



UiO : **Scandinavian Institute of Maritime Law**
University of Oslo

Norwegian Maritime Law Day 2023

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The Nordic Marine Insurance Plan of 2013

Version 2023 Based on the Norwegian Marine Insurance Plan of 1996, Version 2010

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The Nordic Marine Insurance Plan of 2013, Version 2023



The Nordic Plan at the core of Marine Insurance

A unique example of «private legislation»

**Brækhus og Rein, Håndbok i
kaskoforsikring, 1993 s. 8:**

Rt-1998-1032 Ocean Blessing

Både når det gjelder den systematiske oppbygning og utformingen av de enkelte regler, ligner Planen mer på en lov enn på en vanlig standardkontrakt. Også dette må tas i betraktning ved tolkningen. Prinsippene for tolkning av lover vil som regel passe bedre enn de vanlige regler om tolkning av avtaler.

**NORDIC PLAN
AGREEMENT**

BETWEEN

**THE NORWEGIAN SHIPOWNERS' ASSOCIATION,
THE DANISH SHIPOWNERS' ASSOCIATION,
THE SWEDISH SHIPOWNERS' ASSOCIATION,
THE FINNISH SHIPOWNERS' ASSOCIATION**

AND

THE NORDIC ASSOCIATION OF MARINE INSURERS (CEFOR)

3 NOVEMBER 2010
(AMENDED 16 APRIL 2013 AND 9 DECEMBER 2016)

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The Plan

Preface

Part One: Rules common to all types of insurance

Chapter 1: Introductory provisions

Chapter 2: General rules relating to the scope of the insurance

Chapter 3: Duties of the person effecting the insurance and of the assured

Chapter 4: Liability of the insurer

Chapter 5: Settlement of claims

Chapter 6: Premium

Chapter 7: Co-insurance of mortgagees

Chapter 8: Co-insurance of third parties

Chapter 9: Relations between the claims leader and co-insurers

Part Two: Hull insurance

Part Three: Other insurances for ocean-going vessels

Part Four: Other insurances

Appendix

Rt-1998-1032 Ocean Blessing:

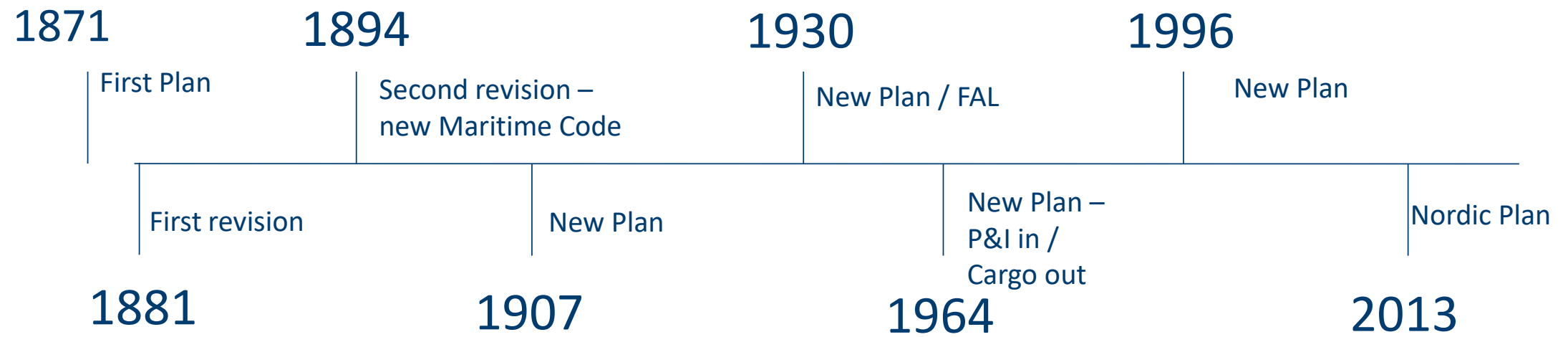
Planen fremtrer som en nær fullstendig kodifikasjon av sjøforsikringsreglene.

**Brækhus og Rein, "Håndbok i
kaskoforsikring", 1993 s. 8:**

Rt-1998-1032 Ocean Blessing

Disse motivene ble inngående drøftet i planrevisjonskomitéen og godkjent av denne; det sies derfor uttrykkelig at de "må ... sees som et ledd i den normalkontrakt som Planen utgjør", og at det følgelig må legges "større vekt på dem ved fortolkingen enn det vanligvis legges på lovmotiver" (NSP 1 Mot. s. 3)

History of the Plan



The Plan and the Nordic insurance law

- First insurance legislations in the Nordic countries 1930
- The Norwegian Plan 1907 served as example
- But new Plan 1930
- Norwegian Insurance Law of 1989

Revisions – history and procedure

- Long traditions
- Based on the Nordic Plan Agreement
- Every fourth year
- Revision committee and secretariat

Example of timeframe – revision 2023:

- Parties presented their suggestions **June 2021**
- Negotiations from **September 2021 to May 2022**
- Hearing among interested parties **July/August 2022**
- Hearing discussed – final amendments in **August 2022**
- Negotiated result delivered Cefor ***15 September 2022***

Examples of the Plan adapting to the needs in the marine insurance market

- New technology
- Market practice
- Court/arbitration awards
- Other trends

Examples of the Plan adapting to the needs in the marine insurance market

- Court/arbitration awards
 - «Anti-Hector» clause
 - Clause 8.2 subclause 2: «Ocean Victory» case
- Market practice
 - Clause 9-2, and chapter 7 and 8: Claims leader

Ocean Victory-case from the UK Supreme Court led to a new Clause 8-2 sub-clause 2, the Commentary, p. 238:

«The effect of the judgment is similar to a knock for knock agreement as it functions as a waiver of liability not only for the bareboat charterer, but also for the sub-charterer who is directly liable for the breach of the safe port warranty. Even if this is contrary to the legal position in the Nordic countries, the Committee finds it necessary to state this expressly to avoid any uncertainty.»

Examples of the Plan adapting to the needs in the marine insurance market

- New technology
 - Offshore
 - Wind
 - Autonomous vessels
- Other trends
 - Environment: Clause 12-12 Choice of repair yard