

QUESTIONNAIRE - Comments on investigation

SECTION 1

- 1.
- 1.1
 - a. NO.
 - b. One from cargo insurers expressed his support to abolish g.a. who stated:
 - i) taking the reference on absolute liability system as that the expenses would be born by shipowners themselves.
 - ii) for sacrifice, to be born by respective owners.
- 1.2
 - a. Not seen.
 - b. Not seen.
2. No. Even the RR would have been taken force, the YAR could still work normally.
3.
 - a) NO. Many concept have been formed by understanding.
 - b)
4. A more self-contained and completed code is certainly helpful.
5. No.
6. Not necessary.
7.
 - a) The enforcement is not the role of the YAR.
 - b) The standard forms are helpful. However, it is not suggested to included the same in the Rules. It could be suggested by CMI at their website.
Not to include the clause in the Rules. The Clause is the multi-choice by the shipowners and Hull Underwriters. And, it is not always the intention of the Hull Underwriters for all the shipowners (to be granted of such benefit).
9.
 - a) No.
 - b) The lawfulness of ransom has not been confirmed by the PRC laws.
10.
 - a) An adjuster stated that the modern technology could help to reduce the work load of the adjuster, such as using EXCEL to include the calculation, the concept of data-sharing, etc.
 - b) Sometime the assistance of P&I service and ship's agent at destination would be more efficiency and sometime free of charge.
 - c) No.
 - d) No.
- 11.

SECTION 2

1. Not necessary.
2. No. Even if required, is it to be included in Rule XVI?
3. Not support.

SECTION 3

- 1.
- 2.
- 2.1 The issue is rare encountered in China.
- 2.2 No comments.
- 3.
- 3.1 No. It would be difficult to calculate.
- 3.2
- 4.
- 5 It is sometimes the case that the delay in completing the adjustment is as the reasons in the adjusters' office.
- 5.1 Yes,
- 5.2 Keep not to change.
- 6.
- 6.1 No.
- 6.2
- a) No.
- b)
- 6.3 No.
- 7.
- 7.1 Not seen.
- 7.2 Leave adjuster to determine
- 7.3 Yes.
- 7.4
- a) a)
- b)
- 7.5 No. seen.

SECTION 4

- 1.
- 2.
- 3.
4. suggested not to retain
- 5.
- 6.
- 6.1
- a) 4, and with opinion that its nature of general average would not be changed.
- b) someone from cargo insurers support not to include salvage in g.a. if the various parties settled respectively.
- c)
- 6.2
- a) support/against 50/50.
- b) Yes, but it would not be more effective.
- 7.
- 8.
- a)
- b)
- 9.

- 10
- 10.1 No unanimous comments
- 10.2 No.
- 11.
- 11.1 back to 1994 position
- 11.2 No, to leave to adjuster to decide
- 11.3 probably could not achieve
- 11.4 yes
- 11.5
 - a) complex issue with no comments
 - b) yes
 - c)
 - d) no
- 12.
- 13.
- 14.
- 14.1 Not to retain the 2004 version
- 14.2
- 15.
- 16. Not to change.
- 17.
- 17.1 Not necessary. This could leave the adjuster to decide basing on situation of different cases. Express wording in the Rule might have made confusion in collecting the security.
- 17.2 The change in 1974 to use the CIF invoice value was for simplicity. Any amendment which would have increase the adjuster's works might be considered to be contrary to the original intention.
- 18
- 19.
- 20. Yes. Delete the allowance for commission.
- 21.
- 21.1 agree to use floating rate.
- 21.2 leave CMI to consider the complex factors in publishing the rate for the year.
- 22. Yes.
- 23. Should not be retained.
According to Article 263 of MARITIME CODE OF P.R.C."The limitation period for claims with regard to contribution in general average is one years, counting from the day on which the adjustment was finished."