

## **SPECIAL CLAUSE FOR BRAND PROTECTION**

In the event of loss of or damage to the insured interest bearing a brand or trademark, the sale of which in any way carries or implies a guarantee, the salvage value of such damaged insured interest shall be determined after removal of all brands and trademarks.

With respect to packaging from which the brand or trademark cannot be removed, the contents shall be transferred into plain packaging, subject always to the consent of the Insured.

Notwithstanding the foregoing and provided that a mutual allowance cannot be agreed upon, the value of the insured interest in question shall be established by allowing the insured interest to be offered for sale at public auction or by tender but subject to the Insured having the right to accept or refuse highest bid offered.

With respect to such damaged insured interest for which it is deemed by the Insured to be impractical to destroy all evidence of the Insured's connection therewith, the Insurer agrees to waive its right to salvage and the Insured is granted the option to destroy insured interest. **If the Insured exercises its option to destroy any damaged insured interest, the Insurer shall be given the opportunity to have a representative in attendance during such destruction.**

The cost to remove brands and trademarks, as well as the cost to remove the contents from their original packaging and transfer them into plain packaging, shall be borne by the Insurer, **but in no event shall the Insurer be liable for more than the insured value of such damaged insured interest.**