

CIRCULAR

To the Members

Notice of Cancellation in respect of War Risks for Certain Covers

Notice is hereby given, pursuant to the terms and conditions of the relevant terms and conditions of the Certificate of Entry, that, with effect from 3 January 2023, the following coverage changes will be implemented in respect of War Risks coverage on all non-mutual business including but not limited to Special Cover for Charterers, Fixed Premium P&I cover and Non-Poolable extensions and ancillary covers to mutual entries. Coverage changes do not apply to mutual entries for P&I and FD&D cover.

Territorial and Conflict Exclusion Clause

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.

1 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;

1.6 confiscation, nationalisation, expropriation, deprivation or requisition,

this policy may be cancelled in respect of these risks only by the Association 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 Association.

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

2 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.

Yours faithfully,

The Japan Ship Owners' Mutual Protection & Indemnity Association