

In-Voyage Cold Disinfestation Rejection Extension Clause

RISKS COVERED

1. Subject to the exclusions, terms and conditions of the Policy including the exclusions, terms and conditions defined herein, this Policy is extended to cover the risk of rejection of a shipment of Agreed Produce by the applicable Government Authority in the country of destination noted in the shipping documentation due to the in-voyage Cold Disinfestation temperature and transit time protocols not being complied with.

CONDITIONS

2. It is a condition of this insurance that:
 - 2.1 All shipments are direct sailings (without any intermediate discharge or transshipment) between the Australian port of loading and the port of discharge of one of the Approved Countries, as noted in the shipping documentation.
 - 2.2 All Agreed Produce is shipped in compliance with the specific export requirements, quarantine requirements, regulations, procedures certification and protocols as produced by The Australian Department of Agriculture, Fisheries and Forestry including the Manual of Importing Country Requirements (Micor) relating to the importation of the Agreed Produce being shipped into the Approved Country of destination noted in the shipping documentation.
 - 2.3 The Agreed Produce is to be subject to the time period (number of days) in-voyage Cold Disinfestation treatment at or below the maximum permissible temperature as required by The Australian Department of Agriculture, Fisheries and Forestry including the Manual of Importing Country Requirements (Micor) for the Agreed Produce being shipped and as required by the Approved Country of destination of the shipment.
 - 2.4 The Agreed Produce is to be shipped in USDA-type containers, which allows for the monitoring of the Agreed Produce pulp temperature and confirmation of Cold Disinfestation treatment times and temperatures as required by the protocol, prior to opening of the container after arrival.
 - 2.5 Shipping companies are to be instructed in writing to carry and maintain the following container temperatures for the Agreed Produce during the voyage and whilst at shipping terminals:

2.5.1	Citrus Fruit	-	1 ° C
2.5.2	Stone Fruit	-	0 ° C
2.5.3	Grapes	-	0 ° C
2.5.4	Apples	-	0 ° C
 - 2.6 Where required, the Australian Department of Agriculture, Fisheries and Forestry or their authorised personnel or agents, must inspect, check and certify each shipment in accordance with the applicable protocols for the Agreed Produce being shipped.
 - 2.7 For the avoidance of doubt, the cover provided under clause 1 is only available where each of the conditions in clauses 2.1 to 2.6 has been

satisfied. If any condition in clauses 2.1 to 2.6 is not satisfied, the cover under clause 1 does not apply.

EXCLUSIONS

3. In particular this insurance does not cover claims arising from:
 - 3.1 Non-compliance with any of the Conditions in clause 2 above.
 - 3.2 Loss of market, loss of contract, or delay.
 - 3.3 Misdescription or misdeclaration of the Agreed Produce.
 - 3.4 Notwithstanding clause 3.1, this insurance excludes non-compliance with any regulations or protocols of Australia or the Approved Country of destination, except where such non-compliance:
 - 3.4.1 occurs after certification by The Australian Department of Agriculture, Fisheries and Forestry; and
 - 3.4.2 is outside the control of the Insured &/or their agents.
 - 3.5 Any omission, error or inaccuracy in the contract of sale, shipping documentation, certification, or any other document, to the extent that such omission, error or inaccuracy causes or contributes to the rejection of the shipment.
 - 3.6 The consignee's failure to ensure the temperature data has been downloaded and provided to the applicable Government Authority in the Approved Country of destination prior to opening the container and/or removal of the container from the terminal or holding yard.

CLAIMS PROCEDURES

4. In the event of a rejection, which is likely to give rise to a claim under this clause the insured and/or consignee in addition to complying with the claim procedures defined in the Marine Policy and Loss Demonstration Procedures Clause 01.05.2015 must also comply with the following procedures:
 - 4.1 Submit all documentation issued by the applicable Government Authority in the country of destination relating to the rejection (including rejection certificate) to insurers nominated claim survey agent.
 - 4.2 Obtain insurers approval for on-shipment for sale at another overseas destination.
 - 4.3 Ensure any agreed on-shipment is arranged expeditiously.
 - 4.3 Submit to insurers all sales accounts relating to such on-shipment sales.
 - 4.4 If damage is evident on arrival at the on-shipment destination notify insurers claim survey representative at the final port of discharge.

DEFINITIONS

Agreed Produce is defined as Citrus Fruit, Stone Fruit, Grapes or Apples only.

Approved Countries are defined as Indonesia, Japan, New Zealand, Philippines, South Korea, Taiwan, United States of America, Vietnam, Thailand, India or China only.

Government Authority is defined as any national government department, agency, authority, regulator, customs authority, border protection authority, quarantine or biosecurity authority, port authority, harbour authority, inspector, officer or other person having lawful authority at a national, border, customs, port, harbour, terminal or point-of-entry level in an Approved Country in relation to the import, clearance, inspection, detention, release, quarantine, biosecurity, movement, destruction or disposal of the Agreed Produce.