

STANDARD CLAUSE FOR REFRIGERATED CARGO (ALL RISKS – A)

Notwithstanding anything to the contrary contained herein (particularly Clause 5 of the Institute Cargo Clauses (All Risks)), it is understood and agreed that 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 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:

- (i) **it is a 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;**
- (ii) **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;**
- (iii) **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;**
- (iv) **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 that termination of the insurance;**
- (v) **claim against the carrier shall be immediately filed in writing, a copy of which must accompany any claim presented under this insurance.**

Claims recoverable hereunder shall be payable irrespective of percentage.