





General Average for
Large/Medium
Size Container Vessels
from the
View Point of Average Adjusters

ASAI & ICHIKAWA,
AVERAGE ADJUSTERS

T O D O C U S E I C E M A T S U

1.Preamble



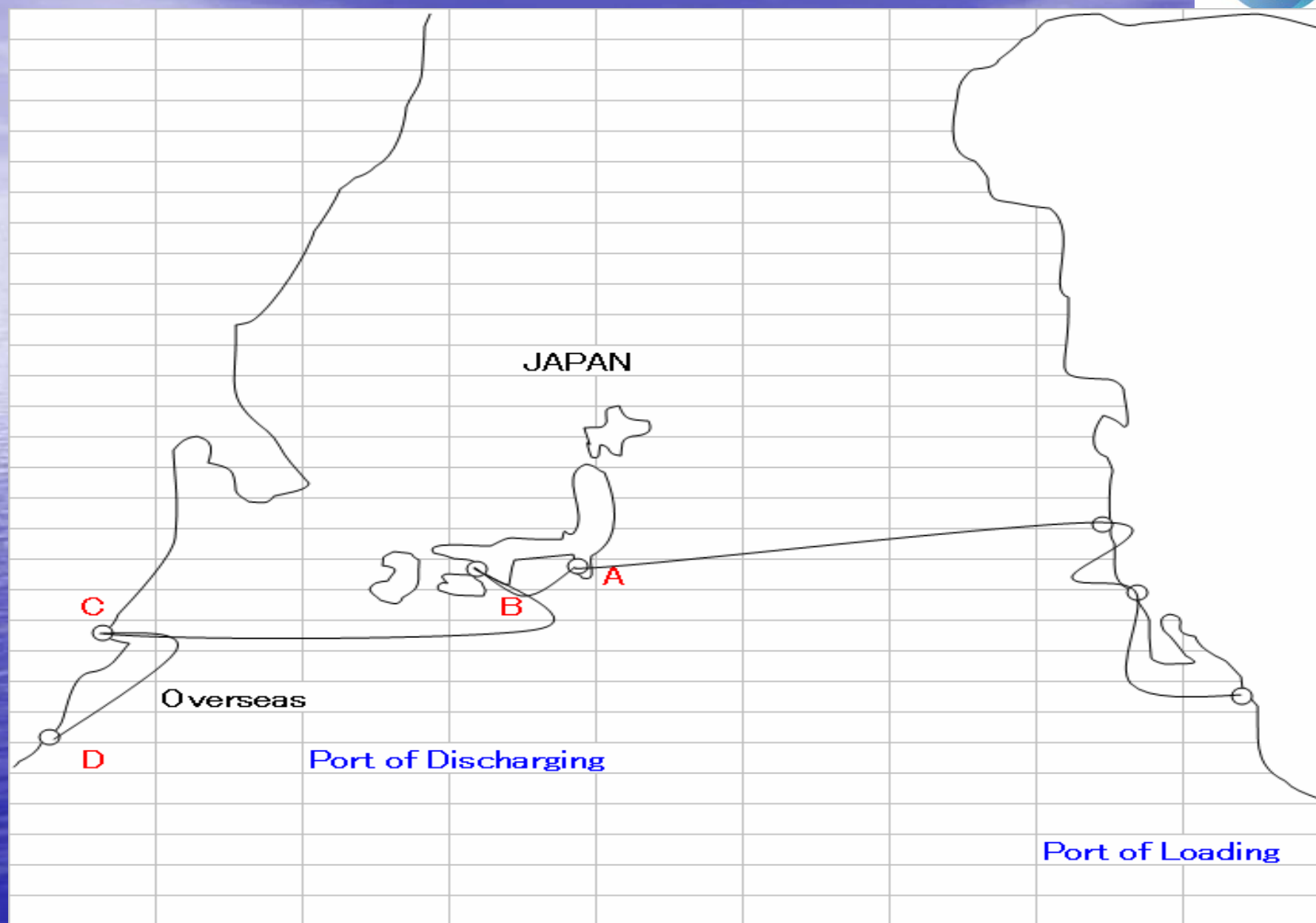


2.G.A. for large/medium size Container Vessel from the view point of average adjusters

- 1.Huge numbers of security must be collected during a short period by G.A. Average Adjusters
- 2.Adjusters should overcome many hardships for security collection to prevent from the delay of cargo release.

Today's Proposal

1. To skip the collection of Average Bond
2. To seek the cooperation by NVOCC



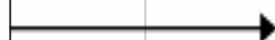
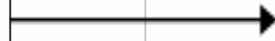
Ship owners

Agent at discharging port

Consignees

Adjusters

Agent at discharging port





2.G.A. for large/medium size Container Vessel from the view point of average adjusters

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3.Exemption of collection of Average Bond

(1) Commercial Invoice

This document is essential document.



3.Exemption of collection of Average Bond

AVERAGE BOND.

To. Owner(s) of the
Voyage and date
Port of shipment :
Port of destination:
Bill of Lading or waybill number(s): dated

(2) Average Bond

Quantity and description of goods

Typical form

In consideration of the delivery to us or to our order, on payment of the freight due, of the goods noted above we agree to pay the proper proportion of any salvage and/or general average and/or special charges which may hereafter be ascertained to be due from the goods or the shippers or owners thereof under an adjustment prepared in accordance with the provisions of the contract of affreightment governing the carriage of the goods or, failing any such provision, in accordance with the law and practice of the place where the common maritime adventure ended and which is payable in respect of the goods by the shippers or owners thereof.

We also agree to:

- (i) furnish particulars of the value of the goods, supported by a copy of the commercial invoice rendered to us or, if there is no such invoice, details of the shipped value and
- (ii) make a payment on account of such sum as is duly certified by the average adjusters to be due from the goods and which is payable in respect of the goods by the shippers or owners thereof.

Standard Form of Non-Separation Agreement

It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel, vessels or conveniences, rights and liabilities in General Average shall not be affected by such forwarding, it being the intention to place the parties concerned as nearly as possible in the same position in this respect as they would have been in the absence of such forwarding and with the adventure continuing by the original vessel for so long as justifiable under the law applicable or under the Contract of Affreightment.

The basis of contribution to General Average of the property involved shall be the values on delivery at original destination unless sold or otherwise disposed of short of that destination; but where none of her cargo is carried forward in the vessel she shall contribute on the basis of actual value on the date she completes discharge of her cargo.

Date..... Signature of receiver of goods
Full name and address ,Tel , Fax, e-mail.....
.....



3.Exemption of collection of Average Bond

AVERAGE GUARANTEE (unlimited)

(For Signature by Cargo Insurers to avoid collection of Deposits)

To the Owners of the Vessel.....

Casualty.....

In consideration of the delivery in due course to the Consignees of the Cargo specified below, we, the undersigned Insurers, hereby guarantee to the Shipowners and/or other parties to the adventure as their interest may appear, the payment of any contributions to General Average and/or Salvage and/or Special Charges which may hereafter be ascertained to be properly due in respect of the said Cargo.

We further agree to make a prompt payment on account if required, as soon as such payment may be certified by the Average Adjusters, **ABC, AVERAGE ADJUSTERS.**

B/L No.	Quantity & Description of Cargo	Insured Amount	Policy No. &	Ins. Premium

Standard Form of Non-Separation Agreement

It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel, vessels or conveniences, rights and liabilities in General Average shall not be affected by such forwarding, it being the intention to place the parties concerned as nearly as possible in the same position in this respect as they would have been in the absence of such forwarding and with the adventure continuing by the original vessel for so long as justifiable under the law applicable or under the Contract of Affreightment.

The basis of contribution to General Average of the property involved shall be the values on delivery at original destination unless sold or otherwise disposed of short of that destination; but where none of her cargo is carried forward in the vessel she shall contribute on the basis of actual value on the date she completes discharge of her cargo.

Name of Insurers.....

Signature of Insurers.....

Address.....

Phone No.....Fax No.....

e-mail address

Date.....

(3) Average Guarantee

Issued by underwriters

This document is essential document.

3.Exemption of collection of Average Bond

(5) Effective solution

History of the simplification of procedure of security collection

1. To add the wording on Average Guarantee to effect that cargo underwriters will pay the contribution without consignee's signature on Average Bond.
RE: the chairman's address of Average Adjusters Association in 1969
2. To add the new clauses in B/L same as Average Bond
RE: recent BIMCO's revised Average Bond Clause

3.Exemption of collection of Average Bond

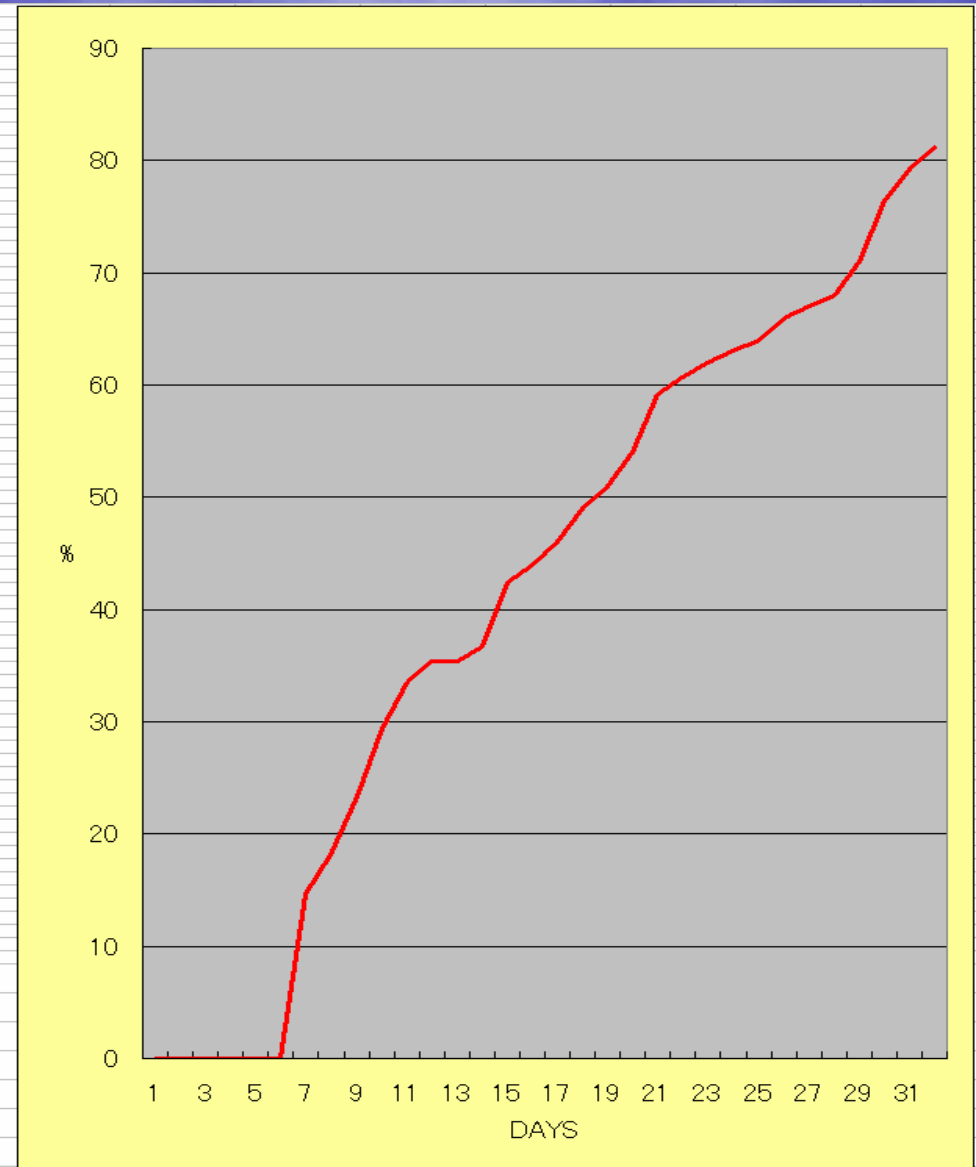
(4)Exemption of collection of Average Bond

DATA ③

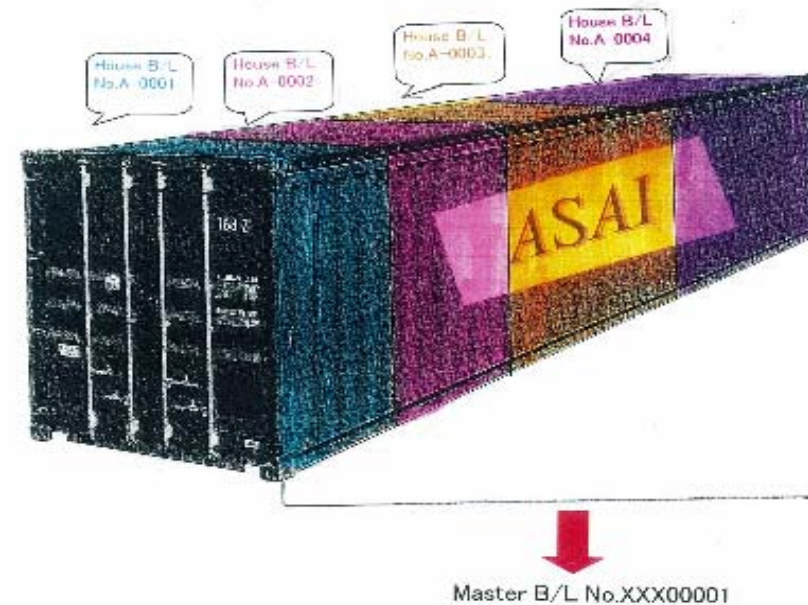
80% Collection ;

Within

One Month



4.Security collection from NVOCC cargo



House B/L
No.A-0001

House B/L
No.A-0002

House B/L
No.A-0003

House B/L
No.A-0004



Master B/L No.XXX00001

4. Security collection from NVOCC cargo

(2) Master B/L
and House B/L

Master B/L



Code Name "HBL-1994A" Issued Date: '80 and amended Jan '85, Aug. '72, July '74, May '85, Sept. '84 & Sept. '86		(Forwarding Agents) B/L No.	
Shipper			
Consignee			
Notify Party			
Local Vessel: #	From		
Ocean Vessel	Voy. No.	Port of Loading	
Port of Discharge		Port of Transshipment to (if on-cargo): #	
Final destination (for the Merchant's reference only): *			
Mark / Numbers	No. of Plugs or Units	Kind of Packages or Units, Description of Goods	Gross Weight
			Measurement
SAMPLE			
TOTAL NUMBER OF PACKAGES OR UNITS (IN WORDS)			
Declared value USD subject to Clause 22(1) overleaf. If no value declared, liability limit applies as per Clause 22(2) or 26 as applicable.			
FREIGHT & CHARGES	Reverse Term	Rate	Per
			Prepaid
			Collect
Ex. Rate	Prepaid at	Payable at	Place & Date of issue
@ ¥	Total Prepaid in Yen	Number of Original D/O's	For the Master

* See Clause 20

JSA Standard Form(8)



4. Security collection from NVOCC cargo

General Average Clause of Master B/L


"..... the Merchant shall give such cash deposit or other security as the carrier may deem sufficient to cover the estimated general average contribution of the goods before delivery"

4.Security collection from NVOCC cargo

(1) When will my cargo be released ?

House B/L

(Shorthand Abbrev.)

Shipper				B/L No.	
MULTIMODAL TRANSPORT BILL OF LADING					
Consignee		<p>Received by the Carrier from the shipper in apparent good order and condition unless otherwise indicated herein, the Goods, as the container(s) or package(s) used to contain the cargo herein contained, to be subject to all the terms and conditions appearing on the face and back of this Bill of Lading for the vessel named herein or any substitute as the Carrier's option and/or other means of transport, from the place of receipt or the port of loading to the port of discharge or the place of delivery shown herein and there to be delivered with order or assign. This Bill of Lading duly endorsed must be surrendered in exchange for the Goods or delivery order. In accepting this Bill of Lading, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as fully as if signed by the Merchant, any local custom or practice to the contrary notwithstanding, and agrees that all agreements or freight engagements for and in connection with the carriage of the Goods are superseded by this Bill of Lading.</p>			
Notify Party		Party to contact for cargo release			
Pre-carriage by		Place of Receipt		Final Destination (Merchant's reference only)	
Vessel		Voy. No.			
Port of Discharge		Place of Delivery			
Container No. Seal No. Marks and Numbers	No. of Containers or Pkgs	Kind of Packages; Description of Goods		Gross Weight	Measurement
SAMPLE					
<p>Total number of Containers or other Packages or Units (in words)</p> <p>Merchant's Declared Value (See Clauses 18 & 23):</p> <p>Note: The Merchant's attention is called to the fact that according to Clauses 18 & 23 of this Bill of Lading the liability of the Carrier is, in most cases, limited in respect of loss of or damage to the Goods.</p>					
Freight and Charges		Revenue Tons		Rate	Per



4. Security collection from NVOCC cargo

Definitions &

General Average Clause of House B/L

- "..... Cash deposit shall be made by the Merchant to the Carrier or the owner of the vessel"
- " Merchant includes the Shipper, Consignor, Consignee, owner and receiver of the Goods and holder of this B/L and anyone acting on behalf of any such person"



4. Security collection from NVOCC cargo

(3) Our proposal

If there will be such a clause stipulating that NVOCC shall agree to give the deposit or sufficient security to cover G. A. contribution of their goods, the freight forwarders will no doubt and without delay provide the securities and the confusion among the parties concerned and unnecessary delay of the delivery of the goods will be avoided.

5. Summary

1. To insert the following clauses in the Master B/L

- (1) The Merchant (in this Bill of Lading and particularly in this clause, the "Merchant" shall include the person who acts on behalf of the owners of the goods, such as the freight forwarder) shall agree to pay the proper proportion of any salvage and/or general average and/or special charges which may be ascertained to be due from the goods or the shippers or owners thereof under an adjustment prepared in accordance with the provisions of this Bill of Lading.

5. Summary

1. To insert the following clauses
in the Master B/L

(2) The Merchant shall agree to furnish particulars of the value of the goods, supported by a copy of the commercial invoice.

5. Summary

1. To insert the following clauses in the Master B/L

- (3) The Merchant shall give such cash deposit or other security as the carriers may deem sufficient to cover the estimated general average contribution of the goods before delivery of them without providing an average bond.

5. Summary

2. To add the name and contact of the Assureds to the Average Guarantee to be issued by the cargo underwriters



5. Summary

Proposed Average Guarantee Form

AVERAGE GUARANTEE (unlimited)

(For Signature by Cargo Insurers to avoid collection of Deposits)

To the Owners of the Vessel.....

Casualty.....

In consideration of the delivery in due course to the Consignees of the Cargo specified below, we, the undersigned Insurers, hereby guarantee to the Shipowners and/or other parties to the adventure as their interest may appear, the payment of any contributions to General Average and/or Salvage and/or Special Charges which may hereafter be ascertained to be properly due in respect of the said Cargo.

We further agree to make a prompt payment on account if required, as soon as such payment may be certified by the Average Adjusters, **ABC, AVERAGE ADJUSTERS**.

B/L No.	Quantity & Description of Cargo	Insured Amount	Policy No. &	Ins. Premium
Name of Assured Contact Details		Address : Tel: Fax: E-mail:		

Standard Form of Non-Separation Agreement

It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel, vessels or conveniences, rights and liabilities in General Average shall not be affected by such forwarding, it being the intention to place the parties concerned as nearly as possible in the same position in this respect as they would have been in the absence of such forwarding and with the adventure continuing by the original vessel for so long as justifiable under the law applicable or under the Contract of Affreightment. The basis of contribution to General Average of the property involved shall be the values on delivery at original destination unless sold or otherwise disposed of short of that destination; but where none of her cargo is carried forward in the vessel she shall contribute on the basis of actual value on the date she completes discharge of her cargo.

Date.....

Name of Insurers.....

Signature of Insurers.....

Address.....



END