SECTION A: INTRODUCTION

The cover provided shall be determined by reading the Rules defined herein together with the Certificate of Insurance (the Certificate) and Table of Benefits issued to each Insured Person. Premiums will be paid in Pounds Sterling, US-Dollars or Euros. The base currency for the policy is Euro. The Insurance is effective only after the applicant has been accepted by the Insurer and becomes and remains insured in accordance with the terms, provisions and conditions set out in the Certificate/Table of Benefits and Rules. The legal representative of the Insured Person shall have the right to act for an Insured Person who is incapacitated or deceased. **Benefits are payable to the Insured Person or to the licensed providers of medical and dental care who provide the medically necessary insured treatments and services to the Insured Person.** Benefits are limited to the usual Customary and Reasonable Charges in the area where treatment is provided. Benefit payments are processed by claims administrators, appointed by the Insurer, who specialise in medical claims administration.

SECTION B: DEFINITIONS

The following definitions apply to the Plan:

Accident is any sudden and unforeseen event occurring during the policy period, resulting in bodily injury, the cause or one of the causes of which is external to the victim's own body and occurs beyond the victim's control.

Active Service. An employee will be considered in Active Service on any day if he or she is then performing in the customary manner all the regular duties of his or her employment as performed or were capable of being performed on the last regularly schedule work day.

Chronic Condition Treatment means the treatment of a chronic condition/illness which is a disease or illness which has no known cure and/or which is likely to continue or to keep recurring and which needs prolonged supervision, monitoring or treatment. Costs are only eligible under the benefits shown on the Certificate/Table of Benefits.

Claim is defined as a course of treatment to treat a diagnosed medical condition.

Complementary Therapies are treatments provided by registered and properly qualified Osteopaths, Chiropractors, Homeopaths and Acupuncturists and must be ordered by a Physician.

Complicated Pregnancy is pregnancy and childbirth where a Physician has certified that a surgical procedure, or treatment requiring a period of inpatient hospital confinement is required during the pregnancy, and where a normal delivery would endanger the life of the mother and or child (ren). All costs, wherever possible, must be approved in advance by the 24 hour Assistance Company, or in the event of an emergency situation as soon as reasonably practical.

Compulsory Plan is where all eligible persons will be included.

Country of Residence is the country declared on the Application Form/Certificate of Insurance as the Country of Residence.

Customary and Reasonable Charges means the charges that would typically be made for the treatment provided for the location in which the treatment is received. The Insurer will only pay up to the charges typically made for that treatment in that location. In the event of a dispute, the Insurer will identify the amount typically charged by obtaining three quotations for the disputed treatment and will settle costs based on an average of the three quotations.

Agency services / organisation Includes: Gathering information on possibilities for outpatient treatment or nomination of a German-speaking or English-speaking doctor; referral to doctors, specialist doctors, laboratories, hospitals. Organising the shipment of:
- medication, blood plasma,
- medical technical appliances and, where necessary, appointment of staff trained to operate such appliances.

Daycare Surgery is any surgical procedure performed on an outpatient basis but where a period of recovery in a Hospital is required.

Deductible shall mean the portion of costs for which the Insured Person is liable. The deductible will be applied as specified on the Certificate/ Table of Benefits.

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Dependant is the spouse or partner of the Insured Person, and/or unmarried children, step-children, foster children and legally adopted children, who are dependent on the Insured Person for support, provided always that such children are not more than 18 years old at the date of enrolment or renewal of the Plan (or 24 if proof is provided that the child is continuing in full-time education).

Emergency constitutes the onset of a sudden and unforeseen medical condition that requires urgent medical assistance. Only treatment commencing within 24 hours of the emergency will be covered.

Search, rescue or recovery operations includes: Organisation of searches for and rescue / recovery of injured persons (even if an accident is only suspected according to the specific circumstances), insofar as such operations are not undertaken by local authorities or other aid organisations.
Meeting costs for search, rescue or recovery operations organised by public law or private law rescue services if fees are usually charged for such services.

Emergency Dental Treatment is necessary treatment to restore or replace sound natural teeth lost or damaged which is undertaken within 90 days of the emergency and to relieve dental pain immediately.

Emergency Medical Evacuation/Repatriation applies where the necessary medical treatment for which the Insured Person is covered, is not available locally. The Insured Person will be evacuated or repatriated to the nearest medical centre that offers the appropriate medical care and facilities, which will not necessarily be located in the Insured Person's Home Country. In the event that medical evacuation/ repatriation is necessary, the 24 hour assistance helpline should be contacted immediately to approve the evacuation/repatriation. Following completion of the treatment, the reasonable cost of an economy rate air fare will be covered for the evacuated Insured Person to return to his or her principal Country of Residence or to a shore near the vessel of employment, if medically certified as fit to travel. If medical necessity prevents the Insured Person from undertaking the evacuation/repatriation following discharge from an in-patient episode of care, the insurer will cover the reasonable cost of hotel accommodation up to a maximum of seven days, comprising of a private room with en-suite facilities. The reasonable transportation and hotel accommodation costs for one other person accompanying the insured person on the medical evacuation/repatriation will be covered, if the Insurer deems this to be necessary.

Emergency Room Services are services performed in a Hospital casualty ward or emergency room immediately following a case of medical emergency.

Employee is an Insured Person who is in Active Service on a full time basis with the Employer or on Contract Employment. It does not mean a person in casual employment. Definition may include a sole proprietor or partner or director of the Employer.

Employer. The Employer of the Insured Person or, in the case of a non-employee Group accepted by the Insurer, the sponsoring organisation through which the Plan is offered, effected or administered and to whom the Master Policy is issued.

Extended Liability Period is an extended coverage period for 3 months after the policy is terminated. Only ongoing treatments, which have been diagnosed and for which investigations or treatments have been started during the active period of the policy, are covered. Any new medical investigations or treatments which develop after the termination date of the original policy will not be covered.

Geographical Area shall mean the Geographical Area selected by the Insured Person and for which the appropriate premium has been paid and is stated on the Certificate/Table of Benefits. Area One is Worldwide excluding the USA. Area Two is Worldwide.

Home Country is the country of which the Insured Person holds a passport. Where the Insured Person holds more than one passport the Home Country will be taken to mean the nationality which the Insured Person has declared on the Application Form. Dependants will be deemed to have the same Home Country as the applicant.

Hospital is any institution which is legally licensed as a medical or surgical Hospital in the country in which it is located and whose main activities are not those of a spa, hydroclinic, sanatorium, nursing home, or senior-citizens home. It must be under the constant supervision of a resident Physician.

Hospital services includes all medical treatment, excluding Organ Transplantation, provided to the Insured Person only when appropriate diagnostic procedures and/or treatments are not available as Outpatient Services and when admitted as a registered inpatient to a Hospital for a period of not less than 24 hours. Pre-authorisation (as defined) is required for all in-patient claims. Hospital services includes reasonable and customary charges, in the area where treatment is provided, for Hospital accommodation up to the cost of a single-bedded room, meal charges, all Hospital medical facilities, and all medical treatments (except from any elective benefits (private medical treatments)) and medical services ordered by a Physician. Where intensive care unit accommodation as well as radiotherapy, chemotherapy and computerised tomography is medically required the reasonable and customary charges will be met. Hospital services exclude any costs relating to pregnancy, except ectopic pregnancy.

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Income Protection is insurance designed to provide an income stream if the Insured person is unable to work for a certain period of time due to an accident or illness. Income protection insurance provides a monthly pay-out (usually 75% of the net income) up to the maximum number of weeks stated on the Insurance Certificate, within the benefit period, but not longer than 90 days after termination of employment and subject to the wage entitlement against the employer being valid. It can provide a much needed backstop if normal working activities are disrupted due to an unforeseen event.

Group Insurance. The insurance can also be concluded as a group insurance without specifying the names of the insured persons. The agreed form is specified in the contract. Insurance cover exists for persons belonging to groups specified in the contract.

Insured Person is an individual who has currently completed or whose name is included on an Application Form for the Plan and for whom commencement of cover has been confirmed, or who has been issued with a Certificate. In case of a group insurance being agreed, the insured persons are those belonging to groups specified in the contract.

Insurer. The Insurer of the Plan is Lloyd's of London (Syndicate 510, Tokio Marine Kiln Syndicates Limited), German Branch, Taunusanlage 11, 60329 Frankfurt am Main, Germany, registered at the registration office in Frankfurt am Main, Germany (No. HRA 26467).

Local Ambulance Services include the necessary medical transportation to a local Hospital for emergency or inpatient care.

MRI and CT scans means the cost of magnetic resonance imaging (MRI) and computerised tomography (CT) ordered by a treating Physician.

Master Policy is the contract of insurance which is issued to the Employer or the sponsoring organisation, as defined.

Maternity Care means pre-natal, childbirth and post-natal treatment for the Insured Person with respect to both Normal and Complicated Pregnancy up to the limits shown on the Certificate/Table of Benefits per pregnancy. The benefit also includes the essential examinations which are carried out immediately following the birth of a healthy newborn.

Normal Pregnancy is pregnancy and childbirth, including pre and post natal care, of the mother only, where no special obstetric procedure is required.

Oncology, Chemotherapy and Radiotherapy includes Hospital charges for tests and drugs that are related specifically to the treatment of malignant disease (cancer).

Organ Transplantation Surgery is the costs incurred in respect of kidney, heart, heart-lung and liver transplants. No other organ transplantation is covered. The cost of acquisition of the organ and any costs incurred by the donor are not covered.

Out of Area Cover is short-term cover available when travelling outside the Geographical Area selected by the Insured Person. Cover is only available outside the selected Geographical Area for a maximum aggregate period of 6 weeks in any one Certificate period, provided always that the trip was not specifically made for the purpose of, or with the intention of, obtaining medical treatment. This cover only applies to emergency medical conditions and acute episodes of existing covered conditions.

Outpatient Services are medical treatments provided to the Insured Person when the Insured Person is not a registered inpatient in a Hospital, or any other facility for medical care. Outpatient Services include services provided by or ordered by a Physician who is licensed as a General Practitioner, Specialist or Consultant, laboratory testing, radiographic and nuclear medicine procedures used to diagnose and treat medical conditions. Outpatient Services also includes Complementary Therapies, Physiotherapy and Prescription Drugs as separately defined.

Overall Limits are the total aggregate benefits that may be claimed in any one Certificate period by an Insured Person, and are shown on the Table of Benefits.

Palliative Care refers to in-patient, day-patient or out-patient treatment following the diagnosis that the condition is terminal and treatment can no longer be expected to cure the condition. This includes physical care, psychological care, hospice or hospital accommodation, nursing care and prescription drugs. The benefit is only available up to the limits shown on the Certificate/Table of Benefits.

Parental Accommodation is Hospital accommodation costs for one parent accompanying a Hospital-confined child aged 18 years and under.

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Physician/Therapist is a legally licensed medical practitioner/therapist recognised by the law of the country where treatment is provided and who, in rendering such treatment, is practising within the scope of his/her licensing and training.

Physiotherapy must be provided by a licensed Physiotherapist and ordered by a Physician.

Prescription Drugs include medications whose sale and use are legally restricted to the order of a Physician, and do not include items that may be purchased without a Physician's prescription.

Repatriation of mortal remains or Local Burial is the expense of preparation and air transportation of the mortal remains of the Insured Person from the place of death to the Home Country, or the preparation and Local Burial or cremation of the mortal remains of an Insured Person who dies outside his/her Home Country. Such arrangements must be made by the 24-hour Assistance Company. This benefit is not available to persons joining the Plan at 65 or over.

Routine Dental Treatment is all routine dental care such as dental inspection, preservation and relief of pain including simple fillings, X-Rays, treatment of gums, operative and gnathological procedures, and dentures. Dentures include restoration of the function of dental prostheses and the installation of new prostheses, crowns, bridges and pivot teeth. Orthodontic treatment is available for Insured Persons up to age 16 years. Cover is only available to Insured Persons who have attended for dental inspection and concluded all necessary treatment in the twelve month period immediately prior to claiming Routine Dental Treatment benefit under the Plan. The benefit is limited to the amounts shown on the Table of Benefits.

Routine Health Checks shall mean routine tests and examinations, up to a maximum limit shown on the Certificate/Table of Benefits, for early detection of illness or disease. Unless agreed otherwise, your plan will provide cover for routine health checks, tests and examinations, performed at an appropriate age interval, for the early detection of illnesses or diseases. Tests and exams include:

- Cardiovascular exam.
- Neurological exam.
- Cancer screening:
  - Annual pap smear.
  - Mammogram (for women aged 50+, or earlier where a family history exists).
  - Prostate screening (for men aged 50+, or earlier where a family history exists).
- Well child test (for children up to the age of six, up to a maximum of 15 visits per lifetime).

Travel costs for insured family members shall mean the reasonable transportation costs for insured family members accompanying the Insured Person on the medical evacuation/repatriation up to the limits stated on the Certificate/Table of Benefits.

SECTION C: ADMINISTRATION

Arbitration: Any difference in respect of medical opinion in connection with the results of an accident or illness will be settled between two medical experts appointed in text form by the two parties to the dispute. Any difference of opinion between the two medical experts shall be referred to an umpire who shall have been appointed in writing by the two medical experts at the outset.

Cancellation: If any claim shall in any respect be false or fraudulent or if fraudulent means or devices are used by the Insured Person or anyone acting on his behalf to obtain benefit hereunder then the Certificate shall be cancelled immediately and all benefit and premium forfeited.

Special Regulation for Group Insurance

The persons to be insured under the group insurance are to be identified and listed by you in such a way that there can be no doubt as to whether an injured person belongs to the group of insured persons.

You must inform Pantaenius of the number of insured persons on the renewal date in any year by such renewal date. If several groups of persons are insured, the number for each group is required.

We shall calculate the premium payable for the previous period and for the current insurance year on the basis of your information and shall submit an appropriate premium statement.

The number of insured group members under the insurance policy can be increased at any time, provided the profession or occupation and the insured sums for additional insured persons are the same as for those, already insured under the group insurance. Insurance cover exists for the additional persons to the agreed extent from the date when Pantaenius receive your notification. Failure to notify will keep additional crew from being insured under the group insurance, an exception of this rule is only made for crew replacements for the duration of three days, limited to three additional crew members. Persons in other professions or with other jobs or with

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higher insured sums are only insured once they have reached an agreement with us in relation to insured sums and the premium. We are entitled to refuse to insure individuals after carrying out a risk assessment. If we refuse, the insurance cover expires one month after we have issued our declaration.

Commencement and renewal: Insurance shall commence from the date specified on the Certificate. Premiums are payable on or before the inception date of the Plan. At renewal, premiums are payable prior to the Due Date to avoid termination of cover. Once registered and subject to continued renewal, cover will automatically cease on termination of employment/membership. Termination of the insurance of the Insured Employee/member shall also result in termination of cover for his Insured Dependants, unless otherwise agreed by the Insurer. The Plan is an annual contract which until terminated shall be renewed each year on the anniversary of the Due Date subject to the Rules and premiums in force at the time of each renewal and any variations as may be set out in writing by the Insurers. Renewal will be effected by the Insured Person/ Employer paying and the Insurer accepting the required renewal premium prior to the Due Date.

Co-ordination of benefits: The Plan will not provide compensation other than on a proportionate basis if the Insured Person has any other insurance in force or is entitled to indemnity from any other source in respect of the same bodily injury, sickness, disease, death or expense. The Insurer has full rights of subrogation.

Due Date: is the date of commencement or renewal of cover as shown on the Certificate.

Eligibility: Employed or self-employed persons of all nationalities who are less than age 69 years at the date of enrolment are eligible. Dependants are also eligible to join. Newborn children shall be eligible for insurance from birth. Cover is subject to completion of an addition of dependant form within 30 days of birth and payment of the relevant additional premium. Dependants must elect the same Plan as the applicant. The Plan is not available to USA, Canadian or Caribbean nationals who are resident in their Home Country and stay in such Home Country for more than 90 consecutive days within the respective period of insurance. The Plan is also not available to persons who are subject to exchange controls or local insurance licensing regulations.

Examinations: The Insurer shall have the right and opportunity through their medical representative to examine any Insured Person whenever and so often as may be reasonably required within the duration of any Claim. In addition the Insurer shall have the right to require an autopsy in the case of death, where this is not forbidden by law.

Return to Home Country: Cover can remain in force when an Insured Person returns to his/her Home Country unless this is prohibited by local legislation, e.g. for U.S. and Canadian citizens who have their place of residence in their home country. In such cases the domestic insurance cover is limited to the duration of up to 90 consecutive days from such return. Insured persons must therefore ensure that they are informed of local legislation in a timely manner before returning to their home country and must insure themselves as necessary in accordance with the respective national provisions.

Return to country of residence: If the insured person has his place of residence outside of his home country, the cover may also remain in force if he returns to his country of residence unless this is prohibited by local legislation in the respective country.
It is possible that there may be e.g. restrictions for foreigners who remain in the country on a long-term basis.
In such an event the insurance cover in the country of residence is limited to the duration of 90 consecutive days from such return. Insured persons must therefore ensure that they are informed of local legislation in a timely manner before returning to their country of residence and must insure themselves as necessary in accordance with the respective national provisions.
Cover in the respective home country or country of residence is only available if the corresponding premium is paid to include this geographic area.

Termination of Cover: The Plan may be terminated with effect from any Due Date by either party. The Insurer will not invoke cancellation as a result of an Insured Person's health record whilst insured under the Plan. However, renewal will be subject to premiums and Rules offered by the Insurer. If the Plan is terminated by the Employer at a date other than the Due Date a proportionate refund of premium will be made by the Insurer. The Plan will be terminated for the Employee and their Dependants, on the date their Contract of Employment with the Employer is terminated.

All premiums will be payable in advance of the Due Date. If payment is not made on or before the Due Date the agreement will be terminated with effect from the Due Date.

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SECTION D: EXCLUSIONS

The following treatment, conditions, activities, items, and their related expenses are excluded from the insurance and the Insurer shall not be liable for:

1. Any costs incurred outside the Geographical Area, except as defined in the Rules.

2. All transportation costs occurring during trips specifically made for the purpose of obtaining medical treatment if not part of an Emergency Medical Evacuation/Repatriation, except as defined under Local Ambulance Services. For further details see definition of Emergency Medical Evacuation/Repatriation.

3. All Emergency Medical Evacuation/Repatriation costs not approved in advance by the appointed Assistance Company, except as provided for in the Rules.

4. Services or treatment in any long term care facility, spa, hydroclinic, sanatorium, nursing home or senior-citizens home that is not a hospital as defined in this policy.

5. Any costs relating to home nursing.

6. Routine eye and ear examinations, including the cost of spectacles, contact lenses and hearing aids.

7. All dental treatment unless Routine Dental Treatment or Emergency Dental Treatment, as defined, is included in the Certificate/ Table of Benefits.

8. All elective dentures.

9. The costs of precious metals used in dental treatment.

10. Tests and treatment relating to infertility.

11. All abortions except where there is an immediate threat to the life of the mother.

12. All elective caesarean section deliveries.

13. All costs relating to pregnancy and childbirth, other than ectopic pregnancy, unless Maternity Care benefit is included in the Certificate/Table of Benefits.

14. Prostheses, corrective devices and medical appliances, which are not required intraoperatively.

15. Treatment of any psychological or psychiatric disorders, and treatment of anxiety, stress, depression and phobic states, other than hospital confinement, subject to 30 days maximum per Certificate period.

16. Treatment, diagnostic procedures (including sleep study) and Prescription Drugs for sleep disorders, including but not restricted to sleep apnoea, sleep related breathing problems, snoring or insomnia.

17. All elective cosmetic surgery and the consequences thereof. The Insurer will pay for reconstructive surgery which is required to restore appearance/function following an accident or illness which occurred after your Certificate/Table of Benefits became effective and which is required within twelve months of the accident/ illness occurring.

18. Costs resulting from self-inflicted injury, suicide, abuse of alcohol, drug addiction or abuse, and treatment of sexually transmitted diseases.

19. Costs resulting from racing of any form except where the insured person is part of a race crew participating in professional yachting sports. However races, for which the participating yachts have specially been designed and built for, such as, but not limited to, the America's Cup and the Volvo Ocean Race, are excluded from the cover.

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20. Treatment by a family member and any auto therapy including Prescription Drugs.

21. Treatment that is not scientifically recognised, or established practice, or unproven or experimental, as considered by the relevant professional body.

22. Claims for treatment and/or disabilities, costs and expenses resulting from participation in war, riots, strikes, lockouts, civil commotion, rebellion, revolution, insurrection, terrorism, military or usurped power or any illegal act, including resultant imprisonment.

23. Claims resulting from the release of weapon(s) of mass destruction (nuclear, chemical or biological) whether such involve(s) an explosive sequence(s) or not.

24. Injury or illness while serving as a member of a police or military force or unit.

25. All costs directly or indirectly caused by or contributed to or arising from:

26. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

27. the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

28. Claims and costs for treatment in respect of medical expenses incurred after the expiry date of the Certificate/Table of Benefits, except as defined under Extended Liability Period

29. Costs for acquisition and implantation of artificial heart and mono or bi-ventricular devices.

30. All expenses of cryopreservation.

31. All expenses of introduction or re-introduction of living cells or living tissue, whether autologous or provided by a donor. However, the Insurer will pay 80% of all covered expenses associated with and necessitated by both autologous and donor provided bone marrow transplants. Expenses relating to the acquisition of transplant materials and donor's expenses are not covered.

32. All Organ Transplantation costs (unless this benefit is included in the Certificate/Table of Benefit).

33. Costs in respect of Hormone Replacement Therapy.

34. Treatment for learning difficulties, hyperactivity, attention deficit disorder, speech therapy and developmental, social or behavioural problems.

35. Contraception, sterilisation or any treatment of sexual problems (including impotence, whatever the cause).

36. All expenses relating to vitamins, minerals and other supplements, including homeopathic remedies, irrespective of whether these have been prescribed or not.

37. Any costs relating to treatment for, or as a result of, obesity, such as slimming aids, drugs, slimming classes or obesity surgery (including gastric bands/sleeves).

SECTION E: GENERAL PART

§ 1 Commencement of the Insurance Cover

The insurance cover commences at the time specified in the schedule. The objection that there is no obligation to perform before payment of the initial premium (§37.2 German Insurance Contract Law) does not apply.

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§ 2 Term and Termination

1. The insurance contract is concluded for a fixed term of one year. It shall extend by one further year at a time unless it is terminated in text form by no later than three months before the expiry of the current contract year. In any event the insurance cover shall end at the time at which the insured person is no longer employed as a crew member / skipper.

§ 3 General Exclusions

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

1. which occur whilst the Vessel is used for purposes other than sport or pleasure (e.g. bareboat charters or skipper charters) whereby sport and pleasure purposes include use of the Vessel for business entertainment. If the insurance is also intended to cover the operation of the Vessel for purposes other than sport or pleasure, then a special prior agreement is necessary;

2. made by any person who has intentionally caused damage;

3. which are caused by war, civil war or warlike events and the availability of instruments of war as a consequence of war, civil war or warlike events; hostile deployment of instruments of war, regardless of whether such deployment is in connection with war, civil war or warlike events;

4. caused by terrorist and political violence, irrespective of the number or people involved; by riot, rebellion, revolution, insurrection civil disturbances, strike, lockout and industrial unrest; by military or usurped power or any illegal act, including resultant imprisonment. by seizure, confiscation or other interventions of higher authorities or other losses;

5. of any kind caused by nuclear energy including nuclear radiation released by nuclear reactions; by the use of chemical, biological or bio-chemical substances or electro-magnetic waves as weapons or by the use of electronic systems as means of inflicting harm.

§ 4 General obligations

1. **Pre-Authorisation: All inpatient costs and any other claim likely to exceed £2.500/$4.250/€3.250 in any one Certificate period must be authorised and agreed by the 24 hour Assistance Company before being incurred. In the case of an emergency admission, the Assistance Company must be notified within 72 hours. Failure to comply will affect settlement of your claim. If pre-authorisation is not obtained, the Insured Person shall be responsible for the first £1.000 /$1.700/€1.300 of any claim. For claims that do not require pre-authorization, the insured person should contact us in advance, in case of any ambiguity about the reasonableness of the costs, or about the necessity of advised treatments.**

2. The Policyholder is obliged to notify the Insurer without delay of any claim.

3. The Policyholder is obliged to take all reasonable measures at its own initiative which are considered appropriate for avoiding and mitigating the loss. If the Insurer gives instructions in this regard, then the Policyholder must follow such instructions.

4. The Policyholder is obliged to provide the Insurer with detailed and accurate loss reports and to provide the Insurer at its request any information which the Insurer considers necessary in order to ascertain the insured event and the duty to provide benefit. The Policyholder must produce evidence at the Insurer's request if it is reasonable to do so.

5. If any contractual obligation is intentionally breached, the Policyholder shall lose his insurance cover.
   In the event of a breach of the obligation due to gross negligence, 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 ascertainment of the insured event or the ascertainment or extent of the benefit owed by the Insurer. This does not apply if the Policyholder has breached the obligation fraudulently. Any breach caused without fault or caused by simple negligence does not affect the Insurer's duty to provide benefit.

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§ 5 Legal Status of the Parties to the Contract

1. A co-insured person may claim benefits under this insurance by contacting the Insurer directly without the Policyholder's consent. In such an event, the benefit shall be paid directly to the insured person.

2. The Policyholder shall inform each co-insured person about the existing insurance cover within the scope of this contract and also about the rights of the insured person in accordance with section E § 5 .1.The Policyholder alone and not the insured person is entitled to exercise any other rights under the contract. Both the Policyholder and the co-insured person are responsible for fulfilling the obligations.

3. All provisions applicable to the Policyholder must be applied accordingly to his successors in title and other claimants.

§ 6 Other Insurance Policies

Other insurance policies relating to the same object take precedence over this policy (subsidiarity).

§ 7 Notices and Declarations of Intent

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

§ 8 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.

§ 9 General Provisions

1. Unless otherwise agreed, any payments by the insurer and the Policyholder shall be made in euros.

2. It is agreed that German law shall apply. The provisions of the German Insurance Contract Act (VVG) shall also apply to this Contract.

3. The place of jurisdiction for claims arising out of the insurance relationship is Hamburg.

4. The claims for benefit arising out of thisinsurance contract may not be transferred without the Insurer's express consent.

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