

NEW JERSEY INTERGOVERNMENTAL INSURANCE FUND  
(NJIIF)

RISK MANAGEMENT PLAN  
FUND YEAR 2019

The purpose of this document is to highlight major coverages, limits, and sublimits afforded through NJIIF. This document is not a policy of insurance and in no way modifies, restricts, expands or in any other way changes the coverages afforded through NJIIF. For actual coverage determination, references must be made to applicable insurance documents and/or insurance policies. All terms and conditions of coverage are as stated in the applicable insuring documents and/or insurance policies.

**EFFECTIVE  
JANUARY 1, 2019**

**TABLE OF CONTENTS**

<b>I INTRODUCTION</b>	<b>Page 1</b>
<b>MEMBERS/COMMISSIONERS/FUND PROFESSIONALS</b>	<b>Page 2</b>
<b>II COVERAGES PROVIDED, LIMITS OF LIABILITY, SELF-INSURED RETENTIONS/DEDUCTIBLES</b>	
<b>A. General</b>	<b>Page 1</b>
<b>B. Property, Inland Marine</b>	<b>Page 2/3/4</b>
<b>C. Cyber Liability</b>	<b>Page 4</b>
<b>D. Equipment Breakdown Limit</b>	<b>Page 5</b>
<b>E. Crime &amp; Fidelity</b>	<b>Page 5</b>
<b>F. Comprehensive General Liability, Automobile Liability, Police Professional Liability, including Employee Benefits Liability</b>	<b>Page 6/7</b>
<b>G. Workers Compensation</b>	<b>Page 7</b>
<b>H. Supplemental Workers Compensation</b>	<b>Page 8</b>
<b>I. Environmental Impairment Liability</b>	<b>Page 8</b>
<b>J. Public Officials Liability/Employment Practices Liability</b>	<b>Page 8</b>
<b>III OPERATIONAL PHILOSOPHY</b>	
<b>A. General</b>	<b>Page 9</b>
<b>B. Assessment Procedure</b>	<b>Page 9</b>
<b>C. Fund Commissioners and Trustees</b>	<b>Page 10</b>
<b>D. Fund Professionals</b>	<b>Page 10</b>
<b>E. Risk Management Consultants</b>	<b>Page 10</b>
<b>F. Claims Response and Reserving</b>	<b>Page 10/11</b>
<b>G. Claims Procedures</b>	<b>Page 12</b>
<b>H. Safety and Loss Prevention</b>	<b>Page 12</b>
<b>I. Litigation Management and Legal Fees</b>	<b>Page 13</b>

## New Jersey Intergovernmental Insurance Fund Risk Management Plan

### INTRODUCTION

The New Jersey Intergovernmental Insurance Fund (herein referred to as the Fund) is a Joint Insurance Fund formed under the provisions of *N.J.S.A. 40:10A et. seq.* As indicated by the Fund's name, the NJIIF's membership is comprised of municipal, county and educational facilities.

The NJIIF commenced operations on February 1, 1991 with 14 member municipalities. The Fund's objectives include the following:

1. Providing qualified municipal and educational facilities with a long-term alternative to the conventional insurance market as a means of stabilizing the otherwise cyclical nature of insurance expenditures;
2. Maintaining a pro-active posture of safety and loss prevention programs specific to issues inherent in modern municipal or educational facility operations;
3. Aggressively evaluating, defending and/or settling claims made against members which fall within the coverages afforded through the Fund.
4. Maintaining a reasonably conservative funding posture in an effort to ensure long term financial security and stability for the Fund and its members.
5. Implementing a safety & loss control program to reduce claims and claim severity.
6. Use of effective claims adjustment/management program.

## MEMBERS - COMMISSIONERS

<b>Municipality</b>	<b>Commissioner</b>	<b>Municipality</b>	<b>Commissioner</b>
<b>Aberdeen</b>	<b>Holly Reycraft</b>	<b>Roseland</b>	<b>Maureen Chumacas</b>
<b>Asbury Park</b>	<b>Michael Capabianco</b>	<b>Teterboro</b>	<b>Nicholas Saros</b>
<b>Bayonne</b>	<b>Jay Coffey, Esq.</b>	<b>Union City</b>	<b>Lt. Walter Laurencio</b>
<b>Cedar Grove</b>	<b>Thomas Tucci</b>	<b>Union City Parking Auth.</b>	<b>Sgt. Archer Cuellar</b>
<b>Hasbrouck Heights</b>	<b>Michael Kronyak</b>	<b>Verona</b>	<b>Matthew Cavallo</b>
<b>Mantoloking</b>	<b>Beverley Konopada</b>	<b>Wanaque</b>	<b>John Eskilson</b>
<b>Maplewood</b>	<b>Sonia Viveiros</b>	<b>Warren County</b>	<b>Alex Lazorisak</b>
<b>Mine Hill</b>	<b>Mayor Sam Morris</b>	<b>Wayne</b>	<b>Heather McNamara</b>
<b>Morristown PA</b>	<b>Michael Fabrizio</b>	<b>Woodland Park</b>	<b>Kevin Galland</b>
<b>North Haledon</b>	<b>Renate Elatab</b>		
<b>Old Bridge</b>	<b>Avril Limage</b>		
<b>Riverdale</b>	<b>Paul Carelli</b>		

## PROFESSIONALS

<b>Eric J. Nemeth/John A. Serapiglia</b>	<b>Administrators</b>
<b>Polaris Galaxy Insurance, LLC</b>	<b>Risk Manager</b>
<b>Eric J. Nemeth</b>	<b>General Fund Counsel</b>
<b>Lerch Vinci &amp; Higgins</b>	<b>Auditor</b>
<b>PMA Companies</b>	<b>Claims Administrator, WC</b>
<b>PMA Companies</b>	<b>Claims Administrator, ML</b>
<b>AIS Risk Consultants, Inc.</b>	<b>Actuary</b>
<b>PMA Companies</b>	<b>Safety &amp; Loss Control Consultant</b>
<b>CMFO</b>	<b>Robert Calise</b>

## II. COVERAGES PROVIDED, LIMITS OF LIABILITY, SELF INSURED RETENTIONS AND DEDUCTIBLES

### A. GENERAL

**In providing coverage, the Fund will consider the standard rules and forms currently on file and utilized by the Insurance Services Office or manuscripted forms and will generally follow the form of excess/reinsurance and insurance contracts.**

The NJIIF may offer coverage to its members either directly or through the commercial insurance market, through one or more of the following vehicles:

- Excess Insurance
- Reinsurance
- Excess Property and Casualty Joint Insurance Fund
- Joint Purchase Agreement
- Individual Contracts

The NJIIF offers its members the following coverages:

- Automobile Liability and Auto Physical Damage
- Property  
Building and Contents  
Inland Marine  
Equipment Breakdown Limit  
Extra Expense  
Valuable Papers & Records
- General Liability (including employee benefits liability)
- Crime and Fidelity  
Treasurer and Tax Collector (if approved)
- Environmental Impairment Liability
- Workers' Compensation and Employers' Liability
- Supplemental Indemnity Volunteer Fire & First Aid
- Police Professional Liability
- Public Officials Liability/Employment Practices Liability
- Boiler and Machinery (Equipment Breakdown)
- Cyber Liability

The specific limits of liability of the various coverages afforded by the Fund incorporates individual member deductibles, funded self-insured retentions, and various jointly purchased conventional and excess/reinsurance policies. Unless specifically stated to the contrary, limits shown in the following sections shall be considered to be inclusive of applicable pooled self-insured retentions.

The specific structure of the Fund includes elements of risk retention and risk transfer, which reflects what, is believed to be optimal limits of risk retention and transfer. The structure capitalizes on the collective financial and purchasing strength of the members comprising the Fund's membership.

## PROPERTY

Property, Business Personal Property Inland Marine, Auto  
Physical Damage Emergency Type Vehicles greater than  
\$100,000 in value

Policy Limit	\$500,000,000
Flood Per Occurrence in all other flood zones & annual aggregate	\$20,000,000
Flood Per Occurrence & Annual Aggregate: Flood loss occurring in zones prefixed A or V <i>All other members</i>	\$1,000,000
City of Asbury Park	\$2,500,000
Earthquake Shock Per Occurrence & Annual Aggregate (excludes High Hazard and Moderate Hazard Earthquake Classifications)	\$20,000,000
Accounts Receivable	\$10,000,000
Business Income (24 Hour Waiting Period Applies)	\$25,000,000
Municipal Tax Income	\$2,500,000
Streets, Sidewalks, Culverts, Street Lights, Traffic Signals	\$2,000,000
Extra Expense	\$15,000,000
Emergency Vehicles Only (While at insured Premises)	\$10,000,000
Newly Acquired (90 days reporting):	\$1,000,000
While over the road	Covered
Contractors Equipment	\$10,000,000
Newly Acquired Contractors Equipment (90 days reporting)	\$1,000,000
Brands and Labels	Included in Building Limit of Insurance
Applicable to Business Personal Property - Stock	Included in Building Limit of Insurance
Building Glass Repairs	\$250,000
Claims Expenses	\$1,000,000
Expediting Expenses	\$1,000,000
Fine Arts	\$1,000,000
New Construction at "Scheduled Premises"	\$10,000,000
Frame Builders Risk are not Covered	
Newly Acquired Property: Buildings	\$25,000,000 90 day reporting
Newly Acquired Property: Business Personal Property	\$5,000,000
Ordinance or Law Coverage (Value of the undamaged building)	Included in Building Limit of Insurance
Ordinance or Law Coverage (Demolition and Increased Cost of Construction)	\$5,000,000
Outdoor Trees, Shrubs, Sod, Plants and Lawns	\$500,000
Pollutant Clean-up and removal	\$250,000 per occurrence \$500,000 in any one policy year
Unscheduled Tunnels, bridges, dams, catwalks	\$500,000
Sewer & drain back-up	Included in Building Limit of Insurance
Transit	\$1,000,000
Unnamed Premises: At all Unnamed Premises: Buildings	\$10,000,000
Unnamed Premises: At all Unnamed Premises: Business Personal Property	\$5,000,000

<b>Property Continued</b>	
Transit	\$25,000,000
EDP Media	\$10,000,000
Unscheduled Animal; not to exceed \$50,000 per animal per occurrence	\$2,500,000
Unscheduled Watercraft up to 27 feet	\$2,500,000
Fire Truck and other Rescue Squad Vehicles – coverage to include on and off road coverage, vehicles valued greater than \$100,000 and scheduled with the company	Per schedule on file with the Fund
Off premises power interruption including extra expense resulting from a covered peril and non-owned/operated locations	\$25,000,000
Civil Authority, per occurrence	30 days
Per occurrence, Contingent Business Interruption, Contingent Rental Values and Contingent Extra Expense separately	\$3,000,000
Per occurrence, per member for Claims Preparation (Claims Data Expense)	\$1,000,000
Expediting Expenses	\$50,000,000
Personal Property outside of USA	\$1,000,000
Protection and Preservation of Property	Policy Limit
Money and Securities for named perils only	\$2,500,000
Jewelry, Furs, Precious Metals and Precious Stones separately	\$500,000
Traffic Signals, street lights, pedestrian bridges	\$1,000,000
Named Windstorm	\$200,000,000

**DEDUCTIBLES**

**Property/Inland Marine**

Member Deductible (per occurrence)	\$5,000
NJIIF deductible:	\$95,000
Named Windstorm Deductible:	3% minimum \$500,000 per unit of insurance

**Flood All other Flood Zones**

NJIIF Self Insured Retention	NIL
Member deductible	\$500,000
<b>Flood Zones prefixed “A” &amp; “V”</b>	
Member deductible	\$1,000,000
Earthquake member deductible:	\$50,000

**Auto Physical Damage (all scheduled vehicles)**

Member deductible, in any one occurrence	\$1,000
NJIIF Self Insured for remainder of claim	

**Emergency Type (All vehicles greater than \$100,000 in value and scheduled)**

**Fire Fighting Trucks, Rescue Squad, Ambulances**

Auto Physical Damage	
Member deductible	\$5,000
NJIIF Self Insured Retention	\$95,000

**VALUATION:**

**Property/Inland Marine**

Valuation:

Real and Personal Property

24 Hour Waiting Period

**Repair or Replacement Cost  
For Service Interruption for all Perils and  
Coverages  
Contractor's Equipment/Fire Trucks,  
Ambulance, and Rescue Squad Vehicles  
either Replacement Cost or Actual Cash  
Value as declared by each member. If not  
declared, valuation will default to Actual  
Cash Value**

Member Deductible:

**\$5,000**

Notice of Cancellation

**Property, Inland Marine, Contractor's  
Equipment, Mobile Equipment  
90 days, except 10 days for non-payment  
of premium**

**C. CYBER LIABILITY COVERAGE**

Policy Aggregate Limit of Liability **\$2,000,000**

For All Damages, Claims Expenses, Penalties, and PCI Fines Expenses & Costs **\$2,000,000**

But sublimited to: Regulatory Defense and Penalties

Aggregate sublimit applicable to Insuring Agreement E

*PCI Fines, Expense and Costs*

**\$100,000**

Limits of Coverage for Privacy Breach Response Services:

**Notified individuals in the Aggregate**

**\$1,000,000**

A sublimit of up to 10% of the Notified Individuals. Limit of coverage applied to Notified Individuals residing out of the United States, which amount is part of and not in addition to the Notified Individual Limit of Coverage.

**Aggregate Limit of Coverage for all Computer Expert Services, Legal Services and Public Relations and Crisis Management Expense Combined First Party Business Interruption Sub-Limits of Liability for each Insured/Member**

- 1). **Hourly Sublimit**
- 2). **Forensic Expense Sublimit**
- 3). **Dependent Business Interruption Sublimit**

**Member Deductible: \$50,000 Each Claim Retention**



## **D. EQUIPMENT BREAKDOWN COVERAGE**

Coverage Applies To: All locations

Equipment Breakdown Limit

Property Damage		\$100,000,000
Business Income		Included
Extra Expense	(Combined with Business Income)	\$1,000,000
Civil Authority	(Combined with Business Income)	
Contingent Business Income		\$25,000
Data Restoration		\$50,000
Expediting Expenses		\$250,000
Green		\$25,000
Hazardous Substances		\$50,000
Mold		\$25,000
Newly Acquired Locations		\$1,000,000
Off Premises Equipment Breakdown		\$25,000
Ordinance of Law		\$50,000
Perishable Goods		\$25,000
Public Relations		\$5,000
Service Interruption		\$250,000

### **Deductibles:**

#### **Direct Coverages:**

Except Gas Turbine Generator Units		\$2,500
Except Sewage Plant & Lift Stations		\$75,000
Except ICE/Generator units	\$40.00 Per Horsepower, \$10,000 Minimum	\$5,000
Except Motors, Pumps, Deep Well Pumps	\$10.00 Per Horsepower, \$5,000 Minimum	
Except A/C Refrigeration Equipment	\$25.00 Per KW, \$5,000 Minimum	

#### **Indirect Coverages**

Except Gas Turbine Generator Units	24 Hours
	30 Days

## **E. CRIME AND FIDELITY**

Employee Theft Per Loss Coverage	\$1,000,000
Forgery of Alteration	\$1,000,000
Inside the Premises – Theft of Money and Securities	\$1,000,000
Inside the Premises – Robbery or Safe Burglary of Other Property	\$1,000,000
Outside The Premises	\$1,000,000
Computer Fraud	\$1,000,000
Funds Transfer Fraud	\$1,000,000
Money Orders And Counterfeit Money	\$1,000,000
Deductible Amount Per Occurrence	
Per Member deductible:	\$1,000
NJIIF Self-Insured Retention:	\$9,000
Treasurer and Tax Collector (if approved upon completion of application)	\$1,000,000

**F. COMPREHENSIVE GENERAL LIABILITY, AUTOMOBILE LIABILITY, POLICE PROFESSIONAL LIABILITY, EMPLOYEE BENEFITS LIABILITY. SEXUAL ABUSE, INCLUDING VIOLENT EVENT RESPONSE**

**GENERAL LIABILITY INCLUDING POLICE PROFESSIONAL LIABILITY**

Limit of Liability Member Specific Limit	<b>\$10,000,000</b>
Member Annual Aggregate Limit	<b>\$20,000,000</b>
*Employee Benefits Liability	
*Sexual Abuse	
*Violent Event Response	<b>\$50,000 member specific limit</b>

**\$50,000 member annual aggregate**  
**Group Annual Aggregate \$200,000**  
**\$1,000,000**

NJIIF Self Insured Retention (General Liability)	<b>\$1,000,000</b>
Coverage Trigger Occurrence:	
Member Deductible: (General Liability)	<b>NIL</b>
Aggregate Stop Loss Limit	<b>\$2,000,000</b>
Aggregate Stop Loss Retention	<b>\$6,000,000</b>

Insuring Agreement: Provides coverage for a civil action for bodily injury, property damage, and personal injury liability to the extent to which this insurance applies arising out of the business activities of any member  
*\*Sub-limits/sub-lines are included and not in addition to the business coverages listed below*

\$1,000,000 Per occurrence \$2,000,000 Annual Member Aggregate Specific Sublimit as respects dams, levees and reservoirs excess Underlying Retention  
\$500,000 Per occurrence/\$1,000,000 Annual Member Aggregate Specific Sublimit as respects Limited Fungal Pathogens Coverage excess Underlying Retention

**Police Professional Liability**

Limit of Liability Member Specific Limit	<b>\$10,000,000</b>
Member Annual Aggregate Limit	<b>\$20,000,000</b>

Coverage Trigger Occurrence:  
Member Deductible: (Police Professional Liability)

**Per Member deductible: 1**

<b>First through Third reported claim</b>	<b>\$ 5,000</b>
<b>Fourth through Sixth reported claim</b>	<b>\$10,000</b>
<b>Seventh and greater claims</b>	<b>\$20,000</b>

**Sexual Abuse**

NJIIF Self Insured Retention	<b>\$1,000,000</b>
Coverage Trigger Occurrence	
Member Deductible: (Sexual Abuse)	

**Per Member deductible: 1**

<b>First through Third reported claim</b>	<b>\$ 5,000</b>
<b>Fourth through Sixth reported claim</b>	<b>\$10,000</b>
<b>Seventh and greater claims</b>	<b>\$20,000</b>

<b>Employee Benefits Liability</b>	
NJIIF Self Insured Retention	<b>\$1,000,000</b>
Coverage Trigger Occurrence	
Member Deductible: (Employee Benefits Liability)	
<b>Per Member deductible: 1</b>	
<b>First through Third reported claim</b>	<b>\$ 5,000</b>
<b>Fourth through Sixth reported claim</b>	<b>\$10,000</b>
<b>Seventh and greater claims</b>	<b>\$20,000</b>

**AUTO LIABILITY**

Limit of Liability CSL, Per Occurrence, Per Member	<b>\$10,000,000</b>
Personal Injury Protection	<b>Statutory Limits Only</b>
Uninsured/Underinsured Motorist	<b>\$15/30/5</b>
NJIIF Self Insured Retention	<b>\$1,000,000</b>
Per Member Deductible: (Auto Liability)	<b>NIL</b>

1 Claims totals include POL/EPLI, Law Enforcement, Sexual Abuse, Employee Benefits Liability, and Violent Event Response

**G. WORKERS COMPENSATION**

Workers Compensation Coverage Part A	<b>Statutory</b>
Employer's Liability Limits: Coverage Part B	
Each Accident	<b>\$1,000,000</b>
Each Employee for Disease	<b>\$1,000,000</b>
USL & H included in Workers Compensation	
Harbor Marine/Jones Act included in Employer's Liability	
NJIIF Self Insured Retention (For Workers Compensation and Employers Liability Combined)	<b>\$1,000,000</b>
Member Deductible: (Workers Compensation)	<b>NIL</b>

## H. SUPPLEMENTAL WORKERS COMPENSATION

### SUPPLEMENTAL WORKERS COMPENSATION

Total Temporary Disability

**\$300 per week up to 60 weeks – Class 1**

**\$100 per week up to 60 weeks – Class II**

Class 1 employee

Class 2 employee

**Regular Volunteer**

**Auxiliary Volunteer or**

**Junior Volunteer**

Coverage is self- insured by NJIIF

## I. ENVIRONMENTAL IMPAIRMENT LIABILITY

### ENVIRONMENTAL IMPAIRMENT LIABILITY

#### CONTRACTORS POLLUTION LIABILITY

EIL Limits of Liability

**\$1,000,000 each incident**

Aggregate Per Entity

**\$3,000,000**

Policy Aggregate

**\$20,000,000**

Coverages Included:

Coverage A: Covered Locations

Coverage B: Covered Operations

Member deductible

**\$25,000**

NJIIF Self-Insured Retention

**\$75,000**

## J. PUBLIC OFFICIALS AND EMPLOYMENT PRACTICES LIABILITY

**Limit of Liability each claim 2**

**\$10,000,000**

**Member Aggregate Limit**

**\$20,000,000**

**Crisis Management Fund**

**\$25,000**

**Coverage Form:**

**Claims Made &  
Reported Form**

**NJIIF Self Insured Retention:**

**\$750,000**

**Member deductible:**

**First through Third reported claim \$ 5,000**

**Fourth through Sixth reported claim \$10,000**

**Seventh and greater claims \$20,000**

2 Claims totals include POL/EPLI, Law Enforcement, Sexual Abuse, and Employee Benefits

### III. OPERATIONAL PHILOSOPHY

#### A. GENERAL

As is the case with any organization, an established operating philosophy, formalized in a document such as this, is a necessary precursor to success. This section of the Risk Management Plan is developed to provide general instruction for key areas and providers of service to the Fund.

A Fund year may only be closed by resolution adopted after a public hearing.

1. All participants must receive at least one (1) month prior notice of the public hearing.
2. The resolution shall provide for the maintenance of all records in accordance with the requirements of the Commissioner of Banking and Insurance and other regulations and statutes then in effect.

#### B. ASSESSMENT PROCEDURES

1. By November 15<sup>th</sup> of each year, the Actuary shall compute the probable net cost for the upcoming Fund year by line of coverage. The actuary includes all budget items in these computations.
2. The annual assessment of each member shall be based upon various factors including by example, loss history, exposures, management systems and allocation for the upcoming year based upon the total budget.
3. The annual assessment for the Fund's first year of operation shall be paid to the Fund as follows; Workers Compensation Fund 25% January 15<sup>th</sup>, 25% May 15<sup>th</sup> and 50% August 1<sup>st</sup>. Multi Line Fund 50% January 15<sup>th</sup>, 50% July 15<sup>th</sup> of each fund year as determined by the commissioners. The annual assessment for subsequent Fund years shall be paid in accordance with the provisions stated in the Fund's bylaws.
4. In the event the final budget passed in December necessitates changes in the annual assessment, the second installment shall be adjusted to reflect this difference.
5. The NJIIF's CMFO shall deposit each member's assessments into the appropriate accounts including the administrative account, and the claim or loss retention Trust Account by Fund year for each type of coverage.
6. If a local unit becomes a member of the Fund after the start of the Fund year, such member's assessment and supplemental assessments shall be reduced in proportion to that part of the year, which has lapsed.
7. Should any member fail or refuse to pay its assessments or supplemental assessments, or should the Fund fail to assess funds required to meet its obligations, the CMFO, shall notify the Commissioner of Insurance and the Director of Community Affairs. Past due Assessments shall bear interest at the rate established annually by the Fund's By-Laws.
10. All supplemental assessments are charged to the participating local unit's by applicable Fund year.

### C. FUND COMMISSIONERS AND TRUSTEES

Fund Commissioners, are the backbone of the Fund. These individuals will in large measure control the success of the Fund by actively participating in the safety and loss control programs developed by the Fund for all members, and by implementing these programs in their respective local units. Fund commissioners are encouraged to attend all meetings of the Fund, to serve on committees studying current issues, to enhance their knowledge of risk management, and to encourage consistent safe practices.

### D. FUND PROFESSIONALS

Providers of professional services to the Fund and individual members are strongly encouraged to participate and promote Fund activities. The success of NJIIF will, in part, be a reflection of the professionalism of those providers whose services are integral components of the Fund. Support of the concept of self-insurance, the Fund in general, and the risk management activities of the members in particular are necessary elements of success.

### E. RISK MANAGEMENT CONSULTANTS

Risk Management Consultants appointed by the members shall promote Fund Activities. The success of the NJIIF will be a reflection of the services provided by the Risk Management Consultants.

The Risk Management Consultant shall advise the member on matters relating the Fund's operation and coverages. The Risk Management Consultant shall be governed by the Risk Management Consultant's contract with their respective local unit.

### F. CLAIMS RESPONSE AND RESERVING

The New Jersey Intergovernmental Insurance Fund has engaged the service of an experienced "TPA" to assess and adjust the monetary value of the claims presented against a member of the Fund. It should be noted that it is the Joint Insurance Fund's philosophy to pay only those claims for which those members are legally obligated.

1. To assist in this area Claims will be paid by the Fund as promptly as possible after adequate investigation by the TPA, General Counsel and/or excess carrier(s).

The TPA will, under contract to NJIIF, perform the following:

- a. Review each claim and loss report submitted by the members during the term of their contract.
- b. Conduct an investigation of each qualified claim or loss to the extent deemed necessary and as may be directed or undertaken by General Counsel.
- c. Maintain a file for each qualified claim or loss which shall be available for review by the NJIIF.
- d. Adjust, settle, or resist all qualified claims or losses:
  - (1) within the stated discretionary settlement authority limit;
  - (2) with specific approval of the NJIIF, if outside the stated authority limit.

- e. Perform necessary and customary administrative and clerical work in connection with each qualified claim or loss, including the preparation of checks or vouchers, releases, agreements and other documents needed to finalize a claim.
  - f. Establish and update claim reserves as needed.
  - g. Notify the NJIIF and the NJIIF's excess carrier as designated by the NJIIF, of all qualified claims or losses which may exceed the NJIIF's retention or limit or qualify under a carrier's guidelines and if requested provide information on the status of those claims or losses.
  - h. Maintain an automated loss and information system, and provide the NJIIF with reports.
  - i. Assist the NJIIF in selecting appropriate experts or specialists, as the claims may require.
  - j. Provide personnel needed to perform the services agreed herein.
2. The Fund also establishes reserves recommended by the Fund's actuary for claims that have been incurred but not yet reported so that the Fund has adequate reserves to pay all claims and allocated loss adjusted expense liability.
3. To provide for quality defense and control costs, the Fund has established an approved defense attorney panel. The performance of the defense attorneys is overseen by the General Counsel, only firms on the approved panel counsel shall be assigned matters on behalf of the NJIIF.

## G. CLAIMS PROCEDURES

Initial claim reports for WC or ML Fund should be reported as follows:

### INITIAL CLAIMS FILINGS

#### WC & ML FUND

#### PMA Companies

By Phone: Toll Free Customer Service Center: 1-888-476-2669

By Fax: (First Reporting) 1-888-329-2721

By Website: pmamcfr@pmagroup.com

### SUMMONS AND COMPLAINTS

Should be reported to PMA Companies with a copy to

General Counsel to NJIIF

Eric Nemeth, Esq

55 Madison Avenue, Suite 400

Morristown, New Jersey 07960

Tel: 973-539-2122

Fax: 973-442-8326

All acknowledgment letters will be emailed to the member's commissioner or other designated representative with the name of the PMA Companies adjuster and the claim number. Subsequent mail should be directed to that adjuster referencing the appropriate claim number.

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## H. SAFETY AND LOSS PREVENTION

The Fund believes that through sound Safety and Loss Control practice it will be able to minimize its total cost of risk (TCR). Accordingly, each member is asked to establish a local Safety and Loss Control Committee under the direction of the Fund's Safety and Loss Control Committee. The goal of this Committee will be to reduce the TCR through the identification of sources of loss and the implementation of appropriate control mechanisms.

The Fund will establish a Safety and Loss Control Committee who will support the development of the member specific Safety and Loss Control Committees.



## I. LITIGATION MANAGEMENT AND LEGAL FEES

The NJIIF realizes that every claim will not reach an amicable solution. Careful selection and control of claims and claims defense is very important. The NJIIF has established procedures to provide quality defense of claims and monitor the defense procedures and costs. These procedures include:

- a. A list of approved defense attorneys.
- b. Monitoring the activities of the defense attorneys.

The NJIIF's General Counsel will supervise all legal defense activity and experts, with the exception of WC petitions will be co-supervised by the TPA and General Counsel.