

Public Alliance Insurance Coverage Fund

2022 POLICIES & PROCEDURES MANUAL

PRIVATE

The information contained herein should not be disclosed to unauthorized personnel. It is meant solely for use by authorized Public Alliance Insurance Coverage Fund Representatives.

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Purpose of Manual

This manual has been designed as a companion to all other *fund* references.

It is intended to be an aid explaining and memorializing policies and procedures adopted by the *fund* since its inception on January 1, 1997.

While it can be used independently, it is intended to be most effective when used in conjunction with the *fund* bylaws, risk management plan, safety manual, meeting minutes, and the coverage document(s).

This manual is designed to be updated as needed.

2022 Appointed Officials
Fund Commissioners

Participant	Address	Fund Commissioner
Borough of Alpha	1001 East Boulevard Alpha, NJ 08865-4418	Pete Pettinelli (908) 454-0088
Town of Belvidere	691 Water Street Belvidere, NJ 07823-1321	Joseph Kennedy (908) 475-5331
Township of Bethlehem	405 Mine Road Asbury, NJ 08803	Judy Nelson (908) 735-0632
Borough of Bloomsbury	91 Brunswick Avenue Bloomsbury, NJ 08804-0098	Lisa Burd Reindel (908) 479-4200
Township of East Amwell	1070 Route 202/31 Ringoos, NJ 08551	Krista Parsons (908) 782-8536
Township of Frankford	151 State Highway 206 Augusta, NJ 07822	Lori Neinstedt (973) 948-5566
Township of Franklin (Warren)	2093 Route 57, PO Box 546 Broadway, NJ 08808	Mike Ferri (908) 689-3994
Borough of Glen Ridge	825 Bloomfield Avenue Glen Ridge, NJ 07028-0066	Michael Zichelli (973) 748-8400
Township of Greenwich	321 Greenwich Street Stewartsville, NJ 08886	Robert Barsony (908) 859-0909
Township of Hardwick	40 Spring Valley Road Hardwick, NJ 07825	John Lovell (908) 362-6528
Township of Hope	PO Box 284 Hope, NJ 07844	Terry Urfer (908) 459-5011
County of Hunterdon	P.O. Box 2900 Flemington, NJ 08822	Kevin Davis (908) 788-1120
City of Lambertville	18 York Street Lambertville, NJ 08530	Cynthia Ege (609) 397-0110
Township of Liberty	349 Mountain Lake Road Great Meadows, NJ 07838	Diane Pflugfelder (908) 637-4579
Borough of Milford	30 Water Street P.O. Box 507 Milford, NJ 08848	Henri Shapens (908) 995-4323
Township of Pohatcong	50 Municipal Drive Phillipsburg, NJ 08865-7800	John Stillo (908) 454-6121

Township of Readington	509 Route 523 Whitehouse Station, NJ 08889	Richard Sheola (908) 534-4051
Borough of Ridgefield	604 Broad Avenue Ridgefield, NJ 07657	Frank Elenio (201) 943-5215
Township of Union	140 Perryville Road Hampton, NJ 08827	Grace Brennan (908) 735-8027, x10
Township of White	555 County Route 519 Belvidere, NJ 07823	Jeff Herb (908) 475-2093
Township of Winfield	12 Gulfstream Avenue Winfield, NJ 07036	Melanie Slowik (908) 925-3850

PUBLIC ALLIANCE INSURANCE COVERAGE FUND**Professional Services**

Function	Contact/Company	Address	Phone #/Fax #
Actuary	Kyle Mrotek Eric Bause The Actuarial Advantage	227 Market Street, Suite B Camden, NJ 08102	(610) 627-0702 (610) 627-0704 (610) 627-1531
Administrator	PEGAS Willard R. Young 3 rd Chuck Hartsoe PEGAS/Risk and Loss Managers, Inc. Barbara Murphy Michaelene Miller	51 Everett Drive, Suite B-40 West Windsor, NJ 08550-5374	(609) 275-1155 (609) 275-9662
Attorney	M. Paige Berry Saul Ewing LLP	750 College Road East, Suite 100 Princeton, NJ 08540-6617	(609) 452-3138 (609) 452-6112
Investment Manager	Martin Hammond PFM Asset Management, LLC	200 Princeton South Corporate Center, Suite 270A Ewing, NJ 08628	(609) 917-5424 (609) 452-0952
Auditor	Shawn Gillon Withum, Smith + Brown	One Tower Center Blvd. East Brunswick, NJ 08816	(732) 828-1614
Claims Administrator	Robert Granata Highland Claim Services, Inc.	PO Box 222, 40 RT 94 McAfee, NJ 07428-0222	(973) 459-4252 (973) 679-8796
Custodian of Funds	Greg Della Pia	150 River Road, Suite G-2B Montville, NJ 07045	(973) 402-2636 (973) 331-1591
Loss Control Specialist	Michael Niznik Partnership Safety Consulting	100 Hillside Road Mechanicsburg, PA 17050	(888) 647-5634
Managed Care	Missy Pudimott Medlogix	300 American Metro Blvd. Ste. 170 Hamilton, NJ 08619	(800) 225-4246 (609) 631-7647

INTRODUCTION

I. Authority for Existence:

- i. N.J.S.A. 40A:10-36
- ii. N.J.A.C. 11:15-2

II. State Regulatory Division(s):

- i. Department of Community Affairs
- ii. Department of Banking and Insurance

III. Source of Coverage

- i. Bylaws;
- ii. Plan of Risk Management;
- iii. Coverage Documents;
- iv. Meeting Minutes; and
- v. Any combination thereof.

Eligibility Requirements

Membership in the ***fund*** is conditioned upon satisfactory underwriting, actuarial and field survey evaluations. The effective date of admission must be approved by two-thirds (2/3) vote of the total membership.

A new member town seeking admission shall:

1. Remit the application fee in the amount of \$100.00; payable to the Public Alliance Insurance Coverage Fund; and
2. Submit a completed application on the approved form;
3. Submit the most recent five (5) year claim histories for each line of coverage from insurance companies or third-party administrators in a form acceptable to the underwriters, the actuary, and the fund administrator.
4. Provide the required resolution and execute the approved Indemnity and Trust Agreement;

Attendance

A calendar of meeting dates is prepared and adopted at the reorganization meeting in January each year.

All fund and safety commissioners are encouraged to maintain a respectable attendance record. The appointed officials shall notify the administrator's office of a planned absence in advance of a meeting in order to be assured that there will be a quorum in attendance to transact the business of the ***fund***.

Travel Regulations

1. Introduction

Persons authorized to travel on official ***fund*** business are expected to exercise the same care in incurring expenses that they would if traveling on personal business at their own expense. Excessive and unnecessary travel and other expenses shall not be approved or reimbursed. Travel routes are to be planned so that minimum amounts of travel and expense are involved in relation to official activities. Expenditures for official travel are reimbursable if incurred in accordance with these regulations. These regulations cover most travel requirements which arise in the normal operation of the ***fund***. If situations arise which are not specifically authorized by these regulations, the advance approval of the ***fund*** is necessary.

Fund Commissioners are obligated to see that these regulations are carried out properly.

2. *Authorized Travel*

A. Major Conferences

Each member shall be eligible to designate one (1) person to attend one (1) conference annually beyond a 150-mile radius of the official station to which the authorized representative is regularly assigned subject to the following regulations:

1. Availability of funds.
2. Advance approval by the executive board of a written request.
3. Reporting requirements for past and requested conference being met.
4. Compliance in conducting at least seventy five percent (75%) of local safety meetings and submission of minutes for those meetings in accordance with the *fund's* safety program then in effect, and attendance at nine fund commissioners' meetings by the local unit's fund commissioner for the immediate preceding twelve (12) months.
5. Expense restrictions are as outlined below.

B. Local Conferences

Each member shall be eligible to designate one (1) person to attend up to two (2) conferences annually within a 150-mile radius of the official station to which the authorized representative is regularly assigned subject to the following regulations:

1. Availability of funds.
2. Advance approval by the executive board of a written request.
3. Reporting requirements for past and requested conference being met.
4. Expense restrictions as outlined below, but no allowance for airfare.

3. *Funds for Traveling Expenses*

Under normal conditions, persons authorized to travel on official business shall provide themselves with sufficient funds of their own to cover all current expenses.

4. *Allowable Expenses*

Allowable travel expenses are confined to those which are essential to transacting the official business of the *fund*. Only the necessary expenses, incidental to the ordinary usual comforts of a traveler, in the performance of such official duties shall be reimbursed. Expenses for laundry, valet service, entertainment, room service, alcoholic beverages, and other expenses of similar nature are considered personal charges and shall not be reimbursed.

5. Official Station

An official station is the office or headquarters to which *fund* representatives and other authorized personnel are regularly assigned. No transportation costs shall be allowed between the official station and that person's place of residence.

Unless otherwise specified, the geographical limits of an official station are the corporate limits of the municipality where the official station of the person is located. However, where necessary transportation expenses arise within the limits of an official station, other than between home and office, or place of duty, reimbursement for such expenses shall be made as provided.

6. Transportation by Personally-Owned Car (Mileage Basis)

Mileage in lieu of all actual expenses of transportation is allowed an authorized person traveling by his or her own automobile on official business at the "IRS" mileage rate, provided such mode of travel is previously approved. Parking and toll charges are allowed in addition to the mileage allowance. Reimbursement for travel to points outside of the State by automobile shall not exceed the cost of standard (less than first class) air or rail fare, whichever is less expensive.

Subsistence

1. Subsistence Allowance

Conventions, Conferences, Staff Training

A. Per diem - lodging, meals:

1. a. The conference facility/hotel single occupancy rate will be paid for lodging when attending a convention, conference, staff training program or seminar where housing accommodations are an integral part of the reservation.
- b. In all other situations, up to \$85.00 per day will be allowed for single occupancy lodging when attending a convention, conference, staff training program, or seminar where housing accommodations are necessary.
2. An allowance of up to \$50.00 per day for receipted expenses will be paid for meals.

B. The person shall obtain or make efforts to negotiate commercial rates for lodging.

C. Reimbursement is approved for the full cost of an official convention meal that the employee attends when such meal is scheduled as an integral part of the convention or conference proceedings.

- D. Personal charges appearing on a hotel bill shall be deducted, and the deduction shown on the bill.
- E. Charges for liquor are not reimbursable.
- F. No allowance is made for meals served as part of transportation accommodations when the cost is included in the transportation charge.

2. *Travel Expense Vouchers and Receipts*

- A. All claims and reimbursement of traveling expenses shall be itemized and stated in accordance with these regulations.
- B. Receipts for hotel or lodging, and meals shall accompany the travel expense report. Reimbursements will not be made without documentation.
- C. Reimbursement of conference registration fees prior to the conference is permitted.
- D. Travel expense reports shall be supported by other receipts as the *fund* may require. They shall include receipts for tolls and parking expenses.
- E. The travel expense report shall show the dates and individual points of travel, number of miles traveled between such points and kind of conveyance used. If the distance traveled between any given point is greater than the usual route between these points, the reason for the greater distance shall be stated.
- F. When travel is authorized in the authorized person's own automobile on a mileage basis, the points between which the travel was made and the distance traveled between each place shall be shown on the expense report.
- G. Mileage reimbursement to be made at the IRS allowance then in effect.

Conference Reports

1. Required Reporting

Each person attending a convention, conference or seminar is required to prepare and submit a formal report within ten (10) days after the event. The reports shall be to the attention of the ***fund***. These reports shall be circulated to interested ***fund*** representatives by the Administrator as a vehicle to inform and educate those individuals who did not attend the event.

2. Report Format

Each report shall be prepared in the following format:

A. Report Introduction

1. ***Fund*** Personnel Attending
2. Conference Name
3. Sponsoring Unit
4. Date Held
5. Location

B. Contents

1. Formal Presentations Attended
Brief description of topics presented. Attach any materials you feel would benefit ***fund*** representatives.
2. Informal Meeting or Exhibits Attended
Brief description of topics presented. Attach any materials you feel would benefit ***fund*** representatives.
3. Overall Conference Recap
 - a. Theme(s) of conference
 - b. Overall rating
 - c. Would you attend or not attend next year?

- d. Names of *fund* personnel who should attend next year, if any. If others should attend, define benefits that would be gained for either the individual or *fund* as a whole.

C. Special Interests

List any special comments (pro or con) that would benefit *fund* representatives attending next time. Examples include hotel accommodations, restaurants, etc.

Catastrophic Claims

We request that you immediately contact Highland Claim Services, Inc. via telephone to report any catastrophic claims. You may contact Medlogix 24 hours a day by calling (800) 293-9795 for workers' compensation claims or Highland Claim Services, Inc. at (973) 459-4250 or fax (973) 679-8796 for all others. In the event an accident occurs after normal business hours, please advise the answering service that this is an emergency and they will reach the appropriate adjuster, who will be instructed to contact you immediately. During normal business hours, you may contact the Control Desk to report the claim. Please advise these individuals that it is a catastrophic claim so that Highland Claim Services, Inc. can commence investigation immediately.

All claims which involve the following injuries must be reported within twenty-four (24) hours:

- Spinal Cord Injury
- Amputations
- Quadriplegia
- Brain Damage
- Blindness
- Severe Burns
- Multiple Fractures
- Massive Internal Injuries
- Back injury resulting in total incapacity to work
- Fatality
- Class Action
- Rape and/or sexual molestation

Property

Claim Reporting

Property losses include not only physical property, i.e. buildings, contents, etc., but also include automobiles, fire trucks, etc. Two forms should be utilized in the reporting of property claims: one for vehicular damage and the other for physical property.

A. Vehicular Damage

1. Please complete Acord Form (Automobile Loss Notice) involving any vehicle, i.e. police vehicle, fire truck, administration vehicle, etc. Please advise on the loss notice what type of physical damage is involved, i.e. collision, comprehensive, etc.
2. Once the Acord form has been completed, immediately forward it to Highland Claim Services, Inc. for continued handling.
3. In the event of a total loss, please contact your representative at the Highland Claim Services, Inc. office by telephone to report the claim so that an adjustment can commence immediately. However, we ask that you follow up with a written notice for further documentation.

B. Physical Property

1. These types of losses involve fire, flood, and windstorm damage to buildings and contents and other fixed items owned by you. Please complete the Acord Property Loss Notice and immediately forward it to Highland Claim Services, Inc. for continued handling.
2. In the event of a serious loss, please contact your representative at Highland Claim Services, Inc. by telephone to report the claim so that an adjustment can commence immediately. Again, we ask that you follow up with written confirmation via the Acord Property Loss Notice for further documentation.

Please also complete the Claim Transmittal Form, which will advise Highland Claim Services, Inc. as to whether it is a new report or additional information, the department, the claim type, the date of loss, etc. Again, this should be attached to the loss notice when forwarding it to Highland Claim Services, Inc.

PLEASE BEAR IN MIND THAT THERE IS A DEDUCTIBLE FOR LOSSES OF THIS TYPE. IF INFORMATION AVAILABLE TO YOU INDICATES THAT THE DAMAGES ARE LESS THAN THAT AMOUNT, THERE IS NO NEED TO REPORT TO HIGHLAND CLAIM SERVICES, INC.

➤ Refer to Forms Section: C.

Workers' Compensation

Claim Reporting

1. At the time of an accident, contact Medlogix to submit the information necessary to complete the Employers' First Report of Injury. Medlogix will file the report form with the State of New Jersey, as per New Jersey Statute.
2. Once Medlogix has received all of this information, an acknowledgment will be forwarded back to you with other information, including the adjuster's name and our claim file number, so that future information can be transmitted correctly.
3. Suspense claims are incident reports which may be reported to Highland Claim Services, Inc. All suspense claims should be marked as "RECORD PURPOSE ONLY"

Do not wait for medical bills/invoices to report the Workers' Compensation claims.

The bills can be submitted when received. Be sure to send the bills to the same place/person the claim was reported to.

➤ Refer to Forms Section: D.

Public Liability Notice of Claim

Any tort action brought against you must be presented in accordance with “Title 59” which may also be referred to as the New Jersey Tort Claim Act.

The ***fund***, by rule and regulation, has adopted a form to specify information that must be presented by claimants.

This information is considered reasonably necessary for the disposition of claims under this act.

- Refer to Forms Section: H.

Automobile Liability

Claim Reporting

1. You may receive some type of Notice of Claim from either the claimant or his attorney. In some instances, the injured party will report the claim by telephone, which obviously will not contain sufficient information to comply with the N.J. Tort Claims Act. You should advise that individual that your municipality has a policy and an official form that must be completed within 90 days by any individual seeking to assert a claim. You should mail the Notice of Claim form to the individual alleging injury and/or damages.

However, if the claim is serious in nature you may take the information from the injured party and utilize the Acord Automobile Loss Notice in reporting the claim to Highland Claim Services, Inc. Although the Acord Automobile Loss Notice does not contain a sufficient amount of information to adhere to New Jersey Statutes, Highland Claim Services, Inc. will obtain additional information. The information, however, should contain the following:

- A. Name of injured party;
 - B. Address of injured party;
 - C. Social Security Number (if possible);
 - D. Date, time, and place of accident;
 - E. Brief facts of accident;
 - F. Extent of injuries/damages; and
 - G. Witnesses (name and address).
2. It is important that you forward any official reports that your police, fire or other departments may have completed with reference to the incident. However, please do not hold the claim until the official reports are completed by the individual department; once they are received in your office, forward the reports to Highland Claim Services, Inc.

➤ Refer to Forms Section: A and E.

General Liability

(Including Police Professional and Product Liability)

Claim Reporting

1. You will receive some type of Notice of Claim from either the claimant or his attorney. In some instances, the injured party will report the claim by telephone, which obviously will not contain sufficient information to comply with the N.J. Tort Claims Act. You should advise that individual that your municipality has a policy and an official form that must be completed within 90 days by any individual seeking to assert a claim. You should mail the Notice of Claim form to the individual alleging injury and/or damages.

However, if the claim is serious in nature you may take the information from the injured party and utilize the Acord General Liability Loss Notice in reporting the claim to Highland Claim Services, Inc. Although the Acord General Liability Loss Notice does not contain a sufficient amount of information to adhere to New Jersey Statutes, Highland Claim Services, Inc. will obtain additional information. The information, however, should contain the following:

- A. Name of injured party;
 - B. Address of injured party;
 - C. Social Security Number (if possible);
 - D. Date, time, and place of accident;
 - E. Brief fact of accident;
 - F. Extent of injuries/damages; and
 - G. Witnesses (name and address).
2. Once you have obtained the above information, please utilize the Claim Transmittal Form which will be completed by your office. You will note that the Claim Transmittal Form includes information as to which department was involved, the name(s) of the claimant(s), the date of loss and the date you are transmitting the information to Highland Claim Services, Inc. Information also includes whether it is a new claim or additional information being forwarded, as well as the claim type.
 3. Once Highland Claim Services, Inc. has received this information, they will assign the adjuster and an acknowledgement will be forwarded back to you, which will indicate the adjuster assigned, as well as the claim number, which you will use when transmitting additional documents to Highland Claim Services, Inc. if they are received by our office.
 4. It is important that you forward any official reports that your police, fire or other departments may have completed with reference to the incident. However, please do not hold the claim until the official reports are completed by the individual department; once they are received in your office, forward the reports to Highland Claim Services, Inc.

➤ Refer to Forms Section: C and E.

General and Auto Liability

Rejection of Claims

You may receive some type of notice of claim from a claimant that should be rejected; i.e. pot holes. You should feel free to deny the claim in accordance with New Jersey Tort Claim Act, Title 59.

If the claimant persists you should ask them to complete the adopted Notice of Claim form. Please contact the administrator if you have any questions.

- Refer to Forms Section: E and F

Claim Reports

Claim Management reports are sent quarterly to each member from the claims servicing organization, reflecting the claims activity during the period. Detailed claim reports are sent annually. The administrator and auditor are assuming the claim reports are accurate unless advised of any discrepancies by the respective members. When the auditor completes the annual financial examination, the reports will be considered a representation that the claims paid are appropriate.

Claims Audit

Claims audits of opened and closed claim files handled by claims servicing organization will be performed, as the *fund* deems necessary.

Defense Assignment

The *fund* realizes that every claim will not reach an amicable solution. Careful selection and control of claims and claims defense is very important.

The *fund* recognizes that all defense counsel must comply with the Rules of Professional Conduct and Code of Judicial Conduct of the American Bar Association, as amended and supplemented by the New Jersey Supreme Court (the “RPC”).

It is the policy of the *fund* that no defense counsel or a member of his/her law firm shall be assigned the defense of a complaint/petition where the defense counsel or a member of his/her law firm serves as counsel to the member named in the complain/petition unless the *fund* attorney deems such representation appropriate. No defense counsel or a member of his/her law firm, appointed as defense counsel by PAIC shall represent an individual or entity in any matter, whether or not a formalized complaint or petition, against PAIC or any of its members. PAIC shall terminate the appointment of defense counsel where the defense counsel or a member of his/her law firm has violated the above conflict of interest policy.

The *fund* will review the list of authorized attorneys.

The *fund* has established procedures to provide quality defense of claims and monitor the defense procedures and costs. The procedures include:

- A list of approved defense attorneys follows. The list will include attorneys with previous experience with workers' compensation and/or Title 59, and a fee structure considered to be reasonable shall be approved by the Executive Committee.
- The fund attorney shall assign all defense council from the panel.
- The claims administrator will always retain primary responsibility for the management of litigation from inception through final disposition. The claims administrator will work closely with the fund attorney and the selected defense counsel and will continually monitor all assignments.
- The *fund* attorney shall be responsible for the evaluation of defense counsel and have a responsibility to assist the claims administrator in monitoring the cost and performance of defense counsel, shall assist in the coordination of claims in litigation and participate in the planning of pre-trial and trial strategy.
- The fund may elect to appoint an attorney or attorneys as special counsel or may designate the fund attorney as such.

PUBLIC ALLIANCE INSURANCE COVERAGE FUND
DEFENSE COUNSEL

I. DEFENSE COUNSEL

1. Lawrie Cozier & Vivenzio
200 Valley Road
Mt. Arlington, NJ 07856
(t) (973) 770-3500
(f) 973 770-4812

Lawrence S. Vivenzio
Workers' Compensation
lcvesqs@optonline.net
2. Wiley, Malehorn, Sirota & Raynes
250 Madison Avenue
Morristown, NJ 07960
(t) (973) 539-1313
(f) 973 539-0572

James M. McCreedy
Title 59
jmccreedy@wmands.com
3. Keenan & Doris LLC
71 Union Avenue, Suite 105
Rutherford, NJ 07070
(t) (201) 355-8110
(f) (201) 355-8118

Thomas Keenan
Title 59
tkeenan@keenandoris.com
4. Florio Perrucci Steinhardt & Fader
235 Broubalow Way
Phillipsburg, NJ 08865
(t) (908) 454-8300
(f) (908) 454-5827

Douglas J. Steinhardt, Esquire
Title 59
DSteinhardt@fpsflawfirm.com
5. Trinity & Farsiou, LLC
47 Maple Avenue, Suite 7
Flemington, New Jersey 08822
(t) (908) 824-7265
(f) (908) 968-3891

Steven D. Farsiou, Esq.
Title 59
sfarsiou@trinityandfarsiou.com
6. Methfessel & Werbel, P.C.
2025 Lincoln Highway, Suite 200
Edison, NJ 08817
(t) (732) 248-4200
(c) (732) 610-6881

Eric Harrison
Title 59
harrison@methwerb.com
7. Cleary Giacobbe Alfieri & Jacobs, LLC
169 Ramapo Valley Road, Upper Level 105
Oakland, NJ 07436
(t) (973) 845-6700
(f) (201) 644-7601

Matthew J. Giacobbe, Esq.
Title 59
mggiacobbe@cgajlaw.com
8. Leitner, Tort, DeFazio & Brause
244 Fernwood Avenue
Edison, NJ 08837
(t) (732) 417-9700
(f) 732 417-9156

John R. Tort
Workers' Compensation
jtort@ltdlegal.com

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- | | | |
|-----|---|--|
| 9. | Hoagland, Longo, Moran, Dunst & Doukad, LLP
40 Paterson Street
P.O. Box 480
New Bruswick, NJ 08903
(t) (732) 545-4717 | Susan K. O'Connor
Title 59
soconnor@hoaglandlongo.com

(f) (732)545-4579 |
| 10. | Macce & Cresti, P. C.
17 East Main Street
Clinton, New Jersey 08809
(t) (908) 713-9008 | John C. Macce, Esq.
Title 59
john@maccelaw.com
(f) (908) 713-9009 |

II. COVERAGE COUNSEL

- | | | |
|----|--|------------------------|
| 1. | Hill Wallack
202 Carnegie Center
Princeton, NJ 08543-5226
(609) 924-0808 | Gerald Hanson |
| 2. | Carroll, McNulty and Kull, LLC
17 Mendham Road
P.O. Box 427
Gladstone, NJ 07934
(908) 781-1500 | Christopher R. Carroll |

Safety - Loss Control

The safety/loss control effort is supported by the Loss Control Specialist.

Loss Control Specialist

The loss control specialist will assist members in risk identification and risk control techniques and provide a loss control survey of each location.

Underwriting Criteria

1. *New Applicant*

- A. All known exposures must be declared in advance. An approved application is provided.
- B. Copies of existing policies must be provided.
- C. Copies of the latest five (5) year historical claim information must be provided.
- D. Copy of the latest budget must be provided.
- E. Copy of the latest auditor's report may be requested.
- F. Applicants must accept all coverage provided by the *fund*.

2. *Renewal Procedure*

- A. All underwriting information on file must be updated each year (June/July is the anticipated schedule).
- B. Declare all exposures not previously reported.
- C. Copy of the latest auditor's report may be requested.

3. *Schedule(s) Data*

A. Real and Personal Property

All known locations must be declared. A statement of values must be prepared.

B. Other Equipment

All known portable equipment must be scheduled. This would include but not be limited to, items such as mobile equipment, contractor's equipment, communications equipment, data processing equipment, etc.

C. Fine Arts, Antiques and Collectibles

All declared items valued in excess of \$1,000 must be scheduled in advance. Evidence of the value must be supported by an independent professional appraiser.

D. Automobiles

All owned and leased vehicles must be scheduled.

E. Employee Payroll

The expected annual payroll must be reported for the subsequent reporting period. The estimated compensation must be declared in advance for each job classification. Most frequently used job types:

<u>Code</u>	<u>Classification</u>	<u>Number of Employees</u>	<u>Payroll</u>
0106	Shade Tree Commission		
5222	Bridges or Culverts		
5509	Street Maintenance		
6217	Landfill		
6306	Sewer Construction		
7384	Bus System		
7520	Water Department		
7539	Electric Department		
7580	Sewer Department		
7711	Fire Department (Paid)		
7711B	Fire Department (Volunteer) (Number Only)		
7715	First Aid/Rescue Squad (Number Only)		
7715B	First Aid (Volunteer) (Number Only)		
7720	Police (arrest powers only)		
7728	Crossing Guards		
8397	Auto Repair		
8601	Engineer		
8742	Sales		
8810	Administrative/Clerical		
8810B	Police Dispatchers & Clerical		
88102	Mayor/Council		
88103	Judges/Magistrates		
8820	Attorney		
8828	After School Care		
8835	Public Health Nurses		
8838	Library Professionals		
8868	School/Prof		
9015	Building		
9033	NJPHA		
9045	Health Care Services		
9061	Swimming Pool		
9102	Park and Recreation		
9106	Library - non professionals		
9402	Street Cleaning		
9403	Sanitation		
9410	Member Employees NOC		
9410B	Lifeguards		
9421	County Gov't/Youth Workers		

<u>Code</u>	<u>Classification</u>	<u>Number of Employees</u>	<u>Payroll</u>
9726	Animal Shelter		

The *fund* does not intend to increase the annual assessment due to an increased final audit. However, any dramatic irregularity will be reviewed by the Executive Committee for appropriate action.

F. Appropriations

The total municipal general appropriations (both in and out of the CAP) must be declared for the subsequent reporting period. The appropriation should be adjusted net of the following deductions:

- Reserve for uncollected taxes
- Deferred charges to future taxation
- Debt service
- Capital improvement
- Judgements
- Sanitation independent contracted service

G. Watercraft

All owned watercraft must be declared. Liability coverage is limited to 50' length overall. You should provide a schedule that includes:

- Year, make, model
- Serial number
- Horsepower and length overall

H. Police Officers

The following information is required and should be declared in advance.

- Number of officers who are armed and have arrest powers
- Number of officers without arrest powers; school crossing guards, meter maids, etc.
- Number of personnel who are not officers; clerical
- Number of auxiliary police or reserve
- Number of police dogs or horses

4. ***Special Exposures***

The following exposures must be declared. A separate questionnaire may be required for the following exposures:

- Water, Sewer or Electric Utility
- Parking Authority
- Landfill, Dump or Refuse Site
- Golf Courses and annual receipts
- Dams, Levees or Dikes

- Waterfront, Lakes or Reservoirs
- Wharves/ Piers/Docks
- Watercraft
- Stadiums, bleachers or grandstands
- Convention Center
- Day Camps, day care, day nurseries
- Fairs
- Fireworks
- Ice/Roller Skate/Blade/Board Facilities
- Animal Pound
- Industrial Park
- Cemetery
- Pistol Range
- Chemical Spraying
- Swimming Pool
- Concession Stand
- Fire/First Aid District

5. *Special Conditions*

Building - vacant/or unoccupied (Notification is required within sixty (30) days of acquisition.):

- Vacant means containing nothing; being without contents or occupants.
- Unoccupied means not currently in use and not visited on a regular basis by municipal personnel; however, is being used for storage or contain contents.

Locations defined as vacant will be valued at “actual cash value” at the time of a loss.

An exception may be considered and approved by the Executive Committee and insurer subject to an inspection.

A building with seasonal occupancy will not be considered vacant or unoccupied, however, should be reported as well.

6. *Change Instructions*

You must advise the administrator's office in advance:

A. To add a new building/contents location, you must let the administrator's office know:

1. Date of acquisition or possession;
2. Street address or legal address (block and lot numbers and street and town);
3. Insurable value of the building (replacement cost);
4. Description and occupancy;
5. Square footage;

6. Construction; masonry, frame, etc.;
7. Number of stories;
8. Alarms, security, etc.; and
9. Mortgagee/additional interest, if any.

B. To add a new location in the course of construction (builders' risk) or rehabilitation's, you must let the administrator's office know:

1. Expected date project will begin, and when it will end;
2. Street address or legal address (block and lot number and street and town);
3. Completed insurable replacement cost value of the building and the estimated date of completion;
4. Description and occupancy;
5. Square footage;
6. Construction; masonry, frame, etc.;
7. Number of stories;
8. Alarms, security, etc.; and
9. Mortgagee/additional interests, if any.

NOTE: You must let the administrator's office know when construction has been completed. You should advise occupancy date and the insurable value of any contents.

C. To add/delete any new item that may be categorized under other equipment, fine arts, etc. you must advise the administrator's office:

1. Date of acquisition;
2. Year, make and model, if applicable;
3. Serial number, if applicable;
4. Replacement value;
5. Department or location assigned;
6. Description and use; and

7. Loss payee/additional interest, if any.

➤ **Refer to Form I**

D. To add/delete a vehicle, you must let the administrator's office know:

1. Date of acquisition;
2. Year, make and model, if applicable;
3. Serial number, if applicable;
4. Purchase price; except fire trucks over 15 years old, replacement cost or scheduled value;
5. Gross vehicle weight (trucks);
6. Department or location assigned;
7. Description and use; and
8. Loss payee/additional interest, if any.

➤ **Refer to Form G**

Insurance Requirements Certificates of Insurance

1. Contractor or Vendor Exposure

A Certificate of Insurance provides notice to you that your contractor or vendor is offering some level of protection to and on behalf of the member town.

Your competitive bidding document should include insurance conditions and a hold harmless and indemnification agreement.

The recommended minimum limit of liability is \$1,000,000 bodily injury and property damage combined single limit. Any hazardous activity or those with a high degree of loss potential may require higher limits.

The member town should be added as an additional insured to all required coverages. Being named as an additional insured is not a substitute for a hold-harmless and indemnification agreement.

2. Civic Group - Organized Activity Use of Public Facilities - Sports Leagues, etc.

If a group uses a public facility for an event, the member town should request a certificate of insurance and hold harmless and indemnification agreement.

As a suggested guideline, a \$1,000,000 bodily injury and property damage combined single limit should be requested.

The member town should also be added as an additional insured. Being an additional insured is not a substitute for a hold harmless and indemnification agreement.

3. Use and Occupancy Agreements (Tenancy)

All lease agreements for tenancy of public facilities owned by a member town should contain insurance conditions and a hold harmless and indemnification provision in favor of the municipality.

The recommended minimum limit of liability is \$1,000,000 bodily injury and property damage combined single limit.

The member town should be added as an additional insured. Being added as an additional insured is not a substitute for a hold harmless and indemnification agreement.

4. Member Town Certification of Coverage

A member town may also be asked to provide evidence of insurance and financial responsibility. The administrator's office in conjunction with the underwriters will require the following information:

- Certificate holder's name and address.
- Coverage being requested.
- Description of the event; dates, locations.
- Additional insured.

Refer to Form H.

5. ***Liquor Law Liability***

The ***fund*** does not purchase blanket or conventional market insurance for individual member's liquor law liability exposures. The municipalities should use an outside vendor to dispense liquor at events. A certificate of insurance evidencing a minimum of \$1,000,000 liability coverage should be requested from the vendor in advance of the event.

6. ***Special Events***

A. “Street fairs”, “fair days”, “founders' day”, “parades”, and the like.

The member town's liability coverage does extend to include its sponsorship of the captioned events. Coverage does not extend to vendors, contractors, etc.

The ***fund*** recommends a \$1,000,000 certificate of insurance from vendors. The member should be added as an additional insured. If it is a hazardous type vendor (carnival, fireworks, etc.) then a \$2,000,000 limit would be recommended.

B. Pony Rides/Petting Zoo

The vendor must provide a minimum \$300,000 liability limit for pony rides/petting zoo operation held on municipal premises, although a limit of \$1,000,000 is preferred.

C. Fireworks Display / Amusement Ride Requirements

The following information must be filed with the administrator each year:

1. Copy of contract between fireworks / amusement ride contractor and the municipality.
2. Certificate of insurance to include the following information:
 - a. General liability limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage with at least \$2,000,000 general aggregate. Contractual liability must be included;
 - b. Automobile limits of \$1,000,000 per occurrence, combined single limit for bodily injury and property damage with no aggregate;
 - c. Statutory workers' compensation limits including employers liability limits of \$500,000;
 - d. Umbrella liability limits of \$4,000,000 per occurrence and in the aggregate are strongly recommended, sitting excess of the General Liability, Automobile Liability and Employers Liability coverages.
 - e. The municipality and any associations, recreations, or committees formed by the municipality to organize the “event” must be named as additional insureds on all liability policies;
 - f. Rain date must also be shown.

3. An executed hold harmless agreement in favor of the municipality must be signed by the fireworks / amusement ride contractor. Enclosed is a suggested hold harmless agreement wording to be used by the fireworks display contractor and suggested hold harmless agreement wording to be used by the amusement ride contractor. The **fund** will not accept a “Null and Void” clause in favor of the contractor as part of the hold harmless agreement.
 4. Proof of registration of amusement ride equipment, as well as, a copy of the contractor’s permit application for the rides being utilized for the member sponsored event. Once the equipment is delivered to the event site, the member should confirm that the actual permit is affixed to the equipment. (This applies to Amusement Rides Only).
 5. Those municipalities who have already contracted their fireworks display should provide the underwriting manager for the MEL with:
 - a. Copy of contract between pyrotechnic operator and municipality which includes a statement that the operator will be responsible for policing the fireworks display and searching for and disposing of unfired fireworks;
 - b. Certificates of insurance from contractor; and
 - c. Hold harmless agreement in favor of the municipality.
- Note:
1. Only licensed and recognized pyrotechnic operators shall be used for fireworks display.
 2. The Public Alliance Insurance Coverage Fund will **not** provide coverage for any event unless the member has complied with all conditions.

Fireworks Display Hold Harmless Agreement

Between the Borough/Township/City of _____
and _____ (Contractor).

WITNESSETH:

1. _____ (Contractor) agrees to release, indemnify, and hold harmless the Borough/Township/City of _____ from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or other representatives arising out of or in any manner relating to the manufacture, installation, firing on disassembly of any pyrotechnic equipment or device and / or the supervision and presentation thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers' Compensation/Employers Liability: _____

General Liability: _____

Automobile Liability: _____

Umbrella Liability: _____

A true copy of the Certificate of Insurance is attached indicating the municipality and applicable associations, recreations or committees formed by the municipality to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be for the following purpose and no other:

Event: _____ Date: _____ Rain Date: _____

Dated: _____ Signed: _____
Authorized Signature of the Contractor

Witness: _____

***Amusement Rides
Hold Harmless Agreement***

Between the Borough/Township/City of _____
and _____ (Contractor).

WITNESSETH:

1. _____ (Contractor) agrees to release, indemnify, and hold harmless the Borough/Township/City of _____ from and against any loss, damage or liability, including attorneys' fees and expenses incurred by the latter entities and their respective employees, agents, volunteers, or other representatives arising out of or in any manner relating to the installation, operation, use or disassembly of any amusement ride equipment or device and / or the supervision thereof.

2. The applicant has furnished the Certificate of Insurance with limits of liability described below:

Workers' Compensation/Employers Liability: _____

General Liability: _____

Automobile Liability: _____

Umbrella Liability: _____

A true copy of the Certificate of Insurance is attached indicating the municipality and applicable associations, recreations or committees formed by the municipality to organize the "event" must be named as additional insured on all liability policies.

3. The facilities will be for the following purpose and no other:

Event: _____ Date: _____ Rain Date: _____

Dated: _____ Signed: _____
Authorized Signature of the Contractor

Witness: _____

Insurance Requirements Generic Contractor/Bidder Specifications

The Contractor shall not commence any work until he obtains, at his own expense, all required insurance. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibilities for payment of damages resulting from his operation under the Contract. All insurance shall be provided by a company licensed to do business in the State of New Jersey.

All notices shall name the Contractor and identify the Agreement. All policies with the exception of workers' compensation shall be endorsed naming the municipality as additional insured. All policies shall require that the insured will pay all defense claims and any judgments entered therein. It is expected that all policies will be issued on an "occurrence" basis. The municipality may waive or modify any requirement stated herein if the municipality, in its sole judgment and discretion, deems it would be in its best interest to do so.

The Contractor shall purchase and maintain insurance with companies satisfactory to the Owner as follows:

- A. Workers' Compensation and Employer's Liability Insurance – The contractor shall obtain standard workers' compensation insurance covering all of the Contractor's employees directly or indirectly engaged in the performance of this Contract. This insurance shall comply with the statutory requirements of the state or states involved and shall have an Employer's Liability Insurance limit of not less than \$500,000 per accident or for disease and \$500,000 per occurrence.
- B. Commercial General Liability Insurance - The Contractor shall obtain General Liability Insurance on an "occurrence" form with a one million dollar (\$1,000,000) combined single limit of liability per occurrence and a three million dollar (\$3,000,000) annual aggregate. The policy will include the ISO Simplified Occurrence Form, the policy will contain no endorsements that would limit or eliminate the coverage provided by the ISO version and will include ISO Form CG-25-03-03-97.
- C. Comprehensive Automobile Liability Insurance - covering Contractor for claims arising from all owned, non-owned or hired vehicles with limits of not less than a combined single limit of \$1,000,000 for bodily injury and/or property damage per occurrence.

Optional coverages to be required if exposure exists in scope of project/agreement:

- D. Umbrella / Excess Liability - The Contractor shall obtain an Excess or Umbrella Liability Policy (to respond in excess of the commercial general liability, employer's liability and commercial automobile liability policies) at the limit of \$5,000,000 combined single limits per occurrence

- E. Errors and Omissions/Professional Liability
The contractor shall obtain errors and omissions/professional liability with a minimum limit of liability of one million (\$1,000,000) dollars per incident and in the annual aggregate.
- F. Builders' Risk Insurance - covering the structures or partially completed project under construction, in an amount equal to the bid price of the Contract, and for the life of the Contract. The insurance shall, as a minimum, insure against the perils of fire, extended coverage, vandalism, malicious mischief and collapse. The coverage shall be extended to include as Named Insured: the Owner, the Engineer, and each of their officers, employees and agents.
- G. Environment Impairment Liability Coverage - The Contractor shall obtain an Environmental Impairment Liability (Pollution Policy) with a minimum combined single limit of liability of \$1,000,000 per occurrence with a \$2,000,000 annual aggregate. Said policy shall be written on an occurrence form with a minimum five (5) year sunset clause on coverage for completed operations.

The policy must provide for defense of the first named insured as well as the Entity, its officers, employees, agents or servants, all of whom are to be endorsed to the policy as additional insured.

The policy must include coverage for the removal, clean-up and remediation of any and all pollutants at an operational exposure or while in transit due to the negligence of the Contractor. Further, said policy must provide bodily injury and property damage liability coverage resulting from or directly related to a pollution event involving the Contractor. A true specimen of the policy must be forwarded to the Entity prior to execution of the agreement.

Subcontractors

Subcontractors shall be required, by the General Construction Contractor, to provide the same types of insurance with the same limits, as described above. The Contractor shall not allow any Subcontractor to commence work on his subcontract, until all similar insurance required of the Subcontractor has been so obtained and approved. Approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

Certificates and policies of Insurance as required by the Subcontractor must be available upon demand to the Engineer and Owner.

Certificates of Insurance

As required above, must be filed with the Engineer and Owner before the Contract is signed.

Copies of the Insurance Policies

As required must be available upon demand to the Engineer and Owner.

Policies Shall Remain in Force

Until all work has been completed and until all retained percentages and maintenance bonds have been released. The Owner shall be given at least ninety (90) days prior written notice of any intention not to renew or any reduction in such insurance coverage.

If, at any time, the Contractor's surety or sureties, or the carriers of the insurance herein specified to be written, become insolvent, or in reasonable judgment of the Owner, become unsafe or unsound, then upon five (5) days written notice from the Owner to the Contractor, the Contractor shall substitute such surety or insurance carrier, as shall be satisfactory to the Owner. Any additional premium caused by such substitution shall be paid for by the Contractor.

Policy Limits

The Policy Limits specified above are the minimum, and wherever the law requires higher limits, the higher limits shall govern.

Insurance Companies

The Contractor shall use an Insurance Company (ies) that has (have) an A.M. Best Rating of at least "A"X.

The municipality, at its sole judgment and discretion, if it considers it appropriate to do so, may allow the Contractor to utilize and insure with a rating less than "A"X. All such requests must be forwarded to the municipality for its review and approval. The Contractor shall use an insurance company (ies) that is (that are) authorized to underwrite insurance risks for the specific line(s) of coverage by the Department of Banking and Insurance of the State of New Jersey.

Indemnification Clause

The Contractor shall indemnify, defend, and hold harmless the municipality, its consultants, its respective officers, agents, contractors, subcontractors, servants and employees, from and against any and all claims, demands, suits, proceedings, liabilities, judgments, awards, losses, damages, costs and expenses, including attorney's fees, because of bodily injury, sickness, disease or death, sustained by any person or persons or injury or damages to, or destruction of, any property directly or indirectly arising out of, relating to, or in connection with the duties, whether or not due or claimed to be due, in whole or in part, to the active, passive or concurrent negligence or fault of the Customer, its officers, agents, servants, or employees and/or any other person or persons and whether or not such claims, demands, suits or proceedings are just, unjust, groundless, false, or fraudulent. The Customer shall furnish evidence to the municipality that with respect to accomplishing the work in the Agreement, it carries said Contractual Liability Insurance in the amounts specified in Paragraph B above.

OSHA Standards

All work done under the terms of this contract shall conform to the requirements of any applicable local, state or federal codes, laws or agencies. The contractor's attention is directed to the Occupational Safety and Health Act (OSHA). All work shall conform to the requirements of current OSHA standards. If there is a conflict between the method of work specified and the applicable OSHA standard, the OSHA regulation shall prevail. Anything not specifically mentioned in these specifications, but usual in work of this character, must be done by the contractor as if it were written herein. All safety violations shall be corrected immediately upon receipt of notice of violation.

Successful Contractor shall be licensed in the State of New Jersey and shall conform to all safety requirements as outline in local, state and federal laws. Successful contractor shall supply copy of New Jersey State Journeyman's Certificate for each employee who will work on municipality facilities. All personnel shall at all time wear approved protective clothing, safety vests and any other equipment required to meet current OSHA standards. They will obey all traffic and safety rules and regulations and shall not create any hazardous conditions within their operation.

Fund Commissioners/Executive Decisions

The fund commissioners' decisions/discussions have been alphabetized and cross referenced for your convenience.

The date and year indicated after the abbreviated version of the discussion refers to the actual meeting in which this topic was discussed. Please refer to the meeting minutes for any additional information.

Decisions

Actuarial Services **A2**

Aggregate Loss Fund Contingency Account **A4**

Appraisal Services **A1**

Annual assessments **A3**

Bylaws B1

Cash Management Plan **C1**

Claims Auditing Services **C11**

Claims File Destruction **C12**

Claims Procedures **C2**

Claims Subcommittee **C3**

Community Alliance Pool **C4**

Construction Equipment Maintenance Policy **C5**

Coverage Counsel **C6**

Coverage – Student Accident **C7**

Coverage – Supplemental Indemnity **C8**

Coverage – Environmental Impairment Liability **C9**

Coverage – Lawns, Plants, Shrubs and Trees **C13**

Coverage Documents **C10**

Defense Counsel List and Fees **D1**

Defense Counsel Evaluation Form **D2**

Driver Abstracts **D3**

Employer Liability – GenStar **E1**

FIRST F1

Legislation **L3**

Legislation – Support for JIF Investment Legislation

L4

Litigation Management Plan **L1**

Loss Control Specialist **L2**

Managed Care Fee Coding Reimbursement **M4**

MEL Membership **M1**

MEL Safety Institute **M3**

Municipal Court Discovery **M2**

Medicare, Medicaid and SCHIP Extension Act of 2007 **M5**

New Member Eligibility Guidelines **N1**

Newspapers **N2**

Notice of Tort Claim **N3**

Open Public Records Act **O1**

Participation in All lines of Coverage **P2**

Pay to Play **P1**

Public Officials’/Employment Practices Liability – see **C4**

Quasi Entities **Q1**

Risk Management Consultant Advisory Committee **R1**

Risk Management Consultant Commission Schedule

R2

Risk Management Plan **R3**

Safety and Education Advisory Subcommittee **S1**

Self Insured Retention **S2**

Skateboard Parks **S3**

Surety Bonds **S4**

Third Party Administrator **T2**

Travel Policy **T1**

Vehicle Use Policy **V1**

Website **W1**

Workers’ Compensation Payrolls **W2**

A1. Fund enters into a contract with American Appraisal to conduct building appraisals. (9/99)

Fund enters into a contract with American Appraisal for building and contents valuation services. (03/10)

A2. Actuarial Advantage appointed as actuary effective July 1, 2003.

A3. Establishing payment schedule of annual assessments as follows: (10/97)

January 1	25 %
April 1	37.5%
July 1	37.5%

Delinquent assessments set at an interest rate penalty of prime plus 2%. (2/97)

Penalties associated with delinquent assessments for school boards waived if total assessments are received by August 1. (3/98)

A4. The Fund authorizes the creation of an Aggregate Loss Fund Contingency Account (11/18)

B1. Fund adopts the bylaws of Public Alliance Insurance Coverage Fund (12/96)

C1. Cash Management Plan adopted authorizing deposits and investment of funds in government bonds or other obligations. (2/97) (Revised 10/97, 04/98)

Effective January 1998, N.J.A.C. 11:15 requires annual adoption.

Revised to change to Bank of America (Successor to Fleet Bank) (4/04)

Revised to allow for participation in a joint cash management and investment program. (05/20)

C2. Claims Procedures approved. (2/97) (Revised 01/98)

C3. Claims Subcommittee Charter approved granting the subcommittee the authority to review payment authorization requests and make the appropriate recommendations to the Executive Committee. (6/98)

Revised to permit payment property claims in excess of \$5,000 on an emergent basis only upon teleconferencing and approval of the fund administrator and or the fund attorney. (1/01)

Payment authority increased to \$10,000. (3/02)

Policy adopted allowing the use of cellular phones to participate in the claims committee conference calls. (9/02)

Recinded policy restricting the fund attorney's use of cell phones on claims subcommittee calls. (06/11)

- C4. Fund becomes a member of the Community Alliance Pool Fund for POL/PPL coverage. (01/97)

CAP's Executive Committee grants PAIC's Executive Committee authority to act on behalf of CAP until its closure (12/02)

Fund agrees to obtain POL/PPL coverage directly through GenStar. (9/02)

Fund places its POL/EPL coverage through a commercial carrier and declines the purchase of limited front pay/back pay coverage due to pricing. (12/10)

- C5. Construction Equipment Maintenance Policy developed. (9/02)

- C6. Coverage Counsel formed – Authority granted to the fund attorney and the administrator to assign counsel to claims for the purpose of coverage review on a case-by-case basis. (3/01)

- C7. Student accident coverage made available for community colleges and technical schools. (6/00)

- C8. Supplemental Indemnity coverage made available for community colleges and technical schools. (06/00)

- C9. Blanket Environmental Impairment Liability coverage provided to members with package coverage effective January 1, 2006. (11/05)

- C10. Coverage documents issued on compact disk in lieu of hardcopy. (06/07)

- C11. Fund enters into a contract with DDP Group, Inc. for claim auditing services. (03/10)

- C12. Fund approves the destruction of closed claim files older than seven years. (11/09)

Fund approves taking possession of its closed claim files currently being held by Selective. (03/10)

- C13. Lawns, Plants, Shrubs and Trees coverage added with a limit of up to \$5,000 per item/\$50,000 annual aggregate. (09/15)

- D1. Designation of approved defense counsel list geographically located throughout the state and approval of defense fees. (2/97) (Revised 4/97, 11/98)

Defense counsel fees amended to include a mediator at a fee of \$175 per hour. (3/02)

Defense counsel list and fees amended to eliminate defense counsel regions and include a flat fee arrangement. (6/04)

Defense counsel fee Workers' Compensation and Title 59 Matters, Superior Court, Law Division increased from \$95 per hour to \$100 per hour. (03/01)

Defense counsel fee increased from \$100 per hour to \$110 per hour for Title 59 Matters, Superior Court, Law Division. (04/07)

- Defense counsel fee for Superior Court, Law Division matters increased from \$100 per hour to \$125 per hour. (03/10)
- D2. Defense Counsel Evaluation Form approved. (06/09)
- D3. Fund approves subscription to the NJ Motor Vehicle Commission On-Line Customer Abstract Information System for use by members. (11/09)
- E1. Employer liability claims procedure adopted providing that the Fund enter into a joint defense arrangement with GenStar for its school board legal liability coverage. (11/98)
- Policy terminated due to Fund being asked by GenStar to participate in settlements even where no bodily injury exists. (6/01)
- F1. Fund approves membership of the FIRST Responder Joint Insurance Fund for the purposes of obtaining environmental impairment liability coverage. (03/09)
- L1. Adoption of Litigation Management Plan. Fund's counsel charged with management of the plan. (02/97) (Revised 05/99) (Revised 6/04 – see D1) (Revised 06/09)
- L2. Partnership Safety Consulting appointed as loss control specialist effective January 1, 2009. (11/08)
- L3. Fund officially opposes the passage of S-2247 extending workers' compensation coverage to parking areas provided by the employer. (09/14)
- L4. Fund adopts Resolution 16-26 supporting S-2663 and A-4234 JIF investment legislation. (12/06)
- M1. Fund joins the MEL effective January 1, 2005.
- M2. Executive Committee votes to pay on behalf of the Fund's members for participation in a class action settlement. (6/04)
- M3. Fund joins the MEL Safety Institute effective 9/1/04. (4/04)
- M4. Fund approves the reimbursement of claimants affected by the improper coding of managed care fees. (03/09)
- M5. Fund is designated as a Responsible Reporting Entity of MMSEA. Highland Claim Services, Inc. to be the designated representative for the actual filing of the submissions to meet reporting requirements under Section 111. Addendum to contract approved for a fee of \$3.00 per report with an annual not to exceed fee of \$2,500. (06/09)
- N1. New member eligibility guidelines adopted. (4/97)
- N2. Bergen Record, Asbury Park Press, Star Ledger, Camden Courier Post and Trenton Times are the official newspapers of the fund. (12/96)

- N3. Uniform Notice of Tort Claim adopted. (01/97) Form updated to confirm to HIPAA requirements (11/06)

Fund adopts a revised Uniform Notice of Claim Form to comply with Section 111 of the MMSEA. (11/10)

Fund adopts a revised Uniform Notice of Claim Form to include the email address of the claimant (12/14)

- O1. OPRA Request Form and Fees Approved. (12/02)

Fund adopts an amended OPRA request form and fees. (11/10)

- P1. Risk management consultant, service provider and defense panel agreements to be awarded pursuant to a “non-fair and open” process. (12/05)

Executive Committee recommends awarding defense panel agreements pursuant to a “fair and open” process. (02/06)

The risk management consultant agreement for the Borough of Ridgefield to be awarded pursuant to a “fair and open” process. (11/06)

- P2. Fund approves a policy statement requiring members’ participation in all lines of coverage. (02/07)

- Q1. Fund approves the extension of coverage to Class III and Class IV quasi-entities after a review of the underwriting requirements. (02/07)

- R1. Fund adopts an amended risk management plan adding a provision to state that the dividend of any member that is no longer a member of the Fund shall be held in escrow until the later of the tolling of the statute of limitations for all potential claims incurred during the membership period or the closure of all incurred claims by the Fund during the period of membership and allows for stranded costs that the Fund incurs as a result of a member’s withdrawal. (12/19)

- R2. Commission schedule amended to 6% not to exceed on workers’ compensation and not to exceed 8% on all other lines. (12/11)

- R3. Fund adopts an amended risk management plan adding a provision to state that the dividend of any member that is no longer a member of the Fund shall be held in escrow until the later of the tolling of the statute of limitations for all potential claims incurred during the membership period or the closure of all incurred claims by the Fund during the period of membership and allows for stranded costs that the Fund incurs as a result of a member’s withdrawal. (12/19)

- S1. Safety and education advisory committee charter adopted. Composition comprised of three executive committee members, four members from the entities and two risk management consultants. (05/97)

- Amended to be comprised of six fund commissioners and three risk management consultants. (3/01)
- Amended to be comprised of three fund commissioners, three risk management consultants and three members from the fund's membership. (9/03)
- S2. Self-insured retention (SIR) for General Liability/Auto Liability changed to \$50,000. (01/00)
- Self-insured retention (SIR) for Workers' Compensation changed to 15% of members' workers' compensation assessment. (01/00)
- Self-insured retention (SIR) for General Liability/Auto Liability changed to \$100,000. (12/01)
- Self-insured retention (SIR) for Workers' Compensation changed to \$250,000. (12/01)
- Self-insured retention (SIR) for Liability and Workers' Compensation increased from \$150,000 to \$200,000 for the 2005 fund year. (12/04)
- Self-insured retention (SIR) for liability and workers' compensation coverage increased from \$250,000 to \$300,000 effective Fund Year 2013 (11/12)
- Self-insured retention (SIR) for property coverage increased from \$50,000 to \$100,000, effective fund year 2017. (10/16)
- S3. Fund approves MEL Bulletin 04-8 (updated annually) as the Fund's guidelines for skateboard facilities. (6/04)
- S4. MEL includes employees holding the Chief Financial Officer position in the primary blanket coverage effective July 1, 2005, after the Local Finance Board renders an opinion recommending surety bond coverage for CFO's. (09/05)
- The MEL offers employee surety blanket bond coverage to positions statutorily required to maintain individual bonds at specific limits subject to an individual underwriting process effective January 1, 2007. (09/06)
- T1. Travel policy adopted by the executive committee for reimbursable travel expenses. (3/99)
- T2. Highland Claim Services, Inc. appointed as third party administrator effective January 1, 2009. (11/08)
- V1. Vehicle use policy developed. (9/02)
- W1. PAIC website developed. (3/03)
- Members reaffirm the Fund's prior position that the fund commissioners had not deemed the documents listed in item e. of the with N.J.S.A. 40A:10-38.14 as relevant and would not be posted on the Fund's website. (05/20)

- W2. Workers' Compensation Payroll to be automatically increased by 4% if actual payroll figures are not supplied by the renewal application. (7/98)

FORMS

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ACORD™ AUTOMOBILE LOSS NOTICE

DATE

PRODUCER	PHONE (A/C, No, Ext):	COMPANY	NAIC CODE:	MISCELLANEOUS INFO (Site & location code)				
		POLICY NUMBER		REFERENCE NUMBER		CAT #		
CODE:	SUB CODE:	EFFECTIVE DATE	EXPIRATION DATE	DATE OF ACCIDENT AND TIME		AM PM	PREVIOUSLY REPORTED	
AGENCY CUSTOMER ID:							YES	NO

INSURED		CONTACT		CONTACT INSURED	
NAME AND ADDRESS		NAME AND ADDRESS		WHERE TO CONTACT	
SOC SEC #:				WHEN TO CONTACT	
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C No, Ext)	RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)		

LOCATION OF ACCIDENT (Include city & state)		AUTHORITY CONTACTED: REPORT #:	VIOLATIONS/CITATIONS
DESCRIPTION OF ACCIDENT (Use separate sheet, if necessary)			

POLICY INFORMATION						
BODILY INJURY (Per Person)	BODILY INJURY (Per Person)	PROPERTY DAMAGE	SINGLE LIMIT	MEDICAL PAYMENT	OTC DEDUCTIBLE	OTHER COVERAGE & DEDUCTIBLES (UM, no-fault, towing, etc)
LOSS PAYEE					COLLISION DED	
UMBRELLA/ EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMIT:	AGGR	PER CLAIM/OCC SIR/DED

INSURED VEHICLE						
VEH #	YEAR	MAKE:	BODY TYPE:	PLATE NUMBER	STATE	
		MODEL	V.I.N.:			
OWNER'S NAME & ADDRESS				RESIDENCE PHONE (A/C, No):		
				BUSINESS PHONE (A/C, No, Ext):		
DRIVER'S NAME & ADDRESS				RESIDENCE PHONE (A/C, No):		
(Check if same as owner)				BUSINESS PHONE (A/C, No, Ext):		
RELATION TO INSURED (Employee, family, etc.)	DATE OF BIRTH	DRIVER'S LICENSE NUMBER	STATE	PURPOSE OF USE	USED WITH PERMISSION? YES NO	
DESCRIBE DAMAGE	ESTIMATE AMOUNT	WHERE CAN VEHICLE BE SEEN?	WHEN CAN VEH BE SEEN?	OTHER INSURANCE ON VEHICLE		

PROPERTY DAMAGED		
DESCRIBE PROPERTY (If auto, year, make, model, plate #)	OTHER VEH/PROP INS? YES NO	COMPANY OR AGENCY NAME: POLICY #
OWNER'S NAME & ADDRESS	RESIDENCE PHONE (A/C, No):	
	BUSINESS PHONE (A/C, No, Ext):	
OTHER DRIVER'S NAME & ADDRESS	RESIDENCE PHONE (A/C, No):	
(Check if same as owner)	BUSINESS PHONE (A/C, No, Ext):	
DESCRIBE DAMAGE	ESTIMATE AMOUNT	WHERE CAN VEHICLE BE SEEN?

INJURED						
NAMED & ADDRESS	PHONE (A/C, No)	PED	INS VEH	OTH VEH	AGE	EXTENT OF INJURY

WITNESSES OR PASSENGERS				
NAMED & ADDRESS	PHONE (A/C, No)	INS VEH	OTH VEH	OTHER (Specify)

REMARKS (Include adjuster assigned)			
REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER

Applicable in Arizona

For your protection, Arizona law requires the following statement to appear on this form. Any person who knowingly presents a false or fraudulent claim for payment of a loss is subject to criminal and civil penalties.

Applicable in Arkansas, Kentucky, Michigan, New Jersey, New Mexico, Pennsylvania and Virginia

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties. In Maine and Virginia, insurance benefits may also be denied.

Applicable in California

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a statement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*

*In Florida-Third Degree Felony

Applicable in Hawaii

For your protection, Hawaii law requires you to be informed that presenting a fraudulent claim for payment of a loss or benefit is a crime punishable by fines or imprisonment, or both.

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in New York

Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the Department of Motor Vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject to a motor vehicle or stated claim for each violation.

Applicable in Ohio

Any person who, with intent to defraud or knowingly that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

ACORD™ PROPERTY LOSS NOTICE

DATE

PRODUCER	PHONE (A/C, No, Ext):	MISCELLANEOUS INFO (Site & location code)	DATE OF LOSS AND TIME	AM PM	PREVIOUSLY REPORTED	
					YES	NO
		POLICY TYPE	COMPANY AND POLICY NUMBER	NAIC CODE	POLICY DATES	
		PROP/HOME	CO:		EFF:	
			POL:		EXP:	
		FLOOD	CO:		EFF:	
			POL:		EXP:	
		WIND	CO:		EFF:	
			POL:		EXP:	
CODE:	SUB CODE:					
AGENCY CUSTOMER ID						

INSURED		CONTACT		CONTACT INSURED	
NAME AND ADDRESS OF INSURED		DATE OF BIRTH	NAME AND ADDRESS OF CONTACT		
		SOC SEC #:			
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)				
NAME AND ADDRESS OF SPOUSE (IF APPLICABLE)		DATE OF BIRTH	RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	
		SOC SEC #:	WHERE TO CONTACT	WHEN TO CONTACT	

LOSS

LOCATION OF LOSS			POLICE OR FIRE DEPT TO WHICH REPORTED		
KIND OF LOSS	<input type="checkbox"/> FIRE <input type="checkbox"/> THEFT	<input type="checkbox"/> LIGHTNING <input type="checkbox"/> HAIL	<input type="checkbox"/> FLOOD <input type="checkbox"/> WIND	<input type="checkbox"/> OTHER (explain)	PROBABLE AMOUNT ENTIRE LOSS
DESCRIPTION OF LOSS & DAMAGE (Use separate sheet, if necessary)					

POLICE INFORMATION

MORTGAGEE

NO MORTGAGEE

HOMEOWNER POLICIES SECTION 1 ONLY (Complete for coverage A, B, C, D & additional coverage. For homeowners Section II Liability Losses, use ACORD 3.)

A. DWELLING	B. OTHER STRUCTURES	C. PERSONAL PROPERTY	D. LOSS OF USE	DEDUCTIBLES	DESCRIBED ADDITIONAL COVERAGES PROVIDED
					ON

COVERAGE A. EXCLUDES WIND

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)

FIRE, ALLIED LINES & MULTI-PERIL POLICIES (Complete only those items involved in loss)

ITEM	SUBJECT OF INSURANCE	AMOUNT	% COIN	DEDUCTIBLE	DESCRIBED AND/OR DESCRIPTION OF PROPERTY INSURED
	BLDG <input type="checkbox"/> CNTS				
	BLDG <input type="checkbox"/> CNTS				
	BLDG <input type="checkbox"/> CNTS				

SUBJECT TO FORMS (Insert form numbers and edition dates, special deductibles)

FLOOD POLICY	BUILDING:	DEDUCTIBLE:	ZONE	PRE FIRM	DIFF IN ELEV	FORM TYPE	GENERAL	CONDO
	CONTENTS:	DEDUCTIBLE:		POST FIRM			DWELLING	
WIND POLICY	BUILDING	DEDUCTIBLE	ZONE	FORM TYPE	GENERAL	CONDO	DWELLING	
	CONTENTS	DEDUCTIBLE						

REMARKS/OTHER INSURANCE (List companies, policy, coverage & policy amounts) /NY ONLY: PREVIOUS ADDRESS OF INSURED & WIFE'S MAIDEN NAME

CAT #	FICO #	ADJUSTER ASSIGNED	ADJUSTER #	DATE ASSIGNED
REPORTED BY	REPORTED TO	SIGNATURE OF INSURED	SIGNATURE OF PRODUCER	

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Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and [NY: substantial] civil penalties. In Maine and Virginia, insurance benefits may also be denied.

Applicable in California

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in Colorado

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Applicable in Nevada

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Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in Ohio

Any person who, with intent to defraud or knowingly that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

ACORD™ GENERAL LIABILITY NOTICE OF OCCURRENCE/CLAIM

DATE (MM/DD/YY)

PRODUCER	PHONE (A/C, No, Ext):	NOTICE OF OCCURRENCE	DATE OF OCCURRENCE AND TIME	AM	DATE OF CLAIM	PREVIOUSLY REPORTED
		NOTICE OF CLAIM		PM		YES <input type="checkbox"/> NO <input type="checkbox"/>
		EFFECTIVE DATE	EXPIRATION DATE	POLICY TYPE		RETROACTIVE DATE
				<input type="checkbox"/> OCCURRENCE	<input type="checkbox"/> CLAIMS MADE	
		COMPANY	NAIC CODE:	MISCELLANEOUS INFO (Site & Location code)		
CODE:	SUB CODE:	POLICY NUMBER			REFERENCE NUMBER	
AGENCY CUSTOMER ID:						

INSURED		CONTACT	CONTACT INSURED
NAME AND ADDRESS	SOC SEC #:	NAME AND ADDRESS	WHERE TO CONTACT
			WHEN TO CONTACT
RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No, Ext)	RESIDENCE PHONE (A/C, No)	BUSINESS PHONE (A/C, No)

OCCURRENCE	LOCATION OF OCCURRENCE (Include city & state)	AUTHORITY CONTACTED
	DESCRIPTION OF OCCURRENCE (Use separate sheet, if necessary)	

POLICY INFORMATION									
COVERAGE PART OR FORMS (Insert form #s and edition dates)									
GENERAL AGGREGATE	PROD/COMP OP AGG	PERS & ADV INJ	EACH OCCURRENCE	FIRE DAMAGE	MEDICAL EXPENSE	DEDUCTIBLE		PD	
								BI	
UMBRELLA/ EXCESS	UMBRELLA	EXCESS	CARRIER:	LIMITS:	AGGR	PER CLAIM		PER OCC	

TYPE OF LIABILITY									
PREMISES: INSURED IS	OWNER	TENANT	OTHER:	TYPE OF PREMISES					
OWNER' NAME & ADDRESS (If not insured)				OWNERS PHONE (A/C, No, Ext):					
PRODUCTS: INSURED IS	MANUFACTURER	VENDOR	OTHER:	TYPE OF PRODUCT					
MANUFACTURER'S NAME & ADDRESS (If not insured)				MANUFACT PHONE (A/C, No, Ext):					
WHERE CAN PRODUCT BE SEEN?									
OTHER LIABILITY INCLUDING COMPLETED OPERATIONS (Explain)									

INJURED/PROPERTY DAMAGED									
NAME & ADDRESS (Injured/Owner)							PHONE (A/C, No, Ext)		
AGE	SEX	OCCUPATION	EMPLOYER'S NAME & ADDRESS				PHONE (A/C, No, Ext)		
DESCRIBE INJURY				WHERE TAKEN	WHAT WAS INJURED DOING?				
<input type="checkbox"/> FATALITY									
DESCRIBE PROPERTY (Type, model, ect)			ESTIMATE AMOUNT	WHERE CAN PROPERTY BE SEEN?	WHEN CAN PROPERTY BE SEEN?				

WITNESSES									
NAME & ADDRESS					BUSINESS PHONE (A/C, No, Ext)			RESIDENCE PHONE (A/C, No, Ext)	
REMARKS									
REPORTED BY		REPORTED TO		SIGNATURE OF INSURED			SIGNATURE OF PRODUCER		

Applicable in California

Any person who knowingly files a statement of claim containing any false or misleading information is subject to criminal and civil penalties.

Applicable in Colorado

It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policy holder or claimant for the purpose of defrauding or attempting to defraud the policy holder or claimant with regard to a statement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

Applicable in Florida and Idaho

Any person who knowingly and with the intent to injure, Defraud, or Deceive any Insurance Company Files a Statement of Claim Containing any False, Incomplete or Misleading information is Guilty of a Felony.*

*In Florida-Third Degree Felony

Applicable in Indiana

A person who knowingly and with intent to defraud an insurer files a statement of claim containing any false, incomplete, or misleading information commits a felony.

Applicable in Kentucky, New Jersey, and Pennsylvania

Any person who knowingly and with intent to defraud any insurance company or another person, files a statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact, material thereto, commits a fraudulent insurance act, which is a crime, subject to criminal prosecution and civil penalties.

Applicable in Michigan

Any person who knowingly and with intent to injure or defraud any insurer submits a claim containing any false, incomplete, or misleading information shall, upon conviction, be subject to imprisonment for up to one year for a misdemeanor conviction or up to ten years for a felony conviction and payment of a fine of up to \$5,000.

Applicable in Minnesota

A person who files a claim with intent to defraud or helps commit a fraud against an insurer is guilty of a crime.

Applicable in Nevada

Pursuant to NRS 686A.291, any person who knowingly and willfully files a statement of claim that contains any false, incomplete or misleading information concerning a material fact is guilty of a felony.

Applicable in New Hampshire

Any person who, with purpose to injure, defraud or deceive any insurance company, files a statement of claim containing any false, incomplete or misleading information is subject to prosecution and punishment for insurance fraud, as provided in RSA 638:20.

Applicable in New York

Any person who knowingly makes or knowingly assists, abets, solicits or conspires with another to make a false report of the theft, destruction, damage or conversion of any motor vehicle to a law enforcement agency, the Department of Motor Vehicles or an insurance company, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the value of the subject to a motor vehicle or stated claim for each violation.

Applicable in Ohio

Any person who, with intent to defraud or knowingly that he/she is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Applicable in Oklahoma

WARNING: Any person who knowingly and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.



Caller Information:													
CALLER'S NAME AND TITLE:								PHONE NUMBER:					
WILL YOU BE THE CONTACT PERSON? IF NO, WHO WILL BE CONTACT PERSON?		<input type="checkbox"/> YES <input type="checkbox"/> NO		CONTACT PERSON'S NAME:				CONTACT PHONE NUMBER:					
Injury													
DID THE INJURY OCCUR MORE THAN 3 DAYS AGO? (IF YES, WHY THE DELAY IN REPORTING)								<input type="checkbox"/> YES		<input type="checkbox"/> NO			
REASON FOR DELAY:													
Injured Worker Information													
NAME (LAST, FIRST, MIDDLE)						DATE OF BIRTH		SOC. SEC. NUMBER		DATE OF HIRE			
ADDRESS (INCLUDE ZIP)						SEX		MARITAL STATUS					
						MALE		U		MARRIED			
						FEMALE		S		SINGLE/DIVORCED UNMARRIED			
						UNKNOWN		K		SEPARATED			
HOME PHONE NUMBER:		CELL PHONE NUMBER		# OF DEPENDENTS		EMPLOYMENT STATUS		OCCUPATION/TITLE					
RATE PER	HR	DAYS WORKED/WEEK		HOURS WORKED/DAY		FULL PAY FOR DAY OF INJURY? DID SALARY CONTINUE?		<input type="checkbox"/> YES <input type="checkbox"/> NO		<input type="checkbox"/> YES <input type="checkbox"/> NO			
Employer													
EMPLOYER NAME:													
ADDRESS: (Include ZIP)													
PHONE NUMBER:						FEDERAL TAX ID:							
Employee Work Information													
TIME EMPLOYEE BEGAN WORK		AM PM		WHAT ARE HOURS THEIR NORMALLY SCHEDULED SHIFT?				WHAT DATE DID EMPLOYEE NOTIFY SOMEONE OF THEIR INJURY?					
WHO WAS IT REPORTED TO? (NAME & TITLE)		WERE SAFEGUARDS OR SAFETY EQUIPMENT PROVIDED?				<input type="checkbox"/> YES <input type="checkbox"/> NO		WERE THEY USED?		<input type="checkbox"/> YES <input type="checkbox"/> NO			
IS THERE A REASON FOR THIS CLAIM TO BE PLACED UNDER INVESTIGATION? (if yes, list reason)													
Occurrence/Injury													
DATE OF INJURY		TIME OF INJURY		AM PM		DID THE INJURY OCCUR ON THE EMPLOYER'S PREMISE'S?				<input type="checkbox"/> YES <input type="checkbox"/> NO			
LOCATION/DEPARTMENT WHERE INJURY OCCURRED:													
DESCRIBE HOW INJURY OCCURRED:													
WHAT IS THE NATURE OF INJURY AND TO WHAT BODY PART?						Body Part		Left Right		Upper Lower			
WAS THE INJURY FATAL?		<input type="checkbox"/> YES <input type="checkbox"/> NO		DATE OF DEATH		DID EMPLOYEE SEEK TREATMENT?		<input type="checkbox"/> YES <input type="checkbox"/> NO					
WHAT WAS THE MODE OF TRANSPORTATION TO THE PROVIDER?													
HAS INJURED WORKER RETURNED TO WORK?		<input type="checkbox"/> YES <input type="checkbox"/> NO		IF YES, RETURNED TO WORK DATE				IF NO, LAST DATE WORKED:					
Provider Name Address and Phone No.:						Was Injured Worker hospitalized for more than 24 hours: <input type="checkbox"/> YES <input type="checkbox"/> NO							
Witness													
Witness Name and Phone #													

PUBLIC ALLIANCE INSURANCE COVERAGE FUND
NOTICE OF CLAIM

Forward to:

1. Claimant:

Last	First	Middle	Area Code/Telephone Number
Street Address			City State/Zip Code
Date of Birth	Social Security Number	E Mail Address	

2. If notices and correspondence in connection with this claim are to be sent to a person other than claimant, please complete this section.

Name	Street Address
Additional Address	City State/Zip Code
Area Code/Telephone Number	Relationship to Claimant

3. Accident:

A. The occurrence or accident which gave rise to this claim:

Date	Time
------	------

B. Describe the location or place of the accident or occurrence:

Local Unit	Exact Location of the Occurrence
------------	----------------------------------

C. Describe how the accident or occurrence happened. If a diagram will assist your explanation, please use the reverse side of this form.

D. State the name and address of the Local Unit that you claim caused your damage.

E. State the names of the Local Unit's employees whom you claim were at fault, including any information that will assist in identifying them.

F. State in detail each and every negligent or wrongful act of the Local Unit and the Local Unit's employees which caused your damage.

G. State the name and address of all witnesses to the accident or occurrence.

H. If vehicle accident, state the names, address, age, and relationship to insured of all passengers in your vehicle.

I. State the names of all police officers and police departments who investigated the accident.

4. Claim for damages:

A. Claim for damages: (Check appropriate box)

Bodily Injury

Property Damage

Other

If other, explain _____

B. i. If you claim bodily injury – describe your injuries resulting from this accident or occurrence.

ii. Do you claim permanent disability resulting from this injury?

- iii. For each hospital, doctor or other practitioner rendering treatment, examination or diagnostic service, please list:

Name of Hospital, Doctor, or other Facility

Address

City

State/Zip Code

Date of Treatment

Amount of Charges

Amount Paid if Payable by other sources, i.e., insurance.

- iv. If you claim loss of wages or income as a result of the injury, state:

Name of Employer

Your Occupation

Address

City

State/Zip Code

Date Employed at this Job

Rate of Pay

Dates of Absences from Work

Total Lost Wages to Date

If still out of work, expected date of return.

NOTE: If your claimed loss of income arises from self-employment or other wages, attach a calculation showing the basis of your calculation of lost income.

- v. Set forth any and all other losses or damages claimed by you.

C. If you claim property damage:

i. Describe the property damaged. If vehicle, include make, model, year, color, vehicle identification number, license plate number, state, and parts of vehicle damaged.

ii. The present location and time when the property can be inspected.

iii. Date property acquired

iv. Cost of the property

v. Value of property at time of accident

vi. Description of damage:

vii. Has the damage been repaired?

Yes

No

If yes, by whom, and cost of repairs.

viii. Attach each estimate of repair costs to this form.

ix. Set forth in detail the loss claimed by you for property damage.

D. Set forth in detail all other items of loss or damages claimed by you and the method by which you made the calculation.

5. The amount of the claim _____

6. Have you made a claim against anyone else for any of the losses or expenses claimed in this notice?

Yes

No

If yes, set forth the names and address of all persons and the insurance companies against whom you have made such claims.

7. Are any of the losses or expenses claimed herein covered by any policy of insurance?

Yes

No

For each such policy, state the name and address of the insurance company, policy number, and benefits paid or payable.

8. Have you received or agreed to receive any money from anyone for damages claimed herein?

Yes

No

If yes, set forth the details of such agreement.

The following items must be submitted with this notice:

1. Copies of itemized bills for each medical expense and other losses and expenses claimed.
2. Full copies of all appraisals and estimates of property damage claimed by you.
3. Copies of all written reports of all expert witnesses and treating physicians.
4. A letter from your employer verifying your lost wages. If self-employed, a statement showing the calculation of your claimed lost income.

I hereby certify that the foregoing statements made by me are true, that the attached statements, bills, reports, and documents are the only ones known to me to be in existence at this time. I am aware that if any statement made herein is willfully false or fraudulent, I am subject to punishment as provided by law.

Date

Claimant or person filing on behalf of claimant.

Print name as signed above.

Authorization for Medical Reports and Records

To: (Doctor's Name and Address)

Re: Claimant:
Claim Number:
Social Security Number:
Date of Birth:

I. Pursuant to my privacy rights under the Health Insurance Portability and Accountability Act (HIPPA), 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:

Highland Claim Services, Inc.
PO Box 222
McAfee, NJ 07428

Or the attorney/authorized representative all medical records and reports including:

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 name individual, from the inception of your records to the present.

This authorization specifically excludes the release of health information related to the 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 HIPPA:

- A. Purpose of this request: I understand that the information listed above in Section I. is being requested by Highland Claim Services, Inc. for the specific purpose of investigation a pending claim. By signing the 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 released in response to the authorization.

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

- E. Subsequent Disclosure: I understand that any disclosure of information may be subject to re-disclosure by Highland Claim Services, Inc. and my no longer be protected by federal or state law.

Signature of Authorized Representative
Guardian in lieu of Claimant

Date

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

Authorization for Information on Employment

TO WHOM IT MAY CONCERN:

I hereby authorize _____
To release any and all information concerning my employment, past or present, include rate of pay, duties performed, date of absences and reasons therefor. Photostat copies of this Authorization carry the same Authority as the original.

Date

Signature

Print name as signed above

F

POTHOLE CLAIMS DENIAL LETTER

Re: Date of Loss:
 Location of Loss:

Dear :

We have conducted an investigation into the above captioned loss.

Our investigation has revealed that the Township of Anywhere has no liability with respect to the damages received by you on the above date.

Our investigation has revealed that we had no prior notice as to the existence of the dangerous condition which you allege caused your damages. That being the case, we are insulated from liability pursuant to the New Jersey Tort Claims Act, Title 59. More specifically, Title 59:4-2 affords public entities within the State of New Jersey immunity from liability with respect to damages received as a result of a dangerous condition of which we had no knowledge on or prior to the date of loss in a sufficient amount of time as to rectify that condition.

Based on the above, we must respectfully deny your claim in full. No payment will be forthcoming. We also reserve the right to deny this claim for any other applicable reasons.

We regret that we could not be of service to you in this matter.

Very truly yours,

Authorized Representative of Municipality

RELEASE OF CLAIMS

This Release dated _____ day of _____, 20__, is given

BY: The Releasor(s), _____ (Name of PERSON signing Release) referred to as "I", it being understood that if more than one person signs the Release, "I" shall mean each person who signs this Release.

TO: **TOWNSHIP OF** _____ and its employees, elected and appointed officials, boards, commissions, committees and any political subdivisions thereof, collectively referred to as "You,"

1. **RELEASE.** I release and give up any and all claims and rights which I may have against you related to the below incident. This releases all claims including those of which I am not aware and those not mentioned in this Release. This Release applies to claims resulting from anything which has happened up to now. I specifically release the following claims:

Any and all **claims for damage [and bodily injury] [add if require a release from potential bodily injury claims in addition to property damage claims]** arising out of an incident that occurred on _____ (date of incident) in the **TOWNSHIP OF** _____, New Jersey, involving: _____ (briefly describe the incident).

I further agree to indemnify and hold You and your insurance carrier harmless from any liability if a third party seeks contribution from You based upon any funds they have paid me as a result of the incident.

2. **PAYMENT.** I have been paid a total of \$_____, in full payment for making of this Release. I agree that I will not seek anything further including any other payment from you arising from this incident.

3. **WHO IS BOUND.** I am bound by this Release. Anyone who succeeds to my rights and responsibilities, such as my heirs or the executor of my estate, is also bound. This Release is made for your benefit and all who succeed to your rights and responsibilities, such as your heirs or the executor of your estate.

4. SIGNATURES. I understand and agree to the terms to this Release. If this Release is made by a Corporation, I certify that the person signing below is duly authorized to sign this Release on the Corporation's behalf.

THE UNDERSIGNED HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT

Signed, sealed and delivered this _____ day _____, 2014

Witness Signature of Releasor LS

Witness Signature of Releasor LS

STATE OF NEW JERSEY
COUNTY OF _____

On the _____ day of _____, 2014, before me personally appeared _____ to be known to be the person(s) named herein and who executed the foregoing Release and acknowledged to me that he/she voluntarily executed the same.

My term expires _____, 20____

Notary Public

VEHICLE/EQUIPMENT ADDITIONS/DELETIONS

Member _____ Employee _____ Date _____ Page _____ of _____

Check One		Department (if applicable)	Year	Make	Model	Serial Number	Cost New
Add	Delete						

Please fill out this worksheet when vehicles and/or equipment are added to or deleted from your inventory.
Email to swiener@paicfund.com or Fax to 609-275-9662.

**CERTIFICATE REQUEST FORM
PUBLIC ALLIANCE INSURANCE COVERAGE FUND**

Certificate Holder: _____

Date of Request: _____
Contact: _____

Telephone #: _____
Facsimile #: _____

Town Name: _____
Address: _____

JIF Name: Public Alliance Insurance Coverage Fund

COVERAGES AND LIMITS REQUESTED: **RENEW ANNUALLY?** **YES** **NO**

COVERAGES: (X)

LIMITS:

- _____ **General Liability**
- _____ **Auto Liability**
- _____ **Auto Physical Damage**
- _____ **Excess Liability**
- _____ **Property**
- _____ **Workers Compensation**
- _____ **Public Officials Liability**
- _____ **Crime/Fidelity Bond**

DESCRIPTION: *(include purpose of certificate, additional insureds, loss payees, etc.)*

ANY ADDITIONAL INFORMATION NECESSARY TO ISSUE THIS CERTIFICATE SHOULD BE ATTACHED TO THIS FORM

Email form to swiener@paicfund.com or fax 609-275-9662

**Vacant/Unoccupied, Rehabilitations, Builders' Risk
and Newly Acquired Locations**

A. Vacant/Unoccupied Buildings

Complete this section if the property is either vacant or unoccupied. A vacant building can be defined as a building containing nothing: being without contents or occupants. Unoccupied means currently not in use.

1. Street Address or Legal Address: (block number and street and town) _____

2. Type of building (residential or commercial): _____
3. Construction type (masonry, frame, etc.): _____
4. Square Footage: _____ Roof Age/Condition _____
5. Number of stories: _____ Elevator: _____ Employee count during business hours: _____
6. Sprinklers _____ Ceiling Smoke Detectors Throughout _____
Fire Alarm - Automatic _____ Manual _____ Both _____
7. Is the building vacant or unoccupied: _____ If unoccupied please explain:

8. Have utilities been disconnected: _____
9. Primary occupancy description: _____
10. Future plans for the building and time frame: _____
11. Year Built: _____ Date of acquisition: _____ Year Last Renovation: _____
12. Insurable Value of the building (replacement cost): _____
13. Outdoor Property Replacement Cost (fencing, bleachers, playground equipment, etc.) _____

14. Mortgagee / Additional interest, if any: _____
15. Flood Zone: _____

**Vacant/Unoccupied, Rehabilitations, Builders' Risk
and Newly Acquired Locations**

B. Newly Acquired Locations

Complete this section if the property is occupied.

1. Street Address or Legal Address: (block number and street and town) _____

2. Type of building (residential or commercial): _____
3. Primary occupancy description: _____
4. Construction (masonry, frame, etc.): _____
5. Square Footage: _____ Roof Age/Condition _____
6. Number of stories: _____ Elevator: _____ Employee count during business hours: _____
7. Sprinklers _____ Sprinkler Coverage (%) _____
Ceiling Smoke Detectors Throughout _____
Fire Alarm - Automatic _____ Manual _____ Both _____
8. Is the building vacant or unoccupied: _____ If unoccupied please explain:

9. Future plans for the building and time frame: _____
10. Year Built: _____ Date of acquisition: _____ Year Last Renovation: _____
11. Insurable Value of the building (replacement cost): _____
12. Outdoor Property Replacement Cost (fencing, bleachers, playground equipment, etc.) _____

13. Mortgagee / Additional interest, if any: _____
14. Flood Zone: _____

**Vacant/Unoccupied, Rehabilitations, Builders' Risk
and Newly Acquired Locations**

C. Builders' Risk

Complete this section if the property is a builders' risk. A builders risk can be defined as construction of a new building, an addition to an existing building or major changes to the outer structure of an existing building.

1. Street Address or Legal Address: (block number and street and town) _____

2. Type of Construction (addition to existing or new): _____
3. Cost of Project: _____
4. Expected construction start date and completion date: _____
5. Description and Occupancy: _____
6. Construction (masonry, frame, etc.): _____
7. Square Footage: _____ Roof Age/Condition _____
8. Number of stories: _____ Elevator: _____ Employee count during business hours: _____
9. Sprinklers _____ Ceiling Smoke Detectors Throughout _____
Fire Alarm - Automatic _____ Manual _____ Both _____
10. Is the building vacant or unoccupied: _____ If unoccupied please explain:

11. Have utilities been disconnected: _____
12. Year Built: _____ Date of acquisition _____ Year Last Renovation: _____
13. Insurable Value of the building (replacement cost): _____
14. Mortgagee / Additional interest, if any: _____
15. Flood Zone: _____

**Vacant/Unoccupied, Rehabilitations, Builders' Risk
and Newly Acquired Locations**

D. Rehabilitations

Complete this section if the property is rehabilitated. Rehabilitations can be defined as work being performed involving changing the load bearing structure, moving beams and gutting out the majority of the interior structure. This does not include renovation projects and minor changes.

1. Street Address or Legal Address: (block number and street and town) _____

2. Type of Rehabilitation: _____
3. Expected construction start and completion date: _____
4. Construction; (masonry, frame, etc.): _____
5. Sprinklers _____ Ceiling Smoke Detectors Throughout _____
Fire Alarm - Automatic _____ Manual _____ Both _____
6. Completed Insurable Value of the building (replacement cost): _____
7. Square Footage: _____ Roof Age/Condition _____
8. Number of stories: _____ Elevator: _____ Employee count during business hours: _____
9. Description and Occupancy: _____
10. Mortgagee/additional interest, if any: _____
11. Year Built: _____ Date of acquisition _____ Year Last Renovation: _____
12. Flood Zone: _____

Form completed by:

Name: _____

Telephone: _____ Email: _____