

CMHF SPOTLIGHT

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Court Permits Sale Of Liened
Cargo

The “Solomon Trader” -
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☐ Case Reading:

The “Lord Hassan” – English Court Permits Sale Of Liened Cargo

The “Solomon Trader” – English Court Of Appeal Upholds Pay First Provision In Marine Insurance Policy

☐ In A Nutshell:

Maritime Liens And The Practical Challenges

The “Lord Hassan” – English Court Permits Sale Of Liened Cargo

Case briefing of *Lord Marine Co. S.A. v Vimeskim SRB D.O.O (The “Lord Hassan”) [2024] EWHC 3305 (Comm)*

❖ Factual Background

- According to a voyage charterparty dated 12 April 2024, Lord Marine Co SA (“Owners”) chartered the “Lord Hassan” (“the Vessel”) to Vimeksim S.R.B DOO (“Charterers”) for a voyage from Chornomorsk, Ukraine, to Iskenderun, Turkey.
- The Charterparty contained following relevant clauses:
 - *“Freight to be paid by Charterers 100% less commission in USD currency.”*
 - *“Lien Clause: Owners shall have a lien on the cargo for freight, deadfreight, demurrage and average contribution due to them under this Charterparty”*
- The Vessel loaded a cargo of Ukrainian corn and bills of lading was issued 18th May 2024 by the Owners on Congenform 1994 which was marked “freight prepaid”. The bills of lading incorporated “all terms and conditions, liberties and exceptions of the Charterparty, dated as overleaf, including the Law and Arbitration Clause.”
- The Charterers failed to make payment of freight as required by the Charterparty, and Owners retained the bills of lading and exercised their contractual lien by discharging the cargo into a warehouse under Owners’ control.
- In September 2024, Owners commenced LMAA arbitration in respect of the unpaid freight, and around that time, the cargo deteriorated rapidly. The appointed cargo scientist recommended to sell the cargo soon as possible to avoid total loss. Owners made an urgent application pursuant to Section 44 of the Arbitration Act 1996 for the sale of the cargo.

❖ The Law

Section 44 of the Arbitration Act 1996 provides Court’s power exercisable in support of arbitral proceeding as followings:

(1) Unless otherwise agreed by the parties, the court has for the purposes of and in relation to arbitral proceedings the same power of making orders about the matters listed below as it has for the purposes of and in relation to legal proceedings.

(2) Those matters are –

[...] (d) the sale of any goods the subject of the proceedings...

(3) If the case is one of urgency, the court may, on the application of a party or proposed party to the arbitral proceedings, make such orders as it thinks necessary for the purpose of preserving evidence or assets.

(4) If the case is not one of urgency the court shall act only on the application of a party to the arbitral proceedings (upon notice to the other parties and to the tribunal) made with the permission of the tribunal or the agreement in writing of the other parties.

The leading English law case is *The Moscow Stars*[2017] EWHC 2150 (Comm). In that case, the Court held that it had the power to order the sale of liened cargo under Section 44 of the Arbitration Act 1996 where i) the subject cargo is the security for a claim; and ii) there is an imminent risk that the cargo is deteriorating and the shipowners’ security is at risk of being lost.

❖ The Commercial Court’s Decision

- In assessing the application of Section 44 to the present case, the Court considered the precedent set by *The Moscow Stars*. The evidence showed that the cargo was perishable and at real risk of imminent perishing, and it was noted that if the sale were not ordered, the value of the lien to Owners would be impaired to the potential extent of rendering the security worthless.
- However, there is a gap left in the law, where in *The Moscow Stars* the cargo was owned by the charterers, but in present case, the cargo seemed to be sold on to a third party and the Charterers did not own the cargo. Owners sought for expansion of the case reasoning to fill in the gap.
- For this point, the Court cited the decision of High Court of Singapore in *The Corinna [2015] SGHC 311*. In *The Corinna* case, the cargo was also perishable and had to be sold quickly, the Singapore Court did not consider ownership of the cargo gave rise to any defence to the owner’s claim or the right to assert a lien, notwithstanding that the cargo receiver / owners may have a separate claim against the charterer under the relevant sale contract.
- The Court accepted Owners’ argument that:
 - (1) There was nothing in the reasoning of *The Moscow Stars* indicating that ownership would make any difference;
 - (2) It was well-established that the lien was binding on third parties;
 - (3) The lien would be worthless if it could not be enforced by an order for sale;

❖ The Commercial Court’s Decision (Cont’d)

- (4) If the lien can only be exercised where the cargo is owned by charterer, it would mean liens were worthless in majority cases, as in common practice cargo are commonly not owned by charterer but by third party receiver.
- (5) In *The Corinna*, the cargo was owned by a third party.

In circumstances of the case, the Court was content to grant the order for sale of cargo. The order includes a requirement that the Owners provide an undertaking in damages, by way of payment into escrow or a P&I Club LOU in the sum of USD75,000, to protect against any wrongful exercise of the lien.

❖ Comments

The case would not be so straightforward if the freight had been pre-paid for bills of lading. Per Carver on Bills of Lading at paragraph 13-038:

There will be no lien for freight on the cargo of a third party who has a freight pre-paid bill of lading, if the freight has actually been paid before the lien is sought to be exercised, because there is no freight on which the lien can operate. Even where the freight has not been paid, the lien may be of little value against a consignee or an endorsee who has relied on the bill being marked freight prepaid and who may therefore be able to rely on estoppel as against the ship owner.

In “*Lord Hassan*” case, the reason that the bills of lading marked “pre-paid” did not give rise to any issues was that they were retained by Owners. Consequently, there was no reliance on the bills of lading by an endorsee capable of forming an estoppel.

English Court Of Appeal Upholds Pay First Provision In Marine Insurance Policy

Case briefing of MS Amlin Marine NV on behalf of MS Amlin Syndicate AML/2001 -v- King Trader Ltd & others (Solomon Trader) [2025] EWCA Civ 1387

The Commercial Court decision on the same case had been shared in our CMH Spotlight 2025.02 issue. For a consistent overview, the following articles will recap the 2025.02 issue contents as well.

❖ Factual Background

- The Owners of “Solomon Trader” chartered the vessel out to Bintan Mining Corporation (“BMC”), and BMC took out a charterers’ liability policy (“the Policy”) from insurer MS Amlin. The vessel went aground in the Solomon Islands in 2019. In 2023, the arbitration tribunal found BMC liable to Owners and Owners’ P&I Club in respect of the grounding, and awarded a total amount exceeding USD47 million against BMC.
- BMC became insolvent in 2021. As BMC was no longer in the picture, Owners and their P&I Club sought to recover under the Policy via the Third Parties (Rights Against Insurers) Act 2010.
- The Policy contained a “pay to be paid” clause (“Pay First clause”) to the effect that no indemnity is payable by MS Amlin if the member has not firstly discharged the relevant liability. MS Amlin therefore issued proceedings against Owners and their P&I Club, seeking a declaration that there could be no indemnity in this circumstance as policyholder (BMC) had not first discharged their legal liability.
- The Commercial Court ruled in favour of MS Amlin, holding that the Pay First clause meant no indemnity was payable by the insurer if the Charterer has not discharged their legal liability, and the Section 9(6) of the Third Parties (Rights against Insurers) Act 2010 (“the 2010 Act) supported that a Pay First clause could co-exist in marine insurance contracts.

❖ The Key Policy Terms

The Certificate of Insurance refers to “Charterers’ Liability including Liabilities for damage to Hull – Class 1”, and the Policy Booklet was incorporated into the Certificate and contained:

- Part 1, the insuring clause, which agreed to indemnify the assured against legal liability arising from insured events during the policy period and imposed by final arbitration award or court judgment;
- Part 5, the General Terms and Conditions, including the Pay First clause;
- The hierarchy clause, providing that the specific insurance terms in Part 1 of the Booklet should prevail over the ones in Part 5, in event of any conflict.

The Owners and their P&I Club appealed on basis of:

- i) **Inconsistency:** the Pay First clause should not be given effect because it was inconsistent with the insuring clause and the Certificate of Insurance;
- ii) **Onerous clause:** it was an onerous or unusual clause that had not been brought fairly and reasonably to the Charterer’s attention, and was therefore ineffective.

❖ The Court of Appeal's Decision

The Court of Appeal dismissed the appeal and maintained the favourable judgment for MS Amlin.

❖ The Court of Appeal's Decision (Cont'd)

In terms of the argument of inconsistency, the Court found no such inconsistency is established:

- The Pay First clause did not negate the insuring clause, it qualified and supplemented it. The indemnity fell due when the arbitration award was made but could not be enforced until the Charterer had paid the claim. Such a qualifying provision is not inconsistent or repugnant just because it limits or modifies a wide and absolute provision.
- Pay First clauses were long established contractual provisions in the insurance industry, and it would go against business common sense to find that they deprived the insurance clause of all practical effect or that they were inconsistent with the main object or purpose of the insurance.

In terms of the argument of onerous clause, the Court held that the Pay First clause is neither onerous nor unusual:

- Despite some criticism of Pay First clause, they are commonly used in marine insurance. While such clause had a serious and significant effect in the event of the insolvency of the insured, it did not amount to a clause that was so onerous that it should be treated as ineffective.
- The Court mentioned that whether the Pay First clause in marine liabilities policies should be rendered ineffective as against third parties is not a matter for the courts – it is for the UK Parliament to decide whether the 2010 Act should be amended in this respect.
- It was highlighted that, the Charterer had been advised throughout by a professional insurance broker who ought to have drawn the Charterer's attention to the Pay First provision. Even if not, it should have been understood that a Pay First provision would likely form part of the General Terms and Conditions of a marine insurance.

In A Nutshell: Maritime Liens And The Practical Challenges

A maritime lien gives the shipowner a right to detain cargo pending payment of outstanding debts, even if that cargo belongs to a third party. Such liens may either arise from common law, or contractually through incorporation of a charterparty clause into bill of lading.

❖ Contractual Liens

Most standard charterparty form contains lien clauses. For example, the GENCON 2022 voyage charterparty form includes following:

The Owners shall have a lien on the Cargo and on all sub-freights payable in respect of the Cargo for freight, dead freight, demurrage, general average contributions, salvage, claims for compensation or damages and for all other amounts due under or pursuant to this Charter Party and all costs of recovering same, including legal costs.

For effectively exercising a lien over the cargo that belongs to a third party, the lien clause should be drafted to extend to both charterers and bill of lading holders, and the charterparty terms must be expressly incorporated into the relevant bill of lading.

Whether the incorporation of charterparty is valid would be subject to many factors, but basically, it is required that i) the terms actually exist at the time of incorporation, and ii) the clause to be incorporated must be consistent with other terms in the bill of lading.

❖ Common Law Liens

Under English common law, shipowners have an implied lien on cargo for unpaid freight and general average, which may in principle bind third-party cargo interests. If the bill of lading is issued by the charterer rather than shipowner, the lien may be ineffective against the third party cargo interests.

❖ How Are Maritime Liens Exercised In Practice

- Liens For General Average & Salvage

Shipowners may exercise liens for salvage and general average.

If a carrier does not own the vessel, it is expected that the third party shipowner will exercise the lien over cargo. This means there can be a risk that general average and salvage situations may give rise to a lien in favour of a third party who is not the contractual carrier. It may be possible to contract out such third party shipowner's lien, but it will be difficult to persuade shipowners to give up such a well established legal right.

- Freight prepaid bills of lading

In practice, bill of lading can be marked "freight prepaid" whilst the freight is not yet paid. In such circumstances, cargo interests may argue estoppel against the shipowners' right to exercise a lien because the contract of carriage states that the freights have already been paid.

However, in the "*Lord Hassan*" case, the Court held that the shipowners were allowed to exercise a lien over the cargo despite the bills of lading being marked "freight pre-paid", as the shipowners retained the bills of lading so they had legal title to the goods and could validly exercise a lien over the cargo. The challenge posed by the increasingly common use of electronic bills of lading is how can shipowners "retain" or "possess" bills of lading to protect their entitlement of liens.

❖ Practical Constraints

- Regardless of how the lien clause is drafted, certain jurisdictions restrict the exercise of such lien.
- The risk of depreciation of the cargo while it remains under shipowners' control.
- If choosing to simply retain the cargo onboard, it would incur demurrage before discharge, and the vessels may lose other employment opportunities.
- Shipowners may incur extra cost in storing the cargo ashore. Whether in a bonded warehouse or dedicated storage facility, the expenses can be high and may cause logistical complexity.
- Shipowners may not be able to exercise lien if some portion of freight or demurrage is not yet contractually due until sometime after the cargo is delivered.

❖ Recommendations

For shipowners, ensure the lien clauses are carefully drafted, incorporated into the bills of lading and enforceable under the local law before exercising rights.

For cargo interests, if a lien is exercised over cargo, it is recommended to check whether a lien clause is validly incorporated into the bills of lading and is enforceable. Wrongful detention may give rise to claims of damages.



Market Snapshot

Longer Routes Drive Europe's Shipping Emission To New Record

- According to a new report from the European Federation for Transport and Environment, European shipping emissions climbed 13% since mandatory reporting began in 2018, due to disruptions in the Red Sea forced vessels onto longer routes.
- Containerships contributed primarily with emissions jumping by 46%. Such increase stemmed from an 18% rise in average sailing distances and a 3% growth in operation speeds, compounded by the need for additional vessels to service extended routes. As per analysis, each 1% increase in speed would potentially trigger a 3% growth in emissions.
- Despite Europe's growing adoption of renewable energy, fossil fuel carriers continued to account for about 20% of all EU shipping emissions, unchanged from 2018 levels. Crude oil transport emissions also climbed back to 2019 highs, whilst emissions from LNG carriers decreased in 2024 after the uptick following Russia- Ukraine war.
- Nevertheless, the EU Emissions Trading System for shipping, approaching its second year of operation, has shown approximately 99% compliance in its first year.

Black Sea War Risk Insurance Jumps After Drone Strikes On Sanctioned Tankers

- Two sanctioned Russian shadow fleet tankers caught fire in the Black Sea off the Turkish coast on 28th November after suspected Ukrainian naval drone attacks. These were the Ukraine's first attacks on non-military, non-Russian flagged vessels in international waters.
- The market was concerned that further attacks would drive up war risks insurance costs. Shipping and insurance sources said the War Risk additional premium rates for a typical 7-day voyage period rose from around 0.4% to 0.5% over a week.
- These incidents pointed to a campaign by Ukraine to restrict Russian oil revenue, which might shape insurers' assessment of intent and capability. As Ukraine activity increased, the probability of reciprocal Russian action might ensue, and such could lead to a more even risk gradient across both trades.

Alternative Fuel Vessel Orders Slow In 2025 Despite Strong LNG Demand

- According to market data, orders for alternative-fueled vessels declined sharply in 2025 following an exceptional year of growth, with the maritime industry placing 232 such orders in the first eleven months—a 53% drop compared to the same period in 2024.
- In 2024, a total of 515 alternative-fuelled vessels were ordered, which represented a 38% increase year-on-year. The surge was driven largely by a containership and car carrier newbuilding boom, with 69% of container ship orders in 2024 specifying alternative fuel capability.
- LNG remains the dominant fuel choice, and methanol-fuelled vessels accounted for 20% of the orders in 2025, down from 32% in 2024. The shifting trends in LNG and methanol orders this year might be due to the slow development of green methanol production.
- The number of operational LNG-powered vessels doubled between 2021 and 2024. By the end of 2024, 641 LNG-fuelled ships were in operation globally, following a record 169 deliveries that year. It is estimated that the LNG-powered fleet would double again by the end of the decade.

Crude Tanker Order Book Hits 9-year High As Fleet Renewal Accelerates

- The order book-to-fleet ratio in crude tanker sector has climbed to 14.1%, being a significant shipbuilding boom compared to the ratio in 2022 which bottomed out at 2.8% due to low contracting volumes.
- The current order book contains 309 vessels totaling 65.8 million DWT, and 98% is expected to be delivered before the end of 2028.
- Asian shipyards continue to be domination, with Chinese yards holding 60% of crude tanker capacity, followed by South Korea at 31% while Japan at 8%. Suezmax and VLCC tankers represent the bulk of new orders, with 135 and 128 vessels respectively.
- However, some market observers were concerned that such expansion might be too large compared to the expected global oil demand growth in the future. According to The International Energy Agency, it is estimated that average annual growth in global oil demand between 2024 and 2035 will reach a maximum of 0.7% per year, while considering decarbonization scenarios aligned with Paris Agreement's 1.5°C, global oil demand could contract by 3.3% annually.

UK P&I Club And TT Club Announce Merger Discussions

- The UK P&I Club and the TT Club have announced that they are currently engaged in discussion regarding a potential merger.
- The UK P&I Club is one of the 12 International Group P&I Clubs providing shipowners with liability coverage for risks, whilst TT Club operates closely as the leading mutual insurer for ports, terminals and logistics operators, offering liability and equipment coverage across the intermodal supply chain.
- Both Clubs worked closely together for many years through their common manager, Thomas Miller. At their meetings in November, the Boards of both Clubs agreed to explore the possibility of cementing this existing relationship through a potential merger.
- The combined Club will be uniquely positioned to support its Members in addressing the challenges and opportunities of the future. Discussions remain at an early stage and will continue over the coming months.

West Coast Ports Navigate Tariff Uncertainty As October Volumes Show Mixed Results

- The two busiest US West Coast ports – Port of Los Angeles and Port of Long Beach delivered contrasting October performances as shifting trade policies and inventory dynamics continued to reshape cargo flows.
- October's figures at Los Angeles showed loaded imports down 7% year-over-year to 429,283 TEUs, while loaded exports ticked up 1% to 123,768 TEUs. Empty containers declined 8% to 295,380 TEUs.
- For Port of Long Beach, October volumes fell 14.9% compared to the same month in 2024—which remains the port's strongest month in its 114-year history. The port moved 839,671 TEUs last month, with imports declining 17.6% and exports down 11.5%.
- China remained the dominant source of imports despite ongoing trade tensions, accounting for 34.9% of total U.S. imports in October after posting a 5.4% monthly increase. However, volumes from China remained 16.3% below year-ago levels.

Single Loose Wire Caused Dali's Catastrophic Bridge Strike, NTSB Concludes

- The National Transportation Safety Board (“NTSB”) in the US determined that a single loose wire on the MV “Dali” caused an electrical blackout that led to the vessel contacting the Francis Scott Key Bridge in Baltimore.
- The NTSB investigation identified additional safety concerns beyond the immediate cause. The vessel’s main engine was configured to shut down due to low cooling water pressure—a design that met classification standards at the time of construction but endangered the ship when the cooling pump lost power.
- Contributing to the severity of the incident was the bridge’s vulnerability to large vessel strikes. The Key Bridge opened in 1977, and vessels have grown substantially larger since then.
- The NTSB issued 18 new safety recommendations to multiple organizations, addressing issues ranging from vessel redundancy and electrical maintenance to bridge protection and emergency communications. To the vessel’s operator – Synergy Marine Group, the recommendation includes:
 - **Use thermal imaging in electrical maintenance:** Implement infrared thermal imaging for routine monitoring of electrical components to detect inadequate connections.
 - **Reconfigure vulnerable engines:** Identify ships with Hyundai-MAN B&W 9S90ME-C9.2 engines and ensure they are not configured to automatically shut down due to low cooling water pressure.
 - **Ensure proper fuel pump usage:** Develop SMS procedures ensuring crews use designed fuel-oil service pumps for diesel generators rather than non-redundant flushing pumps.
 - **Keep transformer breakers in Automatic mode:** Create procedures requiring high-voltage breaker control modes to be set to Automatic during normal operations to enable faster power restoration after blackouts.
 - **Address radiator damper issues:** Notify crews on ships with similar emergency-generator setups that partially open radiator dampers can delay or prevent automatic generator starts.

The date of 2026/27 P&I renewal is getting closer. The following is a summary of the renewal circulars from different P&I Clubs, position as at 30th November, 2025.

Please note despite the announced increases in premium rate and /or deductibles, the specific renewal quotations will be subject to Members' individual loss performance and risk profile.

❖ American Club

- No general increase is set for P&I and FDD renewal; however, the Club is targeting an overall year-on-year premium increase of 8% on expiring rates across all classes.
- For all classes of business, all deductibles of USD25,000 or less per claim will be increased by USD1,000 in each instance.

❖ Britannia

- No general increase is imposed for P&I and FD&D, but the Club has targeted a minimum of 5% overall rate increase on the expiring P&I ETC.
- A capital distribution payable to mutual P&I members' vessels that renew with the Club on 20 February 2026. The distribution amounts to 6.5% of net premium and will be offset against the first installment due for the 2026/27 policy year.

❖ Gard

- Announced 5% general increase in mutual P&I.
- A 10% owners' general discount (OGD) on ETC basis will be credited to vessels renewed with Gard for the 2026 renewal.

❖ Japan Club

- Set 5% general increase for P&I class and FD&D.
- All deductibles below USD50,000 will be increased by 10%, subject to a minimum increase of USD1,000.

❖ London Club

- No general increase has been set; however, an overall average rate increase of 6% is targeted.
- There will be a minimum increase of USD2,000 for all P&I deductibles below USD20,000.

❖ NorthStandard

- A 5% general increase has been imposed in P&I and FD&D.
- For P&I, all deductibles below USD30,000 will be increased by a minimum of USD1,000.

❖ Shipowners Club

- A 5% general increase will be applied, inclusive of any changes to reinsurance costs.
- P&I deductibles will be increased by 10%, subject to a minimum increase of USD500.

❖ Skuld

- No general increase has been set, but the Club is aiming for an overall premium increase of 7.5% against the ETC.
- All lower deductibles will be raised to minimum Skuld standard levels.

❖ Steamship Mutual

- A 8% general increase will apply to all classes of business.
- All P&I deductibles shall apply to the underlying claim as well as all associated fees, costs, and expenses.
- For FD&D cover, the minimum deductible will be increased to no less than USD 10,000, and the maximum Member contribution will be no less than USD 75,000.

❖ The Swedish Club

- A 5% general increase has been imposed for P&I and FD&D.

❖ UK Club

- A 7.5% general increase has been announced for P&I.
- A 10% increase will apply to all deductibles below USD 50,000, subject to a minimum increase of USD 1,000.

❖ UK Defence Club

- A 5% premium increase is required.
- All members renewing ships for the 2026 policy year will be entitled a continuity credit distribution of 10% .
- For members entering their full fleet, an additional credit of 5% will be awarded.

❖ West Of England

- A 5% standard surcharge has been set for mutual premium rates on P&I and FD&D covers.
- For P&I entries, deductibles below USD 50,000 will be increased by 10%. For FDD entries, no change will be made to the deductible.

Merry Christmas and Happy Reading!

Editor: Summer Hao
summerhao@cmhoulder.com

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Acknowledgments

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