Clause for Tugs

For tugs insured in accordance with the rules of the version of the Nordic Marine Insurance Plan of 2013 in force at any time (the Plan).

Instead of Clause 13-1 of the Plan, the following shall apply: The insurer is liable for liability imposed on the assured for loss which is a result of collision or striking by the insured tug, its accessories, equipment or cargo. The insurer is also liable for liability arising while the insured tug is engaged in towing, or caused by the towage.

The insurer is furthermore not liable for:

(a) liability for personal injury or loss of life,
(b) other loss suffered by passengers or crew on the insured tug or the tow,
(c) liability for damage to or loss of cargo, other effects on board the insured tug or the tow, or equipment which the tug or the tow uses,
(d) liability to charterers or others who have an interest in the insured tug or the tow,
(e) liability for pollution damage and damage resulting from fire or explosion caused by oil or other liquid or volatile substances, contamination damage caused by radioactive substances and damage to coral reefs and other environmental damage. However, if the insured tug has collided with another ship, liability for such damage to the other ship with equipment and cargo is covered,
(f) liability for loss caused by cargo or bunkers on board the insured tug or the tow,
(g) liability for loss caused by the insured tug’s or the tow’s use of anchor, mooring and towing gear, loading and discharging appliances, gangways and the like, and liability for damage to or loss of these objects on board the insured tug,
(h) liability for removal of the wreck of the insured tug or the tow and for obstructions to traffic created by the insured tug or the tow,
(i) refund of amounts which a third party has paid by way of compensation for loss as mentioned under letters (a) to (h) above.

Clause 4-16 of the Plan shall not apply to the tow, unless this is a ship.