

Conditions for hull insurance of barges, pontoons and similar floating objects

for use with the Nordic Marine Insurance Plan of 2013

This insurance contract is subject to the insurance conditions stated below, the Policy clauses, and the version of the Nordic Marine Insurance Plan of 2013 in force at any time (the Plan) and its Commentary.

1. Unfitness for safe navigation

The insurer is entirely or partly without liability for loss that is a consequence of the vessel not being fit for safe navigation, provided that the assured knew or ought to have known of the vessel's defects at such a time that it would have been possible for him to intervene. However, this rule shall not apply if the assured is the master of the vessel or a member of his crew and the fault that he has committed related to nautical matters.

A vessel shall be regarded as unfit for safe navigation where, due to defects to the hull, outfit, machinery or insufficient crew or due to overloading or faulty loading or other reasons, it is in a state that, when taking into consideration the trade and use the vessel is meant for, must be regarded as a greater danger to humans, the environment, vessel and cargo when the vessel is used under these conditions than what use under normal conditions would entail.

The insurer has the burden of proving that the vessel is unfit for safe navigation, unless the vessel springs a leak whilst afloat. The assured has the burden of proving that he neither knew nor ought to have known of the defects and that there is no causal connection between the unfitness for safe navigation and the casualty.

2. Special safety regulations, re Clause 17-5, cf. Clause 3-22 and Clause 3-25 of the Plan

The following special safety regulations shall apply:

2.1 Safety Management System

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 or pursuant to 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 his activities.

2.2 Vessel documentation

Where the vessel is not or cannot be classified or is not subject to statutory certification, the assured shall on demand by the insurer provide documentation from the builder on how the vessel was built, tests conducted on stability, strength and lifting and operating manuals and any guarantee which has been issued.

2.3 Infringement of safety regulations, Clause 3-25

The following shall apply to Clause 3-25:

Where the insurer may assert pursuant to this provision that a safety regulation has been infringed, the insurer may be entirely or partly without liability depending on the

nature of the safety regulation that was not complied with, the degree of blame, the sequence of events and any other circumstances.

2.4 Additional Clauses for barges

2.4.1. Supervision and trading certificates for barges

The Assured shall follow the rules set out in Section 24 and 25 and Chapter 4 of Regulations of 22 December 2014 No. 1893 on supervision and certificates for Norwegian ships and mobile offshore units.

2.4.2. Tow

Prior to commencement of the tow of the barge, the Assured shall ensure that a towing permit has been issued pursuant to Section 48, that the tug satisfies the requirements set out in Section 49 and that there is a Person Responsible for the tow as stipulated in Section 53 in Appendix 1 of Regulations of 22 December 2014 No. 1893 on supervision and certificates for Norwegian ships and mobile offshore units.

Prior to commencement of the tow of the barge, the Assured shall ensure that the tow connection satisfies the requirements set out in Section 50 and that the barge satisfies the requirements set out in Section 51 in Appendix 1 of Regulations of 22 December 2014 No. 1893 on supervision and certificates for Norwegian ships and mobile offshore units.

2.4.3. The barge's cargo-handling appliances

The Assured shall ensure that the barge's cargo-handling appliances satisfy the requirements set out in Regulations No. 4 of 17 January 1978 on cargo-handling appliances in ships.

3. Additional Clauses for floating docks, floating cranes, cranebarges, and the like: Limitation of the insurer's liability in the event of collision or striking, cf. Clause 13-1 of the Plan

3.1. Floating docks

This Insurance does not cover liability imposed on the Assured for damage caused to a ship, its equipment on board and cargo during docking, stay in dock, or launching from the dock.

Nor does this insurance cover liability for damage caused a third party by cranes or other movable equipment.

3.2. Floating cranes, cranebarges, and the like

This Insurance does not cover liability imposed on the Assured for damage caused to a ship, its equipment on board and cargo, or other objects, which participate in or are part of the work being carried out.

Nor does this insurance cover liability for damage caused a third party by cranes or other movable equipment.