

Er dine varer forsikret?  
Tegn en vareforsikring hos



**a.hartrodt**  
TRANSPORT IS OUR BUSINESS



Læs mere her

### Beskyt dit gods

Så længe dine varer befinder sig på din virksomhed, står de sikkert godt. Men når dine varer forlader din virksomhed eller din leverandør for at blive sendt ud i verden, er de meget ubeskyttede og udsat for mange ydre påvirkninger.

Uanset om transporten med a.hartrodt foregår på en lastbil, om bord på et skib eller med fly, sker der engang imellem skader!

### Gør det nemt for dig selv

Tegn altid en varetransportforsikring før transport - og husk at tegne separat forsikring under længerevarende oplagring uden for din egen virksomhed\*.

Du bestemmer selv summen, du ønsker erstattet ved skade eller bortkomst, og du overlader det meste af sagsbehandlingen til a.hartrodt..

### Anerkendt forsikringselskab

a.hartrodt samarbejder med et anerkendt forsikringselskab, og tegner gerne forsikring på dine vegne. Det meste gods kan forsikres på udvidede ("all risk") betingelser, men for visse varegrupper må man nøjes med en begrænset dækning.

*\* Hvis du laver aftale om oplagring, eller dine varer henligger på a.hartrodt's lager længere end 15 dage før eller efter selve transporten, er godset ikke længere omfattet af varetransportforsikringen! Til gengæld kræves det, at du selv eller a.hartrodt sørger for forsikringsdækning mod brand, vandskade og indbrudstyveri.*

## **Havarie Grosse / General Average**

Søulykke, hvor udgifterne til fælles frelse fordeles på skib, ladning og fragt. **Groshavari**, *almindeligt havari*, *fælleshavari*, forsætlig opofrelse af skib eller ladning eller afholdelse af udgifter til frelse af skib eller ladning, der er i fare på søen. Et eksempel er, at en skibsfører kaster containere over bord for at forhindre, at skibet synker. Det opofrede godtgøres delvis af det reddede, idet tabet fordeles. Tab, skader og omkostninger der skal henregnes til groshavari, og hvorledes fordelingen skal være. Besigtigelse og vurdering af skaden og af skib og ladning foretages af beskikkede syns- og skøns mænd, mens selve havariberegningen og fordelingen af groshavaritabet på skib, fragt og ladning udføres af en dispachør.

# **What is General Average and what is its role in the industry**

**Imagine a situation at sea like a fire or severe storm or the Kraken or any other life threatening situation.. Under such circumstances, the master of the ship (as a last resort) might be forced to jettison (throw overboard) some or all cargoes that are on the ship in order to save part or whole of the ship..**

**When such situation occurs, the ship declares a legal principle of Maritime Law termed "General average".. Under this principle, all parties who are involved in that voyage, shall be asked to proportionally share the losses resulting from such sacrifice.. All parties including all merchants whose cargo landed safely would also be called to contribute a portion, based upon a share or percentage, to the merchant or merchants whose goods had been jettisoned in order to avert danger to the whole ship/crew..**

**General Average is defined by York Antwerp rules 1994 and these rules lay guidelines for the distribution of loss in the event of General Average..**

**The rule states the apportionment of losses amongst the parties involved in any maritime adventure in case of an extra ordinary sacrifice or if the expenditure is made intentionally with proper justification that the causes for the same involved preserve the other property from risk of being lost.**



**The underlying cause which led to introduction of General Average was, in event of the grave situations where safety of ship, crew members and cargo was jeopardized.**

**It's always a difficult decision for ship's crew to take appropriate action to save the interests of cargo owners and the ship. The time constraints in such exigencies don't allow the ship's crew to decide which cargo to jettison and which to leave. Consequently there would be a hot debate arising among cargo and ship owners as to whose cargo has been jettisoned and whose interests compromised. The loss being totally on the account of the person whose cargo has been discharged.**

**Thus, in order to regulate unprejudiced interests of all those parties who enter into a common maritime venture, a powerful tool named General Average was introduced, in the York Antwerp rules of 1890 and later reviewed and amended recently in 1994.**

**The clauses of General Average under the York Antwerp Rules 1994 can be simplified as under**

- A loss is deemed to be considered under general average if and only if the reason of sacrifice is extraordinary or the sacrifice is reasonably made for the purpose of common safety for preserving the property involved .E.g. capsizing due to inclement weather condition, shifting of cargo leading to excessive listing of vessel**



- **When two or more vessels are pushing or towing and are involved in a commercial reason, then general average applies if they disconnect from each other in order to preserve the vessel and the cargo**
- **General average shall be applied only for those losses which are linked directly with the material value of the cargo carried or the vessel. Any claims arising due to the delay, a loss or expense caused due to loss of market or any indirect loss must not be accounted into general average**
- **Each party's share in the general average should not be determined by fault based approach. The risk borne by all should be equal in all aspects. Though if one of the parties actions has resulted in the loss, legal actions can be taken against those actions**
- **Average adjusters are individuals or institutions looking after claims arising due to general average. The parties of a general average claim should send a written notice to them within 12 months from the date of termination of the common maritime agreement between the parties involved. If they do not receive this notice the adjusters are entitled to proceed with all available information with them**
- **If a vessel or cargo is damaged by water, including damage by beaching or sinking a burning ship in order to extinguish the fire, then that damage shall be countable as general average. Also if a vessel is grounded intentionally for common safety, it excludes damage caused by smoke or heat of fire**



- If salvage operation are carried out in order to save or prevent the loss of cargo, or to prevent or reduce an environmental damage, the expenditures involved and the remunerations to salvors should be allowed in general average
- If any vessel has been grounded and the cargo is liable to get damaged, then efforts can be made to refloat the vessel. However if such efforts cause damage to boilers or machinery of the vessel it shall be made as general average
- The procuring expenses of any cargo, fuel or ship's stores upon being discharged as per general average act shall be admitted into general average
- Loss of freight incurred to the owner by due to loss or damage of cargo should be included in general average , however it is important to deduct from it the expenses which would have incurred by the owner for carriage as they were not actually incurred
- If cargo is sold in damaged condition, the general average amount is the difference between net sound and net damaged value