

# Insurance policies for your charter trip

**Worldwide  
Carefree  
Easy**



**Hamburger  
Yacht-  
Versicherung  
Schomacker**



**Skipper third party liability insurance**



**Travel cancellation costs insurance  
Insurance for charter operator's insolvency**



**Guarantee insurance for security deposits**



**Skipper passenger accident insurance**

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

## Dear skipper, dear charter crew!

**You have booked your holiday – and the anticipation is growing. To make sure you get to enjoy a carefree and untroubled charter trip, we have summarised the key insurance policies here.**

We know from experience what charter crews are in for when worst comes to the worst, which is why our insurance policies are tailor-made especially for charter trips. Therefore, we have compiled detailed explanations, examples, premiums and advice on what to do in the event of a loss for your information. Taking out any of our policies is quick and easy. You will find detailed explanations in

this brochure.

You concentrate on your holiday – we take care of your security.

We wish you a nice charter trip!

Your crew at Hamburger Yacht-Versicherung

### Info



Your direct line to  
Hamburger Yacht-Versicherung

Phone +49 40/36 98 49 - 49  
Fax +49 40/36 98 49 - 11  
[info@schomacker.de](mailto:info@schomacker.de)  
[www.schomacker.de](http://www.schomacker.de)





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**Yacht Charter  
Played Safe.**



**Enjoy your holiday to the full.**

# Take care of your crew and yourself with our Extended Skipper's Third Party Liability Insurance

In the normal course of events the yacht you are sailing will be covered by liability and hull insurance. Nevertheless, it repeatedly is the case that the insurer will not pay out in certain cases, or the amount of cover is insufficient or the terms of the agreement are too restrictive. This is covered by our Extended Skipper's Third Party Liability Insurance.

A few examples:

a) When entering the boating harbour at Marmaris the skipper fails to notice an incoming yacht. A collision occurs. The amount of cover under the liability insurance for the yacht is insufficient to settle the amount of damage sustained by the damaged yacht. The gap in the cover is filled by your Extended Skipper's Third Party Liability Insurance, which covers personal injury and damage to property up to EUR 5,0 Mio.

If, as a result of a damage event of this kind, the yacht is impounded, any security deposit up to EUR 50.000,00 is likewise insured under the Extended Skipper's

Third Party Liability Insurance.

b) While on a cruise around Mallorca the yacht capsizes in a storm. A member of the crew is lost at sea. The relatives sue the skipper because he supposedly failed to notice shallows. The boat liability insurance for the yacht does not cover any claims of those on-board against the skipper. In this case, too, the Skipper's Third Party Liability Insurance will pay out. In the case of damage to property a deductible of EUR 150,00 will be payable.

c) The hull insurance company refuses to compensate for the damage caused to the yacht operated by you due to gross negligence. The owner demands that you pay for this damage. Damage events of this type, where there is officially proven gross negligence on the part of the policy holder, are insured up to the sum of EUR 550.000,00 with a deductible of EUR 2.500,00 - after deposit - under the terms of our Extended Skipper's Third Party Liability Insurance.

d) If, due to damage for which you are culpable, a following charter has to be can-

celled because the yacht is not delivered in time from the boatyard, the proven loss of charter income is also insured up to EUR 17.500,00, whereby the first three days of loss of charter are treated as a deductible payable by you.

As your contractual partner, the Extended Skipper's Third Party Liability Insurance covers claims raised against you and wards off unjustified claims.

The insurance covers 6 weeks of charter during the insurance year, so the insurance may be used for two or three trips in one year, as long as the maximum duration of 6 weeks is not extended. If you charter more

than this during a year's time, we offer a yearly cover that also includes bigger yachts.

[Please find details and premiums on the following pages.](#)

For professional skippers we offer a special product - please contact us:

Phone +49 40 / 36 98 49 - 49



# Special terms and conditions for Skipper's Third Party Liability Insurance (SH 2008)

## 1. Insured

is the statutory liability of the policy holder arising from the possession and use of a chartered/hired vessel, where the vessel is used exclusively for private purposes -without professional crew-. The insurance cover is provided on a subsidiary basis. This means that the insurance provided under this agreement only covers claims that (including partially) are proven not to be covered by alternative insurance agreements (including third-party arrangements).

## 2. The insurance cover also extends to

- a) the personal statutory liability of the skipper in charge and the other persons authorised in the operation of the craft together with the crew members,
- b) the use of dinghies with auxiliary engines up to a maximum engine power of 20 HP,
- c) the statutory liability associated with towing water-skiers and parascenders,
- d) the personal statutory liability of water-skiers during the time that such persons are being towed by the boat,
- e) contrary to Paragraph 7.5 (1) AHB in conjunction with Paragraph 7.4 (1) AHB claims for compensation of co-insured parties among one another by reason of:
  - 1) personal injury and
  - 2) damage to property provided this exceeds EUR 150,00 per insured event.

Claims for compensation of the policy holder against the co-insured persons are covered to the same extent.

## 3. Insurance cover does not extend to

- a) the personal statutory liability of parascenders,
- b) the statutory liability in relation to damage arising from participation in motorboat races or sustained during practice sessions conducted as preparation for such events,
- c) Claims for compensation through the knowing breach of statutes, regulations or duties in relation to handling flammable or explosive materials.

## 4. Damage to the operated yacht

including nautical equipment and loose items are not insured. But contrary to Paragraph 7.7 AHB claims for compensation arising from damage caused by the officially proven gross negligence of the policy holder. Based on the overall amount of cover defined under the agreement the cover per insured event and insurance year amounts to EUR 550,000,00 with a payable deductible of EUR 2,500,00 per insured event after deduction of the security deposit.

## 5. The following also applies

### a) For damage sustained abroad:

- 1) Contrary to Paragraph 7.9 AHB - the insurance cover extends to statutory liability for instances of damage occurring anywhere in the world. The insurer will make payments of compensation in Euro. The insurer's obligations are deemed fulfilled from that time when a domestic bank has been instructed to carry out the transfer of the relevant Euro sum.
- 2) Contrary to Paragraph 7.9 AHB in the event that a watersports craft is provisionally confiscated in a foreign port, any requisite security deposit or bailment is only insured under the agreement up to a sum equivalent to EUR 50,000,00.
- 3) With regard to loss events in the USA or Canada, contrary to Paragraph 6.5 AHB, the expenses of the insurer deemed to be costs will be treated as compensation paid out and set off against the cover amount.

Costs are: Costs of attorneys, experts, witnesses and courts, expenses incurred in the avoidance or minimisation of damage at the time of or after the insured event as well as costs in the ascertainment of the loss, including costs of travel not incurred by the insurer itself. This also applies where these costs arose as the result of the insurer's instructions. Claims for compensation which have a penal character, especially punitive and exemplary damages, are not covered by the insurance.

### b) Operating the craft without the officially required license:

- 1) Where an official license is required for operating a watersports craft, the insurer is not obliged to pay compensation if the person in charge was not in possession of the officially prescribed license at the time that the insured event occurred.
- 2) The insurer remains liable to pay compensation to the policy holder, however, where the latter could reasonably assume that the skipper/ person in charge was in possession of the requisite license or where an unauthorised person took charge of the craft.

### c) For water pollution damage:

- 1) The scope of the agreement encompasses the statutory liability of the policy holder for the direct and indirect consequences of changes to the physical, chemical or biological properties of a body of water including the ground water (water pollution damage) whereby financial losses are treated similarly to damage to property, with the exception of water pollution damage caused
  - through discharging or dumping water pollutants in water or by otherwise deliberately interfering with water. This also

applies where the discharge or dumping is necessary in order to protect other legal interests.

- through the operationally unavoidable drip or escape of oil or other fluids from fuel tank caps, fuel pumps or from machine equipment on the vessel.

- 2) Excluded are claims for compensation against those persons (policy holder or co-insured parties), who caused the damage/ loss through intentionally acting contrary to the laws, regulations, public orders issued with respect to the policy holder or ordinance designed for water pollution control.
- 3) The insurance cover does not extend to damage caused directly or indirectly by war, other acts of hostile forces, riots, civil commotion, general strikes (in the Federal Republic of Germany or one of its States), or illegal strikes or directly caused by interventions or action of public authorities. The same applies to damage caused by force majeure where elementary natural forces have been in play.

### d) For personal injury and damage to property:

The insured amount for personal injury and damage to property is EUR 5,000,000,00 per insured event, whereby the total sum for all insured events within any one year of insurance is a maximum of twice this sum.

### e) For financial loss:

The insurance cover extends to claims for compensation on the part of the charter company or owner of the operated yacht for the loss of charter income due to damage caused by the policy holder or his crew.

The claim must be substantiated by:

- 1) a detailed damage report,
  - 2) the report from the adjuster relating to the damage sustained and the requisite duration of repairs,
  - 3) the actual charter agreement as well as
  - 4) the follow-up charter agreement or the rebooking documentation.
- The amount of cover is EUR 17,500,00 per loss event and year of insurance. The proportional costs of loss of use for 3 days will not be recompened.

Version 1/2008

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.



ALTE LEIPZIGER

Versicherung AG

pp.

Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2 • D-20457 Hamburg







## Third Party Liability Insurance: All details at a glance.



**The Extended Skipper's Third Party Liability Insurance covers the statutory third party liability of the policy holder in his/her capacity as charterer and skipper of a yacht worldwide.**

The following items/ events are also covered (under the General Terms and Conditions for Liability Insurance ("AHB") and the Special Terms and Conditions for Skipper's Third Party Liability Insurance – SH 2008):

-  Damage to the insured yacht in the event of proven gross negligence
-  Claims for compensation of the crew members among one another based on statutory liability
-  Security deposit/ bailment of up to EUR 50,000.00 in the event of confiscation in a foreign port
-  Yacht owners' claims for compensation with respect to loss of charter income resulting from culpable significant damage to the yacht, up to EUR 17.500,00

The insured sum payable amounts to EUR 5.000.000,00 overall for personal injury and damage to property. The total compensation payable for all insured events in one

year is limited to twice this insured sum. The third party liability insurance taken out for the chartered yacht is prior-ranking, so that Skipper's Liability Insurance always pays out on a secondary basis.

### Note concerning the premium table:

Please select "all types" if the duration of the charter exceeds a total of 6 weeks. This also applies to sailing yachts of over 15m in length, motor yachts of over 13m in length, or if you charter various types of yachts in the course of one year.

## Important



All policies are for one year's cover and are automatically extended for a further year, unless they are terminated in writing three months prior to expiry. If you opt

against automatic extension, please indicate this on the transfer slip.

### Premium Table including Fees and Insurance Tax

Sailing Yachts (max. 6 weeks)		Motor Yachts (max. 6 week)		Annual Cover
Length: up to 10m	up to 15m	Length: up to 10m	up to 13m	All types
<b>EUR 72,00</b>	<b>EUR 98,00</b>	<b>EUR 85,00</b>	<b>EUR 124,00</b>	<b>EUR 158,00</b>



# Compulsory information pursuant to paragraph § 1 of the Regulation on obligations on furnish information with respect to insurance agreements (VVG- InfoV)

## Skippers' Liability Insurance

**Pursuant to the Regulation of Obligations to furnish information with respect to insurance policies (VVG-Info) obliges the insurer to provide you with the following information in the prescribed order.**

### 1. Details of the insurer

ALTE LEIPZIGER Versicherung AG  
Alte Leipziger Platz 1 • D-61440 Oberursel  
Chairman of the Supervisory Board: Hermann Gühring Executive Board:  
Dr. Ingo Telschow, Sven Waldschmidt • Head Office: Oberursel (Taunus)  
Legal Form: German joint stock company • District Court: Bad Homburg  
v. d. H. Commercial Register (HRB) 1585 , TIN 045 223 0042 1

### 2. Address for service of the insurer

ALTE LEIPZIGER Versicherung AG  
represented by the Executive Board  
Dr. Ingo Telschow and Mr. Sven Waldschmidt  
Alte Leipziger Platz 1 • D-61440 Oberursel

### 3. Main business activity of the insurer and competent supervisory authority

Our main business activity is in the sale and conclusion of liability, accident, vehicle and property insurance.  
Competent supervisory authority:  
Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
(German Federal Financial Services Supervisory Authority)  
Bereich Versicherungen (Insurance section)  
Graurheindorfer Straße 108 • D-53117 Bonn

### 4. Details regarding the existence of a guarantee fund etc.

Insurance companies, the main business of which is in the sale and conclusion of liability, accident, vehicle and property insurance, are not required to maintain a guarantee fund or similar.

### 5. Key characteristics of the insurance benefit

The insurance agreement includes the General Terms and Conditions for Third-party Liability Insurance (AHB 88, 2008 Version) and the Special Conditions for the Skippers' Liability Insurance (SH 2008) as well as the other conditions that apply to the agreement by way of the German Insurance Agreement Act (VVG), the German Civil Code (BGB) and the Code of Civil Procedure (ZPO). Please refer to the conditions published in the brochure for further details.

### 6. Total price of the insurance

The premium for the insurance offered is stated in the premium tables enclosed in the brochure. All premiums listed are stated including insurance tax.

### 7. Additional costs as well as other taxes, fees or expenses

Where the agreement is executed fully in compliance with its provisions no other costs will be payable. We expressly indicate that additional costs such as charges for arrears may arise in cases of default with payment of renewal premiums.

### 8. Payment and settlement

The premiums set out under Paragraph 6 are due in advance of the stated period.  
The premium due is deemed settled once you have instructed a bank transfer to be made from your account and the account in question has adequate funds. If you pay in cash to make the payment, the premium due is deemed settled once it has been paid into the appropriate bank account.

### 9. Validity of the information provided

We shall be bound by the information provided to you until such time as we may revoke it.

### 10. Notice with respect to fluctuations in the financial instruments employed

No financial instruments are employed in administering this Skippers' Liability Insurance.

### 11. Details on the formation of the agreement

The insurance agreement will be concluded upon transfer of the insurance premium.

### 12. Right of withdrawal

Please refer to the general notes on this topic on Page 44.

### 13. Duration of the insurance agreement

The duration of the agreement is set out in the form/ bank transfer form enclosed in the brochure.  
The policy begins on the date stated on the transfer slip (at the earliest, when the premium has been paid into our account) and has a period of one year. If you have stated a Y on the transfer slip, the policy is extended by another year (automatic prolongation). You will then receive a new invoice for the renewal

premium. Otherwise the policy terminates automatically. Please note that insurance cover exists for either 6 weeks or a year (annual cover of all types) depending on the type of cover selected.

### 14. Termination of the policy

Agreements may be cancelled by you under certain conditions, even prior to the expiry of the agreed duration of the agreement. The applicable conditions for this are as follows.  
The agreement ends in accordance with the General Terms and Conditions for Third-party Liability Insurance (AHB).

### Cancellation upon expiry

Insofar that you do not opt for an automatic prolongation, the policy ends automatically - without any need for notice being given - one year after the starting date for the policy stated on the transfer slip. The policy will be prolonged from year to year (prolongation clause) provided you expressly request it by ticking „Y“ on the transfer slip. These policies can be cancelled at any time of expiry with a notice period of three months. Please send the cancellation to Hamburger Yacht- Versicherung.

### Termination following loss

After the occurrence of a loss event for which compensation is payable, you have the option of cancelling the relevant agreement within one month following the conclusion of the negotiations relating to compensation. The cancellation may not be made effective at any point in time after the end of the current insurance period.

### Cancellation Lapse of Risk/Increase of premium

It is not possible to cancel the agreement following the discontinuation of risk, instead this is only permitted at the normal time upon which the agreement expires. Our terms and conditions do not include the option of adjusting premiums, so the possibility of cancellation by reason of an increase in premiums is not relevant here.

### 16. Legal basis of the pre-contractual phase (negotiations etc.)

The pre-contractual phase is governed by the law of the Federal Republic of Germany.

### 17. Jurisdiction and applicable law

The contractual arrangements are governed by the law of the Federal Republic of Germany. The location of the competent court is defined under Paragraphs 13, 17, 21 and 29 of the German Code of Civil Procedure (ZPO).

### 18. Language

German is the authoritative language for contractual terms and conditions, and all information relating to the agreement as well as communications during the period of the policy.

### 19. Complaints and legal redress procedure

The company is a member of the Verein Versicherungs-ombudsmann e.V. (the insurance ombudsman association). This means that you may avail of the special service of consulting the independent neutral ombudsman where you do not agree with a particular decision. You need to submit your complaint within 8 weeks of receiving notification. The procedure is free of charge for you.  
Versicherungsombudsmann e.V. • P. O. Box 080632, D-10006 Berlin  
Phone: +49 1804/22 44 24, Fax: +49 1804/22 44 25  
e-mail: beschwerde@versicherungsombudsmann.de  
We expressly indicate that the option of pursuing legal remedies remains hereby unaffected.

### 20. Complaints to the supervisory authority

If you have reason for complaint, please write to ALTE LEIPZIGER Versicherung AG, Alte Leipziger-Platz 1, D-61440 Oberursel. Over and above this, you can also direct your complaint to the competent supervisory authority. The address is as follows.  
Bundesanstalt für Finanzdienstleistungsaufsicht • Bereich Versicherungen • Graurheindorfer Straße 108 • D-53117 Bonn

### 21. Special agreements

Additional agreements are only binding where these have been confirmed by the insurer in the insurance policy or a policy amendment.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.



# Extract from the General Terms and Conditions for Third Party Liability Insurance (AHB 2008), updated January 2008

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

## Extent of insurance cover

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- 2 Financial loss, theft and loss of property
- 3 Insured risk
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- 5 Payment of compensation
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## Inception of insurance cover / Payment of premiums

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- 9 Payment and consequences of delayed payment/initial or single premium
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## Extent of insurance cover

### 1. Object of the insurance, insured event

- 1.1 Insurance cover exists with respect to the insured risk for the event that a third party claims compensation from the policy holder by reason of a loss event (insured event) occurring during the term of the insurance agreement and which causes personal injury, damage to property or which results in a financial loss, the said claim being based on

#### PRIVATE LAW STATUTORY LIABILITY PROVISIONS.

The loss event is the event which causes the direct loss sustained by the third party. The actual time of the cause of the damage/loss triggering the loss event is irrelevant.

- 1.2 There is no insurance cover in respect of claims, even where these relate to statutory claims,

- 1) for the performance of contracts, supplementary performance, arising from self-performance, rescission, diminution, compensation in lieu of performance;
- 2) based on damage caused in order to be able to perform supplementary performance;
- 3) due to the inability to use the contractual object or due to the failure to achieve the results due under performance of the agreement;
- 4) for compensation of fruitless outgoings expended in reasonable expectation of proper fulfilment of the agreement;
- 5) for compensation of financial losses sustained due to the delay of performance;
- 6) due to other substitute performance rendered instead of fulfilment.

### 2. Financial loss, loss and theft of property

This insurance cover can by special agreement be enhanced to cover the private law statutory liability of the policy holder in respect of

- 2.1 Financial loss which is caused neither by personal injury nor damage to property;
- 2.2 Losses sustained through theft and loss of property; the provisions relating to damage to property are applied here.

### 3. Insured risk

- 3.1 The insurance cover encompasses the statutory liability
  - 1) relating to the policy holder's risks as specified in the insurance certificate and its addenda,
  - 2) relating to increases or widening of the risks specified in the insurance certificate and its addenda. This does not apply to risks

connected with the keeping or usage of vehicles, aircraft or vessels for which insurance cover is compulsory or for other risks which are subject to a duty to insure or arrange compulsory (liability) insurance,

- 3) in connection with risks that newly arise in relation to the policy holder following the conclusion of the insurance agreement (future risks cover) and which are regulated in detail in No. 4.

- 3.2 The insurance cover extends to increases in the insured risk caused by amendments to or enactments of new statutory provisions. The insurer may, however, cancel the agreement where the conditions set out in No. 21 are fulfilled.

### 4. Future risks cover

- 4.1 Risks which newly arise after the insurance agreement is concluded are immediately insured under the terms of the existing agreement.

- 1) The policy holder is duty bound, upon demand of the insurer, to notify it each new risk within one month. This demand may be issued along with the premium statement. If the policy holder fails to give the requested notice within the stipulated period, the insurance cover for the new risk will be rendered retrospectively ineffective from the time it arose.

If the insured event occurs before the new risk has been notified, it is incumbent on the policy holder to show that the new risk only arose after the insurance agreement was concluded at a time when the notice period had not yet expired.

- 2) The insurer is entitled to demand a reasonable premium in respect of the new risk. If no agreement has been reached as to the amount of the premium within one month after receipt of the new risk notification, the insurance cover will be rendered retrospectively ineffective from the time it arose.

- 4.2 The insurance cover for new risks from the time these arise until such time as agreement has been reached pursuant to No. 4.1 (2) is limited to the sum of EUR 1.000.000,00 for personal injury and EUR 500.000,00 for damage to property and – where agreed – EUR 50.000,00 in respect of financial loss, unless lesser sums of cover are specified in the insurance certificate.

- 4.3 The provision relating to future risks cover does not apply for risks

- 1) arising from the ownership, possession, storage or operation of a vehicle, aircraft or vessel where such craft are subject to the duties of registration, of possession of a permit/license to drive/fly/sail etc, or to duties to insure;
- 2) arising from the ownership, possession, storage or operation of trains;
- 3) which are subject to the duties to provide for insurance cover or to

have compulsory (liability) insurance;

- 4) that endure for a period less than one year and which therefore are to be insured under the terms of short-term insurance agreements.

### 5. Payment of compensation

- 5.1 The insurance cover extends to the examination of whether claims raised on the grounds of liability are justified, the defence against any unjustified compensation claims and the indemnification of the policy holder in relation to justified compensation obligations. Compensation obligations are justified where, due to statutory provisions, a legally enforceable judicial decision, by way of acknowledgement or settlement, the policy holder is duty bound to pay compensation and the insurer is bound by this obligation. Acknowledgement and settlements declared by the policy holder without the consent of the insurer are only binding on the latter insofar as the claim would have been established without the acknowledgement or settlement.

If it is determined that the duty of the policy holder to pay compensation is binding on the insurer, the insurer must indemnify the policy holder within two weeks from the third party claim.

- 5.2 The insurer is authorised, in the name of the policy holder, to issue all those declarations that appear expedient to it for processing the loss or defending against the compensation claim.

Where, following an insured event, a legal action is pursued against the policy holder with respect to compensation claims, the insurer is entitled to conduct the case. It will conduct the action in the name of the policy holder and at its cost.

- 5.3 Where, in connection with a criminal case related to a loss event that could trigger a compensation claim protected under this insurance cover, the insurer desires or approves that defence counsel be instructed for the policy holder, the insurer shall be liable for the fee scale-based costs, or if separately agreed, the higher costs of the defence counsel.

## Important notice

The complete General Terms and Conditions for Third Party Liability Insurance (AHB 2008) can be viewed at:

[www.schomacker.de](http://www.schomacker.de).

We can, of course, send you a copy if you wish.

# Important information regarding the Payment of Premiums

**Please pay special attention to the following information on completing the transfer slip and/or paying the insurance premium.**

**You can get insured this easily:**

Please pay the insurance premium for the chosen cover (see the table on page 7) by using the payment slip to the right. Please ensure that you enter the name and address of the skipper. The insurance cover commences on the requested date, at the earliest, however, upon the crediting of the premium to the bank account of Hamburger Yacht-Versicherung. When making a claim, this offer and the proof of payment for the premium (receipted payment slip or bank statement of the transfer), serve as proof of insurance.

## Important



All policies cover the period of one year and are automatically extended for a further year, unless they are terminated in writing three months prior to expiry. If you opt against automatic extension, please indicate this on the transfer slip on the next page.

### Payment of Premiums:

Please use the transfer slip to the right to pay or transfer the insurance premium. If you make an online transfer, please enter the exact information in the transfer slip to the right, so that we can identify and process your premium payment.

You can transfer or pay the premium in cash at banks, savings banks and post offices by using this transfer slip.

If you type the details, normal type form should be used.

If you fill in the details by hand, please use BLOCK CAPITALS.

**If you wish a confirmation of insurance please provide us with your email address.**

### For international transfers

please use the following account:

Hamburger Yacht-Versicherung

BIC: HASP DE HH XXX

IBAN: DE 35 20050550 1042145480

### Completion Tips:

**Amount:** Please select and enter the appropriate premium from the table on page 7. By selecting the premium you define the insurance cover for the chartered yacht.

**Commencement (Inception date of charter/insurance cover):** Requested inception date for insurance cover: please state day, month, year (e.g. 150409). Back-dating is not possible.

**MY/SY:** Please choose whether you are chartering a motor yacht or a sail yacht. Please enter YY for all types.

**LOA (Length over all):** Please indicate the length of the vessel in metres, rounded up to the nearest metre (e.g. 13.3 = 14).

**Postal code, place of residence (Skipper):** Please enter the postal code of the skipper's place of residence (five digit

postal code for the Federal Republic of Germany, for other countries the country indicator plus postal code (e.g. A 1040).

**Complete street address (Skipper):** Please enter the skipper's street name and house number.

**Surname (Skipper):** Please enter the name of the policy holder to whom the insurance applies. The skipper must be the person in charge of the yacht, his/her crew members are also covered by the insurance.

**Y/N:** Please indicate here whether you request an automatic extension of 1 year at a time (Y=YES) or no extension (N=NO). See note on the left under "IMPORTANT".

If you make a transfer, please sign the bank transfer form and enter your account number.

Important : Use only for Skipper's Third Party Liability Insurance

EU standard bank transfer slip

For remittance of amounts up to 12,500 Euros within EU member states  
territory only

The remitter bears any fees and disbursements charged by the bank acting on behalf of the remitter; the beneficiary bears any other fees and disbursements in connection with the remittance.

Name and seat of remitter's bank

Beneficiary: Surname, First name/ Company name (as a max. 27 characters, or max. 35 characters in typescript)

H A M B U R G E R Y A C H T - V E R S I C H E R U .

IBAN of beneficiary

D E 3 5 2 0 0 5 0 5 5 0 1 0 4 2 1 4 5 4 8 0

BIC (SWIFT-Code) of beneficiary's bank (8 or 11 digits)

H A S P D E H H X X X

EUR

Amount in Euro and Cent

Commencement (DDMMYY)

MY/SY

LOA

Postal code, place of residence (skipper)

Complete street address (skipper)

Surname (skipper)

Y/N

Account holder: Surname, First name/ Company name, City/Town

IBAN

BIC of account holder's bank

Account holder's account No.

13

EU-STANDARD



Date and Signature



# Travel Cancellation Insurance incl. Travel Curtailment Insurance Insolvency Clause

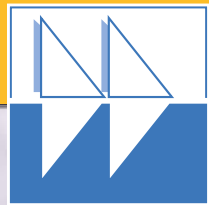
**Not every trip that has been booked  
can also be made.**

If the skipper is prevented from going on a voyage by reason of an insured event, the total costs of the charter trip will be compensated, subject to deduction of the excess (retention). If a crew member is unable to go on booked charter trip, the charter trip costs attributable to him/her are covered by this insurance, subject to deduction of the excess (retention).

Curtailment of travel is also insured. The unused portion of the charter fee will be covered by the insurance, subject to deduction of the excess (retention). Costs of travel to the travel destination as well as return travel costs can also be insured.

**For detailed information and premiums please refer to the following pages.**

Travel cancellation insurance and/or insolvency insurance must be arranged by transfer of the premium within 14 days of the charter booking date! If there are less than 30 days between the booking date and commencement of the trip, conclusion of the insurance agreement must take place concurrently with the travel booking. Delayed arrangement of insurance always results in the insurer's refusal to pay out compensation.



# General Terms and Conditions for Travel Cancellation Insurance (ABRV)

## 1 Scope of Insurance

### 1.1 The insurance provider pays compensation:

1.1.1 for any travel cancellation costs contractually due to the travel operator or a third party by the insured person in the event that the travel is cancelled;

1.1.2 in the event of travel curtailment for any proven additionally incurred return travel expenses and any other extra costs incurred as a direct consequence hereof, provided that the cost of travel to the travel destination and return travel expenses are covered by the insurance agreement; this also applies in the case of subsequent return travel. In the reimbursement of these expenses, with respect to the type and class of the means of transport as well as the accommodation and catering the quality as reflected by the booked travel is authoritative. If, contrary to the booked travel, the return trip must be made by plane, only the expenses for one seat in the lowest air travel category will be reimbursed.

Medical expenses, expenses for an accompanying person, as well as expenses for the transport of a deceased insured person are not covered.

1.2 The insurer is obliged to pay compensation within the scope of paragraph 1, if, as a result of one of the following causes, either the insured person's inability to travel can be expected in accordance with general life experience, or if he/she cannot reasonably be expected to start off on a journey or complete it in accordance with the plans that have been made:

- 1.2.1 death;
- 1.2.2 serious injury caused by accident;
- 1.2.3 unexpected serious illness;

1.2.4 intolerance to vaccination;

1.2.5 pregnancy;

1.2.6 damage to property of the insured person as a result of fire, acts of god or culpable commission of a crime by a third party, provided that the damage is significant or provided that the presence of the insured person is required for the ascertainment of the damage;

1.2.7 loss of employment by the insured person or a co-insured accompanying person by reason of an unexpected termination of employment by the employer for operational reasons;

1.2.8 acceptance of an employment relationship by the insured person or a co-insured accompanying person provided that this person was unemployed at the time the travel was booked;

1.2.9 if the travel was booked for 2 persons together, the second person, provided that this person is also insured.

1.3 Apart from the policy holder, insurance cover also extends to the following persons: the policy holder's spouse or his/her partner, provided the former and the latter live together in the same household, their children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law as well as persons who have booked a travel and taken out insurance for it together with the policy holder.

## 2 Exclusions

2.1 The insurance cover provided by the insurer does not extend to the following risks

2.1.1 war, civil war or warlike events and circumstances which, irrespective of a state of war, result in the hos-

tile use of war instruments as well as the presence of such instruments as a consequence of one of these risks;

2.1.2 strikes, lock-outs, unrest in connection with industrial action, terrorist acts or politically motivated acts of violence, irrespective of the number of persons involved, riots and civil commotion;

2.1.3 confiscation, forfeiture and other interventions by public authorities;

2.1.4 the use of chemical, biological, bio-chemical substances or electro-magnetic waves as weapons capable of causing public danger irrespective of any contributing factors;

2.1.5 nuclear energy and any other ionising radiation;

2.2 The insurer is released from its obligation to pay compensation if the policy holder/ insured person has intentionally caused the occurrence of the insured event. In the cases of gross negligence, the insurer is entitled to reduce its payment in accordance with the degree of culpability on the part of the policy holder/ insured person.

## 3 Insured value, insured sum, deductible

3.1 The insured sum must fully cover the full travel fee as documented by the booking (insured value). Expenses for services not included therein (e.g. for an additional itinerary, flight expenses and transfer costs) are also insured if they have been taken into account in determining the agreed insured sum. The insurer is liable to pay compensation up to the insured sum minus deductible; if the proven additional costs of return travel exceed the insured value, the insurer shall also recompense the amount over and above the insured value minus

deductible.

3.2 If the occurrence of an insured event is the result of illness or personal injury caused by accident, the policy holder shall bear the deductible agreed per person respectively.

3.3 The policy holder shall bear a deductible with respect to every insured event. The deductible is set at EUR 25,00 per person.

If the occurrence of an insured event is the result of illness, the policy holder shall bear 20 per cent of the reimbursable costs himself/herself, as a minimum, however, EUR 25,00 per person.

The deductible is not applicable where a full inpatient hospital treatment became necessary by reason of unexpected serious illness.

## 4 Policy holder's obligations following the occurrence of an insured event

4.1 The policy holder/ insured person is obliged:

4.1.1 to immediately notify the insurer of the occurrence of an insured event and, at the same time, to cancel the travel arrangement or, in the case that the travel has already been commenced, to notify the travel operator of the curtailment of travel;

4.1.2 upon request, to provide the insurer with all relevant information and, without being explicitly requested to do so, to furnish the insurer with all requisite documentation, in particular to submit medical certificates regarding illnesses, injuries caused by accidents, intolerance to vaccination and/or pregnancy within the meaning of paragraph 1.2 enclosing the booking documents;

4.1.3 to furnish proof of a psychiatric condition by means of a medical certificate issued by a medical



- specialist for psychiatry;
- 4.1.4 upon the insurer's request to release the physicians from their duty of confidentiality in regard to the insured event, as far as it is legally permissible to comply with this request;
- 4.1.5 in the event of death, to furnish a death certificate;
- 4.1.6 in the event of loss of employment, to make available the relevant termination notice, and, in the case of acceptance of an employment relationship, to furnish the insurer with the competent employment office's notification regarding the suspension of unemployment benefit payments as proof of the establishment of a new employment relationship.
- 4.2.1 Should the policy holder/ insured person deliberately breach one of the obligations which he/she is to fulfil vis-a-vis the insurer following the occurrence of an insured event, the insurer is released from its obligation of paying compensation.
- 4.2.2 In the event of a grossly negligent breach of the above-mentioned obligations, the insurer is entitled to reduce its compensation in accordance with the degree of culpability on the part of the policy holder/ insured person. The insured person bears the burden of proof that there was no gross

negligence involved.

- 4.2.3 Except for cases of fraudulent misrepresentation, the insurer remains obliged, however, to pay compensation insofar as the policy holder/ insured person can demonstrate that the breach had causal influence neither on the occurrence or the ascertainment of the insured event nor the determination or the extent of the insurer's obligation to pay compensation.
- 4.2.4 If the policy holder/ insured person breaches one of the information obligations to which he/she is subject following the occurrence of an insured event, the insurer shall only then be wholly or partly released from its obligation to pay compensation where it has notified the policy holder/ insured person of this legal consequence by means of a written communication.

## 5 Payment of the compensation, Statute of limitation

- 5.1 Once the insurer's obligation to pay compensation has been established both with regard to its merits and amount, payment out of compensation must be effected within 2 weeks.

- 5.2 Claims under the insurance agreement become time-barred within three years. Where a claim under the insurance agreement has been asserted against the insurer, with regard to the ascertainment of the expiry of the limitation period the time period from the assertion of the claim until the insurer's decision has been communicated to the claimant in writing shall not be taken into account.

## 6 Final provisions

**Insofar as not provided to the contrary in the Terms and Conditions of Insurance, statutory law shall be applicable.**

### Special Terms and Conditions for Holiday Homes and Hired Yachts amending the General Terms and Conditions for Travel Cancellation Insurance (ABRV)

Provided that insurance is taken out upon conclusion of rental agreements regarding yachts, holiday homes or holiday apartments in hotels, paragraph 1 of the Terms and Conditions for Travel Cancellation Insurance (ABRV) shall be amended as follows:

The insurer pays compensation:

- a) for any travel cancellation costs contractually due to the lessor or a third party by the policy holder in the event that the yacht, holiday home, holiday house or holiday apartment in a hotel is not used for one of the reasons set out in paragraph 1.2 ABRV;
- b) for the un-used portion of the rental costs, where a subsequent hiring out of the rented object could not be effected, in the event that a premature return/ abandonment of the yacht, holiday home, holiday house or holiday apartment in a hotel takes place for one of the reasons set out in paragraph 1.2 ABRV.

All other provisions of the ABRV apply correspondingly.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

  
Versicherung AG

pp. \_\_\_\_\_



# Compulsory insurance pursuant to paragraph § 1 of the Regulation on obligations to furnish information with respect to insurance policies (VVG- InfoV)

## Travel Cancellation Insurance

**Pursuant to the Regulation on Obligations to furnish information with respect to insurance policies (VVG-Info) obliges the insurer to provide you with the following information in the prescribed order.**

### 1. Details of the insurer

ALTE LEIPZIGER Versicherung AG • Alte Leipziger Platz 1  
D-61440 Oberursel  
Chairman of the Supervisory Board: Hermann Gühring Executive Board : Dr. Ingo Telschow, Sven Waldschmidt • Head Office: Oberursel (Taunus) • Legal form: German joint stock company • District Court: Bad Homburg v. d. H. Commercial Register (HRB) 1585, TIN 045 223 0042 1

### 2. Address for service of the insurer

ALTE LEIPZIGER Versicherung AG  
represented by the Executive Board  
Dr. Ingo Telschow and Mr. Sven Waldschmidt  
Alte Leipziger Platz 1 • D-61440 Oberursel

### 3. Main business activity of the insurer and competent supervisory authority

Our main business activity is in the sale and conclusion of liability, accident, vehicle and property insurance.

Competent supervisory authority:  
Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
(German Federal Financial Services Supervisory Authority)  
Bereich Versicherungen (Insurance section)  
Graurheindorfer Straße 108 • D-53117 Bonn

### 4. Details regarding the existence of a guarantee fund etc.

Insurance companies, the main business of which is in the sale and conclusion of liability, accident, vehicle and property insurance, are not required to maintain a guarantee fund or similar.

### 5. Key characteristics of the insurance benefit

The insurance agreement includes the General Terms and Conditions for Travel Cancellation Insurance (German abbrev. ABRV) as well as the other conditions that apply to the agreement by way of

the German Insurance Agreement Act (VVG), the German Civil Code (BGB) and the Code of Civil Procedure (ZPO). Insurance cover within the scope of the policy is provided if the insured party cannot depart on the trip or the trip has to be cancelled due to the reasons stated under Sec. 2 ABRV (General Terms and Conditions for Travel Cancellation Insurance). Please refer to the conditions published in the brochure for further details.

### 6. Total price of the insurance

The premium for the insurance offered is stated in the premium tables enclosed in the brochure. All premiums listed are stated including insurance tax.

### 7. Additional costs as well as other taxes, fees or expenses

Where the agreement is executed fully in compliance with its provisions no other costs will be payable.

### 8. Payment and settlement

The premiums set out under Paragraph 6 are due in advance of the stated period.  
The premium due is deemed settled once you have instructed a bank transfer to be made from your account and the account in question has adequate funds. If you pay in cash to make the payment, the premium due is deemed settled once it has been paid into the appropriate bank account.

### 9. Validity of the information provided

We shall be bound by the information provided to you until such time as we may revoke it.

### 10. Notice with respect to fluctuations in the financial instruments employed

No financial instruments are used in administering the travel cancellation insurance.

### 11. Details on the formation of the agreement

The insurance agreement will be concluded upon transfer of the insurance premium.

### 12. Right of withdrawal

A right to withdraw from the travel cancellation insurance policy is not provided for since insurance cover is granted on transferring the

premium. Please refer to the general notes on this topic on Page 44.

### 13. Duration of the insurance agreement

The duration of the agreement is set out in the form/ bank transfer form enclosed in the brochure.

### 14. Termination of the policy

The policy ends on the scheduled date at the end of the charter trip without any need for notice being given.

### 16. Legal basis of the pre-contractual phase (negotiations etc.)

The pre-contractual phase is governed by the law of the Federal Republic of Germany.

### 17. Jurisdiction and applicable law

The contractual arrangements are governed by the law of the Federal Republic of Germany. The location of the competent court is defined under Paragraphs 13, 17, 21 and 29 of the German Code of Civil Procedure (ZPO).

### 18. Language

German is the authoritative language for contractual terms and conditions, and all information relating to the agreement as well as communications during the period of the policy.

### 19. Complaints and legal redress procedure

The company is a member of the Verein Versicherungsombudsmann e.V. (the insurance ombudsman association). This means that you may avail of the special service of consulting the independent neutral ombudsman where you do not agree with a particular decision. You need to submit your complaint within 8 weeks of receiving notification. The procedure is free of charge for you.  
Versicherungsombudsmann e.V. • P.O. Box 080632,  
D-10006 Berlin  
Phone: +49 1804/22 44 24, Fax: +49 1804/22 44 25  
Email: beschwerde@versicherungsombudsmann.de  
We expressly indicate that the option of pursuing legal remedies remains hereby unaffected.

### 20. Complaints to the supervisory authority

If you have reason for complaint, please write to  
ALTE LEIPZIGER Versicherung AG,

Alte Leipziger-Platz 1,  
Box 61440, D-61440 Oberursel.

Over and above this, you can also direct your complaint to the competent supervisory authority. The address is as follows.  
Bundesanstalt für Finanzdienstleistungsaufsicht  
Bereich Versicherungen  
Graurheindorfer Straße 108  
D-53117 Bonn

### 21. Special agreements

Additional agreements are only binding where these have been confirmed by the insurer in the insurance policy or a policy amendment.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

# Travel Cancellation Insurance

## incl. Curtailment of Travel Insurance (Insolvency Clause optional)

... provides cover for insured events as follows:

1. If due to the occurrence of an insured event the skipper is prevented from going on the booked trip and if, as a consequence hereof, the charter is cancelled, the cancellation costs for skipper and crew will be recompensed within the scope of the agreement.
2. If due to the occurrence of an insured event a crew member is prevented from going on the booked trip, that portion of the charter fee attributable to the relevant crew member will be recompensed within the scope of the agreement.
3. In addition, if the charter trip must be terminated prematurely following the occurrence of an insured event, the Travel Cancellation Insurance covers the unused portion of the charter fee within the scope of the agreement.

The premiums include insurance tax and

fees. The premium rates are based on the the charter fee. Insofar as the agreed travel fees, i.e. the premium transferred by you include the costs of travel to the travel destination as well as return travel costs, these are also covered.

Upon request, the insolvency of the charter yacht operator can also be included – please find further information in the box to the right.

### Important



Travel Cancellation Insurance as well as Insolvency Insurance must be arranged (by remittance of the premium) **within 14 days of the trip booking date.**

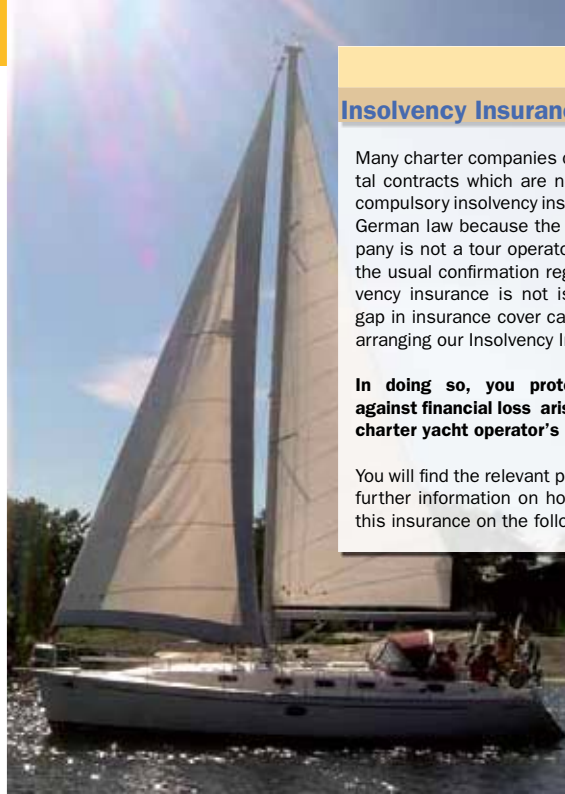
If there are less than 30 days between the booking date and the start of the trip, insurance must be taken out at the time of booking.

### Insolvency Insurance

Many charter companies conclude rental contracts which are not subject to compulsory insolvency insurance under German law because the charter company is not a tour operator (Therefore, the usual confirmation regarding insolvency insurance is not issued.). This gap in insurance cover can be filled by arranging our Insolvency Insurance:

**In doing so, you protect yourself against financial loss arising from the charter yacht operator's insolvency.**

You will find the relevant premiums and further information on how to arrange this insurance on the following page.



# Optional Insolvency Clause

by way of supplementing the Terms and Conditions of the Insurance of Travel Cancellation Costs

## Important notice

**Many charter companies conclude hire agreements which are not subject to compulsory insolvency insurance under German Law because they are not deemed to be a tour operators.**

Alte Leipziger Versicherung AG gives an undertaking to compensate the charter fee paid by the charterer in the event that the yacht, or an equivalent vessel, is not made available to the latter because a petition has been filed for the opening of court insolvency proceedings or such a petition has been rejected due to lack of assets on the part of the operator.

The Charterer must demonstrate that he/she has concluded a valid agreement for hire of the yacht and that he/she has made payment of the charter fee as due. When making a claim the charterer must be able to prove that he/she has actually transferred the charter fee to the local charter operator.

The charterer is not entitled to the payment of compensation under this insurance where a yacht other than the one booked by the charterer is provided to him.

The policy holder is required to inform the insurer of the charter operator's insolvency immediately upon becoming aware of the fact.

The insurer's obligation to pay compensation for damage/loss originating from the same cause is limited to a maximum of EUR 1,0 Mio. in respect of all rightful claimants. Where this maximum figure is exceeded the insurer will pay out compensation on a proportional basis.

With respect to every insured event the Charterer will himself pay 30 percent of the loss to be compensated.

All other insurance provisions, such as compulsory insurance for tour operators, will take precedence over this insurance cover (subsidiary cover).

As with insurance of travel cancellation costs, the full cost of the travel must be insured.

Where the Charterer only insures the sum of EUR 1.000,00 but the travel costs are EUR 1.050,00, the insurance will be null and void. The insurance of an inadequate sum will lead to the loss of insurance cover.



## Travel Cancellation Insurance - Curtailment of Travel Insurance - Insolvency Insurance

### Premiums for Travel Cancellation and Curtailment of Travel Insurance

Travel/Charter fee for 1 - 8 persons up to	Premium
Euro 1.000,-	Euro 41,-
Euro 1.500,-	Euro 59,-
Euro 2.000,-	Euro 78,-
Euro 3.000,-	Euro 115,-
Euro 4.000,-	Euro 151,-
Euro 5.000,-	Euro 186,-
Euro 6.000,-	Euro 219,-
Euro 8.000,-	Euro 286,-
Euro 10.000,-	Euro 351,-

All premiums include fees and the statutory insurance tax.

### Premiums for Travel Cancellation and Curtailment of Travel Insurance incl. Insolvency Clause

Travel/Charter fee for 1 - 8 persons up to	Premium
Euro 1.000,-	Euro 55,-
Euro 1.500,-	Euro 83,-
Euro 2.000,-	Euro 102,-
Euro 3.000,-	Euro 147,-
Euro 4.000,-	Euro 190,-
Euro 5.000,-	Euro 230,-
Euro 6.000,-	Euro 268,-
Euro 8.000,-	Euro 355,-
Euro 10.000,-	Euro 440,-

All premiums include fees and the statutory insurance tax.

### Important



The full costs of travel must always be insured. Where the Charterer only insures the sum of EUR 1.000,00, but the travel costs are EUR 1.050,00, the insurance is null and void. The above-listed premiums apply for up to 8 persons.

**Please ask for information if you wish to insure 9-12 persons.**

Please phone:

+49 40 / 36 98 49 49

### Important



with respect to insolvency insurance

Please ensure that you send us the completed application form on pages 23/24 by fax or post.

**If you wish a confirmation of insurance please provide us with your email address.**



# Important information regarding payment of insurance premiums

**Please pay special attention to the following information on completing the transfer slip and/or paying the insurance premium.**

## You can get insured this easily:

Please pay in the insurance premium (see premium table on page 19) which corresponds to the price of the trip or charter by using the attached payment slip. Please ensure that you state the name of the skipper and the birth dates of the crew (last digits e.g. 1967 = 67). At the same time, please also deposit a list of the crew with the chartering company.



The insurance cover commences with receipt of the payment on our account and ends automatically at the end of the booked trip without requiring any notice of termination. When making a claim, this offer, together with the charter contract, the crew list, and the proof of payment for the premium (receipted payment slip or bank statement of the transfer), serve as proof of insurance.

For the Insolvency Insurance, please select the appropriate premium (see premium table on page 19). Please ensure that you put a cross in the **InsV** box on the transfer slip. In addition, please ensure that you send us the completed application form on page 23/24 by fax or post.

## Payment of Premiums:

Please use this transfer slip to pay or transfer the insurance premium. **If you make an online transfer, please enter the exact information in the transfer slip to the right, so that we can allocate your premium payment.** If there is insufficient space, please fax or post us the necessary details in accordance with the transfer slip.

You can transfer or pay the premium in cash at banks, savings banks and post offices by using this transfer slip.

If you type the details, normal type form should be used.

If you fill in the details by hand, please use **BLOCK CAPITALS**.

For international transfers please use the following account:

Hamburger Yacht-Versicherung

BIC: HASP DE HH XXX

IBAN: DE 29 20050550 1042216786

## Completion Tips:

**Amount:** Please enter the requested premium from the table on page 19.

**No. Pers. (Number of Persons):** Please ensure that you indicate the number of persons here.

**Skipper:** Please ensure that you indicate the full surname, and, insofar as possible, the first name of the person in charge of the ship.

**Commencement:** The commencement date of the booked trip.

**InsV:** InsV (Insolvency Insurance) Please

cross this box if you wish to include the Insolvency Insurance and fax/send the application form!

**Birth Years only of Crew:** Important for attributing the insured persons when making a claim, please enter as follows: (end digits e.g. 1968: 68). Please do not enter the birth year of the skipper.

*Where there are 9-12 persons, please inquire separately by mail or fax.*

**Account Holder/Payer:** Please indicate full name and place of residence.

When you make a transfer, please sign the transfer order and enter your account number.

## Important Insolvency Insurance

**Please ensure that you send us the completed application form on page 23/24 per fax or post.**



# EU standard bank transfer slip

For remittance of amounts up to 12,500 Euros within EU member states & territory only

The remitter bears any fees and disbursements charged by the bank acting on behalf of the remitter; the beneficiary bears any other fees and disbursements in connection with the remittance.

Name and seat of remitter & bank

Beneficiary: Surname, First name/ Company name (as a max. 27 characters, or max. 35 characters in typescript)

H A M B U R G E R Y A C H T - V E R S I C H E R U .

IBAN of beneficiary

D E 2 9 2 0 0 5 0 5 5 0 1 0 4 2 2 1 6 7 8 6

BIC (SWIFT-Code) of beneficiary & bank (8 or 11 digits)

H A S P D E H H X X X

EUR

Amount in Euro and Cent

No..Pers.

Skipper

InsV.

Commencement (DDMMYY)

Birth Years only of Crew (e.g. 1967 = 67)

Account holder: Surname, First name/ Company name, City/Town

IBAN

BIC of account holder & bank

Account holder & account No.

13

Important: Use only for Travel Cancellation Insurance

EU-STANDARD



Date and Signature



# Application for Insolvency Insurance



# My Application for Insolvency Insurance

## Details of Charterer

\_\_\_\_\_  
Name of Charterer

\_\_\_\_\_  
Street

\_\_\_\_\_  
Postal Code/Place

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Mobile Phone

On the basis of the charter contract described below including its stipulations and contents, the charterer hereby applies for insurance cover for the event that the chartered yacht, or an equivalent vessel, is not made available to him/her by reason of the charter operator's official bankruptcy (insolvency).



I transferred the premium on \_\_\_\_\_ (date)  
to the account of Hamburger Yacht-Versicherung

\_\_\_\_\_  
Place, Date, Signature

## Details of Charter Contract

\_\_\_\_\_  
Charter operator/agency

\_\_\_\_\_  
Charter operator telephone

### Local charter base

\_\_\_\_\_  
Street

\_\_\_\_\_  
Place/Country

\_\_\_\_\_  
Local charter base telephone

\_\_\_\_\_  
Contract Date

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Charter Period From - To

\_\_\_\_\_  
Type of Yacht

\_\_\_\_\_  
When did you transfer the charter fee?

\_\_\_\_\_  
When will the remaining amount be paid?

**Your proof of payment and/or your bank statement serve(s) as your insurance certificate. If you wish a confirmation of insurance please provide us with you email address.**

**Please send your reply to:  
Fax: +49 40 / 36 98 49 11**

**Or by post to:**

**Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2**

**D-20457 Hamburg/Germany**



# Guarantee Insurance for securing Charter Deposits



Charter yachts usually carry comprehensive insurance cover (hull insurance). Charter companies and their insurers have usually agreed on a deductible which is applicable when a claim is made.

Generally, the deductible is equal to the deposit to be lodged by the charterer. If there is damage to the chartered yacht during the sailing trip, the charter company may retain all or part of the deposit.

This financial risk is covered by a Guarantee Insurance for Charter Deposits.

With our guarantee insurance policies there is no deductible.

## Important



Following your transfer of the relevant premium and submission of the completed application form on page 31/32, you will receive a guarantee bond from us.

You will find all details and premiums on the following pages.

# Our Guarantee Insurance enables you to cover this risk under the following conditions:

## Guarantee Insurance for Security Deposits paid on Yachts

The insurer:

**R+V VERSICHERUNG**

R+V Allgemeine Versicherung AG  
Taunusstraße 1, D-65193 Wiesbaden

**undertakes, providing the application is accepted, to recompense all or part of the security deposit paid by the Charterer to the charter company under the terms of the agreement described overleaf, on the condition that:**

- the security deposit was paid by the Charterer in cash or by credit card / cheque confirmed by a receipt issued to him by the charter company,
- the Charterer has paid the full hire fee for the chartered yacht, confirmed by presentation of the correct receipt,
- for the duration of the charter agreement the Charterer is in possession of the sailing license officially required in respect of the vessel and/or the voyage,
- due to damage sustained by the yacht during the period of charter and caused by the Charterer or the crew, the charter company refuses to repay the Charterer all or part of the received security deposit.

The guarantee is limited to the security deposit amount described overleaf by the Charterer.

**Before allowing you to take possession of a yacht, nearly all charter companies will demand payment of a security deposit. In the event that you should cause damage to the chartered yacht, all or part of this security deposit will be retained by the charter company.**

Compensation will however be excluded, in the event that the Charterer uses the yacht chartered on the basis of the described agreement to:

- itself organise charter tours on a commercial basis,
- operate the yacht on behalf of a charter company on a commercial basis or in return for a benefit in money's worth, or where the Charterer
- takes part in regattas,
- causes damage to the chartered vessel as a result of gross negligence or does so deliberately, or where
- the damage to the yacht is the result of war, warlike operations, riots, strike, confiscation by public authorities or the damage is caused by nuclear energy (radioactivity).

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.



## Important!

We expressly request that you do not mention the fact of this guarantee insurance to the representatives of the charter company, e.g. upon handover of the insured vessel. Always conduct yourself as if you have no such insurance cover. Check the precise reasons why the charter company has not repaid your security deposit.

Theft of a dinghy is to be reported to the police immediately.

It should as a matter of course be clear that this guarantee

insurance only covers the loss of your security deposit as a result of damage caused to the chartered yacht and does not cover additional costs - such as cleaning, hire of bedding and use of fuel, including where these costs are settled by deduction from the security deposit.

Please also note that the charter agreement will not normally require you to pay for the costs of normal wear and tear sustained by the yacht.





- The insurer's guarantee is maximized with the deposit actually lodged, whereby deposits of over EUR 5.000,00 (maximum guaranteed amount) cannot be insured.

**The crossed deposit amount must not be lower than the deposit actually lodged.**

## Conditions / Premiums

**The guarantee insurance premium follows from the deposit amount to be insured.**

- **In order for you to receive the guarantee certificate, we request that you transfer the appropriate premiums in advance into our account at the following bank:  
Hamburger Sparkasse,  
BIC: HASP DE HH XXX  
IBAN: DE 43 20050550 1042145530**

**At the same time, please send us the completed and signed application form on page 31/32 by post or by fax (+ 49 40/36 98 49 11).**

- The guarantee certificate will be issued to you as soon as we have received the premium and you have submitted the application form to us. The guarantee expires automatically after one month, immediately following the end of the charter.
- If you wish to include the dinghy in the insurance cover please transfer the premium plus an additional premium of EUR 20,00.

**Premium up to an inclusive deposit amount of:**

	EUR 500,-	EUR 1.000,-	EUR 1.500,-	EUR 2.000,-	EUR 3.000,-	EUR 4.000,-	EUR 5.000,-	inkl. Dinghy
								additional premium
<b>One-off Premium:</b>	<b>EUR 75,-</b>	<b>EUR 90,-</b>	<b>EUR 135,-</b>	<b>EUR 175,-</b>	<b>EUR 260,-</b>	<b>EUR 345,-</b>	<b>EUR 430,-</b>	<b>+ EUR 20,-</b>

# Important information regarding the payment of premiums

**Please pay special attention to the following information on completing the transfer slip and/or paying the premium.**

### You can get insured this easily:

Please pay the premium for the chosen cover (see the table on page 27) by using the payment slip to the right. Please ensure that you enter the name and address of the charterer. The guarantee expires automatically after one month, immediately following the end of the charter.

At the same time, please send us the application form on page 31/32 by post or fax.

The guarantee certificate can only be issued if the premium and the application form have been received by Hamburger Yacht-Versicherung. We will send you a guarantee certificate in respect of the insurance of the yacht charter deposit following receipt of the premium and the application form.

### Payment of Premiums:

Please use the transfer slip to the right to pay or transfer the premium. **If you make an online transfer, please enter the exact information in the transfer slip to the right, so that we can allocate your premium payment.**

You can transfer or pay the premium in cash at banks, savings banks and post offices by using this transfer slip.

If you type the details, normal type form should be used. If you fill in the details by hand, please use BLOCK CAPITALS.

### For international transfers, please use the following account:

Hamburger Yacht-Versicherung

BIC: HASP DE HH XXX

IBAN: DE 43 20050550 1042145530

### Completion Tips:

**Amount:** Please select and enter the appropriate premium from the table on page 27.

**Charterer:** Please enter the name of the charterer here.

**Deposit:** Please enter the amount of the deposit to be lodged here.

**Commencement:** The commencement date of the booked trip.

**Charterer's address:** Please enter the charterer's address (town/city, street) here.

If you make a transfer, please sign the transfer slip and enter your account number.

## Important



Complete the application form on page 31/32 and send per post or fax (040 / 36984911).

Important: Use only for Guarantee Insurance for securing Charter Deposits

## EU standard bank transfer slip

For remittance of amounts up to 12,500 Euros within EU member states & territory only

The remitter bears any fees and disbursements charged by the bank acting on behalf of the remitter; the beneficiary bears any other fees and disbursements in connection with the remittance.

Name and seat of remitter's bank

Beneficiary: Surname, First name/ Company name (as a max. 27 characters, or max. 35 characters in typescript)

H A M B U R G E R Y A C H T - V E R S I C H E R U .

IBAN of beneficiary

D E 4 3 2 0 0 5 0 5 5 0 1 0 4 2 1 4 5 5 3 0

BIC (SWIFT-Code) of beneficiary's bank (8 or 11 digits)

H A S P D E H H X X X

EUR

Amount in Euro and Cent

Skipper/Charterer

Deposit

Commencement (DDMMYY)

Charterer's address

Account holder: Surname, First name/ Company name, City/Town

IBAN

BIC of account holder's bank

Account holder's account No.

13

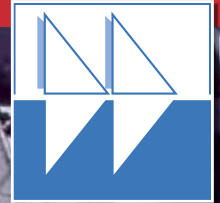
EU-STANDARD



Date and Signature



## Application for the Issuing of a Guarantee Insurance Certificate relating to Charter Deposits



**Carefree Chartering.**



# My Application for the Issuing of a Guarantee Insurance Certificate relating to Charter Deposits

## Details of Charterer

\_\_\_\_\_  
Name of Charterer

\_\_\_\_\_  
Street

\_\_\_\_\_  
Postal Code/Place

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Mobile Phone

On the basis of the charter contract described below and its stipulations and contents, the charterer hereby applies for guarantee insurance cover for the event that the charter company wholly or partly retains the deposit.



I transferred the premium on \_\_\_\_\_ (date) into the account of Hamburger Yacht-Versicherung.

\_\_\_\_\_  
Place, Date, Signature

## Details of Charter Contract

\_\_\_\_\_  
Charter Company

\_\_\_\_\_  
Street

\_\_\_\_\_  
Postal Code/Place

\_\_\_\_\_  
Telephone/Fax

\_\_\_\_\_  
Local Charter Base

\_\_\_\_\_  
Place/Country

\_\_\_\_\_  
Contract Number

\_\_\_\_\_  
Contract Date                      Type of Yacht

\_\_\_\_\_  
Charter Period   From - To

\_\_\_\_\_  
Navigated Area

EUR                      EUR  
Charter Fee                      Amount of Deposit (max. guarantee)

Dinghy included   ☐ yes

The guarantee certificate will be issued to you as soon as we have received the premium and you have submitted this application form to us. The guarantee expires automatically after one month, immediately following the end of the charter.

**Please send your reply to:**  
**Fax: +49 40 / 36 98 49 11**

**Or by post to:**

**Hamburger Yacht-Versicherung**  
**Schomacker Versicherungsmakler GmbH**  
**Katharinenhof/Zippelhaus 2**

**D-20457 Hamburg/Germany**





# Skipper's Passenger Accident Insurance



**Accidents on board and rescues, for example by helicopter, can be expensive.**

Our special advantage: the inclusion of rescue costs, such as in the event of a suspected stroke or heart attack. In such cases the insurance compensates also where no accident occurs.

Also included are, amongst other things, injuries that typically occur when diving, also without the presence of risk of an accident, and the medically necessary transport home.



# Special Terms and Conditions for Skippers' Occupants Insurance

1. Within the terms of the General Accident Insurance Terms and Conditions (AUB 88 updated 2008, see [www.schomacker.de](http://www.schomacker.de)) this insurance cover extends to all accidents suffered by authorised occupants. The insurance cover is valid when using the vessel or its dinghy, when docking and casting off as well as when on the jetty.
2. The insurance cover applies to all authorised occupants of the vessel (skipper and crew, where not just the former is to be insured), to the exclusion of those person employed with the service and maintenance of the boat (salaried and waged boat service staff).
3. In the event of damage/loss the insured amount will be divided by the number of persons on the vessel at the time of the accident. Each person is insured to the corresponding part sum of the insured amount. The full insurance amount will be payable to the skipper where only he is insured.
4. For persons under 18-years old, along with the AUB 88, the supplementary terms and conditions for Child Accident Insurance with the inclusion of toxication.
5. In accordance with Paragraph 2 I. (5) AUB 88 no insurance cover is extended with respect to accidents suffered by the insured persons by reason of being the pilot, co-pilot or occupants of a motorboat taking part in racing events or racing practice, by reason of travelling at high speeds or where the skipper/crew take part in regattas.

## Special Terms and Conditions for the Co-Insurance of Salvage Costs for Occupants Insurance

6. If by reason of an accident covered by this insurance, an insured person suffers a heart-attack or stroke, the insurer will recompense the necessary costs, up to the amount specific in the insurance certificate, for:
  - a) search, rescue or salvage operations conducted by public or privately organised rescue services, where

costs are normally charged in this respect.

- b) transport of the injured party/parties to the nearest hospital or specialist clinic insofar as this is medically necessary and ordered by a doctor.
  - c) extra expense incurred in returning the injured to their permanent place of residence, provided this extra expense is due to medical requirements or is unavoidable given the nature of the injury.
  - d) in the case of death the transport of the body to the last place of residence.
7. The insurer is likewise obliged to pay compensation where the insured person incurs costs as described in 6. a) where no accident was actually suffered but where one was directly imminent or was reasonably expected given the circumstances.
  8. Where another party is liable to pay compensation, the claim for compensation against the insurer can only be established in relation to the outstanding costs. If another liable party disputes its obligation to pay compensation, the policy holder can look directly to the insurer.

## Special Terms and Conditions for the Insurance of Typical Diving-related Injuries in the Occupants Insurance

9. Supplementing Paragraph 1 III of the General Accident Insurance Terms and Conditions (AUB 88), we also offer insurance cover for typical diving-related injuries, where the dive is organised from the vessel or its dinghy, such injuries including compression sickness or eardrum injuries as well as for drowning or suffocation under water, including where no accident has occurred.

## Special Terms and Conditions for the Co-Insurance of Passive War Risk in the Accident Insurance (BB Kriegersisiko 92)

10. By way of amendment to Paragraph 2 I. (3) of the General Accident Insurance Terms and Conditions (AUB

88), insurance cover extends to accidents suffered by the insured person by way of war events, where he is not an active participant in the war or civil war (passive war risk). An active participant is deemed also to be anyone who, on behalf of one of the warring parties, supplies, removes or otherwise handles plant, equipments, devices, vehicles, weapons or other materials intended for the conduct of war.

Insurance cover is extended to accidents caused by terrorist attacks that have a causal connection with a war or civil war, which is carried out outside of the territories of the warring parties.

11. The following are excluded from insurance cover:

- a) accidents where the insured person travels to a war zone after the outbreak of war or civil war.
- b) accidents, where the insured person, by reason of his profession (e.g. journalist, camera man) travels to a conflict area in the expectation of a possible war or civil war.
- c) accidents caused by ABC weapons (atomic, biological or chemical weapons).
- d) accident in connection with a war or warlike situation between two world powers (China, France, United Kingdom, Japan, Russia, USA).
- e) accidents in connection with a war or civil war where the State, in which the insured party is domiciled or has his usual place of residence, is one of the warring parties or where the events of the war take place within the territory of this State.

12. The insurance cover extended under these Special Terms and Conditions will, however, only apply for a period of 14 days following midnight of the day upon which the hostile action broke out.

## General Conditions

13. The basis of the insurance cover provided is the concluded charter agreement together with crew list which

is to specify the date of the cruise, the names and dates of birth of the skipper and the crew. A crew list must be submitted to the charter company prior to the start of the voyage.


14. The policy holder must be in possession of the requisite official license for sailing the yacht.
15. The scope of application is worldwide.
16. The insurance cover starts with the date specified in the remittance documentation.
17. Damage/losses are to be reported immediately.
18. The complete AUB 88 updated 2008 can be found on the internet under [www.schomacker.de](http://www.schomacker.de). We can also post it to you if you wish.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.



**GENERALI**  
Versicherungen

Generali  
Versicherung AG

pp. 

# Extract from the General Terms and Conditions for Accident Insurance (AUB 88 updated 2008)

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

- §1 The insured event
- §2 Exclusions
- §3 Non-insurable persons
- §3a Pre-contractual duties of disclosure of the policy holder or its representative until conclusion of the agreement
- §4 Inception and end of the insurance cover / Contractual rights to influence (alter/terminate) the insurance agreement by unilateral declaration
- §5 Premiums, time of payment and default
- §6 Change of profession or occupation, military service
- §7 Types of compensation
- §8 Limitation on payment of compensation
- §9 Obligations following occurrence of an accident
- §10 Consequences of infringement of obligations
- §11 Time of payment of compensation
- §12 Legal relationship of contractual parties
- §13 Notices and declarations of intention
- §14 Time bar
- §15 Courts

## §1 The insured event

- I. The insurer provides insurance cover in respect of accidents, which the insured person suffers during the period of the agreement. The types of compensation payment that may be insured are defined

under § 7; it can be read from the application and the insurance certificate what types of compensation have been contractually agreed.

- II. The insurance cover extends to accidents anywhere in the world.

- III. An accident occurs when the insured person involuntarily suffers personal injury due to the impact of a sudden event (accident) to his/her physical person.

- IV. An accident is also deemed to have occurred when, through heightened exertion on the limbs or spinal column
  1. a joint is dislocated or
  2. muscles, sinews, ligaments or capsules are wrenched or torn.

## §2 Exclusions

Insurance cover does not extend to:

- I.
  1. Accidents caused by psychosis or impaired consciousness, including where these states relate to intoxication, or where caused by strokes, epileptic seizures or other convulsions, that affect the whole body of the insured person. Insurance cover does however exist where these disorders or seizures are caused by an accident covered by this agreement.
  2. Accidents suffered by the insured person in the deliberate performance or causing of a criminal act.
  3. Accidents caused directly or indirectly by war or civil war events. Insurance cover does however exist if the insured person is travelling abroad and is unexpectedly impacted by the war or civil war events. The insurance cover expires fourteen days after the start of a war or civil war within the territory of the State in

which the insured person is located. This expansion of cover does not apply to travel in or through States in which war or civil war is already ongoing. Nor does it apply for the active participation in wars or civil wars, nor for accidents caused by ABC weapons and in connection with war or warlike situation between the States of China, Germany, France, United Kingdom, Japan, Russia or the USA. The insurer will not rely on this exclusion in the event of terrorist attacks carried out outside of the territories of the warring parties.

Accidents caused by civil commotion, if the insured person participated on behalf of the agitators.

4. Accidents suffered by the insured person
  - a) as the pilot in command (including sports pilot), insofar this requires a permit under German law, as well as another member of a crew in an aircraft;
  - b) in relation to a profession performed with the assistance of an aircraft;
  - c) the operation of spacecraft.
5. Accidents suffered by the insured person in which he/she as the driver, co-driver or occupant of a vehicle participates in driving events, including the practice drives associated with these events, in which the object is to drive at high speeds..
6. Accidents that are caused directly or indirectly by nuclear energy.
- II.
  1. Damage to health caused by radiation.
  2. Damage to health caused by medical treatments or surgery performed or undertaken by the insured person himself/herself as well as such treatments or surgery which the insured person has had arranged to be performed or undertaken regarding his/her

own physical person. Insurance cover does however exist, if the surgery or medical treatments, including radiodiagnostic and radiotherapeutic procedures, are necessitated by the occurrence of an accident covered by this agreement.

3. Infections

Insurance cover does however exist if the pathogen is admitted to the body by reason of an accident covered by this agreement. The following are not regarded as accident injuries in this respect: skin or mucous membrane injuries which are insignificant in themselves and which allow the pathogen to be immediately or subsequently admitted to the body; this limitation does not apply to rabies and tetanus. With regard to infections caused by medical treatments, No. 2, sentence 2 applies accordingly.

4. Poisoning as the result of taking solid or fluid matter through the pharynx.

- III.
  1. Abdominal and lower abdominal hernias  
Insurance cover does however exist if these are caused by a forcible external impact covered by this agreement.

2. Injuries to intervertebral discs as well as haemorrhages from internal organs and cerebral haemorrhages.  
Insurance cover does however exist if the major cause of the foregoing is an accident within the definition of Paragraph 1 III..

- IV. Health abnormalities as the result of psychic reactions, irrespective of how these are caused.

## §3 Non-insurable persons

- I. Persons who largely require the assistance of others to help them



# Extract from the General Terms and Conditions for Accident Insurance (AUB 88 updated 2008)

cope in their everyday lives are not insurable.

These conditions are fulfilled by persons who are categorised within the statutory nursing care insurance system as being at least of care level II (Section 15 paragraph 1 No. 2 German Social Security Code XI amended 14.06.1996).

- II. The insurance cover lapses as soon as the insured person becomes no longer insurable within definition of I. The insurance agreement lapses at the same time.
- III. There will be a reimbursement of those premiums paid in respect of persons not insurable from the conclusion of the agreement or those premiums paid from the time that they became uninsurable.

## §3a Pre-contractual duties of disclosure of the policy holder or its representative until conclusion of the agreement

- I. 1. Prior to submitting his/her proposal for insurance, the policy holder is to disclose to the insurer all risk-related circumstances known to him/her, the insurer will undertake a written inquiry in this respect and the information given here is of fundamental importance to the insurer in deciding whether or not to conclude the contract under the agreed conditions. The policy holder is also duty bound to disclose information insofar as the insurer asked questions within the definition of sentence 1 following the issue of the proposal/contractual declaration by the policy holder but before the acceptance of the agreement by the insurer. Circumstances are risk-related if they are of such a nature that they have an influence on the decision of the insurer whether to actually conclude a contract with the agreed content and scope.
- 2. If another person is to be insured, alongside the policy holder this person is responsible for submitting an accurate and complete notification of the risk circumstances and for responding to the questions put to them.
- 3. If the agreement is concluded by a representative of the policy holder who is familiar with the risk circumstances, the policy holder shall be treated as if it had knowledge of this or had fraudulently failed to disclose it.
- II. 1. The insurer is entitled to rescind the insurance agreement where incomplete or inaccurate information has been given with regard to the risk-related circumstances. The insurer must exercise its right of rescission with respect to the policy holder within one

month in writing. In doing so the insurer must state the reasons on the basis of which it is making its declaration. The time period starts from that point in time when it becomes aware of the breach of the duty of disclosure upon which it is basing the its right of rescission.

- 2. The insurer is not entitled to rescind the agreement if
  - a) the policy holder can demonstrate that neither it or its representative gave the inaccurate or incomplete information deliberately or as the result of gross negligence;
  - b) the policy holder can demonstrate that the insurer would still have concluded the agreement, even under other terms and conditions, had it known of the non-disclosed information.
- 3. There is no insurance cover following rescission of the agreement. If the insurer rescinds the agreement following the occurrence of an insured event, it may not refuse compensation payment if the policy holder is able to demonstrate that the incomplete or inaccurately disclosed circumstance did not have any causal connection with the occurrence of the insured event or was not relevant for the determination or scope of the compensation payment. However in this case, if the policy holder fraudulently breached his/her duty of disclosure, he/she will not be entitled to insurance cover. The insurer is entitled to that portion of the premium corresponding to the portion of the contractual period that has expired until the declaration of rescission becomes effective.

- III. 1. Where the insurer's right to rescind the agreement is excluded because the breach of the duty of disclosure was not founded on intent or gross negligence, it is entitled to terminate the agreement in writing giving a one month period to negotiate. In doing so the insurer must state the reasons on the basis of which it is making its declaration. The time period starts from that point in time when the insurer becomes aware of the breach of the duty of disclosure.
- 2. The insurer's right to terminate the agreement is excluded where the policy holder is able to demonstrate that the insurer would still have concluded the agreement, even under other terms and conditions, had it known of the non-disclosed information.
- IV. If the insurer is not entitled to rescind or terminate the agreement on the grounds that it would still have concluded the agreement, but in return for other terms and conditions, had it known of the non-disc-

losed circumstances, then it may demand that these other terms and conditions are made a retrospectively effective part of the agreement. If the policy holder is not responsible for the breach of the duty of disclosure, these other terms and conditions only become part an integral part of the agreement as of the current insurance period. If the modification of the agreement entails an increase in the premium by more than 10% or the insurer declines to provide insurance cover in respect of the non-disclosed circumstances, the policy holder is entitled to terminate the agreement in writing and without notice within one month of receiving the notification from the insurer.

- V. 1. The insurer must within one month assert in writing the rights established pursuant to II to IV. The period begins to run from the time that the insurer learns of the breach of the duty of disclosure that entitles it to modify the agreement. In doing so it must state the reasons on the basis of which it is making its declaration. Within the one month period the insurer may also subsequently specify other circumstances on which it is basing the declaration.
- 2. The insurer is only entitled to the rights granted under II to IV if it has instructed the policy holder in a special written communication, i. e. letter, e-mail or similar of the consequences of any breach of the duty of disclosure.
- 3. The insurer may not avail of the rights granted under paragraphs II to IV if it was aware of the non-disclosed risk-related circumstance or the inaccuracy of the disclosure.
- VI. The insurer remains entitled to seek rescission of the agreement on the grounds of fraudulent misrepresentation. Where the agreement is rescinded the insurer remains entitled to that part of the insurance premium due for the contractual period that expires until the declaration of rescission becomes effective.
- VII. The insurer's rights pursuant to II to IV expire five years after the agreement is concluded. This period is extended to ten years where the policy holder or its representative breaches its duties deliberately or by reason of gross negligence.

## §4 Inception and end of the insurance cover / Contractual rights to influence (alter/ terminate) the insurance agreement by unilateral declaration

- I. The insurance cover starts with the point in time specified in the insurance certificate, provided the policy holder has paid the first

or the one-off premium immediately upon it having become due as defined under Paragraph 5 I.

- II. The agreement may be terminated in writing by either contractual party.
  - 1. to the end of the agreed period. The notice to cancel must be received at least three months prior to expiry; otherwise the agreement will be extended in each case by a period of one year;
  - 2. to the end of the third year or any year following it, where the agreement has been concluded for a period of more than three years. The notice to cancel must be received by the other contractual party at least three months prior to the expiry of the third year or the respective year that follows it;
  - 3. if the insurer has paid compensation pursuant to Paragraph 7 or if a legal action has been raised against it for such a payment to be made, the notice to cancel must be received in writing at least one month following payment or – in the case of a legal dispute – following withdrawal of action, acknowledgement, settlement or issue of a legally enforceable judgement.Where the policy holder terminates the agreement, the termination is immediately effective once received by the insurer. The policy holder may however determine that the cancellation become effective at a later point in time, but no later than by the end of the current insurance year. A notice to cancel issued by the insurer becomes effective one month after receipt by the policy holder.
- III. If it is concluded for a period less than one year, the agreement expires at the point in time specified in the insurance certificate without the requirement of any notice to cancel.

## Important notice

The complete General Terms and Conditions for Accident Insurance (AUB 88 updated 2008) can be viewed at:  
[www.schomacker.de](http://www.schomacker.de).  
We can, of course, send you a copy if you wish.

# Skipper's Passenger Accident Insurance

The Skipper's Passenger Accident Insurance covers accidents involving either the skipper or the skipper and the crew (as per the crew list).

In the event of injury, the insured amount will be divided amongst the registered persons involved. If only the skipper is deemed to be insured, he/she is entitled to the full insured amount. This Passenger Accident Insurance is concluded in accordance with the 2008 version of the General Terms and Conditions of Accident Insurance ("AUB 88") (see [www.schomacker.de](http://www.schomacker.de)), and our Special Terms and Conditions for Skipper's Passenger Accident Insurance.

**Under this agreement insurance cover amongst other events extends to following:**

- Accidents when using the **dinghy**.
- **Transport** home following death.
- The medically necessary **transport home**.
- **Injuries that typically occur when diving**, such as decompression sickness (DCI) or injury to the ear drums, as well as death by drowning or suffocation under water, also where no risk of accident has occurred.
- Also insured under this agreement are accidents occurring when the insured person is unexpectedly affected by **war or civil war events** when travelling abroad.
- Rescue costs also in the event of a **heart attack and/or stroke**. Insured are: **search missions for injured accident victims**, even if an accident is only suspected, as well as **distress at sea or serious damage** to the vessel.
- **Please note:** Participation in regattas and motor boat races is only insurable against payment of a surcharge (mark-up premium).



## Premium table (including fees and 19% insurance tax)

Insurance cover commences on the requested inception date, at the earliest, however, upon receipt of the premium into the bank account of Hamburger Yacht- Versicherung. With respect to cover for a sailing trip insurance cover expires with the end of the sailing trip, at the latest however, after four weeks. In the case of the annual cover, the insurance cover automatically expires after one year. If you request an automatic extension, please put a cross in the box marked Y/N on the transfer slip (if the box is left empty, then no extension is deemed to have been agreed). Commencement (Inception date of charter/insurance cover): Requested inception date for insurance cover: please state day, month, year (e.g. 150409). When making a claim, this offering, together with the proof of payment of the premium (receipted slip or bank statement of the transfer), serve as proof of insurance.

Insured Amounts			Premiums for Crew + Skipper Cover				Premiums for Skipper Cover alone			
Death	Disability	Rescue Costs	Sailing Trip Cover (max. 4 weeks)	Product Number	Annual Cover	Product Number	Sailing Trip Cover (max. 4 weeks)	Product Number	Annual Cover	Product Number
€ 75.000,00	€ 150.000,00	€ 50.000,00	€ 22,00	CT 1	€ 49,00	CA 1	€ 21,00	ST 1	€ 48,00	SA 1
€ 150.000,00	€ 300.000,00	€ 50.000,00	€ 40,00	CT 2	€ 94,00	CA 2	€ 39,00	ST 2	€ 93,00	SA 2
€ 225.000,00	€ 450.000,00	€ 50.000,00	€ 58,00	CT 3	€ 141,00	CA 3	€ 57,00	ST 3	€ 140,00	SA 3
€ 300.000,00	€ 600.000,00	€ 50.000,00	€ 76,00	CT 4	€ 183,00	CA 4	€ 75,00	ST 4	€ 182,00	SA 4

Please use the following transfer slip to take out insurance. In the case of online transfers, the full details often cannot be communicated.

In such case, please send us a fax or an email with the missing details.

For transfers from abroad: BIC: HASP DE HH XXX IBAN DE 07 20050550 1042216018

**If you wish a confirmation of insurance please provide us with you email address.**

Important: Use only for Skipper's Passenger Accident Insurance

## EU standard bank transfer slip

For remittance of amounts up to 12,500 Euros within EU member states & territory only

The remitter bears any fees and disbursements charged by the bank acting on behalf of the remitter; the beneficiary bears any other fees and disbursements in connection with the remittance.

Name and seat of remitter & bank

Beneficiary: Surname, First name/ Company name (as a max. 27 characters, or max. 35 characters in typescript)

H A M B U R G E R Y A C H T - V E R S I C H E R U .

IBAN of beneficiary

D E 0 7 2 0 0 5 0 5 5 0 1 0 4 2 2 1 6 0 1 8

BIC (SWIFT-Code) of beneficiary & bank (8 or 11 digits)

H A S P D E H H X X X

EUR

Amount in Euro and Cent

Product No

Commencement (DDMMYY)

Postal code, place of residence (skipper)

Y/N

Complete street address (skipper)

Surname (skipper)

Account holder: Surname, First name/ Company name, City/Town

IBAN

BIC of account holder & bank

Account holder & account No.

13

EU-STANDARD



Date and Signature





# Compulsory information pursuant to § 1 of the Regulation to furnish information with respect to insurance agreements. (VVG-InfoV)

## **Skipper and Passenger Accident Insurance**

**The obligation to furnish information pertaining to insurance agreements (VVG-Info) obliges the insurer to communicate the following information to you in the given sequence.**

### **1. Details of the insurer**

Name: Generali Versicherung AG  
Address: Adenauerring 7, D-81737 München  
Legal form: Joint Stock Company (AG)  
Registered Office: Munich  
Company Register: District Court Munich  
HRB7731

### **2. Address of service of the insurer**

Generali Versicherung AG  
Adenauerring 7  
D-81737 Munich

represented by the Executive Board: Dr. Wilhelm Kittel (Chairman), Dr. Ralf Link, Karl Pfister, Dr. Norbert Rollinger, Hans-Herbert Rospleszcz.

### **3. Main business activity of the insurer/Name and address of the competent supervisory authority**

The main business activity of Generali Versicherung AG is in the sale and administration of all types of indemnity and accident insurance.

The competent supervisory authority is the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin, Federal Financial Services Authority), Graurheindorfer Str. 108, D-53117 Bonn.

### **4. Information on the affiliation with a guarantee fund**

Not relevant, as guarantee funds are not generally set up for indemnity and accident insurers (see Sec. 4).

### **5. Key characteristics of the insurance benefit**

#### **a) General policy conditions applicable to the contractual arrangement including tariff regulations and information on the legislation applicable to the policy**

If applied for correspondingly, the policy conditions and clauses detailed on the individual policies apply.

The contractual arrangement is governed by the law of the Federal Republic of Germany.

#### **b) Details on the type and scope, due date and performance of the agreement by the insurer**

##### **Type and scope of the contractual performance:**

You can source information on the type and scope of the respective policy from the product and service description and conditions and premium tables enclosed.

##### **Due date for the service:**

You avail of the agreed performance following occurrence of an insured event and determination of our obligation to perform.

##### **Performance of the agreement:**

In the case of an insured event, we pay up to the agreed insured sum or maximum indemnity. Further details on the type, scope, due date and contractual performance are regulated in the applicable terms and conditions of insurance.

#### **6. Total cost of the policy incl. all taxes.**

For the premium payable please refer to the premium table.

#### **7. Possible additional costs**

This point is irrelevant since all costs are stated in the table.

#### **8. Details on payment and performance, particularly the method of paying premiums**

The premiums set out under Item 6 are due in advance of the stated period. The premium is deemed settled once you have instructed a transfer to be made from your bank account and this has adequate funds. If you make the payment by paying in cash, the premium is deemed settled once it has been credited to the appropriate bank account.

#### **9. Validity of the information provided**

We shall be bound by the information we provide to you until such time as we may revoke it.

#### **10. Any necessary reference to risks associated with financial services**

This is not relevant, as these risk factors only concern the indemnity and accident insurance (see Sec. 4).

#### **11. Details on the formation of the insurance agreement.**

The insurance agreement is entered into upon the transfer of the premium.

#### **12. Right of withdrawal**

Please refer to the general notes on this topic on Page 44.

#### **13. Duration/Minimum duration of the insurance agreement**

The duration of the agreement is stated in the premium table enclosed in the brochure or on the bank transfer form.

#### **14. Terminating the policy, cancellation conditions**

The insurance agreement begins on the date stated on the bank transfer form (at the earliest, when the premium has been credited to our account). In the case of cover for a voyage, it ends on culmination of the voyage, or at the end of four weeks at the latest. If you have stated ‚Y‘ on the bank transfer form, the policy is extended by another year in the case of annual cover (automatic prolongation). You will then receive a new invoice for the renewal premium. Otherwise, the insurance agreement ends after the course of a year. In the case of annually prolonged policies (‚Y‘ on transfer form), the policy is extended automatically, if it is not cancelled in writing three months prior to termination.

The policy can be cancelled prematurely, particularly

- in the case of an insurance event (by both parties)
- in the case of a breach of warranty (by the insurer)

Cancellation due to lapse of risk is not possible, i. e. only with effect to the expiry of the agreed policy term.

#### **16. On what law does the insurer base entering into relationships with policy holders prior to finalising an insurance policy?**

Pre contractual relationships are governed by the law of the Federal Republic of Germany.

#### **17. Applicable law**

The insurance agreement is governed by the law of the Federal Republic of Germany.

#### **18. Language**

All communications and correspondence must take place in German.

#### **19. Extra-judicial complaint and legal redress procedure**

If you want to make a complaint, you can contact the competent supervisory authority (see Sec. 4.). The company is also a member of the Versicherungsombudsmann e.V., P.O. Box 080632, D-10006 Berlin, Phone: +49 1804/22 44 24 (0.24 euro per call), fax: +49 1804/2244 25, email: beschwerde@versicherungsombudsmann.de.

This means that you may avail of the special service of consulting the independent neutral ombudsman where you do not agree with a particular decision. You need to submit your complaint within 8 weeks of receiving notification. The procedure is free of charge for you. We expressly indicate that the option of pursuing legal remedies remains hereby unaffected.

#### **20. Supervisory authority**

We will deal with your insurance concerns effectively and obligingly at all times. If a difference in opinion does occur, you can direct your complaint to the Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin) Bereich Versicherung - Graurheindorfer Str. 108, D-53117 Bonn.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

# How to make a claim



## ***Claims Hotline*** ***+49 40 / 36 98 49 49***

**Please note the following when making a claim:**

**Upon occurrence of a damage/loss event please inform us immediately by telephone, fax or email. In any event, you are obliged to keep the loss or damage to the minimum level possible, we therefore recommend that you behave as if you were not insured.**

**In order for us to assist quickly and to carry out the settlement without any complications, we request that you provide us with the following documents as soon as possible following the incident for which you are making a claim:**

### **For the Skipper's Liability Insurance:**

Please send us a written description of the damage/loss event as quickly as possible with the signatures of all persons involved who witnessed the incident. In addition, please request our claim form. Please also send us some proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

Please do not acknowledge any claims made by third parties, instead, always demand a justified explanation from any claimants.



# Important information when making a claim

## **Regarding Travel Cancellation Insurance:**

1. Copy of the charter contract including terms and conditions as well as crew list.
2. A signed order for payment in case the compensation is not to be paid to the policy holder (a form is available from us).
3. Medical report (please use the questionnaire which we will provide to you if you make a claim).
4. A cancellation invoice from the charter company, if appropriate.
5. Written confirmation from the skipper/ policy holder that no replacement was found for the person prevented from going on the trip, or a written confirmation from the charter company that subsequent chartering out of the yacht could not be achieved.
6. Receipt for the paid charter fee.
7. Receipt for the paid charter portion, if appropriate.
8. Account number and bank details.
9. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

## **Regarding Insolvency Insurance:**

1. Copy of the charter contract.
2. Proof of court ordered insolvency.
3. Written confirmation from the charter company that no appropriate vessel could be provided.
4. Account number and bank details.
5. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).
6. Receipt for the paid charter fee.

## **Regarding Guarantee Insurance for Charter Deposits:**

1. Original copy of the guarantee certificate.
2. Copies of the charter contract incl. charter terms and conditions as well as crew list.
3. Receipt for the deposit lodged (original receipt).
4. Receipt for the paid charter fee.
5. Copy of the prescribed boating licence for the navigated area.
6. Settlement note made out by the charter company regarding the retained amount, from which it must be clear why the deposit was retained. Please

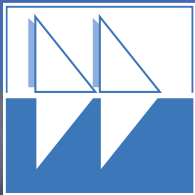
check the amount and sign off the correct account.

7. Notification as to who was acting as skipper.
8. Detailed description of the loss/ damage event, which is signed by the skipper and all crew members.
9. In case of theft/theft of dinghy a copy of the police protocol.
10. Account number and bank details.
11. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

## **Regarding Skipper Passenger Accident Insurance:**

1. Notification of loss (form available from Hamburger Yacht- Versicherung).
2. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).





# Hamburger Yacht- Versicherung Schomacker

## General Information

The insurer for the Extended Skipper's Liability Insurance, the Travel Cancellation Insurance, and the Insolvency Insurance is Alte Leipziger Versicherung AG. The insurer for the Guarantee Insurance for Charter Deposits is R+V Versicherung. The insurer for the Skipper's Passenger Accident Insurance is Generali Versicherung AG.

As regards the Skipper Liability Insurance, the Travel Cancellation Insurance, the Insolvency Insurance, and the Skipper's Passenger Accident Insurance, Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH signs per pro.

**A separate insurance certificate will not be issued for the Skipper Liability insurance, the Travel Cancellation Insurance, the Insolvency Insurance, and the Skipper's Passenger Accident Insurance.**

You will find the relevant Special Terms and

Conditions of Insurance in this brochure. We are happy to provide you with the General Terms and Conditions of Liability Insurance ("AHB") and the General Terms and Conditions of Accident Insurance ("AUB 88" 2008 version) upon request, and/or you can find these at [www.schomacker.de](http://www.schomacker.de). Insofar as is permitted by law, this agreement is governed by German law.

All premiums include tax. The maximum duration of the agreement is stated with each offer and commences on the date indicated, at the earliest however upon receipt of payment. The premium depends on the offer(s) selected. The premium is due immediately upon conclusion of the insurance agreement. The address of the regulatory authority which you may contact in the case of complaints is: Bundesanstalt für Finanzdienstleis-

tungsaufsicht, Bereich Versicherungen, Grauheindorfer Straße 108, D-53117 Bonn

## Right of Withdrawal

The customer may revoke his/her contractual statement (payment) in respect of the Skipper's Liability Insurance, the Guarantee Insurance for Charter Deposits, and the Skipper's Passenger Accident Insurance in writing within 2 weeks without stating any reasons, provided that the trip has not yet commenced (inception date of the insurance). This does not apply to the Travel Cancellation Insurance and the Insolvency Insurance, as here insurance cover is immediate. The term for executing the right of withdrawal commences upon receipt of the payment in the account of Hamburger Yacht-Versicherung. The timely dispatch of the revocation is sufficient in order to comply

with the relevant time limit. The revocation should be directed to:

## Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH

Katharinenhof/Zippelhaus 2  
D-20457 Hamburg / Germany  
Phone +49 40 36 98 49 - 49  
Fax +49 40 36 98 49 - 11  
[www.schomacker.de](http://www.schomacker.de)  
[info@schomacker.de](mailto:info@schomacker.de)



## Compulsory information pursuant to § 11 VersVermV (VVG-InfoV)

As the legal successor to Hamburger Yacht-Versicherungs-Vermittlung Erich Schomacker Versicherungsmakler, our company (Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH) has specialised in the brokering and servicing of insurance policies for private customers and small-to-medium sized enterprises since 1997. Our team of highly

qualified professionals services customers in Germany and the European Economic Area. Our focus lies in the area of yacht and charter insurance and special cover concepts for water sports.

We are a member of the Verband Deutscher Versicherungsmakler e.V. (VDVM) Federal Association of German Insurance Brokers),

Hamburg. The quality requirements of this association lie far above the licensing conditions for insurance brokers laid by the German Industrial Code (Gewerbeordnung) and Insurance Brokers' Code (Versicherungsvermittlungsordnung).

Legal obligations to which we are subject, state that we are obliged to inform you of the following:

Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof / Zippelhaus 2  
D-20457 Hamburg  
Managing director: Volker Reichelt  
AG Hamburg HRB 65561  
Tel. +49 40 369849 49  
Fax +49 40 369849 11  
info@schomacker.de

Registration in the Brokers' Register under Registration No. D-H0SF-QZKO0-04 has taken place in accordance with § 34 d, Sec. 1 Gewerbeordnung (German Industrial Code).

The authorising agency is the IHK Hamburg (Hamburg Chamber of Industry and Commerce) Adolphsplatz 1, D-20457 Hamburg

Phone +49 40 36138 138, Fax +49 40 36138-401  
Email: service@hk24.de.

This entry can be verified in the Brokers' Register by contacting: Deutscher Industrie- und Handelskammertag (DIHK e. V. - German Chambers of Industry and Commerce), Breite Straße 29, D-10178 Berlin, Phone +49 180 500 585 0 (14 cents/min. from the German fixed line network. Prices deviate for mobile networks), [www.vermittlerregister.info](http://www.vermittlerregister.info) (German only).

Our firm has no direct or indirect holding in the voting rights or capital of an insurance undertaking. Conversely no insurance undertaking or parent undertaking of an insurance undertaking has a direct or indirect holding in the voting rights or capital of our firm.

The following conciliation bodies can be contacted to resolve disputes out of court:

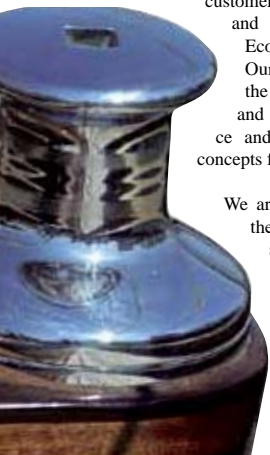
Versicherungsombudsmann e.V.  
Postfach 08 06 32  
D-10006 Berlin  
[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)

Ombudsmann Private Kranken- und

Pflegeversicherung  
Postfach 06 02 12  
D-10052 Berlin  
[www.pkv-ombudsmann.de](http://www.pkv-ombudsmann.de)

We will be happy to answer any queries you may have.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.



# Exclusive Brokerage Agreement

## Contracting Parties/Object of the Contract

The customer exclusively contracts the broker  
Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Zippelhaus 2  
D-20457 Hamburg  
to advise, broker and service the insurance types  
enquired about. The customer does not wish for  
any further advice on other insurance policies/  
needs.

**Any further comprehensive determination  
of requirements and advice regarding other  
classes of insurance shall only take place  
on the basis of a written broker's contract,  
which we can supply you with on request.**

## Market Study

The customer is aware that the brokered insurance policies involve special concepts for insurance cover and general agreements.  
In each respective case, the advice of the insurance broker is not supported by an objective, balanced market study. The broker designs the special concepts and general agreements against a background of a balanced price-performance ratio, the sufficient regulating experience, good service quality and appropriate financial strength of the insurer and regularly verifies them.

## Liability

The broker fulfils his obligations with the care of a prudent businessman. The legal liability for violating his professional duties of care in this contract is limited to EUR 2,0 Mio. per event of loss. In this regard, the broker has taken out and maintains third party liability insurance regarding financial loss up to the above-mentioned sum.

## Statute of Limitations

Claims to damages lapse after three years. The period of limitation begins at the time the customer came into knowledge of the damage and the identity of the party that is liable for it, or should have come into the knowledge without being grossly negligent. At the latest however, these claims become time-barred five years after termination of the insurance agreement concluded on the basis of this exclusive brokerage agreement.

## Privacy

The customer consents to his data being stored in accordance with the provisions of the German Data Security Act (Bundesdatenschutzgesetz, BDSG).  
The customer consents to data pertaining to application documents and/or contract implemen-

tation (e.g., premiums, insurances cases, terminations, risk changes/policy revisions) being transferred to the insurer in the required scope. The consent for data transmission also extends to transferring data to reinsurers. Information on health is only allowed to be transferred to personal insurers if required for brokering a contract.

## Broker's Power of Attorney

The broker is authorised to take up, modify or cancel insurance policies, submit or receive declarations and communications with respect to these policies, participate in the processing of claims for compensation pertaining to them and receive payments in connection with the settlement of such claims.

## Impressum

### Herausgeber:

Hamburger Yacht-Versicherung  
Katharinenhof / Zippelhaus 2  
D-20457 Hamburg  
info@schomacker.de  
www.schomacker.de

### Bildnachweis:

fotolia, A.Peiser, Hamburger Yacht-Versicherung, A. Medicus, medien&mehr.

### Gestaltung und Satz:

medien&mehr

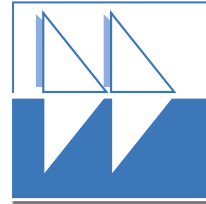




**We want you to arrive safely!**



## **Insurance policies for vessels and crew**



### **Hamburger Yacht-Versicherung Schomacker**

Katharinenhof/Zippelhaus 2  
D-20457 Hamburg / Germany  
Phone +49 40 / 36 98 49 - 49  
Fax +49 40 / 36 98 49 - 11  
[www.schomacker.de](http://www.schomacker.de)  
[info@schomacker.de](mailto:info@schomacker.de)