

中 華 民 國 產 物 保 險 核 保 學 會
專 題 研 討 會

海 損 理 算 師 之 角 色
與
如 何 閱 讀 海 損 理 算 報 告

2019 年 4 月 10 日

陳竝一 (Jimmy Chen)

Claim Executive - Overseas Adjusters & Surveyors Co., Ltd.

海損理算師 (Average Adjuster) 於2008 年 6月取得台灣成功大學機械工程碩士學位，2010 年 3月加入台北公司並直接調派至香港Richard Hogg Lindley (現於Charles Taylor Adjusting集團名下) 公司三年。在這期間成為英國海損理算師協會成員 (Associate of the Association of Average Adjusters)，並於 2013年 6月至2015年10月調派至英國利物浦及倫敦分公司工作。持有中華民國海事保險公證人資格，現於台北安生理算股份有限公司(Overseas Adjusters & Surveyors Co., Ltd.)主要負責水險理賠理算案件。

Agenda

**Role of Average Adjuster
Introduction of General Average
Adjustment – How and Where**

Richards Hogg Lindley

Average Adjusters and Marine Claims Consultants

ADJUSTMENT

VESSEL : **"CONTAINERSHIP ONE"**
(Container Carrier of 45,000 G.R.T. Built 1990)

CASUALTY : 20 November 2017 - In Collision with "Bulker Two"

VOYAGE : From New York with cargo to New Orleans and Asian port for discharge

INSURANCES : Underwriters : London Insurance

Period : From 1st March 2017 to 1st March 2018

Insured for : US\$6,500,000 , so valued, on Hull & Machinery.

Conditions : Institute Time Clauses - Hulls 1.10.83
Small GA Clause US\$300,000

Deductible : US\$150,000

CASUALTY SUMMARY : On 20th November 2017, vessel with cargo on board collided with "Bulker Two" which was inbound in ballast. Following the collision, she went aground on the east bank of the river. Attempts at refloating the vessel by working her engine but unsuccessful. Subsequently, the Master engaged tugs under Lloyd's Standard Form of Salvage Agreement (LOF) 2011. Vessel refloated successfully.

The vessel was towed back to New Orleans where cargo was discharged prior to entering drydock. Permanent repairs were carried out from 1st to 31st December 2017.

ADJUSTMENT SUMMARY : General Average adjusted according to York Antwerp Rules 1994. Particular Average recoverable under Clause 6.1.1 of Institute Time Clauses - Hulls 1.10.83.

<u>CLAIM</u>	: Ship's proportion of General Average payable by hull underwriters.....	US\$602,500
	Particular Average.....	4,200,000
		<hr/>
		US\$4,802,500
	<u>Less</u> : Deductible.....	150,000
		<hr/>
		US\$4,652,500
		<hr/>

Fellow of the Association of Average Adjusters

Charles
Taylor

A. SUMMARY OF FACTS

The "Containership One" is a general cargo/container ship built in 1990. Her sound market value is in the region of US\$6,000,000.

On 20th November 2017, having loaded cargo at New York and New Orleans for ports in Asia, the vessel was proceeding downstream in the Mississippi River when in foggy conditions she collided with "Bulkier Two" which was inbound in ballast. Following the collision, she went aground on the east bank of the river.

Attempts at refloating the vessel by working her engine proved unsuccessful. Subsequently, following the intervention of the US Coast Guard, the Master engaged tugs under Lloyd's Standard Form of Salvage Agreement (LOF) 2011.

The vessel was successfully refloated but during these operations one of the tugs was caught by the strong current and collided with the forward starboard side of the vessel. The "Containership One" anchored at a location designated by the US Coast Guard for damage inspection by Class and divers. Initial findings suggested damage to the vessel's main engineer, rudder and propeller in addition to starboard shell damage due to collisions. However, due to the poor visibility encountered by the divers, the Class recommended that the vessel was drydocked for further inspection.

The vessel was towed back to New Orleans under normal river passage terms and on arrival discharged her cargo prior to entering drydock. During the cargo discharge a container dropped and damaged. With the vessel in drydock initial damage inspections were held by underwriters' surveyor, Class and a shipowners' superintendent. Damage was noted to be extensive, it being confirmed that following the grounding and refloating attempts the vessel's propeller and rudder were damaged and, in addition, the tailshaft was noted to be misaligned.

Permanent repairs were carried out from 1st to 31st December 2017

B. GENERAL AVERAGE

1. Basis of General Average

At the time of the occurrence giving rise to General Average, the vessel was under Time Charter and was proceeding, with 3,000 teus of containerized general cargo on board, from New York bound for discharge at Shanghai, China.

The relevant Time Charter Party provides for General Average to be adjusted, stated and settled, according to the York-Antwerp Rules 1994 or any amendments thereto according to the laws and usages at the port of London.

2. Common safety and Safe Prosecution of Voyage

We have discussed the circumstances with the general interest surveyor and are satisfied that:

- as a result of the grounding, the vessel and her cargo were in peril and it was necessary for the vessel to be refloated/salved in order to reduce the potential risks of structural hull damage and collision with other vessels. The efforts to refloat the vessel were necessary for the common safety.

The basis of the claim for general average arises accordingly in respect of the costs of refloating the vessel.

ADJUSTMENT OF CLAIM

3. General Average Allowances

The major allowances in General Average in this adjustment in terms of York-Antwerp Rules 1974 as amended 1990 consist of:

- LOF Salvage (Rule VI),
- Cost of towage, port charges and crew wages
- Cost of repairing main engine (Rule VII),
- Cost of repairing shell plating, rudder and propeller (Rule C)
- Cost of repairing the assisting tug (Rule C),
- Cost of discharging and reloading cargo (Rule X)
- Cost of forwarding cargo (Rule F)
- Damage to cargo (Rule C)

C. PARTICULAR AVERAGE

1. Cause of Damage and Policy Liability

Collision is a peril of the seas and the claim for the reasonable cost of the repairs is recoverable from hull underwriters under Clause 6.1.1 of the Institute Time Clauses – Hulls 1.10.83.

2. Cost of Drydocking

The vessel was specially drydocked at New Orleans in December 2017 to carry out permanent repairs. Accordingly, the full costs of drydocking/undocking the vessel, the necessary drydock dues and general services charges have been allowed in full to Particular Average under Rule D5 of the Rules of Practice of the Association of Average Adjusters.

D. COLLISION PROCEEDINGS

The claim of the "Containership One" was put forward at US\$5,000,000 and the claim of the "Bulkier Two" was put forward at US\$3,000,000.

Following lengthy negotiations between the solicitors concerned liability for the collision was initially agreed at 25/75 in favour of the "Containership One".

E. APPROVAL OF ACCOUNTS

The major accounts included herein have been submitted to the underwriters' surveyor for approval and our allowances are based on his advice.

F. TECHNICAL MATTERS

On technical matters arising in this case, we have consulted our in-house surveyor.

ADJUSTMENT OF CLAIM

G. PAYMENT OF ACCOUNTS

Except where otherwise specially noted, we have seen all vouchers customarily produced for the disbursements included herein and have either seen some documentary evidence indicating payment or have received, in reply to our specific enquiry, advice from the Assured that payment has been effected.

H. APPENDICES

- A) Reports and Correspondence
- B) Disbursements Details
- C) Accounts
- D) Financial Balance

ADJUSTMENT OF CLAIM

SUMMARY OF DISBURSEMENTS

	<u>Total US\$</u>	<u>General Average</u>	<u>Particular Average</u>
<u>At New Orleans</u>			
Collision damage.....	2,000,000		2,000,000
Grounding damage to bottom.....	1,500,000		1,500,000
contact with tug.....	300,000	300,000	
Main engine and parts.....	750,000	750,000	
Propeller, tailshaft and rudder.....	500,000	250,000	250,000
Drydocking, berth dues and services.....	425,000	75,000	350,000
Superintendency, Class.....	150,000	50,000	100,000
	5,625,000	1,425,000	4,200,000
<u>Other disbursements</u>			
Discharge, forwarding cargo etc.....	1,000,000	1,000,000.00	
Cargo damage.....	500,000	500,000.00	
Towage, port charges.....	100,000	100,000.00	
Crew wages.....	3,000,000	3,000,000.00	
(Ignoring Commission and Interest)			
	10,225,000	6,025,000	4,200,000

Assuming that the vessel's contributory value
is 10% of the total CV.

Ship's proportion of general average..... US\$602,500

YORK-ANTWERP RULES 1994

RULE OF INTERPRETATION

In the adjustment of general average the following Rules shall apply to the exclusion of any Law and Practice inconsistent therewith.

Except as provided by the Rule Paramount and the numbered Rules, general average shall be adjusted according to the lettered Rules.

RULE PARAMOUNT

In no case shall there be any allowance for sacrifice or expenditure unless reasonably made or incurred.

RULE A

There is a general average act, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure.

General average sacrifices and expenditures shall be borne by the different contributing interests on the basis hereinafter provided.

RULE B

There is a common maritime adventure when one or more vessels are towing or pushing another vessel or vessels, provided that they are all involved in commercial activities and not in a salvage operation.

When measures are taken to preserve the vessels and their cargoes, if any, from a common peril, these Rules shall apply.

A vessel is not in common peril with another vessel or vessels if by simply disconnecting from the other vessel or vessels she is in safety; but if the disconnection is itself a general average act the common maritime adventure continues.

RULE C

Only such losses, damages or expenses which are the direct consequence of the general average act shall be allowed as general average.

In no case shall there be any allowance in general average for losses, damages or expenses incurred in respect of damage to the environment or in consequence of the escape or release of pollutant substances from the property involved in the common maritime adventure.

Demurrage, loss of market, and any loss or damage sustained or expense incurred by reason of delay, whether on the voyage or subsequently, and any indirect loss whatsoever, shall not be admitted as general average.

YORK-ANTWERP RULES 1994

RULE D

Rights to contribution in general average shall not be affected, through the event which gave rise to the sacrifice or expenditure may have been due to the fault of one of the parties to the adventure, but this shall not prejudice any remedies or defences which may be open against or to that party in respect of such fault.

RULE E

The onus of proof is upon the party claiming in general average to show that the loss or expense claimed is properly allowable as general average.

All parties claiming in general average shall give notice in writing to the average adjuster of the loss or expense in respect of which they claim contribution within 12 months of the date of the termination of the common maritime adventure.

Failing such notification, or if within 12 months of a request for the same any of the parties shall fail to supply evidence in support of a notified claim, or particulars of value in respect of a contributory interest, the average adjuster shall be at liberty to estimate the extent of the allowance or the contributory value on the basis of the information available to him, which estimate may be challenged only on the ground that it is manifestly incorrect.

RULE F

Any additional expense incurred in place of another expense which would have been allowable as general average shall be deemed to be general average and so allowed without regard to the saving, if any, to other interests, but only up to the amount of the general average expense avoided.

RULE G

General average shall be adjusted as regards both loss and contribution upon the basis of values at the time and place when and where the adventure ends.

This Rule shall not affect the determination of the place at which the average statement is to be made up.

When a ship is at any port or place in circumstances which would give rise to an allowance in general average under the provisions of Rules X and XI, and the cargo or part thereof is forwarded to destination by other means, rights and liabilities in general average shall, subject to cargo interests being notified if practicable, remain as nearly as possible the same as they would have been in the absence of such forwarding, as if the adventure had continued in the original ship for so long as justifiable under the contract of affreightment and the applicable law.

The proportion attaching to cargo of the allowances made in general average by reason of applying the third paragraph of this Rule shall not exceed the cost which would have been borne by the owners of cargo if the cargo had been forwarded at their expense.

YORK-ANTWERP RULES 1994

RULE I.-JETTISON OF CARGO

No jettison of cargo shall be made good as general average, unless such cargo is carried in accordance with the recognized custom of the trade.

RULE II.-LOSS OR DAMAGE BY SACRIFICES FOR THE COMMON SAFETY

Loss of or damage to the property involved in the common maritime adventure by or in consequence of a sacrifice made for the common safety, and by water which goes down a ship's hatches opened or other opening made for the purpose of making a jettison for the common safety, shall be made good as general average.

RULE III.-EXTINGUISHING FIRE ON SHIPBOARD

Damage done to a ship and cargo, or either of them, by water or otherwise, including damage by beaching or scuttling a burning ship, in extinguishing a fire on board the ship, shall be made good as general average; except that no compensation shall be made for damage by smoke however caused or by heat of the fire.

RULE IV.-CUTTING AWAY WRECK

Loss or damage sustained by cutting away wreck or parts of the ship which have been previously carried away or are effectively lost by accident shall not be made good as general average.

RULE V.-VOLUNTARY STRANDING

When a ship is intentionally run on shore for the common safety, whether or not she might have been driven on shore, the consequent loss or damage to the property involved in the common maritime adventure shall be allowed in general average.

RULE VI.-SALVAGE REMUNERATION

(a) Expenditure incurred by the parties to the adventure in the nature of salvage, whether under contract or otherwise, shall be allowed in general average provided that the salvage operations were carried out for the purpose of preserving from peril the property involved in the common maritime adventure.

Expenditure allowed in general average shall include any salvage remuneration in which the skill and efforts of the salvors in preventing or minimizing damage to the environment such as is referred to in Article 13 paragraph 1(b) of the International Convention on Salvage, 1989 have been taken into account.

(b) Special compensation payable to a salvor by the shipowner under Article 14 of the said Convention to the extent specified in paragraph 4 of that Article or under any other provision similar in substance shall not be allowed in general average.

RULE VII.-DAMAGE TO MACHINERY AND BOILERS

Damage caused to any machinery and boilers of a ship which is ashore and in a position of peril, in endeavouring to refloat, shall be allowed in general average when shown to have arisen from an actual intention to float the ship for the common safety at the risk of such damage; but where a ship is afloat no loss or damage caused by working the propelling machinery and boilers shall in any circumstances be made good as general average.

YORK-ANTWERP RULES 1994

RULE VIII.-EXPENSES LIGHTENING A SHIP WHEN ASHORE, AND CONSEQUENT DAMAGE

When a ship is ashore and cargo and ship's fuel and stores or any of them are discharged as a general average act, the extra cost of lightening, lighter hire and reshipping (if incurred), and any loss or damage to the property involved in the common maritime adventure in consequence thereof, shall be admitted as general average.

RULE IX.-CARGO, SHIP'S MATERIALS AND STORES USED FOR FUEL

Cargo, ship's materials and stores, or any of them, necessarily used for fuel for the common safety at a time of peril shall be admitted as general average, but when such an allowance is made for the cost of the ship's materials and stores the general average shall be credited with the estimated cost of the fuel which would otherwise have been consumed in prosecuting the intended voyage.

RULE X.-EXPENSES AT PORT OF REFUGE, ETC.

(a) When a ship shall have entered a port or place of refuge or shall have returned to her port or place of loading in consequence of accident, sacrifice or other extraordinary circumstances which render that necessary for the common safety, the expenses of entering such port or place shall be admitted as general average; and when she shall have sailed thence with her original cargo, or a part of it, the corresponding expenses of leaving such port or place consequent upon such entry or return shall likewise be admitted as general average.

When a ship is at any port or place of refuge and is necessarily removed to another port or place because repairs cannot be carried out in the first port or place, the provisions of this Rule shall be applied to the second port or place as if it were a port or place of refuge and the cost of such removal including temporary repairs and towage shall be admitted as general average. The provisions of Rule XI shall be applied to the prolongation of the voyage occasioned by such removal.

(b) The cost of handling on board or discharging cargo, fuel or stores whether at a port or place of loading, call or refuge, shall be admitted as general average, when the handling or discharge was necessary for the common safety or to enable damage to the ship caused by sacrifice or accident to be repaired, if the repairs were necessary for the safe prosecution of the voyage, except in cases where the damage to the ship is discovered at a port or place of loading or call without any accident or other extraordinary circumstance connected with such damage having taken place during the voyage.

The cost of handling on board or discharging cargo, fuel or stores shall not be admissible as general average when incurred solely for the purpose of re-stowage due to shifting during the voyage, unless such restowage is necessary for the common safety.

(c) Whenever the cost of handling or discharging cargo, fuel or stores is admissible as general average, the costs of storage, including insurance if reasonably incurred, reloading and stowing of such cargo, fuel or stores shall likewise be admitted as general average. The provisions of Rule XI shall be applied to the extra period of detention occasioned by such reloading or restowing.

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But when the ship is condemned or does not proceed on her original voyage, storage expenses shall be admitted as general average only up to the date of the ship's condemnation or of the abandonment of the voyage or up to the date of completion of discharge of cargo if the condemnation or abandonment takes place before that date.

RULE XI.-WAGES AND MAINTENANCE OF CREW AND OTHER EXPENSES BEARING UP FOR AND IN A PORT OF REFUGE, ETC.

(a) Wages and maintenance of master, officers and crew reasonably incurred and fuel and stores consumed during the prolongation of the voyage occasioned by a ship entering a port or place of refuge or returning to her port or place of loading shall be admitted as general average when the expenses of entering such port or place are allowable in general average in accordance with Rule X (a).

(b) When a ship shall have entered or been detained in any port or place in consequence of accident, sacrifice or other extraordinary circumstances which render that necessary for the common safety, or to enable damage to the ship caused by sacrifice or accident to be repaired, if the repairs were necessary for the safe prosecution of the voyage, the wages and maintenance of the master, officers and crew reasonably incurred during the extra period of detention in such port or place until the ship shall or should have been made ready to proceed upon her voyage, shall be admitted in general average.

Fuel and stores consumed during the extra period of detention shall be admitted as general average, except such fuel and stores as are consumed in effecting repairs not allowable in general average.

Port charges incurred during the extra period of detention shall likewise be admitted as general average except such charges as are incurred solely by reason of repairs not allowable in general average.

Provided that when damage to the ship is discovered at a port or place of loading or call without any accident or other extraordinary circumstance connected with such damage having taken place during the voyage, then the wages and maintenance of master, officers and crew and fuel and stores consumed and port charges incurred during the extra detention for repairs to damages so discovered shall not be admissible as general average, even if the repairs are necessary for the safe prosecution of the voyage.

When the ship is condemned or does not proceed on her original voyage, the wages and maintenance of the master, officers and crew and fuel and stores consumed and port charges shall be admitted as general average only up to the date of the ship's condemnation or of the abandonment of the voyage or up to the date of completion of discharge of cargo if the condemnation or abandonment takes place before that date.

(c) For the purpose of this and the other Rules wages shall include all payments made to or for the benefit of the master, officers and crew, whether such payments be imposed by law upon the shipowners or articles be made under the terms or articles of employment.

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(d) The cost of measures undertaken to prevent or minimise damage to the environment shall be allowed in general average when incurred in any or all of the following circumstances:

(i) as part of an operation performed for the common safety which, had it been undertaken by a party outside the common maritime adventure, would have entitled such party to a salvage reward;

(ii) as a condition of entry into or departure from any port or place in the circumstances prescribed in Rule X (a);

(iii) as a condition of remaining at any port or place in the circumstances prescribed in Rule XI (b), provided that when there is an actual escape or release of pollutant substances the cost of any additional measures required on that account to prevent or minimise pollution or environmental damage shall not be allowed as general average.

(iv) necessarily in connection with the discharging, storing or reloading of cargo whenever the cost of those operations is admissible as general average.

RULE XII.-DAMAGE TO CARGO IN DISCHARGING, ETC.

Damage to or loss of cargo, fuel or stores sustained in consequence of their handling, discharging, storing, reloading and stowing shall be made good as general average, when and only when the cost of those measures respectively is admitted as general average.

RULE XIII.-DEDUCTIONS FROM COST OF REPAIRS

Repairs to be allowed in general average shall not be subject to deductions in respect of "new for old" where old material or parts are replaced by new unless the ship is over fifteen years old in which case there shall be a deduction of one third. The deductions shall be regulated by the age of the ship from the 31st December of the year of completion of construction to the date of the general average act, except for insulation, life and similar boats, communications and navigational apparatus and equipment, machinery and boilers for which the deductions shall be regulated by the age of the particular parts to which they apply.

The deductions shall be made only from the cost of the new material or parts when finished and ready to be installed in the ship.

No deduction shall be made in respect of provisions, stores, anchors and chain cables.

Drydock and slipway dues and costs of shifting the ship shall be allowed in full.

The costs of cleaning, painting or coating of bottom shall not be allowed in general average unless the bottom has been painted or coated within the twelve months preceding the date of the general average act in which case one half of such costs shall be allowed.

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RULE XIV.-TEMPORARY REPAIRS

Where temporary repairs are effected to a ship at a port of loading, call or refuge, for the common safety, or of damage caused by general average sacrifice, the cost of such repairs shall be admitted as general average.

Where temporary repairs of accidental damage are effected in order to enable the adventure to be completed, the cost of such repairs shall be admitted as general average without regard to the saving, if any, to other interests, but only up to the saving in expense which would have been incurred and allowed in general average if such repairs had not been effected there.

No deductions "new for old" shall be made from the cost of temporary repairs allowable as general average.

RULE XV.-LOSS OF FREIGHT

Loss of freight arising from damage to or loss of cargo shall be made good as general average, either when caused by a general average act, or when the damage to or loss of cargo is so made good.

Deduction shall be made from the amount of gross freight lost, of the charges which the owner thereof would have incurred to earn such freight, but has, in consequence of the sacrifice, not incurred.

RULE XVI.-AMOUNT TO BE MADE GOOD FOR CARGO LOST OR DAMAGED BY SACRIFICE

The amount to be made good as general average for damage to or loss of cargo sacrificed shall be the loss which has been sustained thereby based on the value at the time of discharge, ascertained from the commercial invoice rendered to the receiver or if there is no such invoice from the shipped value. The value at the time of discharge shall include the cost of insurance and freight except insofar as such freight is at the risk of interests other than the cargo.

When cargo so damaged is sold and the amount of the damage has not been otherwise agreed, the loss to be made good in general average shall be the difference between the net proceeds of sale and the net sound value as computed in the first paragraph of this Rule.

RULE XVII.-CONTRIBUTORY VALUES

The contribution to a general average shall be made upon the actual net values of the property at the termination of the adventure except that the value of cargo shall be the value at the time of discharge, ascertained from the commercial invoice rendered to the receiver or if there is no such invoice from the shipped value. The value of the cargo shall include the cost of insurance and freight unless and insofar as such freight is at the risk of interests other than the cargo, deducting therefrom any loss or damage suffered by the cargo prior to or at the time of discharge. The value of the ship shall be assessed without taking into account the beneficial or detrimental effect of any demise or time charterparty to which the ship may be committed.

To these values shall be added the amount made good as general average for property sacrificed, if not already included, deduction being made from the freight and passage money at risk of such charges and crew's wages as would not have been incurred in earning the freight had the ship

YORK-ANTWERP RULES 1994

and cargo been totally lost at the date of the general average act and have not been allowed as general average; deduction being also made from the value of the property of all extra charges incurred in respect thereof subsequently to the general average act, except such charges as are allowed in general average or fall upon the ship by virtue of an award for special compensation under Article 14 of the International Convention on Salvage, 1989 or under any other provision similar in substance.

In the circumstances envisaged in the third paragraph of Rule G, the cargo and other property shall contribute on the basis of its value upon delivery at original destination unless sold or otherwise disposed of short of that destination, and the ship shall contribute upon its actual net value at the time of completion of discharge of cargo.

Where cargo is sold short of destination, however, it shall contribute upon the actual net proceeds of sale, with the addition of any amount made good as general average.

Mails, passengers' luggage, personal effects and accompanied private motor vehicles shall not contribute in general average.

RULE XVIII.-DAMAGE TO SHIP

The amount to be allowed as general average for damage or loss to the ship, her machinery and/or gear caused by a general average act shall be as follows:

(a) When repaired or replaced,

The actual reasonable cost of repairing or replacing such damage or loss, subject to deductions in accordance with Rule XIII;

(b) When not repaired or replaced,

The reasonable depreciation arising from such damage or loss, but not exceeding the estimated cost of repairs. But where the ship is an actual total loss or when the cost of repairs of the damage would exceed the value of the ship when repaired, the amount to be allowed as general average shall be the difference between the estimated sound value of the ship after deducting therefrom the estimated cost of repairing damage which is not general average and the value of the ship in her damaged state which may be measured by the net proceeds of sale, if any.

RULE XIX.-UNDECLARED OR WRONGFULLY DECLARED CARGO

Damage or loss caused to goods loaded without the knowledge of the shipowner or his agent or to goods wilfully misdescribed at time of shipment shall not be allowed as general average, but such goods shall remain liable to contribute, if saved.

Damage or loss caused to goods which have been wrongfully declared on shipment at a value which is lower than their real value shall be contributed for at the declared value, but such goods shall contribute upon their actual value.

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RULE XX. PROVISION OF FUNDS

A commission of 2 per cent. on general average disbursements, other than the wages and maintenance of master, officers and crew and fuel and stores not replaced during the voyage, shall be allowed in general average.

The capital loss sustained by the owners of goods sold for the purpose of raising funds to defray general average shall be allowed in general average.

The cost of insuring general average disbursements shall also be admitted in general average.

RULE XXI. - INTEREST ON LOSSES MADE GOOD IN GENERAL AVERAGE

Interest shall be allowed on expenditure, sacrifices and allowances in general average at the rate of 7 per cent. per annum, until three months after the date of issue of the general average adjustment, due allowance being made for any payment on account by the contributory interests or from the general average deposit fund.

RULE XXII.-TREATMENT OF CASH DEPOSITS

Where cash deposits have been collected in respect of cargo's liability for general average, salvage or special charges, such deposits shall be paid without any delay into a special account in the joint names of a representative nominated on behalf of the shipowner and a representative nominated on behalf of the depositors in a bank to be approved by both. The sum so deposited, together with accrued interest, if any, shall be held as security for payment to the parties entitled thereto of the general average, salvage or special charges payable by cargo in respect to which the deposits have been collected. Payments on account or refunds of deposits may be made if certified to in writing by the average adjuster. Such deposits and payments or refunds shall be without prejudice to the ultimate liability of the parties.

Overseas Adjusters & Surveyors Co., Ltd.

(Since 1975)

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Scope of Services

- Representative of Charles Taylor (a provider of cost effective advisory and management services to global marine, non-marine, energy and aviation sectors)
- Expert claims handling and adjusting services in respect of the following:
 - ♦ General Average
 - ♦ Hull & Machinery Claims
 - ♦ Cargo Claims
 - ♦ Ship Builders' Risks & Ship Repairers' Liability
 - ♦ Loss of Earnings
 - ♦ Marine Liability Claims involving P&I, Freight Forwarders, Charterers, Port & Terminal Operators
- Survey activities in respect of the above
- Recoveries against third parties in respect of the above
- Major marine casualty management protecting the rights of cargo or hull interests throughout
- Advisory services – consultancy on marine claims, law, clauses and market practice

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We, in conjunction with the professional teams at Hong Kong and Shanghai, led by **Benson Chiu** and **Yibing Xu**, respectively, combine technical, insurance and legal expertise to form a marine team in Greater China, having the global coverage and specific experience to coordinate and provide a service tailored to individual requirements, complemented by other skills within CT. Further details may be found at www.ctplc.com.

What we can offer

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- Around-the-clock service 24/7

安生理算檢定有限公司

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服務範圍

- 為Charles Taylor集團代表 (CT為一提供全球海事，非水，能源及航空領域，經濟又有效率之諮詢及管理服務機構)
- 提供下列各方面之專業理賠處理及理算服務：
 - ◆ 共同海損
 - ◆ 船體保險理賠
 - ◆ 貨物保險理賠
 - ◆ 船舶建造險及船舶修理人責任
 - ◆ 營業損失
 - ◆ 船東互助協會，承攬運送人，傭船人，港口及貨櫃集散場管理等方面的責任險理賠
- 關於上述的檢驗工作
- 關於上述的對第三人追償
- 重大海難事故的處理，保障貨方或船方一方所有方面的權利
- 顧問服務 — 海事求償，法律，條款及市場慣例方面的諮詢

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我們是結合了由CT香港公司的趙國坤(Benson Chiu)及CT上海公司的徐義兵(Yibing Xu)所各自領導的專業團隊，包含專業技術、保險及法律方面的專業知識而形成的一個大中華地區的海事服務團隊，擁有着遍及全球和特殊的海事處理經驗為個各不同的需求提供量身定做的服務，並且CT集團也會提供其他方面的技術以補足客戶的需要，詳述於www.ctplc.com.

我們能提供

- 我們所堅持的信念 — 誠信，效率和專業
- 依據客戶的需要提供量身訂做的服務
- 簡潔即時的回報給客戶
- CT各分公司遍及全球，並擁有處理各種保險理賠類型的專家
- 我們長期的從事於提供專業及專人的服務
- 商業知識及經驗
- 全天候服務