



YACHT-POOL-General Conditions (AGB) for DAMAGE WAIVER

Information for Single Charter Cruises

This document is a translation. In case of doubt, the German original version applies

1. Insured Risk

1.1 The insurer will cover damages caused by fault up to the amount of the actual loss, limited to the insurance sum applied for.

1.2 The insured object is the chartered watercraft including equipment, excluding loss and theft (see exclusions 4.3).

1.3 Any private handover / free-of-charge usage between charterers and the charter company requires prior approval by the insurer and must be submitted together with the insurance application.

1.4 The maximum insured sum is limited to the amount of the deposit stated in the charter contract.

1.5 If the insured deposit amount is lower than the deposit in the charter contract, underinsurance applies, and compensation will be reduced proportionally.

1.6 The Damage Waiver does not release the insured from the obligation to pay the refundable deductible of EUR 500.

Please note (Duration / Eligibility)

1. Private skippers are insured for charter periods of up to 4 weeks per charter.
2. Commercial skippers (skippers who receive payment for the trip) are insured for charter periods of up to 2 weeks per charter.

2. Insured Persons

Insurance cover applies to the skipper as policyholder and also to the authorized crew members, who are co-insured.

3. Settlement of Claims

3.1 As proof of the damage occurred the following has to be provided:

- Repair invoice or quotation
- Proof of payment
- Detailed description of the course and extent of the damage. This description must be duly signed by the skipper and by at least one crew member
- Charter contract (copy)
- Crew list (copy)

Additional note:

The charter company is authorized to forward the above-mentioned documents to the insurer solely with the prior written consent of the skipper and/or the charter customer.

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 excluded unless otherwise agreed.

4.2 The insurer 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 cannot be accepted.

5. Contract Component

Additionally, the General Terms and Conditions (GTC) to the charter insurance 03 form part of this agreement.