

Terms of Use Agreement

This Terms of Use Agreement (“Agreement”) is between you and Assuranceforeningen Skuld (Gjensdig) (“Skuld”) and governs the use of Claims Online (“Platform:OBJ:OBJ”). This Platform permits you to perform a number of functions, including but not limited to submitting a claim instantly online.

By enrolling in Platform and creating an account (“Account”) as an account owner (“Account Owner”) or by accessing the Platform you agree to be bound by this Agreement.

1. Use of the Platform

1. The Login and Password for Platform access will be assigned to Account Owner by Skuld. This will give Account Owner a limited non-exclusive, non-transferrable access to use the Platform for the duration of the Agreement. Skuld reserves the right to alter or eliminate Account Owner's login or password at any time.
2. Account Owner may use the Platform to:
access his/her Accounts, view vessels, financials, claims records, submit declarations, submit claims, request reimbursement under claims for Accounts and perform other authorised transactions and services through the Platform.
3. All rights, title and interest in and to the Platform and content, including all of the pages, links, graphics, text, source code and other programs, routines, and other components of the Platform (whether visible to or discernible to the Account Owner), are and shall remain the intellectual property and copyrighted works of Skuld.
4. Skuld may at any time exercise control over the Platform and/or implement and enforce, without notice, such rules, guidelines and restrictions as Skuld sees fit with respect to the use of and access to the information by Account Owner. Access to Platform may be limited, delayed, or unavailable during periods of peak demand, system upgrades or maintenance, or electronic, communication or system problems, or for other reasons.
5. In no event shall Skuld or its contractors be liable to you for damages of any kind including, but not limited to direct, indirect, consequential, special, incidental, including without limitation, lost profits or damages resulting from lost data or business interruption that may result from your use of the Platform or inability to use the Platform or materials or services provided on the Platform.
6. Skuld assumes no responsibility for the accuracy, completeness or timeliness of the information provided on the Platform.

7. Skuld has a firm commitment to maintain your privacy and protect your data. Our Privacy Notice states our promise to carefully manage information about you and your customers. Please review and accept [Skuld Privacy Notice](#).
8. In the event that you would like to report an issue related to Platform use, including actual or suspected unauthorised use of your login and password, please contact your designated Skuld claims handler or underwriter.

2. Rights and Obligations of the Account Owner

By accepting the terms and conditions of this entire Agreement:

1. You confirm that you have the authority to submit claims information to Skuld under valid policies with Skuld. You further agree you will promptly notify Skuld if such authorisations are ever discontinued or cancelled, and that you will not access this Platform without them.
2. You agree that insurance claims submitted by using this Platform are subject to Skuld's Rules or Terms& Conditions respectively. ~~[[OB]]~~
3. You agree to act in accordance with any and all Skuld's instructions and procedures applicable to you. Skuld has the authority, in our sole and absolute discretion to accept, reject any claims submitted by you. Nothing contained in this Agreement shall require or obligate us to accept any claims submitted by you.
4. You agree that a claim processed by using this Platform may be reviewed by Skuld within 5 (five) years from its submission. If the claim is submitted in breach of this Agreement and/or Skuld's Rules/Terms& Conditions governing the policy, Skuld can demand reimbursement of the sums paid under the claim and the member/insured who was represented by the Account Owner undertakes to reimburse the amounts to Skuld.
5. You acknowledge that, in submitting claims under this Agreement you shall be an independent party: this Agreement is not a contract of and that neither you nor any of your employees are employees of Skuld for any purpose; and nothing contained in this Agreement shall be construed to create a partnership, agency or joint venture between you and Skuld or to authorize you to act as a general or special agent of Skuld in any respect, except as may be specifically set forth in this Agreement. Nothing contained herein shall be construed to require you either to obtain insurance through Skuld or to require Skuld to accept a claim from you.
6. You agree to hold harmless, indemnify, and defend Skuld against all loss, cost and expense, including attorney's fees, related to any claims, judgments or settlements incurred by the other party because of any error, omission, or intentional act of the other or resulting from the use of the Platform in breach of the terms of this Agreement.

7. You also agree not to access or use the Platform in any manner that may damage, disable, unduly burden, or impair any of Skuld's networks or systems, including:

1. attempting to gain unauthorized access to any areas of the Platform, or to interfere or attempt to interfere or gain access to Skuld's networks or systems;
2. attempting to interfere with services provided to any user, host or network, including, without limitation, via means of submitting a virus to the Platform, spamming, crashing, or otherwise;
3. using any robot or spider, or any other automated means to access or use the Platform or any Skuld's networks or systems;
4. interfering with or violating any other Platform visitor's or user's right to privacy or other rights, or harvest or collect personally identifiable information about Platform visitors or users, or about Skuld employees or other individuals identified on the Platform, without their express written consent.
Refusal to abide by this or any other rules may result in termination of your Account and civil or criminal penalties.

8. You are required to provide your e-mail address in order to use the Platform. You agree we may use this e-mail address to correspond with you regarding the Platform and to send other communications to you.

9. You agree that you will not share your password(s), Account information, or access to the Platform with any parties. You are responsible for maintaining the confidentiality of your password and Account Information, and you are responsible for all activities that occur using your password or Account and/or as a result of your use or access to the Platform.

10. You may not assign, sublicense or otherwise transfer your rights or obligations in whole or in part under this Agreement to anyone else.

11. You will not use or allow any third party to use, the information on the Platform or access to the Platform for any unlawful, tortious or malicious activity.

12. You shall furnish and maintain, at your sole cost and expense, all equipment, including terminals, personal computers, peripherals, modems, printers, hardware and software used by it to connect to or gain access to the Platform. You assume all risk of loss or damage to all such equipment or property.

3. Cancellation

1. At any time, Skuld may, in its sole discretion, chose to terminate your Account or limit your access to the Platform.

2. You may delete your Account and thus terminate your access to the Platform with immediate effect by sending notice to the contact details indicated in p.1.8 above. Active claims submitted by the Account Owner prior to such termination will remain in full effect until the policy is terminated/ceases.

4. Law and Jurisdiction

This Agreement shall be governed by Norwegian law. Any dispute which has arisen or may arise out of, or in connection with, this Agreement shall be subject to the jurisdiction of the Norwegian courts.

