

## **Norwegian Marine Insurance Conditions relating to Commercial Vessels less than 15 Meters long, Cefor Form 280 – overview of changes in relation to Cefor Form 279**

This memo provides an overview of the changes in Cefor Form 280 in relation to Cefor Form 279 and can serve as the basis for information provided by the company to its customers. The following changes have been made in the Conditions:

### **Clause 1-4 Change of ownership**

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

Fishing vessels or other small cargo vessels are often owned by a limited liability company (“et aksjeselskap”). The purpose of the previous § 1-4 was to include cases when the vessel was sold and thus constituted a change to the risk that the insurer has assumed. It is also possible that not the vessel itself, but shares in the company which owns the vessel, were sold. This is the situation that the new wording is intended to cover.

### **Clause 2-6 Vessel carriage**

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

The word “*short*” was introduced in the text. The idea is that transport to and from winter lay -up should be as short as possible. Although the interpretation of this wording will depend on each individual case (and circumstances around it).

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

New section regarding battery chargers is introduced.

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. [...]

### **Clause 11-4 Limited cover of damage to the machinery**

The term “engine room” has been changed to “spaces containing machinery or battery packs”

### **Clauses 13-7, 15-4, 17-1, 20-1 Deductible**

The minimum and maximum amounts of the general deductibles have been adjusted respectively to NOK 10,000 and NOK 100,000