

REFRIGERATION CONDITIONS

It is understood and agreed that merchandise shipped under refrigeration is insured against all risks of physical loss or damage from any external cause, SUBJECT TO THE FOLLOWING EXCLUSIONS AND WARRANTIES:

EXCLUSIONS

This policy excludes:

A. The risks excepted by the War Risk Exclusion and the Nuclear Exclusion clauses 5.A. and 5.B. incorporated in the conditions of this policy;

B. Loss, damage or expense caused by or resulting from:

(1) Strikes, lockouts, labor disturbances, riots, civil commotions, or the acts of any person or persons taking part in any such occurrences or disorders.

(2) Vandalism, sabotage or malicious act, which shall be deemed also to encompass the act or acts of one or more persons, whether or not agents of a sovereign power, carried out for political, terroristic, or ideological purposes and whether any loss, damage or expense resulting therefrom is accidental or intentional.

C. Loss or damage due to inherent vice and/or gradual deterioration.

Provided that, notwithstanding the provisions of Exclusion C, while the cargo is stowed in refrigerated containers, this policy covers loss or damage due to or caused by derangement, breakdown or malfunction of the refrigeration machinery and/or refrigeration plant and/or insulation, but only if such derangement, breakdown or malfunction has lasted for a period of at least twenty-four (24) consecutive hours;

Provided further that, notwithstanding the provisions of Exclusion C, this policy covers loss or damage caused by the negligence of any person who has possession or custody of or responsibility for the cargo insured hereunder during the time that this policy is in force;

D. Claims for or consequent upon detainment, delay, loss of time or loss of market, whether arising from a peril insured against or otherwise.

WARRANTIES

Coverage under the above is conditioned upon the insured's compliance with the following warranties:

A. It is warranted that, transportation by land or inland waterway and/or other connecting conveyances be insulated and/or otherwise equipped for maintaining temperatures required for proper preservation of the cargo insured hereunder.

B. It is warranted that a temperature recording device shall be used in each and every refrigerated container used to transport the covered cargo.