
PANTAENIUS YACHT CONDITIONS (PYC) AT

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PANTAENIUS
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Wir beraten Sie als
Mehrfachagentur.
Von unseren Versicherern
sind wir bevollmächtigt,
Prämien entgegen-
zunehmen.

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PART A I. YACHT TOTAL LOSS INSURANCE CONDITIONS

§1 Scope of the Insurance Cover

1. In addition to General Part E, cover exists for the total loss of the water sports craft specified in the policy caused by accident, sinking, fire, lightning, explosion, force majeure or theft. Total loss also includes constructive total loss (the necessary costs of reinstatement exceed the Fixed Value, see §6.1).
2. Separate total loss cover can be established within the scope of §1.1 for outboard motors and trailers, whereby separate insured sums specified in the Schedule are agreed for these items.
3. Expenses for salvaging, wreck removal and disposal are also insured beyond the agreed insured sum in the event of an insured event specified at §1.1 or §1.2.

§2 Transportation

Cover exists in the event of total loss for land transportation and transportation of the Vessel on a trailer by ferry within Europe, provided that the means of transport is sufficiently suitable and the Vessel has been properly loaded.

§3 Cruising area

The insurance is valid for the cruising area specified in the policy. Insurance cover also exists during any customary stay of the insured property out of water (e.g. winter storage, at shipyards) including hauling out and launching.

§4 Exclusions and Causing the Insured Event

1. The following are not insured:
 - a.) damage caused by age, wear and tear, deterioration and inadequate maintenance;
 - b.) consequential damage, e.g. loss of racing performance, depreciation, loss of use;
 - c.) total loss of the insured Vessel caused by theft if the Vessel was located on a trailer not protected against theft;
 - d.) theft of the additionally insured outboard motors or trailers if such items were not equipped with an appropriate anti-theft device.
2. The Insurer is not obliged to provide benefit if the Policyholder has caused the insured event grossly negligent.

§5 Deductible

The Policyholder shall bear an excess of 10% of the compensation and, if appropriate, the reimbursement of expenses under §1.3 for each insured event.

§6 Insured Value / Amount of Benefit

1. The insured value is the current new replacement value. The amount of the insured value is fixed at the amount of the insured sums specified in the policy.
2. Underinsurance is excluded.
3. In an insured event the Fixed Value under §6.1 less the realisable value of any remaining items shall be paid.

§7 Payment of Benefit

1. The Insurer must carry out its investigations for ascertaining the insured event and also has the duty to provide benefit as quickly as possible and must pay out the benefit without delay following a positive conclusion.

2. In the event of theft the benefit shall become payable no earlier than four months from the date of notification of the claim. If the whereabouts of stolen property is ascertained, then the Policyholder is only under a duty to take back the property if a period not exceeding four months has elapsed between the claim being notified and the Policyholder being able to reacquire the property.
3. If in connection with an insured event an administrative procedure or criminal proceedings are brought against the Policyholder for reasons which may also be significant for the claim for compensation, then the Insurer is entitled to defer the decision as to whether and to what extent it is under a duty of compensation until the legal conclusion of such proceedings.

PART B. YACHT THIRD PARTY LIABILITY INSURANCE CONDITIONS

§1 Scope of the Insurance

1. The Insurer provides cover for the Policyholder and co-insured persons in the event that a claim for compensation (for bodily injury, property damage or financial loss) is brought against such persons by a Third Party as a result of a loss event occurring in connection with the ownership and use of the Vessel specified in the policy based on statutory liability provisions.
2. Co-insured persons are:
 - a) the owner (if such person is not the Policyholder);
 - b) the captain and the crew members and guests on board the Vessel with the consent of the Policyholder or the owner;
 - c) any person who uses one of the Vessel's dinghies or carries out any sport using water sport equipment or diving gear belonging to the Vessel with the consent of the Policyholder or the owner in connection with the use of the Vessel;

§2 Additional Cover

1. Water Sports Equipment and Diving

The cover extends to liability arising from the use of the Vessel's dinghies and carrying out sports using water sports equipment and diving gear belonging to the Vessel provided that this happens in connection with the use of the Vessel.

2. Water Pollution

Cover also exists for liability for the direct or indirect consequences of changes of the physical, chemical or biological composition of a body of water including ground water (water pollution) whereby, in respect of such water pollution, financial losses are treated in the same way as property damage.

3. Unintentional Activation of Rescue Devices

Cover also exists for search and rescue costs arising from the unintentional activation of emergency rescue devices such as EPIRB or DSC when no emergency situation exists provided that these costs cannot be recovered elsewhere.

4. Skippers Liability Cover

- a) Insurance cover under §1.1 shall also exist for the Policyholder as a natural person and the crew members as co-insured persons for statutory liability as a result of a loss event occurring in connection with the non-commercial use of a Vessel not specified in the policy (including the dinghy belonging to such Vessel) that has been chartered or hired by the Policyholder in person and operated by the Policyholder as a Skipper (Skippers Liability Insurance).
- b) For liability claims arising from damage caused to the chartered or hired Vessel and / or its equipment, fixtures and fittings and accessories by the Policyholder or co-insured persons, this Skippers Liability Insurance shall only apply if such liability claims are made on the basis of gross negligence and such gross negligence has been determined by an authorised body, a court or an agreement recognised by the Insurer. In such a case, the Policyholder's deductible shall be EUR 2,500.
- c) Indeed, benefit shall only be provided under this Skippers Liability Insurance if benefit cannot be claimed under any other insurance contract - particularly under any water sports liability insurance contract existing for the chartered or hired Vessel (subsidiarity of the Skippers Liability Insurance).

5. Bad Debt Loss Insurance

- a) Cover also exists in the event that an insured person suffers loss or damage caused by a third party and the resulting claim for compensation cannot be asserted against the third party. A third party within the meaning of this clause is a person causing the loss or damage against whom, according to the legally enforceable judgment, a claim was brought by the Policyholder or insured person as a result of the liability loss.

- b) The content and extent of the insured claim for compensation are in accordance with the scope of cover provided by this contract. If the Policyholder or co-insured person is entitled to make any claims for compensation, they shall interpret the contract as if the third party had insurance cover as an insured person within the scope of these Conditions.
- c) Cover exists for personal injury and property damage suffered by the insured person for which the third party is liable to pay compensation on the basis of statutory provisions under private law.
- d) There is no cover for loss or damage caused intentionally by the third party, loss or damage of less than EUR 1,000 and if another insurer (e.g. liability insurance or social insurance) or welfare agency is obliged to provide benefit.
- e) It is a condition for the compensation that the insured person has obtained a legally enforceable judgment against the third party before a court (judgment, enforcement order, court settlement) or a notarial acknowledgement of debt by the third party.
- f) The insured person must establish that enforcement has failed or appears to have no prospects of success. Enforcement has failed if it has not led to full satisfaction; it has no prospects of success if the third party e.g. in the last three years has made an affirmation in lieu of oath or is included in the debtor's list kept by the court of enforcement.
- g) The insured person is obliged to assign his claims in the amount of the compensation against the third party and to hand over the original judgment or enforcement documents and other documents giving rise to an insured event within the scope of these Conditions.
- h) The third party cannot derive any rights under this contract.

§3 Cruising area

The insurance is valid for the cruising area specified in the policy. Occasionally leaving the cruising area is also covered but the Insurer must be informed of such occurrences without delay. The Insurer may in such cases apply an appropriate additional premium. Cover extends worldwide exclusively for Skippers Liability Insurance under §2.4.

§4 Scope of the Insurance Cover

- 1. The Insurer's duty to perform includes investigating the question of liability, and to pay compensatory payment which the Insured or co-insured persons are obliged to perform on account of an acknowledgement given or approved by the Insurer; a compromise made by the Insurer or a judicial decision. Furthermore, it is the Insurer's duty to pursue the defence of unfounded claims.
- 2. The Insurer is authorised to settle and/or defend claims as defined in Paragraph 1 on behalf of the Insured or co-insured persons. If the insured person prevents the termination of a liability claim dispute which the Insurer want to settle by means of acknowledgement, payment or compromise, the Insurer is not liable for the resulting additional expenditure concerning the main issue, interests and costs.
- 3. In respect of the extent of the Insurer's benefit the insured sums specified in the policy shall be the maximum limit for each loss event. Several losses arising at the same time and from the same cause are treated as one loss event. Disbursements incurred by the Insurer for costs - including costs for the prevention and mitigation of the loss - shall not be deducted from the insured sums as benefits. This does not apply for costs resulting from liability claims asserted under US or Canadian law. In such cases the Insurer's disbursements for costs, even if they were incurred on the Insurer's instruction, shall be deducted from the insured sum. The insured sum per loss event, as well as the total benefit for all loss events in one insurance year, are set out in the policy.

§5 Yacht Third Party Liability Insurance Exclusions

The following are excluded:

- 1. Liability claims arising from loss events which occur whilst the Vessel, its dinghies or water sport equipment:
 - a) is operated by a responsible person who does not possess the necessary official licence for operating the Vessel. However, the duty to provide benefit to the remaining insured persons remains if the Policyholder or owner could reasonably assume that the responsible operator of the Vessel had the relevant licence or if an unauthorised person operated the Vessel;
 - b) are used in motor boat races or associated trials where the sole goal of such events is the attainment of maximum speeds;
- 2. Liability claims arising from insured events associated with the use of diving gear if the person using such diving gear does not

possess a recognised diving licence. This does not apply to lessons or training given by a crew member who is a qualified and licensed diving instructor;

3. Liability claims made by the Policyholder or the owner against co-insured persons for property damage or financial loss;
4. Liability claims for property damage amounting to less than EUR 200 between co-insured persons; the same applies to liability claims by co-insured persons against the Policyholder or the owner;
5. Liability claims if, on the basis of contractual or separate agreements, they exceed the scope of statutory liability;
6. Liability claims which are based on, or include, punitive damages;
7. Liability claims against the Policyholder or the owner arising from work accidents suffered by any professional crew member employed on the Vessel. However, these conditions do cover statutory rights to recourse by the social insurance carrier or any other work accident insurer;
8. Liability claims arising from liability for water pollution (§2.2) where such water pollution is caused by introducing or dumping water pollutants into bodies of water or by other intentional effects on bodies of water; by the operational dripping or draining of oil or other liquids from fuel tank caps, fuelling systems or from mechanical equipment of the Vessel or its dinghies, by intentional non-compliance with water protection statutes, ordinances or regulatory actions, by acts of war; riot, civil disturbances, interventions of higher authorities or earthquakes.

PART E. GENERAL PART FOR ALL CLASSES OF INSURANCE FROM PART A TO PART C

The regulations contained in this General Part E apply to all previous sections under Parts A to C.

§1 Commencement of the Insurance Cover

The insurance cover commences at the time specified in the schedule. The objection that there is no obligation to perform before payment of the initial premium (§38 Abs. 2 of the Austrian Insurance Act (VersVG)) does not apply.

§2 Term and Termination

1. The insurance contract is concluded for a fixed term of one year. It shall extend by one further year at a time unless it is terminated in writing by no later than three months before the expiry of the current contract year.
2. In the event of a claim under this contract each part is entitled to give notice to cancel the insurance agreement. This right of cancellation must be exercised within one month of the date of notification by the insurer of settlement or rejection of the claim. Notice of cancellation by the insurer is effective one month after receipt of the date of the notification. The date on which the insured indicates that cancellation should take effect cannot be later than the last day of the current insurance period.
3. If the Vessel is sold then the Insurance Policy shall terminate at the time of the transfer of ownership. The Policyholder shall inform the Insurer of the time of the transfer of ownership enclosing a copy of the sales contract for the purposes of calculating the pro rata premium to be refunded. In case of an existing Yacht Hull Insurance under Part A and existing Yacht Third Party Liability Insurance under Part B, the purchaser shall have provisional cover under these conditions for a period of one month from the transfer of ownership provided that he does not object. For this purpose the sum specified in the cover shall be the insured sum for Liability Insurance; for Yacht Hull Insurance the insured sum shall be the purchase price specified in the sales contract subject to a maximum of the previous insured sum (Agreed Fixed Value).

If the contract is prematurely terminated in keeping with nr. 2 or nr. 3, a pro rata return of premium will be made, except if a minimum premium applies.

§3 Securities

If the Policyholder is obliged to provide a security for an insured loss or damage, or if for such loss or damage, a security is requested for the prevention of an arrest, then the Insurer shall provide a guarantee or shall pay the required amount in accordance with these Conditions.

§4 General Exclusions

The Insurer does not provide any benefit for loss or damage, claims or accidents:

1. which occur whilst the Vessel is used for purposes other than sport or pleasure (e.g. bareboat charters or skipper charters) whereby sport and pleasure purposes include use of the Vessel for business entertainment. If the insurance is also intended to cover the operation of the Vessel for purposes other than sport or pleasure then a special prior agreement is necessary;
2. made by any person who has intentionally caused damage;
3. which are caused by war; civil war (excluding the case specified in Part C, §6.3) or warlike events and the availability of instruments of war as a consequence of war; civil war or warlike events; hostile deployment of instruments of war; regardless of whether such deployment is in connection with war; civil war or warlike events;
4. caused by terrorist and political violence, irrespective of the number or people involved; by riot, civil disturbances, strike, lockout and industrial unrest; by seizure, confiscation or other interventions of higher authorities or other losses;
5. of any kind caused by nuclear energy including nuclear radiation released by nuclear reactions; by the use of chemical, biological or bio-chemical substances or electro-magnetic waves as weapons or by the use of electronic systems as means of inflicting harm.

§5 General obligations

1. The Policyholder is obliged to notify the Insurer without delay of any loss – with respect to liability, this applies to every loss event

which could give rise to a liability claim under the Third Party Liability Insurance. Instances of fire and explosion damage, theft, burglary, vandalism, robbery, piracy, misappropriation and fraud (as long as these are insured under a special agreement) must be reported without delay to the nearest police station.

2. The Policyholder is obliged to take all reasonable measures at its own initiative which are considered appropriate for avoiding and mitigating the loss. If the Insurer gives instructions in this regard, then the Policyholder must follow such instructions.
3. The Policyholder is 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. The Policyholder must produce evidence at the Insurer's request if it is reasonable to do so.
4. If a liability claim leads to proceedings then the Policyholder must leave the conduct of the case to the Insurer.
5. The Insured is not entitled to make any admission of liability or offer any settlement, either partially or wholly, without the prior consent of the Insurer.

If any of the obligations under nr.1 to nr.5 is breached, the Insurer, in keeping with legal provisions, particularly §6 and §62 of the Austrian Insurance Act (VersVG), is partially or fully relieved of the obligation to perform .

§6 Legal Status of the Parties to the Contract

1. With the exception of the provision under Part C §9, the Policyholder is exclusively entitled to exercise the rights of the co-insured persons.
2. The Policyholder's obligations set out in these conditions also apply in respect of the other insured persons. Both the Policyholder and the co-insured persons are responsible for fulfilling the obligations.

§7 Other Insurance Policies

Other insurance policies relating to the same object take precedence over this policy (subsidiarity). With the exception of the benefits specified under Part C, §4 nr: 3 to 7, this does not apply to Yacht Personal Accident Insurance under Part C.

§8 Notices and Declarations of Intent

All notices and declarations of intent by the Policyholder within the scope of these insurance contracts which are intended for the Insurer shall be effective if they are made to the company Pantaenius.

§9 Sanctions Clause

The Insurer shall not provide any insurance cover or other benefits if this would result in the Insurer being subject to sanctions, prohibitions or restrictions in accordance with valid economic or trade sanctions.

§10 General Provisions

1. Unless otherwise agreed, any payments by the insurer and the Policyholder shall be made in euros.
2. It is agreed that Austrian law shall apply. The provisions of the Austrian Insurance Act (VersVG) shall also apply to this Contract.
3. The place of jurisdiction for claims arising out of the insurance relationships is Vienna.
4. The claims for benefit arising out of any insurance contract may not be transferred without the Insurer's express consent.
5. If the Policy is underwritten by more than one insurer, then the participating insurers shall only be liable for their individual shares and there shall be no joint liability. Any agreement between the leading insurer and the Policyholder are binding on all other participating insurers. Upon request, Pantaenius will provide the Policyholder with the names and shares of the participating insurers in writing.

THE TERMS DEFINED IN THE GLOSSARY APPEAR IN THE CONDITIONS

Accessories

Movable objects that, whilst not being part of the Vessel, permanently serve the commercial purpose of the Vessel and therefore have a spatial relationship with the Vessel. Accessories are therefore acquired specifically for the Vessel and are usually permanently kept on the Vessel.

Accident

A sudden and external event.

All risks

This includes all risks to which the insured property is exposed during the term of the insurance. A risk is the potential occurrence of an unknown and unforeseeable event.

Anti-theft device, commercial

Various types of locks that are suitable and intended for protecting property against theft. This could be a bolt lock for outboard motor toggles or a padlock for the on-deck storage locker.

Bad Debt Loss Insurance

Bad Debt Loss Insurance is a component of cover for Liability Insurance. It arises if an insured person suffers loss or damage caused by a third party but the claim for compensation cannot be asserted against the third party.

Boating licence

The necessary official licence for operating the Vessel in accordance with national provisions.

Burglary

A burglary takes place if, in order to carry out the act, the perpetrator breaks into or enters an enclosed room, breaks in using a false key or any other tool designed to open the enclosed area in an improper way or conceals himself in the room. Burglary also includes the theft of property that is particularly secured against removal by means of a locked container or any other protection device.

Commercial use; sport and pleasure purposes

Commercial use exists if the insured Vessel is used in connection with a business transaction. This does not include use for business entertainment, e.g. a day trip with business partners. In contrast, use for sport and pleasure purposes is purely for recreation during leisure time.

Cruising area

The geographical area of validity for Hull Insurance and Liability Insurance. The cover provided under Personal Accident Insurance and Skippers Liability Insurance exists worldwide. This worldwide validity is limited for Legal Expenses Insurance (full cover for Europe).

Customary stays

The insured property staying out of the water is the object of Hull Insurance if this is typical for the insured property. This applies to e.g. winter storage sheds or shipyards.

Damage to rented property

Damage to property rented by the Policyholder.

THE TERMS DEFINED IN THE GLOSSARY APPEAR IN THE CONDITIONS

Dinghies/Tenders

A boat that it is exclusively used in connection with the insured Vessel. This connection exists e.g. when used as a means of transport from the Vessel to land and back or for the purposes of swimming and leisure activities. Any use of the dinghy involves it being sailed away from the insured Vessel and ending its trip back at the Vessel.

A dinghy can only be something that fits in the type and size of the insured Vessel and can be transported in a seamanlike manner on the insured Vessel (davits, rigged on deck, etc.).

Disablement

The permanent impairment of physical or mental capacity caused by an accident.

Fixed Value

The insured value is contractually agreed on the basis of a new replacement value insurance policy and is paid out in the event of the total loss of the Vessel.

Fixtures and fittings

Permanent fixtures, furniture such as cupboards, tables and beds and carpets.

Force majeure

An external, non-operational and unforeseeable event that cannot be avoided even if exercising the greatest care.

Gross negligence

Gross negligence occurs if a person substantially fails to exercise the necessary care required according to the circumstances as a whole, fails to make the most simple considerations and /or fails to take into account anything that should have been obvious to any reasonable person in the specific circumstances.

Insured person

Other than for the insurance of property, insured persons are all those persons who fall under the scope of cover of the insurance conditions, even though they are not Policyholders. Under Liability Insurance and Personal Accident Insurance, for example, insured persons are any persons other than the skipper/captain e.g. guests and crew.

Legal expenses

A legal expenses case occurs if there is an actual or alleged breach of legal obligations or legal provisions. Purely precautionary advice is not included.

Lump-sum system

According to the Lump-sum system, benefits are calculated per person in an insured event under Personal Accident Insurance. This means that the fixed insured sum is divided between the number of persons on board. Benefits per insured person are limited to a maximum amount of indemnity.

Machinery

The main propulsion system including gears, shaft and propeller; auxiliary machines and ancillary components, water treatment systems, cooling systems, power generators and transformers, pumps, davits and cranes as well as electrically and / or hydraulically operated winches and servo motors. This does not include pipes and armatures and storage or service tanks with associated equipment.

THE TERMS DEFINED IN THE GLOSSARY APPEAR IN THE CONDITIONS

Obligations

The insured person's duties relating to conduct under the conditions or provided by statute. This includes e.g. reporting loss or damage without delay.

Partial loss

Repairable damage to the insured property. The necessary restoration costs are less than the amount of the Fixed Value.

Personal effects

Private objects for daily use that could belong to a person, usually carried on a person and not forming part of the equipment, accessories or fixtures and fittings in the ship, e.g. mobile telephones, sunglasses, streetwear, laptop (unless used exclusively for navigation). Personal effects do not remain permanently on board when leaving the ship.

Regattas; motor boat races

Regattas are sailing races held on a set route or at set points. Motor boat races are competitive events held for motorised boat sports

Salvage

Any activity undertaken in order to provide assistance to a ship in danger in navigable or other waters.

Skippers Liability Insurance

Skippers Liability Insurance is a component of cover for Liability Insurance. Cover exists for liability in connection with a Vessel chartered or hired by the Policyholder. Damage to the Vessel itself is only insured if it is caused by gross negligence and an excess of EUR 2,500 applies. Other insurance policies take precedence over Skippers Liability Insurance.

Stationary Vessel

The insured Vessel is stationary if it is at anchor or moored to land.

Subsidiarity

Benefits can only be provided under these insurance policies if they are not already available to the Policyholder under any other insurance policy. With Personal Accident Insurance, this only applies to the following types of benefit: sea rescue, recovery and search costs, patient transport costs, return delivery costs for the Vessel, cosmetic operations.

Technical equipment

Necessary and usual equipment for the safe operation of the ship.

Total loss

The insured property is irreparably damaged or totally destroyed i.e. physically destroyed or lost. Total loss occurs if, for example, the insured Vessel is destroyed in a fire or permanently lost as a result of theft.

Trailers and cradles

Trailers are devices that are suitable and intended for transporting the insured Vessel. Cradles are supports that must be suitable and intended for storing the Vessel on land.

THE TERMS DEFINED IN THE GLOSSARY APPEAR IN THE CONDITIONS

Transportation

Transportation of the insured property includes any movement by land, sea freight or air freight. Transportation of the Vessel commences when the lifting device is attached (e.g. lifting straps or boat dolly). Transportation does not include the use of cranes and slipways and any movement of the Vessel if the Vessel does not leave the confines of the harbour or the shipyard.

Vessel

The Vessel specified in the policy

Vessel, hired or chartered

Cover for Liability Insurance, Personal Accident Insurance and Legal Expenses Insurance also exists - although limited in some cases - in the event that the Policyholder charters or hires a Vessel other than that specified in the policy.

Water sport equipment

Necessary equipment for carrying out sports both in and on the water. This includes e.g. water skis, surfboards, wakeboards, SUP boards, kayaks or jet skis.

Wreck removal; disposal

Technical measures for moving the remains of the damaged Vessel for the purposes of subsequent disposal.