DTV Cargo Insurance Conditions 2000/2008

(DTV Cargo 2000 / 2008)

Salvage and Debris Removal Clause

for insurance governed by DTV Cargo 2000/2008

1. The Insurer is liable for up to EUR 25.000,00 on a first-loss basis for expenses incurred in the salvage and/or removal/destruction of the goods insured that are lost or damaged in consequence of the occurrence of an insured peril.

    Unless otherwise agreed, costs and expenses as defined by this clause, together with other compensations are indemnified only within the agreed limit of the policy. No. 2.3.3 DTV Cargo 2000/2008 remains unaffected.

2. The above applies provided that

    - the Insured could regard the expenses incurred as necessary under the particular circumstances or,

    - the expenses and costs were incurred in compliance with an official request of a competent authority or,

    - the expenses and costs were incurred at the Insurer's request.

    The Insurer is also liable if, following damage to or destruction of insured goods, a competent authority arranges for the salvage and/or removal/destruction of said goods, and/or the clearing up of the site of the loss at the Insured's expense.

Insurance cover is likewise granted if, following an insured loss, undamaged goods also are salvaged and/or removed by official order, or if an authority by virtue of legal provisions arranges for the salvage and/or removal of undamaged goods.

3. The Insurer is not liable for additional expenses incurred in the prevention or elimination of damage to the environment, in particular to air, water or soil.

4. The Insurer is liable only to the extent that compensation is not available under another insurance policy.

5. The Insurer is not subrogated to the rights of the Insured in respect of the goods damaged or lost following any indemnification for expenses and costs incurred under Nos. 1 and 2 above. Furthermore, the Insurer accepts no liability arising out of the existence of goods damaged or lost.