



Skipper Liability Insurance, Trip Cancellation and Curtailment Costs Insurance, Bond Insurance, Travel Abroad Health Insurance, Personal Accident Insurance.

Skipper Liability Insurance

in the **Pantaenius** Charter Package

Skipper liability insurance covers damages resulting from the use of a chartered yacht and dinghies by the skipper and crew. This includes, for example, damage to other vessels and to port and berth facilities, as well as damage caused as a result of gross negligence by the chartered boat that is not covered by the boat owner's third-party liability insurance.

It is applicable only in those instances where other liability insurance policies don't pay out. This could be the case, in particular, where the ship's liability policy contains exemptions, the scope or amount of coverage is insufficient, or premiums weren't paid. It is nearly impossible for charter customers to verify all of this. For example, foreign insurance policies often do not cover claims by one crew member against another, which can

quickly become enormously expensive, especially with personal injury cases. Private liability insurance policies normally do not cover damage resulting from the use of yachts.

If you'd like to avoid being held liable to the extent of your personal assets, a **skipper liability** insurance policy is indispensable. Other elements of the skipper liability policy: charter cancellation coverage, confiscation coverage, cost coverage for lodging and transportation, pecuniary losses.



Four great **packages** to keep you **safe**

**No age limit for
skipper or crew**

	Basic	Silver	Gold	Premium
Package Price	150 €	250 €	330 €	450 €
Skipper Liability Insurance:	✓	✓	✓	✓
- Insured sum for personal injury and/or property damage	3.000.000 €	3.000.000 €	3.000.000 €	5.000.000 €
- Financial losses	250.000 €	250.000 €	250.000 €	250.000 €
Trip Cancellation and Curtailment Costs Insurance:	✓	✓	✓	✓
- Max. total compensation	10.000 €	10.000 €	15.000 €	25.000 €
Bond Insurance:	-	✓	✓	✓
- Deposit up to	-	1.500 €	3.000 €	5.000 €
Travel Abroad Health Insurance	-	-	✓	✓
Personal Accident Insurance	-	-	-	✓

How to obtain your **insurance cover**

- First, you have to decide on the insurance package that best suits your needs to cover your booked sailing trip over a maximum of 60 days.
- Then complete the attached application form and return it to us by fax or by post. (Please complete both the front and the back page of the form).
- If you wish to insure more than the 10 people listed as crew members on the application form, you will have to take out additional insurance packages. If you do not require any insurance cover for the remaining persons, please let us know how many people will be taking part in the sailing trip.
- Please be sure to complete the list of crew members in full. Only crew members listed by name are considered as being covered by the insurance.
- To ensure you obtain your insurance cover, please note that insurance must be applied for from Pantaenius within 21 days after the charter agreement has been signed or at the latest 60 days before the start of your trip.
- Insurance can only be taken out if you grant us a one-off debit-order mandate. If you do not have a German bank account, the premium can be paid after receipt of the invoice.
- You can also download the application for your insurance cover and a form for the crew list from the internet from: www.pantaenius.de. For further information, please contact:

Hamburg:

Phone +49-40-37 09 10 · Fax +49-40-37 09 13 32 30

München:

Phone +49-89-99 84 34 20 · Fax +49-89-99 84 34 21



Application for the Pantaenius charter insurance package

Deadline for taking out the insurance: Within 21 days of signing the contract for the charter trip*

(If you have missed this deadline you can still take out the charter insurance if there are still at least 60 days before starting the trip.)

Please send the completed and signed form by fax, post or e-mail:

Pantaenius, P O Box 11 07 29, 20407 Hamburg, Fax +49 (0) 40-37 09 13 32 30, charterpaket@pantaenius.com

Once you have filled in the policy holder's information, the type of cover (package option) for the trip and the bank information, please send the signed application back to us. Thank you.

Policy holder (First name, Surname):		
Street:	Post code:	Town:
Tel.:	Fax:	E-mail:

Please note that we do not offer insurance cover for commercial providers such as charter companies.

Please tick the package you have chosen. All packages are valid for a booked sailing trip of a maximum of 60 days.

TRIP CANCELLATION AND CURTAILMENT COSTS INSURANCE: € 150,-

Skipper liability insurance, trip cancellation insurance

SILVER PACKAGE: € 250,-

Skipper liability insurance, trip cancellation insurance, deposit insurance

TRAVEL ABROAD HEALTH INSURANCE: € 330,-

Skipper liability insurance, trip cancellation insurance, deposit insurance, international health insurance

BOND INSURANCE: € 450,-

Skipper liability insurance, trip cancellation insurance, international health insurance, passenger insurance

Insured sailing trip

Charter period (beginning - end):	Charter agreement signed on:
Type of ship:	Total number of people on the trip:

Crew **Paid skipper on board** **yes** **no**

First name, Surname Date of birth Place of residence On board from/till
(country*)

First name, Surname	Date of birth	Place of residence (country*)	On board from/till
Skipper:			
Crew 1			
Crew 2			
Crew 3			
Crew 4			
Crew 5			
Crew 6			
Crew 7			
Crew 8			
Crew 9			

The crew list should include all people taking part in the trip known to you at this time. All additions, changes or deletions to the crew list must be notified as soon as they become known and the latest before commencing the trip.

Important: Before signing this application, please be sure to read the special contractual provisions on the back of this page (consent clause in accordance with the German Data Protection Act, consent to make contact, authorising the insurer to receive payments, pre-contractual obligation of disclosure). These special contractual provisions become an integral part of the application once you have signed the document. At the same time, on signing the application you agree that insurance cover shall begin prior to the expiry of the legal cancellation deadline and confirm that you have received the product information sheet, consumer information as well as the Pantaenius conditions of charter.

Date:	Signature:
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One-off debit-order mandate

Bank:	Bank sort code:	Account number:
Date:	Signature:	

Premium Payment: Please note that we will provide you with an invoice together with your insurance policy. You can either pay by credit card on www.pantaenius.de/onlinepayment or by bank transfer.
*Any person who permanently resides in the European Union, Switzerland, Liechtenstein, Norway and Iceland can be insured.

Special integral parts of the agreement

Data Protection Clause 21083/1008

I agree that the Insurer and the Pantaenius Group may, insofar as is necessary, provide information arising from the application documents or the implementation of the contract (premiums, insured events, changes to risk, policy endorsements) to reinsurers for the purposes of assessing risk and processing the insurance or reinsurance policy and also for the purposes of assessing risk and the claims made to other insurers. They may likewise provide such information to the German Insurance Association (Gesamtverband der deutschen Versicherungswirtschaft e.V., GDV) for forwarding to other insurers. This agreement applies irrespective of the contract being concluded and also applies to corresponding enquiries for any other insurance contract applications and for future applications.

I further agree that the Insurer and the companies belonging to the Pantaenius Group may keep my general application, contract and claims data in a central data bank and may forward such data to my insurer and broker, insofar as this constitutes the proper handling of my insurance affairs.

Without affecting the contract, I further give my agreement, which I can revoke at any time, that Pantaenius Versicherungsmakler GmbH may also use my general application, contract and claims history data for providing advice and customer support in relation to other insurance services.

Medical history data may only be forwarded to insurers and reinsurers involved in the contracts; such data may only be forwarded to brokers where it is required for formation of the contract.

Consent to make contact

The policy holder expressly gives his consent to allow Pantaenius to contact him through all means (e.g. letter, telephone, fax, e-mail) and inform him about existing business relationships, e.g. on the conclusion of new policies and changes to the content of existing policies, in particular their extension, expansion and supplementation. The policy holder may restrict or revoke this approval at any time.

Authorising the insurer to receive payments

The policy holder authorises Pantaenius GmbH & Co. KG, Grosse Grasbrook 10, 20457 Hamburg, to receive payments due by the insurer arising from insurance policies taken out, such as e.g. compensation for damage.

Pre-policy obligation to disclose

a) Before submitting his declaration, the policy holder shall disclose to the insurer all known dangerous circumstances which the insurer has asked for in writing and which are important for the insurer's decision to issue the policy with the agreed content. If the insurer asks questions in this regard, the policy holder is also under an obligation to disclose towards the insurer, even after his declaration, but before accepting the policy.

b) Incomplete or incorrect information on significant issues relating to the insured risks entitle the insurer to withdraw from the insurance policy.

There is no insurance cover in the event of such withdrawal.

If the insurer withdraws after the occurrence of an insured event, it may not refuse insurance cover if the policy holder can prove that the incompletely or incorrectly notified circumstance was not the cause of the insured event or for the determination or scope of the benefits. Even in this case, there is no insurance cover if the policy holder has wilfully violated the obligation to disclose. In the event of such cancellation, the insurer is entitled to that portion of the premium that corresponds to the period that expired prior to the date of effectiveness of the declaration to cancel.

The insurer does not have a right of withdrawal if the policy holder can prove that he did not give the incorrect or incomplete information intentionally or through gross negligence.

The insurer's right of withdrawal due to a gross violation of the obligation to disclose does not exist if the policy holder can prove that the insurer would have issued the policy even in the knowledge of the non-disclosed circumstances - albeit under different conditions.

c) In so far as the insurer's right of withdrawal is excluded because of a violation of an obligation to disclose, the insurer can cancel the policy by giving one month's notice in writing. The right to give notice is excluded if the policy holder can prove that the insurer would have issued the policy even in the knowledge of the non-disclosed circumstances - albeit under different conditions.

d) If the insurer cannot withdraw from the policy or give notice that it would have issued the policy even in the knowledge of the non-disclosed circumstances, albeit under different conditions, these other conditions will retrospectively become an integral part of the policy at the insurer's request. If the policy holder is not responsible for the violation of an obligation, the different conditions will become an integral part of the policy after the current period of insurance.

If the premium increases by more than 10 percent as a result of the policy adjustment, or if the insurer excludes the danger cover for the non-disclosed circumstance, the policy holder can immediately cancel the policy in writing within a month of receiving the insurer's notification.

e) The insurer must assert its rights in terms of b) to d) within the period of one month in writing. Hereby, it shall name the underlying reasons for its declaration. The period of time commences from the time that it became aware of the violation of the obligation to disclose the information.

The insurer is only entitled to the rights according to b) to d) if it has indicated the consequences of a violation of the obligation to disclose with a separate written notification. The insurer cannot invoke the rights mentioned in b) to d) if it was aware of the non-disclosed danger circumstance or the incorrectness of the disclosure.

f) The insurer's right to contest the policy due to wilful deceit remains unaffected. In the event of such contestation, the insurer is entitled to that portion of the premium that corresponds to the period that expired prior to the date of effectiveness of the declaration to cancel.



Seven **golden** rules for a **perfect** charter holiday

1. Choosing the right charter company

Wherever possible, try to choose a charter company with reliable references.

2. Taking over the chartered yacht

Be sure to insist on detailed instructions with regard to the yacht's specific features. Use the inventory list to check the equipment and document any damaged or missing items. If these items are relevant in terms of safety, insist on replacement. Make sure that the record/log is signed by the charter company.

3. Instructing the crew

Go through the yacht's equipment and specific features with the crew. Combine this with safety instructions and let all crew members try out all safety equipment. Ensure that everybody has a specific duty on board!

4. First run

Getting to know the practical aspects of the yacht's manoeuvrability is recommended immediately after the first time you set sail. Each crew member should carry out the manoeuvres under sail, as applicable, and motor conditions.

5. Draw up a distress plan

Draw up a distress plan and determine who is responsible for what action in an emergency.

6. Damage

If there are problems on passage you should inform the charter company. Do not instruct a third party to carry out repairs without the charter company's express approval. Document the damage (please refer to the last page).

7. Proper preparation

Be sure to obtain information in advance about ports, nautical particularities, the waters and the weather. Naturally, you will receive regional detailed information from your charterer's base.



**We are here for you:
+49 (0) 40 37 09 10**

A claim! **What now?**

Our top priority is to provide quick and competent support in the event of a claim. To ensure the smooth processing of your claim, please proceed as follows:

- Contact Pantaenius immediately by phone - at the latest two days after becoming aware of an incident that could give rise to a claim - on: +49 (0) 40-37 09 10 or the internet at: www.pantaenius.de
- If you are unable to commence your journey, you should make sure that you cancel your travel arrangements to and from your destination without delay in order to keep cancellation costs as low as possible.
- Please be sure to collect appropriate evidence about the incident itself and the scope of the claim.

Pantaenius – come what may!



PANTAENIUS
Y a c h t I n s u r a n c e

Germany · Great Britain · Monaco · Denmark · Austria · Spain · Sweden · USA

Grosser Grasbrook 10 · 20457 Hamburg · Tel. +49-40-37 09 10 · Fax +49-40-37 09 11 09
Hopfenstraße 8 · 80335 München · Tel. +49-89-99 84 34 20 · Fax +49-89-99 84 34 21

www.pantaenius.de