

PANTAENIUS-YACHT-THIRD-PARTY-LIABILITY-CLAUSES (PYTPC) 71039/AT/0110

§ 1 Cover

I. Basic Cover

- 1.
- a) The Insurer grants coverage to the Insured and to the co-insured persons in the event that a third party asserts a legal liability claim for personal injury, property or pecuniary damages incurred in the context of the ownership and use of the vessel designated in the policy.

This insurance particularly includes:

legal liability arising out of the ownership or use of tenders, water sport and diving equipment used in connection with the vessel, legal liability arising from the towing of water-skiers and parasailors, legal liability for the direct or indirect consequences of alterations in the physical, chemical or biological quality of waters including ground water (water pollution), whereby pecuniary damages resulting from water pollution are deemed to be property damages, legal liability for damages to contractors and workers incurred whilst carrying out work on the vessel.

- b) Insurance coverage also exists for search and rescue costs which accrue as a result of the unintentional activation of emergency rescue devices such as EPIRB or GMDSS when there is no emergency situation as long as these costs cannot be recovered elsewhere.

2 Co-insured persons are:

- a) the owner (if not the Insured),
 b) the skipper and crew members, as well as any other person who is a guest on board of the vessel with the consent of the owner or Insured.
 c) any person who with the consent of the owner or Insured uses, in connection with the vessel, a tender, water sport or diving equipment belonging to the vessel,
 d) water-skiers and parasailors being towed by the vessel or her tenders; this coverage, however, will only apply as far as this risk is not covered by another insurance (subsidiary coverage).

II. Additional Skipper's Liability Insurance

1. Insurance cover under I. No 1 is also provided to the Insured, being a natural person, and to the members of his crew as co-insured persons, for legal liability arising from the use of any vessel, including dinghies, not listed in this policy which the Insured has chartered or borrowed for his own use and which is under his command as a skipper (skipper's liability insurance).

2. The skipper's liability insurance will also provide cover for legal liability arising from damage to the chartered or borrowed vessel, its equipment, inventory and accessories directly resulting from the gross negligence of the Insured or Co-Insured person. The excess in this respect will be EUR 2,500.--.

3. This skipper's liability insurance will provide compensation only to the extent that the loss, damage or liability is not covered by any other insurance, and in particular any insurance attaching to the chartered or borrowed vessel.

§ 2 Scope of Cover

The insurance is effective world-wide.

§ 3 Extent of Cover

1. It is the Insurer's duty to examine the liability claim and to pay compensatory payment which the Insured or co-persons are obliged to perform on account of an acknowledgement given or approved by the Insurer, a compromise made by the Insurer or a judicial decision. Furthermore, it is the Insurer's duty to pursue the defence of unfounded claims.

2. The Insurer is authorised to settle and/or defend claims as defined in § 3.1 on behalf of the Insured or co-insured persons. If the insured person prevents the termination of a liability claim dispute which the Insurer wants to settle by means of acknowledgement, payment or compromise, the Insurer is not liable for the resulting additional expenditure concerning the main issue, interests and costs.

3. The maximum compensatory payment granted by the Insurer for each claim event are the sums insured noted in the policy. A series of claims arising out of one cause and time period is deemed to be one claim event. The Insurer's expenditure for costs, including costs and expenses for avoiding or reducing the claim, will not be deducted as compensatory payment from the sums insured. This does not apply to all liability claims which are asserted under U.S. or Canadian law, irrespective of the place of jurisdiction. In this case, the Insurer's expenditure for costs will be deducted as compensatory payment from the agreed sum insured, even if these costs are incurred due to the Insurer's instruction. The total amount of compensatory payment for all claim events in any one policy year is limited to the triple of the sums insured noted in the policy.

4. In the event that the named vessel is arrested as a result of a claim insured under these conditions, the obligation to provide indemnification also extends to the provision of an officially or judicially determined security deposit up to an amount of EUR 100,000.00.

5.

a) Insurance coverage also exists in the event that an insured person is harmed by a third party and the claim for damages against the third party arising as a result cannot be asserted. A third party in the sense of these conditions is the person causing damage against whom, according to the legally enforceable judgment, a claim was brought by the policy holder or insured person for compensation as a result of a liability loss.

b) The content and extent of the insured claim for compensation are in accordance with the scope of cover provided by this contract. If the policy holder or jointly insured person has justified claims for compensation, then the contract puts him in a position as if the third party had insurance coverage as the insured person within the scope of these conditions.

c) Insurance coverage exists for personal injury and property damage suffered by the insured person for which the third party is liable to pay compensation according to private law statutory provisions.

d) No insurance coverage exists for damage which is intentionally caused by the third party, damage under EUR 1,000.00 and if and insofar as another insurer (e.g. indemnity or social insurance) or welfare authority is under a duty to provide benefits.

e) It is a precondition for the indemnity that the insured person has obtained either a legally enforceable judgment against the third party before a Court (judg-

ment, execution order, judicial settlement) or a notarial acknowledgement of debt by the third party.

- f) The insured person must establish that an execution has failed or appears to have no prospects of success. The execution has failed if it has not led to a full and final settlement and has no prospects of success if the third party e.g. has submitted a statutory declaration within the previous three years or is listed in the schedule of debtors managed by the court of execution.
- g) The insured person is under a duty to assign his claims in the amount of the indemnity against the third party as well as to surrender the original judgment or execution documents and other documents giving rise to an insured event within the sense of these conditions.
- h) The third party may derive no rights from this contract.

§ 4 Exclusions

Excluded from the insurance are:

1. Liability claims if, at the time of the event giving rise to liability, the vessel is used other than for sport or pleasure (including business entertainment), unless such other use (e. g. bareboat charter / skipper charter) is specifically agreed in advance by the Insurer.
2. Liability claims if, at the time of the event giving rise to liability, the vessel is
 - a) operated by a person who does not possess the necessary license required by the relevant authorities, whereby the Insurer's duty towards the other insured persons continues if the Insured or owner had reasonable grounds to believe that the operator of the vessel had the relevant license or if an unauthorised person operated the vessel,
 - b) participating in or training for motor boat races which are solely concerned with achieving high speeds.
3. Liability claims arising from the use of diving equipment, if the person using such equipment is not in possession of a recognised qualification and/or license.
4. Liability claims of the Insured or owner against co-insured persons.
5. Liability claims between co-insured persons for property damage less than EUR 150,-. The same applies to liability claims asserted by co-insured persons against the Insurer or owner.
6. Liability claims assumed under contract or special promise which surpass the extent of legal liability.
7. Liability claims for compensation of a penalty nature, particularly Punitive Damages.
8. Liability claims, particularly arising from occupational accidents, made by professional crew members employed on the vessel against the Insured or owner if they can be covered within the framework of the social insurance (legal employment insurance) or another special occupational accident insurance. However, legal rights of recourse on the part of social insurance institutions are covered in compliance with these terms and conditions.
9. Liability claims arising from water pollution as defined in § 1 I. No.1, if such water pollution is caused by the emission or discharge of harmful substances into waters or any other deliberate actions affecting waters, the dripping or draining of oil or other liquids from tank filler-caps, filling gears or the vessel's and tender's machinery during their operation, the intentional contravention of water protection laws, regulations or official directives, as well as war, civil commotion or disturbances, acts degraded by public authorities or earthquake.
10. Any insurance claims for damage arising out of intentional acts or omissions of the Insured or any co-insured person.

§ 5 Legal Status of the Persons Participating in the Contract

1. Only the Insured is entitled to exercise the rights of the co-insured persons.
2. The obligations of the Insured defined in these clauses also apply equally to the co-insured persons (§ 1 I No 2). The Insured as well as the co-insured persons are responsible for fulfilling the obligations.

§ 6 Obligations in the Case of an Insured Event

1. An insured event is an occurrence which could result in a liability claim covered under this contract.
 2. The Insured is obliged to notify the Insurer without delay of every insured event.
 3. 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.
 4. 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.
 5. In the case of litigation regarding the liability claim, the Insured is obliged to entrust the Insurer with the conduct of the case.
 6. The Insured is not entitled to make any admission of liability or offer any settlement, either partially or wholly, without the prior consent of the Insurer.
 7. The Insured is obliged to inform the Insurer of any other liability coverage concerning the risks covered in this contract.
- If one of the obligations defined in § 6.2 - § 6.7 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.

§ 7 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.

§ 8 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 one month prior to the renewal date.
2. In the event of a claim under this contract, each party is entitled to give an extraordinary notice of cancellation of the contract. Notice must be given in writing and is effective one month after receipt. This right to give notice of cancellation is forfeited if it has not been exercised at the latest within one month of the date when the Insurer has acknowledged or rejected the claim or instructed the Insured person to run the risk of being sued by the third party.
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 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.
4. If the contract is prematurely terminated in keeping with § 8.2 or § 8.3 a pro rata return of premium will be made, except if a minimum premium applies.

§ 9 Notices, Declaratory Acts

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

§10 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. This also applies if the covered liability claim has to be paid to the claimant in another currency.

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

3. 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.

In the case of litigation, the following is agreed:

- a) The Insured will assert his insurance claim only against the Leading Insurer for his share.
- b) All other participating Insurers agree that legal decisions re the Leading Insurer and Insured as well as settlements made between the Leading Insurer and Insured are also binding for themselves.
- c) If the sum of appeal is more than the Leading Insurer's share, the Insured is entitled or, if demanded by the Leading Insurer, obliged to file an action against a second or, if necessary, further Insurers until the sum of appeal has been reached. If this demand is not complied with, the agreement defined in item b) will not apply.

4. This contract is governed by Austrian Law, in particular by the Austrian Insurance Act (VersVG).