Control of Damaged Goods

(Registration No.: 09AD2022000210386)

Where subject matter insured is damaged and/or has been exposed to circumstances that has or may have led to its integrity being breached then with the consent of the Assured the damaged and/or compromised items are to be repaired and the cost of such repair shall, subject otherwise to the terms and conditions of this cover, be recoverable hereunder.

If, in the opinion of the Assured in consultation with independent specialists and the Insurer, repair of the subject-matter insured would not restore its absolute integrity then, subject to the consent of the Assured, the damaged and/or compromised items are to be sold or otherwise disposed of and the proceeds paid to the Insurer against the settlement of a claim for constructive total loss.

If the sale or other disposal of damaged or compromised subject-matter insured is, in the opinion of the Assured and agreed by the Insurer, detrimental to their interests (or the Assured is unable to sell or otherwise dispose of such subject-matter insured under the terms of any agreement) then the damaged and/or compromised items are to be destroyed and the claim settled hereunder as a total loss.

In no case shall the Insurer's liability exceed the insured value of the item.