



## SKIPPER'S LIABILITY INSURANCE

Specific YACHT-POOL terms and risk descriptions  
for chartered water-sport craft

### 1. Description of risk

1.1 The insurance shall cover the legal liability of the policy holder arising from the ownership and use of chartered water-sports craft for private purposes, in accordance with the General Terms for Liability Insurance (AHB) and the specific conditions below.

1.2 The policy holder shall be insured in his/her capacity as:

- Skipper
- Helmsman
- Head of the watch
- And as an ordinary crew member

### 2. Co-insurance

2.1 The insurance shall also co-insure the liability-risk of each of the policy-holder's crew members. Legitimate liability claims of crew members against one another in cases of personal injury and property damage shall also be included in the scope of this contract, insofar as they exceed 150 Euro per loss event.

#### 2.2 Gross negligence

Damage to the chartered yacht (including equipment and appurtenances, **such as a dinghy/long-boat and outboard motor**) arising from gross negligence shall be covered, insofar as restitution for such damages must be made to a third party based on a legal judgement or a settlement expressly agreed to by the policy holder. In this context, the policy holder shall be responsible for a co-payment of 2,550 Euro.

2.3 Specifically included in coverage: claims by the crew members against the policy holder.

2.4 Included in coverage: legal liability involving the towing of water-skiers and kite-surfers.

2.5 Included in coverage: legal liability involving the use of a dinghy/long-boat which belongs to a chartered yacht.

2.6 Included in coverage: financial losses arising from an insured personal-injury event. The coverage shall amount to 51,200 per loss-event, and shall be limited to a total benefit of 102,400 Euro for all insured events within one insurance year.

### **3. Not covered**

3.1 Personal liability of water-skiers or kite-surfers.

3.2 Liability from losses due to participation in motorboat races or in practice runs associated therewith.

3.3 Damage to the chartered yacht, including all equipment, dinghies/longboats or other appurtenances, insofar as these are not co-insured under section 2.1 (e.g. losses not due to gross negligence).

3.4 Damage to the engine, insofar as it is caused by improper operation.

3.5 Damage arising from illegal acts (customs fraud, drug abuse etc.).

3.6 No reimbursement for damage to eyeglasses, mobile phones, laptop computers, photos or cameras.

3.7. No reimbursement for liability claims by dependants or life partners who share a household with the policy holder and/or members of the crew.

3.8 Boat trips related to training or to the transportation of a deceased person, insofar as not otherwise agreed.

### **4. Subsidiarity**

4.1. Other existing insurance policies, particularly water-sports liability policies, take precedence over this one.

### **5. Special terms**

5.1 Operating permit

If an official permit is required to operate a given water-sports craft and the operator responsible for the craft does not possess such a valid permit at the time a loss occurs, then the insurer shall be released from paying the insurance benefit.

5.2 The insurer must nonetheless pay the insurance benefit to the policy holder if a) the policy holder had reason to assume in good faith that the operator responsible for the craft had a valid permit, or b) if the craft was operated by a party unauthorised to do so.

### **6. Collision damage**

6.1 Excluded from coverage: liability claims arising from damage to water-sports craft and other floating or stationary objects caused by collision or faulty navigation, **if and insofar** a hull-insurer is obligated to make a reimbursement.

### **7. Losses overseas**

7.1 In deviation from § 4, section 1.3 of the General Terms for Liability Insurance (AHB): Legal liability from loss-events anywhere in the world shall be covered. The insurer shall pay out all benefits in Euro. The insurer's obligation shall be deemed performed once payment instructions for the Euro-denominated sum have been given to a domestic financial institution. The contractual relationship shall be governed by German law.

7.2 In deviation from § 3, sections II & I, para. 3 of the General Terms for Liability Insurance (AHB): If a water-sports craft is temporarily impounded in a foreign port,

any necessary security bond or other deposit of funds shall be the exclusive responsibility of the policy holder.

7.3 In deviation from § 3, section II 4 of the General Terms for Liability Insurance (AHB): For loss-events in the USA or Canada, the expenses paid by the insurer shall be deducted from the coverage amount as benefits paid.

"Expenses" shall include the following: Fees for attorneys, experts and witnesses as well as court costs; costs incurred in avoiding or reducing a loss or pursuant to the occurrence of a loss; costs for damage estimates/reports; travel costs not caused by the insurance company itself. This shall apply even when the costs were incurred on the instruction of the insurer. Excluded from coverage: Compensation claims with a punitive character, specifically so-called "punitive" or "exemplary" damages. Also excluded: claims arising from environmental damage, such as pollution or other unfavourable changes in the soil, air or water (including ground water), "noise pollution" and other detrimental effects.

## **8. Damage to bodies of water**

8.1 Covered in the scope of the contract (and with financial losses handled as property damage): The legal liability of the policy holder for direct or indirect consequences of modifications to the physical, chemical or biological composition of bodies of water, including ground water (ground-water damage). The following specific types of damage to bodies of water shall be excluded, however:

8.2 Damage caused by the introduction or discharge of materials harmful to water into bodies of water, or through other intentional interaction with bodies of water. This even applies when the said introduction or discharge is required for the protection of other legal interests.

8.3 Damage caused by dripping or run-off of oil or other liquids from tank seals, fuelling facilities or from machinery of the vessel.

8.4 Excluded from coverage: liability claims against persons (policy holder or any co-insured person) who caused a loss by intentionally deviating from the laws which protect bodies of water, from public ordinances or from official orders or directives given to the policy holder.

8.5 Excluded from coverage: Liability claims due to losses arising directly or indirectly from war or other acts of hostility, civil strife, riots or general strikes (throughout the Federal Republic of Germany or one of its states). Also, liability claims directly due to actions or instructions of a higher authority. The same shall apply to losses due to force majeure, insofar as forces of nature were at work.

# SKIPPER'S ACCIDENT-INSURANCE

## Specific YACHT-POOL terms / D01

This accident insurance policy shall be deemed concluded in accordance with the General Terms for Accident Insurance (AUB 88) and the specific **YACHT-POOL** conditions given below.

1. In the context of the General Terms for Accident Insurance (AUB 88), coverage shall extend to all accidents suffered by authorised riders/occupants. Coverage shall begin when the vessel/craft is boarded and shall end with disembarkation from the same. Use of a dinghy/long-boat shall be deemed co-insured.

2. All authorised occupants of the vessel shall be covered, with the exclusion of persons professionally involved with the maintenance and upkeep of the vessel.

3. In case of loss/damage, the coverage amount shall be divided equally among the number of persons in the vessel at the time of the accident. Each person shall be covered up to his/her corresponding portion of the total coverage.

3.1 If a separate coverage amount has been agreed for the skipper, then this shall be available for his/her benefit alone and shall not be subdivided.

4. For persons under 18 years of age, the supplemental conditions for children's accident-insurance (including poisoning) shall apply, in addition to the General Terms for Accident Insurance (AUB 88).

5. There shall be no coverage for accidents suffered by the insured in the course of piloting, co-piloting or riding a motorised vehicle during events involving the attainment of top/high speeds. This shall include any practice runs.

## 6. INCLUSION OF RESCUE/RECOVERY COSTS

6.1 Depending on the amount applied for, the coverage shall include up to 51,200 Euro in recovery/rescue expenditures per insured person. Specifically the following:

6.2 Search/rescue operations for casualties of an accident, even when an accident is not confirmed but merely suspected. This includes distress at sea due to storms or serious damage to the vessel.

6.3 Rescue operations for casualties of an accident and their transport to the nearest hospital, including expenses for their subsequent return-travel home.

6.4 Transportation of deceased accident-victims back to their home areas.

7. If individual health/disability policies are also in force at the same time, then the accident insurance shall cover reimbursement for the rescue/recovery cost only insofar as the health/disability insurers have met all their obligations and the benefits provided are nonetheless insufficient. If the health/disability insurers are not obligated to provide benefits or if they dispute their benefit obligations, then the policy holder may make a direct claim against the company which issued the accident-insurance.

# SKIPPER'S DEFENCE & RECOVERY INSURANCE

Specific YACHT-POOL terms /D01

## 1. INSURED RISK

Coverage shall be offered in the context of §§ 1 to 20 of the General Terms for Defence & Recovery Insurance (ARB 94), as well as the conditions given below.

## 2. INSURED PERSONS

Coverage shall extend to the skipper as policy holder, and to the authorised crew, who shall be deemed co-insured persons in their function as authorised operators of third-party (e.g. not their own) yachts which, insofar as not otherwise agreed, are used exclusively for private purposes. If the yacht will be operated for financial compensation, then this must be stated in both the insurance application and the policy.

## 3. COVERAGE AMOUNT

The coverage amount shall be 155,000 Euro per event related to defence & recovery.

## 4. SCOPE OF COVERAGE

The coverage includes

4.1 Loss compensation for defence & recovery as per § 2 a) ARB 94.

4.2 Administrative costs for defence & recovery as per § 2 g) ARB 94.

4.3 Defence & recovery costs for criminal and/or misdemeanour cases involving a yacht accident or a breach of criminal and/or misdemeanour laws in connection with the operation of a yacht, in accordance with § 2 i) and j) ARB 94.

## 5. EXTENSION OF COVERAGE

In deviation from § 3 para. 3a) ARB 94, the defence & recovery insurer shall also assume the costs of a legal defence before a constitutional court in connection with a criminal or misdemeanour case or the assertion of a compensation claim. The insurer shall also assume the costs of lodging complaints with the Federal Administrative Tribunal in connection with insured events falling within the scope of this contract.

## 6. SCOPE OF APPLICABILITY

The scope of applicability of § 6 ARB 94 shall be extended world-wide.

## 7. SCOPE OF BENEFITS

The insurer shall bear the costs of transactions covered in accordance with § 5 ARB 94. If the place of jurisdictions is outside of the areas listed in § 6 ARB 94, the insurer shall also bear the costs – in deviation from § 5 para. 1 b) ARB 94.

7.1. Covered: Attorney costs for both the defending and opposing attorneys in civil cases involving no more than 256,000 Euro, up to the limits set forth in the Federal Guidelines for Attorney Fees (BRAGO).

7.2 Covered: For cases involving criminal and/or administrative/misdemeanour offences, up to twice the amount of the maximum attorney fees set forth in BRAGO.

## **8. OBLIGATIONS**

A breach of the following obligations shall release the insurer from the duty to provide benefits:

8.1 The policy holder must have any and all officially required permits to operate a yacht.

8.2 At the time of an insured event, the policy holder must not be under the adverse influence of alcohol, drugs or abused medications, and must meet his legal obligation to have his breath analysed for alcohol, to submit himself to a medical check, and to have his blood tested.

8.3 After a yacht accident, the policy holder must observe his legal obligations to render assistance and to summon help.

8.4 The insurer's duty to provide insurance benefits to the policy holder and the co-insured persons shall remain in effect insofar as the policy holder and the co-insured persons did not know, or could not be reasonably expected to know, that one of the above obligations was breached. A breach of the obligations in sections 8.1, 8.2, or 8.3 shall release the insurer from the duty to provide benefits only if the alleged facts have been confirmed in a declaration or legal opinion forming part of a binding decision by a court of law or administrative agency in connection with the insured event. In such a case, benefits already paid by the insurer must be reimbursed.

## **9. IMPOUND RISK / LOAN FOR BOND**

For payment of a premium surcharge, a rider may be added to the skipper's defence & recovery policy, to the effect that the insurer shall advance up to 52,000 for costs incurred by the policy holder to forestall further legal action against him/her in foreign countries (bail-bond/security money). The policy holder must pay this advance back to the insurer within six months.

# CHARTER FIDELITY-BOND INSURANCE

YACHT-POOL terms/ **D02**

## 1. INSURED RISK

If the charter company is entitled to make a claim against the insured person(s) for damages to the chartered yacht, then the insurer shall be liable to the extent of the damage incurred, but only up to the coverage limit selected in the application. The co-payment per loss-event shall be 50 Euro, insofar as not otherwise agreed in the application or the policy.

## 2. INSURED PERSONS

Covered: the skipper as policy holder and all authorised crew as co-insured persons.

## 3. RULES FOR DAMAGES

The following must be provided as proof of damage/losses incurred:

- An original bill(s)
- A receipt for payments made
- A detailed description of the how the damage/loss occurred and of its extent. The skipper and the entire crew are to confirm this description with their signatures.
- The charter contract (copy)
- The crew manifest (copy)

## 4. EXCLUSIONS

4.1 The insurer shall be released from his obligation to provide benefits if a loss-event was caused intentionally or through gross negligence. Regatta-related risk shall be excluded, unless otherwise agreed.

4.2 Unless otherwise agreed in the policy, the fidelity-bond coverage shall not apply to skippers who organise their own charter tours for profit or who operate the vessel for other monetary benefits.

4.3 Damage to the engine and gearing mechanism shall not be co-insured.

4.4. When returning the yacht, the skipper must obtain confirmation that it was delivered in a problem-free state. Retroactive claims against the fidelity bond shall not be accepted.

## 5. ADDITIONAL BASIS FOR THE CONTRACT

In all further respects, the provisions of German insurance-contract law shall apply.

# CONSEQUENTIAL-DAMAGE INSURANCE

YACHT-POOL consequential-damage terms / D02

## 1. INSURED RISK

Covered: Those financial losses suffered by the owner and/or charter company of a yacht chartered by the policy holder (charterer) which arise because the yacht was rendered unseaworthy for a subsequent charter tour by damage for which the charterer or his/her crew were **culpably responsible**. These must be losses which the charterer is obligated to make good based on:

- Legal stipulations OR
- The provisions of the charter contract

## 2. INSURED PERSONS

Covered: the skipper as policy holder, as well as each member of the crew.

### 2.1 Operating permit

If an official permit is required to operate a given water-sports craft and the operator responsible for the craft does not possess such a valid permit at the time a loss occurs, then the insurer shall be released from providing the insurance benefit.

2.2 The insurer must nonetheless provide the insurance benefit to the policy holder if a) the policy holder had reason to assume in good faith that the operator responsible for the craft had a valid permit, or b) if the craft was operated by a party unauthorised to do so.

## 3. BENEFITS PROVIDED BY INSURER

The insurer shall reimburse the losses caused by the reduction in income during the lost days of the charter tour. With respect to the days lost in accordance with section 1 above, the insurer's assessment basis shall equal the pro-rated daily rate for the basic chartering of the yacht (without extra services, such as air travel, etc.) as per the charter contract of the subsequent charterer. Lost days shall be days for which the yacht had already been chartered when the loss-event occurred, and for which the yacht owner cannot provide a substitute yacht.

There shall be no reimbursement for the first three lost days, however. The maximum cumulative benefit provided by the insurer in one insurance year and for any one loss-event shall be 13,000 Euro.

## 4. THE FOLLOWING SHALL NOT BE COVERED:

- Lost days for the yacht resulting from mechanical damage.
- Losses/damage not caused by the charterer or his/her crew (e.g. force majeure, lightning strike etc.)
- Losses/damage caused during a regatta, insofar as coverage of regatta risk was not separately agreed.



## **5. OBLIGATIONS OF THE INSURED**

The following shall be required for the settling of damages/losses:

- A damage report (explaining extent and cause) signed by the skipper and all those on board the yacht at the time the loss-event occurred.
- A copy of the complete charter contract.
- A copy of the charter contract of the subsequent charterer who, due to the damage, was unable to go on charter with the vessel he had originally booked.
- A report from the agency stating which substitute ship, if any, was booked for the charterer.
- A confirmation by the agency (if applicable) that no suitable substitute vessel was available.
- The operator's permit of the captain/skipper.

# CHARTER CANCELLATION-COSTS INSURANCE

Specific YACHT-POOL terms/ **D04**

## 1. SCOPE OF INSURANCE

1.1 The insurer shall reimburse the following:

1.2 Charter-cancellation costs owed by the insured to the charter company or some other party in connection with the charter contact.

1.3 Verifiable extra costs of the insured for return-travel home when the trip is interrupted, as well as other extra costs which are a direct result, provided that arrival and departure have been included in the insurance agreement. This also applies to any subsequent return. With respect to the reimbursement of these costs, the type and category of transport, lodging and meals shall be geared to the quality of the services which had been booked for the charter. If return travel by air should be necessary and this deviates from the travel plans originally booked, then only the costs for an economy-class seat shall be paid. Not covered shall be medical expenses or costs for travel companions or assistants, nor costs for the transport home of a deceased person.

1.4 The insurer shall be obligated to provide benefits in the context of section 1 if, in one of the serious cases given below, one could reasonably expect the insured to be unfit to travel or if it would be unreasonable to expect the insured to begin or end a trip as originally planned:

1.5 In case of the death, a serious accident, or a serious, unexpected illness of the insured, his spouse, his children, parents, siblings, grandparents, grandchildren, in-laws, or – if the trip was booked for two people – of the travel companion, provided this person is similarly insured.

1.6 In case of an inability to tolerate a vaccine on the part of the insured, or – if the insured is not travelling alone – on the part of his/her spouse, under-aged children or brothers/sisters, as well as on the part of parents of an under-aged insured person. This applies only insofar as any such related persons are also insured.

1.7 In case of damage to the property of the insured or – if the insured is not travelling alone – the property of one of the related (and likewise insured) persons described in section 1.6. This shall apply to damage from fire, natural occurrences or intentional criminal acts by third parties, insofar as the damage is significant in relation the assets and financial situation of the insured, or insofar as the insured's presence is required to determine the extent of the damage.

## 2. EXCLUSIONS

2.1 The insurer shall not be liable for the following:

2.2 For the perils of war, civil war or warlike events, and for those which, regardless of whether a state of war exists or not, result from the hostile use of military hardware or from the presence of military hardware. Also, for perils resulting from political violence, uprising or other civil strife, or from nuclear energy.

2.3 The insurer shall be released from his obligation to provide benefits if the loss-event in question could be reasonably foreseen by the policy holder / insured at the

time the policy was concluded, or if the loss-event was caused by either the intentional or grossly negligent conduct of the policy holder / insured.

2.4 Also not covered: cancellations due to pregnancy or any of the complications and illnesses associated therewith.

### **3. INSURANCE VALUE, INSURED SUM, CO-PAYMENT**

3.1 The insured sum shall correspond to the entire stated price of the trip (insurance value). The costs for services not included therein (e.g. extra activities) shall also be deemed covered provided they are included in the insured sum. The insurer shall be liable up to the level of the insured sum minus any co-payment. If the verifiable, extra costs for return travel home should exceed the insurance value, then the insurer shall also reimburse the excess amount, subject to the deduction of the any co-payment.

3.2 The insured must make a co-payment for each loss-event. Insofar as not otherwise agreed, this co-payment shall be fixed at 20 percent.

### **4. OBLIGATIONS OF THE POLICY HOLDER/ INSURED IN REGARD TO LOSS EVENTS**

The policy holder/insured shall be obligated to do the following:

4.1 To inform **YACHT-POOL** of the occurrence of a loss-event without delay and to concomitantly cancel the trip/tour with the booking company or, if the trip has already begun, with the tour organiser.

4.2 To provide **YACHT-POOL** with all pertinent information requested and to provide all necessary proofs and records, specifically doctor's attestations in regard to illnesses, accidents, or inability to tolerate a vaccine.

4.3 To release doctors from their duty to maintain confidentiality with respect to a loss-event, insofar as requested to do so by the insurer and insofar such a request can be fulfilled in a legally valid manner.

4.4 If the policy holder/insured breaches one of the above obligations, the insurer shall be released from having to provide benefits, unless said breach was caused neither by intentional conduct nor by gross negligence. If the breach was in fact due to gross negligence, the insurer shall nonetheless remain obligated to provide benefits insofar as said breach affects neither the determination nor the scope of the benefits which the insurer must provide.

### **5. GROUPS OF PERSONS (CREW)**

In the context of 1.1, the insurer is also obligated to provide benefits when the risks described in sections 1.5 to 1.7 have become relevant to the group of persons designated in the insurance policy (the crew).

When a loss-event occurs, the crew manifest which lists the crew by name and which was submitted to the agency must be presented.

### **6. LOSS OF THE SKIPPER**

6.1 The insurer shall reimburse the following:

6.2 Cancellation costs contractually owed to the charter company by the insured and arising from the non-use of the yacht due to one of the serious reasons listed in sections 1.5 to 1.7.

6.3 The unused portion of the charter costs when a trip is prematurely interrupted due to one of the serious reasons listed in section 1.5 to 1.7, insofar as a continuation of the charter trip was not possible. This rule shall only apply when the interruption was caused by the loss of the skipper and no substitute skipper could be found.

## **7. PAYOUT OF REIMBURSEMENTS**

Once the specific benefits which the insurer is obligated to provide have been definitively justified and quantified, the reimbursement(s) must be paid out within two weeks' time.