

Trine-Lise Wilhelmsen
Hans Jacob Bull

HANDBOOK on HULL INSURANCE

2nd edition



GYLDENDAL
JURIDISK

TRINE-LISE WILHELMSSEN
HANS JACOB BULL

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Preface

The first edition of this handbook on hull insurance in 2007 was based on the Norwegian Marine Insurance Plan 1996 Version 2007. This second edition is based on the present version of the Nordic Plan (NP) 2013, cf. <http://www.nordicplan.org/The-Plan/>. The Nordic Plan was launched 1 January 2013 and amended in 2016 (NP 2013 Version 2016). The NP 2013 Version 2016 has the same content and structure as the previous Norwegian Plan of 1996 and the later version in 2010, but the rules have been adjusted to reflect the Nordic market. In addition, several changes have been made to individual rules. The same goes for the Commentary to the Nordic Plan 2013 Version 2016, which in parts has been completely rewritten, and differs significantly from the Commentary to the Norwegian Plan 1996 Versions 2007 and 2010.

In substance this edition is a thorough revision of the text from 2007, reflecting the amendments made to the Plan and its Commentary as well as new court decisions. As in the first edition, short comparative notes have been made to the relevant English marine insurance clauses, viz. Institute Times Clauses Hulls 1983 and International Hull Clauses 2003.

In this second edition, Wilhelmsen has been in charge of chapters 1–6, 9–10 and 13–14 and Bull of chapters 7–8 and 11–12, but the full text has been closely scrutinized by both authors. In addition to the Commentary to the Nordic Plan 2013 Version 2016, the text is to a certain extent based on Brækhus/Rein: *Håndbok i kaskoforsikring (Handbook in hull insurance)*, Oslo 1993.

More references to the Commentary itself and to works on (hull) insurance have been included in this edition than in the first edition. Up to 2007, most of

PREFACE

the Commentary to the Norwegian Plan was written by Wilhelmsen as Secretary of the Committee preparing the Plan under the chairmanship of Bull; references were therefore considered unnecessary. The alterations made in the Commentary to the Version 2010 and to the Commentary of the Nordic Plan Versions 2013 and 2016 were, on the other hand, mainly written by individual members of the Committee preparing these versions under the chairmanship of Wilhelmsen. Thus it is natural to include references to the Commentary. The Commentary to NP 2013 Version 2016 is only published on the website. The website contains a pdf file of the Commentary with page numbers, and the references to pages refer to this pdf file, cf. <http://www.nordicplan.org/Commentary/Pdf-download/>.

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The authors would also like to thank Jens Wilhelmsen, who has proof-read the entire manuscript.

Oslo, January 2017

Trine-Lise Wilhelmsen Hans Jacob Bull

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