

## **REFRIGERATION CONDITIONS**

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

### **EXCLUSIONS**

This policy excludes:

- A. the risks excepted by the F.C. & S. Warranty and the S.R & C.C. Warranty incorporated in the conditions of this policy;
- B. loss or damage due to inherent vice and/or gradual deterioration.

Provided that, notwithstanding the provisions of Exclusion B., while the cargo is stowed in the vessel's refrigeration chambers and/or 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 B., 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;

- C. 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, in the event of transportation by land or inland waterway and/or other connecting conveyances prior to loading on an overseas vessel and/or subsequent to discharge therefrom, such 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.