**AVERAGE  GUARANTEE     (FORM B)**

**(Based on wording approved by the Association of Average Adjusters**

**and the Institute of London Underwriters)**

 **NOTE:** This guarantee will be accepted provided that no additions, deletions or amendments are made to it.

 **To:** The Owners of the vessel named below and other parties to the adventure as their interests may appear.

**VESSEL**  **“XXX”**

**VOYAGE**

In consideration of the delivery in due course of the goods specified below to the consignees thereof without collection of a deposit, we, the undersigned insurers, hereby undertake to pay to the shipowners or to the Average Adjusters, XXX, on behalf of the various parties to the adventure as their interests may appear, any contribution to General Average and/or Salvage and/or Special Charges which may hereafter be ascertained to be properly and legally due in respect of the said goods.

We further agree:

a) to make prompt payment(s) on account of such contribution as may be properly and legally due in respect of the said goods, as soon as the same may be certified by the said Average Adjusters;

b) to furnish to the said Average Adjusters at their request all information which is available to us relative to the value and condition of the said goods;

c) that the standard form of Non-Separation Agreement is to apply (copy attached);

d) that this agreement shall be governed by XXX Law and a XXX Court shall have exclusive jurisdiction over any dispute arising out of this agreement and each party shall irrevocably submit to the jurisdiction of that Court;

e) that this guarantee is intended to create a legally binding obligation notwithstanding that it may be transmitted and stored solely in electronic form. It is thereby agreed that transmission of this guarantee to the average adjusters constitutes good delivery to the Owners and other parties to the adventure who wish to enforce this guarantee.

PORT OF LOADING:

PORT OF DISCHARGE:

BILL OF LADING:

QUANTITY & DESCRIPTION OF GOODS:

INSURED VALUE:

POLICY/REF & PREMIUM (if known):

SIGNATURE(with company chop)

NAME & ADDRESS

TEL NO FAX NO. E-MAIL

DATE

Average Adjusters are:-

**ATTACHING TO:    AVERAGE  GUARANTEE     (FORM B)**

**STANDARD FORM OF NON-SEPARATION AND FORWARDING AGREEMENT**

It is agreed that in the event of the vessel's cargo or part thereof being forwarded to original destination by other vessel, vessels or conveyances, rights and liabilities in General Average shall not be affected by such forwarding, it being the intention to place the parties concerned as nearly as possible in the same position in this respect as they would have been in the absence of such forwarding and with the adventure continuing by the original vessel for so long as justifiable under the law applicable or under the Contract of Affreightment.

The basis of contribution to General Average of the property involved shall be the values on delivery at original destination unless sold or otherwise disposed of short of that destination; but where none of her cargo is carried forward in the vessel she shall contribute on the basis of her actual value on the date she completes discharge of her cargo.

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