

SPECIAL CLAUSE FOR WRECK REMOVAL, DISINFECTION AND QUARANTINE EXPENSES

Article1. Cover

This company shall be liable to pay, subject to the limit of liability and the deductible franchise stated in this policy, the following expenses incurred by the assured in relation to the transport operation specified in this policy.

(1) Costs and expenses of or incidental to the raising, removal, destruction, lightning, guarding, making or any other measures taken to deal with a wrecked container which is obstructing any port or harbour, waterway, road, railway or other property when such measures are compulsory by law or the costs thereof are legally recoverable from the assured, **provided that the value of any container and other materials saved shall be deducted from any costs and expenses incurred by the assured.**

(2) Expenses of disinfection and quarantine of the container reasonably incurred by the Assured under Quarantine or Public Health Enactments or Regulation Orders, **after deducting ordinary expenses.**

(3) Expenses of disinfection and quarantine, reasonably incurred by the Assured under Quarantine or Public Health Enactments or Regulation Orders, of cargo being or having been carried in the container, **after deducting ordinary expenses.**

Should Container Operator's Cargo Indemnity Insurance Clauses not be applied, this item (3) of Article 1. Shall be deemed not to be deleted from these Clauses.

(4) Expenses provided in Item (2) and Item (3) of this Article include the costs of transporting the container and the cargo to the place of disinfection and the costs of discharging the cargo from the container for the purpose of disinfection and the costs of subsequently reloading the cargo into the container.

Article2. Exclusion

This Company shall not be liable to indemnify the Assured for any loss, costs or expenses arising out of or caused by the following matters

(1) **Willful act or gross negligence of the Assured.**

(2) **War (whether declared or not) , riots, rebellions, strikes, lock-out or the like. But this item (3) of Article2 free of Institute Strike Clause shall be deemed to be deleted.**

(3) **Force Majeure such as earthquake, volcanic eruption, flood, tidal wave and high tide**

(4) **Nuclear reaction of, ionizing radiation from or radioactive contamination with nuclear fuels or radioactive products or waste except radioisotopes used in or intended to be used for any industrial, commercial, agricultural, medical or scientific purpose.**

Article3. Other Insurance

If the assured, apart from being insured under this policy, is insured in any manner whatsoever by any other person or association against any or any part of the loss, costs or expenses to be recoverable under this insurance, **no sum shall be paid by this company on the basis of double insurance or otherwise in respect of such loss, costs or expenses.**