

For Information Only

GENERAL AVERAGE ABSORPTION CLAUSE

It is further agreed that General Average (to include sacrifices and expenses, but to exclude interest and commissions) and salvage not exceeding USD shall be payable in full (subject always to applicable policy deductible), provided claims for contribution from cargo and other interests has been waived by the Assured.

GENERAL AVERAGE ABSORPTION CLAUSE

In cases where the total amount of General average and/or Salvage and/or special charges on cargo is estimated not to exceed USD 250,000, the Assured shall have the option of deciding whether they will claim the whole under their Hull insurance cover or claim from the cargo as they think fit. If claiming the whole under the Hull insurance cover, no advancing commission and interest as per Rules XX/XXI of the York Antwerp Rules is to be claimed.

In cases where the total amount General Average and/or Salvage and/or special charges on cargo is estimated to exceed the amount of USD 250,000, the Assured shall have the same option as above if the Average adjusters certify that involving cargo interests would be uneconomical from the standpoint of Hull Underwriters.

Note : this clause was included in a policy granted to cover a fleet of Containers Carriers.

GENERAL AVERAGE ABSORPTION CLAUSE - 1991 - 01 - 01 H 18
(Sweden)

It is further agreed that General Average (to include sacrifices and expenses, but to exclude interest and commissions) and salvage not exceeding USD shall be payable in full (subject always to applicable policy deductible), provided claims for contribution from cargo and other interests has been waived by the Assured.

GENERAL AVERAGE ABSORPTION CLAUSE - 1991 - 01 - 01 - FGU - H 18

It is further agreed that General Average (to include sacrifices and expenses, but to exclude interest and commissions) and salvage not exceeding USD shall be payable in, provided claims for contribution from cargo and other interests has been waived by the Assured. (No deductible to be applied).

GENERAL AVERAGE ABSORPTION CLAUSE (FGU)

It is agreed that where Shipowners General Average sacrifice and/or expenditure and/or any other party's General Average sacrifice and/or expenditure are estimated by average adjuster not to exceed USD [enter amount] in total in respect of any one accident or occurrence from the ground up Shipowners may elect not to declare General Average or collect General Average Security from other interests, in which event Hull Underwriters are to pay the whole of General Average up to USD [enter amount] from the ground up. This clause is to be applied at Shipowners option.

Further agreed in the event that General Average exceeds USD [enter amount] any one accident or occurrence from the ground up but nevertheless owners adjusters certify that involving cargo or

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other interest would be uneconomical for all interests the Shipowners shall have the same option as above subject to agreement of insurers hereon.

GENERAL AVERAGE CLAUSE

In cases where general average is estimated not to exceed [enter amount] the assured have the option of deciding whether they will claim the whole of the general average under their hull insurance (subject to any excess or part valuation cover therein) or claim from the cargo as they think fit. In such cases of charging the whole to the hull underwriters, no commission or interest is to be claimed. This agreement is not to apply where the general average consist mainly of general average sacrifices of and/or damage to cargo in which event a statement should be drawn up. Where average adjusters certify that involving cargo interests would be uneconomical from the standpoint of the hull interest, the assured shall have the same option as outlined above.

GENERAL AVERAGE CLAUSE

General Average Claims up to [State amount] to be paid in full without recourse to cargo and/or charterers and/or other contributories. Adjusters charges not deemed to be part of [state amount] referred to above. General Average claims referred to above shall be payable notwithstanding vessel subsequently becoming total loss prior to completion of voyage. general Average claims shall be deemed to include extraordinary sacrifice or expenditure prudently made or incurred although not strictly necessary for common safety.

General Average, salvage and special charges to be adjusted in accordance with York/Antwerp Rules 1924, 1950, 1974, or 1974 (amended 1990) at Assured's option.

It is agreed that the cost of relashing/restoring, discharge, storage and consequent reloading of cargo at a port of refuge, not allowable in General Average but necessary for the safe prosecution of the voyage shall form part of the claims on the policy to the extend such items would have been incurred by a prudent uninsured owner.

For the purpose of claims under General Average, Salvage and Salvage Charges and under the Sue and Labour Clause, all vessels are deemed to be fully insured for their actual sound market values.