

Sjøassurandørernes Centralforening

Cefor Rig Form. No. 5

Special war risks conditions for anticipated gross earnings insurance of mobile offshore units

This insurance shall not be subject to the Insurance Contracts Act of 16 June 1989 No. 69, with the exception of Section 7-8 of the Act. The insurance contract shall be subject to the agreed insurance conditions, the Norwegian Marine Insurance Plan of 1964 (the Plan), and the Insurance Contracts Act of 1930 with the insurance practice which has been developed in connection with these provisions.

The following special conditions shall supersede any provisions inconsistent therewith in the Conditions for Hull Insurance of Mobile Offshore Units attached to the hull policy, but this insurance only covers loss specified in Chapter 24 of the Plan and only comprises the perils mentioned in § 16 of the Plan as amended below.

A. Scope of cover.

1. To § 16 (a) of the Plan.

This insurance does not cover loss arising from:

- a) Perils attributable to war or war-like operations between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China, and
- b) Perils attributable to war or war-like operations where Norway is involved.
- c) Losses attributable to measures taken by the authorities of the state where the unit is owned or registered.

2. To § 16 (b) of the Plan.

This insurance does not cover loss arising from perils mentioned in § 16 (h).

B. Termination and suspension of the insurance.

1. Termination and cancellation.

This insurance may be cancelled either by the Insurer or the Assured giving 7 days notice (such cancellation becoming effective on the expiry of 7 days from midnight of the day on which notice of cancellation is issued by or to the Insurer). The Insurer agrees however to reinstate this insurance subject to agreement between the Insurer and the Assured prior to the expiry of such notice of cancellation as to new rate of premium and/or conditions and/or warranties.

Whether or not such notice of cancellation has been given, this insurance shall TERMINATE AUTOMATICALLY:

- (1) upon the occurrence of any hostile detonation of any nuclear weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter, wheresoever or whensoever such detonation may occur and whether or not the unit may be involved,
- (2) upon the outbreak of war whether there be a declaration of war or not between any of the following countries : United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China,

- (3) upon the outbreak of war (whether there be a declaration of war or not) where Norway is involved,
- (4) in the event of the unit being requisitioned, whether for title or use.

This insurance shall not become effective if, prior to the intended time of its attachment, any event has occurred which would have automatically terminated this insurance under the provisions of this clause had this insurance attached prior to such occurrence.

2. Suspension of the insurance.

Unless specially agreed the insurance becomes inoperative if the unit is let on "Bare-boat" or similar conditions to a foreign charterer. The term foreign charterer refers to a charterer domiciled or registered in any other state than the unit's state of registry or any state with which it is allied. § 41 of the Plan shall apply correspondingly.

C. Trading limits.

The trading limits stipulated in the attached clause applies to this insurance.

D. To V. (Return of Premium) in the Conditions for Hull Insurance of Mobile Offshore Units

Lay-up returns are not allowed under this insurance, unless specifically agreed.