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# PANTAENIUS CHARTER INSURANCE (PCI)

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**PANTAENIUS GMBH**

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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 charter insurances. 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. Please therefore ensure that you read through all the policy conditions carefully. Each benefit listed below (A to E) is only valid if you take out the corresponding insurance. If you have restricted your choice to certain classes, the information relevant to you will of course only result from the information on these classes as well as the General Conditions for all named types of insurance.

## A. Skippers Liability Insurance

What is this type of insurance?

A skipper liability insurance is offered. This insurance covers you in the event that a third party claims against you for damages based on statutory liability provisions as a result of the use of the chartered boat.



### What is insured?

- ✓ Legal liability based on statutory liability provisions resulting from the use of the chartered boat, its tenders as well as water skis and parasailors belonging to the boat.
- ✓ Claims by an insured person against any other insured person(s) for personal injury (skipper and crew) or for property damage provided that this is more than EUR 100 per loss event.
- ✓ Liability claims by the charter operator or owner for loss of proven charter revenue relating to 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 sum insured for personal injury and/or property damage is limited to EUR 5,000,000, EUR 10,000,000 or EUR 15,000,000, depending on the choice. For financial loss, the sum insured amounts to EUR 5,000,000.



### Where am I covered?

- ✓ Insurance cover applies worldwide.



### What is not insured?

- ✗ Losses to borrowed/rented goods or property.
- ✗ Loss occurring during participation in motorboat racing.
- ✗ Insurance claims by any person who has intentionally and unlawfully caused loss to a third party.



### Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Claims based on foreign liability provisions which would lead to compensation of a punitive nature (particularly punitive or exemplary damages).
- ! Liability claims arising from water pollution insofar as such water pollution is caused by the emission or discharge of harmful substances into bodies of water or any other deliberate actions affecting bodies of water.
- ! Liabilities assumed under contract.

## B. Trip Cancellation Insurance and Insolvency Indemnity Insurance

What is this type of insurance?

A Trip Cancellation Insurance and optional Insolvency Indemnity Insurance are offered. In the event of the absence of the skipper or in the event of the absence of one or several crew members the Trip Cancellation Insurance covers the contractually owed cancellation costs for the charter and also for the outward and return journeys. Insolvency Indemnity Insurance covers the insolvency of the agency or charter operator.



### What is insured?

- ✓ Cancellation and abandonment of the charter voyage
- ✓ If separately agreed, any charter fee
- ✓ which has been paid is also covered in the event that the chartered boat or a similar boat is unavailable solely due to the agency's or the charterer's inability to pay.

### What is the insured sum?

- ✓ The maximum total compensation is EUR 40,000, depending on the sum insured selected.



### Where am I covered?

- ✓ Insurance cover applies worldwide.



### What is not insured?

- ✗ Losses caused by war, civil war or warlike activities.
- ✗ (Prorated) running costs during the charter trip such as gas, diesel, boat's kitty etc.
- ✗ Loss occurring during participation in motorboat racing.



### Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Losses intentionally provoked by the insured. If the insured gross negligently causes an insured event, the Insurer shall be entitled to reduce its benefit in proportion to the severity of the Policyholder's negligence.

## C. Deposit Insurance

### What is this type of insurance?

A deposit insurance is offered. With this insurance you are covered in case the charterer withholds your deposit following an event of loss.



#### What is insured?

- ✓ The partial or full retention of the deposit agreed in the charter contract for any loss to the chartered boat occurring during the charter up to the agreed sum insured.

#### What is the insured sum?

- ✓ The insured amount of the deposit insurance is a maximum of EUR 20,000, depending on the amount selected.



#### What is not insured?

- ✗ Losses intentionally provoked by the insured. If the insured gross negligently causes an insured event, the Insurer shall be entitled to reduce its benefit in proportion to the severity of the Policyholder's negligence.
- ✗ Losses caused by war, civil war or warlike activities.
- ✗ Loss occurring during participation in motorboat racing.



#### Where am I covered?

- ✓ Insurance cover applies worldwide.



#### Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Losses which occur during a charter journey which involve the Policyholder or the crew using the boat for commercial purposes or for the purpose of obtaining remuneration in any other way.

## D. Travel Health Insurance

### What is this type of insurance?

A Travel Health Insurance is offered. With this insurance costs of medically necessary treatment of an insured person, due to serious accident consequences or a serious illness, which occurs abroad, are covered.



#### What is insured?

- ✓ Illness.
- ✓ Accidents.

#### What will be reimbursed?

- ✓ Treatment, medication, repatriation costs.
- ✓ Funeral expenses, transportation costs.



#### What is not insured?

- ✗ Mental and emotional disorders and illnesses, psychosomatic treatment (e.g. hypnosis, autogenic training) and psychotherapy.
- ✗ Spa and sanatorium treatment and rehabilitation measures.
- ✗ Loss occurring during participation in motorboat racing.



#### Where am I covered?

- ✓ Insurance cover applies worldwide.



#### Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Illnesses and accidents including the consequences of such which are caused intentionally or which are attributable to addiction.

## E. Personal Accident Insurance

### What is this type of insurance?

A Personal Accident Insurance is offered. With this insurance certain amounts of money are covered, given the insured person dies or becomes disabled as a result of an accident suffered during the journey.



#### What is insured?

- ✓ Disablement.
- ✓ Death.
- ✓ Rescue costs.

#### What is the insured sum?

- ✓ The insured sums are available in accordance with the lump-sum system, being for:
  - Disablement benefit EUR 150,000
  - Death benefit EUR 75,000
  - Rescue costs EUR 50,000



#### What is not insured?

- ✗ Accidents suffered by the insured person during the deliberate commission or attempted commission of a criminal act.
- ✗ Medical conditions as a result of psychical reactions, irrespective of the cause.
- ✗ Loss occurring during participation in motorboat racing.



### Where am I covered?

- ✓ Insurance cover applies worldwide.



### Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Accidents suffered by the insured person when participating as a driver, passenger or occupant of a motor vehicle in driving events, including the associated trials when the object of such events is the attainment of maximum speeds.
- ! Poisoning as a result of taking solid or liquid substances through the gullet.



### What are my obligations?

- You must answer application questions asked in the online closing process 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. For example, this would be the case if there were any changes to the crew unless you have only taken out a deposit or skipper's liability insurance.
- 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 claim within two days after the occurrence.
- 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.



### When and how do I pay?

Premiums are due two immediately after conclusion of the contract.



### When does the cover start and end?

Cover for Trip Cancellation and Insolvency Indemnity Insurance commences on the date shown in the policy schedule, for Travel Health Insurance it commences the earliest upon crossing the border into a foreign country and for all other cases at the start of the journey.

In the case of the trip cancellation insurance and the accident insurance, the insurance cover ends with the end of the journey, in the case of the foreign travel health insurance with the end of the stay abroad, however, at the latest after the expiry of the agreed insurance period. For other classes insurance cover shall terminate upon the end of the planned charter trip.



### How do I cancel the contract?

The insurance contract ends automatically, without a cancellation being required. For further details, please refer to § 2 para.2 of the general provisions for all named types of insurance.

## PART A: GENERAL CUSTOMER INFORMATION

### 1. Information about the insurer

The risk carrier is identified at the start of the respective conditions of insurance. Depending on the scope of the insurance cover, the risk carrier is:

**a) R + V Allgemeine Versicherung AG**  
Raiffeisenplatz 1 - 65189 Wiesbaden

registered with the Wiesbaden district court, Commercial Register B 2188. Chair of the Board of managers: Managing Director Dr. Norbert Rollinger; board of managers: Dr. Edgar Martin (Chair), Jens Hasselbächer, Tillmann Lukosch, Julia Merkel, Marc René Michallet. R + V Allgemeine Versicherung AG underwrites Insolvency Indemnity Insurance.

**b) KRAVAG-LOGISTIC Versicherungs-AG**  
Heidenkampsweg 102 - 20097 Hamburg

registered with the Hamburg district court, Commercial Register B 76536. Chair of the Board of managers: Managing Director Dr. Norbert Rollinger; board of managers: Dr. Edgar Martin (Chair), Michael Busch, Jan Dirk Dallmer, Jens Hasselbächer. KRAVAG-LOGISTIC Versicherungs-AG underwrites Skippers Liability Insurance, Trip Cancellation Insurance (with the exception of Insolvency Indemnity Insurance), Deposit Insurance, Travel Abroad Health Insurance and Personal Accident Insurance.

### 2. Key features of the insurance policies

For the key features of the insurance policy or policies for which you have applied (e.g. the type, scope and commencement of the insurance cover and when our benefit becomes payable) please refer to the product information sheet, the application, the insurance policy, the enclosed conditions and this general information.

### 3. Total price of the insurance policy / policies

The amount of the premium including the currently applicable insurance tax can be found on the offer page or your application.

### 4. Payment / performance, formation of the contract

Please note that your application for the conclusion of the trip cancellation insurance must be received by Pantaenius within 21 days after the conclusion of the charter contract or by no later than 30 days before the start of the journey in order for insurance cover to be arranged.

For all other insurances, the insurance cover can be established at the latest by the time the boat is taken over. The premium is paid online using various payment options. The insurance contract is only concluded when we have accepted your application, usually by sending you the insurance policy. You make your binding application at the end of the application section by clicking on „Conclude now subject to premium“.

## 5. Revocation policy

### Section 1

#### Right of revocation, consequences of revocation and special instructions

##### Right of revocation

You may revoke your contractual declaration in text form (e.g. letter, fax, e-mail) within a period of 14 days without stating reasons.

The revocation period begins after you have received:

- the policy schedule,
- the contractual provisions, including the General Terms and Conditions of Insurance applicable to the contractual relationship, these in turn including the tariff provisions,
- these instructions,
- Insurance product information document
- and the further information listed in section 2, each in text form.

A Timely dispatch of the revocation is sufficient to comply with the revocation period. The revocation must be sent to:

Pantaenius GmbH,  
P.O. Box 11 07 29,  
20407 Hamburg,  
Tel +49 40 37 09 10,  
Fax +49 40 37 09 11 09,  
email: info@pantaenius.com

##### Consequences of revocation

In the event of an effective revocation, the insurance cover ends and the insurer must refund to you the part of the premiums attributable to the period after receipt of the revocation if you have agreed that the insurance cover begins before the end of the revocation period. In this case, the insurer may retain the part of the premium attributable to the period until receipt of the revocation. Please refer to the policy schedule for the amount of the premium. The insurer must reimburse any amounts to be repaid without delay, at the latest 30 days after receipt of the revocation. If the insurance cover does not commence before the end of the revocation period, the effective revocation shall result in the return of benefits received and the surrender of benefits derived (e.g. interest).

##### Special notes

Your right of revocation expires if the contract has been completely fulfilled by both you and the insurer at your express request before you have exercised your right of revocation.

## Section 2

### List of further information required for the start of the period

With regard to the further information mentioned in section 1, sentence 2, the information obligations are listed in detail below:

#### Information requirements for all classes of insurance

The insurer must provide you with the following information:

- a) the identity of the insurer and of the branch, if any, through which the contract is to be concluded; the commercial register with which the legal entity is registered and the corresponding register number must also be provided;
- b) the identity of a representative of the insurer in the member state of the European Union in which you are domiciled, if there is such a representative, or the identity of a person acting in a commercial capacity other than the insurer, if you are dealing with that person, and the capacity in which that person is acting in relation to you;
- c) the insurer's address as required for a summons and any other address relevant to the business relationship between the insurer and you, including, in the case of a legal person, association of persons or group of persons, the name of an authorized representative; where the communication is made by transmitting the policy conditions, including the General Conditions of Insurance, the information must be in a prominent and clearly designed form;
- d) any other address relevant to the business relationship between a representative of the insurer or any other professional person as defined in point "b" and you, including, in the case of legal persons, associations of persons or groups of persons, the name of an authorized representative; where the communication is made by means of the transmission of the policy conditions, including the general conditions of insurance, the information shall be in a prominent and clear form;
- e) the main business activity of the insurer;
- f) the essential features of the insurance benefit, in particular information on the type, scope and due date of the insurer's benefit;
- g) the total price of the insurance, including all taxes and other price components, whereby the premiums are to be shown individually if the insurance relationship is to comprise several independent insurance contracts, or, if an exact price cannot be stated, information on the basis of its calculation enabling you to verify the price;
- h) any additional costs incurred, stating the total amount to be paid, as well as possible further taxes, fees or costs not paid through or charged by the insurer;
- i) details regarding payment and fulfilment, in particular on the method of payment of premiums;
- j) the time limit of the period of validity of the information provided, for example the period of validity of time-limited offers, in particular with regard to the price;
- k) information on how the contract is concluded, in particular on the commencement of the insurance and the insurance cover and the duration of the period during which the applicant is to be bound by the application;
- l) the existence or non-existence of a right of revocation as well as the conditions, details of the exercise, in particular the name and address of the person to whom the revocation is to be made, and the legal consequences of the revocation, including information on the amount you may have to pay in the event of revocation; where the communication is made by means of the transmission of the contractual provisions, including the general terms and conditions of insurance, the information must be in a prominent and clearly designed form;
- m) information on the duration of the contract and on the minimum duration of the contract;
- n) information on the termination of the contract, where the communication is made by means of the contract terms, including the general conditions of insurance, the information shall be in a prominent and clear form;

- o) the Member States of the European Union whose law the insurer uses as a basis for establishing relations with you prior to the conclusion of the insurance contract;
- p) the law applicable to the contract, a contractual clause on the law applicable to the contract or on the competent court;
- q) the languages in which the terms of the contract and the prior information referred to in this section will be communicated and the languages in which the insurer undertakes, with your consent, to communicate during the term of this contract;
- r) possible access for you to an out-of-court complaint and redress procedure and, where applicable, the conditions for such access, expressly stating that this is without prejudice to the possibility for you to take legal action;
- s) the name and address of the competent supervisory authority and the possibility of lodging a complaint with this supervisory authority.

-End of the revocation policy-

## 6. Term of the contract

The term of the contract is set out in the policy.

## 7. Right of termination

This contract shall end without requiring any notice of termination. Please refer to §2 No. 2 of the General Conditions for all named types of insurance.

## 8. Applicable law

The law of the Federal Republic of Germany shall apply to the insurance contracts. This also applies to our contacting you prior to the conclusion of the contract.

## 9. Jurisdiction

The place of jurisdiction for claims made by you arising under the insurance relationships shall be the place where the relevant Insurer has its registered office. The court in whose district you have your permanent place of residence also has local jurisdiction.

## 10. Language of the contract

The language of the contract is either German or English. Any communication shall be exclusively in either the German language or the English language.

## 11. Arbitration tribunal

KRAVAG-LOGISTIC Versicherungs-AG and R + V Allgemeine Versicherung AG are members of the Insurance Industry Ombudsman Scheme (Verein Versicherungsombudsmann e.V.). For complaints (excluding Travel Health Insurance), you may use the out of court arbitration and appeal procedure with the Insurance Industry Ombudsman Scheme (Verein Versicherungsombudsmann e.V.). The address is: Postfach 080632, 10006 Berlin. The procedure is free of charge for you. Decisions of the ombudsman up to an amount in dispute of EUR 5,000.00 are binding on the Insurer. For complaints relating to Travel Health Insurance you may use the out of court arbitration procedure with the ombudsman. The address is: PKV-Ombudsmann, Kronenstr. 13, 10117 Berlin. The procedure is free of charge for you. Decisions of the ombudsman are not binding on the Insurer. In both cases you are still at liberty to choose to take legal action.

## 12. Complaints to national supervisory authorities

You may also address complaints free of charge to the responsible supervisory authority, the Federal Financial Supervisory Authority (BaFin), Graurheindorfer Str. 108, 53117 Bonn.

## PART B: CONDITIONS FOR PANTAENIUS CHARTER INSURANCE POLICIES GENERAL PROVISIONS FOR ALL NAMED TYPES OF INSURANCE

### **§1 Bases of cover**

1. The basis for the aforementioned benefits is the charter contract concluded. When taking out the trip cancellation insurance, accident insurance and/or foreign travel health insurance, this requires the immediate submission of a crew list, which must include the dates of the trip and the names and domiciles of the skipper and crew. This crew list must be submitted to Pantaenius immediately upon conclusion of the insurance. Skippers or crew who are not on the crew list are not covered under the above mentioned classes. Additions/changes to the crew list must be online immediately upon becoming known by the customer.
2. The cover applies to the skipper and the requested number of crew members for the duration of the trip. In the trip cancellation insurance, accident insurance and/or foreign travel health insurance, pre-booked overnight stays (such as hotel, flat, holiday homes, etc.) immediately before or after the trip can be additionally insured. Only the private use of the boat by the charterer is insured. Insurance cover is excluded for skippers who undertake the voyage for purposes other than sport or leisure. This also applies in the absence of such a skipper in the event of trip cancellation.
3. Only those benefits and classes of insurance which the Policyholder applied for in the application are agreed.
4. The trip cancellation insurance must be applied for with Pantaenius within 21 days after conclusion of the charter contract or at the latest 30 days before the start of the voyage. For all other types of insurance, the insurance cover can be established until the takeover of the boat at the latest.
5. Persons who are domiciled in the European Union, Switzerland, the United Kingdom (UK), Norway or Iceland can be insured.

For fiscal/ legal reasons, policy holders may not be persons who are domiciled in Switzerland, the United Kingdom (UK) or Italy and/or have Italian citizenship. Such persons may however be co-insured as crew members or skippers.

6. Loss or damage occurring during a regatta, race or training for a regatta or race is excluded. If the insurance is also to cover such loss or damage, a special prior agreement is required. Regattas/races of motor-driven boats are not insurable.

### **§2 Commencement and end of the insurance cover**

1. Cover for Trip Cancellation and Insolvency Indemnity Insurance commences on the date shown in the policy schedule, for Travel Health Insurance it commences the earliest upon crossing the border into a foreign country and for all other cases at the start of the journey.
2. In the case of the trip cancellation insurance and the accident insurance, the insurance cover ends with the end of the journey, in the case of the foreign travel health insurance with the end of the stay abroad, however, at the latest after the expiry of the agreed insurance period. For other classes insurance cover shall terminate upon the end of the planned charter trip.

### **§3 General obligations**

1. The Policyholder is obliged to inform Pantaenius of any loss without delay and in any event by no later than two working days after becoming aware of the loss.
2. The Policyholder is obliged to provide all relevant documents. He must also release the treating doctors from their duty of confidentiality at the Insurer's request or provide the health data necessary for the Insurer to assess the duty to provide benefit under the respective insurance himself.

3. If any of the obligations set out above or in the individual sections is intentionally breached, the Policyholder shall lose his insurance cover. In the event of the grossly negligent breach of an obligation, the Insurer shall be entitled to reduce its benefit in proportion to the severity of the Policyholder's negligence. If the Policyholder can establish that he did not breach the obligation by means of gross negligence, he shall retain his insurance cover. The Policyholder shall also retain insurance cover if he can establish that the breach of the obligation did not cause either the occurrence or the establishment of the insured event or the establishment or extent of the benefit owed by the Insurer. This does not apply if the Policyholder has breached the obligation fraudulently. The knowledge and negligence of the insured persons is deemed to be the same as that of the Policyholder.

## **§4 Sanctions clause**

Notwithstanding the other provisions of the insurance contract, cover shall be granted only insofar as and as long as this is not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contractual parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard to Iran, insofar as such are not in contradiction to European or German legislative provisions.

## **§5 Miscellaneous**

1. All notifications and declarations intended for the Insurer shall be deemed to be received and all obligations and duties including payment obligations shall be deemed to be fulfilled as soon as they have been received by Pantaenius.
2. All premium payments made by the Policyholder and all benefit payments made by the Insurer shall be exclusively in euros. The Insurer's obligations are deemed to be fulfilled at the time when it pays the equivalent amount (according to conversion tables) to a foreign trade bank.
3. The contracts shall be governed by German law.
4. In addition, the provisions of the German Insurance Contract Act (WVG) shall apply.
5. Claims arising from this insurance relationship may not be assigned or pledged before the final settlement of such claims without the Insurer's agreement. Liability claims may be assigned to injured third parties.

## **CONDITIONS FOR SKIPPERS LIABILITY INSURANCE**

**Risk carrier:** **KRAVAG-Logistic Versicherungs-AG**  
Heidenkampsweg 102, 20097 Hamburg

### **§1 Scope of the insurance**

1. The following are insured:
  - a) Legal liability (for personal injury, damage to property and / or financial loss) of the skipper and crew arising from the use of the chartered boat, its tenders as well as water skis and parasailors belonging to the boat.
  - b) Claims by an insured person against any other insured person(s) for personal injury (skipper and crew) or for property damage provided that this is more than EUR 100 per loss event.
  - c) In the event of temporary seizure in a foreign harbour the provision of a security deposit up to a maximum of EUR 50,000.

- d) Liability claims by the charter operator or owner for loss of proven charter revenue relating to affected follow-on charters as a result of damage caused by the insured person up to a maximum amount of EUR 20,000. This applies to charter contracts which have already been booked and for which a deposit has already been paid at the time of the loss as long as transfer to another boat is not possible. The basis of the calculation for the actual loss of revenue shall be the necessary period of repair as agreed jointly by the repair yard and the Insurer's loss adjuster, irrespective of whether the repair yard has available capacity. Any contracts for follow-on charters or re-bookings together with associated payment vouchers must be sent to the Insurer as evidence of loss of charter revenue. A detailed loss report and the charter contract must also be provided.
  - e) Liability for direct or indirect consequences of alterations in the physical, chemical or biological properties of a body of water including ground water (water pollution), whereby pecuniary damages resulting from water pollution are deemed to be property damage.
  - f) Proven hotel and travel costs to the agreed place of delivery of the boat up to a total amount of EUR 1,000 in the event that the chartered boat is damaged by the Policyholder or the crew making the planned return journey to the charter base or other destination harbour impossible within the charter period unless the charter company is responsible for such costs in accordance with statut
2. The cover applies worldwide.

## **§2 Sum insured**

The sum insured for personal injury, property damage and / or financial loss is shown on the policy schedule. Several losses arising at the same time and from the same cause are treated as one loss event. Expenses incurred by the Insurer, including costs for the prevention or mitigation of the loss, shall not be deducted from the relevant sum insured as benefits. The total benefit for all losses during the term of the insurance is limited to twice the respective sum insured. For loss events occurring in the USA or Canada, expenses incurred by the Insurer for costs shall be deducted from the sum insured as benefits. Costs are: legal fees, loss adjuster fees, witness fees and court costs; expenses for the prevention or mitigation of loss during or after the occurrence of the insured event and loss investigation costs, including travel costs not incurred by the Insurer itself. This also applies if the costs are incurred on the instructions of the Insurer.

## **§3 Exclusions**

The following are not insured:

1. Damage to the chartered boat, its equipment, fittings and tenders unless such damage is the result of gross negligence which has been determined by an authorised agency, a court or a settlement accepted by the Insurer. In such cases the Policyholder's excess shall amount to EUR 2,500.
2. Losses to borrowed/rented goods or property.
3. Insurance claims by any person who has intentionally and unlawfully caused loss to a third party.
4. Claims based on foreign liability provisions which would lead to compensation of a punitive nature (particularly punitive or exemplary damages).
5. Liability claims arising from water pollution insofar as such water pollution is caused by the emission or discharge of harmful substances into bodies of water or any other deliberate actions affecting bodies of water, the operational dripping or draining of oil or other liquids from tank filler-caps, fuelling systems or machinery belonging to the boat and its tenders, the intentional contravention of water protection laws, regulations or official directives, as well as acts of war, riot or civil disturbances, instructions of higher authorities or earthquakes.

## **§4 Other insurance policies / subsidiarity**

This policy is subsidiary to all other insurance policies. Benefit can therefore only be granted if no indemnity can be claimed under another insurance relationship, particularly a watersport liability insurance relationship relating to the boat (subsidiarity of skippers liability cover).

## CONDITIONS FOR TRIP CANCELLATION AND INSOLVENCY INDEMNITY INSURANCE

**Risk carrier: KRAVAG-Logistic Versicherungs-AG**  
Heidenkampsweg 102, 20097 Hamburg  
for the Trip Cancellation Insurance

**R+V Allgemeine Versicherung AG**  
Raiffeisenplatz 1, 65189 Wiesbaden  
for the Insolvency Indemnity Insurance

### §1 Scope of the insurance

1. The cancellation costs contractually owed to the charter company are covered in the event of the trip not taking place for the following reasons as long as such reasons are not known at the time this contract is concluded:
  - a) death, serious injury or unexpected serious illness of the insured person, the spouse/partner with the same residence and close relatives. An illness is unexpected if it occurs for the first time after the conclusion of the charter contract. The deterioration of a pre-existing illnesses shall be deemed to be unexpected if no medical treatment has been required in the six months before the conclusion of the charter contract; this does not include follow-up examinations.
  - b) immunisation intolerance of the insured person, pregnancy of an insured person; significant damage to the insured person's property as a result of fire, deliberate criminal act of a third party or force majeure; unforeseen unemployment of the insured person.
  - c) a terror attack 30 days before departure within a radius of 100 km around the charter base or the place of handover of the boat. The precondition is that at the time of booking there was no official travel warning, e.g. from the foreign ministry for the target area, no terrorist attack had occurred in the same area within 30 days of booking the trip and the charter company, agency, tour operator or passenger carrier do not offer free cancellation and/or rebooking. A terrorist attack is defined as an unlawful act committed for political, religious, ideological or ethical purposes by a person or group of persons acting either on their own responsibility or on behalf of or in connection with an organisation or government. This includes the intention to influence a government and/or to frighten parts of the public.
  - d) Insolvency Indemnity Insurance
    - i. This insurance covers - if applied for separately - claims for repayment of paid charter fees in the event that the chartered or a similar boat is not available exclusively due to the occurrence of the insured event of insolvency of the agency or charter operator, and a repayment of fees has not been undertaken within 14 days despite written request. Insolvency of the agency or the charter operator has been deemed to have occurred if, in accordance with the legal provisions of the respective country, a court has ordered the opening of insolvency proceedings or has rejected this due to lack of funds, or the payment of the claim appears futile. This is the case when compulsory enforcement does not have any prospect of success or the requested suspension of payments is approved by the insolvency court. The date on which it is proven, with proof from an official source or other suitable proof, that the abovementioned circumstances exist is decisive for occurrence of the insured event.

This cover is preceded by all other insurance policies and charter price contingency insurance (particularly in accordance with EU Directive 2015/2302 and as transposed). Payment can only be made, therefore, if compensation cannot be claimed under another insurance policy or other contingency insurance. (Subsidiarity of cover).

- ii. Insurance cover applies only if the policy holder was not in possession of any negative information about the agency or charter operator in the twelve months preceding payment of the charter fees. Negative information is deemed to exist if the policy holder had knowledge of a cessation of payments by the agency or charter operator or an order to take preservation measures in accordance with the provisions of the German Insolvency Statute (Insolvenzordnung) in relation to the assets of the agency or charter operator. If the agency or charter operator has its registered office outside Germany, negative information is deemed to exist if, in accordance with the law in the country in which the agency or charter operator has its registered office, similar circumstances exist.
  - iii. Each loss shall be subject to an excess payable by the policy holder in the amount of 10% of the loss. This excess cannot be waived.
2. If the charter voyage is abandoned due to above-mentioned reasons, the Insurer shall also provide indemnity for the contractually owed cancellation costs for the outward and return journeys and, if also insured, overnight stays (such as hotel, flat, holiday homes, etc.) booked in advance immediately before or after the charter trip.
3. If the journey is abandoned for the reasons set out at §1 no. 1 above the additionally accruing costs for the return journey and the pro rata charter and overnight costs for the unused time are covered. If the skipper is absent and there is no other person on board who is qualified to captain the ship, the costs for returning the chartered boat to the base are covered.
4. In the event of the absence of the skipper for the reasons referred to in §1 no. 1 the contractual return costs up to a maximum of the agreed sum insured shall be refunded, In the event of the absence of a crew member the prorated charter costs shall be refunded. The share of each individual person in respect of the charter costs is determined according to the lump sum system. Each person participating in the charter voyage is insured for the same share of the charter costs. If the duration of each individual person's participation is different, this will also be taken into account. However, insurance benefits presuppose that such absence has led to a reduction of the number of persons participating in the journey as compared to the number of persons registered on the crew list at the time of the event giving rise to the cancellation of the journey. Irrespective of any such reduction, the contractually owed cancellation costs for the outward and return and overnight stays if booked in advance and also insured, shall be reimbursed. The total amount of indemnity is specified in the policy.

## **§2 Exclusions**

The following are not insured:

1. Losses caused by war, civil war or warlike activities, political or terrorist violence except as provided for under § 1.1 c, civil disturbances, strike, lockout, seizure, interventions by higher authorities and atomic energy and radioactivity;
2. (Prorated) running costs during the charter trip such as gas, diesel, boat's kitty etc. as well as (pro rata) costs of travelling with one's own car (such as petrol, tolls).
3. Losses which are deliberately caused by the Policyholder. If the Policyholder causes the insured event grossly negligently, the Insurer shall be entitled to reduce its benefit in proportion to the severity of his negligence.

## **§3 Excess**

1. In the case of insolvency insurance, the deductible is always 10% of the default.
2. The following applies to the rest of the cover: as long as the policy does not indicate that the option „without deductible“ has been selected, the following is agreed: The insured person shall pay a deductible of EUR 100 per person from each claim. If the insured event relates to illness, the insured person shall bear the first 20% of recoverable losses subject to a minimum of EUR 100 per person.

## CONDITIONS FOR DEPOSIT INSURANCE

**Risk carrier:** **KRAVAG-Logistic Versicherungs-AG**  
Heidenkampsweg 102, 20097 Hamburg

### **§1 Scope of the insurance**

Cover exists for the partial or full retention of the deposit agreed in the charter contract for any loss or damage to the chartered boat occurring during the charter journey up to the agreed sum insured.

### **§2 Exclusions**

The following are not insured:

1. Losses which are deliberately caused by the Policyholder. If the Policyholder causes the insured event grossly negligently, the Insurer shall be entitled to reduce its benefit in proportion to the severity of his negligence;
2. Losses caused by war, civil war or warlike activities, political or terrorist violence, civil disturbances, strike, lockout, seizure, interventions by higher authorities and atomic energy and radioactivity;
3. Losses which occur during a charter journey which involve the Policyholder or the crew using the boat for commercial purposes or for the purpose of obtaining remuneration in any other way.

### **§3 Excess**

The excess is EUR 100 and applies for each event of loss to the boat. It shall not be incurred if the loss exceeds this sum.

### **§4 Obligations in the event of loss**

In the event of loss, the following must be submitted without delay:

1. the charter contract;
2. evidence of the deposit paid (credit card receipt, sales voucher)
3. detailed statement of costs from the charter company (invoice, cost estimate)
4. detailed description of the loss and claim form signed by the skipper and the crew as well as detailed photographs.

### **§5 General**

1. The objection of underinsurance is excluded.
2. Upon payment of the indemnity, the rights of the Policyholder in connection with the loss are subrogated to KRAVAG-Logistic Vers. AG, represented by Pantaenius GmbH.

## CONDITIONS FOR TRAVEL HEALTH INSURANCE

**Risk carrier:** **KRAVAG-Logistic Versicherungs-AG**  
Heidenkampsweg 102, 20097 Hamburg

### §1 Scope of the insurance

1. The Insurer provides cover for illnesses, accidents and other events named in the contract. If an unforeseen insured event occurs outside the country in which the insured person has his usual place of residence according to the application form (abroad), during the journey the Insurer shall refund any expenses incurred as a result in such places for medical treatment and shall also provide other agreed benefits.
2. The insured event is the medically necessary treatment of an insured person due to serious accident consequences or a serious illness which occurs abroad. The insured event begins with the treatment; it ends when, according to medical opinion, there is no longer any need for treatment. Pregnancy and death are also insured events if benefits for these events have been agreed.

### §2 Scope of the duty to provide benefit

1. The insured person is free to choose between the doctors and dentists licensed for treatment in the nearest foreign country to the location in which the insured event occurs.
2. Medication, dressings, remedies and medical aids must be prescribed by the medical professionals named in subsection 1. above.
3. In the event of medically necessary in-patient treatment, the insured person is free to choose between the public and private hospitals in the nearest foreign country, provided they are under constant medical administration, have adequate diagnostic and therapeutic facilities at their disposal and keep medical records.
4. The Insurer shall only provide the benefits stated below. Other benefits, e.g. for optical aids, are not provided. Expenditure is refunded for the following only:
  - a) medical services;
  - b) dental services. Dental treatment for the alleviation of pain and simple dental fillings, repairs to dental prostheses, but not for replacements, crowns or orthodontics;
  - c) Medication. Dressings are also deemed to be medication. Food and strengthening preparations (including sexual preparations), bath additives, anti-bacterial agents and cosmetic preparations are not deemed to be medication even if they are prescribed by a doctor and contain medically active ingredients;
  - d) Remedies. Radiotherapy, heat treatment, light treatment and other physical treatments are deemed to be remedies;
  - e) Medical aids. Medically prescribed aids such as splints and braces for acute care;
  - f) In-patient treatment. Accommodation, board, other necessary non-cash benefits and medical services in the event of in-patient treatment in a hospital;
  - g) Transport. Medically necessary transport to the nearest hospital suitable for treatment or to the most accessible emergency doctor by emergency medical services;
  - h) Repatriation costs. Reimbursement of costs for the repatriation of the insured person who has fallen ill if this is necessary according to medical opinion, a doctor in accordance with §2 (1) has confirmed this in writing and the insured person requires further in-patient treatment immediately following the repatriation. Repatriation must be to a hospital in the place of residence stated in the application form or to the closest accessible suitable hospital from such place. The necessary costs for a companion shall also be assumed if the companion is medically necessary and a written certificate confirming this is provided by a doctor in accordance with §2 (1) or the companion is ordered in writing by the airline. Any travel costs which are saved by the repatriation will be deducted from the payment of benefits.

- i) Funeral expenses, transportation costs. In the event of the demise of an insured person during a stay abroad, reimbursement of the necessary costs for the transportation of the deceased to his residence in accordance with the application, or for a funeral in the country of death occurred, up to EUR 12,000. These are solely the transport costs and costs directly incurred for the repatriation of the remains or for a funeral in the country of death.

## **§3 Exclusions**

1. There is no duty to provide benefit for:
  - a) medical care abroad which was the sole reason or one of the reasons for undertaking the journey or if it was clear at the start of the journey that such care would be necessary if the stay abroad was implemented as planned;
  - b) chronic illnesses (and anomalies) including their consequences which were existing and known at the start of the journey as well as for illnesses including their consequences and accident consequences, for which treatment was received within the three months immediately before the start of the journey, if the journey was undertaken against medical advice;
  - c) such illnesses including their consequences and accident consequences and in the event of death caused by acts of war or participation in civil disturbances;
  - d) illnesses and accidents including the consequences of such which are caused intentionally or which are attributable to addiction;
  - e) mental and emotional disorders and illnesses and for psychosomatic treatment (e.g. hypnosis, autogenic training) and psychotherapy;
  - f) examinations and treatment due to IVF treatment, pregnancy, childbirth, miscarriage and termination of pregnancy and the consequences of such. However, costs shall be reimbursed if unforeseeable medical assistance is necessary in the country of stay in the event of acute pregnancy complications, premature birth and miscarriage; any costs in accordance with §2 (4) (h) and (i) shall not be reimbursed;
  - g) spa and sanatorium treatment and rehabilitation measures;
  - h) self-treatment or treatment by the patient's spouse, parents or children. Substantiated material expenses shall be reimbursed according to tariff;
2. If the treatment or other measures for which benefits have been agreed exceed what is medically necessary or if the claimed reimbursement is unreasonable, then the Insurer is entitled to reduce its benefits by a reasonable amount. The conditions in the country in which treatment is received are taken into consideration for this.

## **§4 Payment of benefits**

1. The Insurer is only under a duty to provide benefit if the necessary evidence (this becomes the property of the Insurer) is provided:
  - a) the claim must be proven with original documents;
  - b) the documents must contain: name and address of the issuer, date of issue, forename, surname and date of birth of the person receiving treatment; - with medical / dental bills, the following must also be provided: description of the illness, specification of the individual medical / dental services with treatment costs and dates; - purchase of medication / remedies: with prescriptions the following must also be provided: type and quantity; for bills the following must also be provided: price, date of purchase, receipt; - with hospital bills the following must also be provided: admission and discharge dates, description of illness, specification of services;
  - c) the claim for reimbursement of repatriation costs must be supported by written confirmation in accordance with §2 (4) (h). Each benefit claimed must be proven individually.
  - d) the claim for reimbursement of funeral / transportation costs must also be proven by official death certificate and a medical certificate relating to the cause of death. Each benefit claimed must be proven individually.

2. The Insurer is only under a duty to pay benefits to the insured person if the Policyholder has named him as an authorised beneficiary of the insurance benefit in text form. If this requirement is not met, then only the Policyholder may claim the benefit.
3. Costs incurred in other currencies shall be converted into euros at the current exchange rate applicable on the day on which the Insurer receives the supporting evidence. The daily rate shall be the official euro exchange rate of the European Central Bank. In the case of non-traded currencies for which no reference rates have been set, the exchange rate applied shall be in accordance with „Exchange Rate Statistics“ („Devisenkursstatistik“), a publication of Deutsche Bundesbank in Frankfurt am Main, unless the insured person presents a bank receipt as evidence that he purchased currency necessary for the payment of invoices at a less favourable rate.

## **§5 Reimbursement of expenses arising from other insurance contracts**

1. If there is a duty to provide benefit in an insured event under any other insurance contract or under any statutory health, accident or pension insurance, then these shall take precedence. If the insured person initially makes a claim and submits the original documents to KRAVAG-LOGISTIC Versicherungs-AG, then they shall make an advance payment.
2. If the insured person has a claim against several parties with a duty to provide reimbursement for to the same insured event, the total reimbursement must not exceed the total expenditure.

## **§6 End of the insurance cover**

1. The insurance cover terminates - including for pending insured events - upon the end of the stay abroad although this shall be no later than the expiry of the agreed term of insurance.
2. The duty to provide benefit for insured events where indemnity is payable shall be extended beyond the agreed term of insurance if the return journey is not possible for medical reasons.

## **§7 Obligations**

1. At the Insurer's request, the Policyholder and the insured person must provide the Insurer with all information which is necessary for assessing the insured event or the Insurer's duty to provide benefit and the extent of such duty.
2. At the Insurer's request the insured person is under an obligation to be examined by a doctor instructed by the Insurer.
3. In order to investigate whether and to what extent an insured event exists according to the conditions of this insurance, the insured person is obliged, at the Insurer's request, to release treating doctors, hospitals, care homes and carers, other personal insurers and statutory health insurance funds, professional associations and public authorities from their duties of confidentiality and to authorise such persons and institutions to disclose information to the Insurer. Alternatively the insured person can provide the health data necessary for the Insurer to assess the duty to provide benefit under this insurance himself.
4. At the Insurer's request, the insured person shall provide evidence of the start and end of each journey abroad in the event that benefits are payable.

## **§8 Claims against third parties**

1. If the Policyholder or an insured person has a right to recover damages which are not related to insurance law from a third party, he is obliged to assign his rights to the Insurer up to the amount of the payments which are to be made for reimbursement of costs according to this insurance contract without prejudice to the statutory assignment of claims in accordance with § 86 of the German Insurance Contract Act (VVG).
2. The Policyholder or the insured person must observe applicable formal requirements and time limits in relation to his compensation claim or in relation to any right for the purpose of protecting such claim and he must cooperate with the assertion of the claim by the Insurer as required.

## CONDITIONS FOR PERSONNEL ACCIDENT INSURANCE

Risk carrier: **KRAVAG-Logistic Versicherungs-AG**  
Heidenkampsweg 102, 20097 Hamburg

### **§1 Scope of the insurance**

1. The Insurer provides insurance cover for accidents suffered by the insured person during the journey. The types of benefit insured are listed at §3:
2. The insurance policy covers accidents which occur worldwide.
3. An accident occurs if the insured person suffers involuntary damage to his health caused by a sudden external event affecting his body (accident event). It is also deemed to be an accident if, due to excessive exertion on the limbs or the spine, a joint is sprained or muscles, tendons, ligaments, or joint capsules are strained or torn.

### **§ 2 Exclusions**

Cover does not extend to the following:

1. Accidents suffered as a result of mental disorders or impaired consciousness, even if they are caused by drunkenness, and accidents suffered as a result of strokes, epileptic fits or other seizures which affect the insured person's entire body. However, insurance cover exists if these disorders or seizures are caused by an accident event covered by this contract.
2. Accidents suffered by the insured person during the deliberate commission or attempted commission of a criminal act.
3. Accidents which are caused either directly or indirectly by acts of war or civil war. However, insurance cover exists if the insured person is unexpectedly affected by acts of war or civil war whilst travelling abroad. Accidents caused by civil disturbances are not covered if the insured person has participated on the side of the party causing such disturbances.
4. Accidents suffered by the insured person:
  - a) by using aircraft without engines, powered hang gliders, microlights and spacecraft and during parachute jumps;
  - b) as pilot or other crew member of an aircraft;
  - c) during the course of an occupational activity which is carried out with the aid of an aircraft.
5. Accidents suffered by the insured person when participating as a driver, passenger or occupant of a motor vehicle in driving events, including the associated trials when the object of such events is the attainment of maximum speeds.
6. Accidents which are caused either directly or indirectly by atomic energy
7. Damage to health caused by radiation.
8. Damage to health caused by therapeutic measures or operations which the insured person administers or allows to be administered to his body. However, insurance cover exists if the operations and therapeutic measures, including radio-diagnostic and therapeutic measures and operations, are required due to an accident which is covered by this contract.
9. Infections. However, insurance cover exists if the pathogen entered the body due to an injury caused by an accident which is covered by this contract. Minor skin and mucous membrane injuries through which pathogens enter the body either immediately or at a later time are not deemed to be injuries caused by an accident for this purpose. This restriction does not apply to rabies and tetanus. Sentence 2 of number 8 above applies in the same way for infections caused by therapeutic treatments or operations.

10. Poisoning as a result of taking solid or liquid substances through the gullet.
11. Abdominal or lower abdominal hernias unless these are caused by a violent external effect which is covered by this contract.
12. Injury to intervertebral discs, bleeding from internal organs and brain haemorrhages. However, insurance cover exists if an accident event within the sense of §1 No. 3 covered by this contract is the predominant cause.
13. Medical conditions as a result of psychological reactions, irrespective of the cause.
14. Insurance cover is not provided for: crew members appointed for remuneration; persons who participate in water skiing or parasailing; divers.

## **§3 Types of benefit**

- I. Disablement benefit EUR 200,000
- II. Death benefit EUR 100,000
- III. Rescue costs EUR 50,000

The above insured sums are available to the skipper and each crew member, including children, in accordance with the lump-sum system. The lump-sum system means that each crew member is insured with a portion of the total sum insured which corresponds to the number of participating crew members. The following provisions apply for the accrual of the claim and the assessment of the benefits.

### **I. Disablement benefit**

1. If the accident results in the permanent impairment of the insured person's physical or mental capacity (disablement), then a claim accrues for single payment benefit out of the sum insured for disablement. The disablement must occur within one year of the accident and be medically diagnosed and claimed for by no later than the expiry of a period of a further three months.
2. The amount of the benefit is determined by the amount insured per person and the degree of disablement.

- a) In the event of the loss of or total functional incapacity of the following body parts and sensory organs, the following degrees of disablement shall apply exclusively unless otherwise agreed:

Arm	70 %	Leg below the knee	50 %
Arm up to above the elbow joint	65 %	Leg up to the middle of the lower leg	45 %
Arm below the elbow joint	60 %	Foot	40 %
Hand	55 %	Big toe	5 %
Thumb	20 %	Other toe	2 %
Index finger	10 %	Eye	50 %
Other finger	15 %	Hearing in one ear	30 %
Leg above the middle of the thigh	70 %	Sense of smell	10 %
Leg up to the middle of the thigh	60 %	Sense of taste	5 %

- b) For the partial loss or partial impairment of function the corresponding portion of the respective percentage applies.
- c) For other body parts and sensory organs the degree of disablement is measured according to the degree of impairment of the normal physical or mental capacity as a whole. Only medical aspects are considered in doing this.

- d) If several physical or mental functions are impaired by the accident, then the determined degrees of disablement shall be added together. However, an amount of more than 100 percent will not be accepted.
3. If a physical or mental function is affected by the accident which was already permanently impaired prior to the accident, then a reduction shall be made in respect of the amount of such previous disability. This is to be assessed in accordance with No. 2 above.
4. If death occurs as a result of the accident within one year of the accident, there shall be no claim for disablement benefit.
5. If the insured person dies due to causes unrelated to the accident within one year following the accident or later than one year following the accident irrespective of cause and if a claim for disablement benefit had accrued in accordance with No. 1 above, then benefit is to be provided according to the degree of disablement which would have been the basis for calculation according to the most recent medical evidence.

## II. Death benefit

**If the accident results in death within one year, then a claim for benefit accrues in accordance with the sum insured for the event of death. Please refer to §5 No. 6 for how to claim.**

## III. Rescue costs

**If the insured person has suffered an accident which is covered by the insurance contract, the Insurer shall reimburse up to a maximum of EUR 50,000 in respect of any necessary costs incurred for:**

1. publicly or privately organised rescue services if fees are usually charged for such services;
2. transporting the injured person to the nearest hospital or specialist clinic if this is medically necessary and medically ordered;
3. additional expenses for the injured person's return journey to his place of residence if such additional costs are attributable to medical orders or were unavoidable due to the type of injury;
4. transportation to the last place of residence in the event of death.

### **§4 Restriction of benefits**

If illnesses or infirmities have contributed to the damage to health or consequences of such damage to health caused by an accident event, then benefit shall be reduced according to the proportion of the illness or infirmity if such proportion amounts to at least 25%.

### **§5 Obligations following an accident**

1. Following an accident which is expected to result in a duty to provide benefit, a doctor must be consulted and the Insurer must be informed without delay. The insured person must follow the doctor's orders and must also minimise the consequences of the accident as much as possible.
2. The notice of accident sent by the Insurer is to be completed truthfully and returned to the Insurer promptly. Any additional relevant information requested is to be provided without delay.
3. The insured person must arrange for the reports and opinions requested by the Insurer to be provided as soon as possible.
4. The insured person must be examined by doctors appointed by the Insurer. The Insurer shall bear the necessary costs including any loss of earnings which may result.
5. Doctors who have treated or examined the insured person (even if they have done so for other reasons), other insurers, insurance carriers and authorities must be authorised to release all requested information. Alternatively the insured person can provide the health data necessary for the Insurer to assess the duty to provide benefit under this insurance himself.

6. If the accident results in death, this is to be reported within 48 hours even if the accident has already been reported. The Insurer shall be granted the right to have a post-mortem examination carried out by a doctor whom it shall appoint.

## **§6 Payment date of benefits**

1. As soon as the Insurer has received the documents which the Policyholder has to provide as evidence of the circumstances of the accident, the consequences of the accident and completion of the treatment necessary for the assessment of the disablement, the Insurer is obliged to confirm within one month - within three months for disablement claims - whether and in what amount it admits a claim. The Insurer shall bear any medical fees incurred by the Policyholder in order to substantiate his claim for benefit up to one per mille of the insured sum.
2. If the Insurer admits the claim or if the Policyholder and the Insurer have come to an agreement as to the cause and the amount, the Insurer shall provide the benefit within two weeks. Before completion of the treatment, a disablement benefit can only be claimed within one year from the occurrence of the accident if and insofar as a sum in case of death is insured.
3. If the duty to provide benefit is initially determined on the basis of the cause alone, the Insurer shall make appropriate advance payments at the Policyholder's request.
4. Both the Policyholder and the Insurer are entitled to have the degree of disablement medically reassessed annually for up to three years after the occurrence of the accident. This right must be exercised on the part of the Insurer when providing its confirmation in accordance with No. 1 above and on the part of the Policyholder within one month from receipt of such confirmation. If the final assessment results in a higher disablement benefit than the Insurer has already provided, an annual interest of 5% is to be paid on the additional amount.
5. Claims which are not recognised by the Insurer are excluded if the Policyholder allows a period of six months to elapse from the date of receipt of the Insurer's declaration without asserting the claims in court. The period begins upon receipt of the Insurer's final declaration. The legal consequences of allowing the period to elapse shall only take effect if the Insurer has referred to the necessity of asserting the claim in court in its declaration.

## **§7 Legal relationships between the parties to the contract**

1. If the insurance policy is concluded in relation to accidents suffered by another person (third party insurance) then the rights under the contract may only be exercised by the Policyholder and not the insured persons. Both the Policyholder and the insured persons are responsible for fulfilling the obligations.
2. All provisions applicable to the Policyholder apply in the same way to his successors in title and other claimants.

## SPECIAL PARTS OF THE CONTRACT DATA PROCESSING INFORMATION SHEET

Thank you for your interest in our company. We take the protection of your personal data very seriously and want you as a customer or potential customer to feel safe and comfortable with us.

Nowadays, insurance companies and insurance agents can only work with the aid of electronic data processing (EDP). This is the only way in which contractual relationships can be handled correctly, quickly and economically. EDP also offers the insured community better protection from misuse than the former manual system. Since 25th of May 2018 processing personal data which has been provided to us is regulated by the General Data Protection Regulation (GDPR). According to the GDPR the processing and use of data is only permitted if the data subject has given consent to the processing of his or her personal data for one or more specific purposes or processing is necessary for the performance of a contract to which the data subject is party or in order to take steps at the request of the data subject prior to entering into a contract (cf. article 6 GDPR). In addition, there are various formal documentation and information obligations which we have to comply with when processing your data..

### Data Processing within the Pantaenius Group

In order to be able to offer customers comprehensive insurance coverage, data is partly entered into a central system within the Pantaenius Group. General application, contract and benefit data is available to the individual subsidiaries by means of shared access. This means in particular that information such as your address and the fact that you are our customer can be requested throughout the Group. In this way, incoming post can be directed to the correct company and you can immediately be given the name of the appropriate contact during telephone enquiries or provided with the requested information. Your address can also be maintained in one place in the event that you conclude contracts with other subsidiaries. Enquiries as to your customer number, your date of birth and your bank details simplify correct entries as to money receipts, e.g. in cases of doubt, and make further enquiries unnecessary. Retrieving the entire history of losses and benefits from individual insurance areas enables a customer-oriented practise of regulation. All other types of data, particularly health information, credit rating and any benefit data that would allow conclusions as to your state of health to be drawn, or recorded legal relationships (e.g. transfer, right to insurance benefits) does not constitute »general« data and also does not constitute data relating to third parties. Such data is therefore not included in central data processing.

The following companies currently belong to the Pantaenius Group:

- Pantaenius GmbH, Hamburg, Germany
- Pantaenius Versicherungsmakler GmbH, Hamburg, Germany
- Pantaenius GmbH, Gdansk, Poland
- Pantaenius A / S, Skive, Denmark
- Pantaenius GmbH, Monaco
- Pantaenius S. A. M., Monaco
- Pantaenius UK Ltd., Plymouth, England
- Pantaenius Yachtversicherungen GmbH, Vienna, Austria
- Pantaenius AB, Marstrand, Sweden
- Pantaenius S.L., Palma de Mallorca, Spain
- Pantaenius Australia Pty Ltd., Australia
- Pantaenius Hellas Underwriting Agency

For more detailed information on the data protection of the Pantaenius Group and the information pursuant to article 13 and 14 GDPR, please follow the link below: [Pantaenius.de/privacypolicy](https://pantaenius.de/privacypolicy)

If for any reason you do not have access to the link above, please contact us: [privacy@pantaenius.com](mailto:privacy@pantaenius.com). We will then provide you with our privacy policy in a different form.

## Data Processing within the R+V Insurance Group

In the course of the administration of your insurance contract your personal data are processed by companies which are part of the R+V Insurance Group. For more detailed information on the data protection of the R+V Insurance Group please follow the link below: [www.ruv.de/datenschutz/datenschutzmerkblatt](http://www.ruv.de/datenschutz/datenschutzmerkblatt).

If for any reason you do not have access to the link above, please contact us via the following postal address: KRAVAG-LOGISTIC Versicherungs-AG, KH-FK-TR-TV, Heidenkampsweg 102, 20097.

## PRE-CONTRACTUAL DUTY OF DISCLOSURE

1. The policyholder must notify the Insurer by the time it submits its policy declaration of all facts material to any risk known to it which the Insurer has requested in text form and which are relevant to the Insurer's decision to conclude the contract with the agreed content. The policyholder is also under a duty of disclosure if the Insurer raises such questions following the policy declaration but before the policy is accepted.
2. Incomplete and incorrect information relating to the circumstances relevant to risk shall entitle the Insurer to rescind the contract.

There shall be no insurance cover in the event of rescission.

If the Insurer rescinds the contract following the occurrence of the insured event, he cannot refuse to provide cover if the policyholder can establish that the incompletely or inaccurately disclosed fact did not cause either the occurrence of the insured event or the establishment or extent of the benefit. However, there will be no insurance cover even in this case if the policyholder has breached the duty of disclosure fraudulently. The Insurer shall be entitled to retain the portion of the premium corresponding to the contractual period that has elapsed by the time the rescission takes effect.

The Insurer shall not have any right to rescind the contract if the policyholder establishes that he did not provide the incorrect or incomplete information either intentionally or grossly negligently.

The Insurer shall have no right of rescission for any grossly negligent breach of the duty of disclosure if the policyholder establishes that the Insurer would still have concluded the contract even if it had been aware of the undisclosed facts, albeit under different terms.

3. If the Insurer's right of rescission is excluded because the duty of disclosure was breached neither intentionally nor grossly negligently, the Insurer may terminate the contract by giving one month's notice in writing. The right to terminate the contract is excluded if the policyholder establishes that the Insurer would still have concluded the contract even if it had been aware of the undisclosed circumstances, albeit under different terms.
4. Where the Insurer is unable to rescind or terminate the contract due to the fact that it would still have concluded the contract under different terms even if it had been aware of the undisclosed facts, these different terms shall at the Insurer's request form an integral part of the contract with retroactive effect. If the policyholder is not responsible for the breach of duty, such different terms shall form an integral part of the contract with effect from the current insurance period.

If as a result of the policy adjustment the premium increases by more than 10% or if the Insurer excludes coverage of the risk relating to the undisclosed fact, the policyholder may terminate the contract without notice in text form within one month of receipt of the Insurer's communication.

5. The Insurer must exercise its rights at 2. to 4. above within one month in writing. In so doing, it must state the circumstances forming the basis of its declaration. The one-month period begins on the date on which the Insurer first has knowledge of the breach of the duty of disclosure establishing its asserted right.

The Insurer shall only be entitled to the rights at 2. to 4. above if it has drawn the policyholder's attention to the consequences of any breach of the duty of disclosure by means of a separate communication in text form. The Insurer may not exercise its rights at 2. to 4. above if it was aware of the undisclosed fact material to risk or of the inaccuracy of the disclosure.

6. The Insurer's right to avoid the contract due to fraudulent misrepresentation remains unaffected. In the event of avoidance, the Insurer shall be entitled to retain the portion of the premium corresponding to the contractual period that has elapsed by the time the declaration of avoidance takes effect.

## DECLARATION OF CONSENT IN ACCORDANCE WITH THE GENERAL DATA PROTECTION REGULATION AND DECLARATION OF RELEASE FROM THE DUTY OF CONFIDENTIALITY

**I agree that the Insurers, the R+V Versicherung group and the Pantaenius group companies shall keep my general application, contractual and benefit data respectively in shared data banks. Where necessary, I release the employees of the R+V Versicherung group and the Pantaenius group from their duty of confidentiality for this purpose. Without prejudice to the contract and subject to being revocable at any time, I further agree that Pantaenius GmbH may also use my general application, contractual and benefit data for the purposes of advice and services in other insurance affairs. Where necessary, I release the employees of the insurers and the Pantaenius group from their duty of confidentiality for this purpose.**

### **Declaration of release from the duty of confidentiality for the use of data subject to the protection of § 203 of the German Criminal Code (StGB) (only applies for Travel Health Insurance)**

The Pantaenius group companies and KRAVAG-LOGISTIC Versicherungs-AG need you to release them from their duty of confidentiality in order to be able to forward data protected by § 203 of the German Criminal Code, such as the fact that a contract with you exists, to others, e.g. service providers. The following declarations of release from the duty of confidentiality are essential for KRAVAG-LOGISTIC Versicherungs-AG to check your application and to establish, perform or terminate your insurance contract. If these declarations are not provided, it is usually not possible to conclude the contract. The declarations relate to handling your data protected by § 203 StGB when such data is forwarded to others outside of KRAVAG-LOGISTIC Versicherungs-AG. The declarations apply for persons legally represented by you, e.g. your children, if such persons do not understand the consequences of this consent and therefore are not able to provide their own declarations.

### **Forwarding your data protected by § 203 StGB to others outside of KRAVAG-LOGISTIC Versicherungs-AG.**

KRAVAG-LOGISTIC Versicherungs-AG hereby contractually binds the following places to observe the provisions relating to data protection and data security.

## Transfer of duties to other places (companies or persons)

KRAVAG-LOGISTIC Versicherungs-AG does not carry out some duties which may require the collection, processing or use of your personal data itself, such as telephone customer support, but instead delegates such duties to another company within the R+V Versicherung group or to somewhere else. If any of your data protected by § 203 StGB is forwarded for this purpose, we need you to release us and, where necessary, the other places, from our duty of confidentiality. We keep an up-to-date list of the places and categories of places which collect, process or use personal data for us under an agreement specifying the transferred duties.

COMPANIES	TRANSFERRED DUTIES
R+V Allgemeine Versicherung AG	IT support; insurance broking; field sales support; complaints management; document management
R+V Service Center GmbH	Telephone customer service
CATEGORIES OF PLACES	TRANSFERRED DUTIES
Service provider for IT support.	IT support (servicing, maintenance)
Waste management companies, file archiving	Disposal of documents and storage media

## List of service providers who collect, process and use data protected by § 203 StGB.

A current list can also be found online at [www.bdsgruv.de](http://www.bdsgruv.de) or requested from KRAVAG-LOGISTIC Versicherungs-AG, KH-FK-TR-TV, Heidenkampsweg 102, 20097 Hamburg. We need your declaration of release from the duty of confidentiality in order to forward your data protected by § 203 StGB to the places named on the list and for the places named on the list to be able to use such data.

**I agree that KRAVAG-LOGISTIC Versicherungs-AG and the Pantaenius group companies may transfer my data protected by § 203 StGB to the places named in the above list and release the employees of KRAVAG-LOGISTIC Versicherungs-AG and the Pantaenius group from their duty of confidentiality to this extent.**

## Forwarding data to independent brokers

It may happen in the following cases that information about your contract which is protected by § 203 StGB is made known to your insurance broker. If it is necessary for contractual advisory purposes, your broker may obtain information about whether and, if applicable, under what circumstances your contract may be accepted. The broker who arranged your contract shall be informed that your contract has been concluded and shall know the content of the contract.

**I agree that KRAVAG-LOGISTIC Versicherungs-AG and the Pantaenius group companies may forward my data protected by § 203 StGB to my independent insurance broker - where necessary - in the abovementioned cases and release the employees of KRAVAGLOGISTIC Versicherungs-AG and the Pantaenius group from their duty of confidentiality to this extent.**

## Revocation of consent

Declarations of consent can be revoked in principle. However, we would like to point out that in the event of a claim the fulfilment of our contractual obligations will generally not be possible.