

## Claims Services Agreement

**AGREEMENT** made this \_\_\_\_ day of \_\_\_\_\_ by and between **Risk Enterprise Management Limited**, a Delaware corporation having its principal place of business at Suite 109, 2540 Route 130, Cranbury, NJ 08512 (“**REM**”), and **Resort Hotel Association**, having its principal place of business at 161-A John Jefferson Road, Williamsburg, VA 23185-5640 a not-for-profit association (“**Association**”), and individual resort property members of Association subscribing to this Agreement (“**Member(s)**”).

**WHEREAS, Zurich American Insurance Company** (“**Carrier**”) has written Commercial Automobile insurance policies with varying deductible amounts pertaining to the individual Members (“**Deductible Policies**”) and each Member has agreed to fund those claims and/or losses and claims expenses arising under its Deductible Policies unless the value exceeds the applicable deductible; and

**WHEREAS, Member** has agreed to pay claims and/or losses and claims expenses arising within its individual General Liability self-insured retention level (“**SIR Program**”) and **Carrier** has written General Liability insurance policies in excess of the SIR Program pertaining to Member’s business (“**Excess Policies**”), the Deductible Policies and Excess Policies shall be referred to collectively as “**Policies**”; and

**WHEREAS, Carrier** shall engage **REM** as the claims administrator under separate agreement with respect to those claims and/or losses arising under the Policies; and

**WHEREAS, Association and Member** desire to engage **REM** as the claims administrator with respect to those claims and/or losses arising within the SIR Program; and

**WHEREAS, REM** desires to accept such engagements pursuant to the terms and conditions of this Agreement;

**NOW, THEREFORE,** in consideration of the terms, conditions and other agreements set forth herein, **REM and Association and Member** hereby agree as follows:

### 1. Term

The term (“**Term**”) of this Agreement: (i) shall commence at 12:00 A.M. on May 1, 2001 (“**Effective Date**”); (ii) shall run continuously for one (1) year; and (iii) shall automatically renew on each annual anniversary of the Effective Date upon the same terms and conditions unless non-renewed or terminated in accordance with the provisions of Sections 9 and 10 herein.

### 2. Engagement and Duties of REM

**2.1** Association and Member hereby acknowledges and agrees to the engagement of **REM** by **Carrier** as the claims administrator to represent and act for Member with respect to the claims arising under the Policies, reported to **REM** during the Term or the seventy-two (72) month period immediately succeeding the Term, and assigned to **REM** by Association or Member (“**Policy Claims**”).

**2.2** Association and Member hereby engages **REM** and **REM** hereby accepts engagement by Association and Member as the claims administrator to represent and act for Association and Member with respect to those claims arising under the SIR Program, occurring during

