

Urgent Intervention Required: Foreign Shipping Lines Exploiting Force Majeure to Destabilize Indian MSME Exporters.

Can Indian exporters similarly invoke force majeure to request the return of goods and reimbursement of freight charges?

By: T S Ahluwalia, 3rd May 2026

- If feasible, please defer shipments until normal shipping operations to West Asia resume and all war-related surcharges are fully withdrawn. Why to pay 10-20X freight and also face uncertainty?
 - India is targeting \$1 trillion in exports by 2030, up from the current \$442 billion, but faces challenges from foreign shipping line monopolies. The country needs 3-4 major domestic shipping lines, with export freight potentially exceeding \$120 billion and import freight around \$160 billion, Total 280 billion Dollar.
 - Countries with large economies (FTA's) are expected to be operational by 2026-27, or at the latest, 2027-28. While infrastructure is already in place, challenges remain due to foreign shipping lines implementing monopolistic policies, which adversely affect India's competitiveness.
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Indian exporters cannot simply “apply force majeure” unilaterally to stop demurrage/detention; you need to rely on the exact wording of your contracts/Bills of Lading and push for regulatory and collective remedies where shipping lines are over-reaching.

What is happening right now on West Asia cargo is a mix of contractual gaps, global carrier dominance, and incomplete Indian regulation on when and how these charges can start.

1. What demurrage and detention *should* cover

In standard practice:

- Demurrage is a **shipping line** charge for keeping the loaded container inside the terminal beyond the free days (cargo still inside the container). **Cause of delay should be only due to SL plans, exporters not way responsible.**
- Detention is a **shipping line** charge for keeping the container outside the terminal (with customer) beyond the free days (equipment hire). **Here (BTT) containers are inside the ports/dry ports, hence no detention charges.**
- Port demurrage/ground rent is charged by **port/terminal** under port laws/tariff for use of port land/facilities beyond free period. **On BTT containers ports are not charging any Ground rent/Demurrage, hence no demurrage applicable.**
- **It is inappropriate and not in accordance with ethical standards for SL to declare Force Majeure in order to apply again higher charges to the same shipment and destination.**
- Normally, these charges are linked to actual use of port space and container time beyond agreed free days, and are not supposed to be a penalty for a voyage that has not even begun.

2. What is happening now on West Asia cargo

Due to the West Asia conflict and routing issues, thousands of export containers for Gulf/West Asia are stranded at Indian ports and ICDs.

- Government has asked ports to allow storage of Middle East-bound cargo as transshipment and *consider* waiving or reducing port charges/demurrage.
- Some major ports/terminals (e.g., JNPA and terminals at Nhava Sheva) have announced temporary relief or concessions (e.g., on reefer plug-in and storage) to help exporters. **The relief period may be extended until 30th May 2026.**
- However, shipping lines are still levying demurrage/detention as per their own tariffs, and exporters remain liable in the absence of clear regulatory caps.
- **DG Shipping has to demonstrate her power with clear and strong advisory like:**
 - a. No Demurrage and detention on BTT containers. They all have under contract (BL) and paid for the complete Voyage.
 - b. Announce the date from when War Surcharge/Premium will be applicable. **(Chronology how to arrive on War Surcharge etc already provided by me)**, the date may be 7th March 2026. May ask for details to shipping line for transparency and provide War Premium paid by each vessel left Indian port to West Asian destination , so that War Premium/Surcharge can be approved by DG Shipping.
 - c. Obtain transshipment expenses from transit ports to destination (Mainly 10 ports)

This is why you see the paradox: port/terminal is not charging (or is giving waiver), but shipping line is loading heavy demurrage/detention even when the box has just reached the port and export voyage has not started.

3. Can a shipping line start demurrage/detention before sea journey?

Legally and commercially this depends entirely on:

1. The Bill of Lading / service contract terms (when free time starts, whether from “gate-in” at ICD/port, or from vessel cut-off, or from arrival at destination, etc.). When container handed over to SL, its there deficiency in services for which they want to charge exporters, which is not correct. Moreover, port ground rent for 1-2 weeks delay cost only Rs 500-750 per day, not 30-60 dollars per day.
2. Tariff circulars of that particular line (most clearly say: free time starts from container gate-in or arrival at ICD/terminal, not from vessel sailing).

Many carriers’ export detention tariffs for India specify that free time and detention start counting from the day the loaded container is picked up or arrives at ICD/terminal, irrespective of whether the vessel has sailed.

So, as per those one-sided standard terms, they *can* start the clock even if the box is stuck waiting for a vessel slot – which is exactly what you are facing.

The core legal defect is not that they “cannot legally start” but that the terms are extremely asymmetric and lack regulatory oversight in India, so exporters are forced to accept them. Industry has been flagging that shipping lines are acting unilaterally and pushing all risk on cargo owners without any standard norms.

4. Can Indian exporters invoke Force Majeure?

Force majeure is not automatic under Indian law; it exists only if:

- There is a clause in your export contract and/or booking note/Bill of Lading; and
- The **event** (war, blockade, closure of routes in West Asia, government restrictions, etc.) falls within the clause wording; and
- The performance affected is *your* obligation under that specific contract.

Key points in this situation:

- Exporters are arguing that once cargo is handed over, custody and control lies with the shipping line, so rerouting or holding the boxes due to Gulf crisis is a carrier decision/constraint, not exporter’s default.
- Industry commentary notes that in genuine force majeure events, liability for demurrage/detention attributable to that event should be relaxed, but this is not happening because of contract wording and lack of regulation.

So, you cannot unilaterally declare force majeure to the shipping line and simply refuse payment. You can, however:

- Notify the shipping line in writing that the West Asia conflict is a force majeure event affecting carriage, and that any demurrage/detention stemming from line’s decision to hold or reroute cargo is disputed and under protest (important to record).

- Invoke force majeure vis-à-vis your overseas buyers to protect yourself under the sales contract (to avoid LDs/cancellation risks) where your performance is affected by shipping disruption.

But as far as the container-hire relationship with the carrier is concerned, the legal answer is: force majeure relief will depend strictly on the wording in the carrier's B/L/booking conditions, which are typically very protective of the carrier.

5. Why port is not charging but line is

Port and terminal charges are governed by port statutes and SoR (Schedule of Rates); government can and has directed ports to consider waiver or remission of demurrage, ground rent, etc., during extraordinary situations (Covid precedent and now West Asia instructions).

Shipping lines' demurrage/detention are **private contractual charges**, not fully tariff-regulated in India, so the government's directions to ports do not automatically bind the lines.

That is why:

- Port authority may grant 100% or large waiver on storage.
- The shipping line may still bill demurrage/detention based on its own global tariff from head office abroad, and local office will say "decided by HO" – exactly what you are hearing.

6. Practical strategies to respond

You are dealing with a structural problem, but there are still steps you can take at three levels: individual exporter, collective representation, and regulatory/legal.

A. At individual exporter / shipment level

1. Get the tariff and free-time details in writing

- Obtain the line's official schedule/notice showing when free days start and end for that specific export routing.
- Check if they have changed free-time unilaterally after congestion started; if yes, use that as a basis to contest.

2. Issue a detailed protest letter to the line

In your letter (through CHA/forwarder but on exporter letterhead):

- Record that:
 - Train freight, THC and ocean freight have already been paid in full.
 - Container has not commenced the sea leg; delay is due to congestion / war risk / carrier scheduling choices, not any delay by exporter.
 - Port/terminal is not levying demurrage/ground rent and government has directed relief on port charges for West Asia cargo.
- State clearly that:

- Any demurrage/detention billed for the period when cargo is under carrier's custody and waiting for vessel allotment is disputed and accepted only "under protest and without prejudice" (if you must pay to get release).
 - You reserve the right to seek refund/compensation and to escalate to DG Shipping, CCI, ICC, and relevant trade bodies.
3. **Use "Back to Town" and alternative options**
- Government has allowed exporters with stranded West Asia containers to file "Back to Town" applications and bring cargo back to local/domestic market to avoid large demurrage/detention.
 - For non-perishables where the destination remains uncertain, withdrawing cargo and re-planning exports later may be cheaper than accumulating months of container charges.
4. **Negotiate written caps or waivers before future bookings**
For new shipments in this corridor, insist on:
- Written confirmation of extended free days in India and at destination.
 - A clause that demurrage/detention arising purely due to West Asia war-related congestion or line's own schedule changes will be waived or capped.

B. Collective and trade-body action

1. Leverage export associations and commodity boards

Indian exporters across sectors (including basmati to Gulf) are already asking for government intervention on demurrage/detention and force-majeure protocols.

- Coordinate with your EPC, FIEO, Commodity Boards, and Chambers to:
 - Document cases where lines charge demurrage/detention before vessel sailing.
 - Highlight that ports have given relief but lines are not passing it on.

2. Push for standard norms on demurrage/detention

Industry is asking for a "robust system" to standardize when charges can start, maximum caps, and how force majeure is handled during diversions and route closures.

- Trade bodies can formally request DG Shipping, Ministry of Ports, and CCI to:
 - Notify guidelines that free time cannot be counted during periods of government-recognized force majeure on that route.
 - Require lines to align export demurrage/detention practices with port relief measures.

C. Regulatory / legal escalation

1. Approach DG Shipping and Ministry of Ports

- The Ministry has already intervened on West Asia-bound cargo, asking ports to facilitate storage and consider charge waivers.
- Representations can specifically request:

- A directive advising shipping lines not to levy export demurrage/detention for West Asia-bound cargo during notified crisis periods.
 - A mediation mechanism between lines and exporter associations.
2. **Competition and consumer angle**
- Since big global lines are collectively imposing very high charges while exporters are captive, there is scope to explore action or at least pressure through the Competition Commission of India and consumer-protection narratives (abuse of dominance, unfair contract terms).
3. **Case-by-case legal challenge**
- Indian case law so far has largely supported port authorities' right to collect demurrage under statute, even where the importer/exporter is not at fault.
 - However, those cases mostly relate to **port** demurrage, not the present unique situation where *ports are not charging*, but **private carriers** are.
 - For very large exposures, it may be worth filing:
 - A civil suit or arbitration (if B/L provides) challenging specific bills as unconscionable and contrary to public policy during a notified crisis period.
 - A writ or PIL via associations seeking broader guidelines for export demurrage/detention in force-majeure situations.

7. How to structure your immediate reply to the shipping line

For a concrete response to their demand now, you can reply along these lines (high-level points you could turn into a formal letter):

- State facts: booking details, dates, when the container reached ICD/port, that exporter has paid rail freight, THC and ocean freight in full, and that the container has not commenced sea voyage.
- Record that the delay is due to West Asia conflict and the carrier's scheduling/routing decisions, not any act or omission on exporter's part.
- Refer to government directions asking ports to permit storage and consider waiver of charges for West Asia-bound cargo and note that the port/terminal has in fact not levied demurrage on this cargo.
- Assert that any demurrage/detention charged by the line for this crisis-period idle time is unjustified, contrary to equity, and is *specifically disputed*.
- If commercial compulsion forces you to pay, clearly mark payment "under protest and without prejudice to our right to seek refund/relief from competent authorities."
- Request written confirmation of waiver/reduction and extended free time for the duration of the West Asia disruption.

Common Representation Template for Exporters Against Wrongful Force Majeure, Demurrage, Detention, and Duplicate Delivery Charges:

Use this common format by filling in shipment-specific details in the blank fields. This draft is suitable for individual exporters, trade associations, and coordinated submissions where the core grievance is that a shipping line invoked force majeure but continued to levy detention, demurrage, or fresh delivery-related charges.

Date: ____ / ____ / 2026

To

The Managing Director / Country Head / Branch Manager

[Name of Shipping Line / Shipping Agent / NVOCC]

[Office Address]

Subject: Representation against wrongful invocation of force majeure and levy of detention, demurrage, and duplicate / fresh delivery charges in respect of export shipment

Sir/Madam,

This representation is submitted by **[Name of Exporter]**, having office at **[Address]**, in relation to the export shipment booked through your line under the following particulars:

Particular	Details to be filled by exporter
Exporter name	[_____]
IEC / GST / PAN	[_____]
Shipping line / agent name	[_____]
Booking number	[_____]
Bill of Lading number and date	[_____]
Container number(s)	[_____]
Port / ICD / CFS of origin	[_____]
Place of stuffing / dispatch	[_____]
Port of discharge / final destination	[_____]

Commodity description	[]
Invoice value	[]
Freight amount already paid	[]
Amount now additionally demanded	[]
Nature of additional demand	[detention / demurrage / re-delivery / re-booking / amendment / other]
Date of force majeure communication	[]
Date(s) of debit note / invoice	[]

After accepting the booking and issuing the Bill of Lading, your line informed the exporter that carriage / sailing / onward movement had been affected by force majeure conditions arising out of the West Asia crisis and related shipping disruptions. However, instead of resolving the matter on fair contractual terms, your line has continued or commenced levy of detention, demurrage, and/or additional delivery-related charges against the exporter.

This action is disputed as being commercially unfair, legally unsustainable, and contrary to the principles governing carriage contracts. A party invoking force majeure may rely on the contractual clause only where the event genuinely prevents performance or materially disrupts the agreed voyage, but such invocation does not automatically justify transferring every financial consequence to the exporter, especially where the exporter was not in default.

Demurrage and detention are generally linked to delay attributable to cargo interests in clearance, movement, or return of containers beyond free time, and not to a situation where the carrier itself suspends, postpones, diverts, or refuses performance by citing force majeure.

Further, where the original carriage arrangement has already been concluded by issue of the Bill of Lading, any fresh demand for re-delivery, re-booking, re-handling, duplicate freight, or similar charges for the same cargo requires clear contractual authority, transparency, and informed consent of the exporter. In the absence of these elements,

such recovery appears arbitrary and may amount to unjust enrichment or duplicate recovery.

Indian authorities have also recognized that exporters affected by force majeure disruptions in international logistics should receive procedural relief rather than penal treatment. CBIC Circular No. 10/2026-Customs dated 10 March 2026 provided waiver of fees for amendment or cancellation of export documents and withdrawal of export consignments in force majeure situations affecting shipping routes and export logistics. This policy position supports the view that exporters should not be burdened with avoidable financial consequences where external geopolitical disruption interrupts the shipment chain.

In the above facts and circumstances, the exporter hereby calls upon your line to do the following within **7 days** of receipt of this representation:

- withdraw all wrongful detention, demurrage, re-delivery, re-booking, duplicate freight, or similar charges levied on the shipment;
- provide the complete contractual basis, tariff basis, and event chronology for each charge raised;
- clarify whether the original contract of carriage was treated as suspended, terminated, amended, substituted, or cancelled, and under which specific clause;
- refund or reverse all amounts already collected or billed without legal and contractual justification;
- issue a shipment-wise reconciliation statement showing freight paid, services actually rendered, and charges now claimed; and
- confirm a fair and non-coercive resolution in writing.

The exporter also reserves the right to place this matter before Customs authorities, DG Shipping, Ministry of Ports, Shipping and Waterways, FIEO, EPC / commodity export promotion councils, and any other competent forum, including arbitration or court proceedings, for relief against wrongful billing and unfair trade practice.

This representation is issued without prejudice to all rights and remedies available under the contract, applicable law, and equity.

Yours faithfully,

[Authorized Signatory]

Name: [

]Designation: []

Exporter name: [

]Address: []

Email: [

]Phone: []

Optional Annexure for Attachment

The following supporting documents may be attached with the representation:

- copy of booking confirmation
- copy of Bill of Lading
- copy of invoice / packing list
- copy of shipping line force majeure notice / email
- copy of debit notes / invoices for detention, demurrage, or re-delivery
- proof of freight already paid
- correspondence showing protest by exporter
- evidence of disruption, vessel cancellation, diversion, or withdrawal from customs area

copy of amendment / cancellation request filed with Customs, if any

Draft Representation from FIEO / EPC / Trade Association to DG Shipping

Date: _ / _ / 2026

To
The Director General of Shipping
Directorate General of Shipping

Government of India
email id: dg-dgs@gov.in

Subject: Urgent intervention sought against misuse of force majeure by shipping lines, unilateral levy of detention, demurrage, duplicate delivery charges, opaque war-related surcharges, and non-transparent transit-cost escalation affecting Indian exporters

Sir,

This representation is being submitted on behalf of [**FIEO / Name of Export Promotion Council / Trade Association / Commodity Body**] to seek immediate and strongest possible regulatory action against a growing pattern of abusive conduct by shipping lines, NVOCCs, and related intermediaries in relation to export cargo affected by the West Asia crisis. Numerous exporters across sectors have reported that carriers are invoking force majeure or relying on war-related disruption as a basis for unilateral decisions that shift the entire commercial burden onto cargo interests, while continuing to impose or invent revenue lines for their own financial gain.

This matter is of the highest national importance:

The manner in which foreign shipping lines have invoked and exploited force majeure provisions represents a direct assault on the financial viability, operational stability, and competitive standing of India's MSME exporters. By using crisis conditions as a pretext for unilateral charging, opaque surcharges, and contractual abandonment, these practices threaten to render our small and medium exporters economically vulnerable, commercially marginalized, and structurally unable to sustain their position in international trade. Urgent regulatory intervention is therefore essential not merely to address individual grievances, but to protect the backbone of India's export sector from predatory conduct disguised as contractual discretion.

The present matter has moved far beyond isolated billing disputes. It now reflects a systemic pattern of opportunistic charging, opacity, and non-accountable decision-making at a time when Indian exporters are already facing severe disruption in trade lanes linked to the Gulf and surrounding region. Immediate intervention from DG Shipping is therefore necessary not merely for grievance redressal but to preserve contractual fairness, regulatory credibility, and India's export competitiveness during a crisis period.

Nature of grievances

Member exporters have reported, among others, the following recurring practices:

- invocation of force majeure after acceptance of booking or issuance of Bill of Lading, followed by refusal to honour the original carriage arrangement without any fair refund or mutually agreed restructuring;
- levy of detention, demurrage, ground rent-linked pass-throughs, and other delay-related charges even where cargo became stranded because of carrier decisions, route suspension, or war-related disruption beyond the control of exporters;

- fresh demands for re-delivery, re-booking, diversion, amendment, handling, or duplicate freight amounts for the same cargo, without transparent contractual basis;
- imposition of war risk surcharge, emergency surcharge, congestion surcharge, transit surcharge, or alternate-routing charges without adequate disclosure of methodology, underlying cost movement, or proportional relation to actual risk; and
- inconsistent treatment of BTT consignments, ship-on-board consignments, and cargo already gated in or documented for export, leading to arbitrary financial burden on exporters.

These practices are especially serious where the original carriage document has already been issued. Once a carrier has accepted cargo and issued the Bill of Lading, any subsequent unilateral change in commercial terms, withdrawal of service, or fresh charging for the same movement must be subjected to close scrutiny. A force majeure event may affect performance, but it cannot become a blanket commercial license for unilateral enrichment.

BTT and stranded cargo cases

In BTT situations, Customs authorities have already recognized the extraordinary nature of the disruption. Public Notice No. 31/2026 dated 6 March 2026 issued at JNCH specifically enabled Back to Town movement where EGM had not been filed and waived BTT-related fees and penalties in view of the ongoing war conditions in the Middle East region. CBIC Circular 10/2026 also facilitated amendment or cancellation relief and recognized the need to reduce avoidable penal consequence for disrupted export cargo. jawaharcustoms+2

Despite these facilitative measures, exporters continue to face detention, demurrage, handling charges, and similar levies from private shipping intermediaries in BTT and stranded-cargo scenarios. This defeats the very purpose of the relief architecture created by government and effectively nullifies public-policy support intended for exporters.

Accordingly, DG Shipping may direct that in all BTT cases arising from war-related or force majeure-linked disruption, no shipping line, NVOCC, slot operator, or their agent should levy detention, demurrage, re-delivery, duplicate documentation charge, shut-out charge, or equivalent burden unless specifically justified by documented exporter default wholly unrelated to the crisis event.

Ship-on-board and post-BL cases

A separate class of grievance concerns cargo for which the shipping bill process was completed, containers were gated in, or “shipped on board” position had arisen in documentation or operational handling, but the voyage was subsequently disrupted, suspended, rolled over, diverted, or abandoned due to the West Asia crisis. In such cases, exporters are being asked to absorb costs for circumstances entirely outside their control, including charges connected with return, diversion, substitute routing, storage, revalidation, and additional freight.

Where the carrier itself relies on force majeure, the burden of proving contractual authority, causation, mitigation efforts, and proportionality of any charge must lie on the carrier. DG Shipping may therefore require that no charge be recoverable in such cases unless supported by shipment-wise disclosure showing the original contract terms, the exact event triggering disruption, the operational decision taken by the carrier, the incremental cost actually incurred, and the basis on which the exporter is said to be liable.

War-related surcharges and transit costs

Particular concern exists over war risk surcharge, war risk premium-linked freight revision, emergency operational recovery surcharge, transit surcharge, and alternate-routing costs. Industry bodies have already flagged that such charges are often imposed suddenly, at flat rates, and without any transparent relation to actual insurance movement, vessel exposure, route deviation, or voyage-specific incremental cost. DG Shipping itself has recently emphasized the need for full disclosure of shipping-related charges and proportionate reflection of war-risk premium revisions in freight components.

This principle must now be operationalized through enforceable directions. Shipping lines should be required to disclose, in shipment-specific and auditable form, the nature of each surcharge, the date from which it applies, the route and port coverage, the underlying event, whether the cost is actual or averaged, whether it is recoverable under the contract, and how it has been apportioned across consignments. In the absence of such disclosure, war-related surcharges and transit-cost escalations should be treated as presumptively non-compliant and liable to reversal.

Need for strong regulatory action

The issue is no longer one of mere market fluctuation. Exporters are facing unilateral commercial decisions that are being justified by force majeure language but appear, in many cases, to function as tools for financial extraction. The distinction between genuine risk recovery and opportunistic pricing must therefore be actively policed through regulatory oversight, compulsory transparency, and consequences for non-compliance.

In this background, it is respectfully requested that DG Shipping take the following strongest possible actions:

- issue an immediate binding advisory / directive prohibiting levy of detention, demurrage, duplicate freight, re-delivery, BTT-linked, or analogous charges in crisis-affected shipments unless supported by documented exporter default unrelated to the disruption;
- require shipping lines, NVOCCs, and agents to publish and communicate shipment-wise surcharge disclosures, including war risk, diversion, alternate-routing, and transit-cost elements, with documentary basis;
- mandate that all concessions granted by ports, terminals, or other authorities are passed through directly and transparently to exporters without retention or distortion by intermediaries;

- establish a time-bound complaint and adjudicatory mechanism or nodal cell for exporters facing such charges, with power to seek records and order reversal where charges are not justified;
- initiate audit and enforcement review of carriers and intermediaries repeatedly named in complaints involving force majeure misuse, non-transparent surcharges, and duplicate recovery;
- direct shipment-wise maintenance of records for BTT cases, diverted cargo, rolled-over cargo, ship-on-board cases, and cargo returned to town or held in terminal premises; and
- recommend punitive and corrective action under the applicable legal framework, including under transparency and disclosure obligations governing shipping-related charges, wherever predatory or unfair practices are established.

Wider policy concern

The damage caused by these practices is not confined to a few exporters or sectors. They undermine trust in booked freight, distort landed cost planning, disrupt export commitments, and weaken India’s ability to sustain trade in sensitive destinations during geopolitical volatility. When public authorities create relief windows for exporters but private carriers neutralize those benefits through opaque and unilateral charging, the intended resilience framework is seriously compromised. supplychain.

A strong and visible response from DG Shipping will therefore serve three purposes at once: immediate relief to affected exporters, deterrence against abusive charging behaviour, and restoration of confidence that extraordinary disruption cannot be converted into an unchecked profit opportunity at the expense of Indian trade.

Thanks

Your faithfully

WAR RELATED SURCHARGES

CHRONOLOGY

With Estimated Normal Time from Plan to Action

Sr. No.	Description	Date	Day	Remarks
1	War Started	28 Feb 2026	Day 01	<i>Reference point</i>

Sr. No.	Description	Date	Day	Remarks
2	JWC Met & Declared War Zone (Notice 33)	3 Mar 2026	Day 04	<i>Joint War Committee listing</i>
3	Insurance Companies & Underwriters — Action Time	5 Mar 2026	Day 06	<i>Market response window</i>
4	Legal Vetting & Documentation	Overlapping	Day 06	<i>Concurrent with above</i>
5	Time Allowed to Vessel Owners to Buy Additional War Premium (AWP)	7 Mar 2026	Day 08	<i>AWP procurement deadline</i>

* "Day" count is estimated from the day War started (Day 01 = 28 Feb 2026).
Overlapping entries share the same day reference.

** JWC = Joint War Committee | AWP = Additional War Premium | Notice 33 = War Zone Declaration Notice

WAR RELATED SURCHARGES — DUAL-TRACK CHRONOLOGY						
<i>Track A: WRS on Cargo (Shipping Lines → Shippers) Track B: AWP on Vessels (P&I Clubs / Underwriters → Ship Owners)</i>						
		TRACK A War Risk Surcharge (WRS) — Cargo Shippers		TRACK B Additional War Premium (AWP) — Vessel Owners		
Day	Date	Event / Action	Source	Event / Action	Source	Remarks / Notes
Day 01	28 Feb 2026 (Saturday)	Operation Epic Fury begins — US-Israel joint	Britannica; ISW; GKG Law; LinkedIn	West of England P&I & UK P&I Club issue 72-hr Notice of	West of England NTM No.1 2026/27;	WAR START. Both tracks triggered

		strikes on Iran. Shipping lines halt new bookings: MSC, Maersk, PIL, KMTC, COSCO, RCL, OOCL suspend fresh bookings; CMA CGM suspends reefer bookings.		Cancellation (effective midnight 3 Mar). Reinsurers notify P&I clubs of intent to cancel war risk cover.	UK P&I Circular 04/26; FT	simultaneously. Shipping lines react to operational risk; P&I clubs react to reinsurer pressure.
Day 02	1 Mar 2026 (Sunday)	—	—	Skuld, Gard, Britannia P&I, West of England issue formal Notices of Cancellation of war risk cover. Effective date: 5 March 2026 (72-hr notice runs from midnight 1 Mar).	Skuld Circular 01 Mar 2026; Gard Member Circular 01/2026; Britannia P&I Circular 1 Mar 2026	P&I clubs act on reinsurer NOC within 24 hrs of war start.
Day 03	2 Mar 2026 (Monday)	Hapag-Lloyd: WRS \$1,500/TEU (std), \$3,500/TEU (reefer/special) — effective immediately, applied to cargo already afloat + new bookings from 2 Mar. CMA CGM: Emergency Conflict Surcharge \$2,000/20ft, \$3,000/40ft, \$4,000/reefer — effective 2 Mar, including cargo already on water.	Ship & Bunker 2 Mar 2026; The National 2 Mar 2026; GKG Law 3 Mar 2026	—	—	WRS applied BEFORE JWC listing. Shipping lines do not wait for insurance market — commercial decision taken independently.
Day 03–04	2–3 Mar 2026	MSC: War risk surcharge announced. Evergreen, Yang	LinkedIn / industry reports;	JWC issues JWLA-033 (3 Mar): Revised Listed Areas — adds Bahrain, Djibouti,	LMA/IUA JWLA-033 official circular PDF; Maritime	JWC listing formalises the zone. Insurance

		Ming suspend Gulf bookings. Multiple carriers quote surcharges \$1,500–\$4,000/TEU.	GKG Law 3 Mar 2026	Kuwait, Oman, Qatar; amends Persian/Arabian Gulf–Indian Ocean boundary. This is the formal trigger for the insurance market notice clock.	Cyprus 4 Mar 2026	market notice clock now officially starts. WRS already running for 1–2 days.
Day 04–06	3–5 Mar 2026	Surcharges now universally applied across Gulf routes. Exporters with cargo booked pre-2 Mar face retrospective surcharge demands. No standard rate — varies by carrier.	Gerudo Logistics Market Update Mar 2026; ddwlogistics.com 12 Mar 2026	<p>Alandia: Notice of Cancellation dated 4 Mar 2026.</p> <p>Shipowners' Club: Notice dated 5 Mar 2026 (effective 12 Mar 2026).</p> <p>TT Club: Notice dated 4 Mar 2026 (effective 12 Mar 2026).</p> <p>UK P&I 72-hr NOC effective: midnight 3 Mar 2026.</p> <p>West of England NOC effective: midnight 4 Mar 2026.</p> <p>Gard / Skuld / Britannia effective: midnight 5 Mar 2026.</p>	<p>Alandia JWLA-033 notice; Shipowners' Club 5 Mar 2026; TT Club circular 4 Mar 2026; Gard Circular 01/2026; Skuld Circular 1 Mar 2026</p>	All major P&I clubs have now issued NOCs. War risk coverage effectively suspended across the Gulf for non-mutual / fixed premium covers.
Day 07	6 Mar 2026 (Friday)	Surcharges stable at Day 03 levels. Carriers begin publishing formal tariff schedules. Maersk announces Emergency Contingency Surcharge effective 15 Mar.	Maersk ECS notice; LinkedIn carrier updates	<p>72-hour fast-track AWP deadline (Five-Power Rule, JW2022/007A Clause): where a five-power nation (US/UK/FR/RU/CN) is a belligerent, insurance can be cancelled on 72-hr notice from JWLA-033 issuance (3 Mar + 72 hrs = 6 Mar). Earliest possible AWP reinstatement quotes being sought.</p>	<p>Alandia JWLA-033 notice; JW2022/007A Clause; Howden Group analysis</p>	Five-Power Rule notice period expires. Vessel owners can begin formally applying for AWP buy-back quotes. Quotes valid 48 hrs only.

Day 08–09	7–8 Mar 2026	Your chronology reference point: "no formal WRS mechanism before 7 Mar" — accurate for the formal insurance-linked surcharge mechanism, but carriers applied commercial WRS from Day 03 without waiting.	See Day 03 entries above	Vessel owners seeking AWP buy-back quotes. Quote validity: 48 hours only — must re-quote if vessel does not enter listed area within window. Legal vetting of policy wordings, endorsements and buy-back conditions underway.	China P&I LP 08/2026; Howden Group; Britannia P&I buy-back terms	AWP buy-back market active but formal opening delayed to 9 Mar. This is the critical gap period for vessel owners.
Day 10–11	9–10 Mar 2026	Maersk ECS becomes effective 15 Mar. Carriers with Cape-routing adjusting surcharge structures. War risk surcharges now standard line item on all Gulf invoices.	Maersk ECS advisory 10 Mar 2026; ddwlogistics.com 12 Mar 2026	AWP BUY-BACK MARKET OPENS: Skuld formally confirms buy-back available from 9 Mar 2026. Alandia new Listed Areas cover effective 00:01 GMT 9 Mar. Britannia buy-back quotations available. Standard 7-day NOC clock from JWLA-033 expires: 3 Mar + 7 days = 10 Mar 2026.	Skuld Circular update 9 Mar 2026; Alandia JWLA-033; Britannia P&I buy-back circular	AWP buy-back market fully open. 7-day notice period expires 10 Mar — standard cover automatically cancelled for vessels not having arranged buy-back. Shipowners' Club effective 12 Mar; TT Club effective 12 Mar.
Day 11–15	10–13 Mar 2026	All major carriers now operating with formal war surcharge schedules. Maersk EFR \$1,800 (20') / \$3,000 (40') / \$3,800 (reefer/DG) in effect. CMA CGM ECS \$2,000–	ddwlogistics.com 12 Mar 2026; Maersk ECS advisory	Shipowners' Club cover exclusion effective 12 Mar 2026 (09:00 GMT). TT Club exclusion effective 12 Mar 2026. Britannia NOC effective 5 Mar already running — buy-back cover only route for Gulf trade.	Shipowners' Club notice 5 Mar 2026; TT Club circular 4 Mar 2026	Full insurance market transition complete. Both tracks now stable. All vessel owners in Gulf without AWP buy-back are uninsured for war risk.

		\$4,000 continuing.				
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* Track A (WRS): Shipping lines applied War Risk Surcharges as a commercial decision from 2 Mar 2026, independent of and prior to the JWC listing or any insurance market action.

* Track B (AWP): P&I Club Notices of Cancellation issued 28 Feb – 5 Mar 2026 (72-hr notice). AWP buy-back market formally opened 9 Mar 2026 (Skuld, Alandia). Standard 7-day NOC expires 10 Mar 2026.

* JWC = Joint War Committee | JWLA-033 = Listed Areas Circular (LMA/IUA, 3 Mar 2026) | WRS = War Risk Surcharge | AWP = Additional War Premium | NOC = Notice of Cancellation | JW2022/007A = Five-Power Rule (72-hr notice where US/UK/FR/RU/CN is belligerent)

* Sources: Britannica; ISW; Ship & Bunker; The National; GKG Law; LMA/IUA JWLA-033; Alandia; Shipowners' Club; TT Club; Gard; Skuld; Britannia P&I; UK P&I; West of England; China P&I LP 08/2026; Howden Group; Gerudo Logistics.

The information provided has been collected directly from publicly accessible online sources; figures and data are subject to variation, and translation or reproduction errors are possible.

Warm Regards,

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General Secretary NISA
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Convenor National Logistics Committee FIEO
(An effort to keep you ahead in trade)

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