

POLICY
Y A C H T - Skipper TPL

Policyholder
Mr. Rafal Lesniak
ul. Kochanowskiego 16
33-300 Nowy Sacz
POLEN

Leading Underwriter / Consortium
ACE European Group Ltd. / EUROSKTPL

Policy No. 11271266-11

Customer No. 298145

Insurance period

from 18.11.2016 to 18.11.2017 noon

The insurance contract will be renewed annually,
unless notice of cancellation has been given in
writing 3 months before renewal date.

Insured Person:

Date of birth

Rafal Lesniak

05.07.1968

Insured Interest

Skipper Third Party Liability Insurance for all watersport vehicles up to 17 m length.

EUR	6.000.000,00	combined single limit for personal injury and/or property damage
EUR	3.000.000,00	max. indemnification per person for personal injury
EUR	250.000,00	for pecuniary damages

The total indemnification which the insurer is obliged to pay for all claim events within one insurance year may not exceed twice the insured sum.

Basic annual premium:

EUR

214,28

Payment frequency: Yearly

Conditions

Pantaenius Skipper Third Party Liability Clauses (PSTPC) (21093/0111)

Contrary to § 4.2 of the Pantaenius Skipper Third Party Liability Clauses (PSTPC), the insured liabilities are covered when yachts are used commercially by the person insured as skipper.

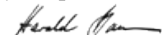
Instead of the sums insured stated on the policy the following sums insured apply to all liability claims which are asserted under American or Canadian law, irrespective of the place of jurisdiction:

Personal injury and/ or property damages: EUR 1.500.000,00 / Max. per person:

EUR 750.000,00/ Pecuniary damages: EUR 50.000,00.

Hamburg, 14 Nov 2016

On the behalf of the participating Underwriters

Under Special Authority 

PANTAENIUS SKIPPER THIRD PARTY LIABILITY CLAUSES (PSTPC)

Deutschland • Großbritannien • Monaco • Dänemark • Österreich • Spanien • Schweden • USA* • Australien

PANTAENIUS GMBH

AG Hamburg (HRB 63896)
Geschäftsführer: Harald Baum,
Martin Baum, Daniel Baum,
Anna Baum.

HAMBURG

Grosser Grasbrook 10, 20457 Hamburg
Tel.: +49 40 37 09 10
Fax: +49 40 37 09 11 09

BANKVERBINDUNG

Deutsche Bank AG, Hamburg
IBAN: DE63 2007 0000 0511 7700 00
Swift/BIC: DEUTDEHH

PANTAENIUS ONLINE

pantaenius.de
yacht@pantaenius.com

Für Umsatzsteuerzwecke: USt-IdNr. DE299426957; Versicherungsbeiträge sind umsatzsteuerfrei i.S. des §4 Nr.11 UStG.

*Pantaenius America Ltd. is a licensed insurance agent licensed in all 50 states. It is an independent corporation incorporated under the laws of New York and is a separate and distinct entity from any entity of the Pantaenius Group.

PANTAENIUS SKIPPER THIRD PARTY LIABILITY CLAUSES (PSTPC)

§1 Cover

1. 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 use of any yacht that is under the command of the insured as a skipper and which is not owned by him. This insurance particularly includes: legal liability arising out of the use of tenders, water sport and diving equipment used in connection with the used yacht, 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.
2. Co-insured persons are the crew members.

§2 Scope of Cover

The insurance is effective world-wide.

§3 Extent of Cover

1. The Insurer's obligations shall include evaluating the cause of liability, defending against unjustified claims and settling claims where damages have been determined by a legally enforceable court decision, by a settlement agreement entered into or approved by the Insurer or by an admission given or approved by the Insurer.
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 twice the sums insured noted in the policy.
4. In the event that the used 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.
5. Liability claims by the charter operator or owner of the used yacht for loss of proven charter revenue of affected follow-on charters as a result of damage caused by the insured person, up to a maximum amount of EUR 20.000. This applies to charter contracts which have already been booked and for which a deposit has already been paid at the time of the loss, insofar a transfer to another Yacht is not possible and the repair time takes more than three days.

§4 Exclusions

Excluded from the insurance are:

1. Liability claims because of loss or damage to the skippered yacht, its gear, machinery, equipment, fittings and dinghies. However, if such damage is the result of the gross negligence of the insured, which has been established by an authorised agency, a court or agreed by the Insurer, the claim will be accepted, subject to a Policyholder's excess of EUR 2.500.
2. Liability claims if, at the time the liability was incurred, the insured was acting as skipper in any capacity from which he derived a commercial benefit, unless previously agreed with the insurer.
3. Liability claims if, at the time of the event giving rise to liability, the used yacht is
 - a) operated by a person who does not possess the necessary license required by the relevant authorities,
 - b) participating in or training for motor boat races which are solely concerned with achieving high speeds.

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4. Liability claims arising from the use of diving equipment, if the person using such equipment is not in possession of a license.
5. Liability claims of the Insured against co-insured persons.
6. Liability claims between co-insured persons. The same applies to liability claims asserted by co-insured persons against the Insured for property damage less than EUR 300.
7. Liability claims assumed under contract or special promise which surpass the extent of legal liability.
8. Liability claims for compensation of a penalty nature, particularly Punitive Damages.
9. Liability claims arising from water pollution as defined in §1 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 decreed by public authorities or earthquake.
10. Claims by all persons who have intentionally and unlawfully caused the third party's loss.

§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 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. If one of the obligations defined in No. 2 – No. 5 is infringed, the Insurer, in keeping with legal provisions, particularly §28 and §82 of the German Insurance Act (VVG), 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 §37.2 of the German Insurance Act (VVG) does not apply.

§8 Duration of the Contract, Cancellation

This contract is effective for one year and is auto-matically renewed annually unless notice of cancellation has been given in text form by either party at least three months prior to the renewal date.

§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.

PANTAENIUS SKIPPER THIRD PARTY LIABILITY CLAUSES (PSTPC)

§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 right to indemnity shall not be assigned or pledged without the Insurers consent. An assignment to the damaged third party is permitted.
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. Upon request, Pantaenius will provide the Insured with the names and shares of the participating Insurers in writing. The first Insurer mentioned (Lead Insurer) shall be authorised by the other participating Insurers to act on behalf of all Insurers in the performance of the contract. This authorisation shall also apply in the case of legal proceedings. The Lead Insurer may therefore conduct legal disputes, as claimant or defendant, in its own name in respect of all the shares of the other participating Insurers.
4. This contract is governed by German Law, in particular by the German Insurance Act (VVG).
5. 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 vessel that was under command of the insured at the time of the incident (subsidiarity of skipper's liability cover).

PRODUCT INFORMATION SHEET

The following information is intended to provide you with an initial overview of our skipper third-party liability insurance. However, this information is **not exhaustive**. The contract is made up of the application, the insurance policy and the accompanying conditions of insurance. The regulations set out in these documents are material to the insurance cover. Please therefore ensure that you read through the entire policy provisions thoroughly.

1. Which insurance contract is offered?

In the present case, a skipper third-party liability insurance for any yacht that is used but not owned by you is offered.

2. For what does your Pantaenius Skipper Third Party Liability Insurance provide benefit?

Insurance cover exists for you as the policyholder as well as for the jointly insured persons in the event that a third-party makes a claim against you for damages based on statutory liability provisions as a result of an event causing damage occurring in connection with the usage of any yacht that is not owned by you but under your command as a skipper. The insurance cover also extends to dinghies belonging to the yacht and water sport equipment and also includes a skipper liability insurance.

Please refer to § 1 of the PSTPC for further details.

3. How much is the premium and when do you have to pay it?

Please refer to your application and the insurance policy for the amount of the premium as well as the duration of the contract. The premium is due two weeks after receipt of the insurance policy. Should you culpably fail to pay the premium, the Insurer is then entitled to withdraw from the contract.

4. What is not insured?

Insurance cover does not exist for all possible events. Intentional damage by the policyholder or damage caused by motorboat racing, for example, is excluded from the insurance cover. Please refer to § 4 of the PSTPC for more details regarding the exclusions.

5. What obligations must be complied with when concluding the contract?

In order that we may assess your application properly, please answer all questions in the application and in additional documents fully and correctly. You can find more details about this in specific correspondence relating to your pre-contractual duty of disclosure forming the basis of the application.

6. What must be observed during the duration of the insurance contract?

The insurance contract may have to be adapted in the event of a change of circumstances (increased risk), about which we have made enquiries in the application or further correspondence. You must therefore inform us of any such changes.

7. What obligations must be observed in the case of a claim?

In the case of a claim, you are subject to certain obligations with which you must comply in order to prevent any release from obligation to perform. These obligations can be found in § 6 of the PSTPC.

8. What are the consequences if you fail to observe points 5-7?

You must observe the obligations set out at figures 5 to 7 with care, as they are of great importance for the implementation of the insurance contract. If you fail to comply with the contractual obligations there may be serious consequences, depending on the nature of the breach of duty. You could lose your insurance cover partially or even totally, or the Insurer could be entitled to withdraw from the insurance contract. Please refer to the insurance conditions for more details.

9. How long does your insurance contract last? How can it be terminated?

The duration of the contract is set out in the insurance policy. You may terminate the contract in text form no later than three months before the renewal date. There is also an opportunity to terminate in the case of a claim. The contract will also come to an end if you dispose of the yacht or suffer total loss.

GENERAL CONSUMER INFORMATION

1. Information on the insurers

The identity and specific involvement of the insurers participating in your contracts, their address for service, companies register number and further information can be found in the recommendation and in the attached information sheet on insurance partners for whom Pantaenius GmbH acts.

2. Key features of the insurance

For the key features of the insurance for which you have applied (for example, the type and scope of cover and the inception of the insurance; the due date for payment of the benefit afforded by us) please refer to the product information sheet, the application, the insurance policy schedule, the attached conditions and also to this general information.

3. Total price of the insurance

The premium (including a fee of EUR 2.50 plus the currently applicable insurance tax) can be found in the overview contained in the covering letter and in your application.

4. Payment / performance, formation of the contract

The contract is formed, following the assessment of your application, when the policy schedule is sent to you. Cover commences on the date specified in the policy schedule. Premiums are due two weeks after receipt of the policy schedule. If you have not authorised us to collect the premium by direct debit, please ensure that you transfer the premium amounts immediately thereafter.

5. Period of validity

We consider ourselves bound by the terms and conditions of this insurance recommendation as communicated to you, for a period of three months from the date you receive it.

6. Right of cancellation/revocation of the contract

a) Right of revocation

You may revoke your declared intent to enter into the contract of insurance, without needing to state the reason, by giving written notice within 14 days (e.g. by letter, fax, email). The deadline begins upon receipt of written copies of the insurance policy, the policy terms, including the General Conditions of Insurance, the additional information pursuant to Section 7, paras. 1 and 2 of the German Insurance Contract Act (Versicherungsvertragsgesetz, VVG) in conjunction with Sections 1-4 of the German Ordinance on VVG Information Obligations (VVG-Informationspflichtenverordnung), and these instructions. However, with regard to contracts concluded electronically, this does not apply until the insurer has fulfilled the obligations incumbent on it pursuant to Section 312g, para. 1, first sentence of the German Civil Code (Bürgerliches Gesetzbuch, BGB) in conjunction with Article 246, section 3 of the Introductory Act to the German Civil Code (Einführungsgesetz zum Bürgerlichen Gesetzbuche, EGBGB).

The timely dispatch of the notice of revocation is sufficient for the purposes of compliance with the revocation deadline. The notice of revocation is to be addressed to:

Pantaenius GmbH, Postfach 11 07 29, 20407 Hamburg

b) Consequences of revocation

If revocation is validly made, the insurance cover terminates; if the insurance cover commenced before the expiry of the revocation deadline, you will be reimbursed with that portion of the premium attributable to the period which follows receipt of the notice of revocation.

The portion of the premium attributable to the period up until receipt of the notice of revocation may be retained; the retained premium will be calculated as follows: annual premium divided by the number of calendar days in the relevant year, multiplied by the number of days for which insurance cover was in place.

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Amounts repayable are reimbursed without delay and no later than 30 days after receipt of the notice of revocation. If the insurance cover did not commence before the expiry of the revocation period, then provided the revocation was validly made, any payments received will be returned, including any derived benefits (e.g. interest).

c) Please note in particular

Your right of revocation lapses if, at your express request, the contract was performed in full both by you and by the insurer prior to your having exercised your right of revocation.

There is no right of revocation for contracts having a term of less than one month.

- End of the revocation instructions –

7. Term of the contract

The insurance contract is concluded for a period of one year and is automatically renewed for a further year unless it is terminated in text form no later than three months before expiry.

8. Right of termination

Please refer to the conditions of insurance for the provisions relating to the right of termination. In addition to this, you have the option of giving notice of termination in case of a claim.

9. Applicable law

The law of the Federal Republic of Germany shall apply to the insurance contract.

10. Contract language

The language of the contract is English. Any communication shall be made exclusively in English.

11. Out-of-court complaint mechanism

Should you wish to complain about decisions of the insurers writing the classes of insurance offered in this document, you may invoke the out-of-court complaint and redress procedures provided for by the Verein Versicherungsombudsmann e.V. [*the Insurance Ombudsman*], insofar as the insurer of your policy is a member of this body. To find out whether the insurer concerned is a member, please refer to the attached information sheet on insurance partners for whom Pantaenius GmbH acts.

If the insurer concerned is a member, please address your complaints to:
Versicherungsombudsmann e.V., Postfach 080632, 10006 Berlin;
beschwerde@versicherungsombudsmann.de.

The procedure is free of charge for you. Your right to institute legal proceedings is not affected by this procedure.

If the contract is underwritten by more than one insurer, we would ask you, when forwarding your complaint to the Versicherungsombudsmann e.V., to kindly direct the same against the leading insurer. If there is no such out-of-court complaint procedure available, you may also refer your complaint, as outlined in clause 12, to the responsible supervisory authority.

12. Complaints referred to the national supervisory authority

You may also refer complaints, free of charge, to the responsible supervisory authority. For the insurer's responsible supervisory authority, including the address, please refer to the information sheet of the insurer for whom Pantaenius GmbH acts.