

Institute Frozen Food Clauses Clause (A) (Excluding Frozen Meat)1.1.86

(Registration No.: 09IE2022000210479)

PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.

RISKS COVERED

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| Risks Clause | 1. | This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below, <ul style="list-style-type: none">1.1 all risks of loss of or damage to the subject-matter insured, other than loss or damage resulting from any variation in temperature howsoever caused1.2 loss of or damage to the subject-matter insured resulting from any variation in temperature attributable to<ul style="list-style-type: none">1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of not less than 24 consecutive hours1.2.2 fire or explosion1.2.3 vessel or craft being stranded grounded sunk or capsized1.2.4 overturning or derailment of land conveyance1.2.5 collision or contact of vessel craft or conveyance with any external object other than water1.2.6 discharge of cargo at a port of distress. |
| General Average Clause | 2. | This insurance covers general average and salvage charges, adjusted or determined according to the contract of affreightment and/or the governing law and practice, incurred to avoid or in connection with the avoidance of loss from any cause except those excluded in Clauses 4, 5, 6 and 7 or elsewhere in this insurance. |
| Both to Blame Collision Clause | 3. | This insurance is extended to indemnify the Assured against such proportion of liability under the contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder. In the event of any claim by shipowners under the said Clause the Assured agree to notify the Underwriters who shall have the right, at their own cost and expense, to defend the Assured against such claim. |

EXCLUSIONS

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| <u>General Exclusion Clause</u> | 4. | <u>In no case shall this insurance cover</u> <ul style="list-style-type: none">4.1 <u>loss damage or expense attributable to wilful misconduct of the Assured.</u>4.2 <u>ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the subject-matter insured.</u>4.3 <u>loss damage or expense caused by insufficiency or unsuitability of packing or preparation of the subject-matter insured (for the purpose of this Clause 4.3 "packing" shall be deemed to include stowage in a container or lift van but only when such stowage is carried out prior to attachment of this insurance or by the Assured or their servants)</u>4.4 <u>loss damage or expense caused by inherent vice or nature of the subject-matter insured (except loss damage or expense resulting</u> |
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			<u>from variation in temperature specifically covered under Clause 1.2 above).</u>
		4.5	<u>loss damage or expense proximately caused by delay, even though the delay be caused by a risk insured against (except expenses payable under Clause 2 above)</u>
		4.6	<u>loss damage or expense arising from insolvency or financial default of the owners managers charterers or operators of the vessel</u>
		4.7	<u>loss damage or expense arising from the use of any weapon of war employing atomic or nuclear fission and/or fusion or other like reaction or radioactive force or matter</u>
		4.8	<u>loss damage or expense arising from any failure of the Assured or their servants to take all reasonable precautions to ensure that the subject-matter insured is kept in refrigerated or, where appropriate, properly insulated and cooled space.</u>
		4.9	<u>any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the Underwriters and, in any event, not later than 30 days after the termination of this insurance.</u>
<u>Unseaworthiness and Unfitness</u>	5.	5.1	<u>In no case shall this insurance cover loss damage or expense arising from</u> <ul style="list-style-type: none"> • <u>unseaworthiness of vessel or craft,</u> • <u>unfitness of vessel craft conveyance container or lift van for the safe carriage of the subject-matter insured,</u> <u>where the Assured or their servants are privy to such unseaworthiness or unfitness, at the time the subject-matter insured is loaded therein.</u>
<u>Exclusion Clause</u>		5.2	<u>The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the ship to carry the subject-matter insured to destination, unless the Assured or their servants are privy to such unseaworthiness or unfitness.</u>
<u>War</u>	<u>Exclusion</u>	6.	<u>In no case shall this insurance cover loss damage or expense caused by</u>
<u>Clause</u>		6.1	<u>war civil war revolution rebellion insurrection, or civil strike arising therefrom, or any hostile act by or against a belligerent power</u>
		6.2	<u>capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat</u>
		6.3	<u>derelict mines torpedoes bombs or other derelict weapons of war.</u>
<u>Strikes</u>	<u>Exclusion</u>	7.	<u>In no case shall this insurance cover loss damage or expense</u>
<u>Clause</u>		7.1	<u>caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions</u>
		7.2	<u>resulting from strikes, lock-outs, labour disturbances, riots or civil commotions</u>
		7.3	<u>caused by any terrorist or any person acting from a political motive.</u>

DURATION

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| Transit Clause | 8. | 8.1 | <p>This insurance attaches from the time the goods are loaded into the conveyance at freezing works or cold store at the place named herein for the commencement of the transit, continues during the ordinary course of transit and terminates either</p> <p>8.1.1 on delivery to the cold store or place of storage at the destination named herein,</p> <p>8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured elect to use either</p> <p>8.1.2.1 for storage other than in the ordinary course of transit, or</p> <p>8.1.2.2 or allocation or distribution,</p> <p>or</p> <p>8.1.3 on the expiry of 5 days after discharge overseas of the goods hereby insured from the overseas vessel at the final port of discharge,</p> <p>whichever shall first occur.</p> |
| | | 8.2 | <p>If, after discharge overseas from the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to termination as provided for above, shall not extend beyond the commencement of transit to such other destination.</p> |
| | | 8.3 | <p>This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or transshipment and during any variation of the adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.</p> |
| Termination of Contract of Carriage Clause | 9. | | <p>If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either</p> <p>9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur,</p> <p>or</p> <p>9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.</p> |

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| Change of
Voyage Clause | 10. Where, after attachment of this insurance, the destination is changed by the Assured, <i>held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriter.</i> |
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CLAIMS

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| Insurable
Interest Clause | 11. 11.1 In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.2 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not. |
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| Forwarding
Charges Clause | 12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder. |
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This Clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

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| Constructive
Total Loss
Clause | 13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival. |
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| Increased Value
Clause | 14. 14.1 If any Increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all Increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured. |
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In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

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| 14.2 | Where this insurance is on Increased Value the following clause shall apply: |
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The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all Increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

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| Not to | 15. This insurance shall not inure to the benefit of the carrier or other |
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Inure Clause bailee.

MINIMISING LOSSES

- Duty of 16 It is the duty of the Assured and their servants and agents in respect of
Assured Clause loss recoverable hereunder
- 16.1 to take such measures as may be reasonable for the purpose of
 averting or minimising such loss, and
- 16.2 to ensure that all rights against carriers, bailees or other third
 parties are properly preserved and exercised
- and the Underwriters will, in addition to any loss recoverable
 hereunder, reimburse the Assured for any charges properly and
 reasonably incurred in pursuance of these duties.
- Waiver Clause 17. Measures taken by the Assured or the Underwriters with the object of
 saving, protecting or recovering the subject-matter insured shall not be
 considered as a waiver or acceptance of abandonment or otherwise
 prejudice the rights of either party.

AVOIDANCE OF DELAY

- Reasonable 18. It is a condition of this insurance that the Assured shall act with
Despatch reasonable despatch in all circumstances within their control.
- Clause

LAW AND PRACTICE

- English Law 19. This insurance is subject to English law and practice.
and Practice
- Clause

NOTE: - It is necessary for the Assured when they become aware of an event which is held covered” under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE: This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.