

## **DTV Cargo Insurance Conditions 2000/2008**

### **(DTV Cargo 2000/2008)**

## **Salvage and Debris Removal Clause**

for insurances governed by DTV Cargo 2000/2008

Sample terms and conditions of the GDV

- 1 The Insurer is liable for up to EUR ..... 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.
- 3 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.