



# MARIPOSA COUNTY

Human Resources/Risk Management • (209) 742-1375



## **RESOLUTION - ACTION REQUESTED 2016-499**

MEETING: September 20, 2016

TO: The Board of Supervisors

FROM: Steve Johnson, Human Resources Director - Risk Manager

RE: Approve Agreement with George Hills, Inc. for General Liability Claims Administration Services

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### **RECOMMENDATION AND JUSTIFICATION:**

Approve Agreement with George Hills, Inc. For General Liability Claims Administration Services for a Five-Year Period Effective October 1, 2016 through September 30, 2021; and Authorize the Board of Supervisors Chair to Sign the Agreement.

Please see the attached Memorandum for additional information.

### **BACKGROUND AND HISTORY OF BOARD ACTIONS:**

The Board of Supervisors authorized the current Agreement with the County's General Liability Claims Administrator Freese & Gianelli until September 30, 2016.

### **ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

The Board may select another vendor, but in doing so, risks a break in General Liability claims administration service until a new vendor can be vetted and selected.

### **FINANCIAL IMPACT:**

**Funding is budgeted in the Liability Insurance Fund.**

### **ATTACHMENTS:**

**Board of Supervisors Staff Report Agreement with George Hills, Inc. September 2016 (DOCX)**

**George Hills-Mariposa County Agreement\_8-31-2016 FINAL (PDF)**

### **CAO RECOMMENDATION**

Requested Action Recommended

  
Mary Hodson, CAO 9/13/2016

**RESULT: ADOPTED [UNANIMOUS]**

**MOVER:** Marshall Long, District III Supervisor

**SECONDER:** Rosemarie Smallcombe, District I Supervisor

**AYES:** Smallcombe, Jones, Long, Cann, Carrier

**GENERAL LIABILITY**  
**CLAIMS ADJUSTING AND ADMINISTRATION**  
**SERVICE CONTRACT**

This contract is made and entered into this 20th day of September, 2016 by and between Mariposa County, hereinafter referred to as "COUNTY", and GEORGE HILLS COMPANY, INC., hereinafter referred to as "GH".

GH is a California Corporation doing business as licensed, independent insurance adjusters and administrators, with John Chaquica, CEO, responsible for contract compliance and terms. Randy Rendig, President Claims Administration, shall oversee the daily operations. The company's corporate office is located at: 3043 Gold Canal Drive, Suite 200, Rancho Cordova, California, 95670; Telephone: (916) 859-4800.

IT IS HEREBY AGREED by and between the parties signing this contract as follows:

**I. GENERAL**

COUNTY is desirous of availing itself of property and liability claims adjusting and administrative services. GH is a claim administrative firm experienced in the handling of self-insured claims and is ready to and capable of performing such services. As such, GH shall act as a representative of COUNTY for the investigation, adjustment, processing, supervision and evaluation of general liability, motor vehicle, and potential money damage claims filed by third parties against COUNTY, or against parties for whom COUNTY is alleged to be legally responsible, which are premised upon allegations of willful, intentional, negligent, or careless acts and/or omissions.

**II. SCOPE OF SERVICES**

GH agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:

**A. INVESTIGATIVE SERVICES**

GH agrees to provide complete investigative services including, but not limited to:

- 1) Receipt and examination of all reports of accidents or incidents that are or may be the subject of claims.
- 2) Investigate accidents or incidents as warranted, to include on-site investigation, photographs, witness interviews, determination of losses and other such investigative services necessary to determine all COUNTY losses but not to include extraordinary investigative services outside the expertise of GH.
- 3) Maintain service on a 24-hour, 7 days per week basis, to receive reports of any incident or accident which may be the subject of a liability claim and provide immediate investigative services to the extent necessary to provide a complete investigation.
- 4) Undertake items of investigation requiring special handling for COUNTY at the direction of COUNTY's attorney or authorized representative.

## B. LIABILITY AND PROPERTY CLAIM HANDLING SERVICES

GH agrees to provide complete claim handling services on each accident or incident which is or may be the subject of a claim. Such services shall include the following:

- 1) Promptly set up a claim file upon receipt of the claim and maintain a claim file on each potential or actual claim reported.
- 2) Assess and evaluate the nature and extent of each claim and establish claims reserves for indemnity and legal expense.
- 3) Ensure timely claim handling, including contact and follow-up with claimants regarding claim issues and processing.
- 4) Determine the need for defense representation.
- 5) Report claims to the excess insurer and coordinate with the excess insurer on a claim's progress in accordance with the excess insurer's reporting requirements.
- 6) Maintain records on any such claim and notify COUNTY when COUNTY is about to exhaust the Self-Insured Retention.
- 7) Obtain settlement contracts and releases upon settlement of claims or potential claims not in litigation.
- 8) Perform the necessary data gathering for the Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA) and the Set Aside Contracts in compliance with Section 111 of the MMSEA including the required reporting (see Attachment A).
- 9) Provide an account manager and lead liability adjuster.

## C. LEGAL SUPPORT SERVICES

GH agrees to provide the following legal support services on each claim in which a third party claimant has commenced or threatened to commence litigation:

- 1) Upon notification by COUNTY that litigation has been filed on an open claim, contact and provide counsel with all information and files concerning the claim.
- 2) Cooperate with and assist any defense counsel assigned to litigation of open claims and provide such investigative services as directed during pre-trial and trial stages.
- 3) Assist in responding to discovery or preparing discovery.
- 4) At the request of the COUNTY, attend mandatory settlement conferences on behalf of COUNTY.

- 5) At the request of the COUNTY appear on behalf of COUNTY in small claims actions filed against COUNTY on open claims handled by GH.
- 6) Review, evaluate and adjust defense counsel statements for services.
- 7) Review and evaluate case evaluations, correspondence and status reports forwarded to GH by counsel.
- 8) Cooperate with counsel as a team with an open communication approach on each case to obtain the most economical and best result for the COUNTY.

D. REPORTS AND PROCEDURES (GH will ensure compliance with excess reporting):

GH agrees to provide the following:

- 1) Within thirty (30) days of assignment, or sooner if practicable, required, or requested, GH will provide COUNTY with a full factual report, showing name(s) of claimant(s), type of claim, date of loss, comments on liability, reserve recommendations, settlement recommendations, and other pertinent information. Subsequent to the initial thirty (30) day report, GH will report as often as warranted by any important change in status but no longer than every (90) days until the claim closes unless extended diary is appropriate.
- 2) All original reports, documents, and claim data of every kind or description, that are prepared in whole or in part by or for GH in connection with this contract shall be COUNTY's property and constitute GH's work product for which compensation is paid. A copy of all reports, documents, and claim data of every kind or description that is in whole or in part by or for COUNTY is the property of GH. Additional copies of original reports, documents, and data requested by COUNTY will be at COUNTY's expense in accordance with this contract.
- 3) GH agrees that COUNTY or its auditors shall have access to and the right to audit and reproduce any of the GH's relevant records to ensure that COUNTY is receiving all services to which COUNTY is entitled under this Contract or for any purpose relating to the Contract.

E. DATA

GH agrees to perform the following:

- 1) Utilize its "State of the Art" claims information system—SIMS.
- 2) Record all claim information including all financial data.
- 3) Provide COUNTY "read only" on-line access to the claims data system, if desired by COUNTY.
- 4) Provide monthly standard loss run and check register.
- 5) Provide annual claims data report for actuary and auditors upon request.

- 6) Provide an annual Quality Assurance report.
- 7) Provide assistance to COUNTY in developing customized reports when requested (may require additional charge).
- 8) Conversion:
  - a. Convert the open claims data as of October 1, 2016.
  - b. Convert the closed claims data as of October 1, 2011.

Due to the claims system of the predecessor TPA, GH will manually perform the data conversion in two phases. Phase one will address open claims and phase two will address closed claims. GH will work with COUNTY and predecessor on both phases. In phase one, GH will manually input all financials and scan all paper files into GH claims system. In phase two GH will work with COUNTY and CSAC-EIA in defining the extent of conversion and GH will execute appropriately. COUNTY shall be responsible for storage of all closed hard copy files.

#### F. CLAIM REVIEW MEETINGS

GH shall, upon request, meet with County to review and discuss claims inventory and claims results of past period and delivery of services by Claim Administrator.

#### G. SUBROGATION

During the course of GH handling of a general liability and/or subrogation claim for COUNTY, if the institution of a civil action is determined by COUNTY to be the best course of action and in the best interest of COUNTY, then COUNTY may, at COUNTY's own expense:

- 1) Authorize GH to act as a representative of COUNTY for the investigation, adjustment, processing, supervision and evaluation of – and ultimate recovery of –damages from any party alleged to be legally responsible.
- 2) Authorize GH to engage the services of a litigation attorney to consult, review, and determine the best legal strategy available at the time to obtain the best possible result for COUNTY. Upon determination by the attorney that a civil action is in the best interest of COUNTY, GH will notify COUNTY and obtain authorization to pursue recovery in accordance with the recommendations of the litigation attorney; or

While GH is handling a subrogation claim for COUNTY pursuant to the terms of this Contract and the institution of a civil action is determined by COUNTY to be the best course of action, COUNTY may, at COUNTY's own expense:

- 1) Recall the claim to COUNTY's control so that COUNTY may pursue recovery in a manner to be determined by COUNTY's attorney to be in the best interest of COUNTY.

In the event COUNTY recalls the claim as indicated above, COUNTY shall be responsible for payment to GH of any and all time and expense incurred by GH's subrogation claim adjuster and/or other subrogation specialist up to the time wherein the claim has been recalled by COUNTY.

**III. FILE RETENTION**

GH shall retain, in accordance with the COUNTY's record retention policy, up to a maximum of seven (7) years. After seven (7) years, unless requested by COUNTY to retain at its own expense, GH shall delete the scanned files in accordance with the timeline stated in Attachment B.

**IV. CONFIDENTIALITY**

All data, documents, discussions, or other information developed or received by or for GH in performance of this contract are confidential and not to be disclosed to any person except as authorized by COUNTY or COUNTY's designee, or as required by law.

**V. CONFLICT OF INTEREST**

In the event GH receives a claim from COUNTY in which there arises a "conflict of interest," GH shall immediately notify COUNTY. COUNTY may then, at their expense choose to hire another well-qualified claims firm to handle that particular claim to a conclusion. GH covenants that it presently knows of no interest, direct or indirect, which would conflict in any manner with the performance of services required under this contract.

**VI. COUNTY RESPONSIBILITY**

COUNTY agrees to the following:

- 1) COUNTY shall cooperate with GH as may be reasonably necessary for GH to perform its services.
- 2) COUNTY agrees to provide direction to GH as requested regarding particular project requirements.
- 3) COUNTY shall identify a primary contact person for the account as well as for billing and loss run submission. In addition, COUNTY shall be responsible for reporting all changes thereto.
- 4) COUNTY shall be responsible for reporting all bodily injury claims in addition to all other items noted in Attachment A "Medicare, Medicaid, and SCHIP Extension Act of 2007 (MMSEA)."
- 5) COUNTY shall be responsible for updating GH on any changes to coverage/policy language; including limits, retentions/deductibles and coverage changes.

**VII. COMPENSATION**

COUNTY agrees to pay GH for services described in Section II – Scope of Services.

Time and expense charges will be incurred only when necessarily required in the form of adjuster's fees as delineated in Section II, Scope of Services and will be invoiced as worked.

1) Time and expense fees will be as follows:

a. Adjuster's Fee: \$83 per hour

Compensation for services provided during subsequent years may be re-negotiated annually. Such change, if any, shall be submitted to COUNTY by March 31st of each year. Submission shall be in writing and subject to mutual contract.

b. Auto Expense: Standard IRS rate

c. Allocated file expenses to be paid at cost; allocated file expenses are those expenses generated by outside vendors other than GH that cannot be foreseen nor included in an Agreement, such as: fees of court reporters, costs of legal transcripts, etc.

d. Custom reporting beyond the above will be furnished upon request at an additional cost to be agreed upon by GH and COUNTY.

2) Administration Fee: \$3,500.00 annually and shall be for the following:

a. Data access to claims data system.

b. Monthly listing of open claims by date of loss, department, location, and alpha by name showing expense categories, reserves and total incurred.

c. Monthly claim summary reports, within 15 days of month-end

d. Provide loss run data and required reports for actuarial and auditing purposes.

e. Provide annual summary of claims activity.

f. Financial accounting if applicable.

3) Data Conversion (One Time Charge): \$5,000.00

If GH is retained for five years, then GH will absorb 100% of the data conversion cost. If GH is not retained for five years, then 20% per year not retained shall be charged to the County. The data conversation fee is dependent on many factors pending approval by COUNTY and Merced County. If possible, pending approval by the Counties, GH will attempt to combine the data conversation task for the COUNTY with that of Merced County to mitigate the cost of data conversion for both counties.

4) Subrogation Fee: 30% of each and every recovery obtained. The minimum amount to be paid to GH will be \$250 per claim. However, GH has the authority to reject any claim for any reason, dismissing COUNTY of any fiscal responsibility for rejected claims only. However, GH has the authority to reject any claim for any reason, relieving COUNTY of any fiscal responsibility for rejected claims only.



- 5) Subrogation: No recovery shall be agreed to involving payment plans if the recovery is less than \$5,000. If a recovery is agreed to above this amount, subrogation fee shall be 30%.
- 6) Subrogation: Authorize GH to appear in small claims court for recovery of funds. Each appearance shall be an additional \$150.
- 7) Subrogation: Due to the nature of these services, in that compensation is contingent upon success of time and effort, if this Contract is terminated prior to completion of effort on any one claim, COUNTY shall pay GH for all time spent, prior to termination, on any open claim GH is seeking recovery on. Payment shall be based on our current hourly rate. COUNTY will submit a final invoice within five business days of termination.

**VIII. PAYMENT SCHEDULE**

GH will submit its bills to COUNTY, and payment shall be made by COUNTY, within a reasonable period of time, not to exceed forty five (45) days.

**IX. TERM AND TERMINATION**

The term of this contract shall commence on October 1, 2016 for a five (5) year period to expire on September 30, 2021, and may terminate upon ninety (90) days written notice by either party.

The above compensation shall apply to services provided during the term of this contract. Any requested change shall be submitted to COUNTY by March 31st each year. Submission shall be in writing and subject to mutual contract.

**X. FAIR EMPLOYMENT**

It is the policy of GH to provide fair and equal treatment to all staff members. GH is an Equal Opportunity Employer and does not discriminate in any way against any person on the basis of age, race, sex, color, national origin, national ancestry, physical disability, medical condition, mental disability, religion, creed, marital status, sexual orientation, gender identification, gender expression, use of family care leave or any other classification deemed protected by law.

**XI. INDEPENDENT CONTRACTOR**

In performing claims administrative services herein agreed upon, GH shall have the status of an independent contractor and shall not be deemed to be an officer, employee, or agent of COUNTY.

**XII. INDEMNIFICATION**

GH agrees to hold harmless and indemnify COUNTY, its officers, employees, agents, representatives, and successors-in-interest against any and all loss, damage, cost,

lawsuits, demands, judgments, legal fees or any other expenses which GH, its officers, employees, agents, representatives, and successors-in-interest may incur or be required to pay by reason of any injury or property damage arising from the negligent act, error or omission of GH, its employees, its subcontractors or its agents arising out of or in the performance of this Contract.

### **XIII. INSURANCE**

GH shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by GH, its agents, representatives, or employees.

Minimum scope and limit of insurance:

Coverage shall be at least as broad as:

- 1) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than
- 2) \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 3) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- 4) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
- 5) Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- 6) If GH maintains broader coverage and/or higher limits than the minimums shown above, COUNTY requires and shall be entitled to the broader coverage and/or higher limits maintained by GH. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to COUNTY.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- 1) Additional Insured Status: COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of GH including materials, parts, or equipment furnished in connection with such

work or operations. General liability coverage can be provided in the form of an endorsement to GH's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

- 2) Primary Coverage: For any claims related to this contract, GH's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by COUNTY, its officers, officials, employees, or volunteers shall be excess of GH insurance and shall not contribute with it.
- 3) Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to COUNTY.
- 4) Waiver of Subrogation: GH hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said GH may acquire against COUNTY by virtue of the payment of any loss under such insurance. GH agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not COUNTY has received a waiver of subrogation endorsement from the insurer.
- 5) Self-Insured Retentions: Self-insured retentions must be declared to and approved by COUNTY. COUNTY may require GH to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY.
- 6) Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Entity.
- 7) Verification of Coverage: GH shall furnish COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive GH's obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **XIV. HOLD HARMLESS**

To the fullest extent permitted by law, GH shall hold harmless, defend at its own expense, and indemnify COUNTY its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all acts or omissions of contractor or its officers, agents, or employees in rendering services under this contract; excluding, however, such liability, claims, losses, damages, or expenses arising from COUNTY'S sole negligence or willful acts.

**XV. EMPLOYEE SOLICITATION**

During the period of this contract, and for a period of one (1) year thereafter, GH agrees not to solicit for employment or employ any COUNTY employee contacted during the performance of this contract; COUNTY agrees not to solicit for employment, or employ, during the period of this contract, and for a period of one (1) year thereafter, any employee of the GH contacted by the COUNTY during the performance of this contract.

**XVI. PERMITS, LICENSES, CERTIFICATES**

GH, at GH'S sole expense, shall obtain and maintain during the term of this Contract, all permits, licenses, and certificates required in connection with the performance of services under this Contract, including an appropriate business license.

**XVII. ARBITRATION**

GH and COUNTY agree that in the event of any dispute with regard to the provisions of this Contract, the services rendered or the amount of GH'S compensation the dispute shall be submitted to arbitration upon mutual contract of the parties, under such procedures as the parties may agree upon, or, if the parties cannot agree, then under the Rules of the American Arbitration Association.

**XVIII. NOTICES**

All notices to GH shall be personally served or mailed, postage prepaid, to the following address: George Hills Company, 3043 Gold Canal Drive, Suite 200, Rancho Cordova, CA 95670.

All notices to COUNTY shall be personally served or mailed, postage prepaid, to the following address: Mariposa County Administrative Officer, 5100 Bullion Street, 2<sup>nd</sup> Floor, Post Office Box 784, Mariposa, CA 95338.

GH and COUNTY agree that the terms and conditions of this Contract may be reviewed or modified at any time. Any modifications to this Contract, however, shall be effective only when agreed to in writing by both COUNTY and GH.

**XIX. ENTIRE CONTRACT**

GH and COUNTY agree that this Contract constitutes the entire contract of the parties regarding the subject matter described herein and supersedes all prior communications, contracts, and promises, either written or oral.

**XX. TIME OF ESSENCE**


Time is of the essence in respect to all provisions of this Contract that specify a time for performance: provided, however that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

**COUNTY:**

  
\_\_\_\_\_  
John Carrier, Chair  
Mariposa County Board of Supervisors


9-20-16  
\_\_\_\_\_  
Date

**ATTEST:**

  
\_\_\_\_\_  
René La Roche,  
Clerk of the Board


9-20-16  
\_\_\_\_\_  
Date

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Steven W. Dahlem  
County Counsel

9-20-16  
\_\_\_\_\_  
Date

**GEORGE HILLS, INC.:**

  
\_\_\_\_\_  
John E. Chaquica, CEO

9/2/16  
\_\_\_\_\_  
Date

**ATTACHMENT A**  
**MEDICARE, MEDICAID, AND SCHIP EXTENSION ACT OF 2007 (MMSEA)**

This law requires liability insurers, self-insurers, no fault insurers and workers' compensation insurers to report certain information to The Centers for Medicare and Medicaid Services (CMS) concerning Medicare beneficiaries. The penalty for failure to comply is \$1,000 per day, per claimant.

George Hills Company, Inc. (GH) has contracted with ExamWorks for Mandatory Insurer Reporting (MIR) for COUNTY. ExamWorks shall represent COUNTY and GH to this existing contract and this addendum, and will be the designated reporting agent. GH will be responsible for gathering and reporting accurate claims data required by MMSEA to ExamWorks in a timely manner. GH agrees to assume the responsibility for reporting data to ExamWorks to meet all reporting requirements in accordance with MMSEA, on behalf of the RRE; including assuming responsibility for any fines or penalties that are directly caused by GH's non-compliance. GH further agrees to indemnify and hold-harmless, RRE, and staff, for any penalties or fines resulting from GH's direct failure to timely and accurately provide the reporting data to ExamWorks. The above-mentioned obligations to indemnify and hold-harmless shall not be applicable to matters relating to delays caused by RRE or other third parties, or inaccurate data supplied to GH by RRE or other third parties.

By contract with GH, ExamWorks will indemnify and hold GH harmless from and against any claim, damage, fine, loss and expense, arising in connection with, or as a result of, any error, omission, or negligent performance of its obligations as reporting agent, which indemnity will include all reasonable costs of litigation and attorneys' fees incurred. Without in any way limiting the indemnity set forth in this Contract, all work performed by ExamWorks will be done in a good and professional manner.

GH shall perform the necessary data gathering for RRE and ExamWorks; as such GH shall include in our monthly invoicing the time for such work at our contract hourly rate.

ExamWorks will perform the MMSEA Mandatory Insurer Reporting function for GH, and its RREs, without charge, subject to the following. RRE will designate ExamWorks, unless otherwise requested, as its exclusive vendor for all of RRE's "Qualified Referrals" (those claims determined to require Medicare Set Aside (MSA) or a Claim Settlement Allocation (CSA) and RRE will utilize other ExamWorks services related to Medicare Secondary Payer (MSP) compliance identified in their fee schedule.

**ATTACHMENT B  
TIME LINE FOR RECORD RETENTION**

Claim Files with TPA	7 years after date closed
	GH shall scan and delete all files in accordance with the timeline stated in Attachment C.
Claims Involving Minors	3 years from age 18 or 7 years from closure whichever is longer
Litigated Claims Files	5 years after litigation is concluded
Formal Notice of Liability Claim	Closed + 2 years unless litigated
General Correspondence	3 years
Incident Reports	Closed + 2 years unless litigated
Investigative Files and Tapes	7 years
Loss Runs	Current year end report + 7 years