<u>1974</u>	<u>1994</u>	<u>2004</u>
Rule of Interpretation	Rule of Interpretation	Rule of Interpretation
In the adjustment of general average the following	In the adjustment of general average the following	In the adjustment of general average the following
lettered and numbered Rules shall apply to the	lettered and numbered Rules shall apply to the	lettered and numbered Rules shall apply to the
exclusion of any Law and Practice inconsistent	exclusion of any Law and Practice inconsistent	exclusion of any Law and Practice inconsistent
therewith.	therewith.	therewith.
Except as provided by the numbered Rules, general	Except as provided by the numbered Rules, general	Except as provided by the Rule Paramount and the
average shall be adjusted according to the lettered	average shall be adjusted according to the lettered	numbered Rules, general average shall be adjusted
Rules.	Rules.	according to the lettered Rules.
	Rule Paramount	Rule Paramount
	In no case shall there be any allowance for sacrifice or	In no case shall there be any allowance for sacrifice or
	expenditure unless reasonably made or incurred.	expenditure unless reasonably made or incurred.
Rule A	Rule A	Rule A
There is a general average act when, and only when,	There is a general average act when, and only when,	There is a general average act when, and only when,
any extraordinary sacrifice or expenditure is	any extraordinary sacrifice or expenditure is	any extraordinary sacrifice or expenditure is
intentionally incurred for the common safety for the	intentionally incurred for the common safety for the	intentionally incurred for the common safety for the
purpose of preserving from peril the property involved	purpose of preserving from peril the property involved	purpose of preserving from peril the property involved
in a common maritime adventure.	in a common maritime adventure.	in a common maritime adventure.
	General average sacrifices and expenditure shall be	General average sacrifices and expenditure shall be
	borne by different contributing interests on the basis	borne by different contributing interests on the basis
	hereinafter provided.	hereinafter provided.
Rule B	Rule B	Rule B
General average sacrifices and expenses shall be	There is a common maritime adventure when one or	There is a common maritime adventure when one or
borne by different contributing interests on the basis	more vessels are towing or pushing another vessel or	more vessels are towing or pushing another vessel or
provided hereafter.	vessels, provided that they are all involved in	vessels, provided that they are all involved in
	commercial activities and not in a salvage operation.	commercial activities and not in a salvage operation.
	When measures are taken to preserve the vessels and	When measures are taken to preserve the vessels and
	their cargoes, if any, from a common peril, these Rules	their cargoes, if any, from a common peril, these Rules
	shall apply.	shall apply.
	A vessel is not in common peril with another vessel or	A vessel is not in common peril with another vessel or
	vessels if by simply disconnecting from the other	vessels if by simply disconnecting from the other
	vessel or vessels she is in safety; but if the	vessel or vessels she is in safety; but if the
	disconnection is itself a general average act the	disconnection is itself a general average act the
	common maritime adventure continues.	common maritime adventure continues.
Rule C	Rule C	Rule C
Only such losses, damages or expenses which are the	Only such losses, damages or expenses which are the	Only such losses, damages or expenses which are the
direct consequence of the general average act shall be	direct consequence of the general average act shall be	direct consequence of the general average act shall be
allowed as general average.	allowed as general average.	allowed as general average.
Loss or damage sustained by the ship or cargo through	In no case shall there be any allowance in general	In no case shall there be any allowance in general
delay, whether on the voyage or subsequently, such as	average for losses, damages or expenses incurred in	average for losses, damages or expenses incurred in
demurrage, and any indirect loss whatsoever, such as	respect of damage to the environment or in	respect of damage to the environment or in
loss of market, shall not be admitted as general	consequence of the escape or release of pollutant	consequence of the escape or release of pollutant
average.	substances from the property involved in the common	substances from the property involved in the common

	maritima advantura	maritima advantura
	maritime adventure.	maritime adventure.
	Demurrage, loss of market, and any loss or damage	Demurrage, loss of market, and any loss or damage
	sustained or expense incurred by reason of delay,	sustained or expense incurred by reason of delay,
	whether on the voyage or subsequently, and any	whether on the voyage or subsequently, and any
	indirect loss whatsoever, shall not be admitted as	indirect loss whatsoever, shall not be allowed as
	general average.	general average.
Rule D	Rule D	Rule D
Rights to contribution in general average shall not be	Rights to contribution in general average shall not be	Rights to contribution in general average shall not be
affected though the event which gave rise to the	affected though the event which gave rise to the	affected though the event which gave rise to the
sacrifice or expenditure may have been due to the	sacrifice or expenditure may have been due to the	sacrifice or expenditure may have been due to the
fault of one of the parties to the adventure, but this	fault of one of the parties to the adventure, but this	fault of one of the parties to the adventure, but this
shall not prejudice any remedies which may be open	shall not prejudice any remedies which may be open	shall not prejudice any remedies which may be open
against or to that party of such fault.	against or to that party of such fault.	against or to that party of such fault.
Rule E	Rule E	Rule E
The onus of proof is upon the party claiming in general	The onus of proof is upon the party claiming in general	The onus of proof is upon the party claiming in general
average to show that the loss or expense claimed is	average to show that the loss or expense claimed is	average to show that the loss or expense claimed is
properly allowable as general average.	properly allowable as general average.	properly allowable as general average.
	All parties claiming in general average shall give notice	All parties claiming in general average shall give notice
	in writing to the average adjuster of the loss or	in writing to the average adjuster of the loss or
	expense in respect of which they claim contribution	expense in respect of which they claim contribution
	within 12 months of the date of the termination of the	within 12 months of the date of the termination of the
	common maritime adventure.	common maritime adventure.
	Failing such notification, or if within 12 months of a	Failing such notification, or if within 12 months of a
	request for the same any of the parties shall fail to	request for the same any of the parties shall fail to
	supply evidence in support of a notified claim, or	supply evidence in support of a notified claim, or
	particulars of value in respect of a contributory	particulars of value in respect of a contributory
	interest, the average adjuster shall be at liberty to	interest, the average adjuster shall be at liberty to
	estimate the extent of the allowance or the	estimate the extent of the allowance or the
	contributory value on the basis of the information	contributory value on the basis of the information
	available to him, which may be challenged only on the	available to him, which may be challenged only on the
	ground that it is manifestly incorrect.	ground that it is manifestly incorrect.
Rule F	Rule F	Rule F
Any extra expense incurred in place of another	Any extra expense incurred in place of another	Any extra expense incurred in place of another
expense which would have been allowable as general	expense which would have been allowable as general	expense which would have been allowable as general
average shall be deemed to be general average and so	average shall be deemed to be general average and so	average shall be deemed to be general average and so
allowed without regard to the saving, if any, to other	allowed without regard to the saving, if any, to other	allowed without regard to the saving, if any, to other
interests, but only up to the amount of the general	interests, but only up to the amount of the general	interests, but only up to the amount of the general
average expense avoided.	average expense avoided.	average expense avoided.
Rule G	Rule G	Rule G
General average shall be adjusted as regards both loss	General average shall be adjusted as regards both loss	General average shall be adjusted as regards both loss
and contribution upon the basis of values at the time	and contribution upon the basis of values at the time	and contribution upon the basis of values at the time
and place when and where the adventure ends.	and place when and where the adventure ends.	and place when and where the adventure ends.
This rule shall not affect the determination of the	this rule shall not affect the determination of the place	This rule shall not affect the determination of the

	and the state of t	
place at which the average statement is to be made	at which the average statement is to be made up	place at which the average statement is to be made
up.	When a ship is at any port or place in circumstances	up.
	which would give rise to an allowance in general	When a ship is at any port or place in circumstances
	average under the provisions of Rules X and XI, and	which would give rise to an allowance in general
	the cargo or part thereof is forwarded to destination	average under the provisions of Rules X and XI, and
	by other means, rights and liabilities in general	the cargo or part thereof is forwarded to destination
	average shall, subject to cargo interest, being notified	by other means, rights and liabilities in general
	if practicable, remain as nearly as possible the same as	average shall, subject to cargo interest, being notified
	they would have been in the absence of such	if practicable, remain as nearly as possible the same as
	forwarding, as if the adventure had continued in the	they would have been in the absence of such
	original ship for so long as justifiable under the	forwarding, as if the adventure had continued in the
	contract of affreightment and the applicable law.	original ship for so long as justifiable under the
	The proportion attaching to cargo of allowances made	contract of affreightment and the applicable law.
	in general average by reason of applying the third	The proportion attaching to cargo of allowances made
	paragraph of this Rule shall not exceed the cost which	in general average by reason of applying the third
	would have been borne by the owners of the cargo if	paragraph of this Rule shall not exceed the cost which
	the cargo had been forwarded at their expense.	would have been borne by the owners of the cargo if
		the cargo had been forwarded at their expense.
Rule I. Jettison of Cargo	Rule I. Jettison of Cargo	Rule I. Jettison of Cargo
No jettison of cargo shall be made good in general	No jettison of cargo shall be made good in general	No jettison of cargo shall be allowed as general
average, unless such cargo is carried in accordance	average, unless such cargo is carried in accordance	average, unless such cargo is carried in accordance
with the recognized custom of the trade.	with the recognized custom of the trade.	with the recognized custom of the trade.
	-	-
Rule II. Damage by Jettison and Sacrifice for the	Rule II. Damage by Jettison and Sacrifice for the	Rule II. Damage by Jettison and Sacrifice for the
Rule II. Damage by Jettison and Sacrifice for the Common Safety	Rule II. Damage by Jettison and Sacrifice for the Common Safety	Rule II. Damage by Jettison and Sacrifice for the Common Safety
	- .	
Common Safety Damage done to a ship and cargo, or either of them,	Common Safety Loss of or damage to the property involved in the	Common Safety Loss of or damage to the property involved in the
Common Safety Damage done to a ship and cargo, or either of them, by or in consequence of a sacrifice made for the	Common Safety Loss of or damage to the property involved in the common maritime adventure by or in consequence of	Common Safety Loss of or damage to the property involved in the common maritime adventure by or in consequence of
Common Safety Damage done to a ship and cargo, or either of them, by or in consequence of a sacrifice made for the common safety, and by water which goes down a	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	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
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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
Common Safety Damage done to a ship and cargo, or either of them, 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,	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	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
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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
Common Safety Damage done to a ship and cargo, or either of them, 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,	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	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 allowed as general
Common Safety Damage done to a ship and cargo, or either of them, 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.	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	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 allowed as general average
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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 allowed as general average Rule III. Extinguishing Fire on Shipboard
Common Safety Damage done to a ship and cargo, or either of them, 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,	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,	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 allowed as general average Rule III. Extinguishing Fire on Shipboard Damage done to a ship and cargo, or either of them,
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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 allowed 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
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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 allowed 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
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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 allowed 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 allowed as general average;
Common Safety Damage done to a ship and cargo, or either of them, 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	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	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 allowed 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 allowed as general average; except that no allowance shall be made for damage by
Common Safety Damage done to a ship and cargo, or either of them, 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	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 or heat howsoever caused or by	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 allowed 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 allowed as general average; except that no allowance shall be made for damage by smoke or heat howsoever caused or by heat of the
Common Safety Damage done to a ship and cargo, or either of them, 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 or heat howsoever caused.	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 or heat howsoever caused or by heat of the fire.	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 allowed 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 allowed as general average; except that no allowance shall be made for damage by smoke or heat howsoever caused or by heat of the fire.
Common Safety Damage done to a ship and cargo, or either of them, 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 or heat howsoever caused. Rule IV. Cutting away Wreck	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 or heat howsoever caused or by heat of the fire. Rule IV. Cutting away Wreck	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 allowed 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 allowed as general average; except that no allowance shall be made for damage by smoke or heat howsoever caused or by heat of the fire. Rule IV. Cutting away Wreck
Common Safety Damage done to a ship and cargo, or either of them, 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 or heat howsoever caused. Rule IV. Cutting away Wreck Loss or damage sustained by cutting away the wreck	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 or heat howsoever caused or by heat of the fire. Rule IV. Cutting away Wreck Loss or damage sustained by cutting away the wreck	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 allowed 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 allowed as general average; except that no allowance shall be made for damage by smoke or heat howsoever caused or by heat of the fire. Rule IV. Cutting away Wreck Loss or damage sustained by cutting away the wreck

average.	average.	allowed as general average.
Rule V. Voluntary Stranding	Rule V. Voluntary Stranding	Rule V. Voluntary Stranding
When a ship is intentionally run on shore for the	When a ship is intentionally run on shore for the	When a ship is intentionally run on shore for the
common safety, whether or not she might have been	common safety, whether or not she might have been	common safety, whether or not she might have been
driven on shore, the consequent loss or damage shall	driven on shore, the consequent loss or damage to the	driven on shore, the consequent loss or damage to the
be allowed in general average.	property involved in the common maritime adventure	property involved in the common maritime adventure
	shall be allowed in general average.	shall be allowed in general average.
Rule VI. Salvage Remuneration	Rule VI. Salvage Remuneration	Rule VI. Salvage Remuneration
Expenditure incurred by the parties to the adventure	(a) Expenditure incurred by the parties to the	(a) Salvage payments, including interest thereon
on account of salvage, whether under contract or	adventure in the nature of salvage, whether	and legal fees associated with such payments,
otherwise, shall be allowed in general average to the	under contract or otherwise, shall be allowed in	shall lie where they fall and shall not be allowed
extent that salvage operations were undertaken for	general average provided that the salvage	in general average, save only that if one party to
the purpose of preserving from peril the property	operations were carried out for the purpose of	the salvage have paid all or any of the proportion
involved in the common maritime adventure.	preserving from peril the property involved in	of salvage (including interest and legal fees) due
	the common maritime adventure.	from another party (calculated on the basis of
	Expenditure allowed in general average shall	salved values and not general average
York-Antwerp Rules (1974) as Amended 1990	include any salvage remuneration in which the	contributory values), the unpaid contribution to
(a) Expenditure incurred by the parties to the	skill and efforts of the salvors in preventing or	salvage due from that other party shall be
adventure in the nature of salvage, whether	minimizing damage to the environment such as	credited in the adjustment to the party that has
under contract or otherwise, shall be allowed in	referred to in Art. 13 paragraph 1 (b) of the	paid it, and debited to the party on whose behalf
general average provided that the salvage	International Convention on Salvage, 1989 have	the payment was made.
operations were carried out for the purpose of	been taken into account.	(b) Salvage payments referred to in paragraph (a)
preserving from peril the property involved in	(b) Special compensation payable to a salvor by the	above shall include any salvage remuneration in
the common maritime adventure.	shipowner under Art. 14 of the said Convention	which the skill and efforts of the salvors in
Expenditure allowed in general average shall	to the extent specified in paragraph 4 of that	preventing or minimizing damage to the
include any salvage remuneration in which the	Article or under any other provisions similar in	environment such as is referred to in Article 13
skill and efforts of the salvors in preventing or	substance shall not be allowed in general	paragraph 1(b) of the International Convention
minimizing damage to the environment such as	average.	on Salvage 1989 have been taken into account.
is referred to in Art. 13 paragraph 1(b) of the		(c) Special compensation payable to a salvor by the
International Convention on Salvage, 1989 have		shipowner under Article 14 of the said
been taken in account.		Convention to the extent specified in paragraph
(b) Special compensation payable to a salvor by the		4 of that Article or under any other provision
shipowner under Art. 14 of the said Convention		similar in substance (such as SCOPIC) shall not be
to the extent specified in paragraph 4 of that		allowed in general average and shall not be
Article or under any other provision similar in		considered a salvage payment as referred to in
substance shall not be allowed.		paragraph (a) of this Rule.
Rule VII. Damage to Machinery and Boilers	Rule VII. Damage to Machinery and Boilers	Rule VII. Damage to Machinery and Boilers
Damage caused to any machinery and boilers of a ship	Damage caused to any machinery and boilers of a ship	Damage caused to any machinery and boilers of a ship
which is ashore and in a position of peril in	which is ashore and in a position of peril in	which is ashore and in a position of peril in
endeavoring to refloat, shall be allowed in general	endeavoring to refloat, shall be allowed in general	endeavoring to refloat, shall be allowed in general
average when shown to have arisen from an actual	average when shown to have arisen from an actual	average when shown to have arisen from an actual
intention to float the ship for the common safety at	intention to float the ship for the common safety at	intention to float the ship for the common safety at
the risk of such damage; but where a ship is afloat no	the risk of such damage; but where a ship is afloat no	the risk of such damage; but where a ship is afloat no

loss or damage caused by working the propelling machinery and boilers shall be made good in general	loss or damage caused by working the propelling machinery and boilers shall be made good in general	loss or damage caused by working the propelling machinery and boilers shall be allowed in general
average.	average.	average.
Rule VIII. Expenses Lightening a Ship when Ashore, and Consequent Damage	Rule VIII. Expenses Lightening a Ship when Ashore,	Rule VIII. Expenses Lightening a Ship when Ashore,
When a ship is ashore and cargo and ship's fuel and	and Consequent Damage When a ship is ashore and cargo and ship's fuel and	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	stores or any of them are discharged as a general	stores or any of them are discharged as a general
average act, the extra cost of lightening, lighter hire	average act, the extra cost of lightening, lighter hire	average act, the extra cost of lightening, lighter hire
and reshipping (if incurred), and the loss and damage	and reshipping (if incurred), and the loss and damage	and reshipping (if incurred), and the loss and damage
sustained thereby, shall be admitted as general	to the property involved in the common adventure in	to the property involved in the common adventure in
average.	consequence thereof, shall be admitted as general	consequence thereof, shall be allowed as general
	average.	average.
Rule IX. Ship's Materials and Stores Burnt for Fuel	Rule IX. Cargo, Ship's Materials and Stores Burnt for	Rule IX. Cargo, Ship's Materials and Stores used for
Ship's materials stores, or any of them, necessarily	Fuel	Fuel
burnt for fuel for the common safety at a time for the	Cargo, ship's material and stores, or any of them,	Cargo, ship's material and stores, or any of them,
common safety at a time of peril, shall be admitted as	necessarily used for fuel for the common safety at a	necessarily used for fuel for the common safety at a
general average when and only when an ample supply	time of peril, shall be admitted as general average, but	time of peril, shall be allowed as general average, but
of fuel had been provided; but the estimated quantity	when such an allowance is made for the cost of ship's	when such an allowance is made for the cost of ship's
of fuel that would have been consumed, calculated at	materials and stores the general average shall be	materials and stores the general average shall be
the price current at the date of her leaving, shall be	credited with the estimate cost of the fuel which	credited with the estimate cost of the fuel which
credited to the general average.	would otherwise have been consumed in prosecuting	would otherwise have been consumed in prosecuting
	the intended voyage.	the intended voyage.
Rule X. Expenses at Port of Refuge, etc.	Rule X. Expenses at Port of Refuge, etc.	Rule X. Expenses at Port of Refuge, etc.
(a) When a ship shall have entered a port or place of	(a) When a ship shall have entered a port or place of	(a) (i) When a ship shall have entered a port or place
refuge, or shall have returned to her port or	refuge, or shall have returned to her port or	of refuge, or shall have returned to her port or
place of loading, in consequence of accident,	place of loading, in consequence of accident,	place of loading, in consequence of accident,
sacrifice or other extraordinary circumstances,	sacrifice or other extraordinary circumstances,	sacrifice or other extraordinary circumstances,
which render it necessary for the common	which render it necessary for the common	which render it necessary for the common
safety, the expenses of entering such port or	safety, the expenses of entering such port or	safety, the expenses of entering such port or
place shall be admitted as general average; and	place shall be admitted as general average; and	place shall be allowed as general average; and
when she shall have sailed thence with her	when she shall have sailed thence with her	when she shall have sailed thence with her
original cargo, or a part of it, the corresponding	original cargo, or a part of it, the corresponding	original cargo, or a part of it, the corresponding
expenses of leaving such port or place	expenses of leaving such port or place	expenses of leaving such port or place
<u>consequent upon such entry or return shall</u>	consequent upon such entry or return shall	<u>consequent upon such entry or return shall</u>
likewise be admitted as general average.	likewise be admitted as general average.	likewise be allowed as general average.
When a ship is at any port or place of refuge and	When a ship is at any port or place of refuge and	(ii)When a ship is at any port or place of refuge
is necessarily removed to another port or place	is necessarily removed to another port or place	and is necessarily removed to another port or
because repairs cannot be carried out in the first	because repairs cannot be carried out in the first	place of refuge because repairs cannot be
port or place, the provisions of this Rule shall be	port or place, the provisions of this Rule shall be	carried out in the first port or place, the
applied to the second port or place as if it were a	applied to the second port or place as if it were a	provisions of this Rule shall be applied to the
port or place of refuge and the cost of such	port or place of refuge and the cost of such	second port or place of refuge as if it were a port
removal including temporary repairs and towage	removal including temporary repairs and towage	or place of refuge and the cost of such removal
shall be admitted as general average. The	shall be admitted as general average. The	including temporary repairs and towage shall be

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 circumstances 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 restowage 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. But when a 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 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 circumstances 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 restowage 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. But when a 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 allowed as general average. The provisions of Rule XI shall be applied to the prolongation of the voyage occasioned by such removal.

- (b) (i) 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 allowed 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 circumstances connected with such damage having taken place during the voyage. (ii) The cost of handling on board or discharging cargo, fuel or stores shall not be allowable as general average when incurred solely for the purpose of restowage due to shifting during the
- the common safety.
 (c) Whenever the cost of handling or discharging cargo, fuel or stores is allowable as general average, the costs of storage, including insurance if reasonably incurred, reloading and stowing of such cargo, fuel or stores shall likewise be allowed as general average. The provisions of Rule XI shall be applied to the extra period of detention occasioned by such reloading or restowing. But when a ship is condemned or does not

voyage, unless such restowage is necessary for

proceed on her original voyage, storage expenses shall be allowed 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 putting in to and at 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 of 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 circumstance 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. 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 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, wages and maintenance of the master, officers and crew and fuel and stores consumed shall be admitted as general average only up to the date of the ships 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. Fuel and stores consumed during the extra period of detention shall be admitted as general

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 of 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 circumstance 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 discover 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 discovered shall not be admissible as general average, even if the repairs are necessary for the safe prosecution of the voyage. crew reasonably incurred and fuel and stores consumed during the prolongation of the voyage occasioned a ship entering a port or place of refuge or returning to her port or place of loading shall be allowed as general average when the expenses of entering such port or place are allowable as general average in accordance with Rule X (a).

(b) For the purpose of this and 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 be made under the terms of articles of employment. 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.

c) For the purposes 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 be made under the terms of articles of employment. When the ship is condemned or does not proceed on her original voyage, the wages and maintenance of the master, offices 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 of abandonment takes place before that date.

(c) For the purposes of this and 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 be made under the terms of articles of employment.

(c) (i) When a ship shall have entered or been detained in any port or place in consequence of accident, sacrifice or other extraordinary circumstance 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, fuel and stores consumed 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 allowed as general average, except such fuel and stores as are consumed in effecting repairs not allowable in general average.

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

(iii) 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 fuel and stores consumed and port charges incurred during the extra detention for repairs to damages so discovered shall not be allowable as general average, even if the repairs are necessary for the safe prosecution of the voyage. (iv) When the ship is condemned or does not proceed on her original voyage, fuel and stores consumed and port charges shall be allowed as

		general average only up to the date of the ship's
		condemnation or of abandonment of the voyage
		or up to the date of completion of discharge if
		the condemnation or abandonment takes place
		before that date.
d) When overtime is paid to the master, officers or	(d) The cost of measures undertaken to prevent or	(d) The cost of measures undertaken to prevent or
crew for maintenance of the ship or repairs, the	minimize damage to the environment shall be	minimize damage to the environment shall be
cost of which is not allowable in general average,	allowed in general average when incurred in any	allowed in general average when incurred in any
such over time shall be allowed in general	or all of the following circumstances:	or all of the following circumstances:
average only up to the saving in expense which	(i) as part of an operation performed for the	(i) as part of an operation performed for the
would have been incurred and admitted as	common safety which, had it been undertaken	common safety which, had it been undertaken
general average, had such overtime not been	by a party outside the common maritime	by a party outside the common maritime
incurred.	adventure, would have entitled such a party to a	adventure, would have entitled such a party to a
incurreur	salvage award;	salvage award;
	(ii) as a condition of entry into or departure from	(ii) as a condition of entry into or departure from
	any port or place in the circumstances	any port or place in the circumstances
	prescribed in Rule X (a);	prescribed in Rule X (a),
	(iii) is a condition of remaining at any port or	(iii) is a condition of remaining at any port or
	place in the circumstances prescribed in Rule X	place in the circumstances prescribed in Rule X
	(a), provided that when there is an actual escape	(c), provided that when there is an actual escape
	or release of pollutant substances the cost of any	or release of pollutant substances the cost of any
	additional measures required on that account to	additional measures required on that account to
	prevent or minimize pollution or environmental	prevent or minimize pollution or environmental
	damage shall not be allowed as general average;	damage shall not be allowed as general average;
	(iv) necessarily in connection with the	(iv) necessarily in connection with the
	discharging, storing or reloading of cargo	discharging, storing or reloading of cargo
	whenever the cost of those operations is	whenever the cost of those operations is
Dula XII. Damaga ta Canadin Disabanaina ata	admissible as general average.	allowable as general average.
Rule XII. Damage to Cargo in Discharging, etc	Rule XII. Damage to Cargo in Discharging, etc	Rule XII. Damage to Cargo in Discharging, etc
Damage to or loss of cargo fuel or stores caused in the	Damage to or loss of cargo, fuel or stores sustained in	Damage to or loss of cargo, fuel or stores sustained in
act of handling, discharging, storing, reloading and	consequence of their handling, discharging, storing,	consequence of their handling, discharging, storing,
stowing shall be made good as general average, when	reloading and stowing shall be made good as general	reloading and stowing shall be allowed as general
and only when the cost of those measures respectively	average, when and only when the cost of those	average, when and only when the cost of those
is admitted as general average.	measures respectively is admitted as general average.	measures respectively is allowed as general average.
Rule XIII. Deductions from Cost of Repairs	Rule XIII. Deductions from the Cost of Repairs	Rule XIII. Deductions from the Cost of Repairs
Repairs to be allowed in general average shall not be	Repairs to be allowed in general average shall not be	(a) Repairs to be allowed in general average shall
subject to deductions in respect of "new for old"	subject to deductions in respect of "new for old"	not be subject to deductions in respect of "new
where old material or parts are replaced by new	where old material or parts are replaced by new	for old" where old material parts are replaced by
unless the ship is over fifteen years old in which case	unless the ship is over fifteen years old in which case	new unless the ship is over fifteen years old in
there shall be a deduction of one third. The	there shall be a deduction of one third. The	which case there shall be a deduction of one
deductions shall be regulated by the age of the ship	deductions shall be regulated by the age of the ship	third. The deductions shall be regulated by the
from the 31 st December of the year of completion of	from the 31 st December of the year of completion of	age of the ship from the 31 st December of the
construction to the date of the general average act,	construction to the date of the general average act,	year of completion of construction to the date of

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 t 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 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 on half of such costs shall be allowed.	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 t 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 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 on half of such costs shall be allowed.	 the general average act, except for insulation, life and similar boats, communications and navigational equipment, machinery and boilers for which the deductions shall be regulated by the age of the particular parts to which they apply. (b) The deduction 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. (c) 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 on half of such costs shall be allowed.
Rule XIV. Temporary Repairs Where temporary repairs are effected to a ship at a	Rule XIV. Temporary Repairs Where temporary repairs are effected to a ship at a	Rule XIV. Temporary Repairs (a) Where temporary repairs are effected to a ship
where temporary repairs are effected to a sinp 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 deduction "new for old" shall be made from the cost of temporary repairs allowable as general average.	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 deduction "new for old" shall be made from the cost of temporary repairs allowable as general average.	 (a) Where temporary repairs are effected to a sinplat 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 allowed as general average. (b) Where temporary repairs of accidental damage are effected in order to enable the adventure to be completed, the cost of such repairs shall be allowed 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. Provided that for the purposes of this paragraph only, the cost of temporary repairs falling for consideration shall be limited to the extent that the cost of temporary repairs effected at the port of loading, call or refuge, together with
		either the cost of permanent repairs eventually effected or, if unrepaired at the time of adjustment, the reasonable depreciation in the value at the completion of the voyage, exceeds the cost of permanent repairs had they been

Rule XV. Loss of FreightRule XV. Loss of FreightRule XV. Loss of FreightLoss 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 damu to or loss of cargo is so allowed. Deduction shall be made good as general average.Deduction shall be made good as general average act, or when the damage to or loss of Cargo sacrifice damage to or loss of Cargo sacrificed shall be the lost 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 th
Rule XV. Loss of FreightRule XV. Loss of FreightLoss 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 SacrificeDeduction 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 SacrificeRule XVI. Amount to be made good for Cargo Lost or Damaged by SacrificeRule XVI. 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, 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, 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, ascertained from the shall include the cost of insurance and freight except in so far as such freight is at the risk of interests other than cargo. Where cargo so damaged is sold and the amount of the damage has not been otherwise agreed, the loss(b) When cargo so damaged is sold and the amount of the damage has not be
Rule XV. Loss of Freight Rule XV. Loss of Freight 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 to so of cargo to ca
Rule XV. Loss of FreightRule XV. Loss of FreightRule XV. Loss of FreightLoss 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.Loss of freight arising from damage to or loss of cargo shall be made good as general average act, or when the damage to or loss of cargo is so made good.Loss of freight arising from damage to or loss of cargo shall be made good as general average act, or when the damage to or loss of cargo is so allowed.Loss of freight arising from damage to or loss of cargo shall be made good as general average act, or when the damage to or loss of cargo is so allowed.Deduction 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 allowed.Deduction 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 allowed.Deduction shall be made good as general average, either when consequence of the sacrifice, not incurred.Deduction shall be made good for Cargo Lost mould have incurred.Deduction shall be made good as general average act, or when the damage to or loss of cargo ascrificed 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 in so far as such freight is at the risk of interests other than cargo.Rule XVI. Loss of Frei
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, either when
 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 loss of cargo as general average of damage to or loss of cargo as general average of damage to or loss of cargo as general average for damage to or loss of cargo as general average for damage to or loss of cargo as general average for damage to or loss of cargo as general average for damage to or loss of cargo as general average for damage to or loss of cargo as general average for damage to or loss of cargo sacrifice shall be the loss which has been sustained frem 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 in so far as such freight is at the risk of interests other than cargo. Where cargo so damaged is sold and the amount of the damage has not been otherwise agreed, the loss
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first paragraph of this Rule.
Rule XVII. Contributory Values Rule XVII. Contributory Values Rule XVII. Contributory Values
The contribution to a general average shall be made The contribution to a general average shall be made (a) (i) The contribution to a general average shall
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the cargo prior to or at the time of discharge. The the cargo prior to or at the time of discharge. The cargo, deducting therefrom any loss or dama

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 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.

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

Passengers' luggage and personal effects not shipped under bill of lading shall not contribute in general average.

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 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 Art. 14 of the International Convention of 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.

suffered by the cargo prior to or at the time of discharge.

(iii) 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.

- (b) To these values shall be added the amount allowed 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 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 Art. 14 of the International Convention of Salvage, 1989 or under any other provision similar in substance. (c) 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 short of that destination 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.
- (d) Where cargo is sold short of destination, however, it shall contribute upon the actual net proceeds of sale, with the addition of any amount allowed as general average.
- (e) Mails, passengers' luggage, personal effects and accompanied private motor vehicles shall not contribute to general average

		contribute to general average.
Rule XVIII. Damage to Ship	Rule XVIII. Damage to Ship	Rule XVIII. Damage to Ship
The amount to be allowed as general average for	The amount to be allowed as general average for	The amount to be allowed as general average for
damage or loss to the ship, her machinery and/or gear	damage or loss to the ship, her machinery and/or gear	damage or loss to the ship, her machinery and/or gear
caused by a general average act shall be as follows:	caused by a general average act shall be as follows:	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 willfully mis-described 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 	 (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 willfully mis-described 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 	 (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 a) Damage or loss caused to goods loaded without the knowledge of the shipowner or his agent or to goods willfully mis-described at time of shipment shall not be allowed as general average, but such goods shall remain liable to contribute if saved. b) Damage or loss caused to goods which have been wrongfully declared on shipment at a value which is lower than their real value
wrongfully declared on shipment at a value which is lower than their real value shall be contributed for at	wrongfully declared on shipment at a value which is lower than their real value shall be contributed for at	 b) Damage or loss caused to goods which have been wrongfully declared on shipment at a
Rule XX. Provision of funds	Rule XX. Provision of funds	Rule XX. Provision of funds
A commission of 2 per cent on general average	A commission of 2 per cent on general average	
disbursements, other than the wages and	disbursements, other than the wages and	
maintenance of master, officers and crew and fuel and stores not replaced during the voyage, shall be	maintenance of master, officers and crew and fuel and stores not replaced during the voyage, shall be	
allowed in general average, but when the funds are	allowed in general average.	
not provided by any of the contributing interests, the	The capital loss sustained by the owners of goods sold	a) The capital loss sustained by the owners of
necessary cost of obtaining funds required by means	for the purpose of raising funds to defray general	goods sold for the purpose of raising funds to
of a bottomry bond or otherwise, or loss sustained by	average disbursements shall be allowed in general	defray general average disbursements shall
owners of goods sold for the purpose, shall be allowed	average.	be allowed in general average.
in general average.		-
in Seneral average.		

general average disbursements shall also be allowed in general average.	general average disbursements shall also be allowed in general average.	shall also be allowed in general average.
Rule XXI. Interest on Losses made good in General	Rule XXI. Interest on Losses made good in General	Rule XXI. Interest on Losses <i>Allowed</i> in General
Average Interest shall be allowed on expenditure, sacrifices and allowances charged to general average at the rate of 7 percent per annum, until the date of the general average statement, due allowance being made for any interim reimbursement from the contributory interests or from the general average deposit fund.	Average Interest shall be allowed on expenditure, sacrifices and allowances in general average at the rate of 7 percent 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.	 Average a) Interest shall be allowed on expenditure, sacrifices and allowances in general average 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. b) Each year the Assembly of the Comite Maritime International shall decide the rate of interest which shall apply. This rate shall be used for calculating interest accruing during the following calendar year.
Rule XXII. Treatment of Cash Deposits	Rule XXII. Treatment of Cash Deposits	Rule XXII. Treatment of Cash Deposits
Where cash deposits have been collected in respect of	Where cash deposits have been collected in respect of	Where cash deposits have been collected in respect of
cargo's liability for general average, salvage or special	cargo's liability for general average, salvage or special	cargo's liability for general average, salvage or special
charges, such deposits shall be paid without any delay	charges, such deposits shall be paid without any delay	charges, such deposits shall be paid without any delay
into a special account in the joint names of a	into a special account in the joint names of a	into a special account in the joint names of a
representative nominated on behalf of the shipowner	representative nominated on behalf of the shipowner	representative nominated on behalf of the shipowner
and a representative nominated on behalf of the	and a representative nominated on behalf of the	and a representative nominated on behalf of the
depositors in a bank to be approved by both. The sum	depositors in a bank to be approved by both. The sum	depositors in a bank to be approved by both. The sum
so deposited, together with accrued interest, if any,	so deposited, together with accrued interest, if any,	so deposited, together with accrued interest, if any,
shall be held as security for payment to the parties	shall be held as security for payment to the parties	shall be held as security for payment to the parties
entitled thereto of general average, salvage or special	entitled thereto of general average, salvage or special	entitled thereto of general average, salvage or special
charges payable by cargo in respect to which the	charges payable by cargo in respect to which the	charges payable by cargo in respect of which the
deposits have been collected. Payments on account or	deposits have been collected. Payments on account or	deposits have been collected. Payments on account or
refunds of deposits may be made, if certified to in	refunds of deposits may be made, if certified to in	refunds of deposits may be made, if certified to in
writing by the average adjuster. Such deposits and	writing by the average adjuster. Such deposits and	writing by the average adjuster. Such deposits and
payments or refunds shall be without prejudice to the	payments or refunds shall be without prejudice to the	payments or refunds shall be without prejudice to the
ultimate liability of the parties.	ultimate liability of the parties.	ultimate liability of the parties.
		Rule XXIII Time Bar for Contributions to General
		Average
		a) Subject always to any mandatory rule on time
		limitation contained within any applicable
		law:
		i) Any rights to general average
		contribution, including any rights to claim
		under general average bonds and
	1	
		guarantees, shall be extinguished unless

	such contribution within a period of one year after the date upon which the general average adjustment was issued. However, in no case shall such an action be brought after six years from the date of the termination of the common
	maritime adventure.
	 These periods may be extended if the parties so agree after termination of the common maritime adventure.
	 b) This Rule shall not apply as between the parties to the general average and their respective insurers.