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REPUBLIC OF CAMEROON

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(Second announcement)

## **INTERNATIONAL SYMPOSIUM ON MARINE INSURANCE**

### CONCEPT NOTE

#### **Theme:**

#### **Relevance of general average in the settlement of marine claims**

Date: 25 – 27 June 2025

Venue: Kribi - Cameroon

#### **I. Context and Background**

Introduced at a time when there was a need to share the risks of shipping by sea, the current perception of the general average principle has obliged us to reconsider its relevance in maritime claims. At its inception, it was an insurance mechanism between temporary members of a maritime expedition who considered that they had a common interest in surviving the **perils of navigation at sea**. This mechanism was only applicable when a **voluntary sacrifice** or loss affecting the maritime expedition was incurred, and to which it must be limited. The prime reason was to uphold **solidarity** in the venture. But various schemes have been used to declare general average for expenses which could possibly be paid by the shipowner, such as costs for towing, assistance, release, repair or ransom, moral prejudice or damages voluntarily caused to the goods beyond any sacrifices made, sometimes resulting from the failure to ensure the vessel is seaworthy before the voyage. Several discrepancies have been observed, leading us to question the need to abolish an outdated institution that is unknown to other modes of transport and even to similar modes such as inland waterway transport.

## II. Key issues

What is the current perception of general average given the declining solidarity in its implementation? Can the captain objectively declare general average when he fails to exercise due diligence to ensure that the vessel is seaworthy? Who decides whether or not to declare general average? Do all the losses and expenses have to be covered by general average? Does the declaration of general average rule out the liability of the carrier in the delivery of the goods?

In spite of all these questions, the abolition of general average now seems to have raised a debate on remodelling or redefining its scope of implementation. As a follow-up to the symposium on “the challenges of marine insurance in African countries”, marine insurance is now considered to be the last resort to protect shippers against the dangers of the general average principle, which could cause the decline or bankruptcy of a company or shipper. For example, during the fire outbreak on the MAERSK HONAM in 2018, the dispatcher *Richard Hogg Lindley* demanded salvage compensation corresponding to 42.5% of the goods and a general average deposit of 11.5%. What would happen to an uninsured shipper involved in an expedition where their entire cargo and investment was on board the vessel? This is not the only case which reveals the increasing declaration of general average. We can also cite the blocking of the Suez Canal by the Evergiven in 2021, the crippling of the port of Baltimore by the M/V Dali chartered by MAERSK during the incident that led to the collapse of the Sir Francis Scott Key Bridge on the Patapsco River in April 2024, or the fire that lasted almost 10 days on the newly built MAERSK Frankfurt off the east coast of India in July 2024. Could shipowners find refuge in general average for the incidents that led to the loss at sea of 44 and 99 containers respectively on the CMA CGM Benjamin Franklin in July 2024 and the CMA CGM BELEM in August 2024?

## III. Objectives

In light of the above, this second symposium on marine insurance seeks to pursue the awareness-raising work begun in 2023 in Kribi with the theme “**Relevance of general average in the settlement of maritime claims**”.

### III.A Overall objective

The overall objective of this symposium is to enable the stakeholders of a shipping expedition, and more specifically the shipper, to understand their degree of involvement in maritime incidents beyond the carrier's control.

### **III.B Specific objectives**

The seminar particularly seeks to:

- identify marine incidents and casualties that may give rise to general average;
- identify elements that may trigger general average;
- demystify the general average rule;
- understand the commitments of parties once general average has been declared;
- assess the full extent of the carrier's obligations in order to better defend one's rights and interests.

### **IV. Expected outcomes**

If general average is considered a real lifeline for the carrier, who can bring in all the parties concerned by the cargo, the latter still must be able to establish that he diligently fulfilled his obligations vis-a-vis the vessel and his fellow partners. At the end of such a comprehensive symposium, participants will be able to:

- understand the risk of non-insurance and the types of insurance policies needed to effectively face general average;
- understand the role of the parties involved in general average management;
- better negotiate in preliminary litigations on general average;
- optimise the management of insurance claims;
- learn how to distribute compensation systems between compulsory and supplementary schemes;

### **V. Methodology**

To achieve the set objectives, the seminar will mainly consist of Powerpoint presentations followed by open discussions with the participants. Depending on the adopted format, some workshops will allow participants to examine practical aspects in the calculation and implementation of some maritime insurance policies. The symposium will end with an evaluation session and the issuance of electronic certificates to participants.

### **VI. Nature of working sessions**

Designed to run for three (3) days, the symposium will be divided into eight (8) working sessions on the following topics:

- Identify developments in the interpretation of general average;
  - o historical context of general average;
  - o innovations in general average;
  - o the insurability of exceptional risks and war risks;
  - o criticisms of general average;
- The legal and contractual framework of general average;
  - o national and international regulations (criteria for applying the RYA, RHV, Hamburg, Harter Act);
  - o general average in vessel chartering (applicable clauses or compensation regime?);
  - o Jason clause and new Jason Clause;
  - o typology of damages;
  - o importance of classification and certification in preventing general average,
  - o conditions for the remuneration of salvage expenses (the 'no cure no pay' rule and the scopic clause);
- The operationalisation of general average;
  - o the initiative for triggering general average;
  - o when to assess general average (during or after the sacrifice, or at unloading/delivery?);
  - o procedure for declaring general average;
  - o assessing the captain's liability;
- The importance of general average insurance policies;
  - o loss assessment and determination of contributory value (ineligible expenses),
  - o fate of uninsured, undeclared and misdeclared goods;
  - o legal recourse of the insurer in case of general average;
- Prioritising general average expenses in maritime claims;
  - o criteria of the dispatcher and contesting contributions amounts;
  - o assessing losses and determining contribution rules;
- Compensation of stakeholders;
  - o determination of the creditor and debtor masses;
  - o remuneration and compensation of the parties involved;
  - o special compensation for environmental damage;
- General average litigation;
  - o arbitration of general average,
    - o distinctions between general average proceedings and judicial proceedings to establish the liability of parties in a maritime expedition;

Each of these working sessions will have two or more presentations. The detailed programme will be circulated with the second announcement.

## **VII. Partnerships**

Two types of partnerships are envisaged for this event.

The first will be of a technical nature, mainly for organisations that can provide experts to deliver presentations on specific topics. Experts may be sought from organisations such as the International Maritime Committee, International Union of Marine Insurance (IUMI), Chambre Arbitrale Maritime de Paris, International Group of P&I Clubs, Centre de Droit Maritime et Océanique (CDMO), Conférence Interafricaine des Marchés d'Assurance (CIMA), International Maritime Organisation (IMO), etc.

The second type of partnership will be event-based, designed to give the event greater visibility.

## **VIII. Target audience**

This symposium targets a wide and varied public having a unique interest in marine insurance such as sector stakeholders, professionals and scholars in West and Central Africa States, and the world at large.

This could include:

- Shippers;
- Import/export managers;
- Licensed Customs Brokers;
- Customs declarants;
- Logistic managers;
- Transit agents;
- Procurement managers;
- Business persons involved in international trade;
- Shippers' trade unions;
- Shippers' associations;
- Shipping companies and their agents;
- Stevedoring, shipping or freight forwarding companies and their agents;
- Agents of insurance companies;
- Claims dispatchers;
- Academics and researchers.

## IX. Languages

The symposium will be conducted in French and English with simultaneous interpretation.

## X. Date and venue

**25 - 27 June 2025** in Kribi, Cameroon.

## XI. Participation fee

	Registration fee before 31 March	Registration fee after 31 March
Nationals	200,000 CFA Francs	300,000 CFA Francs
Foreigners	500 EUR	800 Euro
University students	50,000 CFA Francs	100,000 CFA Francs
Conference proceedings	Nationals	25,000 CFA Francs
	Foreigners	50 EUR

## XII. Registration

Interested participants should confirm their participation by filling and submitting the registration form to the CNSC.

## XIII. Format

Participants can either attend the seminar in Kribi or remotely via Zoom.

## XIV. Publication

The proceedings of the seminar may give rise to a publication that will be prefaced by CNSC's General Manager, with a foreword of the Minister of Transport. This will however depend on the support provided by partners towards a successful organisation of the event. Interested persons or organisations may also be invited to subscribe.