



Due to the impact of losses from the Russian/Ukrainian situation affecting the availability of global insurance and reinsurance capacity, the TMS's reinsurers are no longer able to secure reinsurance for war risk exposure to Russian, Ukrainian or Belarus territorial risks.

TMS's reinsurers have advised that as a consequence they will no longer be able to support the TMS for this exposure. As a result TMS is forced to alter the scope of coverage afforded to Assureds for Owner's P&I, Charterers P&I and ship owners' extended and ancillary covers.

Circular 04/22: War notice of cancellation in respect of Fixed Premium P&I Cover

In accordance with the war risks notice of cancellation clause 23 ci (Thomas Miller Specialty P&I Terms & Conditions 01.09.2018) and clause 7.1 of the Appendix 01.01.2022 to the Terms & Conditions of Thomas Miller Specialty P&I – Shipowner's Liability (as per 01.10.2020), Charterer's Liability (as per 01.10.2020) and Inland Craft Liability (as per 01.10.2020) for Policies Issued in Hamburg, 7 days' notice of cancellation is hereby tendered with effect from midnight on December 24th 2022. Coverage will be reinstated with effect from midnight on December 31st 2022 with the following amendments to the War Inclusion Clause which will override any previous amendments made.

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, detention, 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 detention, 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 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 Joint-assureds.

All other clauses and conditions remain unaltered.

Yours faithfully,

Shiladitya Bose
Deputy Head of P&I
Thomas Miller Specialty

Helge Volger
Underwriting Director
Thomas Miler Specialty GmbH