

**NEW JERSEY COUNTIES EXCESS JOINT INSURANCE FUND**

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**BULLETIN NJCE 20-03**

**Date:** January 1, 2020  
**To:** Fund Commissioners of NJCE  
**From:** NJCE Underwriting Manager, Conner Strong & Buckelew  
**Re:** 2020 Renewal Coverage Summaries

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The NJCE's renewal Coverage Summaries are attached. These Coverage Summaries are basic representations of the NJCE program and do not contain all of the terms, conditions, limits, sublimits, exclusions and deductibles in each of the policies. Individual commission/county Coverage Summaries are available upon request.

**The above description is a general discussion of the coverage and limits provided by the NJCE; however, the actual terms and conditions are defined in the policy document and all issues shall be decided based on the policy document.** If you have any questions concerning this bulletin, please contact your Risk Management Consultant, Commission Executive Director or the Underwriting Manager.

cc: Risk Management Consultants  
Fund and Commission Professionals  
Fund and Commission Executive Directors



## Commercial Property

Insurer: Various  
Policy #: Various  
Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
<b>Limits and Sublimits of Liability</b>	
Per Occurrence (PD & TE)	\$260,000,000
Extra Expense	\$10,000,000
Tenant Relocation Expenses	\$750,000
Leasehold Interest	\$15,000,000
Accounts Receivable	\$10,000,000
Computer Systems Damage (Aggregate)	\$1,000,000
Contingent Time Element	Not Covered
Debris Removal	\$25,000,000
Decontamination Costs	\$250,000
Deferred Payments	\$1,000,000
Errors and Omissions	\$10,000,000
Expediting Costs	\$10,000,000
Fine Arts	\$2,500,000
Fire Department Service Charge	\$250,000
Increased Cost of Construction	\$25,000,000
Land and Water Contaminant Cleanup, Removal, and Disposal (Annual Aggregate)	\$250,000
Land Improvements	\$10,000,000
Miscellaneous Personal Property	\$10,000,000
Outdoor Property	\$10,000,000
Miscellaneous Unnamed Location	\$10,000,000
Off Premises Service Interruption (excluding utilities)	\$10,000,000
Professional Fees	\$1,250,000
Radioactive Contamination	Not Covered
Research Animals	Not Covered
Asbestos Removal	\$50,000
Tenants Prohibited Access	\$1,000,000
Transit	\$1,000,000
Valuable Papers and Records	\$10,000,000
New Construction and Additions	\$10,000,000
Watercraft, PD Only (No Time Element)	\$1,000,000
Vehicles, PD Only (No Time Element)	\$15,000,000
Bridges and Dams (PD & TE)	
Dam at Kaighn Ave and North Park Ave in Pennsauken, NJ	\$13,000,000
All Other Bridges & Dams	\$10,000,000

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2020 Coverage Summary  
New Jersey Counties Excess JIF

Piers, Wharfs, Docks, Boardwalks & Bulk Heads (PD & TE)	\$10,000,000
Soft Costs	\$1,500,000
Transmission and Distribution Lines	\$10,000,000
Underground Piping	\$5,000,000
Utilities (PD & TE)	\$260,000,000
Pass-through utilities (TE)	\$10,000,000
Clogging/Blocking of Pipes	\$1,000,000
Off Premises Storage for Property Under Construction	\$250,000
Breakdown of Equipment	\$100,000,000
Ammonia Contamination	\$5,000,000
Spoilage	\$5,000,000
Earth Movement (Annual Aggregate)	\$150,000,000
Flood (Annual Aggregate)	\$100,000,000
SFHA	\$50,000,000
Property Outside Building/Structure (not "Outdoor Property")	\$1,000,000
Pumping Stations	\$2,500,000
Named Storm (PD & TE)	\$260,000,000
Drones (Unmanned, Unfueled and Not In Flight)	\$100,000
Cyber Event (Aggregate)	\$100,000

Deductibles	
Member Entity (PD & TE)	\$250,000
NJCE (PD & TE)	\$750,000
Golf Carts (PD & TE)	\$25,000
Flood (PD & TE) – <i>same split of \$250k Member / \$750k NJCE</i>	
SFHA – Building	\$1,000,000
SFHA – Contents	\$1,000,000
SFHA – Time Element	\$1,000,000
Named Storm (PD & TE) – <i>same split of \$250k Member / \$750k NJCE</i>	
Covered Property in Atlantic, Ocean, Monmouth and Burlington Counties	
<u>EAST</u> of the GSP and all Covered Property in Cape May (PD & TE)	1%
Minimum, Per Occurrence	\$1,000,000
Breakdown of Equipment (PD & TE)	\$25,000

Time Specifications	
Earth Movement	168 Hours
Named Storm	120 Hours

Time & Distance Limits	
Attraction Property	Not Covered
Civil or Military Authority	30 days, within 5 miles (\$5,000,000 max)
Delay in Completion	60 Days
Gross Earnings	12 Months
Extended Period of Liability	365 Days
Ordinary Payroll	90 Days

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*2020 Coverage Summary*  
**New Jersey Counties Excess JIF**

Impounded Water	30 days (\$250,000 max)
Ingress/Egress	30 days, within 5 miles (\$5,000,000 max)
International Interdependency	30 days (\$1,000,000 max)
Newly Acquired	90 days (\$25,000,000 max)
Protection and Preservation of Property	48 hours (\$10,000,000 max per location)
Research and Development	12 months (\$10,000,000 max)

Qualifying Period	
Off Premises Service Interruption, Each Location	24 Hours
Computer Systems Damage	48 Hours
Tenants Prohibited Access, Each Location	24 Hours
New Construction and Additions, Delay in Completion, Each Location	15 Days
Cyber Event, Per Occurrence	48 Hours
Cyber Event, Off Premises Service Interruption, Each Location	48 Hours

Valuation	
All Other	RC
Vehicles	ACV
Antique Fire Trucks, Scheduled	Lesser of RC or Scheduled Value
Antique Fire Trucks, Unscheduled	Lesser of ACV or Cost to Repair/Replace
Emergency Vehicles, 15 Years or Less	RC
Emergency Vehicles, Over 15 Years	Lesser of RC or Scheduled Value
Trash Collection Trucks Leased to Insured	ACV, plus Termination Liability
Repair > 75% of ACV	Greater of ACV or other applicable valuation
Construction, Contractors & Miscellaneous Equipment	ACV
If Written Lease requires other than ACV	Lesser of lease requirement or RC
Vacant Property	ACV
Watercraft	
Scheduled	Lesser of RC or Scheduled Value
Not Scheduled	ACV
Finished Stock	Selling Price

Endorsements	
Terrorism	Included
Electronic Data, Programs or Software	Coverage for loss or damage to Electronic Data, Programs or Software when they are Raw Stock, Stock in Process, Finished Stock manufactured by the Insured, and supplies or other Merchandise
Lender/Mortgagee Loss Adjustment	Blanket Lenders and Mortgagees on file with NJCEJIF Underwriting Manager
Watercraft	WATERCRAFT COVERAGE

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*2020 Coverage Summary*  
***New Jersey Counties Excess JIF***

	<p>This policy insures direct physical loss or damage caused by a Covered Cause of Loss to watercraft that are: 1) 32 feet or less in length; and 2) At an Insured Location; or while in official use</p>
<p>Bridges &amp; Dams and Piers, Wharfs, Docks, Boardwalks, Crossovers &amp; Bulkheads</p>	<p>Bridges and tunnels when part of a building or structure, dams, dikes, piers, wharfs, docks or bulkheads are covered, in addition to:</p> <p><b>BRIDGES AND DAMS COVERAGE</b> This policy insures Bridges and Dams, and the equipment relating thereto, against direct physical loss caused by a Covered Cause of Loss. This Coverage does not insure loss or damage directly or indirectly caused by or resulting from Earth Movement, Flood, or Named Storm regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.</p> <p><b>PIERS WHARFS DOCKS BULKHEADS BOARDWALKS COVERAGE</b> This policy insures the following property against direct physical loss caused by a Covered Cause of Loss: 1) Piers, wharfs, docks, bulkheads, floating docks, boardwalks, and crossovers; and 2) Building and structures thereon. This Coverage does not insure loss or damage directly or indirectly caused by or resulting from Earth Movement, Flood, or Named Storm regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.</p>
<p>Power Generation Utilities Coverage</p>	<p>Transmission and distribution lines situated within a 1 mile radius of the Insured Location for above ground transmission and within a 5 mile radius of the Insured Location for underground transmission are covered, plus:</p> <p><b>POWER GENERATION UTILITIES COVERAGE</b> A. direct physical loss or damage caused by a Covered Cause of Loss to the following property:</p> <ol style="list-style-type: none"> <li>1. Scheduled Power Generating Facilities including buildings, structures, equipment, and personal property relating thereto; and</li> <li>2. Transmission lines: a) Owned by the Insured; and b) Transmitting high voltage power from a scheduled Power Generating facility to electrical substations located near demand centers.</li> </ol> <p>B. direct physical loss or damage to Scheduled Power Generating Facilities and for the actual Time Element loss sustained as provided by the Policy during the Period of Service Interruption at the Scheduled Power Generating Facilities caused by the interruption of an incoming service consisting of electricity, gas, fuel, steam, water, refrigeration, voice, data or video or from the lack of outgoing voice, data, video or sewage service. The lack of service must result from direct physical loss of or damage caused by a Covered Cause of Loss to property (other than satellites but including transmission and distribution lines) of the supplier of such service located within this Policy's Territory, that immediately prevents in whole or in part the delivery of such usable services to the Scheduled Power Generating Facility.</p> <p>This Scheduled Power Generating Facilities Service Interruption Coverage will only apply when the Period of Service Interruption exceeds a 24 consecutive hour Qualifying Period. If the Qualifying Period is exceeded, then this Policy will pay for the amount of loss in excess of the applicable deductible, but not more than the limit applying to this Scheduled Power Generating Facilities Service Interruption Coverage.</p>

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*2020 Coverage Summary*  
***New Jersey Counties Excess JIF***

	<p>The “Indirect or Remote Loss or Damage” and all maintenance, faulty, settling and inherent exclusions do not apply to the Scheduled Power Generating Facilities Service Interruption Property Damage and Time Element Loss.</p> <p>The following additional exclusion applies: This Policy excludes direct physical loss or damage and Time Element loss directly or indirectly caused by or resulting from the interruption of such services, when such interruption is caused directly or indirectly by the failure of the Insured to comply with the terms and conditions of any contracts the Insured has for the supply of such specified services regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.</p> <p>The following is added to the PROPERTY NOT COVERED part of the Policy: 1) Power Generation plants and equipment, and property related thereto, except as provided in the Power Generation Utilities Coverage.</p>
Gross Earnings	<p>Gross Earnings value that would have been earned during the Period of Liability, less charges and expenses that do not necessarily continue during the Period of Liability. Gross Earnings Value does not include tax receipts.</p> <p>Consideration shall be given to the continuation of normal charges and expenses, including Ordinary Payroll for the number of consecutive days as stated in the Declarations but not to exceed the limit shown for Ordinary Payroll, to immediately preceding the loss, the extent necessary to resume the Insured’s business activities with the same quality of service that existed.</p> <p>As respects the Accounts Receivable coverage, all sums due the Insured from customers, and all tax revenue due the Insured, provided the Insured is unable to collect these sums as a result of direct physical loss or damage to accounts receivable records.</p>
Debris Removal	<p>The Policy covers the reasonable and necessary costs incurred to demolish and remove debris of property from an Insured Location that remains following direct physical loss or damage resulting from a Covered Cause of Loss. This includes the cost to demolish the physically undamaged portion of such property insured due to the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of buildings or structures at an Insured Location.</p> <p>Excluded are the costs:</p> <ol style="list-style-type: none"> <li>1) to remove Property Not Covered that is Contaminated;</li> <li>2) to remove the Contaminant in or on Property Not Covered, whether or not the Contamination results from direct physical loss or damage caused by a Covered Cause of Loss;</li> <li>3) to demolish or remove loss or damage to insured Land Improvements caused by or resulting from Earth Movement, Flood or Named Storm; and</li> <li>4) to provide curbside pickup or drop off of debris or waste.</li> </ol>
Builder’s Risk Named Insured Wording	<p>All owners, all contractors and subcontractors of every tier at the project location, as required by any contract, subcontract, or oral agreement for the insured project and then only as their respective interests may appear are recognized as Additional Named Insureds hereunder.</p>
Underground Property	<p>This policy excludes the following Underground Property against direct physical loss or</p>

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	<p>damage caused by a Covered Cause of Loss:</p> <ol style="list-style-type: none"> <li>1. Underground piping beyond a 5 mile radius of a pump station, process plant, metering pit, well or similar operational location, which is owned, leased, used, occupied or intended for use by the member entity;</li> <li>2. Underground Storage Tanks and associated systems including piping;</li> <li>3. Underground electric, data voice, digital, fiber optic or similar cable beyond a 1,000 foot radius of an insured location owned by the member entity</li> <li>4. Underground gas pipelines</li> </ol> <p>This Coverage does not insure loss or damage directly or indirectly caused by or resulting from Earthquake, Flood, or Named Storm regardless of any other cause or event, whether or not insured under this Policy, contributing concurrently or in any other sequence to the loss.</p>
Outdoor Property Coverage	<p>This policy does not insure <b>Outdoors Property</b> against the perils of Earthquake or Flood, regardless of any other cause or event, whether or not insured under this policy, contributing concurrently or in any other sequence to the loss.</p> <p>No Time Element Coverage applies to this coverage.</p> <p>SECTION VII – DEFINITIONS is amended by adding the following term:</p> <p><b>Outdoor Property</b> means Covered Property not at an Insured Location and:</p> <ul style="list-style-type: none"> <li>▪ Outside a permanent building, or not wholly enclosed by walls and a roof; or</li> <li>▪ Inside a moveable container located outside a permanent building.</li> </ul> <p>Any “Outdoor Property” that is included on the Statement of Values at binding or reported to the insurance company midterm is considered to be an Insured Location and will not be subject to the “Outdoor Property” Endorsement.</p>
Repair, rebuilding or replacement	<p>If there is direct physical loss of or damage to Covered Property for which repair, rebuilding, or replacement has not started within five (5) years from the date of direct physical loss or damage, the Company will not be liable for more than the actual cash value of the property destroyed.</p>
Deductible Wording – Multiple EFNS Perils	<p>If there is an event or series of related events in which more than one of the EFNS perils causes direct physical loss or damage to insured property, a single deductible shall apply to the EFNS perils involved. The single deductible will not exceed the largest applicable deductible for Earthquake, Flood, or Named Storm.</p>
Concealment, Misrepresentation or Fraud	<p>Only knowledge of an executive officer or any other officer or executive of the member unit of local government authorized to handle insurance matters imbuies to the member entity.</p>
Clogging of Pipes	<p>For the clogging of pipes with sand, clay, organic matter or other soil components</p>
Volunteer Coverage	<p>Covered property shall include Personal Property of volunteers of the insured.</p>
Transmission & Distribution Lines	<p>1 mile radius restriction for overhead transmission and 5 mile radius restriction for underground transmission</p>
Underground Piping	<p>5 mile radius restriction</p>

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## Non-Owned Aircraft Liability

Insurer: Endurance American Insurance Company

Policy #: NAN6021584

Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
CSL Each Occurrence for Bodily Injury & Property Damage Liability Including Passengers	\$9,000,000
Medical Payments, Each Passenger	\$5,000
Personal Effects and Baggage Each Person	\$1,000
Each Occurrence	\$40,000
Deductible	None
Certified Acts of Terrorism	Included

Endorsements	
Non-Owned Premises Endorsement	Extend coverage to non-owned premises
Fellow Employee Coverage Endorsement	Remove fellow employee/ v l exclusions
Standard Airworthiness Extension Endorsement	Remove aircraft exclusion for non-airworthiness aircraft
Contractual Liability Endorsement	Coverage for Liability assumed by the Insured under any contract or agreement: (1) except a written agreement required by a governmental authority as a condition to the use of an airport, or (2) unless such liability would have attached to the Insured even in the absence of such contract or agreement;  Subrogation provision shall not apply to any written contract or agreement except any with a person or organization which had been entered into after a loss.
Aircraft Size	Exclude aircraft with more than fifty (50) total seats

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## Casualty

First Layer Reinsurer: Underwriters at Lloyd's  
 Policy #: PK1019019  
 Policy Period: 01/01/2020 – 01/01/2021  
 Second Layer Reinsurer: Old Republic  
 Policy #: TBD  
 Policy Period: 01/01/2020 – 01/01/2021

*\*Below are the standard limits, but some entities purchase additional*

Coverage	Limits of Insurance
General Liability	\$15,000,000 / \$30,000,000 - \$20,000,000 - \$40,000,000
Automobile Liability	\$15,000,000 - \$20,000,000
Public Officials / EPL ( <i>only applies to certain entities</i> )	\$20,000,000 / \$30,000,000
Buffer Workers Compensation and Employers Liability	Various
Employee Benefits	\$15,000,000 / \$30,000,000 - \$20,000,000 - \$40,000,000
Law Enforcement Activities	\$15,000,000 / \$30,000,000 - \$20,000,000 - \$40,000,000

Retentions	
<i>**Part of NJCE JIF and Insurance Commissions**</i>	
All Coverages	\$500,000 - \$750,000

Retroactive Dates	
Employee Benefits Liability	Various
Public Officials / EPL	Various

Endorsements	
Failure to Supply Exclusion	Failure of any ASSURED to adequately supply gas, oil, electricity or steam, but not including supply water.
Nursing Home Exclusion	Nursing Homes are excluded
Watercraft Liability Endorsement	Coverage to include use, including loading or unloading, of watercraft up to 35 feet in length.

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*2020 Coverage Summary*  
**New Jersey Counties Excess JIF**

Crisis Management Endorsement	5% of limit, up to \$500,000
Submitting Notice of Claim or Occurrence to Risk Manager	It is understood and agreed that knowledge of a CLAIM or OCCURRENCE shall not constitute knowledge by the ASSURED unless a Risk Manager, public official, administrative official, supervisory employee or departmental director or superintendent of the NAMED ASSURED received notice of such CLAIM or OCCURRENCE.
TPA Claim Notification	TPA shall notify insurance company of claims meeting the following criteria: <ul style="list-style-type: none"> <li>▪ Cost of which is likely to result in payment by the Underwriters under this policy</li> <li>▪ All claims reserved at 75% of self-insured retention or greater</li> <li>▪ Catastrophic losses: paraplegia, quadriplegia, severe burns, fatalities, significant brain injury, amputation or major extremity</li> <li>▪ Sexual or physical abuse</li> <li>▪ Discrimination or violation of civil rights</li> <li>▪ Law enforcement third party claims (other than automobile liability)</li> <li>▪ Terrorism</li> <li>▪ Any other claim, occurrence or suit where required or is a condition of coverage</li> </ul>
Public Officials – Former Officials	Exclusion does not apply to former officials if more than three years has passed since their term or employment in any capacity.
Camden County Regional Police Department & Metro Division Exclusion	Camden County Police Department and the Metro Division and any of their resulting liabilities are excluded, except for Buffer Workers' Compensation.
Employers' Liability Only	Workers' Compensation coverage shall only apply to Mercer County Insurance Commission.
Section II General Liability Coverage Amendatory Endorsement – Tethered Blimp	It is hereby understood and agreed that notwithstanding SECTION II EXCLUSION E coverage for the Unmanned Aerial Vehicle as on file with Underwriters, coverage for tethered blimps shall be provided under this policy.
General Policy Definitions Endorsement – Assured	ASSURED means not only the NAMED ASSURED as stated on the Declaration Page, but also includes any past, present or future officials; members of boards or commissions; and trustees, directors, officers, volunteers, employees, aids, student teachers, student employees, and teaching assistants; of the NAMED ASSURED while acting within the scope of their duties as such. ASSURED shall also mean any person, organization, trustee or estate to whom the NAMED ASSURED is obligated by virtue of a written contract or written mutual aid agreement or other written agreement to provide insurance such as is offered by this policy; but only in respect to acts or operations by or on behalf of the NAMED ASSURED, and subject to the limitations on coverage contained in any such written contract or written mutual aid agreement or other written agreement.
Broad Form Pollution for Covered Automobiles	Full Broad Form

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In-House Attorney Fees	<p>It is understood and agreed that the definition of ULTIMATE NET LOSS as stated under GENERAL POLICY DEFINITION NO. 24 shall also include in-house attorney fees as considered being reasonable and customary for defense counsel activities. In respect of such fees, the Underwriters shall only be liable for in-house attorney fees in an amount not exceeding the SELF INSURED RETENTION as applicable to any CLAIM and/or SUIT.</p> <p>It is further understood and agreed that such fees shall be included in the erosion of the SELF INSURED RETENTION on the express condition that:</p> <ul style="list-style-type: none"><li>a) In the absence of in-house counsel, an outside attorney would normally have been retained;</li><li>b) An hourly rate of \$165.00 per hour for an in-house attorney and \$40.00 per hour for a paralegal shall apply,</li><li>c) The Underwriters shall approve the use of an in-house attorney in respect of claims arising from EMPLOYMENT RELATED PRACTICES or violation of civil rights arising from LAW ENFORCEMENT ACTIVITIES, unless in-house attorney assigned is registered on a submitted list to Underwriters, which is to be updated annually, or has extensive prior experience in handling claims arising from EMPLOYMENT RELATED PRACTICES or violation of civil rights arising from LAW ENFORCEMENT ACTIVITIES;</li><li>d) In-house attorneys will not be used where:<ul style="list-style-type: none"><li>i) The representation of an ASSURED by the in-house attorney would violate the Canons of Ethics of the State Bar, except as specifically provided by statute, law or ordinance; or</li><li>ii) The representation by the in-house attorney is objected to by the ASSURED being represented; or</li><li>iii) The office of the in-house attorney is alleged to have been involved in the OCCURRENCE or loss complained of; or</li><li>iv) The in-house attorney is clearly not qualified to provide a competent defense.</li></ul></li></ul> <p>Nothing in (d) above shall be construed to require the use of an in-house attorney by the ASSURED.</p>
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*2020 Coverage Summary*  
***New Jersey Counties Excess JIF***

<p>Notice of Facts or Circumstances</p>	<p>If during the POLICY PERIOD or the Extended Reporting Period, if purchased, the ASSURED first become aware of specific facts or circumstances which may reasonably give rise to a future CLAIM covered under this POLICY, and if the ASSURED, during the POLICY PERIOD or the Extended Reporting Period, if purchased, give written notice to the ASSURED'S THIRD PARTY CLAIM ADMINISTRATOR as soon as practicable of:</p> <ul style="list-style-type: none"> <li>a. a description of the facts or circumstances allegations anticipated;</li> <li>b. the identity of the potential claimants;</li> <li>c. the circumstances by which the ASSURED first became aware of the facts or circumstances;</li> <li>d. the identity of the ASSURED allegedly involved;</li> <li>e. the consequences which have resulted or may result; and</li> <li>f. the nature of the potential monetary damages and non-monetary relief;</li> </ul> <p>then any CLAIM made subsequently arising out of such facts or circumstances shall be deemed for the purposes of this Coverage Section to have been made at the time such notice was received by the ASSURED'S THIRD PARTY CLAIM ADMINISTRATOR. No coverage is provided for fees, expenses and other costs incurred prior to the time such facts or circumstances results in a CLAIM.</p>
<p>General Liability and Law Enforcement Liability – Unmanned Aircraft Coverage Endorsement</p>	<p>The following shall be applicable only to Cumberland County Improvement Authority</p> <p>Add coverage for UNMANNED AIRCRAFT used by an ASSURED in the course and scope of their duties on behalf of the Member.</p> <p>For the purposes of coverage provided under this endorsement, the following Definition apply:</p> <p>UNMANNED AIRCRAFT means an aircraft, either fixed-wing or rotary-wing, without a human pilot on board, weighing 10 pounds or less, controlled by computers in the aircraft or under the remote control of a pilot on the ground.</p> <p>For UNMANNED AIRCRAFT weighing more than 10 pounds, and for which coverage is sought under this policy, prior written agreement from Underwriters must be obtained and the UNMANNED AIRCRAFT scheduled by endorsement onto this policy.</p>
<p>Additional Assured Endorsement – Primary and Non-Contributory</p>	<p>Any party is an Additional Insured if required by contract or agreement, and this insurance shall be primary and non-contributory to any insurance held by the Additional Assured.</p>
<p>Cyber Exclusion</p>	<p>Cyber</p>

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## Workers' Compensation

Insurer: Safety National Casualty Corporation

Policy #: SP4059717

Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
Coverage A – Workers Compensation	Statutory
Coverage B – Employers' Liability	\$10,000,000 - \$20,000,000
USL&H Coverage	Included
Jones Act Coverage	Included
Other States Coverage, except monopolistic states	Included

Retentions	
<i>**Part of buffer, NJCE JIF and Insurance Commissions**</i>	
Per Occurrence	\$1,000,000
Firefighters (class code 7710) and Police Officers (class code 7720)	\$1,150,000

Terms & Conditions	
Broad Form – Employee Travel	All states coverage for employee travel
Same Communicable Disease	Same communicable disease constitutes one occurrence
Unintentional Error and Omissions by Employer	Included
Maritime Coverage Endorsement	Included to NJ state benefits
Employer Definition Endorsement	Employer shall also include a business entity over which an employer named in Item 1 of the declarations has day-to-day management control

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## Crime

Insurer: National Union Fire Insurance Company of Pittsburgh, PA.

Policy #: 063813057

Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
Limits	\$1,000,000 - \$5,000,000
Credit, Debit or Charge Card Forgery, and supporting written instruments	\$50,000
Faithful Performance of Duty Coverage for Government Employees (Employee Theft – Per Loss Coverage)	\$1,000,000 - \$2,000,000
Include Expenses Incurred to Establish Amount of Covered Loss	\$25,000 / 100% of loss, whichever is less
Social Engineering / Impersonation Fraud	\$1,000,000
Costs to Establish Loss	\$25,000

Deductibles	
Member Deductible, Each Loss	\$10,000 - \$50,000
Social Engineering / Impersonation Fraud	\$50,000

Endorsements	
Additional Named Insured	<ul style="list-style-type: none"> <li>▪ Refer to Schedule</li> <li>▪ And any interest hereafter owned, controlled or operated by any one of those named as Insured</li> </ul>
Coverage Territory	True worldwide
Employee Cancellation – Prior Theft or Dishonesty	Only if theft or dishonesty is \$10,000 or greater 60 days notice required
Knowledge of Loss	Insurance manager, risk manager or any executive officer
Protected Information Exclusion	Carveback for ensuing covered loss
Definition of Employee	Includes: <ul style="list-style-type: none"> <li>▪ Non-compensated officers</li> <li>▪ Volunteers</li> <li>▪ Employees post-termination, unless such termination is due to perils covered by this policy</li> <li>▪ Treasurers and tax collectors</li> <li>▪ Any director or trustee</li> <li>▪ Any student</li> </ul>
Bonded Employees Exclusion	Delete
Retroactive Date Endorsement	Refer to Schedule

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## Cyber

Insurer: 1<sup>st</sup> Layer: Various  
2<sup>nd</sup> Layer: Underwriters at Lloyd's

Policy #: 1<sup>st</sup> Layer: Various  
2<sup>nd</sup> Layer: Various

Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
All First & Third Party Coverages	\$1,000,000 - \$8,000,000

Deductibles	
All Coverages	\$10,000 - \$25,000
Breach Coach	\$0
Waiting Period	12 Hours

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## Public Officials Liability / Employment Practices Liability

Insurer: Various  
Policy #: Various  
Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
Public Officials / EPL	\$5,000,000 - \$15,000,000

Retentions	
All Coverages	Various

Retroactive Dates	
All Coverages	Various

Additional Coverages (Chubb)	
ADA Violation Sublimit	\$500,000 Defense
Front- and Back-Pay	\$5,000,000 (\$1,000,000 for public safety or healthcare entities)
Prevailing Party Fees	50% coinsurance for any prevailing party fee expenses
Zoning Claim	\$1,000,000
Wage Sublimit	\$500,000 for all Employment Practices Violations arising out of the operations or activities of a Health Care Entity or Public Safety Entity; or \$5,000,000 for all other Employment Practices Violations
Optional Discovery Period	(i) Seventy-five percent (75%) of the full annual premium, for a period of (1) year, (ii) One hundred and twenty-five percent (125%) of the full annual premium, for a period of two (2) years, or (iii) One hundred and fifty percent (150%) of the full annual premium, for a period of three (3) years
In-House Counsel Settlement Authority	Lesser of retention or \$100,000
Non-Monetary Claims	\$500,000

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## Medical Malpractice

Insurer: Various  
Policy #: Various  
Policy Period: 01/01/2020 – 01/01/2021

Coverage		Limits of Insurance
<b>Healthcare Professional Liability</b>		
Aggregate Limit		Up to \$23,000,000
Each Medical Incident		Up to \$21,000,000
<b>Healthcare General Liability</b>		
Aggregate Limit		\$3,000,000
Each Occurrence Limit		\$1,000,000
Products/Completed Operations Limit		\$1,000,000
Personal/Advertising Injury Limit		\$1,000,000
Fire Damage Limit		\$50,000
Medical Expense Limit		\$5,000
<b>Deductibles</b>		
Professional		\$0
GL		\$25,000
<b>Retentions</b>		
All Coverages		Various
<b>Retroactive Dates</b>		
All Coverages		Various
<b>Additional Coverages</b>		
Employee Benefit Liability	\$1,000,000	
Wrongful Act Limit	Retro Date: 04/21/2010	
Schedule of Physicians	Refer to Schedule	
Schedule of Terminated Physicians	Refer to Schedule	
Volunteer Healthcare Provider Endorsement	Any of your authorized volunteer healthcare providers, but only while acting within the scope of their duties as such and at your direction.	

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## Environmental Liability

Insurer: Zurich American Insurance Company

Policy #: ZRE 5542955-02

Policy Period: 01/01/2019 – 01/01/2022

Coverage	Limits of Insurance
Each Pollution Event	\$10,000,000
Aggregate Policy Limit	\$25,000,000
Mold Sublimit	\$2,000,000
Perfluorinated (PFCs) Chemicals Sublimit (Excluded at all fire training facilities)	\$1,000,000
Crisis Management Expense Aggregate Limit	\$50,000
Green Remediation Aggregate Limit	\$50,000
Green Standards Aggregate Limit	\$50,000
Deductible - Each Pollution Event	\$25,000

Endorsements	
Material Change in Use/Operations Exclusion	Refer to Schedule
Pollution Event Definition – including Biological Weapons	Expands pollution event definition and adds biological weapon definition
Extended Reporting Period	90 Days
Rate Endorsement	Refer to Schedule
Waiver of Subrogation	Where required by written contract
Suspension of Operations – Loss of Business Income Including Evacuation Expense	365 Days Period of Indemnity 3 Days Waiting Period
Amendment of Section II. Defense – Outside the Limits for Specified Covered Location	Refer to Schedule
Financial Assurance – N.J.A.C. 7:1E (DPCC)	Refer to Schedule
Onsite Cleanup Costs Restriction – ASTs and Loading/Unloading Only for Scheduled Site	Refer to Schedule
Products Coverage	Refer to Schedule
Scheduled Underground Storage Tank Not For Evidence of Financial Responsibility Excess Coverage	Refer to Schedule

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## Employed Lawyers

Insurer: Chubb Insurance Company of New Jersey

Policy #: 82489397

Policy Period: 01/01/2020 – 01/01/2021

Coverage	Limits of Insurance
Each Claim	\$5,000,000
Aggregate	\$10,000,000
Disciplinary Proceeding Claims Expenses – Additional Aggregate	\$1,000,000
Insured v. Insured Claims Expenses – Sublimit Aggregate	\$5,000,000

Retentions	
Insuring Agreement A1	\$0
Insuring Agreement A2 – Each Claim	\$25,000

Endorsements	
Prior or Pending Proceeding Dates	Various
Prior Wrongful Acts Dates	Various
Definition of Company Amended	Means the Named Insured, any Subsidiary or an Insured entity or county (as amended by endorsement to this policy).
Prosecution Exclusion	Alleging, based upon, arising out of or attributable to any Insured's performance of or failure to perform prosecution services or professional services as a public official.
SEC Exclusion	Full securities exclusion.

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