

Refrigeration Coverage Clause

It is hereby understood and agreed that this policy is extended to cover shipments requiring temperature control against all risks of direct physical loss or damage from any external cause, irrespective of percentage, **but excluding the risk of loss or damage arising out of or resulting from deterioration howsoever caused.**

- a) Notwithstanding the foregoing, this insurance is extended to cover deterioration of the insured goods provided such deterioration shall have resulted from:
 - i) A general average act;
 - ii) A disablement and thereby delay of the carrying vessel caused by breakdown or derangement of the vessel's propelling machinery, rudder or stern post;
 - iii) A breakdown or derangement of refrigerating machinery and/or plant or insulation. Also including failure to establish proper temperature settings (as established by the Insured) of the refrigeration machinery by any third party and failure to maintain power supply to the refrigeration machinery.
- b) **Under no circumstances shall claim for deterioration be payable hereunder unless the breakdown, derangement or delay has lasted a sufficient amount of time to result in damage to the property insured.** Such time frame must be established by a temperature recording device or devices properly maintained and placed within the refrigeration unit or product in accordance with manufacturers' instructions.
- c) It is warranted by the insured that the interest is in good condition and properly dressed, cooled and/or frozen at the time of attachment of this insurance.
- d) It is warranted by the insured that no claims for loss or damage shall attach, unless immediately on the first discovery of any loss or damage shall have been given, to this Company and arrangements made for a survey. It is further warranted that the Insured must immediately file a claim in writing against the vessel or other carrier, a copy of which must accompany any claim presented under this insurance.

This cover is subject to limit listed in this Policy any one accident and/or occurrence.

In case of conflict between this clause and body of the policy or other additional clauses, this clause shall prevail. All other terms, conditions, and exclusions of the policy shall remain unchanged.