

## **NORWEGIAN MARINE INSURANCE CONDITIONS RELATING TO COMMERCIAL VESSELS LESS THAN 15 METRES LONG, CEFOR FORM 279 – OVERVIEW OF CHANGES IN RELATION TO CEFOR FORM 278.**

This memo provides an overview of the changes in Cefor Form 279 in relation to Cefor Form 278 and can serve as the basis for information provided by the company to its customers. The following changes have been made in the Conditions:

### **A. GENERAL CLAUSES**

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

##### **Clauses 2-4 and 2-7**

Most fishing and cargo vessels from 8 to 15 metres should have by now received a *vessel authorisation* (“*fartøyinstruks*”). The trading area of such vessel is regulated in such *vessel authorisation*. As such, the trading certificate does not apply for these vessels anymore and the clauses have been amended in a way to reflect this (i.e. to replace trading certificate with *vessel authorisation*, if applicable).

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

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

The title was previously “*towage form port to port*”.

The authorities do not longer issue towage certificates for each vessel. It is now only cargo vessels that may perform ordinary towage operations. Emergency towage is still allowed.

The wording of the clause has been revised and now refers to the Norwegian Maritime Authorities’ “*guidelines on towage*” in its latest version and published on 17 November 2016. These guidelines are incorporated in Appendix C, and same are regrettably only available in Norwegian.

The assured is still required to inform the insurer of any such towage operation prior to its commencement, and the insurer needs to grant his consent.

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

The title was previously “*Loading and discharging of live fish*”.

This clause regulates calling manned and unmanned structures. It previously described certain procedures for such a call. The clause now requires a working description issued by the owner, or in case such is not applicable, that the person in charge grants permission to call.

Finally, the word «*calling*» a structure is defined to include work operations.

## **The Nordic Association of Marine Insurers (Cefor)**

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

The amendments in this clause are of editorial nature. They are meant to harmonise with other regulations that refer to the Nordic Boat Standard. When a vessel is not covered by such regulations it shall at least satisfy the requirements as laid out in the latest version of the Nordic Boat Standard.

## **C. COLLISION LIABILITY INSURANCE**

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

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

The term "calling" a structure in exception No 12 is defined to include "work operations" as mentioned in clause 4-5 above.

## **D. LIABILITY INSURANCE**

### **Chapter 16. The insurer's liability**

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

The exception in No 8 is amended to be identical as under clause 15-2 No 12 above, i.e. to include the work operation into the definition of "calling" a structure.