

Trine-Lise Wilhelmsen
Hans Jacob Bull

HANDBOOK
in
HULL INSURANCE



GYLDENDAL
AKADEMISK

TRINE-LISE WILHELMSSEN

HANS JACOB BULL

HANDBOOK IN HULL INSURANCE



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Preface

Preface by DNK and NHC

14 years have passed since the first Handbook in Hull insurance was published in 1993, authored by Professor Sjur Brækhus and advocate Alex. Rein. There has been a significant development in the international marine insurance market with a number of new and revised conditions introduced since 1993. A new version of the Hull insurance handbook is timely as it covers a legal area with few available text books.

Professors Trine-Lise Wilhelmsen and Hans Jacob Bull have kindly undertaken to write a new and updated version of the book, on request by Norwegian Hull Club and Den Norske Krigsforsikring for Skib. Both Clubs are extremely thankful to the authors for their willingness to undertake this task making it possible to publish this book. This work has come as an add-on to their busy schedules at the Scandinavian Institute of Maritime Law in Oslo. We are proud to be associated with their quality work.

We are hopeful that this book will be useful to a number of different people and professions who at various levels get involved with Hull insurance, not only in Norway, but also on the international arena. For that reason this book is being published in English. The book is written for all marine insurance practitioners in shipowning companies, insurance companies, students as well as lawyers and others who have some kind of involvement with Hull insurance.

Bergen / Oslo, November 2007

Norwegian Hull Club – Den norske Krigsforsikring for Skib – Gjensidig

John Wiik Bjørn Eidem

Preface by the authors

This is the first edition of a handbook in Norwegian hull insurance based on the Norwegian Marine Insurance Plan 1996 Version 2007 with a comparative look to English marine insurance. The purpose of the book is partly to provide a handbook for the marine insurance market both in Norway and in other countries, partly to serve as part of the main literature in the new course in Marine Insurance that was introduced at the Scandinavian Institute of Maritime law during the spring of 2007.

The book is written by the professors Trine-Lise Wilhelmsen and Hans Jacob Bull at the University of Oslo, the Scandinavian Institute of Maritime Law at the Faculty of Law. Both the writing and the publishing have been financed by the insurance companies The Norwegian Hull Club and Den norske Krigsforsikring for Skib. The authors wish to express their gratitude to the two principals for making this task possible.

The book is based mainly on the Commentary to the Marine Insurance Plan 1996 Version 2007 and Brækhus/Rein: *Håndbok i kaskoforsikring*, Oslo 1993 (Handbook in hull insurance). Reference to these two legal sources is only included in special circumstances. If the reference to the Commentary includes a page, the reference is to the 2002 paper edition of the Commentary to the Norwegian Marine Insurance Plan 1996. However, as the 2007 Version of the Commentary is not published in paper, but only presented on the web site, several references are tied to the relevant provision without a page reference.

The book is as mentioned written in cooperation between Trine-Lise Wilhelmsen and Hans Jacob Bull. Hans Jacob Bull has written sub-chapter 5.2.3 and chapters 8, 11 and 12, whereas Trine-Lise Wilhelmsen has written the rest. Several people have provided valuable help during the work. The average adjuster Bjørn Slaatten has read the whole book and provided several comments. Attorney Haakon Stang Lund at Wikborg Rein AS read and commented the first 6 chapters at an early stage. Director Svein Ringbakken at Den norske Krigsforsikring for Skib has read and commented upon chapter 14 concerning "War risk insurance." Further, underwriting manager Lone Scheuer Larsen at TrygVesta in Denmark has provided a lot of corrections and comments after having read the book as a student on the Marine Insurance course the spring of 2007. All the comments are included in the final version. Ben-Jacob Diewitz, who was trainee at the Institute

in September 2007, proof read the manuscript and checked all references. Casper Meland from Norwegian Hull Club marked all the words for the index and also made several valuable corrections. We would like to express our greatest gratitude to all the contributors.

As this is the first edition, we will of course welcome any comments that may help us to improve further editions of the book.

Trine-Lise Wilhelmsen Hans Jacob Bull

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