

YACHT-POOL- Product Information Sheets

to the Yacht Insurances EU-CS20210310

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

DEUTSCHER YACHT-POOL Versicherungs-Service GmbH

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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 immediately. 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. After a contract period of one year, the contract ends automatically.



How can I cancel the contract?

It is no cancellation needed, the contract ends at the end of the insurance period.



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, here the

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



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.



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.

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.
- ✗ Engine and gear-box damage without external cause or due to faulty operation is not insured.



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 policyholder 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 Cancellation Insurance



What is insured?

- ✓ The cancellation fee that the skipper must pay in the event of cancellation of the trip or no-show.
- ✓ If, due to the drop out of the skipper, the trip is cancelled for all crew members, the entire charter cost is insured.
- ✓ Insured reasons for the inability to travel or their unreasonable implementation can be:
- ✓ Death or serious illness of the insured or close relatives, also a Corona-Infection
- ✓ The sum insured can be found on your insurance certificate, it must correspond to the insured value of the entire charter-costs.



What is not insured?

- ✗ Events caused directly or indirectly by war or civil war events, political violence, riots, civil unrest or nuclear energy.
- ✗ Cancellation due to pregnancy and all associated complaints and illnesses.
- ✗ The drop out of single crew-members is not insured.



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 minus a deductible of 20%.



What obligations do I have?

- The insurance shall be concluded not later than 7 days after the charter contract's conclusion and at least 30 days prior to the first day of the charter.
- 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.



YACHT-POOL-General Conditions (AGB) for CHARTER INSURANCE 04

SK CS 20210310

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

§ 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
- Charter-Deposit 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.

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. The Charter-Cancellation Insurance shall be concluded at the same time as the charter contract, but not later than 7 days after the charter contract's conclusion and at least 30 days prior to the first day of the charter.

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 receipt of 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.

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

§ 2 General contractual arrangements

1. Payment of the premium

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).

2. Insurance Contract

a) The insurance contract is concluded by the receipt of the insurance certificate.
b) The insurance is valid for 12 months from the date of commencement of the insurance (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 insurance **IS NOT** extended automatically. 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 (see also: <https://www.yacht-pool.sk/doklady.php>

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. 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 SK CS 20210310 for the

SKIPPERLIABILITY-INSURANCE

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1. 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 Damages to the chartered yacht due to force majeure, simple fault, gross negligence

2.2.1 Force majeure, simple fault

The skipper liability insurance **does not cover** damage due to simple fault (normal negligence) or force majeure on the foreign motor-yacht or the foreign sailing-yacht, which is used for private purposes on the basis of a written charter contract.

Note:

Such damage is usually borne by the hull insurance of the ship or the charter company. The skipper is typically liable up to his deposit, or with a deductible per claim. Further details are regulated by the charter contract. This liability is not the subject of this Skipper liability insurance (Charter deposit insurance).

2.2.2 Gross negligence

In the context of this Skipper liability insurance are damage to the foreign motor-yacht or the foreign sailing-yacht, which is used on the basis of a written charter contract for private purposes, **insured only as a result of gross negligence**. This 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 maximized once per year.

Note:

Property damage to the chartered yacht (including equipment and accessories as well as dinghy and outboard motor) due to gross negligence are **usually not replaced by the hull insurance of the charter ship**. In such cases, the skipper is liable up to the ship value

plus additional costs. The skipper liability insurance of YACHT-POOL protects against this risk.

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. 2.2.2 (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 liability claims of relatives and life partners who live with the policyholder or crew members in a common household;

3.9 Not insured are third-party liability claims in the event of damage to property and personal injury, insofar as these amount to less than EUR 150;

3.9.2 are liability claims of crew-members against the policyholder in the event of damage to property, insofar as these amount to more than EUR 2.500,-;

3.10 are liability claims, insofar as they exceed the scope of the statutory liability because of a contract or special commitment;

3.11 are claims for liability on the base of punitive damages;

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

4. Subsidiarity

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 Conditions (GC) to the charter insurance 04".



Special YACHT-POOL-Conditions SK CS 20210310 for the

SKIPPERACCIDENT-INSURANCE

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

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.

8. Contract Component

are also the "General conditions (GC) to the charter insurance 04" and the General Accident Insurance Conditions (AUB).



Special YACHT-POOL-Conditions SK CS 20210310 for the

CHARTERDEPOSIT-INSURANCE

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

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 Insured are chartered water sports vehicles (unless otherwise agreed in the policy).

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 policyholder 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.

4.4 Engine and gear-box damage without external cause or due to faulty operation is not insured.

4.5 The regatta risk is - unless otherwise agreed – excluded.

5. Contract Component

are also the "General Conditions (GC) to the charter insurance 04".



Special YACHT-POOL-Conditions SK CS 20210310 for the

CHARTER CANCELLATION-INSURANCE

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1. Level of Insurance

Insured is the skipper. The insurer pays compensation:

- 1.1 In the event of non-commencement of the charter for the cancellation costs owed to the charter company.
- 1.2 The insurer shall be liable to pay benefits in the amount of 1.1 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 (also a corona-infection) of the insured, his or her spouse, children, parents, siblings.

2. Exclusions

No benefits are paid for:

2.1 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 for the costs of cancellation because of pregnancy and all associated complaints and illnesses.

2.3 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.

2.4 The insurer is exempted from the obligation to pay if the insurance was concluded later than 7 days after the charter contract's conclusion and not at least 30 days prior to the first day of the charter.

3. Insured Value, Sum Insured, Deductible

3.1 The insured sum should correspond to the stated price of the charter (insured value). Costs for extra services and activities are not included therein. The insurer is liable up to the amount of the insured sum minus 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 sum must not be lower than the agreed charter-fee according to the charter contract, otherwise underinsurance exists. In this case, cancellation damages shall only be regulated in proportion of the insured sum to the charter-fee 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 case of the trip already started, at the charter-provider;

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, etc.

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. Drop-out of the Skipper/ Travel Cancellation

The insurer pays compensation:

5.1 In case of non-use of the yacht for one of the important reasons stated in 1.3 of the conditions for the cancellation fees (absence of skipper) contractually owed by the insured to the charter company;

5.2 In the event of premature termination of the journey for one of the important reasons stated in points 1.3 for the unused portion of the costs of the charter, if a resale was not successful. This regulation applies only if the trip has to be canceled due to the drop-out of the skipper and no replacement skipper can be procured.

6. 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.

7. Contract Component

are also the "General Conditions (GC) to the charter insurance 04".