YACHT-POOL-General Conditions (AGB) for

CHARTERINSURANCE 03

EU CS 20261117

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

§ 1 Base of Coverage

1. The general provisions on charter insurance apply to all charter insurance offered by YACHT-POOL.

2. Charter Insurances are:

- Skipper-Liability Insurance with Seizure Insurance
- Skipper- Accident Insurance
- Skipper-Legal Expenses
- Charter-Deposit Insurance
- Charter-Consequential Damage Insurance
- Charter-Cancellation Insurance

3. Charter insurance is based on the written charter contract (maximum trip duration of 4 weeks per charter contract) for water sports vehicles used for private purposes. If there is no charter contract, the insurance can be completed after consulting YACHT-POOL. In such cases, you will receive the YACHT-POOL Privat-Charter Agreement, which must be submitted to and accepted by YACHT-POOL.

4. The skipper must be the policyholder. Co-insured by the skipper are the crew members. If the policyholder is not a skipper, there is no insurance coverage for the corresponding charterer's cruise. Any special agreements must be noted in the policy.

5. The insurance does not apply to skipper and his crew who operate a ship commercially or for other monetary benefits. A hedge is separately available on request and must be noted in the policy.

6. Only the services and insurance coverages agreed upon by the policyholder in the application apply. An increase in the insured sum during the contract period is possible after consultation (except for charter cancellation insurance).

7. The insurance can be completed at any time before the charter starts.

8. The insurance is valid from receipt of the premium (see §2 article 1). If the policyholder is not responsible for the non-payment, then there is insurance coverage even without access to money.

9. Charter insurance has worldwide coverage except in the following regions: U.S.A., Canada and Australia.
On request, additional coverage of the above-mentioned countries is possible. The charter trip may not take place in Switzerland or Liechtenstein.

10. Subsidiarity: Other insurances, in particular water sports liability insurance, are advancing YACHT-POOL insurances.

§ 2 General contractual arrangements

1. Payment of the premium
a) With debit authorization of the premium:
Insurance cover is provided (subject to the cover of the account) regardless of the time of actual debiting. b) For payment by invoice: The premium must be paid before the start of the charter. Otherwise, the insurance cover cannot be guaranteed in the event of a claim. We therefore urgently request you to pay on time (at least 1 week before the start of the charter).
c) (optional) If paying by credit card: The conclusion of the insurance contract is possible at any time, but at the latest before the charter starts.

2. Insurance Contract
a) The insurance contract is concluded by the receipt of the insurance certificate.
b) The insurance is valid for 12, except in the case of special agreements noted in the policy (e.g.: charter cancellation insurance, which ends at the end of the respective trip).
The decisive factor is therefore only the beginning and the end of the policy.

3. Damages
a) Damages must be reported as soon as possible, but no later than 4 weeks after the occurrence of the damage, to your responsible YACHT-POOL representative office, where you have been insured. All necessary documents are to be submitted to us swiftly after the damage. Otherwise the damage payment can be forfeited.
b) The policyholder is obliged to provide all necessary documents and, in case of personal injury, to discharge the attending physicians from confidentiality on the instructions of the insurer.
c) If one of the aforementioned obligations or obligations specified in the individual insurance product is intentionally breached, the policyholder may lose his insurance cover. In the event of a grossly negligent breach of a duty, the insurer is entitled to reduce his performance in proportion to the seriousness of the policyholder's fault. If the policyholder proves that he did not violate the obligation by gross negligence, the insurance coverage will remain in place.
The insurance coverage will continue to exist if the policyholder proves that the violation of the obligation was not the cause for the occurrence or the determination of the insured event nor for the determination or the scope of the insurer's performance. This does not apply if the policyholder has fraudulently breached the obligation. The knowledge and the fault of the insured persons are equal to the knowledge and the fault of the policyholder.

d) Liability damages are always and immediately to be reported to the port captain, and according to the port captain also to the police. Otherwise the insurance cover can be omitted.
e) If an obligation of the charter contract and / or the yacht insurer is intentionally breached, the insurance cover may also be cancelled. In the case of a grossly negligent breach of a duty, the insurer is entitled to reduce its performance in proportion to the extent of the fault of the policyholder.
f) Regardless of § 2 Article 3 d, any damage must be reported immediately to the charter company. Failure to comply with that may result in that the insurance protection may be omitted in whole or in part.

4. Documents in case of damage
a) In case of claim we need the following documents: Charter contract, crew list, proof of deposit actually paid (credit card receipt, receipt), detailed cost statement of the charter company (invoice, cost estimate), detailed damage claims, signed by the skipper and crew and detailed (if available) damage report with pictures
b) Additional documents required in the event of a claim are noted in the respective insurance division or are requested separately and must be submitted to YACHT-POOL. Otherwise the compensation payment can expire.
c) Authorized claims payments are made quickly!

5.1. Sanction clause for the insurer Zurich
Without prejudice to the other provisions of the contract, insurance coverage exists only to the extent and for which no economic, commercial or financial sanctions or embargos of the European Union or the Federal Republic of Germany directly applicable to the contracting parties are in conflict.
This also applies to economic, commercial or financial sanctions or embargoes issued by the United States of America with regard to Iran, insofar as this is not precluded by European or German legislation.

5.2. Sanction clause for the insurer AXA
Without prejudice to the other provisions of the contract, insurance cover exists only insofar and as long as no economic, commercial or financial sanctions or embargos of the European Union or the Federal Republic of Germany / Austria that are directly applicable to the contracting parties conflict. This also applies to economic, commercial or financial sanctions or embargoes issued by the United States of America with regard to Iran, insofar as this does not conflict with European or German / Austrian legislation.

Special YACHT-POOL-Conditions
EU CS 20261117 for the

SKIPPERLIABILITY-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Performance Specifications

1.1 The insurance covers the statutory liability of the policyholder from the use of a foreign motor yacht or a foreign sailing yacht, which is used for private purposes on the basis of a written charter contract, in accordance with the General Conditions of Insurance for Liability Insurance and the Special Conditions below.

1.2 The skipper must be the policyholder. Co-insured by the skipper are his crewmembers.

1.3 The sum insured is once maximized per insurance year.

2. Insured Risks

2.1 Also insured is the liability risk of each individual crew member of the policyholder. Included in the contract are also justified liability claims of the crew members among themselves in case of personal injury and material damage. For each claim of personal liability the deductible is € 150,-.

2.2 Gross negligence
Property damage to the chartered yacht (including equipment and accessories as well as dinghy and outboard motor) are exclusively insured as a result of gross negligence, provided that they are to be replaced by a judicial verdict or based on a settlement made with the express consent of the insurer. Such damage will be refunded less a deductible of € 2,550.-. Any deposit deducted by the charterer will not be refunded. The sum insured stated in the insurance policy is once maximized per year.

2.3 The insurance also covers the claims of crew members against the policyholder.

2.4 Co-insured is the statutory liability from the tow of water skiers and paragliders.

2.5 Co-insured is the legal liability from the use of a dinghy belonging to the chartered yacht.

2.6 Co-insured are pecuniary losses that are attributable to insured personal injury. The sum insured per loss event is € 51,000, limited to a total benefit of € 102,000, for all insured events of one insurance year.

2.7 Co-insured is the defense of unjustified claims for damages according to the general insurance conditions for the liability insurance. If, in the event of an insured event, a legal dispute arises over claims for damages against the policyholder, the insurer is authorized to conduct the litigation. He carries out the legal dispute on behalf of the policyholder at the expense of the insurance (general insurance conditions for the liability insurance).

3. Not insured:

3.1 is the personal liability of the water skier, paraglider pilot and other towed persons;

3.2 is the liability for damage resulting from the participation in motorboat races or the related exercise runs;

3.3 are damage to the chartered yacht including all equipment, dinghies and other accessories, as far as they are not insured under no. 2.2 (e.g. damage not caused by gross negligence);

3.4 are damage to the engine if caused by its improper operation;

3.5 are damages in connection with criminal acts (customs offense, drug, alcohol abuse etc.);

3.6 are transfer and training trips, unless otherwise agreed.

3.7 No compensation will be paid for damage to glasses, binoculars, photos and other personal belongings, such as: Cell phones, laptops, media players, and cameras.

3.8. No compensation is provided for the liability claims of relatives and life partners who live with the policyholder or crew members in a common household.

3.9 The skipper liability insurance does not apply to skippers who organize independent charter trips for a fee or for other monetary benefits.

4. Subsidiarity

4.1. Other insurances, in particular water sports compulsory insurance, are advancing this insurance.

5. License Clause

5.1 If an official permit is required to operate a water sports vehicle, the insurer will remain exempt from the obligation to pay if the responsible operator does not have the officially prescribed permit when the insured event occurs.

5.2 The obligation to perform remains unaffected for the policyholder if the skipper was allowed to assume the license without fault.

6. Damages Abroad

6.1 Notwithstanding the General Insurance Conditions for Liability Insurance, the legal liability for loss events throughout the world except Australia, U.S.A., Canada and New Zealand is included.

Optionally, a hedge of the aforementioned countries is possible on request and must be noted in the policy, otherwise not co-insured.

With a damage events in the USA, Australia, Canada and New Zealand, the insurer's expenses for services will be credited against the coverage amount, notwithstanding the General Liability Insurance Conditions. Costs include: lawyer, expert, witness and court costs; expenses for the avoidance or reduction of the damage on or after the occurrence of the insurance case as well as damage calculation costs, including travel expenses, which the insurer does not incur itself. This also applies if the costs were incurred on the instructions of the insurer. Excluded from the insurance cover remain claims for compensation with punitive character, in particular punitive or exemplary damages. Excluded remain claims for damages due to environmental damage, such as damage caused by contamination or other adverse changes in the soil, the air or water (including groundwater) and by noise or other effects.

6.2 The benefits of the insurer are paid in euros.

6.3 The obligation of the insurer shall be deemed to have been fulfilled on the date on which the euro amount is authorized to a domestic financial institution.

6.4 It has been agreed that the insurer pays in advance the amount of up to € 52,000 that must be expended by the policyholder abroad in order to be spared from prosecution (bail bond). This advance payment must be repaid by the policyholder to the insurer within six months from the date of payment by the insurer.

7. Water Pollution Damage

7.1 Insured in the scope of the contract are, whereby financial losses are treated as property damage, the legal liability of the policyholder for direct or indirect consequences of changes in the physical, chemical or biological condition of a body of water including groundwater (water damage) with exclusion of the following water damage:

7.2 By introducing or pouring substances harmful to the aquatic environment into waters or by other conscious action on or treatment of waters. This also applies if the action is required to save other legal interests.

7.3 By operational dripping or leakage of oil or other liquids from tank caps, refueling equipment or mechanical equipment of the boat.

7.4 Excluded are liability claims against the persons (policyholder or each co-insured person), which have caused the damage by intentional deviation from the water protection laws, ordinances, instructions to the policyholder or injunctions.

7.5 Liability claims are excluded for damages, which are directly or indirectly based on war events, other hostile actions, riots, civil unrest, general strike or directly on disposals or measures of the high-hand. The same applies to damage caused by force majeure, insofar as elemental forces of nature have had an effect.

8. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03".

Special YACHT-POOL-Conditions
EU CS 20261117 for the

SKIPPERACCIDENT-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Insured Risk

The insurance cover extends to all accidents sustained by the authorized passengers on board the ship under the general accident insurance conditions. It starts after entering the boat and ends with leaving. The use of the dinghy is included in the insurance.

2. Insured Persons

All eligible boat passengers are insured with the exclusion of persons who are professionally involved in the maintenance and care of the boat.

3. Scope of Service

3.1 In the event of a claim, the sum insured shall be shared by the number of people on board at the time of the accident. Each person is insured for the corresponding part of the sum insured.

3.2 If a single insurance has been concluded for the skipper, the insurance sum is available to him alone and will not be divided. This is noted accordingly in the policy.

4. Children and Youth

For persons under the age of 18 years, the additional conditions for child accident insurance including poisoning apply in addition to the AUB.

5. Exclusions

No insurance cover exists in the event of accidents that occur to the insured as a result of being involved as a driver, passenger or occupant of a motor vehicle in driving events, including the associated exercise runs, in which the achievement of maximum speeds is important.

6. Inclusion of Salvage Costs

6.1 The insurance covers, according to the application, up to € 60,000, - for the skipper and the crew, regardless of the number of persons on board, also for the spent costs of salvage:

6.2 for searches for accident victims, even if there is only the presumption of an accident, and in distress due to storm or severe damage to the vessel;

6.3 for the rescue of accident victims and their transfer to the nearest hospital, including the necessary additional costs incurred as a result of the accident for the return to the hometown;

6.4 for the return transport of accident deaths to the hometown.

6.5 If a single health insurance is completed and valid at the same time, compensation for salvage costs is only granted in the context of accident insurance insofar as the health insurer has fully fulfilled his contractual obligations and these have not been sufficient to cover the costs incurred. If the health insurer is indemnified or disputes his obligation to pay, the policyholder can directly contact the accident insurer.

7. Death Benefit

For the inclusion of the death benefit up to € 77,000.-, the numbers 1-5 apply mutatis mutandis.

9. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03" and the General Accident Insurance Conditions (AUB).

Special YACHT-POOL-Conditions
EU CS 20261117 for the

SKIPPERLEGALEXPENSES-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Insured Risk

Insurance coverage is provided within the framework of §§ 1 - 20 of the General Conditions for Legal Protection Insurance (ARB) as well as the following provisions:

2. Insured Persons

The skipper and his authorized crew as insured persons in their capacity as authorized operators and hold insurance coverage for foreign (ie not in their ownership) yachts which, unless otherwise expressly agreed, are exclusively used for private purposes. If the operation and management of the yacht is paid in return, this must be documented in the application and in the insurance policy.

3. Sum Insured

The coverage amount per legal protection case is € 200,000, -

4. Scope of Coverage

The insurance coverage includes:
4.1.1 Compensation for damages according to § 2 a) ARB
4.1.2 Administrative legal protection according to § 2 g) ARB
4.1.3 Criminal and administrative offense protection for the defense in proceedings for a yacht accident or the transfer of criminal and regulatory offenses in connection with the use of a yacht in accordance with § 2 i) and j) ARB.

Special Note
4.3 Contractual disputes are excluded from the insurance coverage.

5. Scope of Application

The scope of § 6 ARB is extended to the world.

6. Scope of Service

The insurer bears the costs of the insured procedures in the context of § 5 ARB. If the place of jurisdiction is outside the scope of application stated in § 6 ARB, the insurer bears the costs, contrary to § 5 (1) (b) ARB:
6.1.1 of the own and opposing lawyer in civil cases up to the amount of the legal fees according to Lawyers' Compensation Act (RVG) from a value in dispute up to € 256,000, -;
6.1.2 in criminal and administrative offense proceedings up to 2 times the maximum fees provided for by the Lawyers' Compensation Act (RVG).

7. Obligations

As obligations, the violation of which causes the indemnification of the insurer, shall apply

7.1 the policyholder has the necessary regulatory authority to operate the yacht;

7.2 the policyholder is not in a state affected by alcohol, narcotic drugs or drug abuse at the time of the insured event and that he fulfills his legal obligation to check his breath for alcohol, present himself to a doctor, examine himself and have his blood taken;

7.3 the policyholder fulfills his legal obligations of reporting, notification and assistance after a yacht accident.

7.4 The obligation to provide benefits remains with the policyholder and the co-insured persons, insofar as they neither knew nor must have known about the breach of these obligations. Indemnification for breach of duty according to numbers 7.1 to 7.3 only exists if the cited circumstance has been stated in the award or in the justification of a final decision of a court or administrative authority issued in connection with the claim. Services provided by the insurer must be repaid.

8. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03" and the General Legal Protection Insurance Conditions (ARB).

Special YACHT-POOL-Conditions
EU CS 20261117 for the

CHARTERDEPOSIT-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Insured Risk

1.1 If the insured person / persons are entitled to the insurance company for culpably caused damage, the insurer shall be liable up to the amount of the damage incurred, but no more than the sum insured stated in the insurance application. The deductible per damage event is 5% of the deposit or the lower damage, but at least **€ 50, -.**

1.2 The insurance covers chartered water sports craft including equipment, unless otherwise agreed in the insurance application.

1.3 Free use / lease agreements between charterers and charterer companies as private individuals require the prior consent of the insurer and must be submitted to YACHT-POOL upon application in accordance with the YACHT-POOL application form for use transfer.

1.4 The maximum amount insured is the amount of the deposit agreed in the respective charter contract.

1.5 The insured amount of the deposit must not be lower than the deposit agreed in the charter contract, otherwise the policiholder is underinsured. In this case, deposit losses are only regulated in proportion to the amount of the agreed deposit insurance to the amount of the security agreed in the charter contract.

1.6 The deposit insurance does not release from the obligation to pay the deposit at the base.

2. Insured Persons

Insurance coverage is provided to the skipper as the policyholder and the authorized crew as co-insured persons.

3. Settlement of Claims

As proof of the damage occurred the following has to be provided:
- Repair invoice or quotation
- Voucher / proof for the payment made
- detailed description of the course and extent of the damage. This description must be confirmed by the skipper and all crew members by their signature.
- Charter contract (copy)
- crew list (copy)

4. Exclusions

4.1 The insurer is released from the benefit if the insured event was intentionally caused. If the damage was caused by gross negligence, a reduction of the replacement benefit can be made according to the extent of gross negligence. The regatta risk is - unless otherwise agreed - excluded. Concerning the legal consequences of breaches of obligations are listed in section 28 (2) VVG.

4.2 The deposit insurance does not apply to skippers who organize charter cruises for their own account or who lead the ship for other monetary benefits; Unless otherwise agreed in the policy.

4.3 The skipper is obliged to have confirmed the damage free return of the yacht. Subsequent claims for damages can not be accepted.

5. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03".

Special YACHT-POOL-Conditions
EU CS 20261117 for the

CHARTERCONSEQUENTIALDAMAGE-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Insured Risk

Insured is the legitimate financial loss suffered by the yacht owner or charter company due to the policyholder (skipper) chartering the yacht and, because by fault of the skipper or his crew, the yacht got damaged and cannot be used for the subsequent charter.
The insurance provides its benefit if the charterer is obliged to pay damages:

1.1 due to statutory provisions or

1.2 due to the provisions of the charter contract, or

1.3 due to weather conditions (due to strong wind with peak gusts over 7 Bft) a harbor located on the way to the destination was entered or could not be left and therefore the yacht could not be returned on time, or

1.4 due to personal injury caused by accident, or

1.5 in acute illness with hospitalization, which does not enable the skipper and / or crew to return the vessel in time to the base. (In case of damage we need a medical certificate on the spot to regulate the damage in case of illness.)
The insured yacht length must not be less than the yacht length specified in the charter agreement.

1.6 If the insured yacht length is less than the yacht length specified in the charter agreement, this constitutes underinsurance.
In this case, benefits from the charter consequential damage insurance will only be paid in proportion to the insured yacht length to the yacht length specified in the charter agreement.

2. Insured Persons

Insurance coverage is provided to the skipper as the policyholder and the respective crew members.

2.1 License Clause
If a regulatory authority permit is required to operate a water sport vehicle, the insurer will remain exempt from the obligation to perform the service if the responsible driver does not have the officially prescribed permit when the insured event occurs.

2.2 The obligation to perform remains if the skipper was allowed to assume the license without fault.

3. Provided Benefits

The insurer replaces the damage caused to the charterer by revenue shortfall in lost charter days. The insurer's assessment basis for the days of absence set out in point 1 corresponds to the daily rate resulting from the proportionate calculation of the yacht's pure charter (excluding additional services, such as flight costs etc.) in accordance with the charter contract of the subsequent charterer.
Days of absence include days for which the yacht was chartered prior to the occurrence of the claim and for which no yacht of the owner could be made available for alternative use.
Should the insured skipper be absent due to an accident, and there is no co-skipper to return the yacht to the base in time, the cost of a replacement skipper returning the yacht will be reimbursed as normal.
In the event of late return of the yacht due to accidental personal injury, weather-related circumstances (see section 1.3 - 1.5) or in case of acute illness with hospitalization, no deductible will be charged. In all other cases, the first 3 days of absence will not be replaced. The total performance is limited to: € 25,000, -

4. Not insured

4.1 The downtime of the yacht due to engine failure,

4.2 Damage not caused by the charterer or his crew (eg force majeure, lightning, etc.),

4.3 Damage incurred in regattas, unless the cover of the regatta risk is agreed separately.

5. Obligations of the Policyholder

As proof of the damage occurred the following has to be provided:
5.1 Report of the damage signed by the skipper and all passengers of the yacht at the time of the damage event

5.2 Copy of the complete charter contract

5.3 Copy of the complete follow-up charter contract of the charterer, who was unable to take over the ship he had booked due to the damage

5.4 Report by the agency, or the charter company, to which vessel the subsequent charterer has been rebooked

5.5. Confirmation of the agency that it was not possible to transfer the booking to a suitable ship

5.6 License of the skipper

5.7 A meaningful weather report

6. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03".

Special YACHT-POOL-Conditions
EU CS 20261117 for the

CHARTERCANCELLATION-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Level of Insurance

The insurer pays compensation:

1.1 In the event of non-commencement of the charter for the cancellation costs owed to the charter company or other cancellation costs contractually incurred by the insured in connection with the charter.

1.2 In the event of cancellation of the journey for the demonstrably incurred additional return travel costs and the other additional costs of the insured directly caused thereby, provided that arrival and departure are included in the insured arrangement; this also applies in the event of subsequent return. The reimbursement of these costs will be deducted in relation to the type and class of means of transport, accommodation and meals on the quality booked by the trip. If, contrary to the booked trip, the return journey by plane is required, only the cost of a seat in the simplest aircraft class will be reimbursed. Not covered are medical costs, costs for escorts and costs for the transfer of a deceased insured person. The insurer shall be liable to pay benefits in the amount of 1. if, as a result of one of the following important reasons, either the inability to travel of the insured person according to general life experience is to be expected or if the commencement of the journey or its scheduled termination can not reasonably be expected:

1.3 In the event of death, serious accident or unexpected serious illness of the insured, his or her spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law or, if the journey was booked for 2 persons, also for the second person, provided he/she is also insured;

1.4 In case of vaccine intolerance of the insured person or, in the case of joint travel, of his spouse, minors or siblings of the insured person or of the parents of a minor insured and registered life partner, if the relative is also insured;

1.5 In the event of damage to the property of the insured or, in the case of joint travel, one of the insured's relatives referred to in 1.5 above as a result of fire, natural disasters or willful intent of a third party, if the damage is considerably large in proportion to the economic situation and assets of the insured person or if his presence is necessary to assess the damage.

1.6 With resignation because of pregnancy and all associated complaints and illnesses.

2. Exclusions

The insurer is not liable:
2.1 For the dangers of war, civil war or war-like events, and those arising from the hostile use of war tools and the presence of war tools as a result of any of these dangers, political violence, riots, other civil unrest and nuclear energy.
2.2 The insurer is exempted from the obligation to pay if the policyholder was able to foresee the insured event at the time the insurance was completed (pre-illness) or if the policyholder / insured intentionally caused it. If the insured caused the damage by gross negligence, the insurer is entitled to reduce its performance in proportion to the seriousness of the policyholder's fault.

3. Insured Value, Sum Insured, Deductible

3.1 The insured sum should correspond to the full advertised travel price (insured value). Costs for services not included therein (eg additional programs) are also insured if they have been taken into account in the amount of the insured sum. The insurer is liable up to the amount of the insured sum minus deductible; If the demonstrably incurred additional return travel costs exceed the insured value, the insurer will also replace the amount exceeding the insured value less deductible.

3.2 For every insured event, the insured person carries a deductible. This is - unless otherwise agreed - determined to 20 %.

3.3 The insured withdrawal sum must not be lower than that agreed in the charter contract (plus any flights, if applicable), otherwise underinsurance exists. In this case, resignation damages shall only be regulated in proportion to the amount of the agreed charter resignation insurance at the charter amount agreed in the charter contract.

4. Obligations of the Policyholder and the Insured in case of Damage

The policyholder / insured is obliged to:

4.1 Notify YACHT-POOL without delay of the occurrence of the insured event and at the same time cancel the trip at the booking office or, in the case of the trip already started, with the tour operator;

4.2 to provide YACHT-POOL, as far as reasonable, any relevant information and to provide all necessary evidence of his own accord, in particular medical certificates of illness, accident, vaccine intolerance;

4.3 At the request of the insurer, release the doctors from confidentiality in relation to the insured event, insofar as this request can be legally fulfilled.

4.4 If the policyholder / insured violates one of the above-mentioned obligations, the insurer is released from the obligation to perform the service, unless the breach is neither based on intent nor on gross negligence.
In the event of grossly negligent breach, the insurer shall remain obligated insofar as the breach has neither influenced the determination or the scope of the service of the insurer.

5. Group of people (Crew)

The insurer is also liable for performance in the scope of point 1, if the risks according to the points 1.4 - 1.6 for the group of persons (crew) described in the insurance certificate have occured. In the event of damage, the crew list with the names of the crew members submitted to the agency must be presented.

6. Absence of the Skipper/ Travel Cancellation

The insurer pays compensation:

6.1 In case of non-use of the yacht for one of the important reasons stated in 1.4 - 1.6 of the conditions for the cancellation fees (absence of skipper) contractually owed by the insured to the charter company;

6.2 In the event of premature termination of the journey for one of the important reasons stated in points 1.4 - 1.6 for the unused portion of the costs of the charter, if a resale was not successful (absence of the skipper); This regulation applies only if the trip has to be canceled due to the failure of the skipper and no replacement skipper can be procured.

6.3 In the event of premature termination of the journey (crew member's failure) for one of the important reasons stated in points 1.4 - 1.6 for the unused portion of his pro rata charter costs. This share is calculated according to the quota or the actual personal costs of the persons on the crew list deposited with the respective charter company or YACHT-POOL.

7. Payment of Compensation

If the insurer's obligation to pay is determined on the merits and the amount, the compensation must be paid within 2 weeks.

8. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03".

YACHT-POOL- Product Information Sheets
to the Yacht Insurances 03 EU-CY 20261117

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

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You will find the corresponding insurers for each insurance product in your offer.

This summary of the essential contents of our yacht insurances offers you an initial overview (not a complete presentation). Comprehensive information on the product - so-called contractual provisions - are contained in the insurance documents (application, insurance certificate, additional agreements, consumer information and insurance conditions).
Please note that this overview does not replace any advice or reading of the contract terms.

What kind of insurance is it?

Charter Insurances **The following section is valid for all products.**

What is to be considered?

! The yacht insurances apply to the use of a chartered water sports vehicle (hereinafter "yacht"), which is chartered based on a written charter contract and used for private purposes.
! The policyholder must be the skipper. Co-insured by the skipper are his crewmembers.

What is not insured?

We cannot insure all conceivable cases. Otherwise we would have to demand a considerably higher premium. Therefore, we have excluded some cases from the insurance coverage, for example:
✗ For certain risks, you need a separate insurance. E.g. a for a non-private, a professional or commercial activity as a skipper.
✗ Damage due to intentional action;
✗ Damage that occurs when participating in motorboat races

Where am I insured?

Charter insurance is generally valid worldwide except in Australia, U.S.A., Canada and New Zealand. Optionally, a coverage for the aforementioned countries is possible on request.

What obligations do I have?

● Pay the insurance premiums in due time and in full so as not to endanger the insurance cover.
● The questions in the application must be answered truthfully and completely.

● Let us know if there are any changes to your original details in the offer or later during the term of the contract.
In case of damage
● Inform us about every claim immediately.
● You are required, as far as possible, to avert and mitigate the threat of damage.

When and how do I pay?

The contributions have to be paid annually. You can also give us a direct debit authorization – as usually done. If you give us a direct debit authorization, please provide sufficient funds on your account, otherwise the coverage is endangered.

When does the coverage begin and end?

The contract is concluded for the time specified in the insurance policy. Please note that the insurance coverage does not start until the first premium has been paid within two weeks of receiving the insurance certificate. In case of a direct debit authorization, coverage is independent from the time of transfer. With a contract period of at least one year, the contract is extended by one year each year, if we have not received your notice of cancellation at least one month before the end of the respective insurance year.

How can I cancel the contract?

You or we may terminate the contract with a notice period of one month from the anniversary date of commencement. In addition, you and us have further termination rights. This includes e.g. the right that you or we can terminate the con- tract early if we have provided a service.

Skipper Liability Insurance

What is insured?

✔ The object of Skipper Liability Insurance is to examine liability claims asserted against you, to satisfy justified claims and to avert unjustified claims arising from the use of a chartered water sports vehicle. Skipper liability insurance is subsidiary, i.e. other insurance, in particular water sports liability insurance of e.g. organizers or charter companies are advancing this insurance.

✔ It covers the main liability risks in the private practice of water sports with a chartered / rented water sports vehicle. This includes, for example, the following damages:

✔ Damage caused by you to third parties or their property as a skipper of a chartered yacht.

✔ Property damage to the chartered yacht itself is exclusively insured as a result of **gross negligence**, provided that this is decided by a judicial decision or the express consent of the insurer. The agreed sum insured can amount to up to 10 million euros. The actual amount can be found on your insurance certificate.

✓ In addition, it is agreed that amounts up to € 52,000, that must be paid by the policyholder abroad will be paid in advance in order to be spared from prosecution measures for the time being (penalty deposit).

What is not insured?

Property damage to the chartered yacht as a result of ordinary negligence or for no fault is not insured, as this is where the hull insurance of the yacht or a charter-deposit insurance applies.

Are there any coverage restrictions?

We cannot insure all conceivable cases. Otherwise we would have to demand a considerably higher premium. Therefore, we have excluded some cases from the insurance coverage, for example:

! Damage to the engine if caused by its improper operation;

! We pay for damages up to the agreed sum insured. If a deductible has been agreed, this must be taken into account for each insured event.

What obligations do I have in a case of damage?

● Liability damages are always to be reported immediately to the port captain, according to instructions of the port captain also to the police.

● Also report any damages immediately to the charter company.

● Support us in the determination and settlement of claims, for example by informing us about all court or administrative proceedings (e.g. dunning procedures or legal action) in connection with the damage you have suffered. Always file legal remedies (e.g. objection) within these procedures in due time. We then run the process on behalf of you and pay the costs. Give the solicitor the required information and provide the required documents.

Skipper Accident Insurance

What is insured?

✓ All eligible boat passengers of the chartered water sports vehicle are insured with exclusion of persons who are professionally involved in the maintenance and care of the boat. The insurance coverage extends to all accidents on board of the water sports vehicle and the dinghy, which affect the legitimate occupants. It starts with entering and ends with leaving the boat

✓ In the event of a claim, the sum insured shall be shared by the number of people on board at the time of the accident. If a single insurance has been concluded for the skipper, the insurance sum is available to him alone and will not be divided. This is noted accordingly in the policy.

✓ Insurance coverage exists for accident events; these occur when the insured person involuntarily suffers damage to health as a result of an event that suddenly affects him/her from the outside. If agreed, the following types of benefits can be insured:

✓ Salvage costs - already if an accident threatens

✓ disability

✓ death

What is not insured?

✗ Accidents of the insured person caused by intentional crimes.

✗ Accidents that do not happen on board.

✗ Persons who need permanent care for the ordinary and regularly recurring activities of daily life and largely depend on foreign aid.

✗ Mentally or psychologically ill persons whose health disorder is so severe that they require institutional care or constant supervision.

Are there any coverage restrictions?

! Accidents caused by loss of consciousness as well as strokes, epileptic seizures or other seizures.
! Accidents caused directly or indirectly by war or civil war events.

What obligations do I have in a case of damage?
● You or the insured person must immediately consult a doctor, follow his orders and inform us after an accident that is likely to result in a liability.

Skipper Legal Expenses Insurance

What is insured?
The legal protection extends to certain types of typical water sports benefits:
✓ Compensation legal protection
✓ Administrative legal protection
✓ Criminal and administrative offense legal protection

What do we compensate?
✓ Legal fees of your lawyer.
✓ Costs for courts and bailiffs.
✓ Compensation for witnesses and experts the court designates.
✓ Costs of the opposing party, if you are obliged to bear them.
✓ The sums insured can be found in the policy.

What is not insured?
✗ Contract legal protection is not insured. That means disputes with the charterer about the charter contract are not insured.

Charter Deposit Insurance

What is insured?
✓ Insured are the charter company's claims against the insured or his crew if they are held liable for a culpably caused damage to the chartered yacht.
✓ In the event of damage, the insurer is liable up to the amount of the damage incurred, but no more than the sum insured stated in the insurance application. The maximum amount that is insurable is the deposit agreed in the charter contract.

What is not insured?
✗ The regatta risk is excluded, unless it has been agreed separately.

Are there any coverage restrictions?
! The deductible per damage event is 5% of the deposit or the lower damage, but at least € 50, -.
! If the damage was caused by gross negligence, a reduction of the replacement benefit can be made according to the extent of gross negligence.

What obligations do I have?
● The insured amount of the deposit must not be lower than the deposit agreed in the charter contract, otherwise the policiholder is underinsured. In this case, deposit losses are only regulated in proportion to the amount of the agreed deposit insurance to the amount of the security agreed in the charter contract.

Charter Consequential Damage Insurance

What is insured?
✓ The insurance covers the financial loss suffered by the owner or charter company of a yacht chartered by the policyholder because the yacht cannot be used for the subsequent charter due to culpable damage caused by the skipper or his crew.
✔ Returning too late due to weather (strong winds with peak gusts over 7 Bft.) or late returning due to personal injury, accident or acute hospitalization is also covered.
✔ In the event of damage, the insurer is liable up to the amount of the damage incurred, however, up to a maximum of EUR 25,000.

What is not insured?
✗ The regatta risk is excluded, unless it has been agreed separately.
✗ Downtime due to engine and transmission damage is not insured.
✗ Damage not caused by the charterer or his crew (force majeure, e.g. lightening)

Are there any coverage restrictions?

! In the event of late return of the yacht due to accidental personal injury, weather-related circumstances or in case of acute illness with hospitalization, no deductible will be charged. In all other cases, the first 3 days of absence will not be replaced.

What obligations do I have ?

- As a condition for the settlement of claims, we require documents that specify the event and the right to compensation. Please refer to the insurance conditions.
- If the insured yacht length is less than the yacht length specified in the charter agreement, this constitutes underinsurance.

In this case, benefits from the charter consequential damage insurance will only be paid in proportion to the insured yacht length to the yacht length specified in the charter agreement.

Charter Cancellation Insurance

What is insured?

✔ The cancellation fee that the skipper and / or crew must pay in the event of cancellation of the trip or no-show.
✔ If, due to the failure of the skipper, the trip is cancelled for all crew members, the entire cost of all travellers is insured.
✔ If a crew member fails, his pro rata costs are insured.
✔ Under certain conditions, additional return travel costs and the resulting additional costs are insured.
✔ Insured reasons for the inability to travel or their unreasonable implementation can be:
✔ Death or serious illness of the insured, spouse or close relative,
✔ Serious damage to the property of the insured, which makes his presence necessary.
✔ The sum insured can be found on your insurance certificate, it must correspond to the insured value of the entire insured travel services.
✔ Resignation from travels due to pregnancy and all associated complaints and illnesses.

What is not insured?

✗ Travel failures caused directly or indirectly by war or civil war events, political violence, riots, civil unrest or nuclear energy.

Are there any coverage restrictions?

! The insurer is exempted from the obligation to pay if the policyholder was able to foresee the insured event at the time the insurance was completed (pre-illness) or if the policyholder / insured intentionally caused it.
! If the insured caused the damage by gross negligence, the insurer is entitled to reduce its performance in proportion to the seriousness of the policyholder's fault.
! We pay up to the agreed sum insured. If a deductible has been agreed, this must be considered for each insured event.

What obligations do I have?

- The sum insured must not be lower than the insured costs, otherwise underinsurance exists. In this case, benefits are only regulated in proportion to the amount of the insured sum to the actually insured costs.

In case of damage

- Cancel the trip immediately at the booking office or the agency and request a confirmation.
- For claims settlement, we require documents proving the cause and amount of the payment claim, in particular medical certificates. Please refer to the insurance conditions.