YEARS COMBINED					
	THIS	YTD	PRIOR	FUND	
	MONTH	CHANGE	YEAR END	BALANCE	
1.	UNDERWRITING INCOME	1,774,241	19,506,655	76,187,004	95,693,659
2.	CLAIM EXPENSES				
	Paid Claims	164,790	1,619,726	1,089,974	2,709,700
	Case Reserves	74,183	218,521	2,413,317	2,631,837
	IBNR	(133,668)	490,540	9,188,910	9,679,450
	Discounted Claim Value	(8,363)	(87,549)	(651,074)	(738,622)
	<b>TOTAL CLAIMS</b>	<b>96,943</b>	<b>2,241,237</b>	<b>12,041,128</b>	<b>14,282,365</b>
3.	EXPENSES				
	Excess Premiums	1,256,275	13,816,041	52,056,606	65,872,648
	Administrative	109,526	1,410,559	5,652,271	7,062,830
	<b>TOTAL EXPENSES</b>	<b>1,365,801</b>	<b>15,226,600</b>	<b>57,708,877</b>	<b>72,935,478</b>
4.	UNDERWRITING PROFIT (1-2-3)	311,498	2,038,817	6,436,999	8,475,816
5.	INVESTMENT INCOME	4,142	40,266	184,725	224,991
6.	PROFIT (4+5)	315,639	2,079,084	6,621,724	8,700,807
7.	Dividend	150,000	150,000	150,000	300,000
8.	Cancelled Appropriations	0	0	607,551	607,551
9.	<b>SURPLUS (6-7-8)</b>	<b>165,639</b>	<b>1,929,084</b>	<b>5,864,173</b>	<b>7,793,256</b>
<b>SURPLUS (DEFICITS) BY FUND YEAR</b>					
	2010	(83,512)	(39,547)	642,182	602,635
	2011	(62,975)	(251,951)	1,149,228	897,276
	2012	(25,736)	263,332	477,778	741,111
	2013	(22,709)	(83,104)	1,259,797	1,176,692
	2014	60,333	566,506	1,417,746	1,984,252
	2015	26,048	(95,498)	917,441	821,943
	2016	274,190	1,569,346		1,569,346
	<b>TOTAL SURPLUS (DEFICITS)</b>	<b>165,639</b>	<b>1,929,084</b>	<b>5,864,172</b>	<b>7,793,255</b>
	<b>TOTAL CASH</b>				<b>19,997,092</b>
<b>CLAIM ANALYSIS BY FUND YEAR</b>					
<b>FUND YEAR 2010</b>					
	Paid Claims	0	901	163,454	164,355
	Case Reserves	0	(0)	1	1
	IBNR	8,719	(35,901)	326,545	290,644
	Discounted Claim Value	0	1,841	(11,008)	(9,167)
	<b>TOTAL FY 2010 CLAIMS</b>	<b>8,719</b>	<b>(33,159)</b>	<b>478,992</b>	<b>445,832</b>
<b>FUND YEAR 2011</b>					
	Paid Claims	157,151	248,385	144,097	392,482
	Case Reserves	(157,151)	145,550	262,007	407,557
	IBNR	(11,650)	(203,935)	623,896	419,961
	Discounted Claim Value	0	(8,954)	(41,637)	(50,591)
	<b>TOTAL FY 2011 CLAIMS</b>	<b>(11,650)</b>	<b>181,046</b>	<b>988,363</b>	<b>1,169,409</b>
<b>FUND YEAR 2012</b>					
	Paid Claims	3,650	613,709	515,889	1,129,597
	Case Reserves	222,751	(422,433)	856,270	433,837
	IBNR	(200,276)	(475,619)	1,120,043	644,424
	Discounted Claim Value	0	25,403	(82,267)	(56,865)
	<b>TOTAL FY 2012 CLAIMS</b>	<b>26,125</b>	<b>(258,941)</b>	<b>2,409,934</b>	<b>2,150,994</b>
<b>FUND YEAR 2013</b>					
	Paid Claims	0	500,452	15,975	516,427
	Case Reserves	0	112,427	511,304	623,730
	IBNR	23,277	(542,878)	1,657,721	1,114,843
	Discounted Claim Value	0	19,898	(110,993)	(91,095)
	<b>TOTAL FY 2013 CLAIMS</b>	<b>23,277</b>	<b>89,898</b>	<b>2,074,007</b>	<b>2,163,905</b>
<b>FUND YEAR 2014</b>					
	Paid Claims	3,926	144,097	120,096	264,193
	Case Reserves	8,637	(167,460)	313,106	145,646
	IBNR	(72,142)	(586,638)	2,411,798	1,825,160
	Discounted Claim Value	0	51,879	(164,745)	(112,866)
	<b>TOTAL FY 2014 CLAIMS</b>	<b>(59,579)</b>	<b>(558,121)</b>	<b>2,680,255</b>	<b>2,122,134</b>
<b>FUND YEAR 2015</b>					
	Paid Claims	62	112,182	130,464	242,646
	Case Reserves	(60)	550,367	470,629	1,020,997
	IBNR	(4,995)	(552,549)	3,048,907	2,496,358
	Discounted Claim Value	0	18,105	(240,424)	(222,319)
	<b>TOTAL FY 2015 CLAIMS</b>	<b>(4,993)</b>	<b>128,105</b>	<b>3,409,576</b>	<b>3,537,681</b>
<b>FUND YEAR 2016</b>					
	Paid Claims	0	0		0
	Case Reserves	7	70		70
	IBNR	123,399	2,888,060		2,888,060
	Discounted Claim Value	(8,363)	(195,720)		(195,720)
	<b>TOTAL FY 2016 CLAIMS</b>	<b>115,043</b>	<b>2,692,410</b>	<b>0</b>	<b>2,692,410</b>
	<b>COMBINED TOTAL CLAIMS</b>	<b>96,943</b>	<b>2,241,237</b>	<b>12,041,128</b>	<b>14,282,365</b>

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	November 30, 2016							
<b>COVERAGE LINE- PROPERTY</b>								
<b>CLAIM COUNT - OPEN CLAIMS</b>								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	0	0	0	0	0	0	2	2
November-16	0	0	0	0	0	0	2	2
NET CHGE	0	0	0	0	0	0	0	0
Limited Reserves								\$695
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	-	-	-	-	190.00	90.00	600.00	\$880
November-16	-	-	-	-	190.00	600.00	600.00	\$1,390
NET CHGE	\$0	\$0	\$0	\$0	\$0	\$510	\$0	\$510
Ltd Incurred	\$49,949	\$33,320	\$0	\$15,727	\$87,935	\$33,100	\$79,534	\$299,566
<b>COVERAGE LINE- GENERAL LIABILITY</b>								
<b>CLAIM COUNT - OPEN CLAIMS</b>								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	0	4	1	12	15	24	22	78
November-16	0	4	1	12	16	24	21	78
NET CHGE	0	0	0	0	1	0	-1	0
Limited Reserves								\$2,126
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	14,674.60	58,867.89	10,921.00	26,218.61	26,450.00	25,014.81	6,454.00	\$168,601
November-16	14,674.60	58,867.89	10,921.00	21,620.11	26,950.00	24,754.86	8,004.00	\$165,792
NET CHGE	\$0	\$0	\$0	(\$4,599)	\$500	(\$260)	\$1,550	(\$2,808)
Ltd Incurred	\$517,399	\$305,580	\$291,519	\$108,031	\$27,050	\$30,915	\$12,936	\$1,293,431
<b>COVERAGE LINE- AUTO LIABILITY</b>								
<b>CLAIM COUNT - OPEN CLAIMS</b>								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	0	0	0	0	3	3	3	9
November-16	0	0	0	0	3	3	2	8
NET CHGE	0	0	0	0	0	0	-1	-1
Limited Reserves								\$1,294
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	5,241.78	3,657.01	-	-	300.00	500.00	750.00	\$10,449
November-16	5,241.78	3,657.01	-	-	300.00	500.00	650.00	\$10,349
NET CHGE	\$0	\$0	\$0	\$0	\$0	\$0	(\$100)	(\$100)
Ltd Incurred	\$115,207	\$46,030	\$45,000	\$0	\$5,713	\$10,375	\$689	\$223,014
<b>COVERAGE LINE- WORKERS COMP.</b>								
<b>CLAIM COUNT - OPEN CLAIMS</b>								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	4	9	9	18	21	19	52	132
November-16	4	9	9	14	18	20	57	131
NET CHGE	0	0	0	-4	-3	1	5	-1
Limited Reserves								\$23,507
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	78,765.22	151,087.92	282,079.44	401,569.11	387,308.65	1,214,491.11	690,288.39	\$3,205,590
November-16	76,523.15	149,296.46	279,823.91	362,455.38	386,236.63	1,196,317.35	628,702.64	\$3,079,356
NET CHGE	(\$2,242)	(\$1,791)	(\$2,256)	(\$39,114)	(\$1,072)	(\$18,174)	(\$61,586)	(\$126,234)
Ltd Incurred	\$2,075,537	\$1,791,766	\$2,148,839	\$1,755,594	\$1,983,206	\$2,238,933	\$1,336,914	\$13,330,788
<b>TOTAL ALL LINES COMBINED</b>								
<b>CLAIM COUNT - OPEN CLAIMS</b>								
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	4	13	10	30	39	46	79	221
November-16	4	13	10	26	37	47	82	219
NET CHGE	0	0	0	-4	-2	1	3	-2
Limited Reserves								\$14,872
Year	2010	2011	2012	2013	2014	2015	2016	TOTAL
October-16	\$98,682	\$213,613	\$293,000	\$427,788	\$414,249	\$1,240,096	\$698,092	\$3,385,520
November-16	\$96,440	\$211,821	\$290,745	\$384,075	\$413,677	\$1,222,172	\$637,957	\$3,256,887
NET CHGE	(\$2,242)	(\$1,791)	(\$2,256)	(\$43,712)	(\$572)	(\$17,924)	(\$60,136)	(\$128,633)
Ltd Incurred	\$2,758,092	\$2,176,697	\$2,485,358	\$1,879,353	\$2,103,904	\$2,313,323	\$1,430,073	\$15,146,799

**CAMDEN COUNTY INSURANCE COMMISSION  
BILLS LIST**

Resolution No. 4-17

JANUARY 2017

**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 2016**

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
<b>000455</b>			
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 12/31/16	668.97
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 12/31/16	647.83
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 12/31/16	19.50
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 12/31/16	117.84
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 12/31/16	40.00
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 12/31/16	208.40
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 11/30/16	1,005.78
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 11/30/16	487.50
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 11/30/16	118.22
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 11/30/16	2,488.66
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 11/30/16	3,236.14
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV -11/30/16	210.88
000455	BROWN & CONNERY, LLP	LEGAL SERV FOR ANCILLARY COV - 11/30/16	130.00
			<b>9,379.72</b>
<b>000456</b>			
000456	MADDEN & MADDEN	LEGAL SERV FOR ANCILLARY COV - 12/13/16	70.00
			<b>70.00</b>
<b>000457</b>			
000457	PERMA RISK MANAGEMENT SERVICES	POSTAGE FEE 12/2016	3.70
			<b>3.70</b>
<b>000458</b>			
000458	COURIER-POST	ACCT CHL-091698 - 12/23/16 - AWARDS	17.10
000458	COURIER-POST	ACCT: CHL-091698 - 12/14/16 - 2017 BUDGE	28.80
			<b>45.90</b>
TOTAL PAYMENTS FY 2016			9,499.32

**FUND YEAR 2017**

<u>Check Number</u>	<u>Vendor Name</u>	<u>Comment</u>	<u>Invoice Amount</u>
<b>000459</b>			
000459	CONNER STRONG & BUCKELEW	LAW ENFORCEMENT & GENERAL LIABILITY	603,251.00
000459	CONNER STRONG & BUCKELEW	EXCESS LIABILITY - 01/2017	27,044.84
			<b>630,295.84</b>
<b>000460</b>			
000460	CONNER STRONG & BUCKELEW	AUTOMOBILE LIABILITY - 2017	120,027.00
			<b>120,027.00</b>
<b>000461</b>			
000461	CONNER STRONG & BUCKELEW	WORKERS COMP BUFFER 2017 - WIC	280,037.00
000461	CONNER STRONG & BUCKELEW	WORKER COMP 2017 - NYM&GIC	258,968.00

			<b>539,005.00</b>
<b>000462</b>			
000462	COMPSERVICES, INC.	CLAIMS ADMIN - 01/2017 - CCPD	8,712.00
000462	COMPSERVICES, INC.	CLAIMS ADMIN - 01/2016 - CCIC	18,250.00
			<b>26,962.00</b>
<b>000463</b>			
000463	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 01/2017	14,583.37
			<b>14,583.37</b>
<b>000464</b>			
000464	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES FEE 01/2017 - CCPD	538.56
000464	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES FEE 01/2017 - CCIC	311.44
			<b>850.00</b>
	TOTAL PAYMENTS FY 2017	1,331,723.21	

**TOTAL PAYMENTS ALL FUND YEARS \$ 1,341,222.53**

\_\_\_\_\_  
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**

<b>Current Fund Year: 2016</b>								
<b>Month Ending: October</b>								
	<b>Property</b>	<b>Liability</b>	<b>Auto</b>	<b>Worker's Comp</b>	<b>NJ CEL</b>	<b>Admin</b>	<b>POL/EPL</b>	<b>TOTAL</b>
OPEN BALANCE	1,828,896.50	8,321,501.99	1,212,039.01	15,431,353.99	1,011,056.93	(1,625,572.89)	1,045,589.04	27,224,864.57
RECEIPTS								
Assessments	12,764.07	145,464.13	35,430.92	541,347.59	1,055,965.42	111,884.57	0.00	1,902,856.70
Refunds	0.00	0.00	0.00	22.14	0.00	0.00	0.00	22.14
Invest Pymnts	0.00	0.00	0.00	0.00	0.00	5,829.86	0.00	5,829.86
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	0.00	0.00	0.00	0.00	0.00	5,829.86	0.00	5,829.86
Other *	0.00	0.00	0.00	163,857.15	0.00	7,961.06	0.00	171,818.21
<b>TOTAL</b>	<b>12,764.07</b>	<b>145,464.13</b>	<b>35,430.92</b>	<b>705,226.88</b>	<b>1,055,965.42</b>	<b>125,675.49</b>	<b>0.00</b>	<b>2,080,526.91</b>
EXPENSES								
Claims Transfers	2,751.22	65,058.82	3,491.56	273,824.21	0.00	0.00	0.00	345,125.81
Expenses	0.00	0.00	0.00	0.00	0.00	74,544.23	0.00	74,544.23
Other *	0.00	0.00	0.00	27,101.21	0.00	0.00	0.00	27,101.21
<b>TOTAL</b>	<b>2,751.22</b>	<b>65,058.82</b>	<b>3,491.56</b>	<b>300,925.42</b>	<b>0.00</b>	<b>74,544.23</b>	<b>0.00</b>	<b>446,771.25</b>
<b>END BALANCE</b>	<b>1,838,909.36</b>	<b>8,401,907.30</b>	<b>1,243,978.37</b>	<b>15,835,655.45</b>	<b>2,067,022.35</b>	<b>(1,574,441.63)</b>	<b>1,045,589.04</b>	<b>28,858,620.23</b>

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

<b>Current Fund Year: 2016</b>								
<b>Month Ending: November</b>								
	<b>Property</b>	<b>Liability</b>	<b>Auto</b>	<b>Worker's Comp</b>	<b>NJ CEL</b>	<b>Admin</b>	<b>POL/EPL</b>	<b>TOTAL</b>
OPEN BALANCE	1,838,909.36	8,401,907.30	1,243,978.37	15,835,655.45	2,067,022.35	(1,574,441.63)	1,045,589.04	28,858,620.23
RECEIPTS								
Assessments	0.00	0.00	0.00	0.00	0.00	(157.52)	0.00	(157.52)
Refunds	0.00	0.00	0.00	8,385.27	0.00	0.00	0.00	8,385.27
Invest Pymnts	0.00	0.00	0.00	0.00	0.00	5,915.13	0.00	5,915.13
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	0.00	0.00	0.00	0.00	0.00	5,915.13	0.00	5,915.13
Other *	0.00	0.00	0.00	0.00	0.00	157.52	0.00	157.52
TOTAL	0.00	0.00	0.00	8,385.27	0.00	5,915.13	0.00	14,300.40
EXPENSES								
Claims Transfers	0.00	78,430.14	18,988.64	339,260.32	0.00	0.00	0.00	436,679.10
Expenses	0.00	0.00	0.00	0.00	0.00	59,412.58	0.00	59,412.58
Other *	0.00	0.00	0.00	67,137.66	0.00	0.00	0.00	67,137.66
TOTAL	0.00	78,430.14	18,988.64	406,397.98	0.00	59,412.58	0.00	563,229.34
<b>END BALANCE</b>	<b>1,838,909.36</b>	<b>8,323,477.16</b>	<b>1,224,989.73</b>	<b>15,437,642.74</b>	<b>2,067,022.35</b>	<b>(1,627,939.08)</b>	<b>1,045,589.04</b>	<b>28,309,691.29</b>

<b>SUMMARY OF CASH AND INVESTMENT INSTRUMENTS</b>						
<b>CAMDEN COUNTY INSURANCE COMMISSION</b>						
<b>ALL FUND YEARS COMBINED</b>						
<b>CURRENT MONTH</b>	October					
<b>CURRENT FUND YEAR</b>	2016					
	<b>Description:</b>	<b>Ins Comm General A/C</b>	<b>Workers Comp Claims</b>	<b>Liability Claims</b>	<b>CCPD - WC</b>	<b>CCPD - Liability</b>
	<b>ID Number:</b>					
	<b>Maturity (Yrs)</b>					
	<b>Purchase Yield:</b>					
	<b>TOTAL for All Accts &amp; instruments</b>					
<b>Opening Cash &amp; Investment Balance</b>	\$27,224,864.54	26,954,118.89	18387.31	231191.87	-9207.57	30374.04
<b>Opening Interest Accrual Balance</b>	\$0.00	-	0	0	0	0
1	Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2	Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3	(Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Accretion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5	Interest Paid - Cash Instr.s	\$5,829.85	\$5,741.58	\$27.61	\$49.63	\$2.15
6	Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7	Realized Gain (Loss)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8	Net Investment Income	\$5,829.85	\$5,741.58	\$27.61	\$49.63	\$2.15
9	Deposits - Purchases	\$2,432,032.03	\$2,074,697.05	\$228,807.83	\$3,322.75	\$72,899.32
10	(Withdrawals - Sales)	-\$804,106.23	-\$431,879.21	-\$226,498.94	-\$6,859.47	-\$74,426.48
	<b>Ending Cash &amp; Investment Balance</b>	\$28,858,620.19	\$28,602,678.31	\$20,723.81	\$227,704.78	-\$10,732.58
	<b>Ending Interest Accrual Balance</b>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	<b>Plus Outstanding Checks</b>	\$336,290.77	\$74,544.23	\$165,627.43	\$5,529.47	\$34,231.44
	<b>(Less Deposits in Transit)</b>	-\$843.00	\$0.00	\$0.00	\$0.00	-\$843.00
	<b>Balance per Bank</b>	\$29,194,067.96	<b>\$28,677,222.54</b>	\$186,351.24	\$233,234.25	\$22,655.86

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS							
CAMDEN COUNTY INSURANCE COMMISSION							
ALL FUND YEARS COMBINED							
CURRENT MONTH	November						
CURRENT FUND YEAR	2016						
Description:	Ins Comm	General	Workers Comp	Liability Claims	CCPD - WC	CCPD - Liability	
ID Number:	A/C	A/C	Claims				
Maturity (Yrs)							
Purchase Yield:							
TOTAL for All							
Accts & instruments							
<b>Opening Cash &amp; Investment Balance</b>	<b>\$28,858,620.19</b>	<b>28,602,678.31</b>	<b>20,723.81</b>	<b>227,704.78</b>	<b>-</b>	<b>10,732.58</b>	<b>18,245.87</b>
<b>Opening Interest Accrual Balance</b>	<b>\$0.00</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
1 Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
2 Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3 (Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4 Accretion	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5 Interest Paid - Cash Instr.s	\$5,915.12	\$5,825.97	\$25.35	\$47.97	\$3.21	\$12.62	\$12.62
6 Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7 Realized Gain (Loss)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8 Net Investment Income	\$5,915.12	\$5,825.97	\$25.35	\$47.97	\$3.21	\$12.62	\$12.62
9 Deposits - Purchases	\$396,097.16	\$8,385.27	\$248,271.99	\$9,626.67	\$75,427.71	\$54,385.52	\$54,385.52
10 (Withdrawals - Sales)	-\$950,941.23	-\$447,124.47	-\$291,002.02	-\$7,489.95	-\$115,395.96	-\$89,928.83	-\$89,928.83
Ending Cash & Investment Balance	\$28,309,691.24	\$28,169,765.08	-\$21,980.87	\$229,889.47	-\$50,697.62	-\$17,284.82	-\$17,284.82
Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Plus Outstanding Checks	\$260,102.62	\$59,412.58	\$94,582.38	\$2,547.00	\$51,626.74	\$51,933.92	\$51,933.92
(Less Deposits in Transit)	-\$613.00	\$0.00	\$0.00	\$0.00	-\$613.00	\$0.00	\$0.00
Balance per Bank	\$28,569,180.86	\$28,229,177.66	\$72,601.51	\$232,436.47	\$316.12	\$34,649.10	\$34,649.10



**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	ACS 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	161,531.45	\$155,598.18	\$70,329.38	\$85,268.80	54.80%	\$17,053.76	\$68,215.04	97.80%
March	212,702.89	\$201,277.47	\$101,856.39	\$93,421.08	46.41%	\$18,684.22	\$74,736.86	98.10%
April	174,979.90	\$143,480.97	\$64,499.30	\$78,981.67	55.05%	\$15,796.33	\$63,185.34	94%
May	137,059.20	\$130,703.14	\$73,424.33	\$57,278.81	43.82%	\$11,455.76	\$45,823.05	97.60%
June	118,916.97	\$117,072.40	\$61,041.49	\$56,030.91	47.86%	\$11,206.18	\$44,824.73	96.60%
July	130,662.81	\$124,951.16	\$62,344.09	\$62,607.07	50.11%	\$12,521.41	\$50,085.66	96.30%
August	194,261.77	\$183,329.11	\$89,249.21	\$94,079.90	51.32%	\$18,815.98	\$75,263.92	97.80%
September	322,225.95	\$318,631.32	\$180,883.18	\$137,915.98	43.28%	\$27,583.20	\$110,332.78	98.10%
October	127,594.42	\$122,053.17	\$56,532.47	\$65,536.64	53.70%	\$13,107.33	\$52,429.31	94.90%
November	219,236.02	\$212,871.97	\$108,830.49	\$104,041.48	48.88%	\$20,808.30	\$83,233.18	98.90%
December	262,694.31	\$245,621.94	\$112,691.32	\$132,930.62	54.12%	\$26,586.12	\$106,344.50	99%
<b>Totals:</b>	<b>2,121,679.39</b>	<b>\$2,013,504.23</b>	<b>\$1,010,086.46</b>	<b>\$997,601.45</b>	<b>50.00%</b>	<b>\$199,520.29</b>	<b>\$798,081.16</b>	<b>97%</b>
<b>Total Bills Received</b>		<b>2523</b>						

What Are UCR Charges?

" Usual, Customary and Reasonable (UCR) rates are established based on the geographic region.

**CAMDEN COUNTY INSURANCE COMMISSION**

**SAFETY DIRECTOR'S REPORT**

**TO:** Fund Commissioners  
**FROM:** J.A. Montgomery Risk Control, Safety Director  
**DATE:** January 19, 2017

**CCIC SERVICE TEAM**

<p>David McHale,          Public Sector Director  <a href="mailto:dmchale@jamontgomery.com">dmchale@jamontgomery.com</a>          Office: 732-736-5213          Cell: 732-673-4802</p>	<p>Glenn Prince,          Associate Public Sector Director  <a href="mailto:gprince@jamontgomery.com">gprince@jamontgomery.com</a>          Office: 856-552-4744          Cell: 609-238-3949</p>	<p>Natalie Dougherty,          Executive Assistant  <a href="mailto:ndougherty@jamontgomery.com">ndougherty@jamontgomery.com</a>          Office: 856-552-4738</p>
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**December - February 2017**

**RISK CONTROL ACTIVITIES**

**MEETINGS ATTENDED / TRAINING / LOSS CONTROL VISITS CONDUCTED**

- **December 5:** Conducted loss control surveys of the CCBOSS and CCIC-Metro PD.
- **December 6:** Attended the CCIC Claims Committee meeting in Blackwood.
- **December 8:** Attended the CCIC meeting in Blackwood.
- **December 12:** One session of Snow Plow/Snow Removal training was conducted for CCIC.
- **December 12:** Conducted a loss control survey of the CCIC DPW.
- **December 19:** Attended the CCIC Safety Committee meeting in Blackwood.
- **January 3:** Attended the CCIC Claims Committee meeting in Blackwood.
- **January 18:** Attended the CCIC Safety Committee Meeting in Blackwood.

### **UPCOMING MEETINGS / TRAINING / LOSS CONTROL VISITS PLANNED**

- **January 26:** Plan to attend the CCIC meeting in Blackwood.
- **February 7:** Plan to attend the CCIC Claims Committee meeting in Blackwood.
- **February 15:** Plan to attend the CCIC Safety Committee Meeting in Blackwood.

### **CEL MEDIA LIBRARY**

No Videos have been utilized in 2017.

### **SAFETY DIRECTOR BULLETINS**

- Best Practices for Snow Emergencies – January 11.

### Best Practices for Snow Emergencies

The following guidelines are offered as suggestions when planning for emergency operations presented by winter storms. Every storm event is different and needs and resources will vary. This document offers best practices that have been identified by our members regarding hours of operation, rest breaks, and rotating schedules for before, during and after snow events.

Emergency planners are also encouraged to refer to federal and state CDL driving limitations, and other standards or regulations that may apply.

#### **Pre-planning issues**

- **Chain of command**
  - Identify who will hold command staff positions. Plan for at least two persons for each command staff position to man the command center around the clock for the first day or two for major snow events.
  - Develop a written snow plan with defined roles and hierarchy.
  - Verify emergency contact information.
- **Staffing**
  - Supplement crews with back ups, including contractors, utilities, fire department and per diem drivers
  - Consider developing a list of retired CDL drivers you might call upon.
  - Consider areas that may require the use of contractors with specialized equipment i.e. cul-de-sacs.
  - Consider having departments clear their own lots if possible; i.e. fire departments and utilities.
- **Shift work planning**
  - Remind workers of need to prepare their homes and families for their absence during the emergency.
- **Plan for rest breaks / sleeping accommodations**
  - Entities may need to encourage drivers to stay at local facilities. Provide sleeping arrangements at fire and EMS stations, or senior centers.
  - Ensure quiet time at these locations.
  - Plan for possible power interruptions at these locations.
- **Plan for Health and Welfare**
  - Consider needs for food and hydration.
  - Educate workers on appropriate winter and protective apparel.
  - Remind workers to pack personal items such as medications, special dietary needs, etc.
  - Remind supervisors and employees that employees on transitional duty may not work beyond their medical restrictions.

#### **Operations during storm**

- **Establish priority routes and areas**
  - Clear parking lots and access routes of emergency response agencies (i.e. police, fire, and EMS) first
  - Consider providing sand / salt to use until clearing occurs at facilities

*This bulletin is intended for general information purposes only. It should not be construed as legal advice or legal opinion regarding any specific or factual situation. Always follow your organization's policies and procedures as presented by your manager or supervisor. For further information regarding this bulletin, contact your Safety Director at 877.398.3046.*



- **Communication plans / telephone or radio contact**
  - Establish who will operate as Base (part of incident command structure)
  - Determine who takes calls from residents, both emergency and non-emergency (complaints)
  - Establish liaison with towns or agencies, news agencies, etc.
  - Ensure operators remain in constant contact with base
  - Establish procedures for reporting and responding to accidents / incidents
- **Deteriorating Storm Conditions “When to temporarily halt operations”**
  - Who will make the final call
  - Include the criteria for “temporary halting of operations” in plan, i.e., discontinuing operations until conditions improve, with consultation of major stakeholders,
  - Encourage all who are in the field to report status of conditions for the safety of the entire crew
- **Rest breaks / Fatigue**
  - Inform drivers that they have the personal responsibility to pull themselves from driving if they feel overly fatigued or diminished. Have a procedure on how the driver will report to a supervisor and how to address the situation within employment agreements.
- **Rotations**
  - Incorporate travel distance to work into shift planning. Those who live farthest, home after 12 hours to sleep and return for next shift.

## Post-Storm Operations

- **Return to normal operations**
  - As conditions normalize, transition back to normal 8-hour shifts
  - Consider the impact of fatigue from the extended shifts when transitioning back to normal operations.
  - Inspect, repair and perform routine maintenance on equipment
- **Conduct after-incident debriefing**
  - Review with all stakeholders what worked and what challenges were encountered
  - Update Snow Emergency Plan with lessons learned from the event

### Liability issues – Recommendations to limit liability

- Maintain a record of weather conditions
- Document actions taken, date, time, crews, equipment employed, and materials (salt etc.) used
- Record *all* complaints with date and time received
- Document specific actions taken and time of action in response to complaints
- Take photographs to record weather conditions and incidents
- Preserve newspaper articles on storm severity and clean up activities
- Work with police to have their accident reports supplemented with photographs showing conditions

Snow events are difficult. Proper planning and training can ease the strain on employees, managers, and the community.

**RESOLUTION NO. 5-17**

**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: 1714, 1438, 1583, 4670, 4350, 5617, 0460, 0452, 8469**

**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:**

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**CHAIRPERSON**

**ATTEST:**

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**VICE-CHAIRPERSON**

## **APPENDIX I**

**CAMDEN COUNTY INSURANCE COMMISSION  
OPEN MINUTES  
MEETING – December 8, 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	Absent
Anna Marie Wright	Present
Steve Williams	Present

**FUND PROFESSIONALS PRESENT:**

Executive Director	PERMA Risk Management Services <b>Bradford C. Stokes</b>
Claims Service	AmeriHealth Casualty Services <b>Denise Hall</b> <b>Steve Andrick</b> <b>Jaelyn Lindsey</b> ( <i>via teleconference</i> )
	Conner Strong & Buckelew <b>Michelle Leighton</b>
CEL Underwriting Manager	Conner Strong & Buckelew
Attorney	<b>Laura J. Paffenroth, Esq.</b>
Treasurer	
Safety Director	J.A. Montgomery Risk Control <b>Glenn Prince</b>
Auditor	Bowman & Company LLP
Risk Management Consultant (CCIA)	Hardenbergh Insurance Group

**ALSO PRESENT:**

Lou DiAngelo, Camden County  
Edward H. Hill, Camden County Board of Social Services  
Cathy Dodd, PERMA Risk Management Services (*via teleconference*)  
Rachel Chwastek, PERMA Risk Management Services

**APPROVAL OF MINUTES: OPEN & CLOSED MINUTES OF OCTOBER 27, 2016**

Motion: Commissioner Wright  
Second: Commissioner Williams  
Vote: Unanimous

**CORRESPONDENCE:** None

**COMMITTEE REPORTS:**

**SAFETY COMMITTEE:** Mr. Prince reported the Safety Committee last met on November 16<sup>th</sup>. The Committee discussed their plans for 2017 and included the 2017 Meeting Schedule in the agenda. The next meeting is on December 19th. Mr. Prince asked if there were any questions and then concluded his report.

**CLAIMS COMMITTEE:** Ms. Leighton advised the claims committee met on November 4<sup>th</sup> and December 6<sup>th</sup> and there were PARS for review in closed session. Ms. Leighton advised the Best Practices Event on November 2<sup>nd</sup> was a great success and thank to all who participated. Ms. Leighton asked if there were any questions and then concluded her report.

**EXECUTIVE DIRECTOR REPORT:**

**2017 Property & Casualty Budget Introduction** – Included in the agenda was the 2017 proposed Property & Casualty Budget in the amount of \$16,753,318. The introductory budget represents a .76% decrease Commission wide. The assessments will be due on 3/15/17, 5/15/17 and 9/15/17. The proposed assessments will be distributed at the meeting. The Fund Office will advertise the proposed 2017 Budget in the Commission’s official newspaper.

**Motion to introduce the 2017 Property and Casualty Budget in the amount of \$16,753,318 and schedule a public hearing on January 26, 2017 at 2:00 PM at the Camden County College Regional Training Center, 420 Woodbury-Turnersville Road, Blackwood, NJ 08102**

Motion: Commissioner Wright  
Second: Commissioner Williams  
Vote: Unanimous

**CEL Dividend** – The CEL declared a dividend for the 2010 & 2011 Fund Years. The Camden County Insurance Commission’s share is \$88,409. 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 2017 assessment. The Fund Office will send a letter to each member entity to find out their preference.

**Certificate of Insurance Issuance Report** – Included in the agenda was the certificate of insurance issuance reports from the CEL listing those certificates issued for the period of 10/21/16 to 11/30/16. There were 2 certificate of insurances issued during this period.

**MOTION TO APPROVE THE CERTIFICATE OF INSURANCE REPORT**

Motion:	Commissioner Wright
Second:	Commissioner Williams
Vote:	Unanimous

**NJ Excess Counties Insurance Fund (CELJIF)** – A sub-committee met on October 17, 2016 to review the preliminary 2017 budget. The CELJIF met on October 27, 2016 and introduced the CEL 2017 Budget. A summary report of the meeting is included in the agenda. The public hearing for the 2017 Budget was held on November 17, 2016 and the budget was adopted in the amount of \$20,977,357. The Fund Commissioners also authorized a Professional Service Agreement to the incumbent, The Actuarial Advantage, Inc. for actuary services. The CELJIF will hold its 2017 Reorganization Meeting on February 23, 2017.

**CCIC Financial Fast Track** – Included in the agenda was a copy of the Financial Fast Track Report for the month of September. As of September 30, 2016, the report indicates the Commission has a surplus of \$13,052,009. Line 10 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 \$2,454,219. The cash amount is \$27,224,864.

**NJ CEL Property and Casualty Financial Fast Track (Page 13)** - Included in the agenda on page 13 is a copy of the NJ CEL Financial Fast Track Report for the month of September. As of September 30, 2016, the report indicates the Fund has a surplus of \$7,631,542.

**Claims Tracking Report** – Included in the agenda on page 14 is the Claims Activity Report as of October 31, 2016. The Claims Activity Report monitors open and closed claims each month. The Executive Director will review the report with the Commission.

**Meeting Dates for 2017** - Attached on page 15 for your consideration is the proposed CCIC Executive Committee meeting schedule for 2017. As we have done in the past there will be no meetings scheduled for August and November. However, meetings for these months could be scheduled if necessary with additional notice required by statute. The next meeting is scheduled for January 26, 2017 and the Reorganization meeting is scheduled for February 23, 2017. If the dates are acceptable a resolution will be prepared

for approval at our next meeting. Please note the College cannot accommodate us for the April meeting so we will either change the meeting date or meet at a different location.

**New Jersey Counties Excess Joint Insurance Fund** – Joint Insurance Claims Committees Best Practices Workshop – The Workshop was held at the Conner Strong & Buckelew Marlton office on Wednesday, November 2nd. Ms. Leighton will provide a verbal summary of the workshop.

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

Executive Director's Report Made Part of Minutes.

**TREASURER:** Ms. Paffenroth advised that Mr. McPeak reviewed the November and December Bill List.

**MOTION TO APPROVE RESOLUTION 56-16 NOVEBER BILL LIST IN THE AMOUNT OF \$59,912.58 AND 57-16 DECEMBER BILL LIST IN THE AMOUNT OF \$49,732.34**

Motion:	Commissioner Williams
Second:	Commissioner Wright
Vote:	Unanimous

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

**ATTORNEY:** No Report.

**CLAIM SERVICE:** Ms. Hall reviewed the Medical Savings Report for the month of November which was included in the agenda. Ms. Hall advised the total billed for the month of November was \$219,236.02 and the total paid was \$108,830.49 with a savings of \$104,041.48 or 48.88%. Ms. Hall advised the net savings was \$83,233.18 and network utilization was 98.90%. Ms. Hall advised that concluded her report unless anyone had anyone had questions.

**SAFETY DIRECTOR:** Mr. Prince reviewed the October – December 2016 Risk Control Activity Report which was included in the agenda. On 12/5 he completed a loss control visit with the police department and covered motor vehicle accidents, body worn cameras and written templates. 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: Commissioner Williams  
Second: Commissioner Wright  
Vote: Unanimous

Seeing no members of the public wishing to speak Commissioner Williams moved a motion to close the public comment portion of the meeting.

**MOTION TO CLOSE MEETING TO PUBLIC**

Motion: Commissioner Williams  
Second: Commissioner Wright  
Vote: Unanimous

**CLOSED SESSION:** Chairman Angilella read Resolution 58-16, 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 58-16 FOR CLOSED SESSION**

Motion: Commissioner Williams  
Second: Commissioner Wright  
Vote: Unanimous

**MOTION TO RETURN TO OPEN SESSION**

Motion: Commissioner Williams  
Second: Commissioner Wright  
Vote: Unanimous

Commissioner Williams made a motion to approve the PARS/SARS discussed during closed session.

**MOTION TO APPROVE THE FOLLOWING PARS/SARS**



CLAIM #	AMOUNT
1666	\$244,784.00
1688	\$ 66,441.72
1712	\$201,065.00
1692	\$ 51,421.30
5067	\$ 11,210.00
0435	\$ 93,020.00
0441	\$ 66,250.00
0444	\$ 36,956.00
1351	\$ 33,216.70
1703	\$ 72,118.00
1656	\$ 90,269.78
1666	\$244,784.00
7202	\$ 21,285.44

Motion: Commissioner Williams  
 Second: Commissioner Wright  
 Vote: Unanimous

Mr. Williams advised the next meeting is scheduled for Thursday, January 26, 2017 at 2:00 PM.

**MOTION TO ADJOURN:**

Motion: Commissioner Wright  
 Second: Commissioner Williams  
 Vote: Unanimous

**MEETING ADJOURNED: 3:12 PM**

Minutes prepared by: Rachel Chwastek, Assisting Secretary

## APPENDIX II

## RESOLUTION NO. 2-17

### **Camden County Insurance Commission** (hereinafter the "Insurance Commission")

BE IT RESOLVED by the Insurance Commission's governing body that effective 1/1/17 the 2017 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 800,000. 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 **statutory** limits excess of \$2,000,000 from **Midlands**. 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 **Midlands**. 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 (1/1/17-1/1/18). The \$15,000,000 excess \$5,500,000 commercial excess layer is subject to a \$15,000,000 annual aggregate limit (1/1/17-1/1/18).
  - 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 (1/1/17-1/1/18) 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 (1/1/17-1/1/18) 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 (1/1/17-1/1/18) 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 (1/1/17-1/1/18) 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%); Velocity (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%); Velocity (33.33%); Starr Companies (33.33%)
- C. \$260,000,000 per Occurrence Total Program Limit

Property Sub-Limits:

- 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%); Velocity (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 (30%)/United Specialty (20%)/Endurance American Specialty(10%)/Interstate Fire & Casualty (10%)/RSUI Indemnity (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.
- **Vacant Properties - \$250,000**
- 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 1/1/17.

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

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 it's 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 \_\_\_ day of \_\_\_\_\_, 2017.  
Camden County Insurance Commission

By: \_\_\_\_\_  
Chairperson

Attest:  
\_\_\_\_\_  
Secretary

## **ADDENDUM I**

2017 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 1/1/2017.

**MEDICAL EXPENSE BENEFITS DEDUCTIBLE**

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

Medical expense benefits applicable to:

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

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

**MEDICAL EXPENSE BENEFITS CO-PAYMENT**

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

**DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSES OPTION**

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

**MEDICAL EXPENSE BENEFITS-AS-SECONDARY OPTION**

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

A. Coverage

1. **Personal Injury Protection**

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

These Personal Injury Protection Benefits consist of:

a. **Medical Expense Benefits**

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

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

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

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



b. **Income Continuation Benefits**

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

c. **Essential Services Benefits**

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

d. **Death Benefits**

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

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

e. **Funeral Expense Benefits**

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

2. **Pedestrian Personal Injury Protection**

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

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

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

a. **Medical Expense Benefits**

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

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

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

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

b. **Income Continuation Benefits**

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

c. **Essential Services Benefits**

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

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

d. **Death Benefits**

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

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

e. **Funeral Expense Benefits**

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

B. Exclusions

1. **Personal Injury Protection**

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

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

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

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

## 2. **Pedestrian Personal Injury Protection**

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

### C. Limit Of Insurance

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

week.

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

- a. **Priority Of Benefits**

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

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

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

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

c. **Health Benefits Plan Ineligibility**

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

promulgated by the New Jersey Department of Insurance; or

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

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

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

- (a) Is recognized on the medical fee schedules promulgated by the New Jersey Department of Banking and Insurance; or

- (b) Are reasonable expenses in accordance with Section 4 of the New Jersey Reparation Reform Act.

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

- (a) The reduced premium paid under this Policy for the Medical Expense Benefits As Secondary option; and

- (b) The premium which would have been paid under this Policy had the **named insured** not elected such option.

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

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

#### D. Changes in Conditions

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



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

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

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

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

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

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

d. **Employee Benefits Reimbursement**

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

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

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

f. **Special Requirements For Medical Expenses**

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

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

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

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

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

(2) **Coverage For Diagnostic Tests**

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

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

(3) **Decision Point Review Plan**

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

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

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

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

g. **Dispute Resolution**

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

Any request for dispute resolution may include a request for

review by a medical review organization.

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

#### **COORDINATION AND NON-DUPLICATION**

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

#### **MEDICAL PAYMENTS DELETION**

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

E. Definitions

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

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

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

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

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

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

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

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

- d. **Eligible expense** means:

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

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

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



Department of Health and Senior Services.

- (2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;
  - (3) A non-profit voluntary visiting nurse organization providing health care services other than in a hospital;
  - (4) Hospitals or other health care facilities or treatment centers located in other states or nations;
  - (5) Physicians licensed to practice medicine and surgery;
  - (6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (Podiatrists), psychologists, physical therapists, health maintenance organizations, 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**

2017 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, 2017.

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.