720/05

Den 16. marts 2005 blev i sag nr. 64.874:

xxxxxxx xxxxxxxxx
xxxxxx xxx xx xxxxx
xxxx xxxxxxx

mod

Pantaenius
Jyllandsgade 1 A
7800 Skive

afsagt sålydende

k e n d e l s e :

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Forsikringstageren, der har haft lystfartøjsforsikring i Pantaenius, klager over, at selskabet har afvist at udfærdige police samt de tilhørende forsikringsbetingelser på engelsk. Endvidere klager han over, at selskabet har opsagt forsikringerne.

Klageren har oprindeligt tegnet følgende forsikringer:

- YACHT - Kaskoforsikring
- YACHT - Retshjælpsforsikring ("Thisted Amt" g/s)
- YACHT - Passager Ulykkesforsikring
- YACHT - Ansvarsforsikring

I selskabets skrivelse af 9/9 2004 til klageren hedder det bl.a.:

> "By separate registered mail dated 07-09-04, you have received the cancelled policies on abovementioned boat. We have cancelled the contracts due to the fact, that we are not able to meet your expectations to have all the conditions in an English translation.

We have provided you with an English translation of Hull-, Third party liability and Accident conditions and told you that we are not able to provide a translation of the legal aid conditions.

You have latest by your fax of 07-09-04 made it clear that you expect to have translation of all 4 types of conditions. This we cannot meet and therefore have no other alternative than to cancel your contracts and refund your payment as done in separate registered mail dated 07-09-04.

We will however if you, in writing, send us your acceptance of, we only have to provide you with, as done, an English translations of Hull-, Third party liability and Accident conditions, sent you a new set of policies and a new invoice."

Klageren er utilfreds med selskabets afgørelse og gør over for nævnet gældende, at selskabet ikke har været berettiget til at opsige forsikringerne. Han kræver, at selskabet udleverer de korrekte papirer på engelsk og henviser bl.a. til, at det vil være nødvendigt at have papirerne, hvis politiet ønsker disse fremvist.

Selskabet har i skrivelse af 24/9 2004 til nævnet bl.a. anført:

"Our first contact with Mr. S. [klageren] was at the Copenhagen Boat Show end February 2004. We sent Mr. S. a quotation in English dated 03.03.04.

10.08.04 we received an application for insurance of his boat. Mr. S. wanted hull, third party liability, personal accident and legal protection insurance. Consequently we issued the 4 policies for Mr. S. - in English. Our terms are in Danish, only the hull terms are translated into English. We were asked to alter the hull policy a few times and did so accordingly.

During the month of August Mr. S. several times telephoned and asked for English translations of the terms of the 3 other insurances (third party liability, personal accident and legal aid). We had to tell Mr. S. that we could not accommodate his wishes in that respect. Only the hull conditions were translated into English.

For reasons other than this matter we were in the process of having the terms of our TPL and personal accident insurances translated into English, and end August we forwarded a copy of these translations to Mr. S. with a clear written indication that the translations were not legally authorized and we pointed out that the Danish version would be valid in case of any discrepancies.

Mr. S. wanted an English translation of the legal aid terms and we had to tell him that we could not procure that. There were numerous telephone calls from Mr. S. regarding our non-existing English terms, and we finally had to realize that we could not meet Mr. S.'s wishes concerning yacht insurance and consequently cancelled the policies from the beginning and paid the full premium back to Mr. S.

Mr. S. opposed to the cancellation, and we offered to reactivate his policies on the condition that Mr. S. in writing accepted the fact that Pantaenius was not able to procure legal aid terms in English.

Mr. S. did not respond to this offer (dated 09.09.04), but obviously decided to complain to Ankenævnet for Forsikring."

Nævnet udtaler:
Nævnet har gennemgået sagen og finder ikke at kunne pålægge selskabet at oversætte de ovennævnte policer og de dertil hørende forsikringsbetingelser til engelsk.

Nævnet finder i øvrigt ikke anledning til at kritisere, at selskabet har opsagt forsikringerne som sket.

Som følge heraf

b e s t e m m e s :

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Klagen kan ikke tages til følge.

J. Hermann

Udskriften bekræftes

Henning Jønsson