YACHT-POOL- Product Information Sheets for
PROFESSIONAL SKIPPER INSURANCE

EU BS 20261117

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

Insurer:

YACHT-POOL Versicherungs-Service GmbH

www.yacht-pool.com

You will find the corresponding insurance provider for each insurance product in your offer.

This summary of the essential contents of our yacht insurances offers you an initial overview (not a complete presentation). Comprehensive information on the product - so-called contractual provisions - are contained in the insurance documents (application, insurance certificate, additional agreements, consumer information and insurance conditions).
Please note that this overview does not replace any advice or reading of the contract terms.

What kind of insurance is it?

PROFESSIONAL SKIPPER INSURANCE

The following section is valid for all products.

What is to be considered?

! The yacht insurances apply to the use of a chartered (unless otherwise agreed) water sports vehicle (hereinafter "yacht"), which is chartered based on a written charter contract and used for private purposes.
! The policyholder must be the skipper.

What is not insured?

We cannot insure all conceivable cases. Otherwise we would have to demand a considerably higher premium. Therefore, we have excluded some cases from the insurance coverage, for example:

✗ Damage due to intentional action;

✗ Damage that occurs when participating in motorboat-races

✗ the use of your own ship. There are many other insurance solutions, e.g. for skippers who take paying guests (berth charter).

Where am I insured?

✔ Charter insurance is generally valid worldwide except in Australia, U.S.A., Canada and New Zealand. Optionally, a coverage for the aforementioned countries is possible on request.

What obligations do I have?

- Pay the insurance premiums in due time and in full so as not to endanger the insurance cover.
- The questions in the application must be answered truthfully and completely.
- Let us know if there are any changes to your original details in the offer or later during the term of the contract.

In case of damage

- Inform us about every claim immediately.
- You are required, as far as possible, to avert and mitigate the threat of damage.

When and how do I pay?

The contributions have to be paid annually, usually via a direct debit authorization (SEPA). If you give us a direct debit authorization, please provide sufficient funds on your account, otherwise the coverage is endangered.

When does the coverage begin and end?

- The contract is concluded for the time specified in the insurance policy. Please note that the insurance coverage does not start until the first premium has been paid within two weeks of receiving the insurance certificate. In case of a direct debit authorization, coverage is independent from the time of transfer.
- If a contract period of 12 month is agreed, the contract is extended by one year each year, if we have not received your notice of cancellation at least one month before the end of the respective insurance year.
- If a contract period until 31st of December is agreed, the contract ends without a notice of cancellation.

How can I cancel the contract?

You or we may terminate the contract with a notice period of one month from the anniversary date of commencement. In addition, you and us have further termination rights. This includes e.g. the right that you or we can terminate the contract early if we have provided a service.

PROFESSIONAL SKIPPER LIABILITY-INSURANCE

What is insured?

✔ The object of Skipper Liability Insurance is to examine liability claims asserted against you, to satisfy justified claims and to avert unjustified claims arising from the use of a chartered water sports vehicle. Skipper liability insurance is subsidiary, i.e. other insurance, in particular water sports liability insurance of e.g. organizers or charter companies are advancing this insurance.

✔ It covers the main liability risks in the private practice of water sports with a chartered / rented water sports vehicle. This includes, for example, the following damages:

✔ Damage caused by you to third parties or their property as a skipper of a chartered yacht.

✔ Property damage to the chartered yacht itself is exclusively insured as a result of **gross negligence**, provided that this is decided by a judicial decision or the express consent of the insurer. The agreed sum insured can amount to up to 10 million euros. The actual amount can be found on your insurance certificate.

✓ In addition, it is agreed that amounts up to € 100,000, that must be paid by the policyholder abroad will be paid in advance in order to be spared from prosecution measures for the time being (penalty deposit).

What is not insured?

✗ Property damage to the chartered yacht as a result of ordinary negligence or of no fault is not insured, because the hull insurance of the yacht or a charter-deposit insurance provides coverage in such cases.

Are there any coverage restrictions?

We cannot insure all conceivable cases. Otherwise we would have to demand a considerably higher premium. Therefore, we have excluded some cases from the insurance coverage, for example:

! Damage to the engine if caused by its improper operation;

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

What obligations do I have in a case of damage?

● Liability damages are always to be reported immediately to the port captain, according to instructions of the port captain also to the police.

● Also report any damages immediately to the charter company.

● Support us in the determination and settlement of claims, for example by informing us about all court or administrative proceedings (e.g. dunning procedures or legal action) in connection with the damage you have suffered. Always file legal remedies (e.g. objection) within these procedures in due time. We then run the process on behalf of you and pay the costs. Give the solicitor the required information and provide the required documents.

PROFESSIONAL SKIPPER ACCIDENT-INSURANCE

What is insured?

✓ Insured is the skipper. The insurance coverage extends to all accidents on board of the water sports vehicle and the dinghy, which affect the legitimate occupants. It starts after entering and ends with leaving the boat

✓ Insurance coverage exists for accident events; these occur when the insured person involuntarily suffers damage to health as a result of an event that suddenly affects him/her from the outside. If agreed, the following types of benefits can be insured:

✓ Salvage costs - already if an accident threatens

✓ disability

✓ death

What is not insured?

✗ Accidents of the insured person caused by intentional crimes.

✗ Accidents that do not happen on board.

✗ Persons who need permanent care for the ordinary and regularly recurring activities of daily life and largely depend on foreign aid.

✗ Mentally or psychologically ill persons whose health disorder is so severe that they require institutional care or constant supervision.

Are there any coverage restrictions?

! Accidents caused by loss of consciousness as well as strokes, epileptic seizures or other seizures.

! Accidents caused directly or indirectly by war or civil war events.

What obligations do I have in a case of damage?

● The insured person must immediately consult a doctor, follow his orders and inform us after an accident that is likely to result in a benefit.

PROFESSIONAL CHARTER DEPOSIT-INSURANCE

What is insured?

✓ Insured are the charter company's claims against the insured if he is held liable for a culpably caused damage to the chartered yacht.

✓ In the event of damage, the insurer is liable up to the amount of the damage, but no more than the sum insured stated in the insurance policy. The maximum amount that is insurable is the deposit agreed in the charter contract.

What is not insured?

✗ The regatta risk is excluded, unless it has been agreed separately.

Are there any coverage restrictions?

! The deductible applicable to each loss event shall be determined in accordance with the provisions set out in the insurance policy.

! If the damage was caused by gross negligence, a reduction of the replacement benefit can be made according to the extent of gross negligence.

What obligations do I have?

● The insured amount of the deposit must not be lower than the deposit agreed in the charter contract, otherwise the policyholder is underinsured. In this case, deposit losses are only regulated in proportion to the amount of the agreed deposit insurance to the amount of the security agreed in the charter contract.

PROFESSIONAL CONSEQUENTIAL DAMAGE-INSURANCE

What is insured?

✓ The insurance covers the financial loss suffered by the owner or charter company of a yacht chartered by the policyholder because the yacht cannot be used for the subsequent charter due to culpable damage caused by the skipper or his crew.

✔ Returning too late due to weather (strong winds with peak gusts over 7 Bft.) or late returning due to personal injury, accident or acute hospitalization is also covered.

✔ In the event of damage, the insurer is liable up to the amount of the damage incurred, however, up to a maximum of EUR 25,000.

✔ The insured yacht length must not be less than the yacht length specified in the charter agreement

What is not insured?

✗ The regatta risk is excluded, unless it has been agreed separately.

✗ Downtime due to engine and transmission damage is not insured.

✗ Damage not caused by the charterer or his crew (force majeure, e.g. lightening)

Are there any coverage restrictions?

! In the event of late return of the yacht due to accidental personal injury, weather-related circumstances or in case of acute illness with hospitalization, no deductible will be charged. In all other cases, the first 3 days of downtime will not be replaced.

What obligations do I have in a case of damage?

As a condition for the settlement of claims, we require documents that specify the event and the right to compensation. Please refer to the insurance conditions.

PROFESSIONAL CHARTER CANCELLATION-INSURANCE



What is insured?

✔ The cancellation fee that the skipper has to bear in the event of cancellation of the trip or no-show.

✔ If, due to the failure of the skipper, the trip is cancelled for all crew members, the entire cost of all travellers is insured – if applied and stipulated in the policy.

✔ the expenses of the skipper can be insured and must be explicitly noted in the policy.

✔ Under certain conditions, additional return travel costs and the resulting additional costs are insured.

✔ Insured reasons for the inability to travel or their unreasonable implementation can be:

✔ Death or serious illness of the insured, spouse or close relative,

✔ Serious damage to the property of the insured, which makes his presence necessary.

✔ The sum insured can be found on your insurance certificate, it must correspond to the insured value of the entire insured travel services.



What is not insured?

✗ Travel failures caused directly or indirectly by war or civil war events, political violence, riots, civil unrest or nuclear energy.

✗ Resignation from travels due to pregnancy and all associated complaints and illnesses. (Unless otherwise agreed in advance)

✗ The insurance covers the costs that the policyholder (= skipper) has to bear due to his travel cancellation or break. This may exceed the agreed sum insured, e.g. due to repatriation costs or other associated expenses.

Cancellation or break of crew members is not insured. For these we recommend a guest charter cancellation insurance.



Are there any coverage restrictions?

! The insurer is exempted from the obligation to pay if the policyholder was able to foresee the insured event at the time the insurance was completed (pre-illness) or if the policyholder / insured intentionally caused it.

! If the insured caused the damage by gross negligence, the insurer is entitled to reduce its performance in proportion to the seriousness of the policyholder's fault.

! We pay up to the agreed sum insured. If a deductible has been agreed, this must be considered for each insured event.



What obligations do I have?

● The sum insured must not be lower than the insured costs, otherwise underinsurance exists. In this case, benefits are only regulated in proportion to the amount of the insured sum to the actually insured costs.

In case of damage

● Cancel the trip immediately at the booking office or the agency and request a confirmation.

● For claims settlement, we require documents proving the cause and amount of the payment claim, in particular medical certificates.

YACHT-POOL-General Conditions for

PROFESSIONAL SKIPPER INSURANCES

EU BS 20261117

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§ 1 Base of Coverage

1. The general provisions on PROFESSIONAL SKIPPER INSURANCES apply to all insurances offered by YACHT-POOL. These are:

- Professional Skipper-Liability Insurance with Seizure Insurance
- Professional Skipper- Accident Insurance
- Professional Charter-Deposit Insurance
- Professional Charter-Consequential Damage Insurance
- Professional Charter-Cancellation Insurance

2. Professional Skipper Insurance is based on the written charter contract for water sports vehicles or the written contract with a third party for the service as skipper / sailing instructor or a written contract for the transfer of a water sport vehicle.

2.1 Private trips are co-insured if a written charter contract exists. In this case, the duration of the journey may not exceed 3 weeks of total duration per charter contract.

2.2 If there is no charter contract, the insurance can be completed after consulting YACHT-POOL. In such cases, you will receive the YACHT-POOL Privat-Charter Agreement, which must be submitted to and accepted by YACHT-POOL.

3. The skipper must be the policyholder. If the policyholder is not the skipper, there is no insurance coverage for the corresponding cruise. Any special agreements must be noted in the policy.

4. Only the services and insurance coverages agreed upon by the policyholder in the application apply. An increase in the insured sum during the contract period is possible after consultation.

5. The insurance can be completed at any time before the journey starts.

6. License Clause
6.1 If an official permit is required to operate a water sports vehicle, the insurer will remain exempt from the obligation to pay if the responsible operator does not have the officially prescribed permit when the insured event occurs.

6.2 The obligation to perform remains unaffected for the policyholder if the skipper was allowed to assume the license without fault.

7. The insurance is valid from receipt of the premium (see §2 article 1). If the policyholder is not responsible for the non-payment, then there is insurance coverage even without receipt of money.
8. Charter insurance has worldwide coverage except for the following regions: U.S.A., Canada and Australia. On request, additional coverage of the above-mentioned countries is possible.

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

§ 2 General contractual arrangements

1. Payment of the premium
a) With debit authorization of the premium:
Insurance cover is provided (subject to the cover of the account) regardless of the time of actual debiting. The premium will be debited shortly before the agreed commencement of the insurance cover.

b) Payment by invoice:
Where payment is made by invoice, the premium must be paid immediately upon issue of the invoice and, in any event, prior to the commencement of the charter. Failing this, insurance cover may not be available in the event of a claim.

You are therefore strongly advised to arrange payment in good time, and no later than one week prior to the commencement of the charter.
c) (optional) If paying by credit card: The conclusion of the insurance contract is possible at any time, but at the latest before the journey starts.

2. Insurance Contract
a) The insurance contract is concluded by the receipt of the insurance certificate.

b) The insurance is valid for 12 months from the date of commencement of the insurance and is automatically extended, except in the case of special agreements noted in the policy (e.g.: charter cancellation insurance, which ends at the end of the respective trip).
The decisive factor is therefore only the beginning and the end of the policy.

c) The period of notice is one month before the end of the insurance year, unless otherwise agreed.

3. Damages
a) Damages must be reported as soon as possible, but no later than 4 weeks after the occurrence of the damage, to your responsible YACHT-POOL representative office, where you have been insured. All necessary documents are to be submitted to us swiftly after the damage. Otherwise the damage payment can be forfeited.

b) The policyholder is obliged to provide all necessary documents and, in case of personal injury, to discharge the attending physicians from confidentiality on the instructions of the insurer.

c) If one of the aforementioned obligations or obligations specified in the individual insurance product is intentionally breached, the policyholder may lose his insurance cover. In the event of a grossly negligent breach of a duty, the insurer is entitled to reduce his performance in proportion to the seriousness of the policyholder's fault. If the policyholder proves that he did not violate the obligation by gross negligence, the insurance coverage will remain in place.
The insurance coverage will continue to exist if the policyholder proves that the violation of the obligation was not the cause for the occurrence or the determination of the insured event nor for the determination or the scope of the insurer's performance. This does not apply if the policyholder has fraudulently breached the obligation. The knowledge and the fault of the insured persons are equal to the knowledge and the fault of the policyholder.

d) Liability damages are always and immediately to be reported to the port captain, and according to the port captain also to the police. Otherwise the insurance cover can be omitted.

e) If an obligation of the charter contract and / or the yacht insurer is intentionally breached, the insurance cover may also be cancelled. In the case of a grossly negligent breach of a duty, the insurer is entitled to reduce its performance in proportion to the extent of the fault of the policyholder.

f) Regardless of § 2 Article 3 d, any damage must be reported immediately to the charter company. Failure to comply with that may result in that the insurance protection may be omitted in whole or in part.

4. Documents in case of damage
a) In case of claim we need the following documents: Charter contract, crew list, proof of deposit actually paid (credit card receipt, receipt), detailed cost statement of the charter company (invoice, cost estimate), detailed damage claims, signed by the skipper and crew and detailed (if available) damage report with pictures.

b) Additional documents required in the event of a claim are noted in the respective insurance division or are requested separately and must be submitted to YACHT-POOL. Otherwise the compensation payment can expire.

c) Authorized claims payments are made quickly!

5.1. Sanction clause for the insurer Zurich
Without prejudice to the other provisions of the contract, insurance coverage exists only to the extent and for which no economic, commercial or financial sanctions or embargos of the European Union or the Federal Republic of Germany directly applicable to the contracting parties are in conflict.
This also applies to economic, commercial or financial sanctions or embargoes issued by the United States of America with regard to Iran, insofar as this is not precluded by European or German legislation.

5.2. Sanction clause for the insurer AXA
Without prejudice to the other provisions of the contract, insurance cover exists only insofar and as long as no economic, commercial or financial sanctions or embargos of the European Union or the Federal Republic of Germany / Austria that are directly applicable to the contracting parties conflict. This also applies to economic, commercial or financial sanctions or embargoes issued by the United States of America with regard to Iran, insofar as this does not conflict with European or German / Austrian legislation.

Special YACHT-POOL-Conditions
EU BS 20261117 for the

PROFESSIONAL SKIPPERLIABILITY-INSURANCE

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1. Performance Specifications

1.1 The insurance covers the statutory liability of the policyholder from the use of a foreign motor yacht or a foreign sailing yacht, which is used for commercial or private purposes on the basis of a written charter contract, in accordance with the General Conditions of Insurance for Liability Insurance and the Special Conditions below or is made available directly by the owner of the vessel or its management company for commercial or private purposes.

1.2 The skipper must be the policyholder.

1.3 The sum insured is once maximized per insurance year.

2. Insured Risks

2.1 Co-insured are the claims of the crew members against the poicy holder. For each claim of personal liability or property damage the deductible is € 500,-

2.2 Gross negligence
Property damage to the chartered yacht (including equipment and accessories as well as dinghy and outboard motor) are exclusively insured as a result of gross negligence, provided that they are to be replaced by a judicial verdict or based on a settlement made with the express consent of the insurer. Such damage will be refunded less a deductible of € 2,550.-
Such damages are covered up to a maximum of €500,000 per year.

2.3 Co-insured is also the statutory liability from the tow of water skiers and paragliders.

2.4 Co-insured is the legal liability from the use of a dinghy belonging to the chartered yacht.

2.5 Co-insured are pecuniary losses that are attributable to insured personal injury. The sum insured per loss event is € 51,000, limited to a total benefit of € 102,000, for all insured events of one insurance year.

2.6 Co-insured is the defense of unjustified claims for damages according to the general insurance conditions for the liability insurance. If, in an insured event, a legal dispute arises over claims for damages against the policyholder, the insurer is authorized to conduct the litigation. He carries out the legal dispute on behalf of the policyholder at the expense of the insurance (general insurance conditions for the liability insurance).

3. Not insured:

3.1 is the personal liability of the water skier, paraglider pilot and other towed persons;

3.2 is the liability for damage resulting from the participation in motorboat races or the related exercise runs;

3.3 is damage to the chartered yacht including all equipment, dinghies and other accessories, as far as they are not insured under no. 2.2 (e.g. damage not caused by gross negligence);

3.4 is damage to the engine;

3.5 is damage in connection with criminal acts (customs offense, drug, alcohol abuse etc.);

3.6 is damage to glasses, binoculars, mobile phones, tablets, computers, media players, cameras, photos and optical or electronic aids or devices, including software;

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

3.8 are liability claims of the policy holder against third parties;

3.9.1 are liability claims of third persons among themselves; the same applies to third-party liability claims against the policyholder in the event of damage to property and personal injury, insofar as these amount to less than EUR 500,-
3.9.2 are liability claims of crew members or guests against the policyholder in the event of damage to property, insofar as these amount to more than EUR 2.500,-;

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

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

3.12 is damage to the chartered boat (exception point 2.2 gross negligence).

4. Insurances of the ship
The policyholder is obliged to let the charterer or owner certify a proof of a valide liability insurance as well as a comprehensive insurance.

5. Damages Abroad

5.1 Notwithstanding the General Insurance Conditions for Liability Insurance, the legal liability for loss events throughout the world except Australia, U.S.A., Canada and New Zealand is included.

Optionally, a hedge of the aforementioned countries is possible on request and must be noted in the policy, otherwise not co-insured.

With a damage events in the USA, Australia, Canada and New Zealand, the insurer's expenses for services will be credited against the coverage amount, notwithstanding the General Liability Insurance Conditions. Costs include: lawyer, expert, witness and court costs; expenses for the avoidance or reduction of the damage on or after the occurrence of the insurance case as well as damage calculation costs, including travel expenses, which the insurer does not incur itself. This also applies if the costs were incurred on the instructions of the insurer. Excluded from the insurance cover remain claims for compensation with punitive character, in particular punitive or exemplary damages. Excluded remain claims for damages due to environmental damage, such as damage caused by contamination or other adverse changes in the soil, the air or water (including groundwater) and by noise or other effects.

5.2 The benefits of the insurer are paid in euros.

5.3 The obligation of the insurer shall be deemed to have been fulfilled on the date on which the euro amount is authorized to a domestic financial institution.

5.4 It has been agreed that the insurer pays in advance the amount of up to € 100,000 that must be expended by the policyholder abroad in order to be spared from prosecution (bail bond). This advance payment must be repaid by the policyholder to the insurer within six months from the date of payment by the insurer.

6. Water Pollution Damage

6.1 Insured in the scope of the contract shall be, whereby financial losses shall be treated as property damage, the legal liability of the policyholder for direct or indirect consequences of changes in the physical, chemical or biological condition of a body of water including groundwater (water damage) with exclusion of the following water damage:

6.2 By introducing or pouring substances harmful to the aquatic environment into waters or by other conscious action on or treatment of waters. This also applies if the action is required to save other legal interests.

6.3 By operational dripping or leakage of oil or other liquids from tank caps, refueling equipment or mechanical equipment of the boat.

6.4 Excluded are liability claims against the persons (policyholder or each co-insured person), which have caused the damage by intentional deviation from the water protection laws, ordinances, instructions to the policyholder or injunctions.

6.5 Liability claims are excluded for damages, which are directly or indirectly based on war events, other hostile actions, riots, civil unrest, general strike or directly on disposals or measures of the high-hand. The same applies to damage caused by force majeure, insofar as elemental forces of nature have had an effect.

7. Contract Component

are also the "General conditions (GC) to the professional skipper insurances" and any other special provisions.

Special YACHT-POOL-Conditions
EU BS 20261117 for the

PROFESSIONAL SKIPPERACCIDENT-INSURANCE

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1. Insured Risk

The insurance cover extends to all accidents sustained by the policy-holder on board the ship under the general accident insurance conditions. It starts after entering the boat and ends with leaving. The use of the dinghy is included in the insurance.

2. Scope of Service

The skipper (= policyholder) is provided with the insurance amounts according to the policy alone and undivided.

3. Exclusions

No insurance cover exists in the event of accidents that occur to the insured as a result of being involved as a driver, passenger or occupant of a motor vehicle in driving events, including the associated exercise runs, in which the achievement of maximum speeds is important.

4. Inclusion of Salvage Costs

4.1 The insurance covers, according to the application, up to € 60,000, - for the skipper's spent costs of salvage:

4.2 for searches for accident victims, even if there is only the presumption of an accident, and in distress due to storm or severe damage to the vessel;

4.3 for the rescue of accident victims and their transfer to the nearest hospital, including the necessary additional costs incurred as a result of the accident for the return to the hometown;

4.4 for the return transport of accident deaths to the hometown.

4.5 If a single health insurance is completed and valid at the same time, compensation for salvage costs is only granted in the context of accident insurance insofar as the health insurer has fully fulfilled his contractual obligations and these have not been sufficient to cover the costs incurred. If the health insurer is indemnified or disputes his obligation to pay, the policyholder can directly contact the accident insurer.

5. Contract Component

are also the "General conditions (GC) to the professional skipper insurances" and the General Accident Insurance Conditions (AUB).

Special YACHT-POOL-Conditions
EU BS 20261117 for the

PROFESSIONAL CHARTERDEPOSIT-INSURANCE

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1. Insured Risk

1.1 The Professional Charter Deposit Insurance applies to professional skippers who organize charter cruises for a fee or who lead the ship to gain other monetary benefits by charter companies, the corresponding management companies or the owner of the vessel to operate the vessel in return for payment or any other financial benefit.

1.2 If the Insured Person is held liable by the Principal for a hull damage loss caused through his or her fault and such claim is legally justified, the Insurer shall indemnify up to the amount of the loss incurred, but not exceeding the sum insured stated in the insurance application. The deductible for each loss event shall be governed by the provisions set out in the insurance policy.

1.3 rental agreements between professional skipper and charterer as private persons require the prior consent of the insurer and must be available to YACHT-POOL upon application.

1.4 The maximum amount insured is the amount of the deposit agreed in the respective charter contract.

1.5 The insured amount of the deposit must not be lower than the deposit agreed in the charter contract, otherwise the policiholder is underinsured. In this case, deposit losses are only regulated in proportion to the amount of the agreed deposit insurance to the amount of the security agreed in the charter contract.

1.6 The deposit insurance does not release from the obligation to pay the deposit at the base unless otherwise agreed in writing with YACHT-POOL.

1.7 The deposit insurance is only valid for the period specified in the insurance policy.

2. Insured Persons

Insurance coverage is provided to the skipper as the policyholder.

3. Settlement of Claims

As proof of the damage occurred the following has to be provided:
• Repair invoice or quotation
• Voucher / proof for the payment made
• detailed description of the course and extent of the damage. This description must be confirmed by the skipper and all crew members by their signature.
• Charter contract (copy)
• crew list (copy)

4. Exclusions

4.1 The insurer is released from the benefit if the insured event was intentionally caused. If the damage was caused by gross negligence, a reduction of the replacement benefit can be made according to the extent of gross negligence.

4.2 The regatta risk is - unless otherwise agreed - excluded. Concerning the legal consequences of breaches of obligations are listed in section 28 (2) VVG.

4.3 The Skipper shall, upon redelivery of the yacht, obtain written acknowledgement from the owner, charter company or management company confirming that the yacht has been redelivered in good order and condition. Subsequent claims for damages can not be accepted.

5. Contract Component

are also the "General conditions (GC) to the professional skipper insurances".

Special YACHT-POOL-Conditions
EU BS 20261117 for the

PROFESSIONAL

CHARTERCONSEQUENTIALDAMAGE-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Insured Risk

The insurance covers the legitimate financial loss suffered by the yacht owner or charter company as a result of property damage caused through the fault of the Skipper or the Skipper's crew and indemnifiable under the hull insurance, where the yacht cannot be used for the subsequent charter. The Insurer shall provide indemnity, provided that the charterer is legally liable to pay damages.

1.1 due to statutory provisions or

1.2 due to the provisions of the charter contract, or

1.3 due to weather conditions (e.g. due to strong wind with peak gusts over 7 Bft) a harbor located on the way to the destination was entered or could not be left and therefore the yacht could not be returned on time, or

1.4 due to personal injury caused by accident, or

1.5 due to acute illness with hospitalization, which does not enable the skipper and / or crew to return the vessel in time to the base. (In case of damage we need a medical certificate on the spot to regulate the damage in case of illness.)

1.6 The insured yacht length must not be less than the yacht length specified in the charter agreement.

2. Insured Persons

Insurance coverage is provided to the skipper as the policyholder and the respective crew members.

3. Provided Benefits

The insurer replaces the damage caused to the charterer by revenue shortfall in lost charter days. The insurer's assessment basis for the days of absence set out in point 1 corresponds to the daily rate resulting from the proportionate calculation of the yacht's pure charter (excluding additional services, such as flight costs etc.) in accordance with the charter contract of the subsequent charterer.

Days of drop out are only days for which the yacht was chartered prior to the occurrence of the claim and for which no yacht of the owner could be made available for alternative use.

Should the insured skipper be absent due to an accident, and there is no co-skipper to return the yacht to the base in time, the cost of a replacement skipper returning the yacht will be reimbursed in usual amount.

In the event of late return of the yacht due to accidental personal injury, weather-related circumstances (see section 1.3 - 1.5) or in case of acute illness with hospitalization, no deductible will be charged.

In all other cases, the first 3 days of absence will not be replaced. The total compensation shall be limited to the amount specified in the insurance policy.

4. Not insured

4.1 The downtime of the yacht due to engine failure,

4.2 Damage not caused by the charterer or his crew (eg force majeure, lightning, etc.),

4.3 Damage incurred in regattas, unless the cover of the regatta risk is agreed separately.

5. Obligations of the Policyholder

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

5.1 Report of the damage signed by the skipper and all passengers of the yacht at the time of the damage event

5.2 Copy of the complete charter contract

5.3 Copy of the complete follow-up charter contract of the charterer, who was unable to take over the ship he had booked due to the damage

5.4 Report by the agency, or the charter company, to which vessel the subsequent charterer has been rebooked

5.5. Confirmation of the agency that it was not possible to transfer the booking to a suitable ship

5.6 License of the skipper

5.7 A meaningful weather report

6. Contract Component

are also the "General conditions (GC) to the professional skipper insurances".

Special YACHT-POOL-Conditions
EU BS 20261117 for the

PROFESSIONAL
CHARTERCANCELLATION-INSURANCE

German law applies. In the event of discrepancies in translations, the original German version shall prevail, to the extent permitted by law.

1. Level of Insurance

1.1 The insurer pays compensation to the policyholder:

1.1.1 for the cancellation fees contractually owed by the insured skipper to the charter company or any other expenses owed by the insured in connection with the trip e.g. flights, if they were also insured and noted in the policy.

1.1.2 The insurer also pays compensation for other in connection with the trip contractual owed expenses, e.g. flights of the guests. This only applies if the flight costs of the guests were also insured, a list of persons was submitted and stipulated in the policy.

1.1.3 Not insured are the expenses of the skipper. These can be insured after consultation with YACHT-POOL and must be explicitly noted in the policy.

1.2 If the trip is ended prematurely, the insurer also pays compensation to the policyholder for

1.2.1 the pro-rata share of the unused charter. This only applies if the ship could not be chartered to another customer.

1.2.2 the proofed additional return travel costs and the other additional costs of the insured directly caused thereby, provided that arrival and departure are included in the insured arrangement; this also applies in the event of subsequent return.
The reimbursement of these costs will be deducted in relation to the type and class of means of transport, accommodation and meals on the quality booked by the trip. If, contrary to the booked trip, the return journey by plane is required, only the cost of a seat in the simplest aircraft class will be reimbursed. Not covered are medical costs, costs for escorts and costs for the transfer of a deceased insured person.

1.2.3 the proportionate expense allowance of the skipper, provided that it is co-insured by 1.1.3.

1.3 The insurer shall be liable to pay benefits if, as a result of one of the following important reasons, either the inability to travel of the insured person according to general life experience is to be expected or if the commencement of the journey or its scheduled termination can not reasonably be expected:

1.4 In the event of death, serious accident or unexpected serious illness of the insured, his or her spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law.

1.5 In case of vaccine intolerance of the insured person.

1.6 in the event of damage to the property of the insured as a result of fire, natural disasters or willful intent of a third party, if the damage is considerably large in proportion to the economic situation and assets of the insured person or if his presence is necessary to assess the damage.

2. Exclusions

2.1 The insurer is not liable for the dangers of war, civil war or war-like events, and those arising from the hostile use of war tools and the presence of war tools as a result of any of these dangers, political violence, riots, other civil unrest and nuclear energy.

2.2 The insurer is exempted from the obligation to pay if the policyholder was able to foresee the insured event at the time the insurance was completed (pre-illness) or if the policyholder intentionally caused it. If the insured caused the damage by gross negligence, the insurer is entitled to reduce its performance in proportion to the seriousness of the policyholder's fault.

2.3 For resignation because of pregnancy and all associated complaints and illnesses if agreed in advance.

3. Insured Value, Sum Insured, Deductible

3.1 The insured sum should correspond to the full costs of the journey. The insurer is liable up to the amount of the insured sum minus deductible; If the demonstrably incurred additional return travel costs exceed the insured sum.

The insurer will also replace the amount exceeding the insured value less deductible.

3.2 For every insured event, the insured person carries a deductible. This is - unless otherwise agreed - determined to 20 %.

3.3 The insured sum must not be lower than that agreed costs in the charter contract (plus flights, if applicable), otherwise underinsurance exists. In this case, resignation damages shall only be regulated in proportion of the insurance sum in relation to the total costs.

4. Obligations of the Policyholder and the Insured in case of Damage

The policyholder / insured is obliged to:

4.1 Notify YACHT-POOL without delay of the occurrence of the insured event and at the same time cancel the trip at the booking office or, in the case of the trip already started, with the tour operator;

4.2 to provide YACHT-POOL, as far as reasonable, any relevant information and to provide all necessary evidence of his own accord, in particular medical certificates of illness, accident, vaccine intolerance;

4.3 At the request of the insurer, release the doctors from confidentiality in relation to the insured event, insofar as this request can be legally fulfilled.

4.4 If the policyholder one of the above-mentioned obligations, the insurer is released from the obligation to perform the service, unless the breach is neither based on intent nor on gross negligence.

In the event of grossly negligent breach, the insurer shall remain obligated insofar as the breach has neither influenced the determination or the scope of the service of the insurer.

5. Crew-list and contracts

In case of damage, the crew list submitted to the agency and the contracts between the insured person and the crew must be presented.

7. Payment of Compensation

If the insurer's obligation to pay is determined on the merits and the amount, the compensation must be paid within 2 weeks.

8. Contract Component

are also the "General conditions (GC) to the professional skipper insurances" and any other special provisions.