

**PANTAENIUS-YACHT-HULL-CLAUSES (PYHC)**  
71029/AT/0910

**§ 1 INSURED PROPERTY**

Insured is the vessel designated in the policy, her components and equipment, including machinery and dinghies, fixtures and fittings, accessories and personal effects.

**§ 2 SCOPE OF COVER**

1. The insurance is effective within the cruising area specified in the policy. The cover includes any customary stay out of the water, e. g. at winter storage or shipyards including hauling out and launching. Occasionally leaving the cruising area, shall be deemed to have been notified and is therefore covered. However, it must be reported as soon as practicable to the Insurer for possible charge of an additional premium.

2. Transports are covered as per § 4

**§ 3 INSURED RISKS**

1. The insurance covers loss of or damage to the insured property arising out of stranding, inrush of water, sinking, grounding as well as breakage, bending or distortion of masts, booms and spars, and tearing of standing or running rigging, accident, fire, scorching, smouldering, short-circuit, lightning, explosion, Acts of God (force majeure), burglary, robbery, piracy, theft of the vessel, malicious acts (e. g. vandalism) and collision with any fixed or floating object. If, due to imminent danger to life or critical physical health, the vessel has to be abandoned and is not recovered within three months, the loss will also be regarded as sinking.

2. The insurance also covers theft of objects properly secured on deck or fastly attached to the vessel. Theft of outboard motors is covered provided they are fastened to the vessel with a suitable antitheft device.

3. If specifically agreed in advance that the vessel may be chartered (bareboat charter or skipper charter), the risk of misappropriation and fraud is also covered.

**§ 4 TRANSPORTATION RISKS**

1. Land transports, as well as river and ferry transports of the vessel on a trailer, are covered within Europe, or within the wider cruising area specified in the policy, provided that the means of transportation is suitable and the insured property is properly loaded and secured. Loose objects are covered against theft provided that they are locked in a storage compartment or otherwise suitably secured.

Sea and air transports of insured property, excluding however the vessel herself and personal effects, are covered world-wide.

2. Insurance coverage for all other transportation risks must be specifically agreed in advance by the Insurer.

**§ 5 COSTS AND EXPENSES**

1. The Insurer will reimburse reasonable salvage costs as well as other expenses incurred by the Insured to avoid or reduce a claim (§ 10. 2.), regardless if the measures taken were successful or not. Furthermore, reasonable wreck removal and disposal costs are covered.

2. This reimbursement of expenses also applies for assistance in emergency situations where the insured vessel is in no immediate danger in accordance with § 3, for towage to the nearest place of repair as well as the delivery of fuel, oil, batteries and spare parts (except the costs of the materials or parts themselves) provided other assistance cannot be obtained. Unless otherwise

agreed, these costs are limited to a maximum of EUR 5,000.00.

3. Coverage is provided for the necessary costs of inspecting the vessel after grounding.

4. The above defined reimbursements according to § 5 are in addition to any payment under this policy for loss of or damage to the insured property. The deductible as per § 7 does not apply to those costs and expenses.

**§ 6 EXCLUSIONS**

The insurance does not cover:

a) Loss or damage sustained whilst the vessel is used other than for sport or pleasure (including business entertainment), unless such other use (e. g. bare-boat charter / skipper charter) is specifically agreed in advance by the Insurer,

b) Loss or damage arising out of intentional acts or omissions of the Insured or as the result of gross negligence of the Insured,

c) Loss or damage arising out of faulty construction, faulty manufacture, faulty materials or normal wear and tear. This exclusion applies only to the defective part(s), loss or damage to the other parts of the insured objects caused by fault or normal wear and tear are insured within the framework of these conditions.

d) Loss or damage caused by

- war, civil war or warlike occurrences as well as the presence of any kind of weapons of war brought about by war, civil war or warlike occurrences,

- hostile use of weapons of war, no matter if the use may be coherent with war, civil war or warlike occurrences,

- use of chemical, biological, bio-chemical substances or electromagnetic waves as weapons as well as use of any kind of electronic systems as a means for inflicting harm,

- terrorist and political acts of violence irrespective of the quantity of persons involved,

- riot, civil commotions, strike, lockout and labour disturbances,

- seizure, restraint or any other intervention by or under the order of the government.

e) Loss or damage, of what kind so ever, caused by nuclear energy inclusive of the radio-active radiation resulting from nuclear fission and/or fusion; this exclusion applies unrestricted, may the nuclear energy be used as a means for peaceable aims or for war or other hostile purposes.

f) consequential loss or damages (e.g. reduced racing performance, depreciation, loss of use, loss of income),

g) cash, valuables, jewellery,

h) fine art objects and antiques exceeding EUR 3.000,00 per item.

**§ 7 DEDUCTIBLE**

The deductible stated in the policy will apply to every claim, except in the case of total loss, burglary, loss or damage due to fire, lightning, loss or damage to personal effects, loss or damage during transports as defined in § 4.1 and any loss or damage solely attributable to the negligence of a third party colliding with the insured vessel while it is stationary.

**§ 8 AGREED FIXED VALUE**

1. The maximum insurable value is the current new replacement value (the actual costs of replacing insured property with new objects of the same kind and quality). The value specified in the policy (sum insured) is conclusive of the insurable value (agreed fixed value).

2. The Insurer cannot argue under-insurance.

#### **§ 9 AMOUNT OF INDEMNITY**

1. In the event of an actual total loss or constructive total loss (costs of reinstatement exceed the sum insured) the sum insured will be paid.

2. Claims for partial loss or damage will be settled on the basis of the necessary costs of repair or replacement without any deduction "new for old". The costs of transporting the vessel to and from the repair yard will be reimbursed like costs of repair. Unless otherwise specified in the policy, the maximum indemnity for personal effects is 2 % of the sum insured, up to a maximum of EUR 3.000,00.

3. The Insurer is entitled to deduct from any claim settlement under § 9.1 and § 9.2 the realisable value of any remaining items. The Insured cannot avoid this deduction by placing these remaining items at the disposal of the Insurer.

#### **§ 10 OBLIGATIONS IN THE CASE OF AN INSURED EVENT**

1. The Insured is obliged to notify the Insurer without delay of every loss of or damage to the insured property. In the case of fire, explosion, theft, burglary, robbery, piracy as well as misappropriation or fraudulent appropriation, a statement must be filed at the nearest police station without delay.

2. The Insured is obliged to take all such measures considered appropriate and reasonable to avoid or reduce the claim and to comply with any instructions given by the Insurer.

3. The Insured is obliged to provide the Insurer with detailed and true reports regarding the circumstances of the insured event. Upon demand, the Insured is further obliged to provide the Insurer with any information which the Insurer deems necessary to clarify the merits of the claim and the extent of his obligation to perform.

4. If one of the obligations in § 10.1 - § 10.3 is infringed, the Insurer, in keeping with legal provisions, particularly § 6 and § 62 of the Austrian Insurance Act (VersVG), is relieved of any obligation to perform.

#### **§ 11 CLAIM SETTLEMENT**

1. The Insurer will proceed without delay with all necessary inquiries to clarify the merits of the claim and the extent of his obligation to perform.

2. In the event of theft, burglary, robbery as well as misappropriation or fraudulent appropriation, the Insurer is not obliged to settle claims until two months have elapsed from the date of notification. If any item is recovered, the Insured is obliged to take it back only if the period between the date the claim was notified and the date the Insured is in the situation to get the item back at his disposal does not exceed two months.

3. If, in the context of a claim, any legal authorities commence an investigation and/or prosecution against the Insured, the Insurer is entitled to await the outcome before determining his obligation to perform.

#### **§ 12 INCEPTION OF COVER**

The insurance coverage begins at the day and hour stated in the policy. The rule that the Insurer is not liable for any claims under the contract prior to payment of the first premium as defined in § 38.2 of the Austrian Insurance Act (VersVG) does not apply.

#### **§ 13 DURATION OF THE CONTRACT, CANCELLATION**

1. This contract is effective for one year and is automatically renewed annually unless notice of cancellation has been given in writing by either party at least three months prior to the renewal date.

2. In the event of a claim under this contract each part is entitled to give notice to cancel the insurance agreement.

This right of cancellation must be exercised within one month of the date of notification by the insurer of settlement or rejection of the claim. Notice of cancellation by the insurer is effective one month after receipt of the date of the notification. The date on which the insured indicates that cancellation should take effect cannot be later than the last day of the current insurance period.

3. If the vessel is transferred to new ownership, this contract will terminate on the date of transfer. The Insured will immediately notify the Insurer of the actual date of transfer, enclosing a copy of the contract of sale, so that any refund of premium may be calculated. The new owner, insofar as he does not object, is granted provisional cover under the terms and conditions of this contract for a period of one month following the date of transfer. The purchase price stated in the contract of sale or the sum insured stated in the policy, whichever is the lower, will be the agreed fixed value during the period of provisional cover.

4. If the contract is prematurely terminated in keeping with § 13.2 or § 13.3, a pro rata return of premium will be made, except if a minimum premium applies.

#### **§ 14 NOTICES, DECLARATORY ACTS**

All statements and declaratory acts for the Insurer made by the Insured within the framework of this contract are deemed legally executed when made to Pantaenius Yachtversicherungen GmbH.

#### **§ 15 GENERAL CONDITIONS**

1. Payments by the Insurer and Insured will be made in the currency of the sum insured and premium noted in the policy.

2. Austrian law applies.

3. The benefits under this contract may not be assigned to third parties without the Insurer's express agreement.

4. If the contract is placed with more than one Insurer, each Insurer is liable only for his share, i.e. there shall be no joint liability. Any agreement between the Leading Insurer and the Insured is binding for all other participating Insurers. Upon request, Pantaenius Yachtversicherungen GmbH will provide the Insured with the names and shares of the participating Insurers in writing.

5. In addition the contract is governed by the Austrian Insurance Act (VersVG)