

## PRE-PURCHASE INFORMATION

This pre-purchase information provides information that insurers are required by law to provide before the purchase of insurance. This is important information that you have the right to know before you buy insurance. It is important that you read this information.

The information is provided by:  
Pantaenius AB, 556726-6787  
Hamngatan 25  
442 67 Marstrand  
www.pantaenius.se  
info@pantaenius.se  
Tel: +46 0303 – 44 50 00

Pantaenius is a registered insurance agency. This means that if you take out insurance, it is not Pantaenius AB that is your insurer but rather the insurance companies listed in the insurance policy.

Pantaenius AB is registered with:  
The Swedish Companies Registration Office  
85181 Sundsvall  
www.bolagsverket.se  
info@bolagsverket.se  
Tel: +46 060-18 40 00.

Pantaenius is licensed as an insurance agency by:  
Financial Supervisory Authority  
Brunnsgatan 3  
103 97 Stockholm  
www.fi.se  
Tel: +46 08-787 80 00.

Pantaenius AB receives remuneration from insurers for brokered insurance and the settlement of claims, administration, and marketing. The commission depends on the total volume of premiums over time, taking into account the total claims experience. You always have the opportunity to check our registration with the Swedish Companies Registration Office. An additional step to ensure the quality of our products is the control exercised on us by the Financial Supervisory Authority. If you have any questions, they too can be contacted.

### Applicable law

The insurance contract is governed by Swedish law with regard to marketing (The Swedish Marketing Act (2008:486)), the insurance contract (The Swedish Insurance Contracts Act (2005:104)), distance purchase (Act (2005:59) On Distance Contracts And Off-Premises Contracts) and legal relationships in general, unless otherwise stated in the terms and conditions or specifically agreed.

### Handling of Personal Data

For more detailed information about the Pantaenius Group's data protection and the information provided under Articles 13 and 14 of the GDPR, please follow the link below: [www.Pantaenius.se/integritetspolicy](http://www.Pantaenius.se/integritetspolicy)

If for any reason you do not have access to the link above, please contact us at: [privacy@pantaenius.com](mailto:privacy@pantaenius.com) or

Pantaenius AB  
Hamngatan 25  
442 67 Marstrand  
www.pantaenius.se  
info@pantaenius.se  
Tel.: +46 0303-445000

Our privacy policy will then be provided to you in the appropriate format.

## Distance contracts / Right of withdrawal

Information regarding the right of withdrawal

Reference: The Distance and Off-Premises Contracts Act SFS 2005:59

As a customer, you have the right to withdraw from insurance policies taken out via the Internet, by telephone or by replying to an advertisement/item sent by mail. You do not need to give a reason for this.

The withdrawal period is 14 days from the day you receive the contract. As a customer, you have the right to invoke the right of withdrawal through a different customer channel than where the contract/purchase was made, i.e. you choose the channel that you consider is best suited for the case. If you choose to exercise your right of withdrawal, the company has the right to demand a premium corresponding to the time the insurance has been valid, but not less than the applicable minimum premium.

## Information about our insurance policies

The benefits described below are only applicable if you have concluded the relevant insurance contract. If you limit your choice to only one or two types of insurance, then only the information relating to those types of insurance and Part D of the General Part of the Pantaenius Yacht Terms and Conditions (PYTC) are relevant to you. Depending on the type of boat, use, country of registration, nationality, and the types of insurance you request, you may be offered comprehensive hull insurance, third-party liability insurance, and personal accident insurance.

### a) Yacht hull insurance

Insured risks and risks not covered by the insurance

The insurance covers damage to the boat named in the insurance policy, its machinery, devices, technical equipment, fixed fixtures and fittings and accessories; damage to trailers and cradles permanently belonging to the boat is also covered. The insurance also covers the boat's tender as well as personal belongings on board the boat. The insurer bears all risks to which the insured property is exposed during the insurance period. Please note that the scope for machinery is limited to individually specified risks (Part A, Section 5.9 of the PYTC). The insurance is valid within the sailing area specified in the insurance policy and the insurance cover also includes the usual storage of insured accessories ashore.

Money, valuables and jewellery are some of the items not covered by the insurance. Please refer to Part A, Sections 1-4 of the PYTC for the exact scope of the insurance.

What events are not covered by the insurance?

No insurance can cover all conceivable events. For example, damages caused deliberately by the policyholder or due to war are excluded. Refer to Part A, Section 5 and Part D, Section 4 of the PYTC for more details regarding exceptions.

Legal Protection

With legal protection, legal costs are reimbursed in the event of disputes or suspicion of crime, if the insurance was in force when the events or circumstances that form the basis of the claim occurred or if the insured has had legal protection insurance for at least two years.

### b) Yacht liability insurance

Insured risks and risks not covered by the insurance

The insurance covers you as a policyholder together with co-insured persons if you cause loss or damage to a third party due to your operation of the boat. The insurance also covers the use of the boat's tender and water sports equipment. Water pollution is also included, provided that it cannot be attributed to the discharge of substances into the water or any other intentional act. The insurance also covers you as the skipper of a borrowed or chartered yacht (skipper's liability insurance). For more information, please refer to Part B, Sections 1 and 2 of the PYTC.

What events are not covered by the insurance?

No insurance can cover all conceivable events. For example, claims by the policyholder against co-insured persons who caused property damage, financial loss or damage caused by motorboat racing are also not covered. Please refer to Part B, Section 5 and Part D, Section 4 of the PYTC for more details on events not covered.

## **c) Yacht personal accident insurance**

Insured risks and risks not covered by the insurance

The insurance covers accidents that happen to the insured persons while using the insured boat, for example, if you trip or fall and injure yourself. The insurance applies regardless of whether you caused the accident or if someone else caused it. However, normal deterioration of the musculoskeletal system is not counted as an accident. Insurance compensation is paid if you suffer a permanent physical or mental impairment due to the accident and thus have a disability (e.g. limited ability to move the body or craniocerebral injuries). In such cases, compensation is paid as a lump sum (disability allowance). There is also an agreed compensation that is paid in the event of death. Additional reimbursements may include, for example, search and rescue costs, necessary expenses for emergency medical care abroad, or ambulance transport costs. Please refer to Part C, Sections 1, 2 and 4 of the PYTC for more details. Compensation under the accident insurance is usually paid out in cash. The insurance amount is the maximum compensation amount that can be paid for all persons on your boat at any one time. In case of damage, this amount should therefore be divided by the number of persons on board (see Part C, Section 4 of the PYTC). Please keep in mind that the amount of payment in case of disability needs to be adjusted according to your own personal circumstances.

What events are not covered by the insurance?

An insurance policy cannot cover all possible events, as this would lead to excessive premiums. Damage caused by motorboat racing or gross negligence, for example, is excluded. Please refer to Part C, Section 6 and Part D, Section 4 of the PYTC for more details on events not covered.

### **How much is each premium and when must it be paid?**

Please refer to the quote, application and insurance policy for information on the premium amount and the insurance period. The premium is due two weeks after receipt of the insurance letter and the accompanying invoice. If you essentially fail to pay the premium, the insurer has the right to terminate the contract. If you fail to pay subsequent premiums on time, you risk being left without valid insurance coverage. In certain circumstances, this may lead to the termination of the insurance. If you have given your consent for direct debit, please make sure that you have sufficient funds in your account.

### **Do various obligations need to be met in order to conclude a contract?**

In order for us to assess your application properly, please answer all questions fully and correctly. For more information, see the annex on your obligation to provide pre-contractual information.

### **What are my obligations during the insurance period?**

The respective insurance contract may need to be amended due to changed circumstances (increased risk) that we have asked about in the application or other documents. You must therefore inform us of any such changes.

### **What are the obligations in case of damage?**

In the event of damage, you have certain obligations that you must meet in order not to lose your right to compensation. This means that any loss or damage must be reported without delay and you must follow the insurer's instructions. You must also, where possible, take steps to mitigate the loss or damage. For further information in case of damage, please refer to Part C, Section 7 - Part D, Section 5 of the PYTC.

## What are the consequences of not complying with your obligations?

You must carefully meet the above obligations, as they are essential for the fulfilment of the respective insurance contract. Any failure to comply with such obligations can have serious consequences. Depending on the circumstances of the breach of duty, this may result in the insurance cover no longer applying in part or in full, and the insurer may have the right to terminate the insurance contract. Please refer to the insurance terms and conditions for more detailed information.

## How long is the insurance contract valid and how can it be terminated?

Please refer to the insurance policy for information on the insurance period. The insurance contract is concluded for a period of one year and is automatically renewed for one year at a time. The policyholder may terminate the insurance at any time for expiry at the end of the insurance period.

It is also possible to cancel the insurance in the event of damage or if the premium is increased due to an increase in risk. The insurance contract can also be cancelled if you transfer the boat or if the boat suffers a total loss.

## Due diligence requirements/safety regulations

There are always due diligence requirements (safety regulations) in insurance. The requirements or regulations describe how you should act or equip your boat, so that theft/damage is avoided or limited as far as possible. In the event of failure to comply with the requirements, the compensation may be reduced.

In addition to the due diligence requirements of the conditions, laws, general regulations as well as instructions and precautions from manufacturers also apply as a basis for a possible due diligence deduction.

The due diligence requirements can be found in PART D. GENERAL PART FOR ALL CLAUSES OF INSURANCE FROM PART A TO PART C.