

NEW JERSEY PUBLIC HOUSING AUTHORITY JOINT INSURANCE FUND

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BULLETIN HA 23-02

DATE: January 2023
TO: Commissioners of the NJPHA JIF
FROM: Underwriting Manager, Conner Strong & Buckelew
RE: JIF Recommended Insurance Guidelines

The NJPHA JIF has found it critical to ensure JIF members are including appropriate insurance requirements in their contracts, especially Shared Service contracts, contractor/construction-related contracts, etc.

Attached are the JIF's recommended insurance guidelines to be utilized in contracts. Please note, these will need to be modified depending on the type and size of contract, so please work with your Risk Management Consultant and individual Housing Authority attorney.

If you have any questions regarding this, please do not hesitate to contact the Underwriting Manager team.

CC: NJPHA Risk Management Consultants
Executive Director, PERMA



PROVIDER shall make effective the following minimum insurances and follow all provisions, at its own expense, prior to commencement of the services in this agreement. Such insurance requirements shall apply to **PROVIDER** and any sub-providers of **PROVIDER**.

Group 1 (Small)

Scope: Maintenance, Repair, Small Services, Use of Premises

Insurance Coverages

1. Commercial General Liability: \$1,000,000 Each Occurrence / \$2,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
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Group 2 (Medium)

Scope: Medium Maintenance/Repair, Small Renovation/Construction, Medium Services

Insurance Coverages

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$1,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$1,000,000 each claim / \$1,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Cyber Liability: \$1,000,000 Each Claim / \$1,000,000 Aggregate
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Group 3 (Larger)

Scope: Renovation, Construction, Significant Service Agreements, MEL Firework/Mechanical Amusement Ride Requirements, MEL Public Entity Shared Services Guidelines

Insurance Coverages

1. Commercial General Liability: \$5,000,000 Each Occurrence / \$5,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$5,000,000 each claim / \$5,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$1,000,000
 - a. Must include Employee Theft and Client Coverage
 7. Environmental Liability: \$5,000,000 Each Act / \$5,000,000 Aggregate
 8. Cyber Liability: \$3,000,000 Each Claim / \$3,000,000 Aggregate
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Group 4 (Large)

Scope: Large Projects, Large Agreements

Insurance Coverages

1. Commercial General Liability: \$10,000,000 Each Occurrence / \$10,000,000 Aggregate
 - a. Liquor Liability, Sexual Abuse / Molestation and Athletic Activities must be included
 - b. Completed Operations must be included
 2. Business Automobile Liability: \$5,000,000 combined single limit any one accident
 - a. All owned, hired or non-owned automobiles used in connection with this agreement
 3. Professional Liability/Errors & Omissions Liability: \$10,000,000 each claim / \$10,000,000 annual aggregate
 - a. Must not contain cyber, privacy or network-related exclusions
 4. Workers' Compensation: Statutory
 5. Employers' Liability: \$1,000,000
 6. Crime: \$5,000,000
 - a. Must include Employee Theft and Client Coverage
 8. Environmental Liability: \$10,000,000 Each Act / \$10,000,000 Aggregate
 9. Cyber Liability: \$5,000,000 Each Claim / \$5,000,000 Aggregate
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Additional Insurance Provisions

- Any combination of primary and umbrella/excess policies may be used to satisfy the limits. All below provisions shall also apply to the umbrella/excess policies for such coverages listed below.
- All coverages shall remain in effect for the life of the agreement and for three (3) years thereafter. As respects any claims-made coverages, any combination of renewal policies and extended reporting periods may be used to satisfy such time period; however, no extended reporting period shall be effected for the work under this agreement until the last work has been completed.
- Any retroactive dates, or the similar, must be no later than the effective date of this agreement.
- All insurance shall be procured from insurers permitted to do business in the United States and having an A.M. Best rating of at least "A-: VIII", or the S&P equivalent.
 - If no such rating, self-insured or the like, **MEMBER** has the right to request and review the financials of such.
- All General Liability, Automobile Liability, Professional Liability, Environmental Liability and Cyber Liability coverages shall name **MEMBER** as an additional insured on a primary and non-contributory basis.
- **MEMBER** shall be named as Loss Payee on the Crime coverages.
- All coverages shall contain Waiver of Subrogation provisions, as allowed by law, in favor of **MEMBER**.
- At least thirty (30) days written notice of cancellation or non-renewal (10 days for non-payment) of any of the coverages shall be provided to **MEMBER**.
- Full "cross liability" / "severability of interests" / "separation of insureds" provisions shall be provided on all coverages.
- All insurances must be applicable to and cover the operations/services described in this agreement.
- Remove reverse Hold Harmless clauses.
- As respects individuals opting-out of the Workers' Compensation coverage, such individuals shall not work on the subject (project, services) in this agreement.

The amounts of the insurances or the carrying of the insurances described shall in no way be interpreted as relieving the **PROVIDER** of any responsibility or liability under the agreement. Any type of insurance or any increase in limits of liability not described above which the **PROVIDER** requires for its own protection or on account of statute shall be its own responsibility and at its own expense. **PROVIDER** shall promptly notify **MEMBER** and the appropriate insurance company(ies) in writing of any accident(s) or circumstance(s), as well as any claim, suit or process received by the **PROVIDER** arising in the course of operations under the agreement. The **PROVIDER** shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).





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