

## PRECONTRACTUAL DUTY OF DISCLOSURE

1. When the policyholder submits his proposal for insurance, he is obliged to declare all material facts which are known to him, in answer to the specific questions of the insurer on the proposal form. Material facts are those facts that may influence the insurer in his underwriting decision, and the contract of insurance will be based on these facts. The duty of disclosure also applies to any questions the insurer may ask after receipt of the proposal form and before the contract is concluded.
2. If incomplete or incorrect statements have been made in respect of circumstances relevant to risk, the insurer is entitled to withdraw from the contract of insurance. The effect of withdrawal from the contract is that there is no insurance cover.

If the policyholder has made an incomplete or inaccurate disclosure which is not discovered until after an insured event has occurred, the insurer cannot refuse cover for the event if the policyholder can demonstrate that the facts in question did not cause the event or affect the amount of benefit payable. However, if the policyholder acted fraudulently in breaching the duty of disclosure, there will be no cover. The insurer shall be entitled to retain the proportion of premium earned from the commencement of the contract until the declaration to withdraw from the contract takes effect. The insurer has no right to withdraw from the contract on the grounds of breach of duty of disclosure, where the breach was neither intentional nor a result of gross negligence.

In the event of a breach of the duty of disclosure which results from gross negligence, the insurer does not have the right to withdraw from the contract of insurance if the policyholder can establish that, had the facts been disclosed, the insurer would have concluded the contract, albeit on different terms.

3. If the insurer has no right to withdraw from the contract because the failure to disclose material fact(s) was neither intentional nor as a result of gross negligence, the insurers may nevertheless give one month's notice in writing of termination of the contract of insurance. However, the right to give notice of termination in such circumstances does not apply if the policyholder can establish that, had the facts been disclosed, the insurer would have concluded the contract, albeit on different terms.
4. If the insurer is unable to withdraw from the contract or give notice of termination because the policyholder is able to establish that the insurer would still have concluded the contract but under different terms, these terms shall, at the insurer's request, form an integral part of the contract retrospectively to the start of the contract. If the policyholder is not legally responsible for the breach of duty of disclosure, the different terms will form an integral part of the contract with effect from the current insurance period.

If, as a result of the policy adjustment, the premium increases by more than 10%, or if the insurer excludes cover in respect of the undisclosed fact(s), the policyholder may terminate the contract in text form within one month of receipt of the notification of policy adjustment, without giving notice.

5. If the insurer wishes to exercise his right of withdrawal under paragraphs 2 to 4 above, he must do so in writing within one month of the date on which he becomes aware of the breach giving rise to the right of withdrawal, stating the material facts forming the basis of his decision to withdraw.

The insurer only has the right to withdraw under paragraphs 2 to 4 above if he has drawn the policyholder's attention to the consequences of a breach of the duty of disclosure in a separate communication in text form. The rights set out in paragraphs 2 to 4 above are not available if the insurer was aware of the undisclosed or inaccurate fact material to the risk.

6. The insurer's right to avoid the contract due to fraudulent misrepresentation remains unaffected. The insurer shall be entitled to retain the proportion of premium earned until the date the declaration to avoid the contract takes effect.

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### PANTAENIUS GMBH

(spółka z ograniczoną odpowiedzialnością) Oddział w Polsce  
ul. Gradowa 11 · 80-802 Gdańsk  
Tel. +48 58 355 82 50  
info@pantaenius.pl · pantaenius.pl

KRS 0000699878 Sąd Rejonowy Gdańsk-Północ w Gdańsku  
VII Wydział Gospodarczy Krajowego Rejestru Sądowego  
NIP: 5833278532 | REGON: 368547489  
Pantaenius sp. z o.o. Oddział w Polsce podlega merytorycznie spółce Pantaenius GmbH, Hamburg

### BANK

BNP Paribas Bank Polska S.A.  
PLN - 07 1750 0012 0000 0000 3858 0175  
EUR - PL29 1750 0012 0000 0000 3858 0264  
SWIFT/BIC: PPAPBPLK

### SIEDZIBA GŁÓWNA – PANTAENIUS GMBH

Grosser Grasbrook 10, 20457 Hamburg, Germany,  
HRB 63896, VAT-IdNo: DE299426957  
Kapitał zakładowy: 2.000.000EUR

## Yacht Third Party Liability Insurance

### Application for yacht insurance

Date:

First name and last name or Company's name:

Street:

ZIP code and city:

Please complete all fields and return the application form. **Please make sure you sign the document. Please check the relevant boxes to indicate which cover you require.**

### Policyholder details

Date of birth:  Phone:

E-mail:

I/we use the yacht for private and pleasure purposes only

Yes

### I. we have had...

any damages in the past 5 years? (Hull, Third Party Liability etc.)

Yes (type)   EUR  No

any knowledge of any pre-existing damages of this yacht?

Yes (type)   EUR  No

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## Yacht Third Party Liability Insurance

**Leading Underwriter/Consortium: Allianz Global Corporate & Specialty SE, Deutschland / EUROTPLA\*100%**

**Yes, I/we** apply for Yacht Third Party Liability Insurance as specified below:

Combined Single Limit for Personal Injury & Property Damages EUR 10.000.000,00

Limit for Pecuniary Damages EUR 6.000.000,00

Max. sum of Indemnity for Personal Injury EUR 8.000.000,00

Annual gross fee

- EUR 55** max. 3,3 m LOA, max. 5,2 m sail area and max. 1,4 m beam, EXCLUDING FOILS - **(fits Optimist, Open Skiff, Cadet)**
- EUR 70** max. 6,3 m LOA, max. 21,5 m sail area and max. 2,8 m beam, EXCLUDING FOILS AND 49er/49erFX **(fits for ex. ILCA, 420, 29er etc.)**
- EUR 90** max. 6,3 m LOA, max. 21,5 m sail area and max. 2,8 m beam **(fits for 49er/49erFX, Moth, Nacra 17 etc.)**

### Cruising Area:

Inland waters of Europe (geographical). Waters of Russia, Belarus, Ukraine, Moldova and Georgia are excluded. (EUINL,xEUINL )

Coastal waters of Europe (geographical), up to 20nm off the coast. Waters of Russia and the Black Sea are excluded. (EUCW20,xEUCW20)

### Conditions / Clauses

Pantaenius Yacht Conditions (PYC) Part B. Yacht Third Party Liability Insurance Conditions, Part E. General Part for all classes of insurance from Part A to Part C (D ESP PL/ EN/ PYC 0818)

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

Contrary to Pantaenius Yacht Conditions (PYC) Part E. General part for all classes of insurance from part A to part C §2.1, the insurance contract is concluded for a fixed term of one year and will not be automatically renewed for another year.

Instead of the sum insured stated on the policy the following sum insured applies to all liability claims which are asserted under American or Canadian law, irrespective of the place of jurisdiction: Personal injury and/or property damages: EUR 6.000.000,00 or an equivalent amount in another currency.

Please note: The Insurers' obligation to provide indemnification will cease until payment for the first or single premium is made and this proposal, signed by Policy Holder is sent to [info@pantaenius.pl](mailto:info@pantaenius.pl) together with payment confirmation document.

\*Please find all details on the sheet "Details about our insurance partners".

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## For all policies

Insurance Cover to commence from: X Date  12.00 o'clock (noon)

The insurance cover begins at 12 o'clock (noon) on the day of commencement. Insurance cover, however, cannot begin prior to receipt of the application form. Backdating the commencement is only possible if you have sent a correctly filled and signed application form to Pantaenius together with payment confirmation.

I/we confirm that we have received and read the enclosed quotation, the pre-contractual duty of disclosure, the insurance product information document, the general consumer information, the privacy policy ([www.Pantaenius.pl/politykaprywatnosci](http://www.Pantaenius.pl/politykaprywatnosci)) and all conditions and clauses for the recommended products.

I/we confirm that, if necessary, Pantaenius is entitled to change underwriters.

## Consent to electronic documents

I/We agree to issue an insurance policy only in electronic form and to send it via the e-mail address indicated above. At the same time, I/We consent to the issuing and sending of all documents related to the concluded insurance contract in electronic form and via the e-mail address indicated above. The consent also includes documents related to the process of extending or renewing insurance cover.

## Consent to marketing communication

I/We consent that Pantaenius can contact me/us by Email and inform me/us about yacht insurance related topics. This consent is voluntary and I/we can revoke it at any time with effect for the future. The insurance contract is concluded independently of this consent or your revocation.

Place/Date:

Signature of Policyholder:

(or legal guardian, in case the Policy Holder is underaged)

First name and last name of the legal guardian: (if needed)

**Please send this application form to [info@pantaenius.pl](mailto:info@pantaenius.pl) together with payment confirmation document. Please pay the premium in Euro (EUR) to our bank account in Poland:**

Pantaenius GmbH Sp. z o.o. Oddział w Polsce

Bank BGZ BNP Paribas S.A., account's number: **PL54 1600 1462 1081 1694 8000 0006**

Swift/BIC: **PPABPLPK**

Bank transfer title: first and last name of the Policy Holder, vessel class

**Important! Underwriters accept insurance cover by issuing a policy.**

**The policy will be issued after sending this applicaton and bank transfer confirmation.**

Policy and invoice will be sent to the given email adress within 3 working days from the moment of receiving this application form.

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