

# Non-Poolable Circular

P&I No 2690/2022 27 December 2022

### Notice of Cancellation War Risks

## Charterer's Liability and Non-Poolable Insurances

The Association hereby gives notice of cancellation as per relevant Notice of Cancellation Clause with effect from 00:01 hours GMT 2 January 2023 in respect for War Risk cover for all non-mutual business including but not limited to Charterer's Liability Insurance, Limited P&I Insurance and Non-poolable extended and ancillary insurance covers.

Upon expiry of the notification period the war risk cover for above insurance covers will be reinstated and the following changes will be automatically incorporated in all Certificate of Entries and Insurance Policies:

#### "This policy excludes all loss, damage, liability, cost or expense:

- a) caused by or arising from or in connection with any Russia-Ukraine conflict and/or any expansion of such conflict; or
- b) in any area or territory or territorial waters where Russian armed forces, Russian-backed forces, and/or Russian authorities, are engaged in conflict within the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova.
- c) arising from capture, seizure, arrest, detainment, confiscation, nationalisation, expropriation, deprivation or requisition for title or use, or the restraint of movement of vessels and cargo in the territories (including territorial waters) of the Russian Federation, Belarus, Ukraine and any disputed regions of Ukraine, the Crimean Peninsula and the Republic of Moldova."

#### "Notice of Cancellation ("Notice")

Where this policy insures liability, loss, damage, cost or expense caused by, arising out of or in any way connected with one or more of the following risks:

- 1.1 war, civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power;
- 1.2 capture, seizure, arrest, restraint, or detainment, and the consequences thereof or any attempt thereat;
- 1.3 derelict mines, torpedoes, bombs, or other derelict weapons of war;
- 1.4 strikes, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions;
- 1.5 terrorism, or any person acting maliciously or from a political motive;



## Non-Poolable Circular P&I No 2690/2022 27 December 2022

1.6 confiscation, nationalisation, expropriation, deprivation or requisition.

This policy may be cancelled in respect of these risks only by the Club giving 72 hours' notice of cancellation (hereinafter "Notice") with Notice being effective from midnight Greenwich Mean Time on the day Notice is given by the Club.

The Club may subsequently agree to reinstate cover, if required, at terms to be agreed by the Club. Any reinstatement of cover shall occur at a time to be agreed by the Underwriters.

#### Automatic Termination

- 2.1 Whether or not the notice of cancellation described in clause 1 has been given, this insurance shall TERMINATE AUTOMATICALLY:
- 2.1.1 upon the occurrence of any hostile detonation of any nuclear weapon of war, wheresoever or whensoever such detonation may occur, and/or;
- 2.1.2 upon the outbreak of war (whether there be a declaration of war or not) between any of the following countries: United Kingdom, United States of America, France, the Russian Federation, the People's Republic of China.

This Notice of Cancellation shall apply to all persons or companies named as Assureds and/or Coassureds."

This Notice of Cancellation applies to the war risk cover of the above mentioned covers only, all other terms of the relevant covers remain unchanged.

Yours faithfully,

Lars Rhodin