



The Middle East conflict: Frequently Asked Questions

As the conflict in the Middle East continues, shipowners and operators are facing a rapidly changing risk picture. This FAQ brings together the key questions we are hearing from Members and clients, offering clear, practical guidance in an increasingly uncertain environment.

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While we have made every effort to provide comprehensive answers, many situations are fact-specific, and outcomes may vary on a case-by-case basis and depending on the terms of the specific contracts which apply. For further details, clients are encouraged to reach out to their dedicated Gard claims handler or underwriter.

Crew and Vessel Safety

Q. What specific emergencies should crews operating in the Persian Gulf and surrounding regions be prepared for?

A. Crews operating within the Persian Gulf and its surrounding waters must be prepared for a range of kinetic and electronic threats. Primary kinetic threats include fire, explosions, and severe structural damage (which can result in flooding and listing) resulting from strikes by missiles, Unmanned Aerial Vehicles (UAVs), or Unmanned Surface Vehicles (USVs). Vessels face significant navigational risks, including potential collisions or grounding caused by GNSS interference and AIS disruption. In the event of an incident, crews must be equipped to manage medical emergencies, deal with unexploded ordnance, and execute orderly ship abandonment procedures.

Preparedness hinges on drills, equipment readiness, reliable intelligence, clear crisis procedures and active support from the shore management.

Q. How should owners and operators support crew welfare during the ongoing conflict in the Middle East?

A. Past periods of heightened maritime threat have shown that seafarers can feel isolated and overlooked, even when substantial efforts are being made ashore to manage risk and provide support. Over time, this perception of being “on their own” at sea can have serious consequences for mental wellbeing. Supporting crew welfare starts with recognizing that heightened alertness, anxiety, sleep disturbance, irritability, and physical stress responses are normal reactions to operating in a conflict zone. While external risk cannot always be eliminated, a sense of safety can still be strengthened through clear leadership, reliable information, and visible organizational support. How companies respond during this period will have lasting effects on trust, morale, and long-term resilience.

Q. What role does communication play in maintaining crew safety and wellbeing in conflict zones?

A. Communication is the critical foundation for crew safety and wellbeing. Information provided to crews must be clear, factual, and proportionate, focusing on the known situation, the vessel's status, and the protective measures in place. It is essential to avoid speculation and unnecessary detail, as uncertainty is a primary driver of fear. Establishing a predictable communication rhythm, particularly during the early stages of a crisis, reassures the crew that the situation remains under active oversight and reduces their reliance on external media reporting.

Furthermore, communication must be two-way; crew members should feel comfortable raising concerns and asking questions, trusting that these will be acknowledged even if immediate solutions are not available. Proactive outreach from shore-based teams is vital, as it removes the burden of initiating contact from those on board. Masters, in particular, require dedicated support given the dual pressures of maintaining command responsibility and managing the emotional state of their crews.

Q. Are there specific considerations regarding seafarers' rights and longer-term wellbeing once the immediate crisis has passed?

A. The Maritime Labour Convention (MLC) establishes that seafarers have a right to safety. In warlike operations areas, they may have the right to decline service, provided they receive clear and accurate information to make an informed decision. While these principles are commonly reflected in employment agreements and Collective Bargaining Agreements, operational realities can affect the speed of crew changes or evacuations. Beyond the immediate crisis, companies must recognize that prolonged exposure to life-threatening danger, direct attacks, or serious shipboard emergencies can lead to long-term psychological harm, including Post-Traumatic Stress Disorder (PTSD). Evidence indicates that risks are reduced when individuals feel safe, supported, well-informed, and protected from excessive distressing media. Access to timely, evidence-based support is essential if symptoms persist. Early interventions should focus on restoring basic needs, offering practical guidance, and monitoring for signs of distress, rather than conducting mandatory emotional "debriefing."

Q. Does Gard offer helplines or direct support services for seafarers operating in the Gulf?

A. Gard has not established a specific helpline for this situation, as charitable helplines are available, and helplines only cover remote assistance. Gard encourages Members to ensure that comprehensive welfare measures are in place for their crews, extending beyond helplines alone. Effective support should include clear communication, proactive follow-up, and access to professional or confidential assistance where appropriate, tailored to the specific needs of the crew and the circumstances they are facing.

We also encourage seafarers to use the Mariners Medico Guide for more information on how to support their colleagues and how they can assess if someone is in need of professional help. The app is freely available and offers direct support for both mental and physical health.

Q. What are the key recommendations for ships facing GPS disruption?

A. To mitigate the risks arising from GNSS interference, we recommend focusing on three core areas:

- **Preparedness:** Training to detect disruption and execute appropriate responses. Consult equipment manufacturers for specific technical advice, implement formal "go/no-go" voyage procedures, and integrate position manipulation risks into your vessel's cyber security management plan.
- **Onboard Systems:** Equip vessels with IMO-recognized secondary satellite receivers and ensure all equipment is reflected in the ship's certificates. Consider backup systems and utilize counter-jamming or anti-spoofing solutions (IMUs, CRPAs) that actively monitor GNSS Key Performance Indicators (KPIs).
- **Reporting:** Incorporate clear go/no-go criteria into your GPS disruption response plans. Ensure all suspected incidents are reported to relevant authorities to aid global situational awareness and maintain proactive dialogue between owners and charterers when transiting high-risk regions.

For further details please refer to our article on [GPS interference in geopolitical conflict zones](#) .

Q. Are there specific areas within the Persian Gulf that are considered relatively safer for drifting or anchoring?

A. Determining relatively safer areas for drifting or anchoring in the Persian Gulf is a significant challenge due to the highly dynamic nature of maritime risk. Security profiles in the region are not static; historical data often fails to predict future incidents, with the notable exception of the high-risk Strait of Hormuz, and targeting patterns frequently shift as vessel traffic adapts to new threats.

Q. Is it safe to drift off Oman?

A. Vanguard assesses that since the commencement of hostilities on 28 February 2026, the maritime environment has been characterized by a pattern of indiscriminate targeting. Vessels, whether underway, drifting, or at anchor, have been subject to attacks by Iranian forces or their proxies. A primary concern for operators remains safe navigation amidst persistent GNSS/GPS interference, which Vanguard currently rates as an extreme risk. This interference is most pronounced in coastal corridors, significantly elevating the risk of navigational hazards such as collisions and anchor dragging in congested waters. For further information on anchor losses, please refer to Gard's article [‘Anchoring awareness revisited’](#) .

Q. Is it safer to conduct STS off Oman, compared to going alongside in a port in Persian Gulf?

A. Vanguard advises exercising caution when conducting STS operations in the Gulf of Oman. Ships engaged in STS are highly vulnerable targets due to the increased frequency of missile and drone attacks. Furthermore, the extreme risk of GNSS/GPS/GLONASS interference makes the precision maneuvering required for transfers inherently dangerous, posing a severe risk of collision or environmental catastrophe.

Q. How is the risk for offshore installations compared to merchant vessels?

A. In Vanguard's opinion the risk profile has broadened since the start of the war. Recent drone and missile strikes have successfully impacted regional energy infrastructure, including the Arabi III jack-up rig which was attacked on 7 March in Arabian Gulf. The risk to these installations is now considered similar to that of merchant vessels.

Q. Is there any guidance on handling unexploded ordinance (UXO)?

A. We would emphasize the guidance in [Best Management Practice Maritime Security \(BMP-MS\)](#) is followed.

- Secure the impact area and maintain a safe distance.
- Avoid the use of UHF/VHF and other transmitting devices in the vicinity.
- Preserve the area of impact and all evidence without touching or dismantling debris.
- Avoid contaminating the evidence and do not clean the area.
- Take initial statements or observations from the crew.
- Take photographs of the scene from multiple viewpoints.
- Protect the VDR for future evidence.
- Seek military advice for the disposal of the debris.
- In addition, the crew should contact the CSO and UKMTO.

Q. What should we do if VLSFO is not available in the Persian Gulf?

A. Our recommendation is that the Master or Company should submit a Fuel Oil Non-Availability Report (FONAR) as soon as it is determined or they become aware that they will be unable to procure and use compliant fuel oil. As per IMO guidance, ships must make "best efforts" to obtain compliant fuel. This includes attempting to procure MGO if VLSFO is unavailable before deciding to file a FONAR. The ship must notify its Administration and the competent authority of the port of destination regarding the inability to obtain compliant fuel oil. For further details, please refer to ICS's article ['FONARS Are 'Not A Free Pass' To Use Non-Compliant Low Sulphur Fuel'](#)

Q. It is being reported that craft assisting ships in emergencies may be a target as well. Is that correct?

A. Recent incident patterns, specifically involving the *Mussafah 2* and *Safeen Prestige*, confirm that targeting now extends to support vessels. In that instance, the contracted tug was attacked by the IRGC while alongside the container ship. The maritime environment is currently in a state of active kinetic exposure where targeting has become increasingly indiscriminate. While there remains an obligation to assist those in distress under the SOLAS Convention, both Vanguard and Gard advise that this must be balanced against the safety of the responding vessel.

Q. When will naval escorts / convoys start?

A. There is currently no confirmed timeline for a formal commercial escort program. While US and allied naval forces are active in the region, their primary focus remains on kinetic defence and striking IRGC infrastructure under Operation Epic Fury. Recent reports indicate that US forces are prioritizing the destruction of threats at the source, such as the 16 Iranian minelayers destroyed on 10 March, rather than providing individual point-to-point escorts for commercial shipping. Some countries have announced naval protection for their own tonnage.

Q. What should the AIS policy be for ships?

A. Vanguard aligns with IMO and Flag State guidance. Having AIS ON may prevent misidentification by the heavy presence of US and allied naval forces. While the Master retains professional discretion to deactivate AIS if they believe the signal is being used for active targeting by hostile actors, this decision must be strictly guided by company policy and weighed against the inherent risks of navigating without a broadcasted identity. It is important to highlight that even with AIS deactivated, a vessel may still be visible or tracked via coastal radar systems and the LRIT system. Given the heightened threat environment and the risk of retaliation against commercial traffic, any vessel opting to "go dark" must immediately notify UKMTO and USNCAGS of their position and intentions. Furthermore, should the decision be taken to deactivate the vessel's LRIT, the ship's Flag State Administration must be informed without delay.

Q. What should an owner do if class surveys become overdue because of the hostilities in the Middle East?

A. Owners should immediately consult the vessel's Flag State and Classification Society. They will be able to offer guidance on regulatory flexibility and extensions for surveys during periods of regional conflict.

Contractual concerns – Delay

Q. Under a voyage charter where the vessel encounters stoppage during the voyage to the discharge port due to unsafety enroute, can owners claim such detention time from charterers?

A. Detention is a form of damages so there has to be a breach of the charterparty on which to base a claim. Assuming the charter contains safe port warranties, if the port was prospectively safe at the time it was nominated, there should not be a breach of the warranties; if the port is prospectively unsafe at the time of nomination, there is likely to be a breach of the safe port warranties which may enable owners to claim detention for waiting time, but they should be careful to reserve their rights in this respect. The analysis will depend on the particular terms of the charterparty and the presence of any war risk clauses, but VOYWAR 2013 only addresses the cost of a deviation to avoid a dangerous place, not waiting time.

Q. If the Strait of Hormuz is not "officially" closed, does this have an impact on off hire? Iranian forces said that the Strait of Hormuz is closed. Are there any reasons to challenge that? What about the vessel under subcontract which does not have the same approach in terms of liabilities (Safe Porth/safe Berth etc.)

A. The question of whether or not the straits are officially closed is unlikely to have an impact on off-hire or on issues relating to safety. Hire is generally payable even if the Master refuses to transit because of unsafety, but the charterparty should be checked. If the charterparties are back-to-back, the expectation is that a disponent owner should be able to adopt a neutral position. If the charterparties are not on back-to-back terms, it is possible to have different liabilities up and down the charterparty chain, but a disponent owner's precise exposure would depend on the terms of the particular contracts.

Q. If under a voyage charterparty no valid NOR can be tendered for Vessel to be delivered (e.g. if NOR can only be tendered at customary anchorage), but charterers do not exercise the right to cancel, what is the status and can owners claim detention for such time prior to tender of a valid NOR?

A. If a ship cannot reach the point from which to tender NOR for delivery into a charterparty, then delivery cannot take place. As laytime and demurrage is a contractual regime, if a valid NOR cannot be given, laytime should not commence although there may be scope for a claim in detention, as mentioned above. In practice, it seems unlikely that charterers would want to maintain a fixture if they do not know when the ship will be able to load the cargo and it may be that the contract would simply be frustrated if the ship simply cannot reach the place of delivery because the charterparty is not capable of performance.

Contractual concerns – Delivery / accounting

Q. If AWRP is incurred on the approach voyage under a voyage charterparty, are charterers obliged to pay this AWRP that has accrued even if they cancel the Charterparty (on the basis that vessel was not at customary anchorage did not tender a valid NOR during laycan)?

A. Charterers' liability to pay any AWRP for an approach voyage would depend on the precise terms of the contract. In the absence of a contractual provision making them responsible for AWRP on the approach voyage, there would be no basis to require them to cover the cost of the AWRP.

Q. If A charter to B and B charter to C, under the wording of the War Risk Clauses, can B make C liable for both B's AWRP (under charterers' Cover) as well as A's AWRP (under owners' H&M cover) which B would be liable to pay to A?

A. This will depend on the precise wording of the war risk clause used, but both VOYWAR 2013 and CONWARTIME 2013 define the term "Owners" widely to include all operating interests, i.e. registered owners, bareboat charterers, disponent owners, managers. As such, the requirement to reimburse owners in respect of AWRP is likely to cover multiple parties in the chain so that the cost of any additional premiums will flow through the charterparty chain.

Contractual concerns – Employment orders

Q. Do charterers have the duty to instruct vessels to sail out?

A. Charterers can instruct the vessel to leave the PG when safe to do so, but the timing of any departure voyage is a navigational matter for the Master who has an overriding obligation to ensure the safety of the ship and its crew. If the vessel is safely able to stay or sail, then charterers would be entitled to give either order.

Q. Straits of Hormuz is not strictly speaking closed but the risks are still high so is vessel obliged to make a run for it especially if charterers order vessel out of the Gulf?

A. Same as above.

Contractual concerns – Unsafe port issue

Q. We have received potential orders for subject vessel to call Yanbu via Suez Canal for loading operations. As Yanbu does not fall within the HRA of Red Sea, would appreciate your further input for the same, since now with the war going on, things might change.

A. Yanbu falls within the JWC HRA within the Red Sea. Given the volatility of the region, it would be sensible to carry out a safety and security threat assessment to determine how safe, or not, Yanbu is prior to the ship's arrival if there are any concerns around the port's safety.

Q. Is the SoH closed or “effectively closed”?

A. The situation is very fluid and changing on a day-to-day basis, but at the time of writing, the Strait is considered unsafe, as ongoing attacks have created a functional blockade for many owners and operators. However, some vessels are continuing to depart the Persian Gulf. This passage appears restricted to ships that have secured safe transit through diplomatic channels, with Iran reportedly overseeing the routing to ensure only approved vessels proceed, as per Vanguard.

Q. What is the current exposure for charterers of vessels currently in PG - can owners claim damages against them if the ports were safe when the vessels called?

A. If the port was safe when the vessels arrived and became unsafe during the vessel's call, there should be no breach of the safe port warranty.

Q. Under a voyage charter where a load port has already been nominated, do charterers have a duty/obligation to renominate when there is supervening unsafety?

A. As a matter of law, there is no obligation on a voyage charter to nominate an alternative port if it subsequently becomes unsafe. However, as a matter of contract, this is likely to depend on what war risk clauses the charterparty contains. If none, then the parties should consider negotiating a variation on a without prejudice basis.

Q. If owners consider that it is dangerous for the vessel to enter the PG area to discharge the cargo and accordingly invoke paragraph (h) of the CONWARTIME 2013 clause or paragraph (c) of the VOYWAR 2013 clause and thus request charterers to nominate a safe alternative port, should they need to get some reassurances via charterers that cargo owners/shippers/receivers consent with the alternate disport nomination?

A. To mitigate the risk of disputes, it is good practice to secure the consent of all interested parties if possible, including the bill of lading holders and/or cargo receivers. If this is not possible, the carrier may still be protected under the terms of the relevant bills of lading which often qualify the contract of carriage as being to the discharge port “ *or so near thereto as she may safely get the goods* ”. It will be a question of fact as to whether the alternative discharge port falls within this qualification.

If the alternative safe port is unlikely to fall within the above qualification, there is further potential protection for carriers. Bills of lading often have reverse terms which states something along the lines of “ *All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause, are herewith incorporated* ”. Under English law, such wording is effective to incorporate the terms of the relevant charterparty, including any liberty clauses, such as CONWARTIME or VOYWAR. However, the position may not be the same in other jurisdictions. If this is not possible, then it may be necessary to seek advice from local lawyers, both at the contractual discharge port and the alternative discharge port, to assess the potential exposure to cargo claims arising from discharge at a non-contractual port.

Q. In the event that the carrier is still obliged to deliver the cargo in accordance with the bill of lading (e.g., Jebel Ali), who would bear the additional costs incurred for on-forwarding, deviation, war risk surcharge, additional freight, or other related expenses?

A. This should not arise, provided there is a liberty clause in the bill of lading, i.e. the cargo can be discharged as close to the discharge port as the ship can safely reach. If there is no such liberty clause, the carrier may be liable for transshipment costs unless there are other protective clauses in the contract of carriage, as discussed above. The precise terms of any bill of lading should be reviewed carefully to check for any such protective clauses.

Q. Due to the outbreak of hostilities in the Middle East, may I ask if there is a recommended LOI format from the Club for a change of port for our reference.

A. The IG LOI's deal with discharge at a non-contractual discharge port, but if the bills of lading contain a liberty to discharge as close to the contractual discharge port as the ship may safely get, subject to being able to prove that the place of discharge was the closest place the ship could safely reach, the carrier should be able to discharge goods under the bills of lading and the contract of carriage should be deemed performed. If there is uncertainty about this option, the IG wording of LOI Form B may be considered.

Other contractual concerns

Q. Whether Iran's blockade of the Straits of Hormuz may constitute a Force Majeure event, and if so, whether the carrier would be entitled to rely on such event as a defense against liability arising under the relevant contract of carriage and/or bill of lading?

A. Force majeure does not arise as a matter of English law unless it has been agreed between the parties. The equivalent concept is frustration which can lead to the automatic termination of contracts of carriage but is highly fact sensitive. If there is a force majeure clause in the relevant contract of carriage, it may protect an owner/carrier (or charterer/shipper) from liability, but parties who wish to rely on such a clause should be careful to follow its requirements precisely.

Q. If the situation cannot be deemed to be Force Majeure, whether the carrier (including the operating carrier under the attached Joint Service Agreement and/or the contractual carrier issuing the bill of lading) would remain obliged to carry the cargo to the originally contracted port of discharge in the bill of lading in the event that the cargo is discharged at an alternative port due to inability to transit the Strait of Hormuz?

A. Same as above.

Q. Doesn't ISPS level 3 mean that the port is not safe? We have several flag states that declared the whole gulf as Level 3?

A. Whilst the elevated ISPS level is certainly evidence of unsafety, it would probably be sensible to get a tailored risk assessment from a risk consultant to support any decision to proceed or refuse to proceed to a particular port.

Q. Can the War Risk Clause be invoked to refuse to go to a particular port? What is a reasonable judgment to make under the current state of things? What are the factors to consider?

A. If the port is unsafe due to war risks, a party should be able to invoke their rights under the relevant War Risk Clauses. However, whether a particular port is unsafe is a question of fact and should be judged after carrying out a safety assessment upon which to base any decision-making. "Reasonable judgement" refers to an objective assessment by the shipowner or Master that proceeding to or staying in a specific area exposes the vessel, cargo, or crew to actual, threatened, or reported war risks. This judgment must be based on a careful risk assessment, evidence-driven rather than merely risk-avoidance driven and exercised in good faith.

Insurance covers

Q. Does receiving a Notice of Cancellation mean that the owner's cover has ceased?

A. No. A Notice of Cancellation (NoC) does not typically terminate the whole policy unless the insurer issues a notice to terminate the policy altogether. In the War Risk market, NoC is standard procedure used to cancel existing rating schedules or changes in War Risk Listed Areas that require additional premiums in response to changing risk levels. The wording of the notice will generally specify what is being reinstated upon the expiry of the notice period, subject to availability and revised terms and conditions.

Q. H&M War cover - what does it pay for and what is not covered?

A. This will depend on the policy conditions. But in general, the scope of cover is similar to Nordic Plan Clause 2-9, namely war or war-like conditions, including civil war or the use of arms or other implements of war in the course of military exercises in peacetime or in guarding against infringements of neutrality, capture at sea, confiscation, expropriation and other similar interventions by a foreign State power, provided any such intervention is made for the furtherance of an overriding national or supranational political objective. Foreign State power is understood to mean any State power other than own State power as defined in Cl. 2-8 (b), second sentence, as well as organizations and individuals exercising supranational authority or who unlawfully purport to exercise public or supranational authority, riots, sabotage, acts of terrorism or other social, religious or politically motivated use of violence or threats of the use of violence, strikes or lockouts, piracy and mutiny, measures taken by a State power to avert or limit damage, provided that the risk of such damage is caused by a peril referred to in sub-clause 1 (a) - (d).

Q. Is pollution risk covered under War Risk?

A. Yes, pollution liability arising from war perils can be covered depending on the policy wording. Under the Nordic Marine Insurance Plan, such liabilities can be included within the war cover. Under the Institute Time Clause, war risks are typically covered by Institute War and Strike Clauses Hull Time 1/10/83 CL 281, which are limited to physical loss or damage and do not extend to Protection & Indemnity (P&I) liabilities. In such cases, cover can be extended—most commonly by incorporating the Protection and Indemnity War Risks Clauses (1/1/2002) which include pollution and other third-party liabilities.

It is important to note that the Civil Liability Convention (CLC), and Convention on Civil Liability for Bunker Oil Pollution (Bunkers Convention), specifically exclude liability resulting from acts of war. When CLC and/or Bunkers convention does not apply, any liabilities for oil pollution will be determined by local legislation. The War (P&I) cover will respond to such possible liability as mentioned above

Q. Which cover do cargo claims fall under?

A. War is an available defense under the Hague-Visby Rules so ship owners are unlikely ultimately to have liability for a cargo claim arising from War risks. Cargo owners should have cargo insurance including coverage for War.

Q. Does GARD consider the Strait of Hormuz to be closed in the sense of the blocking and trapping clause under the Nordic Plan war risk conditions?

A. Yes, however, most War Risk policies incorporate LPO444 (Blocking and Trapping Clause) or an equivalent provision. Under these terms, a Constructive Total Loss (CTL) cannot be formally declared until a continuous period of 12 months has elapsed from the commencement of the event that effectively closed the Strait of Hormuz.

Q. In cases where crew members suffer psychological distress requiring medical intervention due to the conflict in the Middle East—even if the vessel has not sustained a direct kinetic strike (missile or drone)—would the resulting claims fall under War Risk or standard P&I cover?

A. Psychological impact as a result of the ongoing missile/drone attacks and nearby explosions would be considered as a "war peril." Consequently, these claims should be referred to the vessel's war risk insurers.

Disembarkation should be initiated if crew members show severe signs of distress. If the distress is directly related to a war peril, it should be covered under War Risk Insurance. However, if the distress is severe enough to be classified as a medical case without a specific war peril incident, it may fall under P&I insurance. For information on safe hospitals and disembarkation options, please contact your local agent or your insurer's local correspondent.

Q. If owners consider that it is dangerous for the vessel to enter the PG area to discharge the cargo and accordingly discharge at a safe alternative port, how is cover affected?

A. Cover is only not available to the extent that the deviation is unjustified and to the extent that the deviation has deprived the carrier of a defence or right to limit liability that would otherwise have been available to the carrier. Assuming that the charterparty (and war risks clause) is incorporated into the bills of lading, the carrier's legal position and cover should not be prejudiced as long as the war risks clause is followed or there is an express liberty in the bill of lading to discharge cargo at the nearest safe port.

This FAQ will be updated as the situation develops. For further details, see our webinar with Vanguard on the [Middle East conflict - maritime risks and crisis preparedness](#)

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