

The Nordic Association of Marine Insurers (Cefor)



**Norwegian  
Marine Insurance Conditions**

relating to

**Commercial Vessels less than 15 Metres long**

**Cefor Form No. 280**

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This is a translation of the original Norwegian Text. In case of conflict, the latter shall prevail.

## **NORWEGIAN MARINE INSURANCE CONDITIONS RELATING TO COMMERCIAL VESSELS LESS THAN 15 METRES LONG**

Unless otherwise provided in these conditions or the policy, this insurance is subject to the Insurance Contracts Act of 16 June 1989 No. 69, (hereinafter referred to as ICA), sections 11 to 8-6 including Part 5 (sections 20-1 to 23-1) and Part 6 (sections 24-1 to 24-5).

### **Part A GENERAL CLAUSES**

#### **Chapter I. Introductory provisions - duty of disclosure etc.**

##### **Clause I-1 Definitions**

For the purpose of these conditions:

1. **Loss** means pecuniary loss, including total loss, damage, charges and liability.
2. **Damage** means physical damage that does not constitute total loss.
3. **Insurable value** means the actual value of the subject matter insured at the time the damage occurred (the market value).
4. **The assured** means the subject according to the insurance contract entitled to compensation or the sum insured. The assured according to a liability insurance is the subject whose liability is covered.
5. **Safety regulation** means a clause in the insurance contract requiring;
  - 1) the assured to provide specific devices or take specific steps aimed at preventing or limiting damage,
  - 2) the assured or others to have specific qualifications or certificates as a condition for using, storing or maintaining the subject matter insured,
  - 3) the assured or others to proceed in a specific manner when using, storing or maintaining the subject matter insured.

##### **Clause I-2 Interests comprised by the insurance**

This insurance shall inure to the benefit of the subject or subjects named in the policy. A mortgagee or other rights holder is not co-insured unless it is explicitly named in the policy and has agreed to be jointly and severally liable for the insurance premium due during the period of insurance.

However, a co-insured mortgagee or other rights holder does not have any greater legal right in respect of the insurer than the person effecting the insurance, the assured, or the owner.

**Clause I-3 Identification**

An act or an omission by the charterer, the master or crew acting on behalf of the person effecting the insurance or the assured shall be regarded as the person effecting the insurance's or the assured's own act or omission.

**Clause I-4 Change of ownership**

This insurance shall terminate in the event of a change of ownership in the insured object, when the controlling shares or when 50% or more of the shares in the company owning the insured object, change ownership.

The insurer is, however, still liable for incidents occurring within 14 days after the change in ownership unless the new owner has arranged insurance. (Ref FAL § 7-2).

**Clause I-5 The duty of disclosure of the person effecting the insurance**

The person effecting the insurance shall, at the conclusion of the insurance contract or in the event of renewal, provide the insurer with comprehensive and correct information about the subject matter to be insured and special circumstances, which the person effecting the insurance must understand have a substantial bearing on the insurer's assessment of the risk. The person effecting the insurance shall also reply fully and correctly to the insurer's inquiries.

Should the person effecting the insurance at any time after the conclusion of the insurance contract become aware that **it** has provided incorrect or incomplete information concerning the risk, **the person effecting the insurance** shall without undue delay inform the insurer of this.

The person effecting the insurance shall without undue delay notify the insurer in writing:

- a) of the selling price when a contract for the transfer of the vessel is entered into,
- b) the subsidy amount when an offer of a public subsidy to break up the vessel is accepted,
- c) any changes in conditions prescribed by public authorities relating to the vessel's fishing rights.

The insurer may demand documentation,

- d) any changes in conditions prescribed by public authorities relating to the vessel's vessel instructions.

**Clause I-6 Duty of disclosure of a third party**

If the insurance comprises the interest of a third party, and if the third party knows that the insurance has been or will be effected, the third party shall have the same duty of disclosure as the person effecting the insurance, cf. Clause I-5.

**Clause I-7 The period of liability**

Unless otherwise provided by law or by agreement, the liability of the insurer shall commence when the person effecting the insurance or the insurer has accepted the conditions stipulated by the other party.

If the insurer has sent written acceptance to the person effecting the insurance, the liability of the insurer commences at 00:00 hours on the day when acceptance was sent, provided the request for insurance reached the insurer not later than the previous day.

If the person effecting the insurance has sent a written request for a specific insurance, and it is clear that the request would have been met straight away by the insurer, the insurer shall already be liable for insurance events occurring after it received the request.

If the insurance is to attach on a specific date with no indication of the hour, liability commences at 00:00 hours. When an insurance is effective until a specific date with no indication of the hour, liability ceases at 23:59:59 hours.

### **Clause 1-8 Automatic renewal**

If the insurance applies for a specific period of time of one or more years, the insurance will automatically be renewed for one year upon expiry of the period of insurance, unless the person effecting the insurance or the insurer gives notice that the insurance is not to be renewed pursuant to the provisions of Sections 3-4 and 3-5 of the Insurance Contracts Act.

If it has been explicitly agreed that the insurance is to terminate when the period of insurance expires, the first paragraph regarding automatic renewal shall not apply.

## **Chapter 2. Scope of the insurance - alteration of risk**

### **Clause 2-1 Scope of the insurance - risks covered**

Subject to the exclusions stated below, this insurance covers loss arising in direct connection with the use of the subject matter insured when this suddenly and unexpectedly is subject to a risk during the period of insurance.

Where the vessel, at the commencement or on the expiry of an insurance, has a defect or damage which at such time is unknown, such defect or damage is, in so far as it gives rise to a new casualty, to be regarded as a risk to which the vessel was subject when the casualty occurred, or at the earlier date at which the defect or damage became known.

This insurance shall not cover loss or damage caused by:

1. Insolvency.
2. Delay.
3. Strikes, lockout, sabotage, acts of terrorism, riots and civil unrest.
4. Piracy and mutiny.
5. War or war-like conditions (except military and naval manoeuvres in time of peace).
6. Capture at sea, confiscation, requisition for title or use, and other similar measures taken by alien state authorities. The term "alien state authorities" means authorities of states



with which Norway is not allied, and persons and organizations who unlawfully purport to be exercising public or supranational authority.

7. Measures taken by Norwegian or allied state authorities. The term "state authorities" means persons or organizations exercising public or supranational authority.
8. The subject matter insured being used for unlawful purposes or to promote unlawful purposes.
9. Release of nuclear energy.
10. Chemical, biological, biochemical or electromagnetic weapons.

### **Clause 2-2 Main rule relating to the burden of proof**

The assured has the burden of proving that it has suffered a loss of the kind covered by the insurance and of proving the extent of the loss.

The insurer has the burden of proving that the loss has been caused by a risk that is not covered by the insurance, unless other provisions provide to the contrary.

The assured has the burden of proving that the loss has not been caused by the release of nuclear energy or chemical, biological, biochemical or electromagnetic weapons, cf. Clause 21, sub-clause 3, nos. 9 and 10.

### **Clause 2-3 Combination of risks**

If the loss has been caused by a combination of several different risks, and one or more of these risks are not covered by this insurance, the loss shall be apportioned proportionally among the various risks according to the influence which each of them must be assumed to have had on the occurrence and extent of the loss, and the insurer shall only be liable for that part of the loss which is attributable to the risks covered by this insurance.

If the release of nuclear energy or chemical, biological, biochemical or electromagnetic weapons, cf. Clause 2-1, sub-clause 3, nos. 9 and 10, have contributed to a loss, the entire loss shall be attributed to that risk.

### **Clause 2-4 Alteration of the risk**

The insurer shall be wholly or partly without liability for loss caused by the subject matter insured being used outside the trading area or for a purpose other than that stipulated in the policy or the vessel instructions, or the vessel's certificate if applicable, if the assured was aware or ought to have been aware of the facts. The same shall apply if the vessel does not have valid certificates.

### **Clause 2-5 The vessel's boats, fishing gear or catch being outside the vessel**

Notwithstanding the provisions in Clause 6-4 and Clause 6-5, Chapters 15 and 18, and these Conditions in general, the insurer shall in no case compensate loss of or damage to the insured vessel's boats, fishing gear or catch, if the loss or damage occurs while these objects are outside the vessel. This shall apply without regard to whether the vessel, the dories, the fishing gear or the catch are owned by different parties.

**Clause 2-6 Vessel carriage**

Unless by special agreement, the insurance does not cover carriage of the vessel except **short** carriage to and from winter lay-up.

**Clause 2-7 Trading area**

The trading area comprises waters extending 50 nautical miles from the baseline of Norway, Denmark, Sweden and Finland, unless otherwise stated in the policy or the vessel instructions, alternatively the trading certificate if applicable.

If the vessel exceeds the trading area it shall be deemed as an alteration of the risk, cf. Clause 2-4.

**Clause 2-8 Sanction limitation and exclusion**

*This Clause shall be paramount and shall override any other clauses inconsistent therewith.*

No insurer shall be deemed to provide cover and no insurer shall be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit may expose that insurer or its reinsurers to any sanction whether primary or secondary, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America or any State where the insurer or its reinsurers have their registered office or permanent place of business.

In the event of the subject-matter insured having been engaged or engaging in any activity whatsoever that may expose the insurer or its reinsurers to any sanction whether primary or secondary, prohibition, restriction, law or regulation as described in sub-clause 1 above, the insurer shall be entitled to terminate the insurance by giving 14 days' notice. Termination also applies to the rights of the mortgagee, but the insurer shall immediately notify the mortgagee of the termination.

**Chapter 3. Insurance incident caused by the assured****Clause 3-1 Insurance incident caused by the assured**

The insurer shall not be liable if the assured has intentionally caused an insurance incident. Where the assured, under an insurance other than liability insurance, has caused an insurance incident by gross negligence, the insurer's liability may be reduced or disclaimed. In deciding the extent of liability importance shall be attached to the degree of blame, the sequence of events leading to the loss, whether the assured was in a state of self-inflicted intoxication, whether the act or omission was committed by a professional, whether the act or omission was motivated by financial considerations, or other circumstances present.

## **Chapter 4. Safety regulations - the duty of the assured to avert or minimise loss**

### **Clause 4-1 The consequence of infringing safety regulations**

Where infringement of safety regulations results in loss, compensation may be reduced or lapse, unless the infringement occurred in the act of saving human life.

### **Clause 4-2 Vessels at quay or laid up**

It is the assured's duty to secure the vessel and all large or valuable equipment, and provide daily supervision of the vessel and its moorings. The vessel shall be locked up. Furthermore, the vessel's outfit, equipment, catch or cargo must be locked up, or locked or bolted to the vessel in such a way that they can only be removed by means of tools.

A battery charger for the vessel's batteries for propulsion and operation must be fixed, CE marked and approved for applicable use, as well as installed and connected by authorised service personnel. It is not permitted to use a non-fixed battery charger for charging the vessel's batteries, as long as the batteries are on board the vessel.

When a vessel is laid up, the following precautions shall be taken:

1. If the official weather service for the area forecasts strong winds and wave heights that may place the vessel at unusual risk, the vessel shall be manned for maritime operations, if conditions permit.
2. The vessel shall always be well moored in relation to anticipated weather, currents and the nature of the harbour.
3. The vessel shall be placed under the supervision of a person who goes on board at least once a day.

### **Clause 4-3 Sea inlet valves**

All sea inlet valves shall be closed when the vessel is not in operation and/or is unmanned.

### **Clause 4-4 Towage**

The vessel may only perform towage if it is built and equipped with sufficient stability, engine power, equipment, and authorised by the relevant authority to perform such towage.

Towage is in any event not permitted without the insurer's prior consent.

Unless otherwise specified by the insurer, the latest version of the Norwegian Maritime Authority's "guidelines on towage" dated 17.11.2016 shall apply, cf. Appendix C (in Norwegian only).

**Clause 4-5 Calling structures for keeping of live fish (aqua farm/storage place/floating enclosures/seines etc.)**

The vessel shall not call any form of structure for keeping live fish unless presented with a work-description with procedures and approved by the owner of such structure. The work description and relevant procedures for calling such a structure must be known to the vessel's crew.

If no such work description or procedures were given to the vessel, the vessel may not call the structure until permission is granted by the person in charge of such structure. Calling such a structure includes the approach, anchoring, work operations, loading and discharging operations, and departure.

**Clause 4-6 Requirements for building and stability**

The vessel shall comply with the requirements set out by the relevant authorities. If these do not apply, the vessel shall comply with the requirements as set out in the latest version of the Nordic Boat Standard for commercial vessels less than 15 metres long.

The same applies in case the vessel is converted, structures are added, repairs are carried out or cranes or the like are installed.

**Clause 4-7 Ice forcing prohibited**

The vessel shall not force ice, unless the vessel has appropriate ice-class or a certificate by the relevant authority. Sailing in ice broken up in a lane of water for the benefit of general navigation shall not be regarded as ice forcing.

**Clause 4-8 The duty of the assured to keep the vessel fit for secure navigation and have in place a safety management system**

Prior to departure the assured shall make sure that the vessel is fit for secure navigation, and that the vessel's gear and cargo are stowed in such a way as to maintain the vessel's stability. The gear and the cargo must be secured in such a way that it will not shift and make the vessel unstable while under way.

The assured shall ensure that a safety management system which can be documented and verified is established, implemented and developed in the assured's organisation and on the individual vessels in order to identify and control the risk and also to ensure compliance with requirements laid down in a statute or in the actual safety management system. The contents, scope and documentation of the safety management system shall be adapted to the needs of the assured and its activities. The safety management system shall also include the assured's duties as spelt out in paragraphs 3 and 4 below.

The vessel shall be subject to continuous maintenance. The assured shall at least once every six months inspect the vessel thoroughly for rust, wear and tear, corrosion, rot or "rivet sickness". If such defects are discovered, the assured shall repair them without undue delay. The assured shall particularly ensure that the areas around exhaust pipes, cooling water intake

valves and sea inlet valves are free of rust. The same applies to bulkheads and other parts of the vessel that are difficult to access for inspection.

The assured shall write its own report concerning the inspections, specifying the date of inspection, completed maintenance, detected defects and what has been done to repair them. Such reports shall be kept for two years and in the event of damage or loss be presented to the insurer upon demand.

If a leakage occurs while the vessel is afloat, it is the assured who has the burden of proving that the vessel has been kept fit for secure navigation.

#### **Clause 4-9 Carriage of passengers and other persons**

The vessel must not be used for the carriage of passengers without written agreement with the insurer.

Any person with whom the assured has made an agreement to convey by the vessel shall be deemed as a passenger, except these persons the assured contracted with to perform service relating to the vessel.

Where other persons are let onboard the vessel that are not members of the crew or employed in the service of the vessel, the assured shall comply with the orders and specifications given in public regulations.

#### **Clause 4-10 Welding and hot work – special precautions**

Hot work is defined as work involving the use of machinery and equipment that generate sparks and heat which can cause a fire. Hot work comprises the use of open fire, hot air and welding, cutting and/or grinding equipment.

Certification requirement. Persons using machinery and equipment in accordance with the definition of hot work outside of permanent, specially adapted and fire-proof work sites shall have a valid certificate issued by the Norwegian Fire Protection Association or a partner organisation in another Nordic country for the type of work that is to be performed.

The following precautions shall be observed before, during and after the performance of hot work:

- the work site and its immediate surroundings shall be cleared of combustible waste,
- all combustible material at and in the vicinity of the work site shall be removed or protected,
- combustible building parts shall be inspected and protected,
- openings in floors, walls and ceilings shall be sealed,
- approved fire-extinguishing equipment, consisting of at least two 6-kg ABC hand-held extinguishers or a fire hose with a minimum diameter of 3/4 inch with water turned on up to the hose nozzle shall be placed in an easily accessible location at the work site,

- a fire watch shall be present during the work, during breaks and at least one hour after the work has been terminated.

**Clause 4-11 Watch keeping schedule and bridge watch**

The master of the vessel is obliged to ensure that the watch keeping schedule is appropriate to uphold navigational safety. The wheelhouse/bridge or other place of navigating shall always be manned when the vessel is navigating.

**Clause 4-12 Ban on movable fan heaters on board**

Movable fan heaters must under no circumstances be used as a heater on board. Movable fan heaters must neither be fixed to the vessel.

**Clause 4-13 Ban on navigating the vessel under influence of alcohol**

It is prohibited to navigate or attempt to navigate the vessel under the influence of alcohol or other intoxicating or anaesthetic agent.

The navigator of the vessel is always deemed to be intoxicated if the navigator has a larger content of alcohol than 0.2 per thousand or if the navigator has an amount of alcohol in its body that may result in such content of alcohol in its blood, or the content of alcohol in its breath exceeds 0.1 milligrams per litre of air.

**Clause 4-14 The right of the insurer to demand a survey**

The insurer has the right, either itself or by appointing a surveyor, to inspect the subject matter insured at any time during the insurance period. If necessary for the purpose of such inspection, the insurer may demand that the cargo be completely or partially discharged.

If the assured refuses to let the insurer undertake such an inspection, the insurer shall subsequently only be liable to the extent that the assured proves that the loss is not attributable to defects in the subject matter insured which would have been discovered.

If the inspection is not occasioned by an insurance incident, the insurer shall indemnify the assured for its costs as well as for the loss the assured suffers as a result of the inspection, unless a safety regulation proves to have been infringed.

**Clause 4-15 Duty of the assured to avert or minimise loss**

Where loss or damage has occurred or there is an imminent threat that it will occur, the assured shall:

1. Do what the assured can do to avert or minimise the loss. If the insurer gives specific directives, the assured must act in accordance with these, unless the assured must understand that the directives given were based on incorrect or incomplete information concerning the actual situation.
2. Without undue delay notify the insurer of what has happened and keep the insurer informed about further developments. The assured and the master of the vessel must also

notify the insurer of enquiries by public authorities and surveys at which it may be important for the insurer to be represented.

3. Do what is necessary to protect and secure the right to claim against a third party until the insurer **itself** can attend to **its** own interests.

#### **Clause 4-16 Reports concerning accidents and the like to the police and maritime authorities**

The assured shall report serious accidents, total loss or personal injury or other similar incidents, to the nearest maritime authority in accordance with the public regulations pertaining to such accidents.

Damage to the subject matter insured that is caused by fire, theft or vandalism shall be reported to the police.

#### **Clause 4-17 Non-fulfilment of the duties set out in Clause 4-15 and 4-16**

If the assured intentionally or by gross negligence fails to fulfil its duties under Cl. 4-15 and Cl. 4-16, **the assured** shall be liable for the loss the insurer suffers as a result of such failure, cf. Cl. 3-1.

### **Chapter 5. Over- and under-insurance**

#### **Clause 5-1 Over-insurance**

If the sum insured exceeds the insurable value, the insurer shall only compensate the loss up to the insurable value. If the interest is over-insured with fraudulent intent, the insurance contract is not binding on the insurer.

#### **Clause 5-2 Under-insurance**

If the sum insured is lower than the insurable value, the insurer shall only compensate a portion of the loss corresponding to the proportion that the sum insured bears to the insurable value. If a valuation has been set aside in accordance with Section 6-2 of the Insurance Contracts Act, it shall nevertheless be regarded as the insurable value when the rule in this paragraph is applied.

### **Chapter 6. The insurer's liability**

#### **Clause 6-1 Main rule**

The insurer is liable up to the sum insured for loss caused by any one insurance incident, however not for an amount in excess of the insurable value, cf. Clause 1-1, No. 3.

Where a contract for the transfer of the vessel has been entered into, the selling price shall apply if the price is lower than the insurable value in the event of compensation for total loss.

Where an offer of a public subsidy to break up the vessel is accepted, the subsidy amount shall apply.

#### **Clause 6-2 Liability in excess of the sum insured**

Even if the sum insured is exceeded, the insurer is liable for:

1. Loss as mentioned in Cl. 6-4 to Cl. 6-8, and Cl. 8-3.
2. Interest on the compensation in accordance with Cl. 7-3.

#### **Clause 6-3 Right of the insurer to avoid further liability by paying the sum insured**

When an insurance incident has occurred, the insurer may avoid further liability by informing the assured that it will pay the sum insured or the portion of the sum insured, which refers to the objects comprised by the insurance incident. Loss referred to in Cl. 6-4 to Cl. 6-8 and Cl. 8-3 is recoverable in excess of the sum insured, provided that it is attributable to measures implemented before the assured was notified of the insurer's decision. In such case, the insurer has no right to the subject matter insured pursuant to Cl. 8-1.

#### **Clause 6-4 Measures to avert or minimise loss**

The insurer shall compensate the assured for costs incurred by the assured to avert or minimise loss in accordance with section 6-4 of the Insurance Contracts Act. Loss arising through measures taken to save the vessel and its cargo from a common peril is, however, not covered pursuant to the present provision.

#### **Clause 6-5 General average**

The hull insurer is liable for any general average contribution apportioned on the subject matter insured, provided the general average act was carried out with regard to perils covered by the insurance. The contribution is recoverable in accordance with a general average adjustment, duly drawn up according to applicable rules of law or such terms of contract as must be considered customary in the trade in question. The contribution is recoverable in accordance with the adjustment, even if the contributory value exceeds the insurable value of the subject matter insured. If the assured, as a result of a breach of the contract of affreightment, is precluded from claiming contributions from the other participants in the general average, the liability insurer shall cover the amount which, according to the rules of general average, falls on the subject matter insured.

#### **Clause 6-6 Costs of providing security and the like**

If the assured, as a result of an insurance incident, has had to raise funds or provide security, **the assured** may claim a refund from the insurer for reasonable expenses so incurred.



**Clause 6-7 Costs of litigation**

If a claim is made against the assured in respect of liability covered by the insurance, or if the assured makes a claim against a third party for damages in connection with a loss covered by the insurance, the insurer shall be liable for the costs incurred, provided that the steps taken are approved by the insurer or must be considered justifiable.

**Clause 6-8 Costs in connection with the settlement of claims**

If the insurer is liable for the loss, **the insurer** shall also pay the necessary costs of establishing the loss and calculating the compensation. If the assured has reasonable grounds for employing an independent surveyor, the insurer is liable for necessary expenses in this connection, limited up to the amount that would be paid to the insurer's surveyor, cf. Cl. 13-1.

**Clause 6-9 Costs in connection with measures relating to several interests**

If costs mentioned in Cl. 6-4 to Cl. 6-8 have been incurred in connection with measures relating to several interests, the insurer is only liable for that proportion of the costs which may reasonably be attributed to the interest insured.

## Chapter 7. Settlement of claims

**Clause 7-1 The assured's duty of disclosure**

When claims are to be settled, the assured shall provide the insurer with such information and documents as are available to the assured and are required by the insurer for the purpose of calculating the insurer's liability and settling the claim.

**Clause 7-2 Fraud**

If, in a claims settlement, the assured intentionally gives incorrect or incomplete details which the assured knows or is bound to understand will result in the assured being paid compensation to which the assured is not entitled, the assured forfeits any and all claims for compensation against the insurer under this and any other insurance contract in connection with one and the same event.

**Clause 7-3 Interest on the compensation**

The assured is entitled to interest on the outstanding claims amount when two months have passed since notification of the insurance incident was sent to the insurer. Where the insurer is liable for reimbursing an amount paid by the assured, the duty to pay interest commences two months after the amount was paid, at the earliest. Where the insurer is liable for compensating loss of income or loss of time incurred by the assured, the duty to pay interest does not commence until one month after expiry of the period for which the insurer is liable.

Failure by the assured to give details or furnish documents as stated in Cl. 7-1 will entail that the assured shall not be able to claim interest for any time lost as a result. This also applies if the assured unlawfully rejects full or partial settlement. The duty to pay interest shall also cease when the insurer deposits the amount of the compensation with a bank in accordance with Section 7-4, second paragraph, final sentence of the Insurance Contracts Act.

The interest is otherwise subject to Section 2, second paragraph, and Section 3 of the Act of 17 December 1976 No. 100 relating to Interest on Overdue Payments etc. Interest on interest shall not accrue.

## **Chapter 8. The right of the insurer to take over the subject matter insured**

### **Clause 8-1 The right of the insurer to take over the subject matter insured upon payment of compensation**

Upon payment of compensation for total loss, the insurer is subrogated to the assured's rights in the subject matter insured unless the insurer waives this right no later than at the time of payment.

In the event of under-insurance (Cl. 5-2), the insurer is subrogated to an equivalent part of the subject matter insured. The assured shall furnish the insurer with title to the subject matter insured and hand over all documents that are material to the insurer as owner. Costs incurred in this connection shall be borne by the insurer.

Upon payment of compensation for damage, the insurer is subrogated to the assured's rights in such parts of the subject matter insured as it has indemnified.

### **Clause 8-2 Charges on the subject matter insured after it has been taken over**

Where there is a charge on the subject matter insured in respect of liability not covered by the insurance, the assured shall indemnify the insurer to the extent thereof. If the assured, for the purpose of limiting its liability to third parties, has to abandon the vessel, this may be done irrespective of the insurer's rights under Cl. 8-1.

### **Clause 8-3 Preservation of the subject matter insured when it has been taken over**

The insurer is liable for the costs of necessary measures to preserve the subject matter insured that are incurred after an insurance incident that entitles the assured to compensation for total loss. The assured shall also implement such measures after the subject matter insured has been taken over by the insurer if the latter is unable to protect its own interests.

## Chapter 9. Claims for damages against third parties (subrogation)

### Clause 9-1 The insurer's right of subrogation to claims by the assured for damages against third parties

If the assured has a claim against a third party for compensation of a loss, the insurer is, upon payment of compensation to the assured for the loss, subrogated to the rights of the assured against the third party concerned. If the insurer is only partly liable for the loss, the claim for damages shall be divided proportionately between the insurer and the assured. The same applies if compensation for the full loss would have been a higher amount if paid by a third party than by the insurer, but the third party is only liable for part of the loss, or the entire amount of loss is not recoverable. If the insurer's claim produces a higher net amount than **the insurer** has paid to the assured with the addition of interest, the excess amount shall accrue to the assured subject to a deduction for expenses incurred by the insurer.

### Clause 9-2 Waiver of claim for damages

The insurer's liability shall be reduced by an amount equal to that which **the insurer** is prevented from collecting because the assured has waived **its** right to claim damages from a third party, unless the waiver may be considered customary in the trade in question.

### Clause 9-3 Duty of the assured to provide particulars and documents

The assured shall, when so requested, provide the insurer with any information and documents available to **the assured**, which are of relevance for the pursuit of the insurer's claim. The insurer also has the right to familiarise **itself** with all documents and other evidence before **the insurer** takes over the claim. In the event of litigation between the assured and a third party, the insurer is entitled to be represented by **its** own legal representative.

## Chapter 10. Cancellation – refund of premium - venue

### Clause 10-1 Cancellation

During the insurance period, the person effecting the insurance is entitled to cancel an existing insurance if the need for cover ceases to exist or there are other specific reasons or for the purpose of transferring the insurance to another insurer. The person effecting the insurance shall notify the insurer by giving at least one month's notice. In the event of a transfer, the person effecting the insurance shall advise which insurer the insurance is to be transferred to and the transfer date.

**The insurer** is entitled to cancel the insurance:

1. *With immediate effect* where the person effecting the insurance fraudulently gives the insurer incorrect or incomplete details on any particular matter of significance to the risk.

On the basis of such fraud, **the insurer** may with immediate effect cancel any other insurance contract entered into with the person effecting the insurance.

2. *By giving one week's notice* where the assured in a claims settlement intentionally gives incorrect or incomplete details which the assured must understand may result in the assured being paid a compensation to which it is not entitled. On this basis the insurer may cancel any other insurance contract entered into with the assured by giving one week's notice.
3. *By giving fourteen days' notice* where the insurer becomes aware that the details received concerning the risk are incorrect or incomplete on any particular matter of significance.
4. *By giving two months' notice* where
  - a) the assured intentionally or by gross negligence has caused an insurance incident,
  - b) a safety regulation of material significance has intentionally or by gross negligence been infringed by the assured or by anyone acting on behalf of the assured whose duty it is to comply with the regulation or to ensure that it is complied with,
  - c) the vessel due to weakening, unfortunate design or similar conditions is deemed not to be fit for secure navigation,
  - d) the vessel is no longer fit for secure navigation due to damage or other similar conditions and the assured does not effect repair without undue delay.

#### **Clause 10-2 Refund of premium in the event of termination of the insurance**

Where the insurance terminates during the period of insurance, excess premium for the remaining period shall be refunded as stipulated in the policy.

Where **the insurer** pays compensation for total loss or pays the sum insured pursuant to Cl. 6-3, the insurer is entitled to the entire agreed premium.

#### **Clause 10-3 Venue**

Where a dispute concerning the insurance is not resolved, legal proceedings shall be instituted at the venue of the insurer's head office.

## B. HULL INSURANCE

### Chapter II. Subject matters covered by the insurance

#### Clause II-1 Scope of the insurance

The insurance includes:

1. The vessel as well as equipment on board which belongs to the owner or which the owner has borrowed, leased or purchased with a vendor's lien, and spare parts on board for the vessel or its equipment.
2. Parts of the vessel, equipment and spare parts which are temporarily removed from the vessel in connection with the running of the vessel or on account of repairs, conversion or similar work, provided that the objects are to be brought on board again before sailing.
3. Fixed mechanical equipment which is covered by the hull insurance and temporarily stored ashore during alternate use of the vessel. The equipment is covered against loss caused by fire or burglary while the equipment is stored ashore, provided the assured, before the vessel leaves port, has notified the insurer of what equipment has been brought ashore, its value and where it is stored. Claims shall be settled according to the provisions governing damage to the vessel. Should the vessel suffer a total loss, the value of the stored equipment shall be deducted from compensation for total loss.
4. Bunkers and lubrication oil on board.

#### Clause II-2 Not covered by the insurance

The insurance does not include catch, supplies, engine and deck accessories and other articles intended for consumption, boats and equipment used for hunting or fishing and loose objects exclusively intended for securing or protecting the cargo.

#### Clause II-3 Collision liability

Unless otherwise agreed the insurance covers collision liability as stated in Chapter 15.

#### Clause II-4 Limited cover of damage to the machinery

The insurer is only liable for damage to:

- a) machinery with accessories,
- b) plant machinery used for preparing or processing catch, etc. and power blocks,
- c) seine winch, line hauler, trawl winch or other hauling device for fishing gear, fish pumps, etc.,
- d) pipelines and electric cables outside the machinery, and
- e) electronic equipment

if the damage is a result of collision, striking, an earthquake, lightning, an explosion, unless originating in spaces containing machinery or battery packs, fire, vandalism or burglary through forced entry, or the vessel having sunk or capsized, or the vessel having been filled with water as a result of a breach of a hose or a pipe onboard the vessel provided the breach was not caused by corrosion. Damage to electronic equipment caused by heavy weather shall, however, be recoverable when such damage has occurred to hull and superstructure in connection with the same casualty.

- Cf. commentary in Appendix B.

## **Chapter 12. Scope of the insurer's duty to compensate**

### **Clause 12-1 Total loss**

The insurer is liable for total loss. There is a total loss when:

- a) the vessel is lost without there being any prospect of it being recovered or if the vessel is so badly damaged that it technically cannot be repaired;
- b) the vessel qualifies for condemnation.

The vessel qualifies for condemnation when the casualty damage is so extensive that the cost of repairing the vessel will exceed 90% of the insurable value. The value of fixed equipment stored ashore, cf. Cl. 11-1 no. 3, shall not be included in the insurable value in this calculation. Casualty damage shall be deemed to include only such damage as has occurred and been reported to the insurer during the insurance period as stated in the policy. Only such costs of repair, which are incurred after the request for condemnation has been submitted, shall be included in the calculation. Salvage, compensation for depreciation in value or removal costs shall not be taken into account. Both the assured and the insurer may request condemnation.

When it comes to assessment and potential survey, Cl. 13-1, sub-clauses 1 and 2, shall apply correspondingly.

### **Clause 12-2 Damage to the vessel**

If the vessel has been damaged without the rules relating to total loss being applicable, the insurer is liable for the costs of repairing the damage so as to restore the vessel to the condition it was in prior to the occurrence of the damage. The insurer's liability arises as and when the repair costs are incurred.

If complete repairs of the damage are impossible, but the vessel meets technical and operational safety requirements and may be made fit for its intended use by less extensive repairs, the insurer is, in addition to the repair costs, liable for the depreciation in value. If complete repairs of the damage will result in unreasonable costs, the insurer may demand that its liability be limited to the costs of the less extensive repairs, plus the depreciation in value.

**Clause 12-3 Not covered by the insurer's liability**

The insurer is not liable for:

1. Corrosion.
2. Any damage attributable to overheating of the engine or components belonging to the engine.
3. Damage which is the result of striking against or contact with ice, unless the vessel is built with steel plates or aluminium plates which in terms of thickness and composition meet the standards set in the Nordic Boat Standard 1990 for commercial vessels less than 15 metres long, Section Y24, subsections 4 and 5 and Section Y28, subsection 4.3, or reinforced by proper ice protection plates. Damage to the ice protection plates is not recoverable.
4. Crew's wages and maintenance and other direct expenses connected with the running of the vessel during the period of repair, unless this is specially agreed.
5. Expenses relating to shifting, storing and removal of cargo.
6. Accommodation of passengers.
7. Bottom painting and caulking of hull and deck except on recoverable repaired damage.
8. Loss of objects intended for mooring, towing and the like and loss of tarpaulins unless the loss is caused by crashing, striking, collision, fire or theft.
9. Costs of repairing keel bight or damage caused by keel bight. The same applies to depreciation in value as a result of repairs not being carried out.
10. Dinghies and dories which are covered by the vessel's hull insurance which suffer loss or damage while hanging outside the vessel in launch position or being towed while the vessel is underway, or are not onboard the vessel.
11. Damage to sails, masts or booms unless the damage is caused by a break in a mast or boom as a result of a sudden and unforeseen external force.

**Clause 12-4 Unrepaired damage**

Compensation for unrepaired damage may be paid if the vessel is sold or disposed of by enforced auction.

Compensation is calculated on the basis of the estimated costs of repairs, but is limited to the reduction in the proceeds of sale or enforced auction attributable to the damage. These rules apply also if the vessel is relinquished to a Norwegian creditor (abandonment).

**Clause 12-5 Reduction in value**

Where the vessel cannot be restored to its original standard by repairs, but can otherwise be made fit for secure navigation and fit for its intended use, the insurer shall only compensate the depreciation in value that exceeds 10% of the vessel's sum insured or the insurable value if the latter is higher.

## **Chapter 13. Settlement of claims and calculation of compensation**

### **Clause 13-1 Survey of damage**

The insurer may demand that a survey of damage and an assessment of repair costs be carried out at the earliest opportunity.

If the assured disagrees with the content of the survey report and the assessment, the assured may, at its own expense, appoint a representative to carry out a survey and make an assessment.

If there is disagreement between the assured's and the insurer's representatives, the parties may appoint an umpire who shall give a reasoned opinion concerning the questions submitted to the umpire. If the parties cannot agree on the choice of an umpire, the latter shall be appointed by a Norwegian average adjuster. The insurer shall cover the costs of the umpire and the average adjuster.

### **Clause 13-2 Temporary repairs**

If temporary repairs are carried out where full repairs could have been carried out, the insurer shall be liable for costs up to the amount it saves through the postponement of the permanent repairs.

### **Clause 13-3 Costs incurred in expediting repairs**

If the assured, in order to limit its loss of time, expedites repairs by means of extraordinary measures, the insurer shall not be liable for additional expenses incurred in this connection.

### **Clause 13-4 Choice of repair yard – use of certain terms of contract**

The assured decides which yard shall be used, but the insurer's liability for repair costs and the removal is limited to an amount corresponding to the amount that would have been recoverable if the lowest adjusted tender had been accepted.

The assured and the repair yard shall use the latest version of the model contract drawn up by the Norwegian Shipowners' Association and the Federation of Norwegian Manufacturing Industries, dated 2 December 1985, with the following amendments:

1. the amount in Cl. 10 of the contract, which regulates the limit of liability in the event of damage, shall be fixed at the value of the vessel after repairs have been carried out,
2. the amount in Cl. 11 of the contract, which regulates liability for defects, shall be fixed at not less than the cost of the repairs.

The insurer's liability is limited in accordance with the provisions of the model contract. If a lower limit of liability than the limit stated in nos. 1 and 2 is applied, the liability of the insurer shall be reduced by an amount corresponding to the difference between the liability limits stated in nos. 1 and 2 and the liability limits that have been agreed upon in the repair contract actually entered into by the parties.



**Clause 13-5 Deferred repairs**

If repairs have not been carried out within one year after the damage was discovered, the insurer is not liable for any increase in the cost of the work that is later incurred.

**Clause 13-6 Damage relating to a prior insurance incident**

Recoverable damage that can be attributed to a prior insurance incident shall be indemnified by the insurer with whom the vessel was insured when the original insurance incident occurred, cf. Cl. 2-1, second sub-paragraph.

**Clause 13-7 Deductible**

Unless otherwise agreed and stated in the policy, the following shall apply:

For each insurance incident, a deductible of 10% of the amount of compensation shall be deducted, but not less than NOK 10,000 and not more than NOK 100,000.

There shall be no deductible in respect of salvage charges, costs in connection with the claims settlement or a survey carried out after the vessel has gone aground. Heavy weather damage that occurs between two port calls is regarded as one insurance incident.

**Clause 13-8 Special deductions relating to replacement/renewal of complete components in the event of damage to machinery with accessories/electric cables/pipelines (new for old)**

Replacement/renewal of complete components in the event of damage to machinery with accessories/electric cables/pipelines (new for old) is recoverable subject to a deductible stated in the policy.

**Clause 13-9 Special deductions in the event of damage to electronic and electric equipment with accessories (new for old)**

Damage to electronic and electric equipment with accessories (new for old) is recoverable subject to a deductible stated in the policy.

**Clause 13-10 Calculation of special deductions**

Special deductions pursuant to Cl. 13-8 and Cl. 13-9 shall be calculated on the basis of the total expenses incurred in connection with repairs to machinery and equipment. Age pursuant to Cl. 13-8 and Cl. 13-9 shall be calculated from the beginning of the month in which the new, unused machinery/equipment/component was first used until the day on which the damage occurred.

**Clause 13-11 Apportionment of common expenses**

If expenses have been incurred which are common to repair work for which the insurer is liable and work which is not covered by the insurance, these expenses shall be apportioned on the basis of the cost of each class of work. However, common expenses that depend on the length of the period of repairs shall be apportioned on the basis of the time that the

recoverable and non-recoverable work would have required if the two classes of work had been carried out separately.

### **Clause 13-12 Assessment of the insurance value in the event of total loss**

The insurance value is the actual value of the vessel at the time the total loss occurred (the market value) which is the cost for the insurer to acquire on the day of the loss an equivalent or a near equivalent equipped vessel. Where an equivalent vessel is not to be found in the market where the insurance was effected, the replacement value assessed on the basis of what it will cost the insurer on the day of the loss to acquire a near equivalent vessel in the country where the insurance was effected.

## **Chapter 14. Return of premium when the vessel is laid up**

### **Clause 14-1 Return of premium when the vessel is laid up**

There shall be no return of premium if the vessel is laid up unless this is agreed upon and stated in the policy.

## **C. COLLISION LIABILITY INSURANCE**

## **Chapter 15. Liability in the event of collision or striking**

### **Clause 15-1 Scope of the insurer's liability**

**The insurer** is liable for:

Liability imposed on the assured for loss which is a result of collision or striking by the vessel, its accessories, equipment or cargo, or by a tug used by the vessel. In respect of liability for damages arising from any one insurance incident, the insurer is liable up to an amount equivalent to the sum insured under the hull insurance (Part B of these Conditions) or the insurable value, if the latter is lower.

If in one and the same event loss under Cl. 6-4 (measures to avert or minimise loss) and Cl. 6-5 (general average), cf. Cl. 6-9, also occurs, the insurer's total liability shall not exceed the sum insured under hull insurance or the insurable value, if the latter is lower.

- Cf. commentary in Appendix B.

**Clause 15-2 Not covered by the insurer's liability**

**The insurer** is not liable for:

1. Liability arising while the vessel is engaged in towing, or caused by the towage, unless the vessel is insured as a towing vessel or it has been agreed that the vessel is to be able to perform tows or the towage takes place in connection with the saving of life or towage of the fishing team's own vessels.
2. Liability for personal injury or loss of life.
3. Other loss inflicted on passengers or crew on the insured vessel.
4. Liability for damage to or loss of fishing gear or other equipment that has been borrowed, leased, purchased with a vendor's lien or similar encumbrance, and liability for damage to or loss of the vessel with its accessories, equipment, supplies and cargo, or other objects on board the insured vessel.
5. Liability to charterers or others who have an interest in the insured vessel.
6. Liability for loss caused by cargo or bunkers after grounding or striking against ice.
7. Liability for loss caused by the vessel's use of anchor, mooring and towing gear, loading and discharging appliances, gangways, fishing and catch gear, etc., and liability for damage to and loss of these objects.
8. Liability for removal of the wreck of the insured vessel.
9. Liability arising from collision with fishing and catch gear in the sea.
10. Liability between participants in the same fishing team and between pair trawlers.
11. Liability for damage and loss, including loss of fish, which supply boats, etc. that are part of a fish farm or similar structure cause to such structures, regardless of ownership.
12. Liability for damage to or loss of fish or a structure for the keeping of live fish, when the damage or loss occurs in connection with a call at the structure. Calling such a structure includes the approach, anchoring, work operations, loading and discharging operations, and departure.
13. Refund of an amount paid by a third party as compensation for loss as mentioned under nos. 1 to 12.

**Clause 15-3 Collision between a fishing vessel and another type of vessel**

In the event of a collision between a vessel insured as a fishing vessel and another type of vessel, the insurer's liability pursuant to Cl. 15-1 (collision liability) is limited to damage caused to the claimant's vessel or its permanent accessories that are covered by an ordinary hull insurance (Part B of these Conditions).

**Clause 15-4 Deductible**

Unless otherwise agreed and stated in the policy, the following shall apply:

For each insurance incident a deductible of 10% of the liability shall be deducted, but not less than NOK 10,000 and not more than NOK 100,000 and the deductible must be reduced by the deductible that is payable by the assured in connection with the same damage pursuant to Part D, Chapter 16 (Liability Insurance) of these Conditions.

## D. LIABILITY INSURANCE

### Chapter 16. The insurer's liability

#### Clause 16-1 Scope of the insurer's liability

The insurer is liable for:

1. The assured's liability resulting from personal injury or loss of life, as well as liability for salvage awards for the saving of life, and liability resulting from damage to or loss of an object belonging to a third party beyond what is covered by the collision liability insurance (Part C of these Conditions) and liability pursuant to the Act relating to the management of biological, geological and landscape diversity (Nature Diversity Act).
2. The assured's liability for removing the wreck in the event of a shipwreck provided such removal has been ordered by the authorities.
3. Liability and other loss that is caused by such perils as are mentioned in Chapter 2, Cl. 2-1, nos. 3-6, provided Norway at the time does not enter into a war or become involved in a war-like situation.
4. Liability for the crew's social benefits, but limited to the part of the costs that exceeds the amounts that are reimbursed pursuant to the rules for public national insurance schemes.
5. Liability under the Bunkers Convention of 2001.

#### Clause 16-2 Maximum limit of the insurer's liability

The insurer covers liability arising from one and the same event up to the limits stated in the Maritime Code and the Policy.

#### Clause 16-3 Not covered by the insurer's liability

The insurer is not liable for:

1. Liability for injury to or loss of life of passengers, unless the assured and the insurer have entered into a written agreement regarding such liability.
2. Liability for loss that is covered by national insurance benefits, the Act of 16 June 1989 No. 65 relating to Industrial Injury Insurance, benefits from employee or occupational pension schemes and by insurance benefits that are mandatory under a collective wage agreement and that are financed by the employer who is liable to pay compensation, or that would have been covered if such insurance had been in force.
3. Liability for damage to and loss of cargo.
4. Liability for damage to and loss of fishing gear and other equipment that has been borrowed, leased or purchased with a vendor's lien or similar encumbrance, and liability for damage to or loss of the vessel with its accessories, equipment, supplies, or other objects on board the insured vessel.
5. Liability for damage to or loss of bunkers, ship's equipment and supplies that belong to the charterer of the vessel.

6. Liability for damage to or loss of objects which belong to the crew or other persons accompanying the vessel who have their duties on board.
7. Liability for damage or loss, including loss of fish, which supply boats and similar vessels that are part of a fish farm or similar structure cause to such structures, regardless of ownership.
8. Liability for damage to or loss of fish or a structure for the keeping of live fish, when the damage or loss occurs in connection with a call at the structure. Calling such a structure includes the approach, anchoring, work operations, loading and discharging operations, and departure.
9. Liability that is covered, or could have been covered, in accordance with Part C, Chapter 15 (Collision Liability Insurance) of these Conditions.

#### **Clause 16-4 Special provisions for fishing vessels**

1. Where a vessel is operated as a purse seiner, the insurance also covers liability incurred by other vessels operating the same purse seine.
2. The insurer does not cover liability between participants in the same fishing team or between pair trawlers.
3. The insurer covers liability arising during towage of vessels belonging to the same fishing team if the liability is not covered under Part C, Chapter 15 (Collision Liability Insurance) of these Conditions.

### **Chapter 17. Deductible**

#### **Clause 17-1 Deductible**

Unless otherwise agreed and stated in the policy, the following shall apply:

For each insurance incident, a deductible of 10% of the liability shall be deducted, but not less than NOK 10,000 and not more than NOK 100,000. There shall be no deductible on liability pursuant to Cl. 16-1 No. 4. The deductible in respect of collisions of nets, trawls etc. shall not be less than NOK 10,000.

## E. FISHING INSURANCE

### Chapter 18. Scope of the insurance

#### Clause 18-1 Catch

The insurance includes the proven catch which is on board the vessel at any time and freight (landing subsidy) relating to catch reported to a fish sales co-operative and directed to a specific place of discharge.

#### Clause 18-2 Fishing gear and other equipment

The insurance includes fishing gear and other equipment which belong to the assured and are on board the vessel. Fishing gear is deemed to be in the water from the moment the launching starts and until it is back in place again on board.

The term “other equipment” means objects which are used for securing or protecting the catch and other objects which are not part of the vessel’s equipment.

#### Clause 18-3 Articles for consumption

The insurance includes articles for consumption which are on board the vessel at any time. The term “articles for consumption” means the vessel’s supply of provisions, bunkers, engine and deck accessories, articles for preservation of catch and other items intended for consumption.

### Chapter 19. The insurer’s liability

#### Clause 19-1 Fishing gear, equipment, articles for consumption and catch

Subject to the limitations stated below, the insurance covers loss of or damage to fishing gear, equipment, articles for consumption and catch which are on board the vessel, provided the loss or damage is a direct result of:

1. Fire or explosion.
2. The vessel having struck a fixed or floating object, been broken up or been without steering as a result of damage.
3. Heavy weather. However, deterioration of catch caused by sailing in heavy sea shall not be covered.
4. Frozen catch being damaged because the vessel’s thermo-machinery has been inoperative for a continuous period of at least 48 hours due to damage.
5. The subject matter insured being jettisoned or washed overboard, with the exception of catch lying free or in bins on deck.

The insurer shall also be liable for damage to catch which is a direct result of oil flowing out of a break in the vessel's pipes due to external influence.

#### **Clause 19-2 Deck cargo**

If catch, fishing gear or objects are on deck, the insurer shall not be liable for:

1. Loss caused by precipitation or seawater.
2. Loss caused by dirt or sparks which do not cause a fire.
3. Loss arising from impact caused by shifting during the voyage.
4. Loss caused by leakage from other objects on deck.

Losses as specified in Cl. 19-1 Nos. 1 and 2 shall nonetheless be covered.

## **Chapter 20. Deductible and settlement of claims**

#### **Clause 20-1 Deductible**

Unless otherwise agreed and stated in the policy, the following shall apply:

For each insurance incident a deductible of 10% of the compensation amount shall be deducted, but not less than NOK 10,000 and not more than NOK 100,000.

#### **Clause 20-2 Damage to or loss of catch, cf. Clause 18-1**

If compensation is paid, it shall be calculated on the basis of a price officially stipulated or otherwise approved, so that the assured receives the same payment as if the casualty had not occurred. A deduction shall be made for expenses saved when calculating the value of lost freight (landing subsidy), cf. Cl. 18-1.

If the catch has been damaged or lost and the provisions of Cl. 20-3 are not applicable, **the insurer** will cover the percentage of the catch's insurable value which is equivalent to the final reduction in its value (damage percentage).

#### **Clause 20-3 Total loss**

There is a total loss when:

1. The subject matters insured have been destroyed.
2. The subject matters insured have been withheld from the assured without any possibility of recovering them.
3. Fishing gear and equipment as mentioned in Cl. 18-2 are so extensively damaged that the loss constitutes 100% of their value.
4. Catch as mentioned in Cl. 18-1 and articles for consumption as mentioned in Cl. 18-3 are so extensively damaged that the loss amounts to at least 90% of their value.

In the event of a total loss, the insurer covers the sum insured of the objects in question, but not in excess of the insurable value. No deduction shall be made from the compensation for any damage occurring during the insurance period, whether or not such damage is covered by the insurance.

#### **Clause 20-4 Damage to other objects**

If fishing gear and equipment as mentioned in Cl. 18-2 or articles for consumption as mentioned in Cl. 18-3 have been damaged, the insurer may demand that the damage be repaired subject to **the insurer** paying the costs of repairs as and when they are repaired. The insurer may not demand that repairs be carried out if they result in unreasonable loss or disadvantage for the assured.

If the insurer does not, or cannot, demand that the damage be repaired, or if repairs are not complete, the insurer will cover the percentage of the insurable value of the objects damaged which is equivalent to the final reduction of their value (the damage percentage).

In the event of damage to or loss of an object which consists of several parts, the insurer will only cover the costs of repairing or replacing the part which is damaged or lost. This shall apply even if it is of vital importance that the object is complete.



## F. INSURANCE AGAINST SABOTAGE, ACTIONS OF TERRORISTS, STRIKES, WAR ETC.

### Chapter 21. Scope of the insurance – risks covered

#### Clause 21-1 The insurance cover

The risks mentioned in this insurance are hereinafter referred to as war risks. The insurance shall only cover the war risks pertaining to those insurances the person effecting the insurance have effected and which are stated in the policy.

#### Clause 21-2 Scope of the insurance - risks covered

Subject to the exclusions stated below, this insurance covers loss arising in direct connection with the use of the subject matter insured when this suddenly and unexpectedly is subject to the following war risks:

1. War or war-like conditions, or the use of arms or other implements of war in the course of military exercises in peacetime or in guarding against infringements of neutrality.
2. Capture at sea, confiscation and other similar interventions by a foreign State power. Foreign State power is understood to mean any State power other than the State power in the ship's State of registration or in the State where the major ownership interests are located, as well as organisations and individuals who unlawfully purport to exercise public or supranational authority. Requisition for ownership or use by a State power shall not be regarded as an intervention.
3. Riots, strikes, lockouts, sabotage, acts of terrorism and the like.
4. Piracy and mutiny.
5. Measures taken by a State power to avert or limit damage, provided that the risk of such damage is caused by a peril referred to in nos. 1 - 4.

The insurance does not cover loss caused by:

1. Insolvency.
2. Release of nuclear energy.
3. Any chemical, biological, biochemical or electromagnetic weapon.
4. Norway becoming in a state of war.
5. War or war-like conditions breaking out between any of the following States: the United Kingdom, the United States of America, France, the Russian Federation, the People's Republic of China.

#### Clause 21-3 Main rule relating to the burden of proof

The assured has the burden of proving that it has suffered a loss of the kind covered by the insurance and of proving the extent of the loss.

The insurer has the burden of proving that the loss has been caused by a risk that is not covered by the insurance, unless other provisions provide to the contrary.

The assured has the burden of proving that the loss has not been caused by the release of nuclear energy or chemical, biological, biochemical or electromagnetic weapons, cf. Cl. 2-1, sub-clause 3, nos. 2 and 3.

#### **Clause 21-4 Combination of risks**

If the loss has been caused by a combination of several different risks, and one or more of these risks are not covered by this insurance, the loss shall be apportioned proportionally among the various risks according to the influence which each of them must be assumed to have had on the occurrence and extent of the loss, and the insurer shall only be liable for that part of the loss which is attributable to the risks covered by this insurance.

If the release of nuclear energy or chemical, biological, biochemical or electromagnetic weapons, cf. Clause 21-2, sub-clause 3, nos. 2 and 3, have contributed to a loss, the entire loss shall be attributed to that risk.

#### **Clause 21-5 Combination of marine and war risks**

If the loss has been caused by a combination of marine perils, cf. Cl. 2-1, and war perils, cf. Cl. 21-2, the whole loss shall be deemed to have been caused by the class of perils, which was the dominant cause. If neither of the classes of perils is considered dominant, both shall be deemed to have had equal influence on the occurrence and extent of the loss.

#### **Clause 21-6 Losses deemed to be caused entirely by war perils**

War perils shall always be deemed to be the dominant cause of:

- a) loss arising when the vessel is damaged through the use of arms or other implements of war for war purposes, or in the course of military manoeuvres in peacetime or in guarding against infringements of neutrality,
- b) loss attributable to the vessel, in consequence of war or war-like conditions, having a foreign crew placed on board which, wholly or partly, deprives the master of free command of the vessel,
- c) loss of or damage to a lifeboat caused by it having been swung out due to war perils, and damage to the vessel caused by such a boat.

#### **Clause 21-7 Loss attributable either to marine or war perils**

If it is evident that a loss has been caused either by marine perils, cf. Cl. 2-1, or by war perils, cf. Cl. 21-2, without it being possible to identify one or the other class as the more probable cause, the rule contained in Cl. 21-5, second sentence, shall apply correspondingly.

## **Chapter 22. Reservation regarding changes to conditions during the insurance period– trading area – deductible**

### **Clause 22-1 Reservation regarding changes to conditions during the insurance period**

During the insurance period the insurer may, by means of special safety regulations, issue inter alia instructions that:

- a) the **vessel** shall not embark on a planned voyage or complete a voyage in progress,
- b) the **vessel** shall or shall not follow a certain itinerary,
- c) the **vessel** shall deviate, be moved from one port to another, or remain in a specific port,
- d) the **vessel** shall not carry cargo of a certain nature, or certain passengers,
- e) the **vessel** shall or shall not comply with orders issued by a foreign State power,
- f) the assured shall without undue delay give information about the **vessel's** position, about voyages which the **vessel** is making or is going to make, about times of departure and arrival, the nature of the cargo, the itinerary, the charter arrangement, etc., and of any changes as regards previously given information about such facts.

This Clause represents a deviation from Section 3-8 (changes in the conditions during the period of insurance) of the Insurance Contracts Act.

### **Clause 22-2 Changes in trading areas**

The insurer may at any time designate new or change existing trading areas. The insurer may in this connection decide that:

- a) certain areas shall be designated as conditional areas. The vessel may still sail in such areas, but the insurer may demand an additional premium,
- b) certain areas shall be designated as excluded areas. Such areas fall outside the trading area of the insurance.

This Clause represents a deviation from Cl. 3-8 (changes in the conditions during the period of insurance) of the Insurance Contracts Act.

### **Clause 22-3 Deductible and special deductions for losses deemed to be caused entirely by war perils**

In such cases, as mentioned in Cl. 21-6, there shall be no deductions in accordance with Clauses 13-7, 13-8 and 13-9.

## CO-INSURANCE OF MORTGAGEE'S INTEREST – JOINT AND SEVERAL LIABILITY FOR PREMIUM PAYMENT

The clauses and conditions stated in the policy together with the Norwegian Marine Insurance Conditions relating to Commercial Vessels less than 15 metres long (Cefor Form No. 280) shall apply in relation to the mortgagee.

The mortgagee is only co-insured when it has given written notice of the mortgage to the insurer.

The insurance becomes legally effective from the time the notice of the mortgage reaches the insurer.

*As of such time the mortgagee shall be jointly and severally liable for any insurance premium that falls due during the insurance period.*

Where several mortgagees are noted as co-insured, each mortgagee shall be jointly and severally liable irrespective of the priority of the mortgage.

Mortgagees are jointly and severally liable to each other for the premium in a ratio proportionate to each mortgagee's financial interest in the vessel. Where a mortgagee who is jointly and severally liable is obliged to pay defaulted premium, the mortgagee shall be entitled to demand payment by the other mortgagees of that portion of the premium that exceeds its financial interest. The insurer shall take no part in the process of recourse between the mortgagees.

In addition, the following shall apply:

1. The mortgagee does not have greater legal rights in relation to the insurer than the rights of the person effecting the insurance. The insurer may claim to be without liability in relation to the person effecting the insurance or another co-insured because of an act or omission which shall be evaluated pursuant to the rules of Chapter 4 or Section 8-1 of the Insurance Contracts Act.
2. The person effecting the insurance may not amend, terminate or cancel the insurance contract in any way that effects the mortgagee.
3. Where the insurance contract has been amended, cancelled or discontinued, this shall only affect the mortgagee if the insurer has given the mortgagee specific notice thereof with one month's notice.
4. Where the person effecting the insurance transfers the insurance to another insurer during the period of insurance, the liability of the insurer shall discontinue from the moment the mortgagee is covered by the insurer to which the insurance is transferred.

5. Where the insurance contract is cancelled due to non-payment of premium, the insurer shall send the mortgagees who are jointly and severally liable notice of the cancellation and a call to pay due premium within one month from the day the call was sent.
6. If the premium is not paid within the time-limit, the insurance shall no longer be in force at the end of that day (the last day of the time-limit).

## Appendix A. Safety Regulations issued by Norwegian Authorities

The following public regulations are regarded as safety regulations and are hereby mandated under the insurance contract. This applies to the public regulations in force at the time of the damage, its amendments and its replacements.

### **I. Construction, Certification, Equipment and Operation of the Vessel and Trading Areas**

- I.1. Regulation of 1 July 2014 No. 1072 relating to the construction of ships.
- I.2. Regulation of 22 November 2013 No. 1404 relating to fishing and hunting vessels smaller than 15 metres.
- I.3. Regulation of 19 December 2014 No. 1853 relating to building and control of small cargo vessels.
- I.4. Regulation of 22 December 2000 No. 1574 relating to additional requirements for the manoeuvring, controllability, equipment and operation of passenger high-speed craft less than 24 m in length which are engaged on domestic voyages.
- I.5. Regulation of 4 November 1981 No. 3793 relating to Trading Areas.
- I.6. Regulation of 01 February 2020 No. 63 relating to vessels under 24 meters which carry 12 or fewer passengers.
- I.7. Regulation of 8 February 2011 No. 130 relating to the use of vessels in oil spill protection.
- I.8. Regulation of 16 December 2016 No. 1770 relating to safety management for small cargo vessels, passenger vessels and fishing vessels etc.
- I.9. Regulation relating to safe rents in passenger areas (Consultation of 9 February 2021).

### **2. The Seafarer's Duty, Qualification Requirements etc. and Order on the Fishing Banks**

- 2.1. Regulation of 10 February 1989 No. 88 relating to safety training of fisherpersons.
- 2.2. Regulation of 23 June 2022 No. 1351 (with further amendments) relating to qualifications and certificates for seafarers.
- 2.3. Regulation of 26 June 2007 No. 705 relating to hours of work and rest on board Norwegian passenger and cargo vessels.
- 2.4. Regulation of 25 June 2003 No. 787 relating to hours of work and rest on board fishing vessels.

**3. Safety Measures, Precautions against Fire, Gas fired Installations and Welding**

- 3.1. Regulation of 20 October 1983 No. 1580 relating to safety precautions for gas fired installations, etc. operating on propane or other liquefied hydrocarbon gases used on board vessels.
- 3.2. Regulation of 25 April 2002 No. 422 relating to welding, welding equipment, hot work and storage of gas cylinders on board ships.
- 3.3. Regulation of 4 December 2001 No. 1450 relating to maritime electrical installations.
- 3.4. Regulation of 4 September 1987 relating to security measures preventing fire on fishing and hunting vessels.

**4. Safety in Navigation and Navigational Aids**

- 4.1. Regulation of 5 September 2014 No. 1157 relating to navigation and navigational aids for ships and mobile offshore units.
- 4.2. Regulation of 22 November 2013 No. 1404 relating to fishing and hunting vessels under 15 meters maximum length.

**5. Life-saving Appliances**

- 5.1. Regulation of 1 July 2014 No. 1019 relating to life-saving appliances on ships. (not fishing vessels).

**6. Cargo Handling Appliances and Transport of Living Animals**

- 6.1. Regulation of 1 July 2014 No. 945 relating to the carriage of cargoes on cargo ships and barges.
- 6.2. Regulation of 1 July 2014 No. 945 relating to dangerous cargo on board Norwegian ships.
- 6.3. Regulation of 17 January 1978 No. 4 relating to cargo-handling appliances in Ships.
- 6.4. Regulation of 8 December 2012 No. 139 relating to commercial carriage of animals.

**7. Obligation to report marine accidents**

- 7.1. Regulation of 27 June 2008 No. 744 on the obligation to notify and report marine accidents and other incidents at sea.

## Appendix B. Commentary to some of the clauses

### **Clause 11-4 Limited cover of damage to the machinery “breach of a hose or a pipe onboard the vessel”**

Cover for damage attributable breach of a hose or a pipe comprises the entire hose or pipe including couplings/sockets or couplings to other equipment.

Provided hose- or pipe couplings are statutory fitted, in accordance with either Nordic Boat Standard or public statutory rules applicable to the vessel, consequential damage of a leakage that arises suddenly and unexpectedly and is a result of external influence or faulty material will be covered.

The insurer may reduce the compensation where the damage is attributable to breach of a hose or a pipe that has not been fitted as described above. Where the fitting is done by others than the crew, the insurer will seek recourse in cooperation with the person effecting the insurance. In that event, the person effecting the insurance shall provide the insurer with information on whom done the work and at the same time take the initiative to draw up a recourse claim.

The compensation may be reduced partly or wholly where the damage is attributable to corrosion or lack of maintenance.

## **Chapter 15. Liability in the event of collision or striking**

### **Clause 15-1 Scope of the insurer’s liability**

It is only the actual economic loss that is compensated and to assess value of lost catch, the compensation must be stipulated after the quota year has ended in order to evaluate whether the quota is fished up or could have been fished up.



## Appendix C. Norwegian Maritime Authorities' "guidelines on towage" (in Norwegian only)

Sjøfartsdirektoratets «veiledning om slep» publisert 17/11/2016 og endret 6/3/2018.

### Veiledning om slep

Her finner du informasjon tilknyttet slep og slepetillatelse

1. Hvem kan slepe?
2. Krav til fartøy som kan slepe
3. Manglende sertifisering/godkjenning
4. Hvilke forskrifter regulerer slep og slepetillatelse?
5. Referanser:

#### 1. Hvem kan slepe?

Hovedregelen er at **kun lasteskip** som er bygget og utrustet med tilstrekkelig stabilitet, slepekraft og utrustning, skal kunne slepe i næring.

Dette gjelder **uansett størrelse** på fartøyet.

**Passasjerskip og fiskefartøy skal ikke slepe.**

#### 2. Krav til fartøy som kan slepe

Fartøy som skal utføre slep i næringsvirksomhet skal være sertifisert for slike oppgaver.

Sertifiseringen skal bekrefte at slepefartøyet oppfyller kravene i relevante forskriftene for å utføre slepeoperasjoner jf. de særskilte bestemmelsene om skip og fartøy som skal slepe i henholdsvis byggeforskriften og 24-meterforskriften.

Sertifiseringen skal også synliggjøre eventuelle begrensninger som gjelder for vedkommende fartøy. Slepereguleringene vil framgå av fartssertifikat eller fartøyinstruksen.

Skip som skal slepe skal ha sikkerhetssertifikater, fartssertifikat eller fartøyinstruks for lasteskip.

Skip som skal slepe skal gjennomgå **førstegangstilsyn** som viser at kravene til stabilitet, styrke og utrustning er oppfylt før skipet tas i bruk til slep (FOR-2014-12-22-1893 §33).

Det skal i tillegg gjennomføres en **risikovurdering av slepet**, ref. FOR-2005-01-01-8, § 2-2. virkeområde: fartøy 24 m (L) og over eller 500BT eller mer; og FOR-2016-12-16-1770 §§ 6 og 9, virkeområde: fartøy 8 – 24 m (L).

Lasteskip som skal slepe må ha påtegning for slep i fartssertifikatet/fartøyinstruksen og ha **utarbeidet lastekondisjoner** som viser at skipets stabilitet under slep er i samsvar med:

- Forskrift 1. juli 2014 nr. 1072 om bygging av skip § 34, for skip med største lengde over 24 meter eller med bruttotonnasje over 500.
- Forskrift 19. desember 2014 nr. 1853 om bygging og tilsyn av mindre lasteskip § 38, for lasteskip med største lengde over 8 meter, men med lengde (L) under 24 meter.

For å beregne stabiliteten i disse kondisjonene må skipets maksimale kontinuerlige slepekraft fastsettes gjennom en slepetest, jf. forskrift 22. desember 2014 nr. 1893 om tilsyn og sertifikat for norske skip og flyttbare innretninger § 33 og forskrift nr. 1853 § 29.

For skip med største lengde under 15 meter skal godkjent kontrollforetak være tilstede under utførelse av slepetest.

For skip med største lengde over 15 meter skal Sjøfartsdirektoratet være tilstede under utførelse av slepetest.

Prosedyre for gjennomføring av **slepetest**, RSV10-2016, finner du her:

<https://www.sdir.no/contentassets/932640d8221344978cc7f0af5d554242/rsv-10-2016.pdf?t=1573036461581>

Slepeutstyret på skip skal kontrolleres årlig.

## **Ordningen med slepetillatelse opphørte fra 01.01.2018.**

### **3. Manglende sertifisering/godkjenning**

Skipssikkerhetsloven § 9 stiller krav om at et skip blant annet skal være bygget og utrustet slik at det ut fra skipets formål gir betryggende sikkerhet for liv, helse, miljø og materielle verdier. Dette tilsier at bare skip som er bygget og utrustet med tilstrekkelig stabilitet, slepekraft, utrustning med videre, kan slepe i næring.

Kravene om sertifikat og tillatelse etter de nevnte forskriftene, skal sammen med byggekravene ivareta dette hensynet.

Rederiet har uansett ansvaret for at skipet er bygget og utrustet i samsvar med skipssikkerhetsloven § 9, ansvaret følger av lovens § 6.

For skip som i strid med skipssikkerhetsloven § 9 sleper, herunder uten tillatelse, kan det være aktuelt å vurdere reaksjoner, som for eksempel tilbakeholdelse, jf. sikkerhetsloven § 52 og overtredelsesgebyr, jf. skipssikkerhetsloven §§ 55 og 56.

Dette gjelder for øvrig også andre overtredelser av skipssikkerhetsloven og tilhørende forskrifter i forbindelse med sleping.

### **4. Hvilke forskrifter regulerer slep og slepetillatelse?**

- [FOR-2014-12-19-1853 Forskrift om bygging mv. av mindre lasteskip.](#) §§ 4; 13 – 20; 27; 29; 31; 34; 38; 85; 88 – 89; samt Vedlegg 1. Virkeområde: fartøy 8 – 24 m (L)
- [FOR-2014-07-01-1072 Forskrift om bygging av skip.](#) §§ 32; 34; 70. Virkeområde: fartøy 24 m (L) og over eller 500BT eller mer.

- [FOR-2014-12-22-1893 Forskrift om sertifikat m.m. for norske skip og flyttbare innretninger](#). §§ 32-34. Virkeområde: fartøy 15 m (L) og over.
- [FOR-2015-12-04-1392 Forskrift om slepearangement og forflytning av flyttbare innretninger](#). Virkeområde: Norske flyttbare innretninger.

#### 5. Referanser:

- Rundskriv [RSR 14-2015 Endring av sertifikatforskriften, byggeforskriften og forskriften om mindre lasteskip - for skip som skal slepe](#)
- Rundskriv RSV 4-2018 [-Veiledning om hvilke krav som gjelder når fartøy skal slepe](#)