

INSTITUTE FROZEN FOOD CLAUSES

All risks 24 Hours Break down

(Excluding Frozen Meat)

Transit Clause (incorporating Warehouse to Warehouse Clause).

1. This insurance attaches from the time the goods are loaded

Delete Section Not Applicable

(i) into the conveyance at Freezing Works or Cold Store at the place named in the policy for the commencement of the transit

(ii) on board the vessel

Continues during the ordinary course of transit and terminates either on delivery

(a) to the Cold Store or place of storage at the destination named in the policy

(b) to any other Cold Store or place of storage, whether prior to or at the destination named in the policy, which the Assured elect to use either

(i) for storage other than in the ordinary course of transit or

(ii) for allocation or distribution, or

(c) on the expiry of 5 days after discharge over side of the goods hereby insured from the overseas vessel at the vessel at the final port of discharge, whichever shall first occur.

If, after discharge over side 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.

This insurance shall remain in force (subject to prompt notice being given to Underwriters and to an additional premium if required and subject also to termination as provided for above and to the provisions of Clause 2 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.

Termination of Adventure Clause.

2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is terminated at a port or place other than the destination named therein or the adventure is otherwise terminated before delivery of the goods as provided for in Clause I above, then, subject to prompt notice being given to Underwriters and to an additional premium if required, this insurance shall remain in force until either.

(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 60 days after discharge over side of the goods hereby insured from the overseas vessel at such port or place, whichever shall first occur, or

(ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to the destination named in the policy or to any other destination, until terminated in accordance with the provisions of Clause I above.

Change of Voyage Clause.

3. Held covered at a premium to be arranged in case of change of voyage or of any omission or error in the description of the interest vessel or voyage.

All Risks Clause

4. This insurance is against all risks of loss of or damage to the interest insured other than loss or damage resulting from any variation in temperature howsoever caused, but this insurance shall not be deemed to extend to cover loss, damage or expense proximately caused by delay or inherent vice or nature of the subject-matter insured.

Notwithstanding the above this insurance is extended to cover loss of, deterioration of or damage to the interest insured resulting from any variation in temperature which is attributable to:

- (a) Breakdown or stoppage of the refrigerating machinery for a period of not less than 24 consecutive hours, or
- (b) Stranding, sinking, burning or collision of the vessel, craft or conveyance, or
- (c) contact of the vessel, craft or conveyance with any external substance (ice included) other than water, or
- (d) Fire or explosion or.
- (e) Discharge of the interest insured at a port of distress.

PROVIDED ALWAYS THAT:

(1) It is warranty of this insurance that the goods are in sound condition and properly prepared packed and frozen at the time of attachment of the insurance.

(2) It is a warranty of this insurance that the period between the first passing of the goods into a Freezing Chamber and shipment on board the overseas vessel shall not exceed 60 days.

(3) The Assured shall take all precautions to ensure that the goods are kept in refrigerated or insulated space during the currency of the policy except during actual loading or unloading operations.

(4) It is a condition of this insurance that on discovery by the Assured his servants or agents of any loss of, deterioration of or damage to any part of the goods immediate notice shall be given to Underwriters. In no case shall any claim be recoverable hereunder where notice is given to Underwriters more than 30 days after the termination of the insurance.

All Risks Clause

5. Claims recoverable hereunder shall be payable irrespective of percentage.

Constructive Total Loss Clause

6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the goods to the destination to which they are insured would exceed their value on arrival.

G.A.Clause.

7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp Rules if in accordance with the contract of affreightment.

Seaworthiness Admitted Clause.

8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted. In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants, committed without the privity of the Assured.

Bailee Clause.

9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable for the purpose of averting or averting or minimising a loss and to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised.

Not to Insure Clause.

10. This insurance shall not insure to the benefit of the carrier or other bailee.

Both to Blame Collision Clause

11. 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.

F.C.&.S.Clause.

12. Warranted free of capture, seizure, arrest, restraint or detainment, and the consequences thereof or of any attempt thereat; also from the consequences of hostilities or warlike operations, whether there be a declaration of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty power includes any authority maintaining naval, military or air forces in association with a power.

Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or civil strife arising therefrom, or piracy.

Should Clause NO. 12 be deleted, the current Institute War Clause (Frozen Food excluding Frozen Meat)

Shall be deemed to form part of this insurance.

F.S.R.&.C.C.Clause

13. Warranted free from any claim arising from strikes, lockouts, labour disturbances, riots or civil commotions.

Reasonable Despatch Clause.

14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

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 Underwriters and the right to such cover is dependent upon compliance with this obligation.