

## **PANTAENIUS WAR, STRIKE AND CONFISCATION CONDITIONS (PWSCC)**

### **15.11033/EU/0113**

#### **§ 1 Scope of the Insurance Cover**

Subject to the hull clauses under which the vessel is insured and contrary to § 6 c) PYHC insurance cover shall be provided for damage and loss caused by:

1. war, civil war or warlike events and the availability of instruments of war as a consequence of war, civil war or warlike events; hostile deployment of instruments of war, regardless of whether such deployment is in connection with war, civil war or warlike events; terrorist and political violence, irrespective of the number of people involved; riot, civil disturbances, strike, lockout and industrial unrest; seizure, confiscation or other interventions of higher authorities.

2. The total loss of the insured Yacht shall be assumed if the Policyholder has lost the free use and disposal of the vessel for a continuous period of at least 12 months as a result of:

- a) seizure, forfeiture, arrest, interventions of higher authorities, confiscation or expropriation;
- b) consequences of an act of war or national defence activities through which the vessel is trapped in a harbour, canal, waterway or other access to open seas. In this case the period is only 6 months instead of the above mentioned period of 12 months.

3. This insurance Policy also applies to any additionally agreed extensions of the hull-cover.

4. No cover exists for loss or damage which occurs in areas listed in the document "Pantaenius War, Strike and Confiscation Conditions- Exclusions" attached to the Policy.

#### **§ 2 Exclusions**

There is no cover for loss or damage caused by:

1. capture, seizure, forfeiture, arrest, interventions of higher authorities, confiscation or expropriation by means of or due to:

- a) a directive by a public authority of the state in which the vessel is registered or the Policyholder has its place of business;
- b) quarantine regulations or a breach of customs or trade regulations;

2. any detonation of any weapon of war which releases atomic or nuclear radiation, causes a nuclear reaction or is nuclear-powered (nuclear weapons);

3. Non-presentation of securities, non-payment of penalties or any financial reason.

#### **§ 3 Termination of the Insurance**

1. This cover may be terminated by the Policy holder or the Insurer by giving seven days' notice. The insurance terminates at 12.00 on the seventh day following notice being given.

2. Furthermore the cover terminates automatically and simultaneously upon the outbreak of war (whether there is a declaration of war or not) between two or more of the following countries: United States of

America, United Kingdom, Germany, France, Russian Federation or the People's Republic of China.

#### **§ 4 Deductible**

There is no deductible for loss or damage under this insurance.