

INSTITUTE FROZEN FOOD CLAUSES

(Excluding Frozen Meat)

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2	Delete	1. This insurance attaches from the time the goods are loaded	
3	section	(i) into the conveyance at Freezing Works or Cold Store at the place named in the policy for the	Transit Clause (in- corporating Warehouse to Warehouse Clause).
4	not	commencement of the transit	
5	applicable	(ii) on board the vessel	
6		continues during the ordinary course of transit and terminates either on delivery	
7		(a) to the Cold Store or place of storage at the destination named in the policy	
8		(b) to any other Cold Store or place of storage, whether prior to or at the destination named in the	
9		policy, which the Assured elect to use either	
10		(i) for storage other than in the ordinary course of transit	
11		or	
12		(ii) for allocation or distribution.	
13		or (c) on the expiry of 5 days after discharge overside of the goods hereby insured from the oversea vessel	
14		at the final port of discharge,	
15		whichever shall first occur.	
16		If, after discharge overside from the oversea vessel at the final port of discharge, but prior to termin-	
17		ation of this insurance, the goods are to be forwarded to a destination other than that to which they are	
18		insured hereunder, this insurance whilst remaining subject to termination as provided for above, shall not extend	
19		beyond the commencement of transit to such other destination.	
20		The insurance shall remain in force (subject to prompt notice being given to Underwriters and to an	
21		additional premium if required and subject also to termination as provided for above and to the provisions of	
22		Clause 2 below) during delay beyond the control of the Assured, any deviation, forced discharge, reshipment or	
23		transhipment and during any variation of the adventure arising from the exercise of a liberty granted to ship-	
24		owners or charterers under the contract of affreightment.	
25		2. If owing to circumstances beyond the control of the Assured either the contract of affreightment is	Termination of Adventure Clause.
26		terminated at a port or place other than the destination named therein or the adventure is otherwise terminated	
27		before delivery of the goods as provided for in Clause 1 above, then, subject to prompt notice being given to	
28		Underwriters and to an additional premium if required, this insurance shall remain in force until either	
29		(i) the goods are sold and delivered at such port or place, or, unless otherwise specially agreed, until	
30		the expiry of 60 days after discharge overside of the goods hereby insured from the oversea	
31		vessel at such port or place, whichever shall first occur,	
32		or (ii) if the goods are forwarded within the said period of 60 days (or any agreed extension thereof) to	
33		the destination named in the policy or to any other destination, until terminated in accordance	
34		with the provisions of Clause 1 above.	
35		3. Held covered at a premium to be arranged in case of change of voyage or of any omission or error	Change of Voyage Clause.
36		in the description of the interest vessel or voyage.	
37		4. This insurance covers loss of, deterioration of or damage to the interest insured from any cause	Full Conditions Clause.
38		which shall arise during the currency of the insurance.	
39		PROVIDED ALWAYS THAT:—	
40		(i) It is a warranty of this insurance that the goods are in sound condition and properly prepared	
41		packed and frozen at the time of attachment of the insurance.	
42		(ii) It is a warranty of this insurance that the period between the first passing of the goods into a	
43		Freezing Chamber and shipment on board the oversea vessel shall not exceed 60 days.	
44		(iii) The Assured shall take all precautions to ensure that the goods are kept in refrigerated or insulated	
45		space during the currency of the policy except during actual loading or unloading operations.	
46		(iv) It is a condition of this insurance that on discovery by the Assured his servants or agents of	
47		any loss of, deterioration of or damage to any part of the goods immediate notice shall be given to	
48		Underwriters. In no case shall any claim be recoverable hereunder where notice is given to	
49		Underwriters more than 30 days after the termination of the insurance.	
50		5. Claims recoverable hereunder shall be payable irrespective of percentage.	
51		6. No claim for Constructive Total Loss shall be recoverable hereunder unless the goods are reasonably	Constructive Total Loss Clause.
52		abandoned either on account of their actual total loss appearing to be unavoidable or because the cost of re-	
53		covering, reconditioning and forwarding the goods to the destination to which they are insured would exceed	
54		their value on arrival.	
55		7. General Average and Salvage Charges payable according to Foreign Statement or to York-Antwerp	G.A. Clause.
56		Rules if in accordance with the contract of affreightment.	
57		8. The seaworthiness of the vessel as between the Assured and Underwriters is hereby admitted.	Seaworthiness Admitted Clause.
58		In the event of loss the Assured's right of recovery hereunder shall not be prejudiced by the fact	
59		that the loss may have been attributable to the wrongful act or misconduct of the shipowners or their servants,	
60		committed without the privity of the Assured.	
61		9. It is the duty of the Assured and their Agents, in all cases, to take such measures as may be reasonable	Bailee Clause.
62		for the purpose of averting or minimising a loss and to ensure that all rights against carriers, bailees or other	
63		third parties are properly preserved and exercised.	
64		10. This insurance shall not inure to the benefit of the carrier or other bailee.	Not to Inure Clause.
65		11. This insurance is extended to indemnify the Assured against such proportion of liability under the	
66		contract of affreightment "Both to Blame Collision" Clause as is in respect of a loss recoverable hereunder.	"Both to Blame Collision" Clause.
67		In the event of any claim by shipowners under the said Clause the Assured agree to notify the Under-	
68		writers who shall have the right, at their own cost and expense, to defend the Assured against such claim.	
69		12. Warranted free of capture, seizure, arrest, restraint or detention, and the consequences thereof or	F.C. & S. Clause.
70		of any attempt thereat: also from the consequences of hostilities or warlike operations, whether there be a declara-	
71		tion of war or not; but this warranty shall not exclude collision, contact with any fixed or floating object (other	
72		than a mine or torpedo), stranding, heavy weather or fire unless caused directly (and independently of the	
73		nature of the voyage or service which the vessel concerned or, in the case of a collision, any other vessel involved	
74		therein, is performing) by a hostile act by or against a belligerent power; and for the purpose of this warranty	
75		"power" includes any authority maintaining naval, military or air forces in association with a power.	
76		Further warranted free from the consequences of civil war, revolution, rebellion, insurrection, or	
77		civil strife arising therefrom, or piracy.	
78		Should Clause No. 12 be deleted, the current Institute War Clauses (Frozen Food excluding Frozen Meat)	
79		shall be deemed to form part of this insurance.	
80		13. Warranted free from any claim arising from strikes, lockouts, labour disturbances, riots or civil	F.S.R. & C.C. Clause.
81		commotions.	
82		14. It is a condition of this insurance that the Assured shall act with reasonable despatch in all circumstances	Reasonable Despatch Clause.
83		within their control.	

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 Underwriters and the right to such cover is dependent upon compliance with this obligation.