



a Trading Division of  
Swedish Sea & Air Claims AB

## STANDARD TERMS & CONDITIONS

Version 1.1 dated 01-01-2020

### 1. Definitions

1.1 In these Terms the following words and phrases shall have the following meanings:

- a. “**Agreement**” means this master claims handling agreement being an umbrella agreement under which the Company shall provide Services to the Client.
- b. “**Assignment**” means each instruction accepted by the Company.
- c. “**Client**” means the person or party with whom the Company has contracted to provide its Services.
- d. “**Company**” means Swedish Sea & Air Claims AB, and its trading division NORDIC AIRCLAIMS, instructed by or on behalf of the Client.
- e. “**LATOE 2015**” means LMA Aviation Terms of Engagement 2015.
- f. “**Services**” means the claims services supplied by the Company to the Client.
- g. “**Terms**” means these Standard Terms & Conditions.

### 2. Entire agreement

2.1 Unless otherwise agreed, these Terms comprises the entire agreement between the parties.

### 3. Conflict of terms

3.1 In case of conflict between these Terms and LATOE 2015, the latter will prevail. In case of conflict between these Terms and any other terms agreed, these Terms will prevail.

### 4. Scope of the Assignment

4.1 The Company undertakes to handle hull, liability and personal accident claims within all lines of aviation insurance.

### 5. Performance of the Assignment

5.1 The Company undertakes to use competent, appropriately qualified skilled and experienced personnel required to operate a professional claims handling and service.

5.2 The Company will conduct active and correct claims handling in accordance with the service requirements that are set in the industry’s jointly adopted principles for loss adjustment, and hereby

- h. Use all reasonable skill, care and judgment, in an efficient, professional and cost-efficient manner,
- i. Handle all cases promptly and fairly,
- j. Provide reasonable guidance to a claimant to help him or her present the claim, and to provide appropriate information to the claimant on the progress of the claim,
- k. Contribute to a prompt settlement of the claim,



- l. Contact the Insured/Claimant within one (1) business day from confirmation of instruction, and
  - m. Return telephone calls within one (1) business day of receiving the call.
- 5.2 The Company will have and maintain throughout the duration of the Agreement all authorizations, licenses, certificates, permits, approvals and insurance coverages necessary to enable it to perform its services.
  - 5.3 The Company will comply with all laws and regulations relating to its business and which may, directly or indirectly, impact upon the provision of the Services.
  - 5.4 The Company will maintain a record of all complaints, both oral and in writing, received in relation to the Services.
  - 5.5 The Company will without delay notify the Client of any developments which may adversely affect the Company's ability to meet its obligations under the Agreement.
  - 5.6 The Company will without delay notify the Client of any threatened or potential legal action which may have any impact on the Client.
  - 5.7 The Company will without delay notify the Client of any media involvement which may have any impact on the Client.
  - 5.8 When called upon to do so by the Client, render to the Client such assistance as the Client may reasonably require with respect to the handling, processing or investigation of claims and disputes.
  - 5.9 The Client undertakes to provide all reasonable facilities, services, access, complete and accurate information and assistance necessary to enable the Company to provide the Services.
  - 5.10 The Client undertakes to comply with all laws and regulations relating to its business and which may, directly or indirectly, impact upon the provision of the Services,
- 6. Delegated authority**
- 6.1 Under no circumstances may the Company delegate the performance or observance of any of its powers, authorities, duties and discretions imposed upon and granted to them under the terms of the Agreement to any other person or body corporate unless prior written consent has been obtained from the Client.
- 7. Data and information technology**
- 7.1 All claim data held by the Company within computer systems, on paper or otherwise, shall at all times remain the property of the Client unless the parties agree otherwise, and shall be held in trust by the Company.
  - 7.2 The Company undertakes that it shall not use the data otherwise than for the purpose of exercising or performing its rights and obligations under the Agreement.
  - 7.3 The Company acknowledges that personal data and sensitive personal data may be processed during the performance of its services under the Agreement, and the Company undertakes to process such information in accordance with relevant legislation.
- 8. Intellectual property**
- 8.1 The parties acknowledge the intellectual property rights of the other Party. The Parties shall retain all intellectual property rights in all material it provides to the other Party.
  - 8.2 The Parties shall not, unless legally required, during the term of the Agreement or at any time thereafter, display or reproduce any logo, trade mark, service mark or business name of the other Party in any form, unless this has been approved in advance by the other Party in writing.

## 9. Remuneration and payment

- 9.1 In consideration for performance of the Services, the Client will pay to the Company the fees, expenses and other sums payable under this Agreement.
- 9.2 Charges and payments referred to in this Agreement are subject to the addition of VAT, and such other tax or duty at the appropriate rate.
- 9.3 Fees will be charged to the Client on a time basis at the applicable hourly rates.
- 9.4 The Client shall pay each invoice within 30 days of receipt. The Company may charge interest for late payment from the due date to the date of payment at the Referensränta (Base rate) of the Riksbank (Sweden's central bank, [www.riksbank.se/en-gb/](http://www.riksbank.se/en-gb/)) plus 2%.
- 9.5 The Company reserves the right to review and increase the charges on an annual basis and shall inform the Client in writing of any changes.
- 9.6 All time and fee estimates are given in good faith for planning purposes and are not contractually binding.
- 9.7 Interim invoices may be sent by the Company on a quarterly basis. Final invoice will be sent on completion of the Assignment.
- 9.8 The Company may instruct a third party for invoice collection and pass on the costs for such collection to the Client.

## 10. Liability

- 10.1 Nothing in these Terms or any other terms or agreements shall act to limit or exclude either party's liability for death or personal injury caused by its negligence, or for fraud.
- 10.2 Subject to clause 10.1, the Company excludes all liability (whether arising in contract, tort or otherwise) for indirect or consequential losses or damages, for lost or corrupted data, for use of corrupted data, or, lost profits, loss of business, loss of opportunity and for loss or damage to software, which shall be considered as indirect damages.
- 10.3 The Company shall have no liability for any loss or damage caused by the Client's failure to provide accurate, correct and relevant information, instructions or assistance.
- 10.4 The Company shall have no liability for any claim where proceedings are not brought within twelve (12) months of the date when the Client's cause of action arose.
- 10.5 If the Company shall be liable to the Client for any matter considered as direct damages arising out of or in any way relating to these Terms, then (subject to clauses 10.1 to 10.4) the amount of damages recoverable from the Company shall not exceed the aggregate amount of the lesser of £280,000 (Two Hundred and Eighty Thousand Pounds) or ten (10) times the fee amount (excluding disbursements, expenses and taxes) incurred under the relevant Assignment.

## 11. Force Majeure

- 11.1 Neither party shall be liable to the other for any delay or non-performance of its obligations under the Agreement arising from any cause or causes beyond its reasonable control including, without limitation, any of the following: act of God, governmental act, war, fire, flood, explosion or civil commotion.

## 12. Secrecy

- 12.1 A party may not, without the consent of the other party, disclose or in any other way reveal the other party's internal circumstances for a third party, to any extent other than what is required for necessary performance of the Assignment.

### **13. Premature termination of the Agreement**

- 13.1 If either party fails materially in its performance of the Agreement, and rectification is not carried out without delay following an objection, the opposite party is entitled to cancel the Agreement with immediate effect.
- 13.2 A party may also cancel this Agreement with immediate effect if the other party becomes bankrupt, goes into liquidation, suspends payments or in other respects can be regarded as being insolvent, or if the other party is bought by another company.
- 13.3 In the event of premature termination of the Agreement as above, all cases in progress and documents relating thereto shall be presented and handed over to the Client.

### **14. Variation**

- 14.1 Any variation of this Agreement shall not be effective unless made in writing and signed by or on behalf of both parties.

### **15. Partnership or agency**

- 15.1 Nothing in the Agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever, except as specified by the terms of this Agreement.

### **16. Conflict of interest**

- 16.1 The Company must not undertake any work or perform any services for other parties which may conflict with its obligations under the Agreement.
- 16.2 The Company must immediately notify the Client of any matter which may give rise to an actual or potential conflict of interest at any time.

### **17. Disputes**

- 17.1 Any dispute, controversy or claim arising out of or in connection with the Agreement, or the breach, termination or invalidity thereof, shall first be referred to Mediation in accordance with the Mediation Rules of the Arbitration Institute of the Stockholm Chamber of Commerce, unless one of the parties objects.
- 17.2 If one of the parties objects to Mediation or if the Mediation is terminated, the dispute shall be finally resolved in any court of competent jurisdiction.

### **18. Governing law and jurisdiction**

- 18.1 The Agreement shall be governed by and construed in accordance with Swedish law and any legal dispute arising in connection with it is subject to the exclusive jurisdiction of the Swedish courts.

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