

For Information Only

SWEDISH CLUB CLAIMS LEAD CLAUSE - 1992 - 01 - 01 A4 (Sweden)

The Swedish Club shall have claims lead.

The Swedish Club as leading underwriter have the right, in all respects, to decide in any respect of any claim made under this Policy, including but not limited to any decisions, agreements, payments, settlements, claims, surveys, guarantees, towage, salvage, payment on account and claim settlement.

The Swedish Club has the right to set off against any sums due to the Assured, unpaid co-insurers' or other underwriters' share or shares of sum advanced, if any, to the Assured by The Club.

Should The Club in its own discretion decide to make ex-gratia payments to the Assured, the Club may limit such payment to its share of the risk written under this policy and such payment should in no respect be binding for any other Co-insurers or underwriters participating in this risk.

Notwithstanding any of the above, or any condition in this Policy to the contrary, nothing shall affect The Swedish Club's right to limit its liability to the Assured to the proportion of the risk which it has written and the Swedish Club shall in no way be liable to the Assured for any amounts due or agreed to be due but not recovered or recoverable from other underwriters or Co-insurers.