
PANTAENIUS CHARTER INSURANCE CH

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PANTAENIUS GMBH

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PART A: CONSUMER INFORMATION FOR PANTAENIUS CHARTER INSURANCE (PURSUANT TO ARTICLE 3 VVG [INSURANCE CONTRACT ACT])

The following information is intended to provide you with an initial overview of charter insurance. However, this information is not exhaustive. The complete terms of the contract arise from the application, the policy schedule and the attached insurance conditions. The regulations set out in these documents are material to the insurance cover. Please therefore ensure that you read through all the policy conditions carefully.

The benefits / classes included in individual packages and the BOND INSURANCE PLUS are based on separate insurance contracts. With the exception of the BOND INSURANCE PLUS these contracts can only be taken out as part of the packages offered and not individually.

I. What insurance cover is being offered?

Insurance cover exists for your charter voyage of up to 60 days for the skipper and a maximum of 9 crew members and includes the following types of insurance depending on the content of the insurance package you have selected:

a) SKIPPERS LIABILITY INSURANCE

Insured and non-insured risks

Skippers Liability Insurance provides benefit up to the amount of the contractually agreed insured sums in the event of justified third party claims. Such benefit provides compensation in cases where persons are injured or killed, property is damaged, destroyed or becomes lost or financial losses occur as a result of the use of the chartered boat. Losses to loaned goods or property are not insured. For the exact scope of the insurance please refer to §§1 and 2 of the Skippers Liability Insurance conditions.

What benefits are excluded?

Not all foreseeable events are covered. For example, claims based on foreign liability conditions which would lead to compensation of a punitive nature (particularly punitive or exemplary damages) are excluded from cover. Please refer to §3 of the Skippers Liability Insurance conditions for more detailed information about the exclusions.

b) TRIP CANCELLATION COSTS INSURANCE

Insured and non-insured risks

In the event of the absence of the skipper or in the event of the absence of one or several crew members the contractually owed cancellation costs for the charter and also for the outward and return journeys shall be reimbursed.

In addition, any charter fee which has been paid is covered if the ship is unavailable due to the yacht agency's insolvency or the charterer's insolvency.

Proportional running costs during the charter trip such as gas, diesel, boat's kitty etc. are not covered.

For the exact scope of the insurance please refer to §1 of the Trip Cancellation Costs Insurance conditions.

What benefits are excluded?

Not all foreseeable events are covered. For example, losses which are deliberately caused by the Policyholder are excluded from the insurance cover. Please refer to §2 of the Trip Cancellation Costs Insurance conditions for more detailed information about the exclusions.

c) BOND INSURANCE / BOND INSURANCE PLUS

Insured and non-insured risks

Bond Insurance refunds the bond deposited by you if the charterer withholds such bond following an event of loss. Losses which occur during a charter journey which involve a commercial use of the boat on the part of the Policyholder or the crew or any other use the purpose of which is obtaining remuneration are not covered. For the exact scope of the insurance please refer to §1 of the Bond Insurance & Bond Insurance Plus conditions.

What benefits are excluded?

Not all foreseeable events are covered. For example, losses caused by war, civil war or warlike events are excluded from the insurance cover. Please refer to §2 of the Bond Insurance & Bond Insurance Plus conditions for more detailed information about the exclusions.

d) PERSONAL ACCIDENT INSURANCE

Insured and non-insured risks

Accident insurance covers the insured persons in the event of any accidents which occur during the charter journey. Damage to health caused by radiation is not covered.

What benefits are excluded?

Not all foreseeable events are covered. Medical conditions as a result of psychological reactions irrespective of the cause, or damage to health caused by radiation are excluded from the insurance cover. Please refer to §2 of the Personal Accident Insurance conditions for more detailed information about the exclusions.

2. Data protection

As far as concerns the examination and processing of data, the Insurer named herein undertakes to take every precaution to ensure that the relevant statutory data protection requirements are met. Please refer to the Data Protection Information Sheet should you wish to know the extent to which the data is used.

3. How much is the premium and when do you have to pay it?

Please refer to your application and the policy schedule for the amount of the premium. Payment is effected when you provide Pantaenius with a one-off direct debit mandate and Pantaenius debits the premium. Should your Bank not participate in the SEPA Direct Debit Scheme, then payment of the premium shall be effected by invoice. The insurance premium is due immediately upon the expiry of 14 days from the receipt of the policy.

4. What must be observed when concluding the contract?

In your capacity as the policy applicant, you are obliged pursuant to Article 6 of the Insurance Contract Act to answer the questions posed in the application fully and correctly. If on conclusion of the insurance you or the insured person have provided an incomplete or wrong reply to a question posed in writing, then Pantaenius is entitled to cancel the contract on behalf of and as authorised by Mannheimer Versicherung Aktiengesellschaft (Schweiz) within 4 weeks of its becoming aware of the breach of the duty of disclosure. If the contract is terminated as the result of such cancellation, then the obligation to provide benefit for claims that have already occurred, and the occurrence or extent of which has been influenced by the not fully notified or wrongly notified fact, shall also lapse. Where benefits have already been paid out, they may be claimed back by Pantaenius on behalf of and as authorised by Mannheimer Versicherung Aktiengesellschaft (Schweiz). Your duty of disclosure commences as of the date the application is signed and continues up until the date of conclusion of the contract, i.e. in principle, up until such time as the policy is issued. Furthermore, please bear in mind that an application for insurance cover can only be made within 21 days after the conclusion of the charter contract or by no later than 30 days before the start of the journey (applications may be made for the separate bond insurance „Bond Plus“ up until the start of the journey).

5. What must be observed during the term of the insurance contract?

The insurance contract may have to be adjusted in the event of a change of circumstances (increased risk) about which we have made enquiries in the application or further correspondence. You must therefore inform us of any such changes. For example, this would be the case if there were any changes to the crew.

6. What must you observe before and in the event of loss?

Before the occurrence of an event of loss you must observe all statutory and agreed regulations. In particular, you must provide any requested information truthfully, completely and comprehensibly.

In the event of loss you must observe the following obligations:

Take measures to prevent or mitigate the loss as far as possible and please notify us of such loss within 2 days. It is sufficient to initially notify us by telephone. Please observe any specific instructions in the event of loss. If you do not observe these obligations you may either partially or totally lose your entitlement to the insured benefit.

Please record the damage comprehensibly (i.e. with photographs). Also keep all damaged property and documentary evidence.

You must allow any reasonable investigation into the cause and amount of the loss and into the extent of the duty to provide indemnity and must also provide any information relevant to this – in written or electronic form where this is requested – and produce any requested documentary evidence.

You are obliged to provide information relating to possible claims against third parties who have caused loss and to release the treating doctors from their duty of confidentiality or to provide the health data necessary for the Insurer to assess the duty to provide benefit under the respective insurance yourself.

7. What are the consequences if you fail to observe points 4 to 6?

Please observe the obligations set out in clauses 4 to 6 carefully as these are of great importance for the performance of the insurance contract. Failure to observe could therefore have serious consequences for you. Depending on the nature of the breach of obligation you could either partially or totally lose your insurance cover or the Insurer could be entitled to withdraw from the insurance contract. Please refer to the insurance conditions for more details.

8. What is the term of the insurance contract and how can it be terminated?

The term of the contract is set out in the policy. Your attention is drawn to §2 of the General Conditions for all named insurance policies regarding the commencement of insurance cover.

Your insurance cover is at risk if you do not pay a premium on time.

9. Information about the Insurer

Mannheimer Versicherung Aktiengesellschaft, Mannheim, Office for Switzerland, is headquartered in Zurich (8050 Zurich, Friedackerstrasse 22). The parent company is headquartered in Mannheim (Germany).

10. 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 and the insurance policy

11. Total price of the insurance policy / policies

The amount of the premium (including the currently valid insurance premium tax) is as follows:

Charter Package	BASIC		SILVER		GOLD		PREMIUM	
	including deductible*	excluding deductible*						
Price	154.41 €	198.53 €	242.65 €	286.77 €	296.02 €	353.38 €	415.15 €	494.56 €
Skippers Liability Insurance								
Sum insured for personal injury and/or property damages	3,000,000 €	3,000,000 €	3,000,000 €	3,000,000 €	3,000,000 €	3,000,000 €	5,000,000 €	5,000,000 €
Pecuniary damages	250,000 €	250,000 €	250,000 €	250,000 €	250,000 €	250,000 €	250,000 €	250,000 €
Security deposit in the event of temporary seizure in a foreign harbour	50,000 €	50,000 €	50,000 €	50,000 €	50,000 €	50,000 €	50,000 €	50,000 €
Follow-on charters (loss of revenue)	20,000 €	20,000 €	20,000 €	20,000 €	20,000 €	20,000 €	20,000 €	20,000 €
Hotel and travel costs following loss	1,000 €	1,000 €	1,000 €	1,000 €	1,000 €	1,000 €	1,000 €	1,000 €
Trip Cancellation and Curtailment Costs Insurance								
Max. total indemnification	10,000 €	10,000 €	10,000 €	10,000 €	15,000 €	15,000 €	25,000 €	25,000 €
Charter cost protection	✓	✓	✓	✓	✓	✓	✓	✓
Personal Accident Insurance								
Max. total indemnity for disability-/death benefit	-	-	-	-	-	-	150,000/75,000 €	150,000/75,000 €
Salvage costs	-	-	-	-	-	-	50,000 €	50,000 €
Bond Insurance								
Bond up to	-	-	1,500 €	1,500 €	3,000 €	3,000 €	5,000 €	5,000 €
To be booked separately	Bond Insurance Plus							
Price	150.00 €							
Bond	3,000 €	3,000 €	3,000 €	3,000 €	3,000 €	3,000 €	3,000 €	3,000 €

All premiums specified here are inclusive of the current rate of Swiss insurance tax.

*THE MINIMUM DEDUCTIBLE IS EUR 100 PER PERSON, PER CLAIM. THE MINIMUM DEDUCTIBLE IN THE CASE OF SICKNESS IS 20% OF THE REFUNDABLE CLAIM.

Please bear in mind that the classes of insurance, except for the Bond Insurance Plus, cannot be offered individually, but only in the specified packages.

12. Payment / performance, formation of the contract

Please note that your application 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 (applications may be made for the separate bond insurance „Bond Plus“ up until the start of the journey). The contract can also only be concluded if you provide a one-off direct debit mandate. If you do not have a Swiss- or European bank account then payment of the premium shall be effected by invoice.

The insurance contract shall take effect upon receipt of the policy.

13. Term of the contract

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

14. 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.

15. Applicable law

Swiss law shall apply to the insurance contracts.

16. 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.

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

§1 Bases of cover

1. The named benefits are based on the concluded charter contract and the crew list which must include the dates of the voyage and the names and residence of the skipper and crew. The crew list must be sent to Pantaenius as soon as the insurance policy is concluded. Any additions or amendments to the crew list must be reported to Pantaenius as soon as such additions or amendments become known.
2. The cover applies for the skipper and a maximum of nine crew members for a voyage of no longer than 60 days. Only the private use of the yacht 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. Cover applies exclusively to contracts under which the entire yacht is chartered (no berth charters).
3. Only those benefits and classes of insurance which the Policyholder applied for in the application are agreed.
4. An application for insurance cover can only be made within 21 days after the conclusion of the charter contract or by no later than 30 days before the start of the journey. Insurance cover may be applied for under the separate bond insurance „Bond Plus“ up until the start of the journey.
5. Policyholders can only be persons with Swiss nationality and/ or permanent residence in Switzerland.

Persons who are permanent residents of the European Union, Switzerland, Lichtenstein, Norway or Island, can be co-insured as crew members or skippers.

§2 Commencement and end of the insurance cover

1. Cover for Trip Cancellation Costs Insurance commences on the date shown in the policy schedule, for all other cases at the start of the charter journey.
2. Cover shall terminate upon the end of the booked charter voyage.

§3 Premium due date and consequences of default

The premium is payable within 14 days from receipt of the policy without delay. In the event of non-payment, the policyholder shall be given written notice at its expense and with an indication of the consequences of default, to effect payment within 14 days of the date of dispatch of the notice to pay.

Should this notice to pay fail to elicit a response, then the obligation to provide benefit shall be suspended as of the date of expiry of the notice period up until the payment in full of the premiums and costs. If the premium remains outstanding after two months following the date of expiry of the notice period, the insurance contracts shall be deemed to be withdrawn by the Insurer.

§4 Statute of limitations and forfeiture

Claims arising under this contract are time-barred within 2 years of the occurrence of the circumstance which gives rise to the obligation to provide benefit. Where claims for indemnity are refused and no legal action is taken to enforce them within 2 years of the occurrence of the claim, such claims are forfeited.

§5 General obligations and consequences of a breach

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. In the event of the breach of statutory or contractual obligations, compensation shall be reduced to the extent that the occurrence or extent of the loss was affected by such breach. There shall be no reduction if the Policyholder can prove that the breach of the obligation was not intentional or that the loss would also have occurred had the statutory or contractual obligation been fulfilled. The right to rescind the contract for statutory or contractual reasons remains unaffected. The statutory consequences in the event of the breach of the duty of disclosure during the conclusion of the contract in accordance with Art. 6 of the Swiss Insurance Contract Act (VVG) also remain reserved.

§6 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.

§7 Miscellaneous

1. Notifications of claim must be sent to Pantaenius.
2. 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.
3. Payments by the Insurer and Policyholder will be made in the currency of the sum insured and premium noted in the policy. 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.
4. The contracts shall be governed by Swiss law.
5. In addition the Swiss Insurance Act (VVG) applies.
6. 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

§1 Scope of the insurance

I. 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 100.00 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 company 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 yacht 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 yacht 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 statutory and contractual provisions.

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 charter insurance package 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 yacht, 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. Loss occurring during participation in motorboat racing or associated practice trips.
4. Insurance claims by any person who has intentionally and unlawfully caused loss to a third party.
5. Claims based on foreign liability provisions which would lead to compensation of a punitive nature (particularly punitive or exemplary damages).
6. 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 vessel 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 yacht (subsidiarity of skippers liability cover).

CONDITIONS FOR TRIP CANCELLATION COSTS 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, his spouse/partner and his dependants. An illness is unexpected if it occurs for the first time after the conclusion of the charter contract. The deterioration of 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) Any charter fee which has been paid is also covered in the event that the chartered yacht or a similar yacht is unavailable solely due to the yacht agency's insolvency or the charterer's insolvency and the fee has not been refunded despite written requests. This cover is subsidiary to all other insurance policies. Benefit can therefore only be granted if no indemnity can be claimed under another insurance relationship (subsidiarity of cover).
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.
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 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 yacht 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. However, it is a prerequisite 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 journeys 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, 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.
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

Unless the policy shows that the option „no excess“ has been selected, the following shall apply: The insured person shall bear an excess of EUR 100.00 per person for each loss event. If the insured event relates to illness, the insured person shall bear the first 20% of recoverable losses subject to a minimum of EUR 100.00 per person.

CONDITIONS FOR BOND INSURANCE & BOND INSURANCE PLUS

§1 Scope of the insurance

Cover exists for the partial or full retention of the bond agreed in the charter contract for any loss 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

1. The excess is EUR 100.00 and applies for each event of loss to the yacht. It shall not be incurred if the loss exceeds this sum.
2. For losses which occur during a regatta or training for a regatta, the excess shall be 50% of the retained bond, up to a maximum of 50% of the agreed sum insured.

§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 bond 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 Mannheimer Versicherung Aktiengesellschaft (Schweiz), represented by Pantaenius GmbH.

CONDITIONS FOR PERSONAL ACCIDENT INSURANCE

§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	150,000
II. Death benefit	EUR	75,000
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 degree of disablement is determined on the basis of the insured person's medical condition that is expected to be permanent. The assessment shall be made by a doctor in writing. The degree of disablement must be determined by no later than three years after the accident. The insured person must submit claims to us by no later than five years after the accident.

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

§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 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.

INFORMATION SHEET ON DATA PROTECTION IN ACCORDANCE WITH THE SWISS DATA PROTECTION ACT

1. Controller of the data collection

The controller of the data collection are Pantaenius GmbH, Hamburg as well as the Insurer, being the Mannheimer Versicherung Aktiengesellschaft, Mannheim, Office for Switzerland, Zürich.

2. Data processing

Data processing means any operation on personal data, irrespective of the methods and procedures adopted, particularly the collection, storage, use, revision, disclosure, archiving or destruction of data. We process your data discretely and carefully taking into consideration the Swiss Data Protection Act. Data processing is permissible if the Data Protection Act or any other legal provision allows it or if you as the customer have consented to it.

3. Purpose of the data collection

The processing of personal data is necessary for the performance of the contract. We only process your data if this is necessary for performing the contract or handling the loss and the benefits.

4. Type of data collection

Your data includes data disclosed by you to us as well as publicly available data. Types of data are, for example, customer data (such as name, address, date of birth), application data including the associated additional questionnaire (such as details provided by the applicant as to the insured risk, answers to questions, expert reports, details provided by the previous insurer regarding previous claims history), contractual data (such as the term of the contract, insured risks, benefits, data from existing contracts). Collection data (such as date and amount of the premium payments, outstanding payments, reminders), loss data (such as notification of loss), Clarification reports, receipts, data relating to third parties suffering loss).

5. Categories of recipient of the data collection

The recipient of the data collected is the Insurer listed under 1. above, represented by Pantaenius GmbH. If necessary, data is forwarded to involved third parties, particularly to previous insurers, co-insurers and reinsurers and other participating private and social insurers both at home and abroad. Such forwarding of data may also take place within the group of companies and with cooperation partners. Pantaenius GmbH may, if necessary, collect relevant information from officials and other third parties, particularly from previous insurers in relation to previous claims history and from officials responsible for administrative measures. In the event of loss, your data may be forwarded to consultants and experts (e.g. to consulting doctors or external experts) as well as to lawyers and other agents. For the assertion of recourse claims, data may be forwarded to other liable third parties and their third party liability insurance.

6. Storage of the data collection

Your data shall, in compliance with the applicable laws, be managed and archived electronically and/or as hard copies (e.g. in customer files, contract management systems, loss filing systems or loss administration systems). Your data is protected against unauthorised access and amendments. The law states that your data must, if it is business correspondence, be kept for at least 10 years after the cancellation of the contract and loss data must be kept for at least 10 years after settlement of the loss event (Art. 962 of the Swiss Code of Obligations).