

**Maritime Law Association of the United States  
Committees on Marine Insurance & General Average  
& Carriage of Goods**

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**OUTLINE FOR THE PANEL DISCUSSION ON GENERAL AVERAGE**

**I. Introduction to “General Average”**

- a. “General Average” is a principle of maritime law that requires all stakeholders in a sea venture — vessel owners and operators, cargo interests — to proportionally share any losses resulting from a voluntary sacrifice of part of the ship or cargo, or expenditure, to save the whole in response to an emergency. The basic requirements are that the sacrifice or expenditure must be voluntary; that the sacrifice or expenditure must be undertaken on behalf of the entire venture (vessel and cargo); and that the sacrifice or expenditure must be successful. General Average is typically declared by the Owner, although any interest has the right to make the declaration. Whatever interest makes the declaration also appoints the Average Adjuster. Cargo will not be released at destination unless and until cargo posts security as required by the Average Adjuster. Cargo security is posted through a bond or agreement with the cargo insurer (easier) or through a cash deposit or bond posted by the uninsured cargo interest (more difficult).
- b. Essential elements of General Average:
  - (1) The whole adventure must be in peril.
  - (2) The peril must be factual and imminent.
  - (3) The act must be intentional and voluntary.
  - (4) The act must be reasonable and prudent.

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- (5) The act must be for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure.
  - (6) The sacrifice or expenditure must be extraordinary in nature.
  - (7) Only losses directly consequential on the act are general average.
  - (8) The act must be successful.
- c. “General Average Sacrifice.” The sacrifice of one of the interests in a marine adventure in time of peril for the purpose of preserving the remainder of the interests from a total loss. In the beginning, a sacrifice often took the form of jettisoning a portion of the cargo overboard to avoid a sinking of the vessel and a total loss all around. Firefighting efforts are a typical sacrifice; water/chemicals to extinguish the fire may cause damage to goods that were not damaged by the fire itself. The sacrifice may be in the form simply of an expense incurred by the owner.
- d. “General Average Adjustment.” When a general average act has taken place, it is the duty of the shipowner to arrange for the adjustment to be drawn up. It selects an Average Adjuster and jointly they set up a Trust Fund of the deposits secured from the interested parties. The adjuster draws up the adjustment, which due to complexities may, in some cases, take a year or more. Or, in the case of a modern containership with thousands of interests, a decade or more.
- e. “General Average Fund.” A fund created by the shipowner and Average Adjuster jointly from the deposits collected in respect of a general average adjustment. When an interest-bearing account is used, the interest accrues in the fund on the deposits and is credited to the depositors. Payments on account may be made when such payments are certified in writing by the average adjuster and notified to the depositor requesting their approval.
- (1) “General Average Contribution.” A payment by one of the parties involved in a general average adjustment toward the general average fund. The contribution is based on the contributory value of the interest and in such proportion of the fund as the contributory value of the individual interest bears to the total of the contributory values of all the interests that benefited by the general average act. Insurers are liable for general average contributions in full if the act preserved the insured interest from an insured peril and the policy value is not less than the contributory value. If the policy value is less than the contributory value, the insurer is liable only for his proportion of the contribution, taking into account the underinsurance. For comparison with the contributory value, the insured value must be reduced by any particular average claim paid by the insurer.
  - (2) “General Average Deposit.” When a general average act has occurred, the onus is upon the shipowner to collect the

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contributions from the parties concerned. To enforce this, the shipowner has a maritime lien on the goods so that the shipowner may prevent their release to the consignee until the consignee has paid a deposit in respect of the eventual contribution. The deposit is based on the estimated contribution and a deposit receipt is given in exchange, although less common in the modern era with electronic banking. The insurer is not compelled to refund a deposit to the assured and the Insurer may await the final adjustment if it so desires before paying anything in respect of the contribution.

(3) “General Average Security.”

- (a) The term “average bond” is used to describe the security provided by interests for the property saved. When a consignee is required to furnish a general average deposit, he may call upon the insurer of the goods to pay the deposit for him. The insurer is not obliged to do this. Alternatively, the consignee may request an underwriter’s guarantee. A general average “guarantee” is used to describe the security provided by the insurers of the interest. The insurer may agree to provide the guarantee, but the insurer may wish to qualify the guarantee to ensure that it is not held liable for more than the proper amount due under the policy (see "General Average Contribution"). The shipowner is seldom prepared to accept a qualified guarantee. As a compromise, the insurer may grant an unqualified guarantee, but only if the assured agrees to sign a counter guarantee to indemnify the insurer against overpayment.

This issue is addressed in the draft security documents circulated in September 2021 by the CMI, prepared by its standing committee on general average. The guarantee wording provides, “The amount of this guarantee is limited in respect of general average contributions to the total contributory value of the Secured Interest, as calculated by the Adjuster in accordance with the applicable York-Antwerp Rules.”

The draft documents have been circulated for discussion among national MLAs and industry stakeholders, and will be put to a vote at the next CMI Conference, scheduled to take place in Antwerp in late October 2022.

- (b) Due to variations in values, it is not uncommon today for cargo insurers to accept a clause in the

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insurance agreeing to pay general average contributions in full irrespective of the insured value. The carrier may be prepared to accept a guarantee from a bank or other party that is prepared to give the guarantee.

- f. General Average Expenditures & Disbursements
  - (1) Expenditure by the shipowner in connection with a general average act such as hire of tugs to pull the vessel off a strand or to tow it into port, or the hire of craft to take off cargo to lighten a vessel to pull her off a strand. Such expenditure is also a general average sacrifice and may be made part of the adjustment. The hull policy does not cover general average expenditure as a direct liability so the shipowner who incurs such expenditure cannot claim it directly from his insurers as he can with a general average sacrifice. He must claim the expenditure from the general average fund and the adjusters may arrange a payment on account prior to the final adjustment. The underwriter's liability for G.A. expenditure is only for that part of the expenditure which is contained in the assured's liability for a contribution to the general average fund.
  - (2) Because the shipowner cannot recover general average disbursements if the property saved by the expenditure becomes a total loss before arrival at destination, the shipowner has an insurable interest in such disbursements. The premium on the disbursements insurance is allowed in general average under the eventual adjustment.

## **II. History**

- a. Rhodes Maritime Law & Ancient General Average
  - (1) Rhodes Maritime Law: General Average derives from the Rhodian maxim "that if merchandise is thrown overboard to lighten the ship, the loss occasioned for the benefit of all must be made good by the contribution of all." The principle embodied in this maxim — that loss for the common benefit which is incurred by one who partakes in a maritime venture should be shared ratably by all who participate in the venture — may quite likely pre-date the Rhodians and be grounded in an ancient and customary undertaking by owners of cargo that if one of their number should suffer loss during a voyage through lightening of the ship, all who had profited through the voyage would pay their share to make that loss good.

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- (2) Contribution in general average was a maritime principle recognized by the Romans and one which survived the fall of the Roman Empire and retained a hold among seafarers throughout the Middle Ages. Gradually the principle received formal recognition in written codes and digests. It was accepted by English law, and thereafter common law in the U.S. *See Cia. Atlantica Pacifica, S. A. v. Humble Oil & Ref. Co.*, 274 F. Supp. 884, 891, 1967 A.M.C. 1474 (D. Md. 1967).
- b. Marine Insurance
- (1) Until 1907 the law of marine insurance was derived mainly from the decisions of courts and the treatises of text writers.
    - (a) Its leading principles were contained in the Marine Insurance Act of 1906 in the United Kingdom
    - (b) In the United States, marine insurance is controlled by entrenched maritime law, where such law exists, else by state law. *See Wilburn Boat Co. v. Fireman's Fund Ins. Co.*, 348 U.S. 310, 75 S. Ct. 368, 99 L. Ed. 337 (1955)
  - (2) "General Average In Full" Clauses. When a general average act occurs as a result of the operation of an insured peril, the insurer is liable for the contribution toward the loss sustained by the general average act which is awarded against the insured interest. Where, however, the contributory value of the insured interest is greater than the insured value of that interest, after deducting any particular average claim, the insurer's liability for the contribution is reduced in the same proportion so that it bears the same relation to the contribution as the net insured value bears to the contributory value. Some cargo owners feel that they would prefer to have general average contributions paid in full by the insurer, even if it means paying a higher premium. Hence, in such cases the insurer may agree to incorporate the "General Average in Full Clause" into the policy which clause provides for the insurer's liability for general contribution to be in full irrespective of the contributory value.
  - (3) "General Average Absorption" Clause. The fact that there has been a general average does not automatically imply that the shipowners will proceed with the preparation of a full-scale security collection and average adjustment. It is often possible to avoid this process because shipowners increasingly include provisions in their hull policies permitting them to recover general average, up to a

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specified sum, from hull insurers, even when it is general average properly attaching to cargo. In this way, a great deal has been done to simplify the administration of general average, particularly by the widespread introduction into hull insurance policies of general average absorption clauses, which pay general average expenditure up to a fixed amount, obviating the need to demand contribution from cargo. See Jonathan Spencer, *Hull Insurance and General Average-Some Current Issues*, 83 Tul. L. Rev. 1227, 1267-68 (2009).

- (a) In 2002 BIMCO, working closely with insurance underwriters, average adjusters, shipowners, and the P&I clubs, drafted a Standard General Average Absorption Clause to be incorporated into shipowners' hull and machinery policies. The clause was intended for use in policies covering all types of vessels from container ships, bulk carriers, and tankers to cruise ships. It was designed to benefit shipowners and insurers by avoiding the time and expense associated with pursuing modest GA claims.
- (b) BIMCO Standard General Average Absorption Clause 2018:

1. If the Assured does not claim general average, salvage or special charges from cargo, freight, bunkers, containers or any property not owned by the Assured on board the vessel (hereinafter called "Property Interests"), the Insurers shall pay in full the general average, salvage and special charges up to USD ..... The sum agreed under this clause shall not be less than USD 250,000.

- 1.1 The Insurers shall also pay the reasonable fees and expenses of the average adjuster for calculating claims under this clause in

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addition to any payment made under 1. above.

1.2 If the Assured claims under this clause he shall not make any claim for general average, salvage or special charges against the Property Interests.

1.3 Claims under this clause shall be adjusted in accordance with the York-Antwerp Rules 2016, excluding Rule XXI, relating to interest.

1.4 Claims under this clause shall be payable without application of the deductible.

1.5 Without prejudice to any defences they may have under the terms of the policy the Insurers waive any defences to payment under this clause which would have been available to the Property Interests.

1.6 In respect of payment made under this clause the Insurers waive any rights of subrogation they may have against the Property Interests. This waiver shall not apply where the incident giving rise to such payment is attributable to fault on the part of Property Interests.

1.7 For claims under this clause the vessel shall be deemed to be insured for its full contributory value.

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- c. Today, contribution to General Average is recognized by all major maritime nations. Current law and practice governing the apportionment process is, for the most part, determined by the York-Antwerp Rules.

### **III. York-Antwerp Rules**

- a. History: 1890 adoption. Revision 1994, 2004, 2016.
- b. Structure / Summary: The Rule of Interpretation states that, except as provided by the Rule Paramount and the numbered Rules, general average shall be adjusted according to the lettered Rules.
  - (1) Rule Paramount: In no case shall there be any allowance for sacrifice or expenditure unless reasonably made or incurred.
  - (2) Lettered Rules: General guidelines addressing what may and may not be included in the General Average (Requirement for intentional, extraordinary sacrifice; common maritime adventure; losses, damages a direct consequence of the general average act; burden of proof; adjustment based upon value at the time and place where the maritime venture ends).
  - (3) Number Rules: Address specific situations, sacrifices and expenditures that may be included in the General Average (Jettisoning cargoes; sacrifices for the common safety; extinguishing fires; cutting away wrecks; stranding; salvage; machinery and boiler damage; wages & maintenance of the crew, etc.).
- c. American cases: *Barnard v. Adams*, 51 U.S. 270, 13 L. Ed. 417, 10 How. 270 (1850).
  - (1) To constitute case for general average, three things must concur, namely, a common danger, imminent and apparently inevitable, except by voluntarily incurring loss of portion of whole to save remainder, voluntary jettison, jactus, or casting away of some portion of joint concern to avoid peril, and success in attempt to avoid peril.

### **IV. Effect of Vessel Fault in GA & Use of New Jason Clause**

- a. **English law**: The position under English law is that fault on the part of the vessel or the vessel owner will not prevent the owner from declaring and collecting GA, provided that fault would support a defense under Hague/Hague-Visby. For instance, if the event giving rise to GA is caused by negligent navigation or management of the ship by the vessel crew, the owner should still be able to claim a GA contribution from cargo interests.

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This is because the carrier has a complete defense under Article IV Rule 2(a) of the Hague/HagueVisby Rules (assuming those rules apply).

- b. **U.S. law:** The default rule under U.S. law differs from the rule under English law. U.S. COGSA contains the same error in navigation and management defenses available under Hague/Hague-Visby. However, under U.S. law, *any* fault on the part of the vessel crew or owner prevents the owner from recovering GA contributions from cargo interests. As such, if the conduct giving rise to the GA event would constitute negligent navigation as described in COGSA, the right to a GA contribution is nevertheless compromised.
- c. The incorporation of a New Jason clause in the contract of carriage alters the default rule under U.S. law and makes it consistent with English law.
  - (1) The “Jason clause” was named for the case of *The Jason*, 225 U.S. 32 (1912), in which the U.S. Supreme Court upheld the validity of the clause. After the passage of COGSA in 1920, amendments were made to the Jason clause resulting in the reference to the “New Jason” clause.
  - (2) A standard New Jason clause provides that cargo interests are required to contribute to GA when the event results from any cause whatsoever, whether due to negligence or not, or for the consequence of which the owner/carrier is not responsible by statute, contract, or otherwise.
  - (3) The incorporation of the New Jason clause is widespread in bills of lading and charter parties.

### **V. Recent GA Cases**

- a. M/V HYUNDAI FORTUNE (2006) – explosion and fire
  - (1) On 21 March 2006, the vessel was *en route* from ports in China and Singapore through the Gulf of Aden sailing west towards the Suez Canal on the way to ports in Europe when an explosion occurred below deck. The explosion caused 60 to 90 containers to fall into the ocean and caused a fire that spread through the stern of the ship, including the accommodation and the container stacks in front of the accommodation.
  - (2) Seven containers full of fireworks ignited following the initial explosions, which gravely complicated firefighting efforts, which lasted several days.
  - (3) The cause of the initial explosion was never determined, but it appeared to have originated from a container stored next to the ship’s engine room.
  - (4) Approximately one-third of the vessel’s containers were either burnt or lost overboard during the initial explosion.

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- b. M/V APL PERU (2008) – fire and explosion within a container; no outside salvage
  - (1) In 2008, a fire broke out aboard the container ship APL PERU *en route* from China to Seattle. The fire allegedly originated in a container carrying various types of batteries, including nickel metal hydride, commissioned by Spectrum Brands from Chinese manufacturers. The batteries were not mis-declared. The ship’s crew attempted to extinguish the fire at sea. They failed. The fire was still burning when the ship arrived in Seattle, where the Seattle Fire Department finally put the fire out. Damage to the ship’s cargo was extensive, both from the fire itself and from the water used to fight the fire.
  - (2) The shipowner declared general average, implicating every consignee of the ship’s cargo. The Average Adjustment took over 10 years.
- c. M/V MSC SABRINA (2008) – grounding
  - (1) The MSC SABRINA was carrying approximately US\$100 million worth of cargo when it ran aground in the St. Lawrence River near Trois-Rivières, Quebec, Canada. Tugboats made initial attempts to free the vessel, but they were ultimately unsuccessful.
  - (2) In order to rescue the ship and her US\$100M worth of cargo, a plan was prepared by the operator to lighten the load and free the vessel, but which plan required approval from Transport Canada and the Canadian Coast Guard. The entire process left the ship stranded in the St. Lawrence River for a total of one month.
  - (3) Reportedly one company with cargo aboard the M/V MSC SABRINA was required to post a US\$125,000 Average Bond to receive its cargo valued at US\$110,000.
- d. M/V HANJIN OSAKA (2012) – engine explosion
  - (1) The HANJIN OSAKA was built in 1992 and capable of carrying 4,024 TEU and was owned by MS Pelapas GmbH & Co. KG.
  - (2) The ship sailed from Busan on January 5, 2012, with 3,742 TEU, bound for the US, when a fire and explosion occurred.
  - (3) Repairs could not be made at sea, so the ship was towed to Hakodate anchorage off the Japan’s Hokkaido island where repairs were done, and the ship resumed its voyage on February 4, 2012.
  - (4) Shortly before resuming her voyage, the vessel owner declared general average on February 7, 2012.

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- e. M/V MAERSK HONAM (2018) – fire
- (1) The MAERSK HONAM is a 2017 container ship capable of carrying approximately 15,200 TEU.
  - (2) On March 6, 2018, while enroute in the Arabian Sea towards Suez, a major fire occurred in cargo hold no. 3 on the vessel. The crew engaged in firefighting, but were unable to stop the fire and eventually five crew members lost their lives. The vessel suffered extensive structural damage in the accommodation block and forepart of the vessel and was towed to Jebel Ali during the salvage operation.
  - (3) On March 9, 2018, the vessel owner declared general average.
  - (4) The General Average Adjuster settled the fixed salvage security at 42.5% of cargo value and 11.5% as a GA deposit — meaning that for cargo valued at \$100,000 the deposit to obtain release of cargo was US\$54,000 — which allowed the vessel owner to put a ‘lien’ on the cargo, authorizing them to sell where the security bond is not paid by the cargo owner.
- f. M/V YANTIAN EXPRESS – fire and explosion within a container; salvage
- (1) The YANTIAN EXPRESS is a 2002 container ship capable of carrying 7,510 TEU.
  - (2) During its transatlantic journey from Sri Lanka to New York and other ports, a fire broke out on January 3, 2020. Despite firefighting and salvaging efforts, both the vessel and many containers on board suffered damage or loss.
  - (3) The vessel diverted to the Bahamas for a lengthy stay to perform temporary repairs to the vessel and to offload damaged containers.
  - (4) Following the incident, the owner and operator of the vessel, Hapag-Lloyd AG commenced an action in the United States seeking exoneration from or limitation of liability pursuant to 46 U.S.C. § 30511 et seq. Thereafter, cargo claimants and non-vessel-operating common carriers brought claims for damages, indemnity, and/or contribution against Hapag and others.
  - (5) Germany’s Federal Bureau of Maritime Casualty Investigation released its report into the fire aboard the YANTIAN EXPRESS and it determined that the blaze was likely caused by a mis-declared cargo of charcoal.
  - (6) The General Average Adjuster settled the fixed salvage security at 32.5% of the value of cargo and 28% for GA deposit.

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- g. M/V NORTHERN JUPITER (2020) – engine fire
  - (1) The NORTHERN JUPITER is a post-Panamax container ship of 8,500 TEU reportedly owned by VC N Jupiter Shipping of Hamburg and managed by V.Ships.
  - (2) On January 4, 2020, while sailing from Singapore to Port Klang, Malaysia, the NORTHERN JUPITER suffered a main engine fire.
  - (3) The fire was extinguished and the vessel towed back to Singapore on January 9, 2020.
  - (4) On January 17, 2020, the vessel owners declared general average.
- h. M/V EVER GIVEN (2021) – grounding
  - (1) The EVER GIVEN is one of the world’s largest container ships. It is owned by Shoen Kisen Kaisha of Japan, and was on charter to Taiwanese operator Evergreen at the time of the incident.
  - (2) It was *en route* from China to the United Kingdom and was northbound in the Suez Canal among a convoy of twenty-six vessels sailing from the Red Sea to the Mediterranean Sea. The vessel became jammed across the Suez Canal in high winds on March 23rd, halting traffic in both directions and disrupting global trade for six days.
  - (3) Once it was dislodged, the 400-meter (1,312-foot) vessel left Egypt on July 7, which was 106 days after becoming wedged across a southern section of the waterway.
  - (4) Egypt released the EVER GIVEN after protracted negotiations and an undisclosed settlement reached between the Suez Canal Authority and the ship’s owners and insurers.
  - (5) On April 1, 2021, the owners/operators of the EVER GIVEN declared general average and at about that time also commenced a limitation of liability action in the Admiralty Court in London, United Kingdom.
  - (6) “[T]he grounding of the Ever Given is shaping up as potentially the most complex ‘general average’ (GA) claim of all time, with litigation potentially involving 20,000 TEU and up to 20 cargo interests per container.” *Lloyd’s List*.

### **VI. Panel Discussion – Basis**

- a. *Background:* The second most common reason for a total loss last year was vessel fire/explosion (10 vessels), which was the fourth consecutive year the number for such casualties increased. The number of container losses was the worst in seven years; more than 3,000 containers were lost

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- at sea. More than 1,000 containers fell overboard in the first few months of 2021.
- b. *Scenario:* M/V BELLEROPHON, a 12,000 TEU container ship, owned by a German corporation and operated by a Vessel Operating Common Carrier headquartered in Singapore, departs Port Klang, westbound for the U.S. East Coast. During the voyage westbound through the Mediterranean, a fire erupts just aft of the forward deckhouse. M/V BELLEROPHON's crew attempts to extinguish the fire but is unsuccessful in doing so. Salvage services are requested and provided by professional salvors. Neither the cause or the origin — the specific container or cargoes — of the fire were identified during firefighting efforts at sea. M/V BELLEROPHON entered Valencia as a port of refuge, where temporary hull repairs were made and 4,500 damaged containers discharged. Of those, 2,230 were deemed a total loss due to fire damage and the balance a total loss due to application of water and firefighting chemicals. In addition, another 760 containers were opened, inspected, and the cargoes transloaded and restowed for carriage on to destination. The remaining containers and cargoes appear to be unaffected and are not touched. After a delay of eighteen (18) weeks, M/V BELLEROPHON proceeds from the port of refuge to the original destination.
- c. *Average Adjustment:* The Average Adjustment is prepared in Singapore during the next decade; litigation commences either as part of a Limitation of Liability petition or a suit by cargo seeking recovery of lost or damaged containers and relief from GA requirements.
- d. *Questions for the Panel:*
- (1) What factors should / would M/V BELLEROPHON's owner consider in making the decision to declare General Average?
    - (a) Are the factors/considerations different for a Charterer/Operator/Non-Owner?
    - (b) Who — if anyone — should the Owner consult with before making such a declaration?
  - (2) What role does cargo insurance play in the General Average process?
  - (3) What is the nature of the duties the Average Adjuster owes to cargo interests?
    - (a) Whether an Average Adjuster should inquire into the basis for a general average declaration as a preliminary matter before undertaking the significant expense of a full-blown adjustment?
    - (b) May the Average Adjuster also act as the adjuster to represent the owner in its dealings with the owner's hull underwriters for the cost of the repairs after a casualty?

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- (4) What are the concerns and choices available to P&I Underwriter for mis-declared General Average?
- (5) Salvage issues
  - (a) How is it determined whether salvage will be considered separately (arbitration) or within the GA?
  - (b) What difference does it make insofar as collection of security is concerned?
  - (c) What difference does it make insofar as the process of the GA itself is concerned?
- (6) Environmental issues
  - (a) What is the impact on the GA if environmental issues are involved, whether for the vessel (e.g., oil pollution) or containers (e.g., hazardous goods or regular cargo)?
  - (b) Do the potential fines and penalties have any impact on the GA?

### **VII. Conclusion**

- a. Concluding remarks from Moderator and Panelists
- b. Questions

## Panelists

### **Rodney Q. Fonda, Esq.**

Partner

Nicoll Black & Feig

Since 1977, Rod Fonda's practice has focused on all aspects of maritime and transportation law. He is presently "Of Counsel" with the maritime firm of Nicoll Black & Feig in Seattle. Rod is admitted to practice in the states of Washington and New York. He has been a Proctor in the MLA since 1981, when his first boss Paul Poliak said, "Here, sign this application" shortly before the MLA upgraded its requirements for Proctor status. Rod received his B.A. from Yale University in 1973 and his law degree from the University of Michigan Law School in 1975. Rod has represented marine and transportation insurers in defense, subrogation, and coverage cases involving yachts, fish boats, container ships, tugs and barges, and conveyances of goods on water, land, and air. He has tried jury and non-jury cases in state and federal courts, involving issues ranging from crewmember injuries to shipyard repairs to complex cargo cases to salvage claims. He also has litigated in a variety of alternative dispute resolution forums, including the Society of Maritime Arbitrators in New York. Over the years, Rod has been a frequent lecturer to industry groups and CLEs, and has also been an instructor for Marine Claims classes on behalf of the Marine Insurance Association of Seattle. He serves on the Carriage of Goods and Marine Insurance committees, and is Chair of the General Average sub-committee.

### **Kevin J. Hartmann, Esq.**

General Counsel, Americas

MOL (Americas) LLC

For more than twenty-five years, Mr. Hartmann has practiced in-house for the United States general agent of Mitsui O.S.K. Lines, Ltd. ("MOL"), one of the largest ocean shipping companies in the world. Prior to that time, over a ten-year period he practiced maritime law in New York and New Jersey, primarily with Kirlin, Campbell & Keating. Before attending law school, Mr. Hartmann sailed for three years as an Engineering Officer for the Military Sealift Command. He also served fourteen years in the United States Naval Reserve. He is a graduate of New York Maritime College and the Stetson University College of Law.

### **Aase Naaman Jensen**

Senior Vice President, Head of Skuld New York

Skuld North America Inc.

Ms. Jensen joined Skuld as a claims handler in 2008, initially in Copenhagen and later transferred to New York, where she has been handling a broad variety of both P&I claims and FD&D disputes on behalf of owners, charterers and traders. Aase is originally a Danish lawyer and has an LLM in US law from Fordham in New York. Before joining Skuld, Ms. Jensen worked on the commercial side for Mediterranean Shipping Company

in Copenhagen and Oslo, as well as in the claims department for a freight forwarder and taught maritime law at Copenhagen Business College.

**Jonathan S. Spencer**

Average Adjuster  
The Spencer Company

Jonathan S. Spencer is an average adjuster and the principal of The Spencer Company, a marine claims consultancy in New York, USA. He holds an M.A. in Modern Languages (Spanish and French) from Oxford University, England. He has lived in New York since 1978 and was employed by a leading, international average adjusting company then by a marine insurer before starting his own business in 1998. He is a Full Member of the Association of Average Adjusters of the United States and Canada, and a past chair and current member of its Board of Directors; a Member, and past President, of the Association Mondiale de Dispatcheurs (International Association of Average Adjusters); an Adjunct Member and past director of the Maritime Law Association of the United States and a past chair of its standing committee on Marine Insurance and General Average; a member of the standing committees on General Average and on Marine Insurance of the Comité Maritime International (CMI); a member of the Technical Committee of the Asociación Latinoamericana de Suscriptores Marítimos (ALSUM); and an adjunct member of the Admiralty Committee of the City Bar Association of New York. He was a member of the US delegation at the CMI Sydney conference where the 1994 York Antwerp Rules for the Adjustment of General Average were adopted; an observer on behalf of the Association of Average Adjusters of the United States at the CMI Vancouver conference adopting the 2004 York Antwerp Rules and US representative on the CMI International Working Group preparing for the adoption at the CMI conference in New York of the 2016 York Antwerp Rules. In the course of his daily business, Jonathan specializes in the insurance aspects of marine casualty management, resolves property and liability claims on all classes of vessels, cargoes and offshore installations and acts as an expert witness in matters related to general average and marine insurance claim settling practice.

**Gina Venezia, Esq.**

General Counsel International Division  
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Ms. Venezia has more than 20 years of experience at Freehill Hogan & Mahar in New York. She has extensive experience in the marine sector and has a significant amount of trial experience. She is best known for her ability to give complex advice on compliance and regulatory issues, particularly in the areas of sanctions and commercial contracts.