

**Rules of Practice
of the
Association of Average Adjusters of Canada**

Revised June 1993
Revised June 2002

**RULES OF PRACTICE
FOR THE GREAT LAKES**

Adopted February 16th, 1971
Confirmed March 17th, 1971

(These Rules shall also apply to adjustments governed by Contracts of Affreightment providing for adjustments according to American Lake Practice or American Lake Adjustment.)

1. DOCKING FOR SIGHT AND SURVEY

When a vessel meets with an accident on account of which she is recommended by the underwriters' representative to be placed on dry dock specially for sight and survey and no damage requiring repair is found, underwriters shall bear the entire dry docking expense provided the owner complies with the underwriters' representative's recommendation with respect to time and place of dry docking.

2. DEDUCTIONS FROM COST OF REPAIRS IN ADJUSTING GENERAL AVERAGE

In adjusting claims for General Average, repairs to be allowed in General Average shall not be subject to deductions in respect of "new for old".

3. SUE AND LABOUR

Rule rescinded.

4. CREDIT FOR EXPENSES SAVED BY TOWAGE TO A PLACE OF REPAIR

If a damaged vessel, after discharging her cargo at destination, is taken to a shipyard for repairs en route or adjacent to a place where she is to load cargo after being repaired, only the extra towage expense taking her to and from the shipyard shall be charged to underwriters.

5. DEFERMENT OF REPAIRS FOR OWNERS' CONVENIENCE

Where repairs of known damage are deferred for the convenience of the owner beyond fifteen (15) months, any increase in the claim upon underwriters resulting from such deferment shall be borne by the owners. Nevertheless, if it can be established that such deferment resulted in a saving to underwriters, the increase in the amount of the claim up to the amount of saving to underwriters effected, shall be charged to underwriters.

6. TEMPORARY REPAIRS

- a) The cost of reasonable temporary repairs shall be charged to underwriters:
- when made in order to effect a saving in the cost of permanent repairs;

- when complete repairs cannot be made at the port where the vessel is, or cannot be made when parts or material cannot be obtained except after an unreasonable delay.

b) Where temporary repairs are reasonably effected at a port of loading, call or refuge, for the common safety or for the safe prosecution of the voyage, the cost of such repairs shall be allowed in General Average.

7. INTEREST AND COMMISSION IN GENERAL AVERAGE

1. Bulk Cargo and Vessel in Ballast

Interest and commission on allowances, sacrifices or expenditures are not allowable in General Average in ballast cases or in cases involving the carriage of bulk cargoes.

2. General Cargo

a) Where allowances, sacrifices or expenditures are charged or made good in General Average, interest shall be allowed thereon at the legal rate prevailing at the last place or port of destination.

b) A commission of 2 percent on General Average disbursements, other than the wages and maintenance of master, officers and crew and fuel and stores not replaced during the voyage, shall be allowed in General Average.

8. VALUATION OF CONTRIBUTING INTERESTS IN GENERAL AVERAGE

The vessel shall contribute to General Average on a value based upon the full agreed insurance valuation appearing in the insurance policy or policies on Hull and Machinery, without taking into consideration any insurance effected on said vessel on increased value or excess liabilities

The cargo shall contribute to General Average on a value based upon its insured value or, if uninsured, its invoice value including guaranteed freight paid or payable.

The freight shall contribute to General Average based on the gross amount at risk and earned less one half.

9. CARGO AND FREIGHT - AMOUNT MADE GOOD IN GENERAL AVERAGE

The amounts to be made good as General Average for damage to or loss of cargo and loss of freight arising therefrom shall be calculated on the same basis as for the contributory values dealt with in Rule No. 8.

10. WAGES AND PROVISIONS IN GENERAL AVERAGE

1) Where cargo is lightered, wages and provisions are allowable while the cargo is being reloaded.

2) In making allowances for wages and provisions in General Average at a port or place of refuge, a period of less than twelve hours either alone or in excess of a number of complete days, shall be disregarded and a period of twelve hours or more, either alone or in excess of a number of complete days, shall be treated as a complete day.

11. APPORTIONMENT OF COMMON EXPENSE WHEN REPAIRS ARE MADE

Common expenses for making repairs such as moving the vessel to and from a repair yard, towage, docking and undocking, dry dock charges and other expenses which are common and

required by both classes of work, shall be divided equally between the owner and the underwriters when a vessel is dry docked and/or undergoes repairs:-

a) for owner's account and damage previously unknown is discovered chargeable to underwriters for which repairs are concurrently made;

or

b) for survey and/or repairs chargeable to underwriters and repairs for owner's account are concurrently made which are immediately necessary for the seaworthiness or the continued operation of the vessel even though the necessity for such owner's repairs was previously unknown.

A classification survey, although it is for the owner's account, shall not be considered as requiring the division of common expenses under this Rule since classification societies defer such surveys for the owner's convenience and the entire amount of the common expense shall be chargeable to the underwriters unless repairs are concurrently made for owner's account which are immediately necessary for seaworthiness or the continued operation of the vessel.

When as a matter of convenience an owner takes advantage of the vessel being at a repair yard for underwriters' repairs and makes repairs or has maintenance work performed for owner's account not immediately necessary for seaworthiness or the continued operation of the vessel, the entire amount of the common expense shall be chargeable to the underwriters.

12. MAINTENANCE OF CLASS CHARGES

When a vessel meets with an accident which a survey discloses has not affected her seaworthiness and a certificate or report to that effect is issued by a Classification society, granting permission to postpone permanent repairs until a later date, and a second certificate or report for maintenance is issued when repairs are finally carried out, only the charge for the second classification certificate or report will be recognised, unless it develops that the services for the first certificate or report result in an ultimate saving to underwriters, in which event the first charge may be allowed in an amount up to the saving effected.

13. DIVISION OF LEGAL EXPENSE

1) Legal expenses shall be divided into the following categories:-

a) Attack relating to the proceedings for the recovery of damages sustained by the insured ship in collision.

b) Defense relating to proceedings against the insured ship for damage sustained by another ship in collision.

2) Owner and underwriters shall contribute to the legal expense of attack in the proportion that owner's claim for deductible average, demurrage or other expense, and underwriters' claim for the balance, bears to the entire provable damage claim of the insured ship.

3) Where the insured ship becomes legally liable for the damage sustained by another ship, the legal expense of defense shall be charged to the underwriters, but where defense is successfully maintained legal expense shall be divided between owner and underwriters in the proportion which the owner's deductible average the payment of which is avoided, bears to the estimated potential liability of the insured ship to the other ship.

This latter method of apportionment of legal expense shall also be applied to any case where the collision damages, as finally determined, are less than the owner's deductible average, provided the collision liability claim as originally asserted, based upon reasonable and proper estimates, exceeds the deductible average, the owner's participation in the claim and legal expense not to exceed the amount of his deductible average.

4) In cross actions involving both attack and defense, legal expense shall be apportioned between owner and underwriters to the extent to which each is interested in accordance with the foregoing principles. That is to say:

- a) Attack expenses charged to owners and underwriters in proportion to the extent to which they are interested.
- b) Defense expenses charged to underwriters.

5) The foregoing principles shall govern in respect of compromise settlements and arbitrations.

RULES OF PRACTICE (OTHER THAN GREAT LAKES)

Adopted April 9th, 1975
Confirmed June 11th, 1975.

GENERAL RULES

1. That when the contract of Carriage or alternatively, the policies covering the interest insured, provides for the adjustment of loss to be made in accordance with Canadian Law and Usage, the adjustments shall be made in accordance with the following rules.
Where the Contract or policy of insurance provides for the adjustment in accordance with Lake Practice, the rules of Practice for the Great Lakes will apply.

2. ADJUSTMENTS "FOR THE CONSIDERATION OF UNDERWRITERS"

That any adjustment prepared for the consideration of underwriters shall include a Statement of the reasons of the Average Adjuster for making such adjustment, and, if submitted in conjunction with a claim for which the underwriters are liable, shall be shown as a separate item in the Statement.

3. AGENCY COMMISSION AND AGENCY

That in practice neither commission (excepting bank commission) nor any charge by way of agency or remuneration for trouble is allowed to the shipowner in average, except in respect of services rendered on behalf of cargo when such services are not involved in the Contract of Affreightment, unless details of the circumstances giving rise to the charge have been submitted to the leading underwriters and approved by them.

4. BASIS OF ADJUSTMENT

That an adjustment of General Average shall be prefaced by a Statement setting forth on what principle or according to what law the adjustment has been made and the reason for so adjusting the claim.

In all cases the adjuster shall give particulars in a prominent position in the Average Statement of the clause or clauses contained in the Charter party and/or Bills of Lading with reference to the adjustment of General Average.

5. ADJUSTMENT: POLICIES OF INSURANCE AND NAMES OF UNDERWRITERS

That when an adjustment is drawn up showing the amounts claimed to be due from named underwriters unless the policies or certificates of insurance have been produced to the Adjusters, a note shall be inserted in the adjustment so stating and giving details as to where the policy information has been obtained.

6. APPORTIONMENT OF COSTS IN COLLISION CASES

That when a vessel sustains and does damage by collision, and litigation consequently results for the purpose of testing liability, the technicality of the vessel having been plaintiff or defendant in the litigation shall not necessarily govern the apportionment of the costs of such litigation, which shall be apportioned between claim and counterclaim in proportion to the amount, excluding interest, which has been or would have been allowed in respect of each in the event of the claim or counterclaim being established; provided that when a claim or counterclaim is made solely for the purpose of defense, and is not allowed, the costs apportioned thereto shall be treated as costs of defense.

Nothing contained in the rule shall affect those legal costs and/or other expenses incurred specifically for the purpose of defense or recovery which shall be charged accordingly.

7. AIR FREIGHT

The cost of ordinary air freight on repair parts shall be allowed as part of the reasonable cost of repairs.

The cost of any extraordinary shipments by air, such as chartered aircraft or similar means, shall be dealt with by the Adjuster considering (1) the reasons for such shipment and/or (2) the savings resulting therefrom. The Adjuster shall insert a note in the average statement in explanation of the allowances or charges made.

8. CREDITS FOR OLD MATERIAL

Where old material is replaced by new, credit shall be given in the Average Statement for the value of proceeds of the old material, or, if there is no credit, the Adjuster shall insert a note in explanation.

PARTICULAR AVERAGE

9. EXPENSES OF REMOVING A VESSEL FOR REPAIR

1. For the purpose of ascertaining the reasonable cost of repairs, and subject to any express provisions in the policy, where a vessel is at any port, place or location (hereinafter referred to as 'port') and is necessarily or reasonably removed to some other port for the purpose of repairs, either because the repairs cannot be effected at the first port, or cannot be effected prudently, the additional expenses reasonably incurred by the shipowner in removing the vessel (other than any expenses allowable in general average) shall be treated as part of the reasonable cost of repairs.

2. a) Where the vessel after repairing forthwith returns to the port from which she was removed, the expenses incurred both in removing the vessel to the port of repair and in returning shall be treated as part of the expenses of removal.

b) Where the vessel loads a new cargo at the port of repair or proceeds thence to some other port for the same purpose, the expenses shall be calculated as though, but for the repairs, the vessel had previously been engaged to proceed direct from the port from which she was removed to the loading port.

c) Where, immediately following a casualty, or upon completion of the voyage on which the casualty occurred, the vessel is removed solely to enable repairs to be effected which are essential for continued trading, the expense may, at the owner's option, be calculated only for the single passage to the repair port.

3. a) The expenses of removal shall include, inter alia, the cost of any necessary temporary repairs, wages and provisions of crew and/or runners, pilotage, towage, extra marine insurance, port charges, bunkers and stores.

b) Where by moving the vessel to or from the port of repair any new freight or hire is earned, such net earnings shall be deducted from the expenses of removal.

4. The expenses of removing the vessel for repair shall be charged as follows:

a) Where the vessel is removed to the port of repair as an immediate consequence of damage for the repair of which underwriters are liable, or the vessel is necessarily taken out of service especially to effect repairs arising from that damage, the whole cost of removal shall be treated as part of the cost of repairing that damage, notwithstanding that the shipowner may have taken advantage of the removal to carry out survey for classification purposes or to effect other average repairs or repairs on his own account.

However, where the vessel is removed for owner's purposes, other than a routine overhaul as in 4(b) below, or as an immediate consequence of damage for which underwriters are not liable, no part of the cost of removal shall be charged to underwriters, notwithstanding that repairs for which they are liable may be carried out at the port of repair.

b) Where the vessel is removed to the port of repair for routine overhaul at which repairs on both owner's and underwriters' accounts are effected, the expenses of removal shall be

apportioned pro rata to the cost (including dry dock dues and general services) of all work effected at the port, other than to any damage sustained after the commencement of the removal passage and the cost of any major parts shipped to the repair port from elsewhere.

10A. DRY DOCK EXPENSES

1. That, in practice, where repairs for the cost of which underwriters are liable, are necessarily effected in dry dock as an immediate consequence of the casualty, or the vessel is taken out of service especially to effect such repairs in dry dock, the cost of entering and leaving the dry dock, in addition to so much of the dock dues as is necessary for the repair of the damage, shall be chargeable in full to the underwriters, notwithstanding that the shipowner may have taken advantage of the vessel being in dry dock to carry out survey for classification purposes or to effect repairs on his account which are not immediately necessary to make the vessel seaworthy.

2. a) Where repairs on owner's account which are immediately necessary to make the vessel seaworthy and which can only be effected in dry dock are executed concurrently with other repairs, for the cost of which underwriters are liable, and which also can only be effected in dry dock,

b) Where the repairs, for the cost of which underwriters are liable, are deferred until a routine dry-docking and are then executed concurrently with repairs on owner's account which require the use of the dry dock, whether or not such owner's repairs affect the seaworthiness of the vessel, the cost of entering and leaving the dry dock, in addition to so much of the dock dues as is common to both repairs, shall be divided equally between the shipowner and the underwriters, irrespective of the fact that the repairs for which underwriters are liable may relate to more than one voyage or accident or may be payable by more than one set of underwriters.

3. Sub-division between underwriters of the proportion of dry docking expenses chargeable to them shall be made on the basis of voyages, and/or such other franchise units as are specified in the policies.

4. In determining whether the franchise is reached the whole cost of dry docking necessary for the repair of the damage, less the proportion (if any) chargeable to owners, when Section 'a' of paragraph 2 applies, shall be taken into consideration, notwithstanding that there are other damages to which a portion of the cost of dry docking has to be apportioned in ascertaining the amount actually recoverable.

10B SCRAPING AND PAINTING

Where the Policy includes a Clause to the effect that:

"No claim shall in any case be allowed in respect of scraping or painting the vessel's bottom."

1. Gritblasting and/or other surface preparation of new bottom plates ashore and supplying and applying any "shop" primer thereto,

2. Gritblasting and/or other surface preparation of:

a) the butts or area of plating immediately adjacent to any renewed or refitted plating damaged during the course of welding and/or repairs,

b) areas of plating damaged during the course of fairing, either in place or ashore.

3. Supplying and applying the first coat of primer/anticorrosive to those particular areas mentioned in (1) and (2) above shall be allowed as part of the reasonable cost of repairs in respect of bottom plating damaged by an insured peril and shall be deemed not to be excluded by the wording of this Clause. The gritblasting and/or other surface preparation and the painting of all other areas of the bottom is excluded by the Clause.

11. TEMPORARY REPAIRS - PARTICULAR AVERAGE

The cost of reasonable temporary repairs shall be allowed:

- When made in order to effect a saving in the cost of permanent repairs;
- When complete repairs cannot be made at the port where the vessel is;
- When the material or parts necessary for permanent repairs are unobtainable at the port where the vessel is, except after unreasonable delay.

The adjuster shall insert a note in the Average Statement in explanation of the allowances made.

12. COMPENSATION AND EXPENSES OF OWNERS' SUPERINTENDENT

In cases where a superintendent, or other shore employee, in the permanent employ of the owner of the vessel, superintends the repair of average damage, compensation for such service and incidental expenses shall be allowed in average:

First: When an independent surveyor, or outside man, has not been employed for this purpose, and the vessel is repaired at a port other than where the superintendent or other employee makes his headquarters; or,

Second: When the owner has incurred extra expense by employing, temporarily, another man to do the work of the superintendent, or other shore employee, while either of the latter is engaged in superintending repair of average damage.

13. CLASSIFICATION SURVEYOR'S FEES - PARTICULAR AVERAGE

Fees of Classification Societies for surveys of particular average damages shall be allowed (notwithstanding that a survey of such damages would have been required for classification purposes) in addition to a fee paid an independent surveyor.

GENERAL AVERAGE

14. VESSEL IN BALLAST

When a vessel in ballast is in the course of voyage and suffers damage which requires her to proceed to a port or place of safety, or is delayed in a port or place on account of damage which requires temporary or permanent repairs to be made to enable the vessel to safely continue her voyage, the expenses incurred, as outlined in Rule X and Rule XI of the York/Antwerp Rules, 1994, or any amendments thereto, shall be included as a claim on underwriters insuring the vessel, in the same manner as if the vessel had cargo on board.

15. VESSEL IN TOW

When a vessel is proceeding on a voyage in tow, or being towed by another vessel, and an accident and/or breakdown occurs which results in services being rendered to any or all the vessels involved, the charges rendered for the services performed will be apportioned between the vessels, on the basis that they are separate interests, and the portion of the charges and/or

expenses which fall on a vessel with cargo shall be apportioned between that vessel and her cargo, on the basis of General Average.

16. CLAIMS ARISING OUT OF DEFICIENCY OF FUEL

That in adjusting General Average arising out of deficiency of fuel the facts on which the general average is based shall be set forth in the adjustment, including the material dates and distances, and particulars of fuel supplies and consumption.

17. VOLUNTARY STRANDING

When a ship is intentionally run on shore for the common safety whether or not she might have been driven on shore, the consequent loss or damage shall be allowed in General Average.

18. EXPENSES LIGHTENING A SHIP WHEN ASHORE

When a ship is ashore, and, in order to float her, cargo is put into lighters, and is then at once reloaded on the same ship, the whole cost of lightering including lighter hire and re-loading, shall be allowed in General Average.

19. STRANDED VESSELS: DAMAGE TO ENGINES IN GETTING OFF

That damage caused to machinery and boilers of a stranded vessel, in endeavouring to refloat for the common safety, when the interests are in peril, shall be allowed in General Average.

20. DAMAGE TO SHIP AND CARGO DUE TO 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 in General Average shall be made for damage by smoke or heat however caused.

21. FIRE EXTINGUISHERS

The cost of replacing gas or any commodity used in efforts to extinguish a fire on board a vessel shall be allowed in General Average even though the gas or commodity was on board the vessel at the time the fire was discovered.

22. DECKLOAD JETTISON

Where cargo is in accordance with a custom of trade, carried on and under deck, that portion of the cargo loaded on deck shall be subject to the same rules of adjustment in case of jettison and expenses incurred, as if the same were laden under deck.

23. RESORT TO PORT OF REFUGE FOR GENERAL AVERAGE REPAIRS

1. Treatment of the Charges Incurred

That when a ship puts into a port of refuge in consequence of damage which affects the vessel's seaworthiness, and sails thence with her original cargo, or a part of it, the outward as well as the inward port charges shall be treated as General Average; and when cargo is discharged for the purpose of repairing such damage, the warehouse rent and cost of insurance on cargo while therein and reloading of the same shall, as well as the discharge, be treated as General Average.

2. Treatment of Costs of Storage and Reloading at Port of Refuge

That when the cargo is discharged for the purpose of repairing, reconditioning or diminishing

damage to ship or cargo which is itself the subject of General Average, the cost of storage on it and of reloading it shall be treated as General Average, equally with the cost of discharging it.

3. Insurance on Cargo discharged under Average

That in practice, where the cost of insurance has been reasonably incurred by the shipowner, or his agents, on cargo discharged under average such cost shall be treated as part of the cost of storage.

24. TOWAGE FROM A PORT OF REFUGE

That if a ship be in a port of refuge at which it is practicable to repair her, and if, in order to save expense, she be towed thence to some other port, then the extra cost of such towage shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure.

25. CARGO FORWARDED FROM A PORT OF REFUGE

That if a ship be in a port of refuge at which it is practicable to repair her so as to enable her to carry on the whole cargo, but, in order to save expense, the cargo, or a portion of it, be transhipped by another vessel, or otherwise forwarded, then the cost of such transshipment (up to the amount of expense saved) shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure.

26. CARGO SOLD AT A PORT OF REFUGE

That if a ship be in a port of refuge at which it is practicable to repair her so as to enable her to carry on the whole cargo, or such portion of it as is fit to be carried on, but, in order to save expense, the cargo, or a portion of it, be, with the consent of the owners of such cargo, sold at the port of refuge then the loss by sale including loss of freight on cargo so sold (up to the amount of expense saved) shall be divided in proportion to the saving of expense thereby occasioned to the several parties to the adventure; provided always that the amount so divided shall in no case exceed the cost of transshipment and/or forwarding referred to in the preceding rule of the Association.

27. INTERPRETATION OF THE RULE RESPECTING SUBSTITUTED EXPENSES

That for the purpose of avoiding any misinterpretation of the term "substituted expenses", it is understood that the saving of expenses is limited to a saving or reduction of the actual outlay, including crew's wages and provisions, if any, which would have been incurred at the port of refuge, if the vessel had been repaired there, and does not include supposed losses of expenses, such as interest, loss of market, demurrage, or assumed damage by discharging.

28. TREATMENT OF DAMAGE TO CARGO CAUSED BY DISCHARGE, STORING AND RELOADING

That damage necessarily done to cargo by discharging, storing, and reloading it, be treated as General Average when and only when, the cost of those measures respectively is so treated.

29. DEDUCTIONS FROM COST OF REPAIRS IN ADJUSTING GENERAL AVERAGE

In adjusting claims for General Average, repairs to be allowed in General Average shall not be subject to deductions in respect of "new for old".

30. WAGES AND PROVISIONS - GENERAL AVERAGE

In making allowance for wages and provisions in General Average a period of less than twelve hours, either alone or in excess of a number of complete days, shall be disregarded and a period of twelve hours or more, either alone or in excess of a number of complete days, shall be treated as a whole day.

31. BASIS OF CONTRIBUTION TO GENERAL AVERAGE

The contribution to a General Average shall be made upon the actual net values of the property at the termination of the adventure. To such values shall be added the amount made good as General Average for property sacrificed, if not already included; deduction being also made from the value of the property of all extra charges incurred in respect thereof subsequent to the General Average Act, except such charges as are allowed in General Average regarding freight as per Clause 3 below.

1. Ship

That in any adjustment of General Average there shall be set forth the Certificate on which the contributory value of the ship is based, or if there be no such Certificate, the information adopted in lieu thereof, and any amount made good shall be specified. The value should not take into account the beneficial or detrimental effect of any demise or time charter-party to which the ship may be committed.

2. Cargo

That the value of cargo shall be the value at the time of discharge, ascertained from the commercial invoice rendered to the receiver, or if there is no such invoice, from the shipped value. The value of the cargo shall include the cost of insurance and freight unless and insofar as such freight is at the risk of interests other than the cargo, deducting therefrom any loss or damage suffered by the cargo prior to or at the time of discharge.

3. Freight

That freight at the risk of the shipowner shall contribute to General Average upon one-half the gross amount.

4. When property saved by a General Average act is injured or destroyed by subsequent accident, the contributing value of that property to a General Average shall, when it does not reach the port of destination, be its actual net proceeds; when it does it shall be its actual net value at the port of destination on its delivery there; and in all cases any values allowed in General Average shall be added to and form part of the contributing value as shown. The above rule does not apply to adjustments made before the adventure has terminated.

32. CARGO AND FREIGHT - AMOUNT MADE GOOD IN GENERAL AVERAGE

The amounts to be made good as General Average for damage to or loss of cargo and loss of freight arising therefrom shall be calculated on the same basis as for the contributory values.

33. INTEREST ON ALLOWANCES IN GENERAL AVERAGE

Where allowances, sacrifices, or expenditures are charged or made good in General Average, interest shall be allowed thereon at the legal rate prevailing at the place or port of destination.

34. PROVISION OF FUNDS

A commission of 2 percent on General Average disbursements other than the wages and maintenance of master, officers and crew and fuel and stores not replaced during the voyage shall be allowed in General Average, but when the funds are not provided by any of the contributing interests, the necessary cost of obtaining the funds required by means of a bottomry bond or otherwise, or the loss sustained by owners of goods sold for the purpose, shall be allowed in General Average.

The cost of insuring money advanced to pay for General Average disbursements shall also be allowed in General Average.