

# Overland Transportation Cargo Insurance Clauses (Frozen Products)

**PLEASE READ THE ENDORSEMENT CAREFULLY ESPECIALLY THE UNDERLINED PARTS WHICH EXEMPT THE COMPANY FROM LIABILITY UNDER THIS POLICY.**

## **I Scope of Cover**

This insurance covers:

- 1 Total or partial loss of or damage to the insured goods caused in the course of transit by:
  - (1) Windstorm, lightning, earthquake, flood;
  - (2) Collapse of tunnel, landslide, fire or explosion;
  - (3) Collision, overturning or derailment of the conveyance on land;
  - (4) Grounding, stranding, sinking or collision of lighter or lighters in course of lighterage.
- 2 Deterioration of the insured goods due to defrosting caused by breakdown of the refrigerating machinery or insulation or melting of ice in the wagon or wagons in the course of transit.
- 3 Reasonable cost incurred by the Insured in salvaging the goods or averting or minimizing a loss recoverable under this insurance provided that such cost shall not exceed the sum insured of the goods so saved.

## **II Exclusions**

This Insurance does not cover:

- 1 Loss or damage caused by the intentional act or fault of the Insured.
- 2 Loss or damage falling under the liability of consignor.
- 3 Deterioration of the insured goods caused by failure, in any stage of transit, to stow or store the said goods in wagon or wagons or in warehouse provided with refrigerating installation, or in insulated space in auxiliary conveyance or by insufficiency of ice in the carrying wagon or wagons.
- 4 Deterioration or loss of or damage to the insured goods arising from failure to keep the goods in good condition, including improper dressing and wrapping and/or packing, failure to comply with the freezing standard and bone taint at the time of commencement of this insurance.
- 5 Loss or damage arising from normal loss, inherent vice and nature of the insured goods, loss of market and/or delay in transit and any expenses arising therefrom
- 6 Risks and liabilities covered by the Overland Transportation War Risks Clauses and Strikes, Riot and Civil Commotion Clauses of this Company.

## **III. Commencement and Termination of Cover**

This insurance attaches from, the time the goods hereby insured leave the cold stores at the place of shipment named in the Policy and are loaded onto the conveyance for the commencement of transit including transit in lighter until the goods are delivered to the consignees warehouse at the destination named in the Policy, but the longest duration of this insurance at destination shall in no case exceed ten (10) days after arrival of the goods at the station there.

## **IV. Duty of the Insured**

It is the duty of the Insured to attend to all matters as specified hereunder, failing which the Company has the right to reject his claim for any loss or damage if and when such failure prejudices the interest of the Company.

1. The Insured shall take delivery of the insured goods in good time upon arrival at the place of destination named in the Policy. In case of discovery of deterioration or loss of or damage to any part of the insured goods, immediate notice should be given to the surveying and claims settling agent named in the Policy to conduct survey and ascertain the quantity deteriorated or the extent of damage before termination of this insurance. If the insured goods are found short in entire package or packages or to show apparent traces of damage, the Insured shall obtain from the carrier, bailee or other relevant authorities Certificate of loss or damage and/or shortlanded memo. Should the carrier, bailee or other relevant authorities be responsible for such shortage or damage, the Insured shall lodge a claim with them in writing and, if necessary, obtain their confirmation of an extension of the time limit of validity of such claim. The Company shall not be liable for any loss in the event that the Insured fails to perform the duties mentioned above.
2. The Insured shall take reasonable measures immediately in salvaging the insured good or preventing or minimizing a loss or damage thereto. When they sustain loss or damage covered under this insurance. The measures so taken by the Insured shall not be considered as a waiver of abandonment, nor shall they be considered as an acceptance of abandonment in the event that they are taken by the Company. The Company shall not be liable for any part of the loss enlarged due to the Insured's failure in performing the duties mentioned above.
3. The Insured shall submit the following documents when presenting a claim under this insurance: Original Policy, Waybill, Invoice, Packing List, Weight Memo, Certificate of Loss or Damage and/or Shortlanded Memo, Survey Report and Statement of Claim.  
If third party liability is involved, letters and cables relative to recovery from the responsible party and other relative documents shall also be submitted.

The Company shall not be liable for any part of the loss which can not be verified as a result of the Insured's failure in submitting the documents required above.

**V. Treatment of Claim**

1. In settling any claim under this insurance, all packages, pieces or packs shall, unless otherwise stipulated, be considered as of the same weight and insured value, irrespective of whether such packages pieces or packs bear the same marks and are of the same value or bear different marks but are of the same value.
2. Upon receiving the claim notice and the full supporting documentation, the Company will make a determination as to the coverage position with respect to such claim in a timely fashion. If, due to the complexity of the claim, the Company is unable to determine such coverage position within thirty (30) days of receipt of such notice, and supporting documentation, then the Company shall negotiate with the Insured for a reasonable longer period required based on the actual situation, and notify the Insured once the determination is made within that period. Any claim that is finally determined as covered under this policy, the Company shall pay Loss within ten (10) days of its final disposition.

**VI Time Limit**

The time limit for the Insured to commence formal proceedings under this policy against the Company is two years from the date the insured is aware or should be aware of the claim or suit covered by this policy.

