**Claim Leader Following Clause**

**08AD2022002190248**

It is understood and agreed that any and all claims arising under this Policy as well as under any and all other Policies against the same perils on a proportion of the interests of the Assured(s) totalling 100% coverage to the Assured(s) (hereinafter called “ALL POLICIES”), shall be handled and adjusted by COSCO SHIPPING CAPTIVE INSURANCE CO., LTD. nominated as Claims Leader.

It is further understood and agreed that insurers hereon and on ALL POLICIES shall follow in all respects:

* Survey, repair arrangements, technical / legal assistance, salvage arrangements, guarantees, legal steps and proceedings, decisions, agreements, settlements, adjustments and / or other claims handling / adjustment arrangements or steps whatsoever made by the Claims Leader.
* Any and all settlements, agreements and / or arrangements which may be arrived at between the Claims Leader and the Assured(s). In the event of any dispute insurers hereon and on ALL POLICIES agree to leave the matter for settlement between the Claims Leader and the Assured(s), sharing with the Claims Leader in any and all expenses incurred by him, and to be bound by and settle according to any outcome which may be arrived at either by way of compromise or by the decision of a court or by arbitration, it being specially understood and agreed that insurers hereon renounce all power of appeal in their own country.

In the event of the Claims Leader having advised other insurers hereon and on ALL POLICIES that he has put up a guarantee or provided security for the liability of the Assured(s) in consequence of a collision, striking and / or salvage, such other insurers must not effect settlement of claims in connection with the liability direct with the Assured(s), and cannot set off against the Claims Leader counterclaims against the Assured(s).

When no Average Adjuster is involved in preparing a Statement of Claim in a particular case, the Claims Leader is entitled to charge 1% of the gross claim amount for a claims handling fee, but not exceeding USD10,000.00 any one case. It is agreed that the insurers hereon and on All Policies shall settle their proportionate share of the fee to the Claims Leader.