**ENDORSEMENT**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# This endorsement, effective 12:01 a.m.

# Forms a part of Policy

BREWERS AND vINTNERS

PROPERTY IN TRANSIT – REFRIGERATION BREAKDOWN

ENDORSEMENT

This endorsement modifies insurance provided under the following:

CAUSES OF LOSS – SPECIAL FORM

Refrigeration Breakdown Schedule

Limit

**Any One Conveyance Limit** -- The most

"we" pay for loss to "perishable stock" on

any one conveyance is: $\_\_\_\_\_\_\_\_\_\_\_\_

**Catastrophe Limit** -- The most "we"

pay for loss to "perishable stock" in

any one occurrence is: $\_\_\_\_\_\_\_\_\_\_\_\_

**Refrigeration Deductible** -- "We" pay

only that part of "your" loss over the

deductible amount in any one occurrence: $\_\_\_\_\_\_\_\_\_\_\_\_

1. Coverage provided under section paragraph **1. Property in Transit** of section **F. Additional Coverage Extensions** is amended to include the following:

You may extend the insurance that applies to your Property in Transit, as provided by this policy, to cover direct physical loss or damage caused by “Refrigeration Breakdown”.

“Refrigeration Breakdown” means direct physical loss to covered property consisting of "perishable stock" caused by "spoilage".

**B**. The following is added to section **C. Limitations**:

We only cover loss to "perishable stock" caused by "spoilage" when the refrigeration or heating unit of a vehicle transporting covered property has a sudden or accidental breakdown or malfunction.

**C**. The following is added to paragraph **4. Special Exclusions** of section **B. Exclusions:**

We do not pay for loss caused by breakdown or malfunction:

1. that results from the failure to maintain adequate fuel levels for the refrigeration or heating unit of a vehicle; or
2. of a refrigeration or heating unit if you or a service representative do not inspect a vehicle's refrigeration or heating unit at least once each month

**D**. The following coverage condition only applies to covered property on a vehicle in the due course of transit; you must maintain a record of each inspection of a refrigeration or heating unit and retain the records of the inspection for at least one year. You must provide us with all records that relate to a loss and permit copies and abstracts to be made from them.

**E**. The most we pay for loss to "perishable stock" on any one vehicle is the Any One Conveyance Limit indicated on the Refrigeration Breakdown Schedule. The most we pay for loss to “perishable stock” in any one occurrence is the Catastrophe Limit indicated on the Refrigeration Breakdown Schedule.

**F.** Refrigeration Breakdown Deductible: We pay only that part of your loss over the deductible amount indicated on the Refrigeration Breakdown Schedule in any one occurrence.

1. For the purposes of this Endorsement only, **G. Definitions** is amended to include the following additional definitions:
2. "Perishable stock" means property preserved and maintained under controlled conditions and susceptible to loss or damage if the controlled conditions change.
3. "Spoilage" means any detrimental change in physical state of "perishable stock". Detrimental change includes, but is not limited to, thawing of frozen goods, warming of refrigerated goods, solidification of liquid material.
4. Subparagraph **2.d.** of Paragraph **B. Exclusions** still applies except to the extent that coverage is provided under this endorsement.

All other terms and conditions of the policy remain the same.

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Authorized Representative