

We have set out the following information below to provide you, in the name of and on behalf of the participating insurers, with an initial overview of the Pantaenius Skipper Third Party Liability Insurance. This information document is therefore not exhaustive. Full pre-contractual and contractual information is contained in the recommendation, the application form, the insurance policy and the accompanying conditions of insurance and mandatory disclosures. To be well informed, please read all the documents.

What is this type of insurance?

A skipper third party liability insurance is offered. The insurance covers you in your capacity as skipper, together with your crew, in the event of loss or damage to third parties resulting from the operation of a Vessel not owned by you.



What is insured?

- ✓ Legal liability based on statutory liability provisions resulting from the use of a yacht which is not owned by you.
- ✓ Legal liability arising out of the use of tenders and water sport equipment belonging to the yacht.
- ✓ Liability claims by the charter operator or owner of the used yacht for loss of proven charter revenue of affected follow-on charters as a result of damage caused by the insured person, up to a maximum amount of EUR 20.000.

What is the insured sum?

- ✓ The insured sum is stated in the policy. The total amount of compensatory payment for all claim events in any one policy year is limited to twice the sums insured noted in the policy.



Where am I covered?

- ✓ Insurance cover applies within the cruising area specified in the Policy Schedule. The cruising area is either worldwide including the U.S.A., or worldwide with the exception of the U.S.A.



What is not insured?

- ✗ Liability claims of the Policyholder against co-insured persons for property damage or pecuniary damages.
- ✗ Liability claims arising from loss events occurring whilst the yacht is being used in motor boat races.
- ✗ Liability claims assumed under contract.



Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Liability claims if, at the time the liability was incurred, the insured was acting as skipper in any capacity from which he derived a commercial benefit, without previously having agreed with the insurers to such commercial use.
- ! Liability claims arising from loss events occurring whilst the Yacht is operated by a responsible person who does not possess the necessary official licence for operating the Yacht.
- ! Insurance claims by any person who has intentionally and unlawfully caused the third party's loss.



What are my obligations?

- You must answer all questions in the application form fully and truthfully.
- It may be necessary to amend the insurance contract if there is any change to the circumstances you disclosed at the start of the contract. You must therefore disclose whether and how the circumstances regarding your original information in the application for insurance have changed.
- In the case of a claim, you are subject to certain obligations with which you must comply.
- One such obligation is that you must inform the Insurer of each insured event without delay.
- You are also obliged to take all reasonable measures at your own initiative which are considered appropriate for avoiding and mitigating the loss. If the insurer gives instructions in this regard, then you must follow such instructions.
- You are obliged to provide the Insurer with detailed and accurate loss reports and to provide the Insurer at its request any information which the Insurer considers necessary in order to ascertain the insured event and the duty to provide benefit. If the liability claim leads to proceedings then you must leave the conduct of the case to the Insurer.



When and how do I pay?

Premiums are due two weeks after receipt of the policy schedule. If you have not granted authorisation to collect the premium by direct debit, please ensure that you transfer the premium amounts immediately thereafter.



When does the cover start and end?

The insurance coverage begins at the day and hour stated in the policy. The rule that the Insurer is not liable for any claims under the contract prior to payment of the first premium as defined in §37.2 of the German Insurance Act (VVG) does not apply. This contract is effective for one year and is automatically renewed annually, unless you or the insurers cancel the contract.



How do I cancel the contract?

You or the insurers may terminate the contract at the end of the agreed term (this must be done at least one month prior to expiry of the contract). In addition, you or the insurers may terminate the contract prematurely. This is possible, for example, after the occurrence of an insured event. In this case, the insurance will expire before the end of the agreed period.