

REFRIGERATED CARGO CLAUSES

AVERAGE TERMS AND/OR ADDITIONAL PERILS: (a) except while subject to an ON DECK Bill of Lading, frozen or refrigerated cargo is insured against All Risk of physical loss or damage from any external cause, but excluding:

1. The risks excepted by the F.C. & S. Warranty and the S.R. & C.C. Warranty incorporated in the conditions of this policy;
2. Inherent vice, gradual deterioration, bone taint and/or improper dressing;
3. Claims for or consequent upon detainment, delay, loss of time or loss of market, whether arising from a peril insured against or otherwise.

Notwithstanding the foregoing, it is especially understood and agreed:

1. That the attachment of this insurance, it is warranted by the Assured that the insured is in good condition and properly (as may be required) cooled, chilled or frozen.
 2. While the shipment is stowed in refrigeration chambers and/or refrigerated containers, this insurance covers loss or damage due to or caused by derangement or breakdown of the refrigerating machinery and/or refrigerating plant and/or insulation and/or power generation equipment and/or loss of power supply.**
However, if the cooling/refrigeration of the cargo is by means of dry ice, receipts or other evidence that sufficient quantity of dry ice for each part of the intended trip by surface or air conveyances shall be secured and Underwriters shall not be liable for loss or damage caused by failure to provide a quantity sufficient for each segment of the intended trip.
 3. In the event of transportation by land or inland waterway, and/or connecting conveyances prior to loading of overseas conveyance, and/or subsequent to discharge therefrom, it is warranted that such connecting conveyances be insulated or otherwise equipped for maintaining temperatures required for proper preservation of the goods.
 4. In the event of delay in transit during the currency of this insurance, it is warranted that the goods will be placed in cold storage or refrigerated warehouse for the duration of such delay.
 5. Those Underwriters are not liable for loss and/or damage of the goods caused by failure to maintain temperatures required for proper preservation of the goods, except as provided in (2) above.
1. ** Failure by any persons outside the control of the insured to provide proper power to maintain proper temperature is a peril covered hereunder. Under no circumstances shall claims attach hereunder unless breakdown or improper temperature has lasted at least (12) twelve consecutive hours.