

AMETYS Assurances

46 rue Eric Tabarly - BP 43

29393 Quimperlé Cedex -

France

Tel: +33 (0)2 98 96 35 88

Fax: +33 (0)2 98 39 21 78

Courriel: contact@ametys.eu

ORIAS: 11 063 462



Vos références

Référence client 5792M

Lalou Multi

**Assurance Multi50
ARKEMA
Corps De Navire
No. 30-1227**

Hull Insurance Policy No. 30-1227

Assured: Arkema - region Aquitaine
EURL Lalou Multi
27, rue Ludovic Trarieux
33590 SAINT VIVIEN
FRANCE

Kind of boat: Trimaran Class 50
Name: "ARKEMA-RÉGION AQUITAINEL"
Built: 2013

Value / Sum insured: 955.000,00 EUR
In case of total loss and if the claim is recoverable under the policy, the insured will be indemnified with the agreed sum insured of 955.000,00 EUR, which includes the mast, boom and all connected parts and equipment, i.e. spars, standing rigging and running rigging, in excess of the deductible. Sails excluded absolutely.

Period: 03.11.2017 – 02.11.2018, both days included and not renewed annually automatically

Scope of cover / cruising area: worldwide

Deductible: 100.000,00 EUR for the total cost of the claim will apply to every claim.

Conditions: PANTAENIUS YACHT HULL CLAUSES (PYHC) 21001/0109;
§5.4. PYHC – Costs and expenses – has been amended and the following is agreed:
The above defined reimbursements according to §5 are in addition to any payment under this policy for loss or damage to the insured property;

§ 8 PYHC – DEDUCTIBLE - is deleted.
The deductible stated in the policy will apply to each and every claim, costs and expenses as defined in §5, 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;

§ 14 (1.) - DURATION OF THE CONTRACT, CANCELLATION - is deleted;

„NAMED TROPICAL STORMS“ CLAUSE 21074/0212;

ERGO - Sanction Clause 2011;

Policy No: 30-1227, Assured: Arkema - region Aquitaine

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Versicherungsmakler seit 1899

Pantaenius Versicherungsmakler GmbH, Hamburg • AG Hamburg (HRB 65063) • Geschäftsführer: Harald Baum, Daniel Baum, Michael Erhardt
www.pantaenius.eu • info@pantaenius.com • Für Umsatzsteuerzwecke: USt-IdNr. DE 118587519 • Versicherungsbeiträge sind umsatzsteuerfrei i.S. des § 4 Nr. 11 UStG

Hamburg
Postfach 11 07 29
20407 Hamburg
Grosser Grasbrook 10
20457 Hamburg

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Fax: +49 40 37 09 11 10
Börse:
Pfeiler 43, Sitz c

Düsseldorf
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40476 Düsseldorf
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München
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Commerzbank AG, Hamburg
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Makler e.V.



Conditions
Continued:

Loss of or damage to sails excluded absolutely. The mast, boom and all connected parts and equipment, i.e. spars, standing rigging and running rigging are not covered.

All rates are based on the supposition that the yacht is only used under the guidance of an experienced Skipper and/or crew.

Annual premium:	net premium:	71.625,00 EUR
	19 % insurance tax:	13.608,75 EUR
	<u>Terror Tax:</u>	<u>5,90 EUR</u>
		85.239,65 EUR

The premium is payable in full after receipt of invoice(s).
No return of premium in case of actual or constructive total loss.

Hamburg, 07.11.2017/ KM

Policy No: 30-1227, Assured: Arkema - region Aquitaine

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LEADING UNDERWRITER / INSURER:

Lampe und Schwartze KG
on behalf of the participating insurers

Share: 35,0%

20,00%	ERGO Versicherung AG Überseering 35, 22297 Hamburg
3,00%	Basler Sachversicherungs-AG Basler Straße 4, 61345 Bad Homburg v.d.H.
4,00%	Helvetia Schweizerische Versicherungsgesellschaft in Liechtenstein AG Herrengasse 11, LI-9490 Vaduz, Liechtenstein
8,00%	SIAT Soc. Ital. Assic. e Riassic., Genua – Direktion Bremen Herrlichkeit 5-6, 28199 Bremen


**Lampe
Schwartze**
Marine Underwriting
35,00% of 100%

M. O. A.
i. V. P. Poppe 13.11.17

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PARTICIPATING UNDERWRITER / INSURER:

Württembergische Versicherung AG

Share: 20,0%

10.11.17
 **württembergische**
Der Fels in der Brandung.
i. V. Baum
i. V. Baum

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PARTICIPATING UNDERWRITER / INSURER:

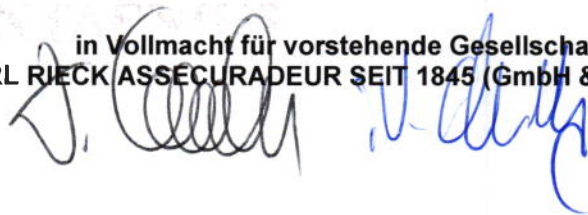
CARL RIECK Assecurateur seit 1845 (GmbH & Co.)
on behalf of the participating insurers

Share: 15,0%

Anteil: 15,0 %

15,00 % Nürnberger Versicherungsgruppe, Nürnberg

**in Vollmacht für vorstehende Gesellschaften:
CARL RIECK ASSECURATEUR SEIT 1845 (GmbH & Co.) KG**



Policy No: 30-1227, Assured: Arkema - region Aquitaine

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PARTICIPATING UNDERWRITER / INSURER:

Bayerischer Versicherungsverband
Versicherungsaktiengesellschaft
Ein Unternehmen der Versicherungskammer Bayern Share: 10,0%

13.11.2017

BAYERISCHER VERSICHERUNGSVERBAND
VERSICHERUNGSAKTIENGESELLSCHAFT
80530 München

i.A.  i.A. 

Policy No: 30-1227, Assured: Arkema - region Aquitaine

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PARTICIPATING UNDERWRITER / INSURER:

SV SparkassenVersicherung AG

Share: 10,0%

*Mir bestätigen
für unseren Anteil*

**SV SparkassenVersicherung
Gebäudeversicherung AG**

Briefanschrift: 70365 Stuttgart
Hausanschrift: Löwentorstr. 65
70376 Stuttgart



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PARTICIPATING UNDERWRITER / INSURER:

W. DROEGE & CO. GMBH & CO. KG

Share: 10,0%

10. Nov. 2017

Michael Erhardt

Policy No: 30-1227, Assured: Arkema - region Aquitaine

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PANTAENIUS-YACHT-HULL-CLAUSES (PYHC)
21001/0109

§ 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 also 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 worldwide.

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 (§ 11 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 § 8 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 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.
- c) 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.
- d) 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, when the nuclear energy is used as a means for peaceable aims or for war or other hostile purposes,
- e) consequential loss or damages (e.g. reduced racing performance, depreciation, loss of use, loss of income),
- f) cash, valuables, jewellery,
- g) fine art objects and antiques exceeding EUR 3,000.00 per item.

§ 7 CAUSING THE INSURED EVENT

The Insurer shall not be obliged to make any payment if the Insured Party willfully induces the insured event. If the insured event occurs as a result of gross negligence, the Insurer shall be entitled to reduce the amount paid out according to the degree of negligence.

§ 8 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.

§ 9 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.

§ 10 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 according to § 9 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 § 10.1 and § 10.2 the realisable value of any remaining items. The Insured cannot avoid this deduction by placing these remaining items at the disposal of the Insurer.

§ 11 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, vandalism, robbery, piracy, and in the case of section 3 (3), in the event of embezzlement and fraud 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 § 11.1 - § 11.3 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.

§ 12 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, as well as in the case of section 3 (3) in the event of embezzlement and fraud, 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 possession of the recovered item 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.

§ 13 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.

§ 14 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. If the vessel is transferred to new ownership, this contract will terminate on the date of transfer. The Insured will immediately prove 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.

§ 15 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 GmbH & Co KG.

§ 16 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. German 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 GmbH & Co. KG will provide the Insured with the names and shares of the participating Insurers in writing.

5. The contract is governed by German Law, in particular by the German Insurance Act (VVG)

"NAMED TROPICAL STORMS" CLAUSE
21074/0212

1. Definition

A Named Tropical Storm is defined as a tropical cyclone which is given a name by the "National Hurricane Centre" (www.nhc.noaa.gov).

2. Application and duration of this clause

This clause is operative between July 1st and November 15th, inclusive, in the area East of 98°W and West of 60°W, and between the Latitudes 10°N and 30.5°N. This clause does not apply in the Pacific Ocean.

3. Scope and conditions of hurricane cover

Loss or damage caused by Named Tropical Storms is excluded from this policy, unless the Vessel is

- a) at sea (not anchored, moored or aground)
- b) stored ashore in a one-piece cradle (except in the case of multihulls) with the cradle and Vessel securely lashed together and secured with ground anchoring arrangements, or the hull sunk in the ground.
All removable parts (booms, spars, sails, awnings, etc.) are removed and stored safely.
If the masts are removed, they are stored separately and safely.
If the masts remain stepped they are secured by all possible means (using halyards, additional lines etc.) to the ground.
- c) secured and appropriately prepared for a Named Tropical Storm in a marina berth or on a mooring (anchored with adequate ground gear) or in the mangroves.

4. Deductible

In the event of a claim for hurricane damage which is accepted under condition 3. c), the deductible, in respect of each and every claim including actual or constructive total loss, is 20% of the total cost of the claim, subject to a maximum of EUR 100.000,--, or the deductible noted in the policy, whichever is the higher. For any claim accepted under condition 3. a) or 3. b), the deductible noted in the policy applies.

ERGO – Sanktionsklausel 2011

Stand 01/2011

Es besteht – unbeschadet der übrigen Vertragsbestimmungen – Versicherungsschutz nur, soweit und solange dem keine auf die Vertragsparteien direkt anwendbaren Wirtschafts-, Handels- oder Finanzsanktionen bzw. Embargos der Europäischen Union oder der Bundesrepublik Deutschland entgegenstehen.

Dies gilt auch für Wirtschafts-, Handels- oder Finanzsanktionen bzw. Embargos, die durch die Vereinigten Staaten von Amerika in Hinblick auf den Iran erlassen werden, soweit dem nicht europäische oder deutsche Rechtsvorschriften entgegenstehen.

ERGO – Sanctionclause 2011

-German Wording to prevail -

Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.