

**GLOUCESTER COUNTY INSURANCE COMMISSION
AGENDA AND REPORTS
THURSDAY, SEPTEMBER 26, 2013**

**115 BUDD BLVD.
LARGE CONFERENCE ROOM
WOODBURY, NJ
9:30 AM**

OPEN PUBLIC MEETINGS ACT - STATEMENT OF COMPLIANCE

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

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

**GLOUCESTER COUNTY INSURANCE COMMISSION
AGENDA
OPEN PUBLIC MEETING: SEPTEMBER 26, 2013
WOODBURY, NJ
9:30 AM**

- MEETING CALLED TO ORDER - OPEN PUBLIC MEETING NOTICE READ**
- ROLL CALL OF COMMISSIONERS**
- APPROVAL OF MINUTES:** July 25, 2013 Open Minutes.....Appendix I
July 25, 2013 Closed Minutes.....Handout

- CORRESPONDENCE**

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

- EXECUTIVE DIRECTOR/ADMINISTRATOR - PERMA**
Executive Director’s Report.....Pages 4-27

- EMPLOYEE BENEFITS – Conner Strong & Buckelew**
Monthly ReportPages 28-32

- TREASURER – Gary Schwarz**
 - Resolution **58-13** Confirmation of Payment August Bill List – Motion RequiredPages 33-34
 - Resolution **59-13** Confirmation of Payment Benefit August Bill List–Motion Required Page 35
 - Resolution **60-13** September Bill List – Motion RequiredPages 36-37
 - Resolution **61-13** September Benefit June Bill List – Motion Required.....Page 38
 - June & July Monthly Treasurer Reports.....Pages 39-42

- CLAIMS SERVICE – Inservco Insurance Services, Inc.**
 - Resolution **62-13** Authorizing Disclosure of Liability Claims Check RegisterPages 43-44
 - Liability Claim Payments – 7/01/13 to 7/31/13.....Pages 45-46
 - Liability Claim Payments – 8/01/13 to 8/31/13.....Pages 47-48

- MANAGED CARE – Consolidated Services Group, Inc., Jennifer Pard**
CSG Monthly Summary ReportPage 49

- CEL SAFETY DIRECTOR – J.A. Montgomery Risk Control**
Monthly Report.....Pages 50-51

- RISK MANAGERS REPORT, UNDERWRITING SERVICES DIRECTOR
Hardenbergh Insurance Group**
 - Monthly Report.....Pages 52-55
 - Worker’s Compensation First Report of Injury – Z Form Appendix III

- ATTORNEY – Long Marmero & Associates, LLP**..... Verbal

- OLD BUSINESS**

- NEW BUSINESS**
 - PUBLIC COMMENT**

 - CLOSED SESSION – Payment Authorization Requests (PARS)Pages 56-58**
Resolution [63-13](#) Executive Session for purpose as permitted by the Open Public Meetings Act, more specifically to discuss PARS related to pending or anticipated litigation as identified in the list of claims prepared by third-party claim administrator Inservco Insurance Services, Inc. and attached to this agenda. Also the possible settlement of Christopher Davis vs Gloucester County, Petition # 2010-12329; 2011-23992 and Stephen Gallen vs Gloucester County, Petition # 2011-26125

 - Motion for Executive Session
-

MEETING ADJOURNMENT

NEXT SCHEDULED MEETING: [October 24, 2013, 9:30 AM, 115 Budd Blvd., Woodbury, NJ](#)

GLOUCESTER COUNTY INSURANCE COMMISSION

9 Campus Drive, Suite 16, Parsippany, NJ 07054

Telephone (201) 881-7632

Fax (201) 881-7633

Date: September 26, 2013

Memo to: Commissioners of the Gloucester County Insurance Commission

From: PERMA Risk Management Services

Subject: Executive Director's Report

- 2012 Audit Report as of December 31, 2012 (Pages 7-9)** - The final version of the 2012 Gloucester County Insurance Commission Audit prepared by Bowman & Company LLP will be distributed at the meeting. Mr. Jim Miles of Bowman & Company, LLP reviewed a draft copy of the audit at the June meeting. There were no material changes to the final version. Included in the agenda on pages 7-9 is Resolution 54-13 to approve the Certification of the Annual Audit for the period ending December 31, 2012. The Resolution includes a Group Affidavit form requires the signature of the Board of Commissioners.
 - Motion to approve Resolution 54-13 Certification of Annual Audit Report for Period Ending December 31, 2012**

- Corrective Action Plan for the 2012 Audit (Pages 10-12)** – Included in the agenda on pages 10-11 is the Corrective Action Plan for the Gloucester County Insurance Commission 2012 Audit and Resolution 55-13. Although there were no current findings the Corrective Action Plan and the Resolution accepting the Corrective Action Plan is required by State Law.
 - Motion to approve Resolution 55-13 authorizing of the Corrective Action Plan for the 2012 Annual Audit Report for Period Ending December 31, 2012**

- Voluntary Settlements (Pages 13-15)** - At our last meeting we discussed amending the Claims Committee Charter to authorize the Third Party Administrator and Defense Counsel to have authority to enter into voluntary offers for certain claims. Included in the agenda on page 13 is a copy of the Proposed Charter Amendment prepared by the Commission Attorney for your review. Also attached on pages 14-15 is Resolution 56-13 Authorizing the Amendment of the Charter for Voluntary prepared by the Commission Attorney.
 - Motion to approve Resolution 56-13 Authorizing of the Amendment of the Charter for Voluntary Offers**

- ❑ **Amendment to the 2013 Risk Management Plan (Appendix II)** – Included in Appendix II of the agenda is an amendment to the 2013 Risk Management Plan. The Plan was amended to reflect changes in the scheduled Physicians. The changes are highlighted in yellow.
 - ❑ **Motion to approve Resolution 57-13 revision of the 2013 Plan of Risk Management to reflect changes of scheduled Physicians.**
- ❑ **Certificate of Insurance Report (Pages 16-19)** - Attached on pages 16-19 is the certificate of insurance issuance reports from the CEL listing those certificates issued for the period 7-22-13 to 9-15-13. There were 28 certificates of insurance issued during this period.
- ❑ **GCIC Property and Casualty Financial Fast Track (Pages 20-21)** - Included in the agenda on page 20 is a copy of the Property & Casualty Financial Fast Track Report as of **June 30, 2013**. As of **June 30, 2013**, there is a statutory surplus of **\$1,795,114**. Also included in the agenda on page 21 is the Property & Casualty Fast Track as **July 31, 2013**. As of **July 31st** there is a statutory surplus of **\$1,898,264**. Line 7 of the report, “Investment in Joint Venture” is the Gloucester County Insurance Commission’s share of the equity in the CEL. Please note that the Commission picked up an additional surplus of \$200,169 between May 31 and July 30. Gloucester County Insurance Commission’s current equity in the CEL is **\$843,217**.
- ❑ **NJ CEL Property and Casualty Financial Fast Track (Pages 22-23)** – Included in the agenda on page 22 is a copy of the NJ CEL Financial Fast Track Report as of **June 30, 2013**. As of June 30, 2013 there is a statutory surplus of **\$3,021,641**. Also included in the agenda on page 23 is the NJ CEL Financial Fast Track Report as of **July 31, 2013**. As of **July 31st** there is a statutory surplus of **\$3,164,666**.
- ❑ **Health Benefits Financial Fast Track (Pages 24-25)** – Included in the agenda on page 24 is a copy of the Health Benefits Financial Fast Track as of **June 30, 2013**. As of **June 30, 2013** there is a statutory surplus of **\$64,208**. Also included in the agenda on page 25 is a copy of the Health Benefits Fast Track as of **July 31, 2013**. As of **July 31, 2013** there is a statutory surplus of **\$75,971**.
- ❑ **NJ Excess Counties Insurance Fund (CELJIF)** – The CEL did not meet in July or August. The CEL is meeting later today and a summary report of the CEL’s meeting will appear in the next agenda.
- ❑ **2013 Property & Casualty Assessments due October 15, 2013** – The third and final assessment payment for 2013 is due on October 15, 2013. An e-mail was sent to each member entity with the final statement of account. Payments can be made to the Gloucester County Insurance Commission and sent to the County of Gloucester, c/o Gary Schwarz, Treasurer, PO Box, 337, Woodbury, NJ 08096. Included on each member entity’s Statement of Account is their share of the additional assessment of \$13,428 representing the additional cost from NJ CEL for the replacement of the Meadowbrook program to the new program effective 7/1/13. This is not due till 1/15/14.

- ❑ **2014 Property & Casualty Budget Process** - The 2014 property and casualty budget is scheduled to be introduced at the November Executive Committee meeting and adopted at the December meeting. The following components are being processed to create the budget:
 - **Claim Fund Projection:** This projection is being prepared by the Commission Actuary.
 - **Insurance and Excess Insurance Renewals:** The CEL Underwriting Manager is in the process of negotiating and developing these renewals.
 - **Expenses:** Budgeted expenses can be based upon current contracts or upon some other basis determined by the Commission.

- ❑ **2014 Renewal Applications and Updated Exposure** - The 2014 property and casualty budget is reliant on a number of factors including updated renewal applications and exposure data. As of today there are still some members who have not completed their renewal applications and updated their exposure information. It is imperative that this information be forwarded as soon as possible to the CEL Underwriting Manager, otherwise, it will hold up the budgeting process. The Underwriting Services Director will provide a status update during her report.

- ❑ **New Jersey Counties Excess Joint Insurance Fund – Joint Insurance Claims Committees Best Practices Workshop (Pages 26-27)** – As a reminder, Ms. Leighton is coordinating a joint meeting of the member Insurance Commissions of the CELJIF. This includes the Camden, Gloucester, Union, Burlington, Cumberland and Salem Commissions. A Planning Committee was formulated and met on August 25th, to discuss the Agenda and format of the meeting. The meeting date was confirmed for October 1, 2013. The Workshop will be held at the Conner Strong & Buckelew office in Marlton, NJ. A copy of the invitation is included in the agenda on pages 26-27. Lunch will be provided at a fair market price per person for those attendees who wish to pay for their lunch. The price for lunch per person will be made available in advance of the Workshop.

RESOLUTION 54-13

**Resolution of Certification
Annual Audit Report for Period Ending December 31, 2012**

WHEREAS, N.J.S.A. 40A:5-4 requires the governing body of every local unit to have made an annual audit of its books, accounts and financial transactions, and

WHEREAS, the Annual Report of Audit for the year 2012 has been filed by the appointed Fund Auditor with the Secretary of the Fund as per the requirements of N.J.S.A. 40A:5-6 and N.J.S.A. 40A:10-36, and a copy has been received by each member of the BOARD OF COMMISSIONERS, and

WHEREAS, the Local Finance Board of the State of New Jersey is authorized to prescribe reports pertaining to the local fiscal affairs, as per R.S. 52:27BB-34, and

WHEREAS, the Local Finance Board has promulgated a regulation requiring that the BOARD OF FUND COMMISSIONERS of the Fund shall, by resolution, certify to the Local Finance Board of the State of New Jersey that all members of the BOARD OF COMMISSIONERS have reviewed, as a minimum, the sections of the annual audit entitled:

General Comments
and
Recommendations

and

WHEREAS, the members of the BOARD OF COMMISSIONERS have personally reviewed, as a minimum, the Annual Report of Audit, and specifically the sections of the Annual Audit entitled:

General Comments
and
Recommendations

as evidenced by the group affidavit form of the BOARD OF COMMISSIONERS.

WHEREAS, such resolution of certification shall be adopted by the BOARD OF COMMISSIONERS no later than forty-five days after the receipt of the annual audit, as per the regulations of the Local Finance Board, and

WHEREAS, all members of the BOARD OF COMMISSIONERS have received and have familiarized themselves with, at least, the minimum requirements of the Local Finance

Board of the State of New Jersey, as stated aforesaid and have subscribed to the affidavit, as provided by the Local Finance Board, and

WHEREAS, failure to comply with the promulgations of the Local Finance Board of the State of New Jersey may subject the members of the BOARD OF COMMISSIONERS to the penalty provisions of R.S. 52:27BB-52 - to wit:

R.S. 52:27BB-52 - "A local officer or member of a local governing body who, after a date fixed for compliance, fails or refuses to obey an order of the director (Director of Local Government Services), under the provisions of this Article, shall be guilty of a misdemeanor and, upon conviction, may be fined not more than one thousand dollars (\$1,000.00) or imprisoned for not more than one year, or both, in addition shall forfeit his office."

NOW, THEREFORE, BE IT RESOLVED, that the BOARD OF COMMISSIONERS of the Gloucester County Insurance Commission hereby states that it has complied with the promulgation of the Local Finance Board of the State of New Jersey, dated July 30, 1968, and does hereby submit a certified copy of this resolution and the required affidavit to said Board to show evidence of said compliance.

I HEREBY CERTIFY THAT THIS IS A TRUE COPY OF THE
RESOLUTION PASSED AT THE MEETING HELD ON SEPTEMBER 26, 2013

Gerald A. White, Chairman

GROUP AFFIDAVIT FORM
CERTIFICATION OF BOARD OF FUND COMMISSIONERS

of the

GLOUCESTER COUNTY INSURANCE COMMISSION

We members of the BOARD OF COMMISSIONERS of the Camden County Insurance Commission, of full age, being duly sworn according to law, upon our oath depose and say:

1.) We are duly elected members of the BOARD OF COMMISSIONERS of the Camden County Insurance Commission.

2.) In the performance of our duties, and pursuant to the Local Finance Board Regulation, we have familiarized ourselves with the contents of the Annual Fund Audit filed with the Secretary of the Fund pursuant to N.J.S.A. 40A:5-6 and N.J.S.A. 40A:10-36 for the year 2012.

3.) We certify that we have personally reviewed and are familiar with, as a minimum, the sections of the Annual Report of Audit entitled:

GENERAL COMMENTS – RECOMMENDATIONS

(L.S.)

(L.S.)

(L.S.)

Attest:

DEAN R. SIZEMORE
Vice Chairman

The Secretary of the Fund shall set forth the reason for the absence of signature of any members of the BOARD OF COMMISSIONERS.

Important: This certificate must be sent to the Division of Local Government Services, CN 803, Trenton, NJ 08625

**GLOUCESTER COUNTY
INSURANCE COMMISSION**

CORRECTIVE ACTION PLAN

FOR

AUDIT YEAR ENDING

DECEMBER 31, 2012

Financial Statement Finding

No Current Year Findings.

RESOLUTION NO. 55-13

**RESOLUTION AUTHORIZING ACCEPTANCE OF THE CORRECTIVE
ACTION PLAN FOR THE 2012 GLOUCESTER COUNTY INSURANCE
COMMISSION AUDIT**

WHEREAS, Local Finance Notice 92-15 requires that a Corrective Action Plan be approved and filed with the Division of Local Services for the Commission Audit for the year ending December 31, 2012; and

WHEREAS, this plan has been prepared and distributed to the Commissioners of the Gloucester County Insurance Commission; now, therefore,

BE IT RESOLVED, by the Commissioners of the County of Gloucester that the Corrective Action Plan for the Audit Year ending December 31, 2012; be approved and filed with the Division of Local Government and Services of the State of New Jersey.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on September 26, 2013.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

DEAN R. SIZEMORE, VICE CHAIRMAN

CLAIMS COMMITTEE CHARTER

**PROPOSED
CHARTER AMENDMENT
VOLUNTARY OFFERS
September 2013**

PURPOSE

The Gloucester County Insurance Commission (“GCIC”) recognizes that the timely, voluntary offers of appropriate claims constitutes a fundamentally significant objective to apprise and control costs.

It is, furthermore, recognized that certain claims require prompt and immediate consideration and action to be resolved. Thus, the GCIC has determined that there is a need to authorize the Third Party Administrator and Defense Counsel to have authority to enter into Voluntary Offers of certain claims in a timely and cost-effective manner.

AUTHORITY

1. With respect to the prospective Voluntary Offer of pending claims involving the GCIC, the Third Party Administrator shall conduct a comprehensive review of each claim as well as the total proposed settlement amount.
2. The Third Party Administrator shall have total payment authority up to the PARS specified on each claim, inclusive of attorney’s fees and costs, on behalf of the GCIC.
3. Additionally, the Third Party Administrator shall proffer a comprehensive report to the Claims Committee of any such Voluntary Offers at the next scheduled monthly meeting of the GCIC’s Claims Committee.
4. With respect to the prospective Voluntary Offers of pending claims that exceed PARS specified on each claim, inclusive of attorney’s fees and costs, the GCIC’s Claims Committee shall review and recommend for approval or denial of payment authority requests relative to same.

RESOLUTION NO. 56-13

GLOUCESTER COUNTY INSURANCE COMMISSION

**RESOLUTION AUTHORIZING THE AMENDMENT OF THE CHARTER
VOLUNTARY OFFERS**

WHEREAS, the GLOUCESTER COUNTY INSURANCE COMMISSION (hereinafter “GCIC”) is duly constituted as a joint insurance fund;

WHEREAS, there exists a need for GCIC and the Committee to amend the Charter to authorize the Third Party Administrator and Defense Counsel to have authority to enter into Voluntary Offers of certain claims in a timely and cost-effective manner.

WHEREAS, the Third Party Administrator and Defense Counsel shall have the authority to:

1. With respect to the prospective Voluntary Offers of pending claims involving the GCIC, the Third Party Administrator shall conduct a comprehensive review of each claim as well as the total proposed settlement amount;
2. The Third Party Administrator shall have total payment authority up to the PARS specified on each claim, inclusive of attorney’s fees and costs, on behalf of the GCIC;
3. The Third Party Administrator shall proffer a comprehensive report to the Claims Committee of any such Voluntary Offers at the next scheduled monthly meeting of the GCIC’s Claims Committee; and
4. With respect to the prospective Voluntary Offers of pending claims that exceed PARS specified on each claim, inclusive of attorney’s fees and costs, the GCIC’s Claims Committee shall review and recommend for approval or denial of payment authority requests relative to same.

NOW THEREFORE BE IT RESOLVED that:

1. GCIC has approved the amendment of the Charter to allow the Third Party Administrator and Defense Counsel to have authority to enter into Voluntary Offers

and

2. The Committee has approved the amendment.

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on September 26, 2013

ADOPTED:

BY: _____
GERALD A. WHITE, CHAIRMAN

ATTEST:

DEAN R. SIZEMORE, VICE CHAIRMAN

Gloucester County Insurance Commission Certificate of Insurance Monthly Report

Monday, September 16, 2013

From 7/22/13 to 9/15/13

Holder (H) / Insured Name (I)	Holder / Insured Address	Code	Operations	Date	Coverage
GCIC					
H- Gloucester County Institute of Technology I- County of Gloucester	1360 Tanyard Rd Deptford, NJ 08096 2 South Broad Street Woodbury, NJ 08096	12	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.	8/26/2013	GL EX AU WC
H- NJ Police Training Commission I- Gloucester County College	PO Box 085 Trenton, NJ 08625 1400 Tanyard Road Sewell, NJ 08080	219	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding the police academy recertification.	9/4/2013	GL EX AU WC
H- Deptford Township School District I- Gloucester County College	2022 Good Intent Rd. Deptford, NJ 08096 1400 Tanyard Road Sewell, NJ 08080	229	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement with respects to (SEE PAGE 2)	9/13/2013	GL EX AU WC
H- Chestnut Ridge School I- County of Gloucester	641 Hurffville-Cross Keys Rd Sewell, NJ 08080 2 South Broad Street Woodbury, NJ 08096	238	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.	8/26/2013	GL EX AU WC
H- Westville Board of Education & I- County of Gloucester	Westville School District c/p Parkview Elementary School 101 Birch Street Westville, NJ 08093 2 South Broad Street Woodbury, NJ 08096	239	Evidence of insurance. All operations usual to County Governmental Entity as respects to the Gloucester County Department of Health & Senior Services staff administering season flu shots October 24, 2013. CLD	8/12/2013	WC
H- Westville Board of Education & I- County of Gloucester	Westville School District c/p Parkview Elementary School 101 Birch Street Westville, NJ 08093 2 South Broad Street Woodbury, NJ 08096	239	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)	8/12/2013	GL AU EX MM

H- Paulsboro Board of Education & Paulsboro School District I- County of Gloucester	c/o Paulsboro High School 662 N. Delaware Street Paulsboro, NJ 08066 2 South Broad Street Woodbury, NJ 08096	240	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)	8/12/2013 GL AU EX MM
H- Paulsboro Board of Education & Paulsboro School District I- County of Gloucester	c/o Paulsboro High School 662 N. Delaware Street Paulsboro, NJ 08066 2 South Broad Street Woodbury, NJ 08096	240	Evidence of insurance. All operations usual to County Governmental Entity as respects to Gloucester County Department of Health & Senior Services staff administering seasonal flu shots October 26, 2013. CLD	8/12/2013 WC
H- Paulsboro Board of Education & Paulsboro School District I- County of Gloucester	c/o Paulsboro High School 662 N. Delaware Street Paulsboro, NJ 08066 2 South Broad Street Woodbury, NJ 08096	240	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)	8/30/2013 GL AU EX, MM
H- Paulsboro Board of Education & Paulsboro School District I- County of Gloucester	c/o Paulsboro High School 662 N. Delaware Street Paulsboro, NJ 08066 2 South Broad Street Woodbury, NJ 08096	240	Evidence of insurance. All operations usual to County Governmental Entity as respects to the Gloucester County Department of Health, Senior & Disability Services - Division of Health Services staff will be administering seasonal flu shots on site at the Paulsboro High School, Paulsboro School District on Saturday, October 26, 2013.	8/30/2013 WC
H- Delaware Valley Safety Council I- Gloucester County College	Po Box 158 Gibbstown, NJ 08027 1400 Tanyard Road Sewell, NJ 08080	356	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement. (SEE PAGE 2)	7/31/2013 GL EX AU WC
H- County of Camden, The State of New Jersey and WC I- Gloucester County College	The Camden County Workforce Investment Board Markkress Road, Suite 101 Cherry Hill, NJ 08003 1400 Tanyard Road Sewell, NJ 08080	357	Certificate holder and the State of New Jersey, and the County of Camden 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 (SEE PAGE 2)	7/26/2013 GL EX AU
H- Pet Valu I- County of Gloucester	141 Bridgeton Pike Mullica Hill, NJ 08062 2 South Broad Street Woodbury, NJ 08096	489	Evidence of insurance. All operations usual to County Governmental Entity as respects to "cats only" animal adoptions. (SEE PAGE 2) CLD	8/7/2013 GL EX AU WC
H- Miller Auto Leasing dba I- County of Gloucester	Miller Truck Leasing Co PO Box 619 Lumberton, NJ 08048 2 South Broad Street Woodbury, NJ 08096	566	Certificate holder is included as additional insured ATIMA for Auto and Excess Liability pursuant to the terms, conditions, limitations and exclusions of the JIF Casualty Insurance Policy only and as loss payee with respects to all leased, rented or substituted vehicles. CLD	7/29/2013 AU EX PHYS

H- County of Gloucester, Board of Chosen Freeholders, PO Box 337 Woodbury, It's Department & Agencies, etal I- Gloucester County Improvement Authority	NJ 08096 109 Budd Boulevard Woodbury, NJ 08096	821	Certificate holder is additional insured where obligated by virtue 8/15/2013 GL EX AU WC of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)
H- New Jersey Historical Commission I- Gloucester County College	Department of State 225 State Street, PO Box 305 Trenton, NJ 08625 1400 Tanyard Road Sewell, NJ 08080	826	Evidence of insurance. All operations usual to County 9/10/2013 GL EX AU WC Governmental Entity regarding the FY14 grantor the New Jersey Historical Commission for the development of local history in Gloucester County. (SEE PAGE 2)
H- County of Camden, The State of New Jersey and I- Gloucester County College	The Camden County Workforce Investment Board 111Markkress Road, Suite 101 Cherry Hill, NJ 08003 1400 Tanyard Road Sewell, NJ 08080	849	Evidence of Insurance for Training with respects to One Stop 8/2/2013 GL EX AU WC Center Student Training Program. CLD (SEE PAGE 2)
H- Monroe Township Board of Education I- Gloucester County College	75 East Academy Street Williamston, NJ 08094 1400 Tanyard Road Sewell, NJ 08080	855	Certificate holder is additional insured where obligated by virtue 8/7/2013 GL EX AU WC 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 (SEE PAGE 2)
H- Logan Township I- County of Gloucester	c/o Logan Township Municipal Building 125 Main Street Bridgeport, New Jersey 08014 2 South Broad Street Woodbury, NJ 08096	859	Evidence of insurance. All operations usual to County 8/12/2013 WC Governmental Entity as respects to the Gloucester County Department of Health & Senior Services staff administering season flu shots October 15, 2013. CLD
H- Logan Township MM I- County of Gloucester	c/o Logan Township Municipal Building 125 Main Street Bridgeport, New Jersey 08014 2 South Broad Street Woodbury, NJ 08096	859	Certificate holder is additional insured where obligated by virtue 8/12/2013 GL, AU, EX, of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)
H- Logan Township MM I- County of Gloucester	c/o Logan Township Municipal Building 125 Main Street Bridgeport, New Jersey 08014 2 South Broad Street Woodbury, NJ 08096	859	Certificate holder is additional insured where obligated by virtue 8/30/2013 GL, AU, EX, of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)

H- Logan Township I- County of Gloucester	c/o Logan Township Municipal Building 125 Main Street Bridgeport, New Jersey 08014 2 South Broad Street Woodbury, NJ 08096	859	Evidence of insurance. All operations usual to County Governmental Entity as respects to the Gloucester County Department of Health, Senior & Disability Services- Division of Health Services staff, will be administering seasonal flu shots on site at the Logan Township Municipal Building in Bridgeport, NJ, Logan Township, on Tuesday, October 15, 2013. CLD	8/30/2013 WC
H- NJ Transit I- County of Gloucester	One Penn Plaza East Newark, NJ 07105-2246 2 South Broad Street Woodbury, NJ 08096	869	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)	8/29/2013 GL EX AU WC
H- NJ Transit I- County of Gloucester	One Penn Plaza East Newark, NJ 07105-2246 2 South Broad Street Woodbury, NJ 08096	869	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)	8/30/2013 GL EX AU WC
H- NJ Transit I- County of Gloucester	One Penn Plaza East Newark, NJ 07105-2246 2 South Broad Street Woodbury, NJ 08096	869	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 regarding (SEE PAGE 2)	8/30/2013 AU EX PHYS
H- Broadway Stages I- Gloucester County College	400 N Glassboro Rd. Pitman, NJ 08071 1400 Tanyard Road Sewell, NJ 08080	870	Certificate holder is additional insured where obligated by virtue of a written contract or written mutual aid agreement or other written agreement with the Named Assured, but only in respect to acts or operations by or on behalf of the Named Assured, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement regarding (SEE PAGE 2)	8/30/2013 GL EX AU WC
H- NJ Department of Children and Families I- Gloucester County College	Office of Licensing PO Box 717 Trenton, NJ 08625-717 1400 Tanyard Road Sewell, NJ 08080	871	Evidence of Insurance with respects to a monitoring visit from the Department of Children and Families at the Early Childhood Ed Center SEE PAGE 2)	8/30/2013GL EX AU WC
H- Williamstown High School I- Gloucester County College	700 N Tuckahoe Rd Williamstown, NJ 08094 1400 Tanyard Road Sewell, NJ 08080	873	Evidence of Insurance with respects to General Psychology Night Class at Williamstown High School. (SEE PAGE 2)	9/5/2013 GL EX AU WC

Total # of Holders = 28

GLOUCESTER COUNTY INSURANCE COMMISSION

Property and Casualty Division

FINANCIAL FAST TRACK REPORT

AS OF JUNE 30, 2013

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	485,867	2,872,620	15,285,457	18,158,077
2. CLAIM EXPENSES				
Paid Claims	120,357	761,678	3,275,702	4,037,380
Case Reserves	(12,087)	318,223	2,047,907	2,366,130
IBNR	15,731	243,635	1,300,793	1,544,428
Discounted Claim Value	989	(30,016)	(230,743)	(260,759)
Total Claims	124,990	1,293,520	6,393,659	7,687,179
3. EXPENSES				
Excess Premiums	220,292	1,279,169	6,317,573	7,596,742
Administrative	48,104	288,509	1,613,210	1,901,719
Total Expenses	268,396	1,567,678	7,930,783	9,498,461
4. UNDERWRITING PROFIT (1-2-3)	92,481	11,422	961,015	972,437
5. INVESTMENT INCOME	-	-	7,237	7,237
6. PROFIT (4+5)	92,481	11,422	968,252	979,674
7. INVESTMENT IN JOINT VENTURE	4,538	194,524	620,916	815,440
8. SURPLUS (6+7)	97,019	205,946	1,589,168	1,795,114

SURPLUS (DEFICITS) BY FUND YEAR

2010	(28,082)	(140,776)	449,887	309,112
2011	17,572	(23,716)	399,123	375,407
2012	82,106	173,363	740,158	913,521
2013	25,423	197,075	-	197,075
TOTAL	97,019	205,946	1,589,168	1,795,114

CLAIM ANALYSIS BY FUND YEAR

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
FUND YEAR 2010				
Paid Claims	11,365	184,879	1,457,205	1,642,084
Case Reserves	20,563	(7,596)	392,928	385,332
IBNR	2,073	(21,704)	81,564	59,860
Discounted Claim Value	(1,258)	3,779	(29,703)	(25,924)
Total Claims	32,743	159,358	1,901,994	2,061,352
FUND YEAR 2011				
Paid Claims	33,566	123,133	1,330,572	1,453,705
Case Reserves	(15,967)	45,644	917,567	963,211
IBNR	(34,599)	(69,842)	254,566	184,724
Discounted Claim Value	3,856	4,492	(76,275)	(71,783)
Total Claims	(13,144)	103,427	2,426,430	2,529,857
FUND YEAR 2012				
Paid Claims	38,135	221,168	487,925	709,093
Case Reserves	(76,313)	(119,772)	737,411	617,639
IBNR	(49,821)	(309,375)	964,663	655,288
Discounted Claim Value	10,273	39,904	(124,764)	(84,860)
Total Claims	(77,726)	(168,075)	2,065,235	1,897,160
FUND YEAR 2013				
Paid Claims	37,292	232,498	-	232,498
Case Reserves	59,631	399,947	-	399,947
IBNR	98,078	644,556	-	644,556
Discounted Claim Value	(11,883)	(78,191)	-	(78,191)
Total Claims	183,118	1,198,810	-	1,198,810
COMBINED TOTAL CLAIMS	124,990	1,293,520	6,393,659	7,687,179

Claim Reserves have been discounted on line 2 above. Equity in NJCEL is reflected in line 7 above

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by an actuary and as such may not truly represent the condition of the fund.

GLOUCESTER COUNTY INSURANCE COMMISSION

Property and Casualty Division

FINANCIAL FAST TRACK REPORT

AS OF JULY 31, 2013

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	478,770	3,351,389	15,285,457	18,636,846
2. CLAIM EXPENSES				
Paid Claims	86,028	847,706	3,275,702	4,123,408
Case Reserves	54,515	372,738	2,047,907	2,420,645
IBNR	4,455	248,090	1,300,793	1,548,883
Discounted Claim Value	(3,963)	(33,979)	(230,743)	(264,722)
Total Claims	141,035	1,434,555	6,393,659	7,828,214
3. EXPENSES				
Excess Premiums	213,195	1,492,364	6,317,573	7,809,937
Administrative	49,167	337,676	1,613,210	1,950,886
Total Expenses	262,361	1,830,040	7,930,783	9,760,823
4. UNDERWRITING PROFIT (1-2-3)	75,373	86,795	961,015	1,047,810
5. INVESTMENT INCOME	-	-	7,237	7,237
6. PROFIT (4+5)	75,373	86,795	968,252	1,055,047
7. INVESTMENT IN JOINT VENTURE	27,777	222,301	620,916	843,217
8. SURPLUS (6+7)	103,150	309,096	1,589,168	1,898,264

SURPLUS (DEFICITS) BY FUND YEAR

2010	(457)	(141,233)	449,887	308,654
2011	(3,876)	(27,592)	399,123	371,531
2012	44,429	217,792	740,158	957,950
2013	63,055	260,129	-	260,129
TOTAL	103,150	309,096	1,589,168	1,898,264

CLAIM ANALYSIS BY FUND YEAR

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
FUND YEAR 2010				
Paid Claims	4,452	189,331	1,457,205	1,646,536
Case Reserves	(2,329)	(9,926)	392,928	383,002
IBNR	(2,123)	(23,827)	81,564	57,737
Discounted Claim Value	226	4,006	(29,703)	(25,697)
Total Claims	226	159,584	1,901,994	2,061,578
FUND YEAR 2011				
Paid Claims	42,478	165,611	1,330,572	1,496,183
Case Reserves	(49,043)	(3,399)	917,567	914,168
IBNR	6,565	(63,277)	254,566	191,289
Discounted Claim Value	3,321	7,813	(76,275)	(68,462)
Total Claims	3,321	106,748	2,426,430	2,533,178
FUND YEAR 2012				
Paid Claims	1,627	222,795	487,925	710,720
Case Reserves	2,281	(117,491)	737,411	619,920
IBNR	(53,909)	(363,284)	964,663	601,379
Discounted Claim Value	4,706	44,610	(124,764)	(80,154)
Total Claims	(45,295)	(213,370)	2,065,235	1,851,865
FUND YEAR 2013				
Paid Claims	37,471	269,969	-	269,969
Case Reserves	103,607	503,553	-	503,553
IBNR	53,922	698,478	-	698,478
Discounted Claim Value	(12,217)	(90,407)	-	(90,407)
Total Claims	182,783	1,381,593	-	1,381,593
COMBINED TOTAL CLAIMS	141,035	1,434,555	6,393,659	7,828,214

Claim Reserves have been discounted on line 2 above. Equity in NJCEL is reflected in line 7 above

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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 JUNE 30, 2013

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	1,125,351	6,496,846	23,215,876	29,712,722
2. CLAIM EXPENSES				
Paid Claims	2,025	21,996	38,135	60,131
Case Reserves	(2,039)	(899,181)	1,586,109	686,928
IBNR	160,012	1,721,184	3,911,756	5,632,940
Discounted Claim Value	(11,364)	(53,737)	(889,400)	(943,137)
Total Claims	148,634	790,262	4,646,600	5,436,862
3. EXPENSES				
Excess Premiums	900,622	4,382,784	14,657,878	19,040,662
Administrative	76,640	531,850	1,791,676	2,323,526
Total Expenses	977,262	4,914,633	16,449,554	21,364,187
4. UNDERWRITING PROFIT (1-2-3)	(546)	791,950	2,119,722	2,911,672
5. INVESTMENT INCOME	3,488	19,935	90,035	109,970
6. STATUTORY PROFIT (4+5)	2,942	811,884	2,209,757	3,021,641
7. DIVIDEND	-	-	-	-
8. STATUTORY SURPLUS (6-7)	2,942	811,884	2,209,757	3,021,641

SURPLUS (DEFICITS) BY FUND YEAR

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
2010	12,828	51,102	547,604	598,706
2011	15,286	275,136	770,829	1,045,965
2012	19,669	23,748	891,324	915,072
2013	(44,842)	461,898	-	461,898
TOTAL	2,942	811,884	2,209,757	3,021,641

CLAIM ANALYSIS BY FUND YEAR

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
FUND YEAR 2010				
Paid Claims	-	-	-	-
Case Reserves	(3)	(177,173)	178,182	1,009
IBNR	(14,997)	116,173	752,818	868,991
Discounted Claim Value	2,505	12,326	(128,786)	(116,460)
Total Claims	(12,495)	(48,674)	802,214	753,540
FUND YEAR 2011				
Paid Claims	-	-	-	-
Case Reserves	(4)	(700,009)	700,025	16
IBNR	(19,996)	345,009	1,174,975	1,519,984
Discounted Claim Value	5,310	84,205	(299,125)	(214,920)
Total Claims	(14,690)	(270,795)	1,575,875	1,305,080
FUND YEAR 2012				
Paid Claims	2,025	21,996	38,135	60,131
Case Reserves	(2,032)	(22,006)	707,902	685,896
IBNR	(29,995)	(59,991)	1,983,963	1,923,972
Discounted Claim Value	11,126	41,982	(461,489)	(419,507)
Total Claims	(18,876)	(18,019)	2,268,511	2,250,492
FUND YEAR 2013				
Paid Claims	-	-	-	-
Case Reserves	-	7	-	7
IBNR	225,000	1,319,993	-	1,319,993
Discounted Claim Value	(30,305)	(192,250)	-	(192,250)
Total Claims	194,695	1,127,750	-	1,127,750
COMBINED TOTAL CLAIMS	148,634	790,262	4,646,600	5,436,862

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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 JULY 31, 2013

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	1,082,808	7,579,653	23,215,876	30,795,529
2. CLAIM EXPENSES				
Paid Claims	4,742	26,738	38,135	64,873
Case Reserves	(4,738)	(903,919)	1,586,109	682,190
IBNR	149,997	1,871,181	3,911,756	5,782,937
Discounted Claim Value	(14,621)	(68,358)	(889,400)	(957,758)
Total Claims	135,380	925,642	4,646,600	5,572,242
3. EXPENSES				
Excess Premiums	730,464	5,113,247	14,657,878	19,771,125
Administrative	76,416	608,265	1,791,676	2,399,941
Total Expenses	806,879	5,721,513	16,449,554	22,171,067
4. UNDERWRITING PROFIT (1-2-3)	140,548	932,498	2,119,722	3,052,220
5. INVESTMENT INCOME	2,476	22,411	90,035	112,446
6. STATUTORY PROFIT (4+5)	143,025	954,909	2,209,757	3,164,666
7. DIVIDEND	-	-	-	-
8. STATUTORY SURPLUS (6-7)	143,025	954,909	2,209,757	3,164,666

SURPLUS (DEFICITS) BY FUND YEAR

2010	(634)	50,468	547,604	598,072
2011	(1,918)	273,218	770,829	1,044,047
2012	(3,889)	19,860	891,324	911,184
2013	149,466	611,364	-	611,364
TOTAL	143,025	954,909	2,209,757	3,164,666

CLAIM ANALYSIS BY FUND YEAR

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
FUND YEAR 2010				
Paid Claims	-	-	-	-
Case Reserves	-	(177,173)	178,182	1,009
IBNR	-	116,173	752,818	868,991
Discounted Claim Value	870	13,196	(128,786)	(115,590)
Total Claims	870	(47,804)	802,214	754,410
FUND YEAR 2011				
Paid Claims	-	-	-	-
Case Reserves	-	(700,009)	700,025	16
IBNR	-	345,009	1,174,975	1,519,984
Discounted Claim Value	2,340	86,545	(299,125)	(212,580)
Total Claims	2,340	(268,455)	1,575,875	1,307,420
FUND YEAR 2012				
Paid Claims	4,742	26,738	38,135	64,873
Case Reserves	(4,741)	(26,747)	707,902	681,155
IBNR	-	(59,991)	1,983,963	1,923,972
Discounted Claim Value	4,449	46,431	(461,489)	(415,058)
Total Claims	4,450	(13,569)	2,268,511	2,254,942
FUND YEAR 2013				
Paid Claims	-	-	-	-
Case Reserves	3	10	-	10
IBNR	149,997	1,469,990	-	1,469,990
Discounted Claim Value	(22,280)	(214,530)	-	(214,530)
Total Claims	127,720	1,255,470	-	1,255,470
COMBINED TOTAL CLAIMS	135,380	925,642	4,646,600	5,572,242

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by an actuary and as such may not truly represent the condition of the fund.

GLOUCESTER COUNTY INSURANCE COMMISSION
HEALTH INSURANCE DIVISION
FINANCIAL FAST TRACK REPORT

6

AS OF JUNE 30, 2013

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	56,036	334,334	80,690,345	81,024,679
2. CLAIM EXPENSES				
Paid Claims	63,438	374,324	71,661,815	72,036,139
IBNR	2,209	(27,927)	90,450	62,523
Total Claims	65,647	346,397	71,752,265	72,098,662
3. EXPENSES				
Excess Premiums	-	-	3,585,466	3,585,466
Administrative	10,202	61,220	5,222,257	5,283,477
Total Expenses	10,202	61,220	8,807,723	8,868,943
4. UNDERWRITING PROFIT (1-2-3)	(19,813)	(73,283)	130,357	57,074
5. INVESTMENT INCOME	1	5	7,129	7,134
6. STATUTORY PROFIT (4+5)	(19,812)	(73,278)	137,486	64,208
9. STATUTORY SURPLUS (6+7-8)	(19,812)	(73,278)	137,486	64,208

SURPLUS (DEFICITS), CASH, BY FUND YEAR

2010 SURPLUS	0	2	1,909,064	1,909,066
CASH	0	2	1,933,554	1,933,556
2011 SURPLUS	0	2	(1,613,514)	(1,613,512)
CASH	0	2	(1,455,126)	(1,455,124)
2012 SURPLUS	(27,199)	(14,153)	(158,064)	(172,217)
CASH	(27,199)	17,917	(78,793)	(60,876)
2013 SURPLUS	7,386	(59,129)	-	(59,129)
CASH	4,639	20,124	-	20,124
TOTAL SURPLUS	(19,812)	(73,278)	137,486	64,208
TOTAL CASH	(22,559)	38,045	399,635	437,680

CLAIM ANALYSIS BY FUND YEAR

FUND YEAR 2010				
Paid Claims	-	-	22,524,075	22,524,075
IBNR	-	-	-	-
Total Claims	-	-	22,524,075	22,524,075
FUND YEAR 2011				
Paid Claims	-	-	34,451,946	34,451,946
IBNR	-	-	-	-
Total Claims	-	-	34,451,946	34,451,946
FUND YEAR 2012				
Paid Claims	27,199	79,604	14,685,794	14,765,398
IBNR	-	(65,450)	90,450	25,000
Total Claims	27,199	14,154	14,776,244	14,790,398
FUND YEAR 2013				
Paid Claims	36,239	294,720	-	294,720
IBNR	2,209	37,523	-	37,523
Total Claims	38,448	332,243	-	332,243
COMBINED TOTAL CLAIMS	65,647	346,397	71,752,265	72,098,662

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by an actuary and as such may not truly represent the condition of the fund.

GLOUCESTER COUNTY INSURANCE COMMISSION
HEALTH INSURANCE DIVISION
FINANCIAL FAST TRACK REPORT

AS OF JULY 31, 2013

ALL YEARS COMBINED

	THIS MONTH	YTD CHANGE	PRIOR YEAR END	FUND BALANCE
1. UNDERWRITING INCOME	55,829	390,163	80,690,345	81,080,508
2. CLAIM EXPENSES				
Paid Claims	31,862	406,186	71,661,815	72,068,001
IBNR	2,040	(25,887)	90,450	64,563
Total Claims	<u>33,902</u>	<u>380,299</u>	<u>71,752,265</u>	<u>72,132,564</u>
3. EXPENSES				
Excess Premiums	-	-	3,585,466	3,585,466
Administrative	10,165	71,385	5,222,257	5,293,642
Total Expenses	<u>10,165</u>	<u>71,385</u>	<u>8,807,723</u>	<u>8,879,108</u>
4. UNDERWRITING PROFIT (1-2-3)	11,762	(61,521)	130,357	68,836
5. INVESTMENT INCOME	1	6	7,129	7,135
6. STATUTORY PROFIT (4+5)	11,763	(61,515)	137,486	75,971
9. STATUTORY SURPLUS (6+7-8)	11,763	(61,515)	137,486	75,971

SURPLUS (DEFICITS), CASH, BY FUND YEAR

2010 SURPLUS	0	2	1,909,064	1,909,066
CASH	1	3	1,933,554	1,933,557
2011 SURPLUS	0	2	(1,613,514)	(1,613,512)
CASH	0	2	(1,455,126)	(1,455,124)
2012 SURPLUS	4,357	(9,796)	(158,064)	(167,860)
CASH	4,357	22,274	(78,793)	(56,519)
2013 SURPLUS	7,405	(51,724)	-	(51,724)
CASH	9,386	29,510	-	29,510
TOTAL SURPLUS	11,763	(61,515)	137,486	75,971
TOTAL CASH	13,744	51,789	399,635	451,424

CLAIM ANALYSIS BY FUND YEAR

FUND YEAR 2010				
Paid Claims	-	-	22,524,075	22,524,075
IBNR	-	-	-	-
Total Claims	<u>-</u>	<u>-</u>	<u>22,524,075</u>	<u>22,524,075</u>
FUND YEAR 2011				
Paid Claims	-	-	34,451,946	34,451,946
IBNR	-	-	-	-
Total Claims	<u>-</u>	<u>-</u>	<u>34,451,946</u>	<u>34,451,946</u>
FUND YEAR 2012				
Paid Claims	(4,357)	75,247	14,685,794	14,761,041
IBNR	-	(65,450)	90,450	25,000
Total Claims	<u>(4,357)</u>	<u>9,797</u>	<u>14,776,244</u>	<u>14,786,041</u>
FUND YEAR 2013				
Paid Claims	36,219	330,938	-	330,938
IBNR	2,040	39,563	-	39,563
Total Claims	<u>38,259</u>	<u>370,502</u>	<u>-</u>	<u>370,502</u>
COMBINED TOTAL CLAIMS	33,902	380,299	71,752,265	72,132,564

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NEW JERSEY COUNTIES EXCESS
JOINT INSURANCE FUND

LIABILITY AND WORKERS' COMPENSATION COST CONTAINMENT

strategies

Best practices workshop series brought to you by
THE JOINT COMMISSION'S CLAIMS COMMITTEES

DATE **Tuesday, October 1, 2013**

TIME 8:30am - 9:00am Registration
9:00am - 12:30pm Seminar
12:30pm - 1:30pm Q&A, Lunch & Networking

LOCATION **Conner Strong & Buckelew**
Buckelew Conference Center
40 Lake Center Executive Park
401 Route 73 North, Suite 300
Marlton, NJ 08053

WORKSHOP SUMMARY



Introductions and Opening Remarks
Michele M. Leighton, AIC
Vice President, Senior Claim Consultant
Conner Strong & Buckelew



A Look Back: Review of Collective Key Accomplishments

Joseph P. Hrubash
*Vice President, Insurance Commission Executive Director
PERMA Risk Management Services*



Tort Liability Under Title 59

Joseph A. Nardi, III, Esquire
*Partner
Brown & Connery, LLP*



Small Group Break-Out Session - Notice of Tort Claim Procedures

Robyn D.H. Walcoff, Esquire
*Claim Consultant
Conner Strong & Buckelew*



Lauren D. Coleman
*Associate Claim Consultant
Conner Strong & Buckelew*



Risk Control - Overview of BRIT Insurance TEAM™ Platform

Joanne D. Hall
*Public Sector Director
J.A. Montgomery Risk Control*



David McHale
*Public Sector Director
J.A. Montgomery Risk Control*



Top Ten Defenses in New Jersey Workers' Compensation

Christopher J. Saracino, Esquire
*Partner
Pietras Saracino Smith & Meeks LLP*

QUESTIONS? Contact Alison Grohe (267) 702-1469





CLIENT ACTIVITY REPORT

AUGUST 2013

GCHIC - Gloucester County Health Insurance Commission

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

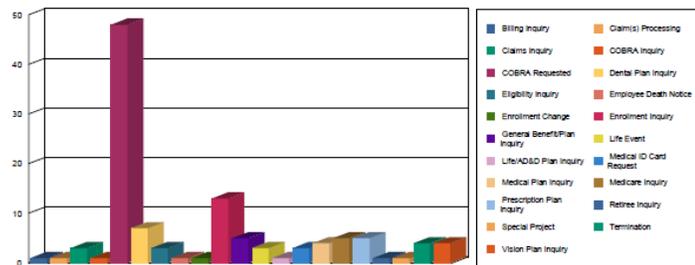


CLIENT ACTIVITY SUMMARY REPORT

From: 8/1/2013 To: 8/31/2013

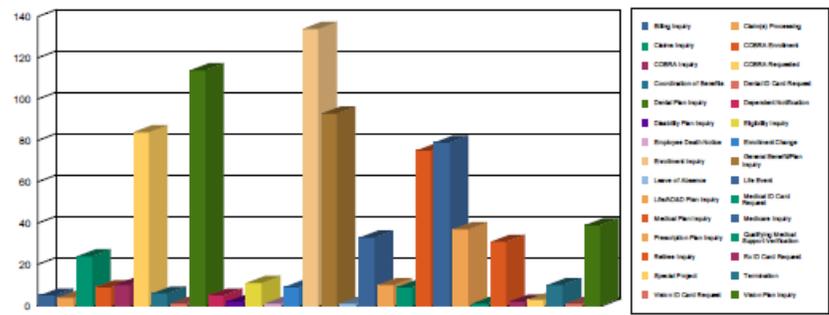
GCHIC - Gloucester County Health Insurance Commission

SUBJECT (AUGUST)	# of Issues
Billing Inquiry	1
Claim(s) Processing	1
Claims Inquiry	3
COBRA Inquiry	1
COBRA Requested	48
Dental Plan Inquiry	7
Eligibility Inquiry	3
Employee Death Notice	1
Enrollment Change	1
Enrollment Inquiry	13
General Benefit/Plan Inquiry	5
Life Event	3
Life/AD&D Plan Inquiry	1
Medical ID Card Request	3
Medical Plan Inquiry	4
Medicare Inquiry	5
Prescription Plan Inquiry	5
Retiree Inquiry	1
Special Project	1
Termination	4
Vision Plan Inquiry	4
Total for Subject	115



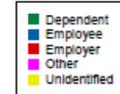
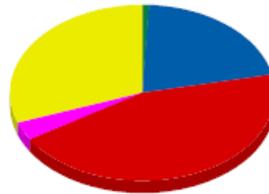
SUBJECT (YTD)	# of Issues
Billing Inquiry	5
Claim(s) Processing	4
Claims Inquiry	24
COBRA Enrollment	9
COBRA Inquiry	10
COBRA Requested	84
Coordination of Benefits	6
Dental ID Card Request	1
Dental Plan Inquiry	114
Dependent Notification	5
Disability Plan Inquiry	2
Eligibility Inquiry	11
Employee Death Notice	1
Enrollment Change	9
Enrollment Inquiry	134
General Benefit/Plan Inquiry	93
Leave of Absence	1
Life Event	33
Life/AD&D Plan Inquiry	10
Medical ID Card Request	9
Medical Plan Inquiry	75
Medicare Inquiry	79
Prescription Plan Inquiry	37
Qualifying Medical Support Verification	1
Retiree Inquiry	31
Rx ID Card Request	2
Special Project	3
Termination	10
Vision ID Card Request	1
Vision Plan Inquiry	39

Total for Subject 843



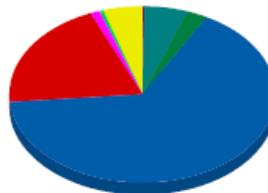
CALL SOURCE (AUGUST)

	<u># of Issues</u>
Dependent	1
Employee	24
Employer	51
Other	4
Unidentified	35
Total for Call Source	115



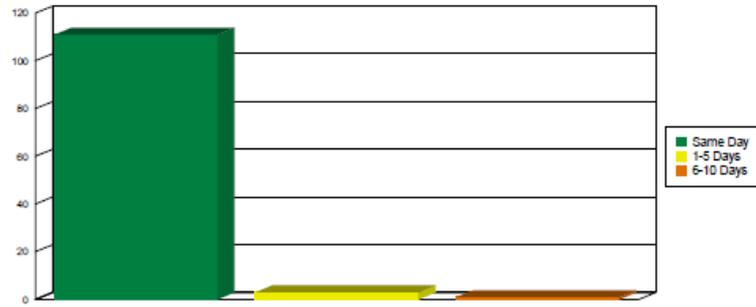
CALL SOURCE (YTD)

	<u># of Issues</u>
Broker/Consultant	2
Carrier	44
Dependent	22
Employee	553
Employer	169
Other	9
Plan Administrator	1
Provider	4
Unidentified	39
Total for Call Source	843



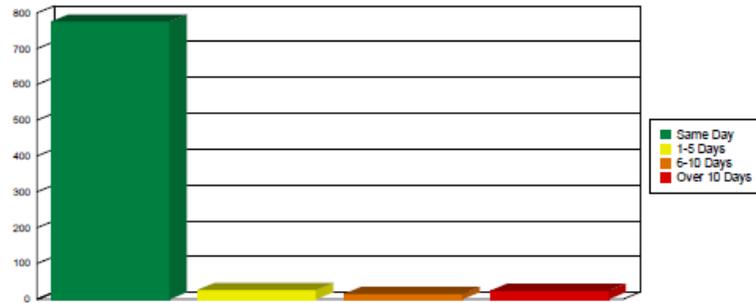
CLOSED TIME (AUGUST)

	<u># of Days</u>	<u>%</u>
Same Day	111	97%
1-5 Days	3	3%
6-10 Days	1	1%
<hr/>		
Total for Time Range	115	100%



CLOSED TIME (YTD)

	<u># of Days</u>	<u>%</u>
Same Day	776	92%
1-5 Days	26	3%
6-10 Days	15	2%
Over 10 Days	24	3%
<hr/>		
Total for Time Range	841	100%



**GLOUCESTER COUNTY INSURANCE COMMISSION
BILLS LIST**

**Resolution No. 58-13
CONFIRMATION OF PAYMENT**

AUGUST

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

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

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

FUND YEAR 2013

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000107			
000107	INSERVCO INSURANCE SERVICES	CLAIMS ADMIN - 08/2013	6,458.33
			6,458.33
000108			
000108	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 08/2013	10,934.48
			10,934.48
000109			
000109	HARDENBERGH INSURANCE GROUP	UNDERWRITING MANAGER FEE 08/2013	4,680.00
			4,680.00
000110			
000110	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICE FEE 08/2013	625.00
			625.00
000111			
000111	COURIER-POST	ACCT 91699CP - 8/7/13 ADV AUG CANCEL CP	7.26
000111	COURIER-POST	ACCT 91699CP - 8/7/13 - ADV SPEC MTG CP	6.60
			13.86
000112			
000112	GEMPLER'S	12 BREAKAWAY VEST - 7/17/2013	194.81
			194.81
000113			
000113	LONG MARMERO & ASSOCIATES, LLP	ATTORNEY FEE 08/2013	3,465.00
			3,465.00
000114			
000114	ROBERT SCOLPINO	REIMBURSE MEDICAL PRESCRIPTION 07/2013	1,047.64
			1,047.64
000115			
000115	VIOLA YEAGER	REIMBURSE MEDICAL PRESCRIPTION 07/2013	523.82
			523.82
000116			
000116	HARDENBERGH INSURANCE GROUP	RMC FEE 08/2013	21,320.00
			21,320.00
		TOTAL PAYMENTS FY 2013	49,262.94

TOTAL PAYMENTS ALL FUND YEARS \$49,262.94

Chairperson

Attest:

Dated: _____

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

Treasurer

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

**Resolution No. 59-13
CONFIRMATION OF PAYMENT**

AUGUST

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

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

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

FUND YEAR 2013

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
W0813			
W0813	CONNER STRONG & BUCKELEW	PERMA CONSULTING FEE 08/2013	5,076.50
W0813	CONNER STRONG & BUCKELEW	CSB CONSULTING FEE 08/2013	2,176.50
			7,253.00
		TOTAL PAYMENTS FY 2013	7,253.00

TOTAL PAYMENTS ALL FUND YEARS \$ 7,253.00

Chairperson

Attest:

Dated: _____

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

Treasurer

**GLOUCESTER COUNTY INSURANCE COMMISSION
BILLS LIST**

Resolution No. 60-13

SEPTEMBER 2013

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

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

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

FUND YEAR 2013

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
000117			
000117	INSERVCO INSURANCE SERVICES	CLAIMS ADMIN - 09/2013	6,458.33
			6,458.33
000118			
000118	PERMA RISK MANAGEMENT SERVICES	POSTAGE FEE 08/2013	2.72
000118	PERMA RISK MANAGEMENT SERVICES	EXECUTIVE DIRECTOR FEE 09/2013	10,934.48
			10,937.20
000119			
000119	HARDENBERGH INSURANCE GROUP	UNDERWRITING MANAGEMENT FEE 09/2013	4,680.00
			4,680.00
000120			
000120	THE ACTUARIAL ADVANTAGE	ACTUARIAL SERVICES FEE 09/2013	625.00
			625.00
000121			
000121	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 06/30/13	1,418.32
000121	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 05/31/13	1,792.66
000121	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 01/31/13	129.50
000121	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 03/31/13	2,094.14
000121	MARSHALL,DENNEHEY,WARNER,	LEGAL SERV FOR ANCILLARY COV - 04/30/13	2,163.00
			7,597.62
000123			
000123	LONG MARMERO & ASSOCIATES, LLP	ATTORNEY FEE 09/16/2013	2,025.00
			2,025.00
000124			
000124	VIOLA YEAGER	REIMBURSE MEDICAL, PTRESCRIPTION 08/2013	523.82
			523.82
000125			
000125	JOAN WALDRON	REIMBURSE MEDICAL,PREScription 08/2013	1,047.64
			1,047.64
000126			
000126	HARDENBERGH INSURANCE GROUP	RMC FEE 09/2013	21,320.00
			21,320.00
TOTAL PAYMENTS FY 2013			55,214.61
TOTAL PAYMENTS ALL FUND YEARS \$55,214.61			

Chairperson

Attest:

Dated: _____

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

Treasurer

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

Resolution No. 61-13

SEPTEMBER 2013

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

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

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

FUND YEAR 2013

<u>CheckNumber</u>	<u>VendorName</u>	<u>Comment</u>	<u>InvoiceAmount</u>
W0913			
W0913	CONNER STRONG & BUCKELEW	PERMA CONSULTING FEE 09/2013	5,085.50
W0913	CONNER STRONG & BUCKELEW	CSB CONSULTING FEE 09/2013	2,179.50
		TOTAL PAYMENTS FY 2013	7,265.00

TOTAL PAYMENTS ALL FUND YEARS \$ 7,265.00

Chairperson

Attest:

Dated: _____

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

Treasurer

SUMMARY OF CASH INVESTMENTS- JUNE

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS					
GLOUCESTER COUNTY INSURANCE COMMISSION					
ALL FUND YEARS COMBINED					
CURRENT MONTH	June				
CURRENT FUND YEAR	2013				
		Description:	Instrument #1	Instr #2	Instr #3
		ID Number:	GCIC Deposit	GCIC WC CI	GCIC Liability
		Maturity (Yrs)	0	0	0
		Purchase Yield:	0	0	0
		TOTAL for All			
		Accts & instruments			
Opening Cash & Investment Balance	\$4,260,826.72	4,378,218.47	(113,974.06)	(3,417.69)	
Opening Interest Accrual Balance	\$0.00	-	-	-	
1	Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	\$0.00
2	Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
3	(Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	\$0.00
4	Accretion	\$0.00	\$0.00	\$0.00	\$0.00
5	Interest Paid - Cash Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
6	Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
7	Unrealized Gain (Loss)	\$0.00	\$0.00	\$0.00	\$0.00
8	Net Investment Income	\$0.00	\$0.00	\$0.00	\$0.00
9	Deposits - Purchases	\$573,007.99	\$325,952.79	\$206,977.84	\$40,077.36
10	(Withdrawals - Sales)	(\$459,329.58)	(\$338,972.28)	(\$89,155.55)	(\$31,201.75)
	Ending Cash & Investment Balance	\$4,374,505.13	\$4,365,198.98	\$3,848.23	\$5,457.92
	Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	\$0.00
	Plus Outstanding Checks	\$135,095.72	\$78,931.99	\$29,603.97	\$26,559.76
	(Less Deposits in Transit)	(\$46,295.62)	\$0.00	(\$27,203.97)	(\$19,091.65)
	Balance per Bank	\$4,463,305.23	\$4,444,130.97	\$6,248.23	\$12,926.03

SUMMARY OF CASH INVESTMENTS- JULY

SUMMARY OF CASH AND INVESTMENT INSTRUMENTS				
GLOUCESTER COUNTY INSURANCE COMMISSION				
ALL FUND YEARS COMBINED				
CURRENT MONTH	July			
CURRENT FUND YEAR	2013			
	Description:	Instrument #1	Instr #2	Instr #3
	ID Number:	GCIC Deposit	GCIC WC Clai	GCIC Liability
	Maturity (Yrs)	0	0	0
	Purchase Yield:	0	0	0
	TOTAL for All			
	Accts & instruments			
Opening Cash & Investment Balance	\$4,374,505.13	4,365,198.98	3,848.23	5,457.92
Opening Interest Accrual Balance	\$0.00	-	-	-
1 Interest Accrued and/or Interest Cost	\$0.00	\$0.00	\$0.00	\$0.00
2 Interest Accrued - discounted Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
3 (Amortization and/or Interest Cost)	\$0.00	\$0.00	\$0.00	\$0.00
4 Accretion	\$0.00	\$0.00	\$0.00	\$0.00
5 Interest Paid - Cash Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
6 Interest Paid - Term Instr.s	\$0.00	\$0.00	\$0.00	\$0.00
7 Unrealized Gain (Loss)	\$0.00	\$0.00	\$0.00	\$0.00
8 Net Investment Income	\$0.00	\$0.00	\$0.00	\$0.00
9 Deposits - Purchases	\$139,748.44	\$54,900.00	\$72,429.63	\$12,418.81
10 (Withdrawals - Sales)	(\$239,084.78)	(\$153,056.34)	(\$73,609.63)	(\$12,418.81)
Ending Cash & Investment Balance	\$4,275,168.79	\$4,267,042.64	\$2,668.23	\$5,457.92
Ending Interest Accrual Balance	\$0.00	\$0.00	\$0.00	\$0.00
Plus Outstanding Checks	\$47,242.07	\$16,297.63	\$28,823.14	\$2,121.30
(Less Deposits in Transit)	\$0.00	\$0.00	\$0.00	\$0.00
Balance per Bank	\$4,322,410.86	\$4,283,340.27	\$31,491.37	\$7,579.22

SUMMARY OF CASH TRANSACTIONS - JUNE

GLOUCESTER COUNTY INSURANCE COMMISSION											
SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED											
Current Fund Year: 2013											
Month Ending: June											
	Prop	Liab	Auto	WC				NJ CEL	Admin	TOTAL	
OPEN BALANCE	432,288.64	3,106,797.59	188,287.74	1,210,396.15	0.00		0.00	0.00	1,652,701.60	(2,329,644.95)	4,260,826.77
RECEIPTS											
Assessments	30,120.56	16,350.00	2,445.00	105,836.66	0.00		0.00	0.00	127,938.96	43,261.61	325,952.79
Refunds	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Invest Pymnts	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Invest Adj	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Subtotal Invest	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	0.00	0.00
TOTAL	30,120.56	16,350.00	2,445.00	105,836.66	0.00		0.00	0.00	127,938.96	43,261.61	325,952.79
EXPENSES											
Claims Transfers	0.00	25,491.75	5,710.00	89,155.55	0.00		0.00	0.00	0.00	0.00	120,357.30
Expenses	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	51,917.08	51,917.08
Other *	0.00	0.00	0.00	0.00	0.00		0.00	0.00	0.00	40,000.00	40,000.00
TOTAL	0.00	25,491.75	5,710.00	89,155.55	0.00		0.00	0.00	0.00	91,917.08	212,274.38
END BALANCE	462,409.20	3,097,655.84	185,022.74	1,227,077.26	0.00		0.00	0.00	1,780,640.56	(2,378,300.42)	4,374,505.18

SUMMARY OF CASH TRANSACTIONS – JULY

SUMMARY OF CASH TRANSACTIONS - ALL FUND YEARS COMBINED										
GLOUCESTER COUNTY INSURANCE COMMISSION										
Current Fund Year: 2013										
Month Ending: July										
	Prop	Liab	Auto	WC			NJ CEL	Admin	TOTAL	
OPEN BALANCE	462,409.20	3,097,655.84	185,022.74	1,227,077.26	0.00	0.00	0.00	1,780,640.56	(2,378,300.42)	4,374,505.18
RECEIPTS										
Assessments	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Invest Pymnts	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Invest Adj	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Subtotal Invest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other *	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,900.00	54,900.00
TOTAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	54,900.00	54,900.00
EXPENSES										
Claims Transfers	1,282.53	9,228.60	1,907.68	73,609.63	0.00	0.00	0.00	0.00	0.00	86,028.44
Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	59,747.71	59,747.71
Other *	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	8,460.19	8,460.19
TOTAL	1,282.53	9,228.60	1,907.68	73,609.63	0.00	0.00	0.00	0.00	68,207.90	154,236.34
END BALANCE	461,126.67	3,088,427.24	183,115.06	1,153,467.63	0.00	0.00	0.00	1,780,640.56	(2,391,608.32)	4,275,168.84

RESOLUTION 62-13

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

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

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

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

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

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

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

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

WHEREAS, the GCIC did hold a closed session from which the public was excluded on June 27, 2013 at which time certain items were discussed as were referenced in a separate resolution authorizing said closed session and it being determined certain liability & property claim payment information can be made public at this time; and

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

The attached financial transaction logs generated by third party administrator Inservco Insurances Inc. for the periods 7/1/13 to 7/31/13 and 8/1/13 to 8/31/13, and related to all non-workers compensation payments are hereby approved for distribution to the listed claimants and for disclosure to the general public

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on September 26, 2013.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

DEAN R. SIZEMORE, VICE CHAIRMAN

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
07/01/2013 Thru 07/31/2013

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

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

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
07/01/2013 Thru 07/31/2013

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid
Coverage: Auto Liability										
C	4297	3530000842	001 BLACK, JAMES	03/25/2013	03/25/2013	JAMES BLACK	07/12/2013	FULL/FINAL SETTLEMENT ALL CLAIMS	151.92	151.92
C	4298	3530000853	001 MILLENNIUM ACCOUNT SERVICES	01/29/2013	01/29/2013	MILLENNIUM ACCOUNT SERVICES	07/12/2013	Full Final Settlement all claims	1,755.76	1,755.76
Total for Coverage: Auto Liability							Number of entries: 2		1,907.68	1,907.68
Coverage: Auto Physical Damage										
C	4292	3530000861	001 GLOUCESTER COUNTY IMPROV	06/20/2013	06/20/2013	WALT CLARK INC TIA PETE CLARK	07/12/2013	Coll drngs 12 tshoe less \$1K ded	284.10	284.10
C	4293	3530000862	001 GLOUCESTER COUNTY IMPROV	06/20/2013	06/20/2013	WALT CLARK INC TIA PETE CLARK	07/12/2013	Coll drngs 02 Blazer ded waived	953.43	953.43
C	4294	3530000660	001 GLOUCESTER CO SHERIFF DEPT	09/01/2012	09/01/2012	SUBROTECH CLAIM SERVICES LLC	07/12/2013	Invoice#S037186 Assets check dmt young	45.00	45.00
Total for Coverage: Auto Physical Damage							Number of entries: 3		1,282.53	1,282.53
Coverage: General Liability										
C	4288	3530000794	001 SCAVETTA, DEAN	06/03/2013	06/10/2013	ALLAN E RICHARDSON LLC	07/12/2013	invoice#3052 legal fees	30.00	30.00
C	4291	3530000369	001 LUCAS, KAREN	06/03/2013	07/01/2013	ALLAN E RICHARDSON LLC	07/12/2013	Invoice#3051 Legal Fees	1,200.00	1,200.00
Total for Coverage: General Liability							Number of entries: 2		1,230.00	1,230.00
Coverage: Police Professional										
C	4289	3530000391	001 STRAZZULLO, ANTHONY	06/03/2013	07/01/2013	ALLAN E RICHARDSON LLC	07/12/2013	invoice#3053 legal fees	4,009.30	4,009.30
C	4290	3530000187	001 BELL, JEFFREY	06/10/2013	07/01/2013	ALLAN E RICHARDSON LLC	07/12/2013	Invoice#3050 Legal Fees	2,319.34	2,319.34
C	4295	3530000391	001 STRAZZULLO, ANTHONY	05/29/2013	05/29/2013	ESQUIRE DEPOSITION SOLUTIONS	07/12/2013	EO484994 dept Tull & Yemeda	1,137.66	1,137.66
C	4296	3530000391	001 STRAZZULLO, ANTHONY	05/31/2013	05/31/2013	ESQUIRE DEPOSITION SOLUTIONS	07/12/2013	EO485806 dep Austin	532.30	532.30
Total for Coverage: Police Professional							Number of entries: 4		7,998.60	7,998.60
Total for Gloucester Co Ins Commission - 353							Number of entries: 11		12,418.81	12,418.81

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
08/01/2013 Thru 08/31/2013

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

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

Gloucester Co Ins Commission - 353
Financial Transaction Log - Liability Claim Payments
Monthly / Detail / By Coverage / By Payment Type / By Check Number
08/01/2013 Thru 08/31/2013

Type	Check #	Claim #	Claimant Name	From Date	To Date	Payee Name	Trans. Date	Payment Description	Amt. Requested	Amt. Paid
Coverage: Auto Liability										
C	4300	3530000256	001 WILBORNE, JOSHUA	5/3/2013	6/11/2013	ALLAN E RICHARDSON LLC	8/9/2013	inv#3074	420.00	420.00
C	4310	3530000336	001 HOLDEN, SARAH	6/26/2013	6/26/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-012m statement 8	45.00	45.00
C	4312	3530000287	001 BROTHERS, ANTHONY	6/26/2013	6/27/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-014m statement 6	1,274.51	1,274.51
Total for Coverage: Auto Liability							Number of entries: 3		1,739.51	1,739.51
Coverage: General Liability										
C	4302	3530000425	001 WALSH, JOAN	7/24/2013	7/30/2013	ALLAN E RICHARDSON LLC	8/9/2013	INV#3079	435.00	435.00
C	4303	3530000369	001 LUCAS, KAREN	7/2/2013	8/1/2013	ALLAN E RICHARDSON LLC	8/9/2013	invoice#3076/Lucas 13 fees	555.00	555.00
C	4308	3530000061	001 BERGENSTOCK, CHRISTY	5/29/2013	6/20/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	file#70200-009 m statement 14	5,834.65	5,834.65
C	4313	3530000402	001 LUCAS, KAREN	6/10/2013	6/26/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-015m/stmt 2	120.00	120.00
C	4316	3530000234	001 GOSS, JOHN	6/26/2013	7/11/2013	CHANCE & MCCANN LLC	8/9/2013	file w7848 invoice#10747	990.00	990.00
C	4317	3530000389	001 ESTATE OF DAVID POLISANO JR	6/24/2013	7/12/2013	CHANCE & MCCANN LLC	8/9/2013	w 7933 invoice#10748	460.50	460.50
C	4319	3530000389	001 ESTATE OF DAVID POLISANO JR	7/17/2013	8/15/2013	CHANCE & MCCANN LLC	8/23/2013	Final invoice#10780	437.49	437.49
C	4320	3530000234	001 GOSS, JOHN	7/19/2013	8/14/2013	CHANCE & MCCANN LLC	8/23/2013	File# W7848 Invoice #10770	1,867.00	1,867.00
Total for Coverage: General Liability							Number of entries: 8		10,699.64	10,699.64
Coverage: PIP										
C	4304	3530000504	001 FORD, GABRIELLE	11/30/2011	11/30/2011	RADIOLOGY ASSOCIATES OF NEW	8/9/2013	39846X1	74.00	22.40
C	4314	3530000504	001 FORD, GABRIELLE	1/24/2012	3/2/2012	SPORTS TRAINING PHY THERAPY	8/9/2013	242563	1,975.00	818.37
C	4315	3530000504	001 FORD, GABRIELLE	3/6/2012	3/6/2012	SPORTS TRAINING PHY THERAPY	8/9/2013	242563	275.00	122.19
Total for Coverage: PIP							Number of entries: 3		2,324.00	962.96
Coverage: Police Professional										
C	4299	3530000187	001 BELL, JEFFREY	7/2/2013	7/30/2013	ALLAN E RICHARDSON LLC	8/9/2013	inv#3075	1,064.23	1,064.23
C	4301	3530000391	001 STRAZZULLO, ANTHONY	6/27/2013	8/5/2013	ALLAN E RICHARDSON LLC	8/9/2013	invoice #3078 client #12088	1,770.00	1,770.00
C	4305	3530000391	001 STRAZZULLO, ANTHONY	6/3/2013	7/3/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-010M/STMT 11	3,654.31	3,654.31
C	4306	3530000295	001 GARLAND, CRYSTAL	5/31/2013	6/6/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-000M statement 23 legal fees	120.00	120.00
C	4307	3530000295	001 GARLAND, CRYSTAL	6/3/2013	6/25/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-000M statement 24	990.00	990.00
C	4309	3530000418	001 MCBURNETT, RICHARD	6/10/2013	6/20/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-016m/stmt 1	450.00	450.00
C	4311	3530000658	001 DEJULIUS, RONALD	6/10/2013	6/26/2013	LAW OFFICES OF MADDEN & MADDEN	8/9/2013	70200-011M/STMT 9	375.00	375.00
C	4318	3530000391	001 STRAZZULLO, ANTHONY	5/30/2013	5/30/2013	ESQUIRE DEPOSITION SOLUTIONS	8/9/2013	062846	613.73	613.73
Total for Coverage: Police Professional							Number of entries: 8		9,037.27	9,037.27
Total for Gloucester Co Ins Commission - 353							Number of entries: 22		23,800.42	22,439.38

Date: 9/2/2013
 FinancialTransaction





Gloucester County Insurance Commission
 Bill Review / PPO Savings
 2013



Carrier	Month	Total Bills	In-network Bills Penetration Rate	Total Provider Charge	In-network Charges Penetration Rate	Total Allowed ¹	CSG Negotiated Reductions ²	PPO Reductions ³	Bill Review Reductions ⁴	Total Reductions	Total Access Fees	Net Reductions
Inservco	January	2	100%	\$854.58	100%	\$564.74	\$0.00	\$289.84	\$0.00	\$289.84	\$40.58	\$249.26
	February	57	58%	\$81,437.48	87%	\$61,809.66	\$297.42	\$17,076.34	\$2,254.06	\$19,627.82	\$2,559.37	\$17,068.45
	March	68	57%	\$73,460.33	43%	\$36,518.32	\$413.99	\$11,798.43	\$24,729.59	\$36,942.01	\$4,807.11	\$32,134.90
	April	65	77%	\$49,231.91	86%	\$35,224.97	\$1430.90	\$5,424.30	\$7,151.74	\$14,006.94	\$1,960.97	\$12,045.97
	May	56	41%	\$150,902.19	8%	\$34,951.66	\$0.00	\$2,660.34	\$113,290.19	\$115,950.53	\$9,499.45	\$106,451.08
	June	34	50%	\$14,371.53	51%	\$9,956.33	\$0.00	\$1,636.60	\$2,778.60	\$4,415.20	\$618.14	\$3,797.06
	July	51	65%	\$69,345.89	78%	\$45,820.38	\$0.00	\$14,383.34	\$9,142.17	\$23,525.51	\$3,293.59	\$20,231.92
	August	81	86%	\$133,126.53	94%	\$48,916.90	\$4041.37	\$18,401.62	\$61,766.64	\$84,209.63	\$8,182.87	\$76,026.76
YTD Total		414	65%	\$572,730.44	60%	\$273,762.96	\$6183.68	\$71,670.81	\$221,112.99	\$298,967.48	\$30,962.08	\$268,005.40

Monthly Summary

	<u>July</u>	<u>August</u>
Total Savings (before fees):	\$23,525.51	\$84,209.63
Percent Savings:	34%	63%
NET SAVINGS:	\$20,231.92	\$76,026.76
Percent NET SAVINGS:	29%	57%

Report Footnotes:

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

YTD Summary	
Total Savings (before fees):	\$298,967.48
Percent Savings:	52%
NET SAVINGS:	\$268,005.40
Percent NET SAVINGS:	47%

**GLOUCESTER COUNTY INSURANCE COMMISSION
SAFETY DIRECTOR'S REPORT**

TO: Fund Commissioners
FROM: J.A. Montgomery Risk Control, Safety Director
DATE: September 23, 2013

**July - September 2013
RISK CONTROL ACTIVITIES**

JIF MEETINGS / TRAINING ATTENDED

- **July 25:** Attended the GCIC meeting in Woodbury.
- **August 8:** One session of Landscape Safety was conducted for GCIC.
- **August 13:** Attended the GCIC Claims committee meeting via conference call.
- **August 16:** Attended a meeting to discuss Confined Space Assessment.
- **September 3:** One session of Flagger Workzone safety was conducted for GCIC.
- **September 3:** Attended the Safety Committee meeting in Woodbury.
- **September 9:** Attended a Confined Space Assessment follow up meeting.
- **September 10:** Attended the Claims Committee meeting via conference call.

UPCOMING JIF MEETINGS / TRAINING

- **September 26:** Plan to attend the GCIC meeting in Woodbury.
- **September 27:** One session of Forklift training is scheduled for the Gloucester County College.

- **October 2:** One session of Leaf Vac Safety and one session of Chipper Safety is scheduled for GCIC.
- **October 9:** One session of Toolbox Tips is scheduled for GCIC.

UPCOMING TRAINING CALENDAR FOR October 2013

8/8/13	GCIC	Landscape Safety	9:00 – 10:30 am
9/3/13	GCIC	Flagger Workzone	8:30 – 12:30 pm
9/27/13	GCIC	Forklift Safety	10:00 – 1:30 pm
10/2/13	GCIC	Leaf Vac Safety Awareness/Chipper Safety	8:30 – 10:00 am
10/9/13	GCIC	Toolbox Tips: Various Topics	TBD

CEL MEDIA LIBRARY

The following GCIC Agencies utilized the CEL Media Library in 2012:

MONTH	AGENCY	# of Videos
March	GCIC - Gloucester County College	3
April	GCIC - Improvement Authority	1
July	GCIC - Sheriff's Office	4
December	GCIC - Utility Authority	1

The following GCIC Agencies utilized the CEL Media Library in 2013:

MONTH	AGENCY	# of Videos
January	GCIC – Department of Health	3
February		0
March	GCIC – Gloucester County College	3
April	GCIC – Gloucester County Health Dept.	3
May		0
June		0
July		0
August		0
September (as of 9/23)		

MEMORANDUM

TO: Commissioners of the Gloucester County Insurance Commission (GCIC)
CC: Joseph Hrubash, GCIC Executive Director
FROM: Christopher Powell and Bonnie Rick, Risk Management Consultant
DATE: 9/23/13
RE: Risk Management Consultant/Underwriting Services Director's Report

Below is a summary of services performed from July 25, 2013 through September 23, 2013:

I. Meetings:

- A. Participated in the GCIC Meeting on 7/25/13
- B. Participated in Meeting with County representatives on GC Long Term Recovery Group
- C. Participated in GCIC Safety Committee Meeting on 9/3/13
- D. Participated in GCIC Claims Committee Meeting on 9/10/13
- E. Met with GCLC on 9/5/13

II. Risk Management Services:

- A. 2014 Underwriting Data
We have been working with members to obtain the updated underwriting data for the 2014 commission year. We hope to have all outstanding information to the NJCEL underwriting manager by 9/26/13.
- B. Z form – Workers' Compensation First Report of Injury
Attached is the revised Workers' Compensation First Report of Injury - Z form. As previously discussed, it has additional questions in which the injured employee must answer. We believe this will aid the medical providers in identifying injuries caused by an employee versus pre-existing injuries and/or conditions. This identification can reduce the overall cost of a claim. The GCIC Attorney has approved all additional questions.

Action Requested: Motion to approve the form.

Chairman White will then submit the form to the County Freeholders and ask that they pass a Resolution adopting the form.

Once this process is completed, the County will be able to edit the form to include Human Resources Manual Chapter 8; Section 2 and the other members will be able to insert their applicable Chapter and Section of their Human Resources Manual.

All members will be required to use this form.

III. Underwriting Services Director Services:

- A. Ancillary Coverages
The following coverages for members could not be placed through the GCIC/NJCEJIF or its master programs at this time and it has been determined the following bonds/policies need to be renewed.

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Member	Coverage	Carrier	Exp. Date	Expiring Premium
GCIA	CDC Package	Philadelphia	9/12/13	\$4,029
	CDC Umbrella	Philadelphia	9/12/13	\$2,270
	Student Accident	AIG	9/7/13	\$476

The renewal premiums with Philadelphia Insurance Company were \$10,889 for the package and \$3,981 for the umbrella. The carrier stated the increase in premium was as a result of an increase in exposure. (In prior years, we supplied the carrier with updated applications; however, the carrier chose not to utilize the exposures in their premium development). In addition to the significant increase in the premium, the carrier did not release the renewal quotation until 2 days prior (9/10/13) to the policy expiration.

Accordingly, we solicited alternate proposals from other carriers. Our markets were limited due to time constraints. We made application to: THOMCO and Charity First (a division of Travelers). Travelers denied offering a proposal.

THOMCO issued a proposal with the premiums of \$6,375 package and \$2,076 Umbrella. We analyzed the terms and conditions and determined they are comparable if not better than Philadelphia Insurance Company's terms and conditions.

We communicated this to the GCIA and they requested we replace coverage with THOMCO. As the GCIC canceled their August meeting, we bound coverage with THOMCO.

The Student Accident coverage with Maksin/AIG Educational Markets was renewed at an annual premium of \$500. The carrier increased their minimum premium on all accounts in 2013 to \$500. This was also communicated to the GCIA and they requested that coverage be renewed.

Action Requested: *Motion to memorialize the action taken by the Underwriting Services Director to bind for the GCIA's Child Development Center's package policy through THOMCO effective 9/12/13 at the annual premium of \$6,375; the umbrella coverage through THOMCO effective 9/12/13 at the annual premium of \$2,076 and the student accident coverage through Maksin/AIG Educational Markets effective 9/7/13 at an annual premium of \$500.*

Member	Coverage	Carrier	Exp. Date	Expiring Premium
College	Underground Storage Tank	AIG	10/22/13	\$1,657.79

The carrier has offered a flat renewal per the expiring terms and conditions.

Action Requested: *Motion to authorize the Underwriting Services Director to bind coverage for the College's underground storage tank through AIG effective 10/22/13 at the annual premium of \$1,657.79.*

County	Underground Storage Tanks at Clayton Location	AIG	8/25/13	Non-Renewed
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Marlton, NJ 08053

Northfield
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Northfield, NJ 08225

Philadelphia
PO Box 40901
Philadelphia, PA 19107

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Following up on our discussion at the July 25, 2013 Commission meeting, please be advised that the County was able to remove the underground storage tanks at the Clayton Yard prior to the UST policy expiration (8/25/13). This was an issue as the carrier would not renew coverage due to the age of the tanks.

The policy includes an automatic 6 month extended reporting period (at no cost) to the County. This means the County has until 2/25/14 to report any pollution incident (i.e. leak) that may have occurred prior to the removal of the tanks but was not discovered until the tanks were removed **or** a leak that occurred during the removal (which was not caused by contractor) of the tanks under the policy that was in force from 8/25/12 to 8/25/13.

The County has the option to extend the “reporting period” from 2/25/14 til 12/25/16 for an additional premium of \$5,369. However, they must request this option in writing and remit payment prior to 10/25/13.

All soil testing has been completed, however the County has not received the results to date. A County representative has indicated that it does not appear that there was any contamination on site.

Our recommendation would be to purchase the optional extended reporting period endorsement based upon the low cost of the endorsement compared to potential cost of a claim.

Action Requested: *Decide whether to purchase the Optional Extended Reporting Period Endorsement.*

County	Antiques - Whithall Building	Peerless	7/25/14	N/A
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As discussed at the 6/27/13 meeting, the Commission gave our office the authority to bind flood coverage through the National Flood Insurance Program with Selective Insurance Company for an annual premium of \$2,985. The maximum limit available through NFIP is \$500,000 (County’s total antique value is \$843,935 – appraisal on file). As the Executive Director raised a question regarding the valuation of this property in the event of a flood loss, we went back to the carrier for clarification. We were subsequently advised that the valuation was “functional value” and not “appraised value”. This would significantly decrease the amount the County could recover in the event of a flood loss.

Accordingly, our office did not bind coverage and solicited proposals from other carriers for flood coverage. Travelers was the only carrier that responded and stated that they would have to write a policy insuring all perils (cause of loss – ie. fire, wind) and not just the flood peril. Peerless Insurance Company insures all other perils at an annual premium of \$4,066.

Travelers Insurance Company agreed to provide the same coverages, limit of \$843,935, adjust **any** loss based upon the appraised amount **and** include flood and earthquake coverage for an annual premium of \$4,884. The only difference is Traveler’s deductible per loss is \$1,000 and Peerless’s deductible is \$500.

Peerless Insurance Company agreed to cancel their policy pro-rata (no financial penalty to the County).

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Action Requested: *Motion to authorize the Underwriting Services Director to bind coverage for the County's Antiques through Travelers effective October 1, 2013 at an annual premium of \$4,884.*

Motion to authorized the Underwriting Services Director to cancel the Peerless Policy #IM8912830 pro-rata effective October 1, 2013.

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Northfield
450 Tilton Road, Suite 201
Northfield, NJ 08225

Philadelphia
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Philadelphia, PA 19107

RESOLUTION 63-13

**GLOUCESTER COUNTY INSURANCE COMMISSION
AUTHORIZING A CLOSED SESSION TO DISCUSS
PAYMENT AUTHORIZATION REQUESTS (PARS) & SETTLEMENT (SARS)
RELATED TO PENDING OR ANTICIPATED LITIGATION, ALSO THE POSSIBLE
SETTLEMENT OF CHRISTOPHER DAVIS VS GLOUCESTER COUNTY,
PETITION # 2010-12329; 2011-23992 AND STEPHEN GALLEN VS GLOUCESTER
COUNTY, PETITION # 2011-26125**

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

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

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

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

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

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

The GCIC shall hold a closed session from which the public shall be excluded on September 26 2013.

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

The specific litigation is identified by the claim number assigned by Inservco in its capacity as the third-party claims administrator, name of the claimant, date of loss, workers’ compensation petition number and/or court assigned docket number which is set forth in the attached list which list is also appended to the GCIC monthly meeting agenda for September 26, 2013 which agenda has been timely posted per the Open Public Meetings Act.

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

ADOPTED by THE GLOUCESTER COUNTY INSURANCE COMMISSION at a properly noticed meeting held on September 26, 2013.

ADOPTED:

GERALD A. WHITE, CHAIRMAN

ATTEST:

DEAN R. SIZEMORE, VICE CHAIRMAN

PAYMENT AUTHORIZATION REQUESTS (PARS) & SETTLEMENT (SARS)

<u>Claim #</u>	<u>Claimant</u>	<u>Type of Claim</u>	<u>PAR/SAR</u>	<u>C.P or DO #</u>
3530000866	Duane Grow	Worker Comp	PAR	
3530000873	Karlee Weston	Worker Comp	PAR	
3530000687	Katie Jackson	Worker Comp	PAR	
3530000167	Christopher Davis	Worker Comp	SAR	2010-12329 & 2011-23992
3530000405	Stephen Gallen	Worker Comp	SAR	2011-26125

APPENDIX I

**GLOUCESTER COUNTY INSURANCE COMMISSION
OPEN MINUTES
MEETING – Thursday, July 25, 2013
115 Budd Blvd.
Woodbury, NJ 9:30 AM**

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

ROLL CALL OF COMMISSIONERS:

Gerald White, Chairman	Present
Dean Sizemore, Vice Chairman	Present
Tamarisk Jones	Present

FUND PROFESSIONALS PRESENT:

Executive Director	PERMA Risk Management Services Joe Hrubash
Claims Service	Inservco Insurance Services, Inc. Debra Stout Megan Callahan (<i>via teleconference</i>)
	Consolidated Services Group, Inc. Jennifer Pard Stephen McNamara
	Conner Strong & Buckelew Michelle Leighton Ronald Williams
Underwriting Services Director/RMC	Hardenbergh Insurance Group Bonnie Rick
Attorney	Long Marmero & Associates Doug Long, Esq.
Treasurer	
Safety Director	J.A. Montgomery Risk Control Glenn Prince
Auditor	Bowman & Company LLP
Benefits	Conner Strong & Buckelew

ALSO PRESENT:

Tony Fiola, Gloucester County
Prudence M. Higbee Esq., Capehart & Scatchard
Marjorie Workmen, GCSSSD/GCIT
Cathy Dodd, PERMA Risk Management Services

APPROVAL OF MINUTES: Open Minutes and Closed Minutes of June 27, 2013

MOTION TO APPROVE THE OPEN MINUTES & CLOSED MINUTES OF JUNE 27, 2013

Motion: Commissioner Sizemore
Second: Chairman White
Roll Call Vote: Unanimous
(Commissioner Jones Abstained)

CORRESPONDENCE: None

COMMITTEE REPORTS:

SAFETY COMMITTEE: Commissioner Sizemore advised the next Safety Committee meeting was scheduled for September 3, 2013.

CLAIMS COMMITTEE: Commissioner Sizemore reported the Claims Committee met via teleconference on July 9, 2013 and discussed the PARS that would be presented during closed session. The Committee also discussed some suggested changes to the Claims Committee Charter.

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

AUGUST 22, 2013 COMMISSION MEETING: Executive Director reported the Commission agreed to cancel their August meeting. Executive Director referred to Resolution 46-13 which was included in the agenda authorizing the Commission Treasurer to Process Contracted Payments and Expenses for the month of August. Executive Director advised PERMA would prepare the Bill List and forward to Chairman White and the Treasurer for review. The August payments would be ratified at the September 26th meeting.

MOTION TO APPROVE RESOLUTION 46-13 AUTHORIZING THE COMMISSION TREASURER TO PROCESS CONTRACTED PAYMENTS AND EXPENSES

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

NJ EXCESS COUNTIES INSURANCE FUND (CELJIF): Executive Director advised the CELJIF met on June 27, 2013 and a summary report of their meeting was included in the agenda. Executive Director reported the CEL Executive Director presented three options regarding the Commissions' additional assessments due to the replacement of the Meadowbrook program as of July 1, 2013. After discussing the options, the Board unanimously voted for option A which applied the additional assessments proportionally based on the previous excess premiums. Executive Director also noted the Fund Auditor presented a draft copy of the 2012 Audit and advised there were no findings.

BUDGET AMENDMENT: Executive Director referred to the amended budget which was included in the agenda. Executive Director explained the budget was amended due to the replacement of the Meadowbrook Program as of July 1, 2013. Executive Director pointed out the budget was increased by \$13,428 or .53% and the new budget amount was \$5,741,634. Executive Director also referred to the breakdown of the additional assessment by member entity which was included in the agenda. Executive Director indicated that if the additional assessment was collected it would not be due until January 15, 2014. In response to Chairman White's inquiry regarding the Utility Authority, Executive Director advised the additional allocation was based on a combination of the existing assessment allocations of the liability premiums paid to Meadowbrook and the allocation of the excess property premium savings at renewal which was left in the budget to help offset any increases for the change of coverage due to the termination of the Meadowbrook Program.

MOTION TO AMEND THE 2013 BUDGET BY \$13,428 FOR A TOTAL OF \$5,741,634 AND CERTIFY THE ADDITIONAL ASSESSMENTS FOR EACH MEMBER ENTITY TO BE DUE ON JANUARY 15, 2014

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

AMENDMENT TO THE 2013 PLAN OF RISK MANAGEMENT: Executive Director reported the Risk Management Plan was amended to reflect the changes in the CEL excess casualty program effective 7/1/13. Executive Director advised the revised Risk Management Plan was included in the Appendix II section of the agenda and the changes were highlighted in yellow. Executive Director asked if anyone had any questions and if not requested a motion to approve Resolution 47-13, the revised Risk Management Plan.

MOTION TO APPROVE RESOLUTION 47-13 REVISION OF THE 2013 PLAN OF RISK MANAGEMENT TO REFLECT CHANGES IN THE CEL EXCESS CASUALTY PROGRAM EFFECTIVE 7/1/13

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

CSG ADDITIONAL SERVICES FOR GC INMATE HEALTH INMATE HEALTH PROGRAM ADDENDUM: Executive Director reported the Commission Attorney prepared an addendum to the CSG Agreement which was included in the agenda. Executive Director explained the addendum allowed CSG to provide additional services regarding the Gloucester County Inmate Health Program. Executive Director advised he recommended the addendum to CSG's Agreement and requested a motion for its approval.

MOTION TO APPROVE THE ADDENDUM TO THE CSG AGREEMENT TO ALLOW FOR CERTAIN SPECIALIZED SERVICES TO BE PROVIDED BY CSG AS RESPECTS TO THE GLOUCESTER COUNTY INMATE HEALTH PROGRAM

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

CERTIFICATE OF INSURANCE REPORT: Executive Director reported on the Certificate of Insurance Report for the period of 6/19/13/13 to 7/21//13. There were a total of 2 certificates issued for this period.

CERTIFICATE OF INSURANCE NEW WORDING: Executive Director advised the excess general liability and auto liability coverage insured through the Meadowbrook Program was replaced as of 7/1/13. Executive Director explained the new carrier required different language for any certificates issued with additional insured wording. Executive Director referred to the new language that would be used for certificate holders requesting additional insured wording which was included in the agenda. Executive Director advised the wording was based on language written in the carrier's policy. The intent is to make sure the extension of "additional insured" status to a third party is tied back to a written agreement between the member and the third party.

GCIC PROPERTY AND CASUALTY FINANCIAL FAST TRACK: Executive Director advised the May Property & Casualty Financial Fast Track was included in the agenda. The Commission had a surplus of \$1,698,095 as of May 31, 2013. Executive Director advised \$810,902 on line 7 of the report "Investment in Joint Venture was the GCIC's share of the CEL JIF equity and was part of the GCIC surplus.

NJ CEL PROPERTY AND CASUALTY FINANCIAL FAST TRACK: Executive Director reported the agenda included the May Financial Fast Track for the NJ CEL. As of May 31, 2013 the CEL had a surplus of \$3,018,700.

HEALTH BENEFITS FINANCIAL FAST TRACK: Executive Director advised the May Health Benefit Financial Fast Track was included in the agenda. The Insurance Commission had a Health Benefit surplus of \$84,020 as of May 31, 2013.

2012 AUDIT REPORT AS OF DECEMBER 31, 2012: Executive Director reported the final version of the 2012 Audit prepared by Bowman & Company LLP would be presented at the September meeting. Mr. Miles was waiting for some final documentation from the health vendors. Executive Director advised there would be no material changes to the final version.

CLAIM COMMITTEE CHARTER: Executive Director reported the Commission Attorney prepared two options for amendments to the Claim Committee Charter which would be discussed in closed session.

Executive Director's Report Made Part of Minutes.

EMPLOYEE BENEFITS: Executive Director reported Ms. Brown could not attend the meeting but he would review her report with the Commission. Executive Director advised the Client Activity Summary Report for the period of 6/1/13 to 6/30/13 was included in the agenda. Executive Director indicated there were 76 inquiries during June and the year to date totaled 648. Executive Director also noted that 92% of the inquiries were closed on the same day.

TREASURER REPORT: Chairman White presented the July Property & Casualty Bill List in the amount of \$59,747.71 and requested a motion to approve.

**MOTION TO APPROVE THE JULY PROPERTY &
CASUALTY BILL LIST, RESOLUTION 48-13 IN THE
AMOUNT OF \$59,747.71**

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

Chairman White presented the July Health Insurance Fund Bill List in the amount of \$7,445 and requested a motion to approve.

**MOTION TO APPROVE THE JULY HEALTH
INSURANCE FUND BILL LIST, RESOLUTION 49-13
IN THE AMOUNT OF \$7,445**

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

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

CLAIMS REPORT

REPORT: Chairman White presented Resolution 50-13 Inservco Liability Check Register for the period of 6/1/13 through 6/30/13.

MOTION TO APPROVE RESOLUTION 50-13 LIABILITY CHECK REGISTER FOR THE PERIOD OF 6/1/13 THROUGH 6/30/13

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

MANAGED CARE PROVIDER: Ms. Pard referred to the Bill Review/PPO Savings Report which was included in the agenda. Ms. Pard advised there were 34 bills received in June for a total of \$14,371.53. The total allowed amount was \$9,956.33. The total reduction was \$4,415.20 and after fees the net reduction was \$3,797.06. Ms. Pard advised her office received the signed contract from Premier Orthopedics. Ms. Pard asked if anyone had any questions regarding her report.

CEL SAFETY DIRECTOR:

REPORT: Mr. Prince reviewed the June through August 2013 Risk Control Activity Report which was included in the agenda along with the training calendar. Mr. Prince noted he visited Ceres Park again and advised there was one obstacle deep in the woods that needed to be addressed. Chairman White indicated recently they received the topography of the Park. The County planned to review the report to catalog the items for removal. A meeting would be scheduled within two weeks with JORBA. Mr. Prince also indicated there was a steep incline which was hazardous in one of the trails.

Executive Director reported that he and some of the Fund Professionals attended a meeting with the CEL's new liability carrier, BRIT. Executive Director noted BRIT provides an on line loss control platform of services/training to their clients and recommended a review of whether the BRIT TEAM platform can be coordinated with J. A. Montgomery's safety efforts. Executive Director noted Conner Strong & Buckelew planned to meet with BRIT again to learn more about their TEAM platform. Executive Director also advised BRIT will contribute up to \$10,000 if the CEL matches that amount for special or unique safety projects. In response to some other inquiries, Executive Director advised he would obtain more clarification.

RISK MANAGEMENT/UNDERWRITING SERVICES DIRECTOR:

REPORT: Ms. Rick distributed and reviewed her report. Ms. Rick reported she at the request of the Safety Committee reviewed the Claims Committee Charter. There was some revision required to cover page as respects the meeting schedule and the list of member representatives. The text of the Charter did not need any amendments. Ms. Rick advised Mr. Long planned to discuss the two options for the voluntary settlements during closed session that could affect the

Charter. Ms. Rick provided an update on the Z Form and advised the final revision would be presented at the September meeting for the Commission's approval. Ms. Rick noted once the Commission approved the form it would be recommended to the Freeholders that they adopt the form for their handbook.

Ms. Rick advised the County's 911 Teacher's E&O policy was renewing on 8/13/13 and the carrier, Landmark offered a flat renewal premium of \$7,800. In response to the inquiries, Ms. Rick advised the policy covered the instructors that taught the 911 training.

**MOTION TO AUTHORIZE THE UNDERWRITING SERVICES
DIRECTOR TO RENEW THE COUNTY'S 911 TEACHERS E&O
POLICY THROUGH LANDMARK FOR A TOTAL PREMIUM OF \$7,800
EFFECTIVE 8/13/13**

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

Ms. Rick reported the County's Underground Storage Tank was renewing on 8/25/13, however she did not have a renewal proposal yet. Ms. Rick explained the County had seven tanks and they were in the process of removing the tanks. These tanks would be replaced with 4 new tanks. Ms. Rick advised there were two issues with the tanks. The first was the removal date of the tanks kept changing and some tanks were 26 years old. The insurance carriers will not write tanks over the age of 25 years. Ms. Rick advised the new date was scheduled for 8/10 and stressed the importance of removing the tanks prior to 8/25. Commissioner Sizemore advised he was working with the tank contractor. Ms. Rick advised there was six months to report a claim. Ms. Rick recommended the purchase of an extending reporting period which offered another four years and three months of coverage for \$5,369. After a brief discussion it was decided the coverage would be purchased if it was needed.

**MOTION TO AUTHORIZE THE UNDERWRITING SERVICES
DIRECTOR TO PURCHASE THE EXTENDING REPORTING POLICY
IF NEEDED**

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

Ms. Rick advised the College's Sports Accident policy was renewing on 8/1/13. Due to a change in legislation the College was required to purchase a primary sports accident policy (\$25,000) this year whereas in previous years the coverage was included in the medical accident. Ms. Rick advised the coverage was remarketed to various carriers and the proposals were presented to the College. The College wanted to bind coverage with AIG for the primary limit of \$25,000 per injury at an annual premium of \$82,000 and catastrophic coverage with Summit America for a primary limit of \$5,000,000 at an annual premium of \$9,053.

MOTION TO AUTHORIZE THE UNDERWRITING SERVICES DIRECTOR TO BIND COVERAGE FOR THE COLLEGE FOR PRIMARY SPORTS ACCIDENT COVERAGE THROUGH AIG EFFECTIVE 8/1/13 AT AN ANNUAL PREMIUM OF \$82,000 AND THE CATASTROPHIC SPORTS ACCIDENT COVERAGE THROUGH SUMMIT AMERICA EFFECTIVE 8/1/13 AT AN ANNUAL PREMIUM OF \$9,053

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

ATTORNEY: Mr. Long advised he did not have anything to report for the meeting.

PUBLIC COMMENT:

MOTION TO OPEN MEETING TO PUBLIC

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

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

MOTION TO CLOSE MEETING TO PUBLIC

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

CLOSED SESSION: Chairman White read and requested a motion to approve Resolution 51-13 authorizing a Closed Session.

RESOLUTION 51-13, EXECUTIVE SESSION FOR THE PURPOSE AS PERMITTED BY THE OPEN PUBLIC MEETINGS ACT, MORE SPECIFICALLY TO DISCUSS PARS RELATED TO PENDING OR ANTICIPATED LITIGATION AS IDENTIFIED IN THE LIST OF CLAIMS PREPARED BY THIRD PARTY CLAIM ADMINISTRATOR INSERVCO INSURANCE SERVICES, INC. AND ATTACHED TO THIS AGENDA ALONG WITH THE POSSIBLE SETTLEMENT OF JOHN CARRAR VS GLOUCESTER COUNTY # 2012-129 GLENNA NICHOLS VS GLOUCESTER # 2011-8515 AND DONALD HOLMES VS GLOUCESTER COUNTY # 2012-39120 AND DISCUSSION ON VOLUNTARY SETTLEMENTS

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

MOTION TO GO INTO CLOSED SESSION

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

MOTION TO RETURN TO OPEN SESSION

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

Mr. Long requested a motion to approve an increase on Claim # 3530000852 to \$47,626.25

MOTION TO APPROVE AN INCREASE ON CLAIM # 3530000852 TO \$47,626.25

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

Mr. Long requested a motion to approve an increase on Claim # 3530000851 to \$72,500

MOTION TO APPROVE AN INCREASE ON CLAIM # 3530000851 TO \$72,500

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

Mr. Long requested a motion to approve an increase on Claim # 3530000857 to \$40,152

MOTION TO APPROVE AN INCREASE ON CLAIM # 3530000857 TO \$40,152

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

Mr. Long requested a motion to approve Resolution 52-13, Settlement of John Carrera vs Gloucester County in the amount of \$15,283

MOTION TO APPROVE RESOLUTION 52-13, SETTLEMENT OF JOHN CARRERA IN THE AMOUNT OF \$15,283

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

Mr. Long requested a motion to approve Resolution 53-13, Settlement of Donald Holmes vs Gloucester County in the amount of \$18,956.25

MOTION TO APPROVE RESOLUTION 53-13, SETTLEMENT OF DONALD HOLMES IN THE AMOUNT OF \$18,956.25

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

OLD BUSINESS: None

NEW BUSINESS: None

Ms. Callahan reported she had a matter to discuss with the Commissioners. Since the August Commission meeting was cancelled she requested a special meeting be scheduled. Ms. Dodd advised she would advertise the meeting in the applicable newspapers once the date was determined.

Chairman White noted the next Commission meeting would be on September 26, 2013.

MOTION TO ADJOURN:

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

MEETING ADJOURNED: 10:39 AM

Minutes prepared by: Cathy Dodd, Assisting Secretary

APPENDIX II

RESOLUTION NO. 57-13

Gloucester County Insurance Commission
(hereinafter the "Insurance Commission")

BE IT RESOLVED by the Insurance Commission's governing body that effective 7/1/13 the 2013 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 (NJCF).
 - 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

2.) The limits of coverage.

a.) Workers' Compensation limits.

- The Insurance Commission covers \$250,000 per occurrence including:
 - Employer's Liability - \$250,000 per occurrence.
 - USL&H – \$250,000 per occurrence.
 - Harbor Marine/Jones Act - \$250,000 per occurrence.
- The NJC covers excess workers compensation claims to the following limits.
 - Workers' Compensation – statutory excess of the Insurance Commission's \$250,000.
 - Employer's Liability - at a sub-limit of \$10,750,000 excess of the Insurance Commission's \$250,000.
 - USL&H – \$250,000 less NJ State benefits excess of the Insurance Commission's \$250,000.
 - Harbor Marine/Jones Act - \$250,000 less NJ State benefits excess of the Insurance Commission's \$250,000.

NJC retains limits of \$250,000 excess \$250,000 for Workers Compensation and Employers Liability. NJC purchases from Wesco Insurance Company \$500,000 excess \$500,000 each occurrence/employee and purchases from Safety National Casualty Company 'Statutory' Workers Compensation limits excess of \$1,000,000 and \$5,000,000 excess of \$1,000,000 for Employers Liability. Additional Employers Liability limits of \$5,000,000 excess of \$6,000,000 are purchased from Underwriters at Lloyds.

b.) General Liability limits.

- The Insurance Commission covers \$250,000 per occurrence.
 - Law Enforcement - included in the General Liability limits.

- Employee Benefits Liability - included in the General Liability limits.
 - Subsidence - \$250,000 per occurrence
 - Sexual Abuse or Molestation Coverage - \$250,000 per occurrence except for schools.
 - Owned Watercraft 32' in length or less - \$250,000.
 - Garagekeepers Legal Liability - \$250,000
- The NJC covers excess liability claims as follows:
 - 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 \$15,000,000 per member insurance commission 18 month aggregate limit (7/1/13-1/1/15). The \$15,000,000 excess \$5,500,000 commercial excess layer is subject to a \$15,000,000 annual aggregate limit (1/1/13-1/1/14) shared with the Camden County, Burlington County, Cumberland County and Salem County Insurance Commissions.
 - Law Enforcement - included in the NJC's excess General Liability limits.
 - Employee Benefits Liability - included in the NJC's excess General Liability limits.
 - Subsidence - \$750,000 per occurrence excess of the Insurance Commission's \$250,000. NJC retains 100% of the limit excess of the Member Commission's retention.
 - Sexual Abuse or Molestation Coverage - \$750,000 excess of the Insurance Commission's \$250,000 except for schools. NJC retains 100% of the limit excess of the Member Commission's retention.
 - Owned Watercraft 32' in length or less - \$750,000 excess of the Insurance Commission's \$250,000. NJC retains 100% of the limit excess of the Member Commission's retention.

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

NJC retains limits of \$250,000 excess \$250,000 and purchases from Underwriters at Lloyds limits of \$5,000,000 per occurrence and a \$15,000,000 18 month aggregate (7/1/13-1/1/15) excess over and above \$500,000. NJC also purchases from Starr Indemnity & Liability Insurance Company limits of \$15,000,000 per occurrence and a \$15,000,000 annual aggregate (1/1/13-1/1/14) excess over and above the \$5,000,000/\$15,000,000 with Underwriters at Lloyds.

c.) Automobile Liability limits.

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

NJC retains limits of \$250,000 excess \$250,000 and purchases from Underwriters at Lloyds limits of \$5,000,000 per occurrence and a \$15,000,000 18 month aggregate (7/1/13-1/1/15) excess over and above \$500,000. NJC also purchases from Starr Indemnity & Liability Insurance Company limits of \$15,000,000 per occurrence and a \$15,000,000 annual aggregate (1/1/13-1/1/14) excess over and above the \$5,000,000/\$15,000,000 with Underwriters at Lloyds.

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

The excess general liability, auto liability and law enforcement liability limit of \$5,000,000/\$15,000,000 and employers liability limit of \$5,000,000/\$5,000,000

excess \$6,000,000 with Underwriters at Lloyds are shared limits amongst GCIC member entities. The limits of \$15,000,000/\$15,000,000 excess of the \$5,000,000/\$15,000,000 with Starr Indemnity Liability Company, are shared with the Burlington County, Camden County, Cumberland County and Salem County Insurance Commissions other member commissions of the NJC.

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

- The NJC via the commercial market covers public officials liability'/school board legal liability/employment practices liability as follows:
 - \$15,000,000 each claim and in the annual aggregate on a claims made basis per member Insurance Commission (except for Healthcare entities which have a \$1,000,000 each claim and in the annual aggregate sub-limit) subject to the deductibles as outlined below:
 - Gloucester County - \$100,000 each POL & EPL
Gloucester County College-\$25,000 SBL/\$50,000 EPL
 - Gloucester County UA - \$5,000 each POL & EPL
 - Gloucester County LC - \$5,000 each POL & EPL
 - Gloucester County IA - -\$25,000 SBL/\$100,000 EPL

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

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

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

e.) Excess Public Officials Liability/Employment
Practices Liability/School Board Legal Liability:

The NJC does not purchase an additional excess public officials liability'/school board legal liability/employment practices liability program.

f.) Property/Boiler & Machinery

Property Limits/Sub-limits

- The Insurance Commission covers \$100,000 per occurrence excess of applicable member entity per occurrence deductibles.
- The NJC provides excess property coverage via the commercial market with Zurich and RSUI 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. \$100,000,000 PER OCCURRENCE WITH ZURICH
- B. \$150,000,000 PER OCCURRENCE WITH RSUI
- C. \$260,000,000 PER OCCURRENCE TOTAL PROGRAM LIMIT

PROPERTY SUB-LIMITS:

- Earthquake - \$100,000,000 (Annual Aggregate)
- Flood - \$50,000,000 (Annual Aggregate) Except;
- Flood Inside 100-Year Flood Zone - \$25,000,000
- Asbestos Cleanup - \$50,000 (Annual Aggregate)
- Valuable Paper And Records - \$10,000,000
- Accounts Receivable - \$10,000,000
- Demolition & Increased Cost of Construction- \$25,000,000
- Business Interruption -\$30,000,000 (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 - \$1,000,000 (Owned And Non Owned)
- Pollution And Contamination Cleanup (Limited) - \$250,000 (Annual Aggregate)
- Miscellaneous Unnamed Locations - \$5,000,000
- Builders' Risk - \$25,000,000 (\$1,000,000 sub-limit for soft costs)
- Newly Acquired Locations - \$25,000,000 (90 day reporting)
- Service Interruption - \$10,000,000 Combined Time Element and Property Damage (including Overhead Transmission Lines within **one mile** of insured premises, 24 hour waiting period)
- Ingress/Egress - \$5,000,000 Or 30 Days Whichever Is Less

- Debris Removal -\$25,000,000 or 25% of the covered loss, whichever is less
- Civil Government Authority – \$5,000,000 or 30 days, whichever is less
- Leasehold Interest - \$15,000,000
- Loss of Rents - \$15,000,000
- Contingent Time Element - \$5,000,000
- Loss Adjustment Expense - \$500,000 Per Claim/
\$1,000,000 Aggregate
- Extended Period of Indemnity – 365 Days
- Auto Physical Damage - \$500,000 Per Scheduled Vehicle
- Fungus, Wet Rot, Dry Rot Or Bacteria - \$500,000 Per Occurrence (Named peril coverage only.)
- Underground Piping - \$10,000,000 (only if within 1,000’ 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).
- EDP Equipment – No sub-limit
- Outdoor Property - \$5,000 per item, no sub-limit
- Boiler And Machinery - \$100,000,000
 - Business Interruption - \$10,000,000 (Business Income On Revenue Producing Property Only)
 - Contingent Business Income - \$5,000,000
 - Loss Of Rents - \$15,000,000
 - Newly Acquired - \$5,000,000
 - Demolition & Increased Cost Of Construction - \$25,000,000
 - Hazardous Substance - \$5,000,000
 - Expediting Expenses- \$5,000,000
 - Perishable Goods - \$5,000,000
 - Service Interruption - \$5,000,000 Combined Time Element and Property Damage (including Overhead Transmission Lines within 1,000’ of insured premises, 24 hour waiting period)
 - Data Restoration - \$1,000,000
 - Miscellaneous Unnamed Location (Property Damage Only) - \$5,000,000
 - Extended Period Of Indemnity - 180 Days

Note: There is an excess property policy with RSUI Insurance Company which extends the per occurrence policy limits by \$150,000,000 to a total of \$260,000,000, but not the policy sub-limits. The primary limit is \$110,000,000.

Property Deductibles

- The standard member insurance commission retention is \$100,000 per occurrence less member entity per occurrence deductibles below. Also applies to time element, auto physical damage and flood (except as noted below).
 - Gloucester County - \$10,000 Property, \$5,000 Equipment and \$1,000 Auto Physical Damage
 - Gloucester County College - \$2,500 Property and \$500 Auto Physical Damage
 - Gloucester County Utilities Authority - \$1,000 Property and \$1,000 Auto Physical Damage
 - Gloucester County Library Commission - \$1,000 Property and \$500 Auto Physical Damage
 - Gloucester County Improvement Authority - \$1,000 Property and \$500 Auto Physical Damage
- The Boiler and Machinery deductible is \$25,000 member entity deductible per occurrence.
- The Earthquake Member Insurance Commission retention is \$100,000 per occurrence less the per occurrence member entity deductibles.
- The Flood Member Insurance Commission retention is \$100,000 per occurrence less member entity per occurrence deductibles.
- Flood loss for property within the 100-year flood zone is subject to a deductible of \$500,000 each building for municipality buildings, and \$500,000 each building for municipality contents member entity deductible per occurrence; to a deductible of \$250,000 each building for housing authority buildings, and \$100,000 each building for housing authority contents member entity deductible per occurrence; or the National Flood Insurance Plan's (NFIP) maximum available limits for municipalities and housing authorities, 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 Flood” subject to a deductible of 1% of the total insurable value (excluding vehicle values) at each location involved in loss or damage, subject to a minimum deductible of **\$250,000** and

a maximum deductible of \$1,000,000 per occurrence state-wide for all locations for Named Storms. The “Named Storm” deductible is a per member entity deductible.

Note: 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.

“Named Storm Wind” subject to a deductible of 1% of the total insurable value (excluding vehicle values) at each location involved in loss or damage, subject to a minimum deductible of **\$250,000** and a maximum deductible of \$1,000,000 per occurrence state-wide for all locations for Named Storms. The “Named Storm” deductible is a per member entity deductible. **Note: 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.**

Named Storm is defined as a storm that has been declared by the National Weather Service to be a hurricane, typhoon, tropical cyclone or tropical storm by the National Hurricane Center of the Center of the National Oceanic and Atmospheric Administration’s National Weather Service. Location is defined as any building, yard, dock, wharf, pier or bulkhead (or any group of the foregoing) bounded on all sides by public streets, clear land space or open waterways, each not less than fifty feet wide. Any bridge or tunnel crossing street, space or waterway shall render such separation inoperative for the purpose of this definition. If the Named Storm involves covered property within the 100-year flood zone, the 100-year flood zone deductible above applies.

- Underground Piping \$100,000 per occurrence less the member entity deductibles as stated above.
 - Golf Carts - \$25,000

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

g.) Crime

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

Limit per occurrence:

- Gloucester County – \$1,000,000
- Gloucester County Library Commission - \$500,000
- Gloucester County Utilities Authority - \$500,000
- Gloucester County College - \$500,000
- Gloucester County Improvement Authority - \$500,000

Deductible per occurrence:

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

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

h.) Pollution Liability

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

- Limit of Liability: \$10,000,000 per claim and \$25,000,000 annual aggregate
- Member Entity Deductible: \$25,000
- New Member Entity Effective Dates: N/A

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

All policy aggregates limits are shared by the NJC member Commissions of Gloucester, Camden, Union and Burlington and their respective member entities.

i.) Medical Professional General Liability/Excess Medical Professional

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

- Limit per claim/annual aggregate: \$1,000,000/\$3,000,000
 - This primary aggregate limit is shared by each member entity of each NJC member Commission.
- Excess Limit annual aggregate: \$20,000,000/\$20,000,000
 - Excess Limit is a Shared limit with CCIC, BCIC, CUIC and SCIC.
- Member Entity Deductibles GL and PL:
 - Gloucester County – \$25,000
 - **GLOUCESTER COUNTY SCHEDULED PHYSICIANS - \$5,000**
 - **G.FEIGIN**
 - **J.PALMER**
 - **E. CHMARA**
 - **J. BRISKIN**
 - **C. SIEBERT**
 - **E. SALMINEN**
 - Gloucester County (G. FEIGIN)-\$5,000
 - Gloucester County (J.Palmer)-\$5,000
 - Gloucester County IA (Shady Lane) - \$10,000
 - Gloucester County Prosecutors Office (SANE) - \$5,000
 - Gloucester County College (Nursing Program) – \$5,000
 - GC Emergency Response Center - \$10,000

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

j.) Employed Lawyers Professional Liability

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

- Limit per claim and annual aggregate:
\$5,000,000/\$10,000,000
- Member Entity Self Insured Retentions:
 - Gloucester County \$25,000
 - All Other Entities: Not applicable

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.

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

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

- a.) Workers' Compensation (all coverages) - \$250,000 CSL
- b.) General Liability (all coverages) - \$250,000 CSL
- c.) Law Enforcement Liability – Included in General Liability
- d.) Automobile Liability
 - Property Damage & Bodily Injury - \$250,000 CSL
 - Underinsured/Uninsured - \$15,000/\$30,000/\$5,000 CSL
 - Personal Injury Protection - \$250,000 CSL

d.) Public Officials Liability/School Board Legal/Employment Practices
Liability - None

- e.) Property/APD - \$100,000 per occurrence less member entity deductibles.
- f.) Crime – None
- g.) Pollution Liability – None
- h.) Medical Professional General Liability – None
- i.) Employed Lawyers Liability - None

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

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 four major excess insurers (i.e. Underwriters at Lloyds, Starr Indemnity for excess liability; Wesco Insurance Company and Safety National Casualty Company for workers' compensation). Every three years, the NJC's internal auditors also conduct an audit.

b.) Each member entity is provided with a claim reporting procedure and appropriate forms.

c.) In order to control workers' compensation medical costs, the Insurance Commission has engaged a managed care organization (CSG) component *through a contract* whose procedures are integrated into the Insurance Commission's claims process.

d.) To provide for quality defense and control costs, the Insurance Commission has established an approved defense attorney panel with firms which specialize in Title 59 matters. The performance of the defense attorneys is overseen by the Insurance Commission Attorney, as well as, the various firms which audit the claims adjusters.

7.) Coverage to be purchased from a commercial insurer, if any.

The Insurance Commission does not purchase commercial insurance.

8.) Reinsurance to be purchased.

The Insurance Commission does not purchase reinsurance.

9.) Procedures for the closure of Insurance Commission years, including the maintenance of all relevant accounting records.

a.) Not applicable at this time.

10.) Assumptions and Methodology used for the calculation of appropriate reserves requirements to be established and administered in accordance with sound actuarial principles.

a.) The general approach in estimating the loss reserves of the Insurance Commission is to project ultimate losses for each Insurance Commission year using paid and incurred loss data. Two traditional actuarial methodologies are used: the paid loss development method and the incurred loss development method. From the two different indications resulting from these methods the Insurance Commission Actuary chooses a "select" estimate of ultimate losses. Subtraction of the paid losses from the select ultimate losses yields the loss reserve liability or Insurance Commission funding requirement.

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

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

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

- \$15,000 for workers compensation claims
- \$15,000 for liability claims

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

Adopted by the Governing Body this 26th day of September 2013.

Gloucester County Insurance Commission

By: _____
Chairperson

Attest:

Secretary

ADDENDUM I

2012 Risk Management Plan Addendum #1

NEW JERSEY PERSONAL INJURY PROTECTION

With respects to coverage provided by this Addendum, the provisions of Policy CP0513640 – Coverage forms CA 00 01 12 93, IL 00 17 11 98, IL 00 21 07 02, IL 02080702 apply unless modified by this Addendum for a covered **auto** licensed or principally garaged in, or **garage operations** conducted in, New Jersey

This Addendum is effective ____2012.

MEDICAL EXPENSE BENEFITS DEDUCTIBLE

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

Medical expense benefits applicable to:

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

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

MEDICAL EXPENSE BENEFITS CO-PAYMENT

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

DELETION OF BENEFITS OTHER THAN MEDICAL EXPENSES OPTION

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

MEDICAL EXPENSE BENEFITS-AS-SECONDARY OPTION

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

A. Coverage

1. **Personal Injury Protection**

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

These Personal Injury Protection Benefits consist of:

a. **Medical Expense Benefits**

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

provider for a permanent or significant brain, spinal cord or disfiguring injury.

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

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

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

b. **Income Continuation Benefits**

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

c. **Essential Services Benefits**

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

d. **Death Benefits**

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

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

equal to the difference between \$4,380 and all basic essential services benefits paid with respect to his or her injury prior to death.

e. **Funeral Expense Benefits**

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

2. **Pedestrian Personal Injury Protection**

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

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

a. **Medical Expense Benefits**

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

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

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

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

b. **Income Continuation Benefits**

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

c. **Essential Services Benefits**

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

d. **Death Benefits**

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

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

e. **Funeral Expense Benefits**

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

B. Exclusions

1. **Personal Injury Protection**

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

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

to himself or herself or others;

- b. To any person who, at the time of the **occurrence**, was the owner or registrant of a **private passenger auto** registered or principally garaged in New Jersey that was being operated without Personal Injury Protection Coverage;
- c. To any person who is not occupying a covered **auto**, other than the **named insured** or any **family member** or a resident of New Jersey, if the **occurrence** occurs outside of New Jersey;
- d. Arising out of the ownership, maintenance or use, including loading or unloading, of any vehicle while located for use as a residence or premises other than for transitory recreational purposes;
- e. Due to war, whether or not declared, civil war, insurrection, rebellion or revolution, or to any act or **CONDITION** incident to any of the foregoing;
- f. Resulting from the radioactive, toxic, explosive or other hazardous properties of nuclear material;
- g. To any person, other than the **named insured** or any **family member**, if such person is entitled to New Jersey Personal Injury Protection Coverage as a **named insured** or **family member** under the terms of any other Policy with respect to such coverage;
- h. To any **family member**, if such person is entitled to New Jersey Personal Injury Protection Coverage as a **named insured** under the terms of another Policy; or
- i. To any person operating or occupying a **private passenger auto** without the permission of the owner or the **named insured** under the Policy insuring that **auto**.
- j. To any person who is convicted of, or pleads guilty to:
 - (1) Operating a motor vehicle; or
 - (2) Allowing another person to operate a motor vehicle owned by that **insured** or in that **insureds** care, custody or control;

while the **insured** or that other person:

- (1) Is under the influence of intoxicating liquor or a narcotic, hallucinogenic or habit-producing drug; or
 - (2) Is later found to have a blood alcohol concentration by weight of alcohol in excess of the legal limit of the jurisdiction where the violation occurred.
- k. To any person who refused to submit to a chemical test after being arrested for operating a motor vehicle while under the influence of intoxicating liquor or a narcotic hallucinogenic or

habit-producing drug.

- I. 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 #CP0513640 – Coverage forms CA 00 01 12 93, IL 00 17 11 98, IL 00 21 07 02, IL 02080702 applies, 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.I.;

only if administered in accordance with the criteria for medical expenses as provided in this ENDORSEMENT.

(3) **Decision Point Review Plan**

- (a) Coverage for certain medical expenses under this Addendum is subject to our Decision Point Review Plan, which provides appropriate notice and procedural requirements that must be adhered to in accordance with New Jersey law or regulation. **We** will provide a copy of this plan upon request, or in the event of any claim for medical expenses under this coverage.
- (b) Our Decision Point Review Plan includes the following minimum requirements as prescribed by New Jersey law or regulation:
 - (i) The requirements of the Decision Point Review Plan only apply after the tenth day following the **occurrence**.
 - (ii) **We** must be provided prior notice as indicated in our plan, with appropriate **clinically supported** findings, that additional treatment for an **identified injury** or the administration of a diagnostic test listed under Paragraph (2)(a) is required.

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

- (c) Once **we** receive such notice with the appropriate **clinically supported** findings, **we** will, in

accordance with our plan:

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

g. **Dispute Resolution**

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

Any request for dispute resolution may include a request for review by a medical review organization.

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

COORDINATION AND NON-DUPLICATION

- a. Regardless of the number of **autos** insured for basic personal injury protection coverage pursuant to Section 4 of the New Jersey Automobile Reparation Reform Act or the number of insurers or policies providing such coverage, there shall be no

duplication of payment of basis personal injury protection benefits and the aggregate maximum amount payable under this and all applicable policies with respect to **bodily injury** to any one person as the result of any one **occurrence** shall not exceed the applicable amounts or limits specified in Section 4 of said Act.

- b. If an **eligible injured person** under this coverage is also an **eligible injured person** under other complying policies, the insurer paying benefits to such person shall be entitled to recover from each of the other insurers an equitable pro rata is the proportion that the insurer's liability bears to the total of all applicable limits. Complying Policy means a Policy of automobile liability insurance maintained pursuant to the requirements of Section 3 of the New Jersey Automobile Reparation Reform Act and providing basic personal injury protection coverage as approved by the Commissioner of Insurance.

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

MEDICAL PAYMENTS DELETION

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

E. Definitions

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

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

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

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

- a. **Actual benefits** means those benefits determined to be payable for **allowable expenses**.
- b. **Allowable expense** means a medical necessary, reasonable and customary item of expense covered as benefits by the **named insured's** or **family member's** health benefits plan or personal injury protection benefits as an **eligible expense**, at least in part.

When benefits provided are in the form of services, the reasonable monetary value of each such service shall be considered as both an **allowable expense** and a paid benefit.

- c. **Clinically supported** means that a **health care provider**, prior to selecting, performing or ordering the administration of a treatment or diagnostics test, has:
- (1) Physically examined the **eligible injured person** or **insured person** to ensure that the proper medical indications exist to justify ordering the treatment or test;
 - (2) Made an assessment of any current and/or historical subjective complaints, observations, objective findings, neurologic indications, and physical tests;
 - (3) Considered any and all previously performed tests that relate to the injury and the results and which are relevant to the proposed treatment or test; and
 - (4) Recorded and documented these observations, positive and negative findings and conclusions on the **insureds** medical records.
- d. **Eligible expense** means:
- (1) In the care of health benefits plans, that portion of the medical expenses incurred for the treatment of **bodily injury** which is covered under the terms and CONDITIONS of the plan, without application of the deductible(s) and co-payment(s), if any.
 - (2) In the case of personal injury protection benefits, that portion of the medical expenses incurred for the treatment of **bodily injury** which, without considering any deductible and co-payment, shall not exceed:
 - (a) The percent or dollar amounts specified on the medical fee schedules, or the actual billed expense, whichever is less; or
 - (b) The reasonable amount, as determined by us, considering the medical fee schedules for similar services or equipment in the region where the service or equipment was provided, when an incurred medical expense is not included on the medical fee schedules.
- e. **Emergency care** means all treatment of a **bodily injury** which

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

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

- g. **Health care provider** means those persons licensed or certified to perform health care treatment or services compensable as medical expenses and shall include, but not be limited to:
 - (1) Hospital or healthcare facilities that are maintained by a State or any of its political subdivisions or licensed by the Department of Health and Senior Services.
 - (2) Other hospitals or health care facilities designated by the Department of Health and Senior Services to provide health care services, or other facilities, including facilities for radiology and diagnostic testing, free-standing emergency clinics or offices, and private treatment centers;
 - (3) A non-profit voluntary visiting nurse organization providing health care services other than in a hospital;
 - (4) Hospitals or other health care facilities or treatment centers located in other states or nations;
 - (5) Physicians licensed to practice medicine and surgery;
 - (6) Licensed chiropractors, dentists, optometrists, pharmacists, chiropodists (Podiatrists), psychologists, physical therapists, health maintenance organizations, 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. **Identify injury** means the following **bodily injuries** for which the New Jersey Department of Banking and Insurance has established standard courses of medically necessary diagnosis and treatment;
- (1) Cervical Spine: Soft Tissue Injury;
 - (2) Cervical Spine: Herniated Disc/Radiculopathy;
 - (3) Thoracic Spine: Soft Tissue Injury;
 - (4) Thoracic Spine: Herniated Disc/Radiculopathy;
 - (5) Lumbar-Sacral Spine: Soft Tissue Injury;
 - (6) Lumbar-Sacral Spine: Herniated disc/Radiculopathy; and
 - (7) Any other **bodily injury** for which the New Jersey Department of Banking and Insurance has established standard courses of appropriate diagnosis and treatment.
- i. **Income** means salary, wages, tips commissions, fees and other earnings derived from work or employment.
- j. **Income producer** means a person who, at the time of the **occurrence**, was in an occupational status, earning or producing income.
- k. **Named insured** means the person or organization named in General Endorsements (SNS Gen **01-01** (04/10) and SNS GEN **01-06** (04-10) of Policy #CP0513640, if an individual, includes his or her spouse if the spouse is a resident of the household of the **named insured**, except that if the spouse ceases to be a resident of the same household, the spouse shall be a **named insured** for the full term of the Policy in effect at the time of cessation of residency. If the covered **auto** is owned by a farm family co-partnership or corporation, the term **named insured** also includes the head of the household of each family designated in the Policy as having a working interest in the farm.
- l. **Pedestrian** means any person who is not occupying, using, entering into, or alighting from a vehicle propelled by other than muscular power and designed primarily for use on highways, rails

and tracks.

- m. **Private passenger auto** means a self-propelled vehicle designed for use principally on public roads and which is one of the following types:
- (1) A private passenger or station wagon type auto;
 - (2) A van, a pickup or panel truck or delivery sedan; or
 - (3) A utility auto designed for personal use as a camper or motor home or for family recreational purposes

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

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

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

Eligible injured person means:

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

covered **auto**.

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

- a. **Eligible injured person** means:

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

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

ADDENDUM II

2012 Risk Management Plan
Addendum #2
New Jersey Uninsured Motorists Coverage

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

This Addendum is effective _____, 2012.

Limit of Insurance:

Bodily Injury: \$15,000 per person

\$30,000 per accident

Property Damage: \$ 5,000 per accident

A. Coverage

1. **We** will pay all sums the insured is legally entitled to recover as compensatory damages from the owner or driver of an **uninsured motor vehicle**. The damages must result from bodily injury sustained by the insured, or **property damage** caused by an accident. The owner's or driver's liability for these damages must result from the ownership, maintenance or use of an **uninsured motor vehicle**.

2. Any judgment for damages arising out of a suit brought without **our** written consent is not binding on **us**.

B. Who is An Insured

If the Named Insured is designated in the General Endorsements (SNS Gen **01-01** (04/10) and SNS GEN **01-06** (04-10) of Policy #CP0513640 as:

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

C. Exclusions

This insurance does not apply to any of the following:

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

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

D. Limit of Insurance

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

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

2. With respect to damages resulting from an accident involving an **uninsured motor vehicle**, **we** will not make a duplicate payment under this Coverage for any element of loss for which payment has been made by or for anyone who is legally responsible.
3. No one will be entitled to receive duplicate payments for the same elements of loss under this Addendum and any Liability Coverage Form or Endorsement within Policy #CP0513640.

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

E. Conditions

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

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

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

However, if an Insured is:

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

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

However, if an insured is:

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

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

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

F. Duties In The Event of Accident

All provisions as stated in Policy #CP0513640 and the following:

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

G. Transfer of Rights of Recovery Against Others To Us

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

H. Arbitration

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

G. Additional Definitions

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

However, uninsured motor vehicle does not include any vehicle:

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

- vi. Designed for use mainly off public roads while not on public roads;
- vii. Whiled located for use as a residence or premises.

APPENDIX III

GCIC Member insert's their name
Human Resources Manual

Chapter:	Member to insert	Adopted: Member to insert
Section:	Member to insert	Revised: 10/13

EXHIBIT Z – REPORT OF JOB ACCIDENT
Employee's Preliminary Report of Work-Related Injury to Employer
(To be filled out by employee if possible)

IT IS THE RESPONSIBILITY OF THE EMPLOYEE TO SIGN ALL NOTES FOR EACH AND EVERY VISIT TO A MEDICAL PROVIDER AND TO NOTIFY HIS/HER DEPARTMENT OF WORK STATUS IMMEDIATELY AFTER EACH DOCTOR'S VISIT.

County's Safety Department should be notified immediately of all accidents and/or injuries. On the day of the occurrence, this form should be completed and faxed to the County's Safety Department at (856)-384-6995 as soon as possible.

Date of report: _____ Reported injury to whom: _____

Employee's name: _____

Date of injury: _____ Date reported: _____

Time employee started work: _____ Time of accident: _____

Place where injury happened: _____

Detailed description of how injury occurred and if any piece of equipment was being used:

What part(s) of the body were injured and what part(s) of the body do you currently feel pain?

Is the employee requesting medical treatment at this time? ___ Yes ___ No

Job Title: _____ Department: _____

Full Time or Part Time Employee: _____

Employee's address _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Cell: _____

Social Security Number: _____

Date of Birth: _____ Date of Hire: _____

Witness: _____ Phone Number: _____

GCIC Member insert's their name
Human Resources Manual

Please list your primary care physician and his/her address and phone number for the past ten years:

Have you had treatment in the past for the same or similar medical conditions? Yes No
If yes, please provide the name and address of the treating physician(s) for this condition. List any medications you are or were taking for this condition/injury? _____

_____ Have you been treated by a chiropractor in the past 5 years? Yes No
If yes, please provide the name and address of the chiropractor: _____

_____ Have you ever filed a workers' compensation claim(s) in the past for this medical condition? Yes No
If yes, please provide the details of the previous claim(s): _____

_____ Have you ever been involved in any motor vehicle collision in the past 5 years? Yes No
If yes, please provide the details of the crash, date and the nature of the injury and treatment: _____

_____ Have you had any MRIs, CT scans and/or X-rays in the past 5 years? Yes No
If yes, please provide the details and the nature of the injury: _____

_____ Are you currently engaged in any other employment or have you ever been engaged in any other employment while you were employed by us? Yes No
If yes, please list the names and addresses of these employers: _____

_____ Have you ever received pain management treatment? Yes No

I CERTIFY THAT THE ABOVE STATEMENTS MADE BY ME ARE TRUE AND CORRECT. I AM AWARE THAT IF ANY OF THE STATEMENTS ARE WILLFULLY FALSE, I MAY BE SUBJECT TO DISCIPLINARY ACTION BY MY EMPLOYER.

Employee Signature: _____ Date: _____

Supervisor Name (please print): _____ Date: _____

Supervisor Signature: _____ Date: _____

GCIC Member insert's their name
Human Resources Manual

Requesting Leave under Worker's Compensation

Should your claim be approved, it is important for you to be aware that only a GCIC authorized treating physician can authorize time off from work under Worker's Compensation. The following procedures should be followed when seeking leave for a work-related injury:

1. If you are unable to report to work or complete a shift due to an issue arising as a result of your work-related injury, you should contact the treating physician immediately. Your GCIC authorized treating physician is:

_____ Phone: _____

- o The only exception to this policy is if the issue constitutes a medical emergency in which case you should seek immediate treatment at a hospital emergency room.
- o You should contact the treating physician even if the issue arises during the treating physician's non-business hours. During non-business hours, such calls will be answered by the treating physician's answering service or voice mail (which will instruct you on how to reach the treating physician or the on-call physician).

2. You should also notify County Safety Staff immediately by calling (856) 384-6993 or (856) 384-6994. If the call is placed after normal business hours, you should leave a detailed voice-mail message.

3. You are also obligated to communicate with your supervisor to keep that person apprised of the situation.

_____ Phone: _____

You are reminded that the GCIC authorized treating physician is the only person that can authorize time off from work under Worker's Compensation.

By signing below you acknowledge that you have read and understand these procedures.

Employee

Date

GCIC Member insert's their name
Human Resources Manual

THIS FORM MUST BE SIGNED AND RETURNED

NOTICE

On August 14, 1998, the Governor enacted P.L. 1998, Chapter 74, which amends the New Jersey Workers' Compensation statute. P.L. 1998, Chapter 74 provides that a person who purposely and knowingly makes false or misleading statements for the purpose of wrongfully obtaining Workers' Compensation benefits will be guilty of a crime of the fourth degree. Pursuant to N.J.S.A. 2C:4303b(2), crimes of the fourth degree are punishable by imprisonment for up to 18 months and fines of \$10,000.

P.L. 1998, Chapter 74, also creates civil liability for all damages, costs and attorney's fees payable to the injured party attributable to wrongfully obtained benefits. This would require employees who make such statements and improperly receive benefits to repay the benefits to his/her employer or its insurance carrier with simple interest.

P.L. 1998, Chapter 74, further permits the Division of Workers' Compensation to order the termination and complete forfeiture of Workers' Compensation benefits for employees found to have committed a violation.

Employee Signature

Date

GCIC Member insert's their name
Human Resources Manual

AUTHORIZATION FOR RELEASE OF INFORMATION IN CONNECTION WITH WORKERS'
COMPENSATION LITIGATION

TO:

RE:

I. Pursuant to my privacy rights under the Health Insurance Portability and Accountability Act (HIPAA), by affixing my signature below I understand and voluntarily consent to the following:

I hereby request and authorize that you disclose, make available and furnish to:

INSERVCO INSURANCE SERVICES, INC.
New Jersey Claim Service Office
PO Box 1457
Harrisburg, PA 17105-1457

1.) Office notes; 2.) Charts; 3.) Diagrams; 4.) Pathology reports; 5.) Operative reports; 6.) Physical and lab tests; 7.) X-ray/imaging reports; 8.) X-ray/imaging films; 9.) Prescription notes; 10.) Treatment plans; and 11.) Discharge summary, with regard to the above named individual, from the inception of your records to the present.

This authorization specifically excludes the release of health information related to psychiatric or mental health treatment, treatment of drug and/or alcohol abuse; treatment of Acquired Immunodeficiency Syndrome (AIDS) or Human Immunodeficiency Virus (HIV); and sexually transmitted diseases/viruses.

II. Rights and obligations under HIPAA:

A. Purpose of this request: I understand that the information listed above in Section I is being requested by Inservco Insurance Services, Inc. for the specific purpose of investigating the pending workers' compensation claim I filed against the above named

GCIC Member insert's their name
Human Resources Manual

respondent/employer/third party payor and by signing this authorization I voluntarily consent to its release.

B. Expiration Date: Unless otherwise revoked, this authorization will expire six (6) months after the date of this authorization;

C. Right to revoke: I understand that I have the right to revoke this authorization at any time. I understand that the revocation must be in writing to the above named doctor/facility authorized to make this disclosure. I further understand that the revocation is only effective after it is received by the above named doctor/facility and does not apply to information that has already been release in response to this authorization.

D. Impact on Medical Treatment: I understand that my right to treatment, payment, enrollment or eligibility for benefits is not conditioned on me signing this authorization.

E. Subsequent Disclosure: I understand that any disclosure of information may be subject to re-disclosure by INSERVCO INSURANCE SERVICES, INC. and may no longer be protected by federal or state law.

Signature of Patient

Date

Signature Authorized Representative/Guardian in lieu of Patient

Date

By signing this authorization, the Authorized Representative and/or Guardian certifies that he or she has the authority to act on behalf of the person identified above on the basis of (please explain):
