



## REFRIGERATED FOOD PRODUCTS FOOD SPOILAGE

Refer to the Supplemental Declarations if information is not shown on this form.

For an additional premium, *we* provide coverage under this endorsement subject to the *terms* contained in the General Policy Provisions.

### SCHEDULE

| Premises | Limits of Insurance | Type of Property Insured |
|----------|---------------------|--------------------------|
|----------|---------------------|--------------------------|

*Refrigeration Maintenance Agreement-Insured*  does or  does not have a refrigeration maintenance or service applicable to the refrigeration system or cases, freezers or coolers containing the insured property.

### DEDUCTIBLE

*We* pay up to the limit(s) of insurance shown above subject to the following deductible:

DEDUCTIBLE: \$ \_\_\_\_\_.

The deductible amount specified above shall be deducted from the amount of loss in any one *occurrence* and shall apply separately to each premises.

### WHAT WE PAY FOR

*We* pay for direct loss or damage from spoilage to the contents of a freezer or refrigeration unit on the *insured premises* and owned by *you* caused by or resulting from:

1. Temperature change due to:
  - a. mechanical breakdown or failure of the refrigeration system;
  - b. burning out of electrical motors;
  - c. blowing of fuses or circuit breakers;
  - d. The breakdown or malfunction of the equipment or apparatus connecting or controlling refrigeration systems, electrical motors or electrical power; or
  - e. complete or partial lack of power to operate the refrigeration system;
2. Contamination by the refrigerant.

### COVERAGE EXTENSIONS

*We* agree to pay:

1. the reasonable expenses *you* incur to reduce loss or damage insured under this endorsement to the extent that such loss or damage is reduced. However, the total expenses recoverable shall not increase the limit of insurance applicable to the property insured; and
2. The reasonable expenses *you* incur to clean up and dispose of spoiled property for which coverage is provided under this endorsement. The total expenses recoverable shall not increase the limit of insurance applicable to the property insured.

*Additional Exclusions Which Apply to this Endorsement:*

The following additional exclusions apply to the coverage afforded by this endorsement.

This endorsement does not cover loss or damage due to:

1. explosion, rupture or bursting of:
  - (a) water pipes;
  - (b) steam boilers, steam pipes, steam turbines or steam engines;
2. the disconnecting of any refrigeration units from the source of electrical power or the termination of electrical power caused by throwing off of any switch or other device (on premises) usual to the shutting off of electrical current or electrical power;
3. the leaking or escape of refrigerant gas or gases from any cause including the rupture or bursting of refrigerant gas pipes or lines;
4. the breaking of any glass that is a permanent part of any refrigerating unit;
5. insufficient fuel or complete lack of fuel used in the normal operation of the stationary heating plant;
6. gradual deterioration, inherent vice, natural spoilage or any processing operation;
7. the intentional decision or inability of an electrical utility company or other source of electrical power to provide sufficient power due to lack of fuel or governmental order or lack of generating capacity to meet the demand.

***PENALTY FOR TERMINATION OF REFRIGERATION MAINTENANCE AGREEMENTS***—If the *insured* voluntarily terminates without notice to the Company any refrigeration maintenance or service agreement shown as applicable in this endorsement or in the Declarations, the loss or damage otherwise payable under this endorsement shall be reduced by one half. This penalty shall not apply to loss which is a direct result of complete or partial lack of power occurring off the designated premises.

#### **ADDITIONAL DEFINITIONS**

The following additional definitions apply to the coverage afforded by this endorsement:

***Change of Temperature*** as stated in this endorsement covers only direct damage to stock or merchandise and does not apply to any loss due to interruption of *business*.

***Mechanical Breakdown*** is defined as being the actual breaking, parting, or separating of any mechanical part(s) of the refrigeration unit (other than gas pipes or lines, or the breaking of any glass as is specifically excluded) or the "burning out" of any electrical motor serving such unit, when such breaking or burning out shall result in the complete stopping of the mechanical action of said refrigeration equipment and which shall then require replacement of the damaged part(s) to become functional. Faulty operation or malfunction of equipment which results in temperature changes but does not cause the complete stopping of the mechanical action and does not require the replacement of broken parts shall not be construed as "mechanical breakdown" and there shall be no liability under this endorsement for spoilage resulting from such malfunction.