INSTITUTE FROZEN FOOD CLAUSES (A)
(Excluding Frozen Meat)

RISKS COVERED
1. This insurance covers, except as provided in Clauses 4, 5, 6 and 7 below.
   1.1 all risks of loss or damage to the subject-matter insured, other than loss or damage
       resulting from any variation in temperature howsoever
       caused,
   1.2 loss of or damage to the subject-matter insured resulting from any variation in
       temperature attributable to
       1.2.1 breakdown of refrigerating machinery resulting in its stoppage for a period of
             not less than 24 consecutive hours
       1.2.2 fire or explosion
       1.2.3 vessel or craft being stranded on ground or capsized
       1.2.4 overturning or derailment of land conveyance
       1.2.5 collision or contact of vessel craft or conveyance with any external object other
             than water
       1.2.6 discharge of cargo at a port of distress.

2. This insurance covers general average and salvage charges, adjusted or determined
   according to the contract of affreightment and/or the governing law and practice, incurred
   to avoid or in connection with the avoidance of loss from any cause except those excluded in
   Clauses 4, 5, 6 and 7 or elsewhere in this insurance.

3. This insurance is extended to indemnify the Assured against such proportion of liability
   under the contract of affreightment "Both to Blame Collision" clause as in respect of a loss
   recoverable hereunder. In the event of any claim by shipowners under the said Clause the
   Assured agree to notify the Underwriters who shall have the right, at their own cost and expense,
   to defend the Assured against such claim.

EXCLUSIONS
4. In no case shall this insurance cover
   4.1 loss damage or expense attributable to wilful misconduct of the Assured
   4.2 ordinary leakage, ordinary loss in weight or volume, or ordinary wear and tear of the
       subject-matter insured
   4.3 loss damage or expense caused by insufficiency or unsuitability of packing or
       preparation of the subject-matter insured (for the
       purpose of this Clause 4.3 "Packing" shall be deemed to include storage in a container or
       fifteen but only when such storage is
       carried out prior to attachment of this Insurance or by the Assured or their servants)
   4.4 loss damage or expense caused by inherent vice or nature of the subject-matter insured
       (except loss damage or expense resulting
       from variation in temperature specifically covered under Clause 1.2 above)
   4.5 loss damage or expense proximately caused by delay, even though the delay be caused by
       a risk insured against (except expenses
       payable under Clause 2 above)
   4.6 loss damage or expense arising from insolvency or financial default of the owners
       managers charters or operators of the vessel
   4.7 loss damage or expense arising from the use of any weapon of war employing atomic or nuclear
       fusion and/or fusion or other like
       reaction or radioactive force or matter
   4.8 loss damage or expense arising from any failure of the Assured or their servants to take all
       reasonable precautions to ensure that the
       subject-matter insured is kept refrigerated or, where appropriate, properly insulated and cooled
       space
   4.9 any loss damage or expense otherwise recoverable hereunder unless prompt notice thereof is given to the
       Underwriters and, in any
       event, not later than 30 days after the termination of this insurance.

5. 5.1 In no case shall this insurance cover loss of or damage or expense arising from
    unseaworthiness of vessel or craft,
    5.1.1 where the Assured or their servants are privy to such unseaworthiness or unfitness;
    5.2.2 at the time the subject-matter insured is loaded
    5.2 The Underwriters waive any breach of the implied warranties of seaworthiness of the ship and fitness of the
    ship to carry the
    subject-matter insured to destination, unless the Assured or their servants are privy to such seaworthiness or
    unfitness.

6. In no case shall this insurance cover loss damage or expense caused by
   6.1 war civil war revolution rebellion Insurrection, or civil strife arising therefrom, or any hostile activity by or against a belligerent power
   6.2 capture seizure arrest restraint or detention (pircy excepted), and the consequences thereof or any attempt thereat
   6.3 dertil mines torpedoes bombs or other derelict weapons of war.

7. In no case shall this insurance cover loss damage or expense
   7.1 caused by strikers, locked-out workmen, or persons taking part in labour disturbances, riots or civil commotions
   7.2 resulting from strikes, lock-outs, labour disturbances, riots or civil commotions
   7.3 caused by any terrorist or any person acting from a political motive.

DURATION
8. 8.1 This insurance attaches from the time the goods are loaded into the conveyance or cold store at the place named
     herein for the commencement of the transit continues during the ordinary course of transit and terminates either
     8.1.1 on delivery to the cold store or place of storage at the destination named herein,
     8.1.2 on delivery to any other cold store or place of storage, whether prior to or at the destination named herein, which the Assured
     elect to use either
     8.1.2.1 for storage other than in the ordinary course of transit or
     8.1.2.2 for allocation or distribution,
     8.1.3 on the expiry of 5 days after discharge overside of the goods hereby insured from the overseas vessel at the final port of discharge, whichever shall first occur.
     8.2 If, after discharge overside of the overseas vessel at the final port of discharge, but prior to termination of this insurance, the goods
     are to be forwarded to a destination other than that to which they are insured hereunder, this insurance, whilst remaining subject to
     termination as provided for above, shall not extend beyond the commencement of transit to such other destination.
     8.3 This insurance shall remain in force (subject to termination as provided for above and to the provisions of Clause 9 below) during delay
     beyond the control of the Assured, any deviation, forced discharge, resolution or transhipment during any variation of the
     adventure arising from the exercise of a liberty granted to shipowners or charterers under the contract of affreightment.

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9. If owing to circumstances beyond the control of the Assured either the contract of carriage is terminated at a port or place other than the destination named therein or the transit is otherwise terminated before delivery of the goods as provided for in Clause 8 above, then this insurance shall also terminate unless prompt notice is given to the Underwriters and continuation of cover is requested when the insurance shall remain in force, subject to an additional premium if required by the Underwriters, either

9.1 until the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until the expiry of 30 days after arrival of the goods hereby insured at such port or place, whichever shall first occur, or

9.2 if the goods are forwarded within the said period of 30 days (or any agreed extension thereof) to the destination named herein or to any other destination, until terminated in accordance with the provisions of Clause 8 above.

10. Where, after attachment of this insurance, the destination is changed by the Assured, held covered at a premium and on conditions to be arranged subject to prompt notice being given to the Underwriters.

CLAIMS

11. In order to recover under this insurance the Assured must have an insurable interest in the subject-matter insured at the time of the loss.

11.1 Subject to 11.1 above, the Assured shall be entitled to recover for insured loss occurring during the period covered by this insurance, notwithstanding that the loss occurred before the contract of insurance was concluded, unless the Assured were aware of the loss and the Underwriters were not.

12. Where, as a result of the operation of a risk covered by this insurance, the insured transit is terminated at a port or place other than that to which the subject-matter is covered under this insurance, the Underwriters will reimburse the Assured for any extra charges properly and reasonably incurred in unloading storing and forwarding the subject-matter to the destination to which it is insured hereunder.

This clause 12, which does not apply to general average or salvage charges, shall be subject to the exclusions contained in Clauses 4, 5, 6 and 7 above, and shall not include charges arising from the fault negligence insolvency or financial default of the Assured or their servants.

13. No claim for Constructive Total Loss shall be recoverable hereunder unless the subject-matter insured is reasonably abandoned either on account of its actual total loss appearing to be unavoidable or because the cost of recovering, reconditioning and forwarding the subject-matter to the destination to which it is insured would exceed its value on arrival.

14.1 If any increased Value insurance is effected by the Assured on the cargo insured herein the agreed value of the cargo shall be deemed to be increased to the total amount insured under this insurance and all increased Value insurances covering the loss, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

14.2 Where this insurance is on Increased Value the following clause shall apply:

The agreed value of the cargo shall be deemed to be equal to the total amount insured under the primary insurance and all increased Value insurances covering the loss and effected on the cargo by the Assured, and liability under this insurance shall be in such proportion as the sum insured herein bears to such total amount insured.

In the event of claim the Assured shall provide the Underwriters with evidence of the amounts insured under all other insurances.

BENEFIT OF INSURANCE

16. This insurance shall not inure to the benefit of the carrier or other bailee.

MINIMISING LOSSES

16. It is the duty of the Assured and their servants and agents in respect of loss recoverable hereunder

16.1 to take such measures as may be reasonable for the purpose of averting or minimising such loss, and

16.2 to ensure that all rights against carriers, bailees or other third parties are properly preserved and exercised and the Underwriters will, in addition to any loss recoverable hereunder, reimburse the Assured for any charges properly and reasonably incurred in pursuance of those duties.

17. Measures taken by the Assured or the Underwriters with the object of saving, protecting or recovering the subject-matter insured shall not be considered as a waiver or acceptance of abandonment or otherwise prejudice the rights of either party.

AVOIDANCE OF DELAY

18. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances within their control.

LAW AND PRACTICE

19. This insurance is subject to English law and practice.

NOTE:-

It is necessary for the Assured when they become aware of an event which is "held covered" under this insurance to give prompt notice to the Underwriters and the right to such cover is dependent upon compliance with this obligation.

SPECIAL NOTE:-

This insurance does not cover loss damage or expense caused by embargo, or by rejection prohibition or detention by the government of the country of import or their agencies or departments, but does not exclude loss of or damage to the subject-matter insured caused by risks insured hereunder and sustained prior to any such embargo rejection prohibition or detention.