



# YACHT POOL General Terms and Conditions (GTC) for the **BERTH CHARTER INSURANCE** EU KC 20190603

## § 1 Basis of coverage

1. The general provisions on berth charter insurance apply to all berth charter insurance offered by YACHT-POOL.
2. Berth charter insurance is:
  - Guest liability insurance
  - Guest accident insurance
  - Guest Deposit Insurance
  - Guest cancellation insurance
3. The basis of the berth charter insurance is the written berth charter contract concluded or the berth booking for private purposes (maximum cruise duration 4 weeks).
4. Children travelling with them are co-insured free of charge in the contract of a parent before the age of 14. In the guest cancellation insurance, only if the travel expenses of the child(ren) are also insured.
5. The insurances do not apply to crew members who participate in the trip commercially or in exchange for other pecuniary benefits. Protection is possible separately on request and must be noted in the policy.
6. Only the benefits and lines of insurance that the policyholder has applied for in the application are deemed to have been agreed.
7. The insurance cover can be taken out at any time before the start of the trip.
8. The insurance is valid from the receipt of the premium (see §2 Article 1). If the policyholder is not at fault for the non-payment, insurance cover exists even without access to money.
9. Charter insurance has a worldwide coverage with the exception of the following regions: U.S.A., Canada and Australia. Additional cover for the above-mentioned countries is possible on request.
10. Subsidiarity: Other insurances, especially water sports liability insurance, take precedence over YACHT-POOL insurance.

## § 2 General contractual provisions

1. Payment of the premium
  - a) If the premium is authorised to be debited: Insurance cover is provided (subject to the coverage of the account) regardless of the time of the actual withdrawal. b) If paid by invoice: The premium must be paid before the start of the charter. Otherwise, insurance cover cannot be guaranteed in the event of a claim. We therefore urgently ask you to make the payment in good time (at least 1 week before the start of the trip).
  - c) (optional) When paying by credit card: The insurance contract can be concluded at any time, but at the latest before the start of the charter.
2. Insurance contract
  - a) The insurance contract is concluded upon receipt of the insurance policy.
  - b) According to the booking contract, the insurances begin with the start of the trip and end with the end of the trip, except in the case of special agreements that are noted in the policy (e.g. guest cancellation insurance, which ends at the end of the respective trip). Therefore, only the start and end of insurance in the policy are decisive.
3. Damages
  - a) Damage must be reported as soon as possible, but no later than 4 weeks after the loss occurred, to the responsible YACHT-POOL representative office where you were insured. All necessary documents must be submitted to us as soon as possible after the claim. Otherwise, the claim payment may be forfeited.
  - b) The policyholder is obliged to provide all necessary documents and, in the event of personal injury, to release the treating physicians from their duty of confidentiality on the insurer's instructions.
  - c) If one of the above-mentioned obligations or those specified in the individual insurance products is intentionally violated, the policyholder may lose his or her insurance cover. In the event of a grossly negligent breach of an obligation, the insurer is entitled to reduce its benefit in a proportion commensurate with the severity of the policyholder's fault. If the policyholder can prove that he or she has not violated the obligation through gross negligence, the insurance cover remains in place. The insurance cover remains in place if the policyholder can prove that:

the breach of the obligation was not the cause of the occurrence or determination of the insured event or of the determination or scope of the benefit incumbent on the insurer. This does not apply if the policyholder has fraudulently violated the obligation. The knowledge and fault of the insured persons shall be equivalent to the knowledge and fault of the policyholder.

d) Liability damage must always be reported immediately to the port captain and, according to the port captain, also to the police. Otherwise, the insurance cover may lapse.

e) If the obligation according to the charter contract and/or the yacht insurer is intentionally violated, the insurance cover can also be forfeited. In the event of a grossly negligent breach of an obligation, the insurer is entitled to reduce its benefit in a proportion commensurate with the severity of the policyholder's fault.

f) Irrespective of § 2 Article 3 d, any damage must be reported immediately to the charter company. In the event of non-compliance, the insurance cover may be cancelled in whole or in part.

#### 4. Documents in the event of a claim

a) In the event of a claim, we need the following documents: booking contract, charter contract, crew list, proof of the deposit actually paid (credit card receipt, receipt), detailed cost statement of the charter company (invoice, cost estimate), detailed damage report, signed by the skipper and (if available) detailed damage photos.

b) Further documents required in the event of a claim are noted in the respective insurance division or are requested separately and must be submitted to YACHT-POOL. Otherwise, the claim payment may be forfeited.

c) Justified claims payments are made quickly!

5. Claims for damage resulting directly or indirectly from: civil war or war events, the hostile use of war tools as well as from the presence of war tools as a result of one of these dangers, riots, civil unrest, general strike or from orders or measures taken by higher authorities are excluded. The same applies to damage caused by force majeure, insofar as elementary natural forces have had an effect.

#### 6.1. Sanction clause for the insurer Zurich

Without prejudice to the other contractual provisions, insurance cover shall only exist to the extent and as long as this is not precluded by economic, trade or financial sanctions or embargoes imposed by the European Union or the Federal Republic of German that are directly applicable to the contracting parties.

This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America with regard to Iran, unless European or German legislation to the contrary.

#### 6.2. Sanction clause for the insurer AXA

Without prejudice to the other contractual provisions, insurance cover shall only exist to the extent and as long as this is not precluded by economic, trade or financial sanctions or embargoes imposed by the European Union or the Federal Republic of German Austria that are directly applicable to the contracting parties. This also applies to economic, trade or financial sanctions or embargoes imposed by the United States of America with regard to Iran, unless European or German/Austrian legislation to the contrary.



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## GUEST LIABILITY INSURANCE

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### 1. Specifications

1.1 In accordance with the General Terms and Conditions of Insurance for Liability Insurance and the following Special Conditions, the statutory liability of the policyholder arising from the use of a third-party motor yacht or a third-party sailing yacht that is used for private purposes is insured.

1.2 The policyholder must not be the skipper.

1.3 The sum insured is maximized once per insurance year.

### 2. Insured risks

2.1 For each liability claim, the deductible is € 150,-.

2.2 The liability risk of the policyholder is insured.

2.3 The statutory liability from the towing of water skiers and paragliders is also insured.

2.4 The statutory liability from the use of a dinghy belonging to the chartered yacht is also insured.

2.5 Financial losses attributable to insured personal injury are also insured. The sum insured amounts to € 51,000 per loss event,-, limited to a total benefit of € 102,000 for all insured events in an insurance year.

2.6 The defence against unjustified claims for compensation for damages in accordance with the General Insurance Conditions for Liability Insurance is also insured. If a legal dispute arises against the policyholder over claims for damages in an insurance claim, the insurer is authorised to litigate. He conducts the legal dispute on behalf of the policyholder at the expense of the insurance (General Insurance Conditions for Liability Insurance).

### 3. Damage to the charter yacht due to force majeure, simple fault, gross negligence

#### 3.1 Force majeure, simple fault

The guest liability insurance does not cover damage due to simple fault (simple negligence) or force majeure to the third-party motor yacht or the third-party sailing yacht that is used for private purposes.

#### Hint:

Such damage is usually borne by the hull insurance of the ship or by the charter company. Skippers and guests are usually only liable with a deposited deposit, or with a deductible per claim. Details are regulated in the charter contract. This liability is not the subject of this guest liability insurance (see guest deposit insurance).

#### 3.2 Gross negligence

Within the framework of this guest liability insurance, damage to the third-party motor yacht or the third-party sailing yacht that is used for private purposes on the basis of a written charter contract is only insured as a result of gross negligence. This presupposes that gross negligence has been established by judicial judgment or on the basis of a settlement reached with the express consent of the insurer. Such damages will be reimbursed minus a deductible of € 2,550. Any deposit retained by the charter company will not be refunded. The benefits under 3.2 are limited to the one-time sum insured per year.

#### Hint:

Property damage to the chartered yacht (including equipment and accessories as well as dinghy and outboard engine) due to gross negligence is usually not compensated by the hull insurance of the charter vessel. In such cases, the polluter can be liable up to the value of the ship plus ancillary costs. The guest liability insurance from YACHT-POOL protects against this risk.

#### **4. Not insured:**

4.1 is the personal liability of the water skier, paraglider flyer and other towed persons;

4.2 is liability for damage that occurs during participation in motorboat races or during the related practice trips;

4.3 are damage to the chartered yacht including all equipment, dinghies and other accessories, unless they are covered by No. 3.2 are co-insured (e.g. damage not caused by gross negligence);

4.4 are damage to the engine if it is caused by its improper operation;

4.5 are damages in connection with criminal acts (customs offences, drug and alcohol abuse, etc.);

4.6 No compensation will be paid for damage to glasses, binoculars, photos and other personal electronic items, such as: mobile phones, laptops, media players and cameras.

4.7. No compensation will be paid in the case of liability claims by relatives and civil partners who live in the same household as the insurer or crew members.

#### **6. Foreign Damage**

6.1 In deviation from the General Terms and Conditions of Insurance for Liability Insurance, this includes statutory liability from loss events throughout the world, with the exception of Australia, the U.S.A., Canada and New Zealand.

Optionally, coverage of the aforementioned countries is possible on request and must be noted in the policy, otherwise it will not be insured.

In the event of loss events in the United States, Australia, Canada and New Zealand, the insurer's expenses for costs are offset against the sum insured as benefits, in deviation from the General Insurance Conditions for Liability Insurance. Costs are: lawyer, expert, witness and court costs; Expenses to avert or mitigate the damage during or after the occurrence of the insured event, as well as damage investigation costs, including travel expenses that the insurer does not incur itself. This also applies if the costs were incurred on the instructions of the insurer. From the

Insurance cover excludes claims for compensation of a punitive nature, in particular punitive or exemplary damages. Claims for damage caused by environmental impairments, such as damage caused by contamination or other adverse changes to the soil, air or water (including groundwater) as well as by noise or other influences, are excluded.

6.2 The insurer's benefits are paid in euros.

6.3 The insurer's obligation is deemed to have been fulfilled at the time when the euro amount is transferred to a domestic financial institution.

6.4 It has been agreed that the insurer will pay in advance the amounts of up to € 52,000 that must be spent by the policyholder abroad in order to be spared from criminal prosecution measures for the time being (criminal bail). This advance must be repaid by the policyholder to the insurer within six months of payment by the insurer.

#### **7. Water damage**

7.1 To the extent of the contract, whereby pecuniary damage is treated as property damage, the insurance covers the policyholder's statutory liability for direct or indirect consequences of changes in the physical, chemical or biological properties of a body of water, including groundwater (water damage), with the exception of the following water damage:

7.2 By discharging or introducing substances harmful to water into water bodies or by other deliberate impact on water bodies. This also applies if the initiation or influence is necessary to save other legal interests.

7.3 As a result of the operational dripping or drainage of oil or other liquids from tank caps, beating systems or from mechanical equipment of the ship.

7.4 Liability claims against persons (policyholder or any co-insured) who have caused the damage by intentionally deviating from the laws, ordinances, official orders or orders addressed to the policyholder are excluded.

#### **8. Contract**

are also the "General Provisions (GTC) for the YACHT-POOL berth charter insurance"



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## GUEST ACCIDENT INSURANCE

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### 1. Insured risk

Within the framework of the General Accident Insurance Conditions, the insurance cover extends to all accidents suffered by the insured person on board the ship. It begins after entering the boat and ends when it leaves. The use of the dinghy is also insured.

### 2. Insured persons

The policyholder and, if applicable, co-insured children up to the age of 14 are insured.

Persons who are professionally involved in the maintenance and care of the boat are not insured.

### 3. Scope

In the event of a claim, the sum insured shall be divided by the number of persons on board at the time of the accident and insured under this contract. Each person is insured with the corresponding partial amount of the sum insured.

### 4. Children and adolescents

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

### 5. Exclusions

There is no insurance cover in the event of accidents that happen to the insured person as a result of the fact that he/she participates as a driver, passenger or occupant of a motor vehicle in driving events, including the associated practice drives, in which the achievement of maximum speeds is important.

### 6. Inclusion of recovery costs

6.1 According to the application, the insurance covers up to € 60,000 flat rate for the insured (regardless of the number of people on board) also for rescue costs incurred:

6.2 for search operations for injured persons, even if there is only a suspicion of an accident, and in distress at sea due to a storm or serious damage to the ship;

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

6.4 for the repatriation of accident victims to their home town.

6.5 If there is an individual health insurance policy at the same time, compensation for rescue costs within the framework of accident insurance is only granted to the extent that the health insurer has fully fulfilled its contractual benefits and these have not been sufficient to cover the costs incurred. If the health insurer is exempt from benefits or disputes its obligation to pay, the policyholder can rely directly on the accident insurer.

### 7. Death benefit

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

### 9. Part of the contract

are also the "General Provisions (GTC) for YACHT-POOL Cabin Charter Insurance" and the General Accident Insurance Conditions (AUB).



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## GUEST DEPOSIT INSURANCE

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### 1. Insured risk

1.1 If the policyholder is justifiably held liable by the charter company, owner or organiser for culpably caused hull damage, the insurer shall be liable up to the amount of the damage incurred, but not more than the sum insured specified in the insurance application. The deductible per loss event is 5% of the deposit or the lower damage, but not less than € 100,-.

1.4 A maximum of the deposit amount agreed in the respective charter contract/booking contract is insured.

1.5 The insured deposit amount must not be lower than the deposit agreed in the charter contract/booking contract, otherwise there is underinsurance. In this case, deposit damages are only settled in proportion to the amount of the agreed deposit insurance to the amount of the deposit agreed in the charter contract.

1.6 The deposit insurance does not exempt you from paying a deposit if the charter contract/booking contract requires it.

### 2. Insured persons

The policyholder and, if applicable, co-insured children up to the age of 14 are insured.

### 3. Claims settlement

The following must be provided as proof of the damage that has occurred:

- Repair invoice or cost estimate
- Proof of payment made
- detailed description of the course and extent of the damage. This description is to be confirmed by the skipper by his signature.
- Booking contract / charter contract (copy)
- Crewlist (Kopie)

### 4. Exclusions

4.1 The insurer is exempt from payment if the insured event was caused intentionally. If the damage was caused by gross negligence, a reduction of the compensation can be made according to the extent of gross negligence. With regard to the legal consequences of breaches of obligations, we refer to § 28 para. 2 VVG.

4.2 The regatta risk is - unless otherwise agreed - impossible.

4.3 Damage caused by other crew members is not insured.

4.4 The skipper should confirm the damage-free course of the trip at the end of the trip. Subsequent deposit claims cannot be recognised.

4.5 Engine and transmission damage is not insured.

### 5. Contract

the "General Provisions (GTC) on the YACHT-POOL berth charter insurance".



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## GUEST CANCELLATION INSURANCE

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### 1. Scope of insurance

The insurer pays compensation:

- 1.1 In the event of no-show, for the cancellation costs owed to the organizer or for other cancellation costs contractually owed by the insurer in connection with the booking.
- 1.2 In the event of interruption of the trip, for the demonstrably incurred additional return travel costs and the other additional costs of the insured person directly caused by this, provided that arrival and departure are included in the insured arrangement; this shall also apply in the event of a subsequent return. The reimbursement of these costs will be based on the quality booked through the trip with regard to the type and class of the means of transport, accommodation and meals. If, in deviation from the booked trip, the return journey by plane is necessary, only the cost of a seat in the simplest aircraft class will be reimbursed. Medical costs, costs for accompanying persons and costs for the repatriation of a deceased insured person are not covered.
- 1.3 The insurer is liable to pay to the extent of Sections 1.1 and 1.2 if, as a result of one of the important reasons listed below, either the insured's inability to travel is to be expected based on general life experience or he cannot reasonably be expected to commence the trip or to end it as planned:
- 1.4 In the event of death, serious accident or unexpected serious illness of the insured, his spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law or, if the trip was booked for 2 persons together, also for the second person, provided that this person is also insured;
- 1.5 If the insured person is intolerant to vaccination or, in the case of joint travel, his or her spouse, the minor children or siblings of the insured person or the parents of an insured minor and registered civil partner, provided that the relative is also insured;
- 1.6 In the event of damage to the property of the insured person or, in the case of joint travel, of one of the insured relatives of the insured referred to in section 1.5 as a result of fire, natural disasters or intentional criminal offences committed by a third party, provided that the damage is proportionate to the

economic situation and the assets of the injured party or if his presence is necessary for the determination of damage.

### 2. Exclusions

2.1 The insurer is exempt from the obligation to pay if the insured event was foreseeable for the policyholder/insured at the time of taking out the insurance (pre-existing conditions) or if the policyholder/insured person caused it intentionally. If the insured has caused the damage through gross negligence, the insurer is entitled to reduce his benefit in a proportion commensurate with the severity of the policyholder's debt.

2.2 The insurer is exempt from the obligation to pay benefits in the event of withdrawal due to pregnancy and all associated complaints and illnesses.

### 3. Insured value, sum insured, deductible

3.1 The sum insured should correspond to the full advertised travel price (insured value). Costs for services not included (e.g. supplementary programmes) are also insured if they have been taken into account in the amount of the sum insured. The insurer is liable up to the amount of the sum insured minus the deductible; if the demonstrably incurred additional redemption costs exceed the insured value, the insurer shall also reimburse the amount in excess of the insured value, less the deductible.

3.2 For each insured event, the insured person bears a deductible. Unless otherwise agreed, this is set at 20%.

3.3 The insured cancellation amount must not be lower than the amount agreed in the charter contract (plus flights, if applicable), otherwise there is underinsurance. In this case, cancellation damages will only be settled in proportion to the amount of the agreed charter cancellation insurance to the charter amount agreed in the charter contract.

#### **4. Obligations of the policyholder and the insured in the event of an insured event**

The policyholder/insured person is obliged to:

4.1 inform YACHT-POOL immediately of the occurrence of the insured event and at the same time cancel the trip at the booking office or, in the case of the trip already started, at the tour operator;

4.2 to provide YACHT-POOL, as far as reasonable, with any relevant information requested and to provide it with all necessary evidence on its own initiative, in particular medical certificates of illness, accidents, incompatibility with vaccination;

4.3 At the insurer's request, the physicians shall be released from the duty of confidentiality with regard to the insured event, insofar as this request can be legally complied with.

4.4 If the policyholder/insured violates one of the above obligations, the insurer is released from the obligation to pay, unless the violation is not due to intent or gross negligence. In the event of grossly negligent breach, the insurer remains obligated to the extent that the breach has had no influence on the determination or scope of the insurer's obligation.

#### **7. Payment of compensation**

If the insurer's obligation to pay has been established in terms of reason and amount, the compensation must be paid out within 2 weeks.

#### **8. Contract**

the "General Provisions (GTC) on the YACHT-POOL berth charter insurance".



# YACHT POOL Product Information Sheets

## BERTH CHARTER INSURANCE EU KC

### 20190603

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

This summary of the essential contents of our berth charter insurance offers you an initial overview (not a complete presentation). Comprehensive information about the product – so-called contract provisions – is contained in the insurance documents (application, insurance certificate, additional agreements, consumer information and insurance conditions).

Please note that this overview is not a substitute for advice or a reading of the contractual provisions.

What type of insurance is it?

**Berth Charter Insurance** section below is valid for all products

**YACHT-POOL**  
INTERNATIONAL



#### What should be considered?

! The berth charter insurance is valid for the private (shared) use of a third-party water sports vehicle (hereinafter referred to as "yacht") on the basis of a written booking/charter contract.

! The policyholder must not be the skipper. Children under the age of 14 are also insured in a parent's contract. In the guest cancellation insurance, this only applies to the extent that the travel costs of the child(ren) are also insured.



#### What is not insured?

We cannot insure all conceivable cases. Otherwise, we would have to charge a significantly higher contribution. For this reason, we have excluded some cases from the insurance cover, for example:

- X For certain risks, you will need separate insurance, e.g. if you are the skipper yourself.
- X Damages resulting from intentional acts;
- X Damage that occurs when participating in motorboat races



#### Where am I insured?

In principle, berth charter insurance is valid worldwide, except in Australia, the U.S.A., Canada and New Zealand. Optionally, coverage of the aforementioned countries is possible on request.



#### What obligations do I have?

- Pay the insurance premiums on time and in full so as not to jeopardize the insurance cover.
- The questions contained in the application must be answered truthfully and completely.
- Inform us if there are any changes to your original information in the offer or later during the term of the contract.

#### In the event of a claim

- Report any claim to us immediately.
- Within the scope of your possibilities, you are obliged to ensure that imminent damage is averted and mitigated.



#### When and how do I pay?

The fees are to be paid once. We will deduct the contribution from your account – as usual. Unfortunately, no other method of payment is possible. Please ensure that your account has appropriate cover so as not to jeopardize your insurance cover.



#### When does the cover start and end?

The contract is concluded for the time specified in the insurance policy - usually the duration of the trip. In the case of direct debit, coverage exists regardless of the time of collection, provided that the direct debit is redeemed.



#### How can I cancel the contract?

Cancellation is not necessary, as a fixed term (duration of the trip) has been agreed.



### What is insured?

The object of guest liability insurance is to examine liability claims asserted against you, to satisfy justified claims and to ward off unjustified claims arising from the (shared) use of a third-party water sports vehicle. Guest liability insurance is subsidiary, i.e. other insurances, in particular water sports liability insurances from e.g. tour operators or charter companies, precede this insurance.

It covers the main liability risks in the case of the private (shared) use of a third-party water sports vehicle. This also includes, for example, the following damages:

Damage caused by you to third parties or their property

Property damage to the chartered yacht itself is insured exclusively as a result **of gross negligence**, provided that it is to be compensated by a court judgment or on the basis of the express consent of the insurer.

Please refer to your insurance policy for the specific amount of the agreed sum insured.

In addition, it has been agreed that the amounts of up to € 52,000 that must be spent by the policyholder abroad in order to be spared from criminal prosecution measures for the time being will be paid in advance (criminal bail).



### What is not insured?

**X** Property damage to the chartered yacht as a result **of simple** negligence or **through no** fault of your own is not insured, as the hull insurance of the yacht or a guest deposit insurance applies here.



### Are there any coverage restrictions?

We cannot insure all conceivable cases. Otherwise, we would have to charge a significantly higher contribution. For this reason, we have excluded or limited some cases from the insurance cover, for example:

**!** damage to the engine, if caused by its improper operation;

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



### What obligations do I have in the event of a claim?

• Liability damage must always be reported immediately to the port captain and, according to the port captain's instructions, also to the police.

• Report any damage to the charter company immediately

• Support us in the determination and settlement of damages, e.g. by immediately informing us of all judicial or official proceedings (e.g. dunning proceedings or lawsuits) that are related to the damage claimed against you. In the case of these proceedings, always file an appeal (e.g. objection) within the prescribed period. We will then carry out the process on your behalf and cover the costs. Provide the instructed lawyer with all the necessary information and provide requested documents.



### What is insured?

The policyholder and, if applicable, co-insured children up to the age of 14 are insured, with the exclusion of persons who are professionally involved in the maintenance and care of the boat. The insurance cover covers all accidents on board a water sports vessel and the dinghy that the insured suffer. It begins after entering the boat and ends when it leaves.

In the event of a claim, the sum insured is divided by the number of persons on the boat at the time of the accident and insured under this contract.

Insurance cover exists for accidents, which exist if the insured person involuntarily suffers damage to his or her health as a result of a sudden external event affecting his or her body. If agreed, the following types of benefits may be insured:

Rescue costs – even if an accident is imminent

Invalidität

Death



### What is not insured?

**X** Accidents of the insured person that occur as a result of intentional crimes.

**X** Accidents that do not occur on board.

**X** Persons in need of permanent care who mainly require outside help for the usual and regularly recurring activities of daily life.

**X** Mentally or mentally ill persons whose health disorder is so severe that they require institutional confinement or constant supervision.



### Are there any coverage restrictions?

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



### What obligations do I have in the event of a claim?

- After an accident that is likely to result in an obligation to pay, you or the insured person must immediately consult a doctor, follow his instructions and inform us.

## Guest Deposit Insurance

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### What is insured?

Claims by the charter company or organiser against the insured person are insured if the latter is justifiably held liable for culpably caused hull damage to the chartered yacht.

In the event of a claim, the insurer is liable up to the amount of the damage incurred, but up to a maximum of the sum insured specified in the insurance application. The maximum amount insurable is the amount of the deposit agreed in the respective charter contract/booking contract.



### What is not insured?

- X The regatta risk is excluded, unless it has been separately agreed.
- X Engine and transmission damage is not insured.



### Are there any coverage restrictions?

- ! The deductible for each loss event is 5% of the deposit or the lower loss, but at least € 100,-
- ! If the damage was caused by gross negligence, a reduction of the compensation can be made according to the extent of gross negligence.



### What obligations do I have?

- The insured deposit amount must not be lower than the deposit agreed in the charter contract, otherwise there is underinsurance. In this case, deposit damages will only be settled in proportion to the amount of the sum insured to the amount of the deposit agreed in the charter contract.

## Guest cancellation insurance

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INTERNATIONAL



### What is insured?

The cancellation costs incurred by the insured person in the event of a  
or a non-start of the trip.

Under certain conditions, additional return travel costs and the additional costs caused by them are also insured.

Insured reasons for the inability to travel or its unreasonable scheduled execution can be:

death or serious illness of the insured, spouse or close relative,

Serious damage to the insured's property that necessitates his presence.

You can find the sum insured on your insurance certificate, which must correspond to the insured value of the entire insured travel services.



### What is not insured?

- X Travel cancellations caused directly or indirectly by war or civil war events, political violence, riots, riots or nuclear energy.
- X Withdrawal due to pregnancy and all associated complaints and illnesses.



### Are there any coverage

- ! The insurer is released from the obligation to pay, if the insured event was foreseeable for the policyholders/insured persons at the time of taking out the insurance (e.g. in the case of pre-existing conditions) or if the reason for cancellation was caused intentionally.
- ! If the insured has caused the damage through gross negligence, the insurer is entitled to reduce his benefit in a proportion commensurate with the severity of the fault.
- ! We pay up to the agreed sum insured. If a deductible has been agreed, this must be taken into account for each insured event.



### What obligations do I have?

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

#### In the event of a claim

- cancel the trip immediately at the booking office or the tour operator and request confirmation.
- As a prerequisite for settling the claim, we need documents that prove the cause and amount of the payment claim, in particular medical certificates.