

# OCEAN MARINE INSURANCE CLAUSES (FROZEN PRODUCTS)

## I Scope of Cover

This insurance is classified into risks for Frozen Products and All Risks for Frozen Products and shall be liable for loss of or damage to the insured goods according to the conditions of the risks covered under the policy.

### 1. Risks for Frozen products:

(1) Deterioration or loss of or damage to the insured goods caused in the course of transit by natural calamities heavy weather, lightning, tsunami, earthquake, flood or by accidents rounding, stranding, sinking or collision of the carrying conveyance or contact with floating ice or other substance or fire or explosion or stoppage of refrigerating machinery for more than 24 consecutive hours.

(2) Partial or total loss arising from the falling of entire package or packages into sea during loading, unloading or transshipment.

(3) Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under this insurance, provided that such cost shall not exceed the sum insured of the goods so saved.

(4) Losses attributable to discharge of the insured goods at the port of distress following a sea peril as well as special charges arising from loading, warehousing and forwarding of the goods at an intermediate port of call or refuge.

(5) Sacrifice in and contribution to General Average and Salvage Charges.

(6) Such proportion of losses sustained by the shipowners as is to be reimbursed by the cargo owners under the Contract of Affreightment "Both to Blame Collision" Clause.

### 2. All Risks for Frozen Products:

Aside from the risks covered under the aforesaid Risks for Frozen Products, this Insurance also covers deterioration or loss of or damage to the Insured goods arising from external causes in the course of transit.

## II. Exclusions

This Insurance does not cover:

1. Loss or damage caused by the intentional act or fault of the Insured.
2. Loss or damage falling under the liability of the consignor.
3. Deterioration of the insured goods caused by the failure in any stage of transit to store or stow the said goods in warehouse or in the carrying conveyance provided with refrigeration installation or in insulated space in conveyance.
4. Deterioration or loss of or damage to the insured good arising from failure to keep the goods in good condition, including improper dressing and wrapping and / or packing, failure to comply with the freezing standard and bone taint at the time of commencement of this insurance.

5. Loss or damage arising from normal loss, inherent vice or nature of the insured goods , loss of market and / or delay in transit and any expense arising therefrom.

6. Risks and liabilities covered and excluded by the ocean Marine Cargo War Risk Clause and Strikes , Riot and Civil Commotion Clauses of this Company.

### III. Commencement and Termination of Cover

1. This Insurance attaches from the time the goods hereby insured leave the coldstores at the place of shipment named in the Policy and are loaded onto the conveyance for the commencement of transit , including sea , land and inland water transit and transit in lighter , until the expiry of ten (10) days upon completion of discharge of the goods from the seagoing vessel and delivery thereof to the cold stores at the final port of destination . It is warranted, however, that the discharge , from the seagoing vessel must be completed within thirty (30) days after their arrival at the port of discharge ; that liability under this insurance shall cease to attach once the insured goods are moved out of the cold stores within the aforesaid period ; and that if the goods are not delivered to the cold stores after discharge from the seagoing vessel the insurance shall terminate immediately upon such discharge.

2. If, owing to delay, deviation , forced discharge , reshipment of transshipment beyond the control of the Insured or any change or termination of the voyage arising from the exercise of a liberty granted to the shipowners under the contract of affreightment , the insured goods arrive at a port or place other than that named in the Policy ,subject to immediate notice being given to the Company by the Insured and an additional premium being paid , if required , this insurance shall remain in force and shall terminate as hereunder:

(1)The Insurance shall terminate upon the expiry of ten (10) days after completion of discharge from the seagoing vessel at the port of discharge and delivery to the cold stores on shore , it being warranted however , that the discharge must be completed within thirty (30) days after the ship's arrival . Within the aforesaid period if insured goods are sold at a port or place of destination named in the policy , then this insurance shall terminate when they are delivered at such port or place.

(2) If the insured goods are to be forwarded to the final destination named in the policy or to any other destination within the aforesaid period of ten (10) days , this insurance shall terminate in accordance with Section I above.

### IV. Duty of the Insured

It is the duty of the Insured to attend to all matters as specified hereunder , failing which the Company reserve the right to reject his claim for any loss or damage if and when such failure prejudices the interest of the Company.

1. The Insured shall take delivery of the insured goods in good time upon their arrival at the port of destination named in the Policy . In case of discovery of any deterioration or loss of or damage to any part of the insured goods , immediate notice should be given to the surveying and claim settling agent named in the policy to conduct survey and ascertain the quantity deteriorated or the extent of damage before termination of this insurance . If the insured goods are found short in entire Package or Packages or to show apparent traces of damage , the Insured shall obtain from the carrier , bailee or other relevant authorities (Customs and Port Authorities etc.) certificate of loss or damage and / or short landed memo . Should the carrier, bailee or the other relevant authorities be responsible for such shortage or damage , the Insured shall lodge a claim with them in writing and , if necessary , obtain their confirmation of an extension of the time limit of validity of such claim.

2.The Insured shall take reasonable measures immediately in salvaging the insured goods when they sustain damage hereunder and in preventing or minimizing the loss . The measures so taken by the

Insured shall not be considered as a waiver of abandonment , nor shall they be considered as an acceptance of abandonment in the event that they are taken by the Company.

3.In case of a change of voyage or any omission or error in the description of the interest , the name of the vessel or voyage , this insurance shall remain in force only upon prompt notice to this Company when the Insured becomes aware of the same and payment of an additional Premium if required.

4.The Insured shall submit the following documents when presenting a claim under this insurance : Original Policy , Bill of Lading , Invoice , Packing List , Tally Sheet , Certificate of Loss or Damage and / or Shortlanded Memo , Survey Report and Statement of Claim.

If third party liability is involved , letters and cables relative to recovery from the responsible party and other relative documents shall also be submitted.

5.Immediate notice should be given to the company when the cargo owner's actual responsibility under the contract of affreightment "Both to Blame Collision " clauses becomes known.

#### V. Treatment of Claim

1. In settling any claim under this insurance , all packages , pieces or packs shall , unless otherwise stipulated , be considered as of the same weight and insured value , irrespective of whether such packages , pieces or packs bear the same mark and are of the same value or bear different marks but are of the same value.

2. The time of validity of a claim under this insurance shall not exceed a period of two years counting from the time of completion of discharge of the insured goods from the seagoing vessel at the final port of discharge.