#### **Frozen Foods Section**

#### **Definitions** applicable to this Section

## Basis of claims settlement

means determining the cost price of the **property** at the time of **damage** or at **our** option replacement of the **property** 

#### Cold chamber

means the cold-room or chamber in which the **property** is stored at a controlled temperature as stated in the **appendix** 

## **Damage**

means loss of or physical damage to the **property** by deterioration or putrefaction

#### **Property**

means stock of foodstuffs whilst in the **cold chamber** of any deep freeze stated in the **appendix** belonging to **you** or for which **you** are responsible

## **Frozen Foods Section**

Insurance Provided

Damage at the premises occurring during the period of insurance due to or arising from

- 1) a rise or fall in temperature owing to a failure of the freezer cabinet
- 2) accidental escape or leakage of refrigerant or refrigerant fumes
- 3) accidental failure of the public or private supply of electricity

as stated in the basis of claims settlement

Limit of Liability

**Our** liability under this Section will not exceed the Sum Insured shown for each Item in the **appendix** in respect of any one **period of insurance** 

# **Exclusions additional to the policy Exclusions**

We shall not indemnify you for

- 1) damage caused by
  - 1.1) your wilful act or neglect or any partner director or employee or their families

- 1.2) the deliberate act of any electricity supply authority or the exercise by any such authority to withhold or restrict supply
- 1.3) the failure of freezer cabinets which are
  - a) over 15 years old
  - b) over 5 years old and not the subject of an annual maintenance contract with a competent refrigeration engineer or company
  - c) powered by a motor in excess of 2 horse power
- 1.4) any Specified peril
- 1.5) moth or vermin or insects
- 1.6) wear and tear deterioration or gradually developing flaws or defects in refrigerating plant or faulty packaging of **property**
- 1.7) the incorrect setting of thermostats or automatic controls
- 2) damage to property which has passed the date set by the manufacturers for consumption
- 3) financial loss subsequent or inevitable loss of any kind
- 4) the excess amount stated in the appendix

## **Conditions additional to the policy Conditions**

#### Automatic reinstatement

In the absence of written notice from **us** to **you** to the contrary the Sum Insured by this Section will not be reduced by the amount of the agreed claim settlement and in return **you** undertake to pay an additional premium on the amount of the agreed claim settlement from the date thereof

## Average (underinsurance)

Each of the Sums Insured by this Section is declared to be separately subject to average. Whenever a Sum Insured is declared to be subject to average if such sum shall at the commencement of any **damage** be less than the value of the insured **property** within such Sum Insured the amount payable by **us** in respect of such **damage** shall be proportionately reduced