

EIS European Insurance & Services GmbH  
Scharfe Lanke 109-131  
D-13595 Berlin

Please send us the completed application rapidly and simply via

Fax: +49 (0)30 214082 - 89  
E-mail: antrag@eis-insurance.com

For any question please contact us via

Tel.: +49 (0)30 214082 - 0  
E-mail: germany@eis-insurance.com

Agency number: \_\_\_\_\_

**Application**

With this application you can conclude our individual Skipper & Crew insurances as well as combined, more favorable package offers. Further details regarding the scope of insurance can be found in our customer information and terms and conditions for the Skipper & Crew insurances which are part of this application. The concluded insurances are legally independent contracts with different application deadlines and contract periods. In all stated insurance premiums the legal insurance tax is included. Clients who have their residence outside the European Union are forced to pay the respective taxes and fees arising from this contract by their own in their countries. A SEPA direct debit mandate is obligatory. As an alternative you can use the possibility for an online conclusion on our website www.eis-insurance.com.

**I hereby apply for the conclusion of the following insurances:**

Please cross the requested insurance cover.

The following fields marked with a \* are mandatory fields and must be filled in.

**Policy holder/applicant**

- |                    |       |                         |       |
|--------------------|-------|-------------------------|-------|
| 1. Surname *       | _____ | 2. Name *               | _____ |
| 3. Street, No. *   | _____ | 4. ZIP, City, Country * | _____ |
| 5. Date of birth * | _____ | 6. Nationality *        | _____ |
| 7. E-Mail *        | _____ | 8. Telephone *          | _____ |

**Extended Skipper Third-Party Liability Insurance based on the general conditions for the Skipper & Crew insurances and the conditions for the Extended Skipper Third Party Liability Insurance**

Covered by the **Extended Skipper Third-Party Liability Insurance** is the legal liability insurance of the insured person as a private, non-commercial, skipper of a chartered foreign sailing and motor yacht.

The insurance sum is **3.000.000,- EUR or 6.000.000,- EUR for personal and property damage and additionally 100.000,- EUR for financial losses**. The yacht's liability insurance and fully comprehensive insurance are obliged to perform in advance. So the Skipper Third-Party Liability Insurance is always subsidiary.

Covered are:

- a) Damage to the chartered yacht in case of proven gross negligence up to **550.000,- EUR**  
(in case of damage a deductible of 2.500,- is deemed as agreed)
- b) Liability claims of the entire crew among each other up to **3.000.000,- or 6.000.000,- EUR**  
(In case of property damage as far as they exceed 150,- EUR per claim)
- c) Security deposit in case of seizure in a foreign harbor up to **50.000,- EUR**
- d) Claims of the yacht owner for charter losses due to a self-inflicted major damage to the yacht up to **20.000,- EUR**  
(the costs for the first three days of the charter loss must be partly taken by the policy holder)
- e) 1.000 EUR for hotel and travel costs to the charter base if the charter trip must be cancelled due to a damage causing an impossible return due to insufficient seaworthiness of the yacht.

**Insurance benefit:** Examination of the question if and to what extend there is the obligation to compensate, if yes – the compensation of the damage in money, if no – the rejection of unauthorized claims for damages. If legal action is taken the insurer will lead the process and will also pay the costs.

9. Start of Insurance \_\_\_\_\_ 12:00 Uhr

The insurance contract is firstly concluded for one year. It is renewed tacitly year by year if it is not cancelled in writing three months prior to termination. As an alternative, as far as crossed below, the contract ends with expiration of the minimum contract period.

10.  The insurance contract should end automatically after 12 months from the commencement of the contract.

**The annual insurance premium including the legal insurance tax is:**

	<b>Sailing yachts</b>		<b>Motor and sailing yachts</b>	
	<b>3.000.000 EUR*</b>	<b>6.000.000 EUR*</b>	<b>3.000.000 EUR*</b>	<b>6.000.000 EUR*</b>
up to 10m lengths	<input type="checkbox"/> 65,- EUR	<input type="checkbox"/> 77,- EUR	<input type="checkbox"/> 72,- EUR	<input type="checkbox"/> 88,- EUR
over 10m lengths	<input type="checkbox"/> 90,- EUR	<input type="checkbox"/> 110,- EUR	<input type="checkbox"/> 115,- EUR	<input type="checkbox"/> 130,- EUR

\*general insurance sum for personal and property damage

→ **Charter Deposit Insurance** based on the general conditions of the Skipper & Crew insurances and the conditions for the Charter Deposit Insurancesicherung

Covered is the partial or total withhold of the charter deposit by the owner/charterer due to loss or damage at the yacht culpably caused by the policy holder or the crew.

**Insurance benefit:** The compensation of the damage in money not exceeding the insurance sum. The deductible is 10 % of the deposit however, at least 100,- EUR. If the regatta risk is included the deductible is 15 % of the deposit however, at least 300,- EUR.

**Note:** Charter deposit insurances with an insurance sum exceeding 15.000 EUR require an individual request.

11.  I hereby assign my rights of regulation to the above-mentioned charter base. In case of damage the insurance will pay the compensation directly to the charter base. A reduction of the required deposit is possible through this. The acceptance of the charter base is necessary. This assignment does not replace the conclusion of the Charter Deposit Insurance.

**Cover for one charter cruise**

12. from \_\_\_\_\_ 13. Charter base \_\_\_\_\_

14. until \_\_\_\_\_ 15. Name of the yacht \_\_\_\_\_  
(max. 4 weeks; for cruises of more than 4 weeks please choose the one-year cover)

16. \_\_\_\_\_ EUR Insurance sum (=deposit)   
 deposit up to 3.000,- EUR x 8% = 17. \_\_\_\_\_ EUR Premium (Minimum premium: 75,- EUR)  
 deposit of more than 3.000,- EUR x 7% = 18. \_\_\_\_\_ EUR Premium (Minimum premium: 75,- EUR)

**One-year cover (365 days)**

19. Start \_\_\_\_\_

(Insurance sum: Please state the highest deposit expected for the insurance period)

20. \_\_\_\_\_ EUR Insurance sum (=deposit)   
 deposit up to 3.000,- EUR x 15% = 21. \_\_\_\_\_ EUR Premium (Minimum premium: 100,- EUR)  
 deposit of more than 3.000,- EUR x 13% = 22. \_\_\_\_\_ EUR Premium (Minimum premium: 100,- EUR)

**Co-insurance of the regatta risk**

If the regatta risk is co-insured there will be an addition of 15 % on the above-mentioned premium.

23. \_\_\_\_\_ EUR above-mentioned premium (without regatta risk) + 15% = 24. \_\_\_\_\_ EUR Premium (incl. regatta risk)

→ **Travel Cancellation Expenses Insurance incl. losing the skipper** based on the general conditions for the Skipper & Crew insurances and the conditions for the Travel Cancellation Expenses Insurance

Covered are all cancellation costs if the charter trip is cancelled as well as all arising additional way-back costs in case of a trip interruption due to death, severe accident, unexpected, severe illness and further risks, less the agreed deductible (at least 100 EUR) within the conditions. The insurance applies for all down-mentioned persons as a group cover in case of losing the skipper. The costs for the arrival and departure are co-insured as far as they were demonstrably considered when calculating the insurance sum. The insurance starts upon the insurer's acceptance of the application and expires with the end of the charter trip.

**Condition:** The Travel Cancellation Expenses Insurance can only be concluded within 21 days upon receipt of the booking confirmation.

25. Date of the booking confirmation \_\_\_\_\_

26. Charter cruise/duration from \_\_\_\_\_ until \_\_\_\_\_

27. Charter base \_\_\_\_\_ 28. Charter area \_\_\_\_\_

	Name, Surname	Date of birth	Partial travel price	
29.	Skipper _____	_____	_____	EUR
30.	Crew member 1 _____	_____	_____	EUR
31.	Crew member 2 _____	_____	_____	EUR
32.	Crew member 3 _____	_____	_____	EUR
33.	Crew member 4 _____	_____	_____	EUR
34.	Crew member 5 _____	_____	_____	EUR
35.	Crew member 6 _____	_____	_____	EUR
36.	Crew member 7 _____	_____	_____	EUR
37.	Crew member 8 _____	_____	_____	EUR
38.	Crew member 9 _____	_____	_____	EUR
39.	Crew member 10 _____	_____	_____	EUR
40.	Crew member 11 _____	_____	_____	EUR

41. Total travel price: \_\_\_\_\_ EUR (rounded to 100 EUR)

42. \_\_\_\_\_ EUR Insurance sum (=Total travel price) x 4% = 43. \_\_\_\_\_ EUR Premium (Minimum premium: 35,- EUR)

→ **Charter Price Contingency Insurance** based on the general conditions for the Skipper & Crew insurances and the conditions for Charter Price Contingency Insurance

The insurance covers the loss of the legally established entitlement to repayment of the paid charter price of the indicated charter due to non-fulfillment of the service; providing the yacht; by the charter base caused by insolvency of the charter agency and/or charter base.  
**Condition:** This Charter Price Contingency Insurance can only be concluded within 14 days upon the receipt of the booking confirmation.

**Insurance benefit:** The compensation of the damage in money up to the insurance sum. Furthermore, the insurer pays additional costs for flights and higher charter costs in case of re-bookings up to max. 1.500,- EUR per cruise.

44. Charter cruise / From \_\_\_\_\_ until \_\_\_\_\_ 45. Type of yacht \_\_\_\_\_

46. Date of the booking confirmation \_\_\_\_\_

47. Charter price \_\_\_\_\_ EUR 48. Agency \_\_\_\_\_

49. Charter base \_\_\_\_\_

50. \_\_\_\_\_ EUR x 2,1% = 51. \_\_\_\_\_ EUR  
Insurance sum (=Charter price) Premium (Minimum premium: 50,- EUR)

Charter trips of more than 5.000,- EUR/week or 15.000 EUR/cruise require an individual request.

→ **Skipper & Crew insurance packages – Worry-free package for the next cruise** based on the general conditions for the Skipper & Crew insurances and the conditions for the Ext. Skipper Third-Party Liability Insurance, the Charter Deposit Insurance and Travel Cancellation Expenses Insurance as well as, in addition for the Platinum package, the conditions for the Travel Health Insurance and Accident Insurance

The insurance packages are limited to the insurance cover of a connected charter cruise of up to 6 weeks for the skipper and max. 9 of his/her crew members. The other benefits are similar to the already named single insurances.

**Condition:** The Skipper & Crew packages can only be concluded within 21 days upon receipt of the booking confirmation.

The packages include the following benefits:

Insurance benefits	Insurance packages		
	Basic	Top	Platinum
<b>Ext. Skipper Third-Party Liability Insurance</b>	✓	✓	✓
personal and/or property damage	3.000.000 €	6.000.000 €	6.000.000 €
<b>Charter Deposit Insurance</b> (max. deposit)	✓ (1.500 €)	✓ (3.000 €)	✓ (5.000 €)
<b>Travel Cancellation Expenses Insurance</b> (max. total compensation)	✓ (10.000 €)	✓ (15.000 €)	✓ (25.000 €)
<b>Travel Health Insurance</b>			✓
<b>Accident Insurance</b> (invalidity: 150.000 €, death: 75.000 €, rescue costs: 50.000 €)			✓

**Choose your premium**

Detailed information regarding the scope of insurance of our insurance packages can be found in the customer information, terms and conditions enclosed or on [www.eis-insurance.com](http://www.eis-insurance.com).



Basic-package



Top-package



Platinum-package

choose package →

52. incl. deductible: 270,- €  355,- €  490,- €

53. without deductible \*: 320,- €  420,- €  580,- €

\* the deductible only applies for the Travel Cancellation Expenses Insurance

**Crew information**

	Name, Surname	date of birth	Wohnsitz (country)	Time spent on board (from/until)
54. Skipper	_____	_____	_____	_____
55. Crew member 1	_____	_____	_____	_____
56. Crew member 2	_____	_____	_____	_____
57. Crew member 3	_____	_____	_____	_____
58. Crew member 4	_____	_____	_____	_____
59. Crew member 5	_____	_____	_____	_____
60. Crew member 6	_____	_____	_____	_____
61. Crew member 7	_____	_____	_____	_____
62. Crew member 8	_____	_____	_____	_____
63. Crew member 9	_____	_____	_____	_____

## Charter trip information

64. Charter base \_\_\_\_\_ 65. Date of the booking confirmation \_\_\_\_\_  
66. Charter trip period from \_\_\_\_\_ until \_\_\_\_\_ 67. Charter area \_\_\_\_\_  
68. Name of the yacht \_\_\_\_\_ 69. incl. paid skipper  Yes  No

## → SEPA direct debit mandate

EIS European Insurance & Services GmbH, Scharfe Lanke 109-131, D-13595 Berlin  
Creditor identifier: DE76ZZZ00000028962  
Mandate reference: Your client ID at our company (will be provided with the invoice)

I hereby authorize EIS European Insurance & Services GmbH to direct debit payments to my account at maturity. Shall there be less than 6 working between receipt of application and maturity date the direct debit will be made 10 days after maturity. Furthermore, I instruct my bank to charge direct debits from EIS European Insurance & Services GmbH.

**Note:** From the debit date I have eight weeks to demand the refund of the amount debited. For this, the respective conditions agreed on with my bank apply.

70. Name of debtor \_\_\_\_\_ 71. IBAN \_\_\_\_\_  
72. Swift BIC \_\_\_\_\_ 73. Name of the Bank \_\_\_\_\_  
City \_\_\_\_\_ Date \_\_\_\_\_ Signature (Name of debtor) 

## Consent clause according to the Federal Data Protection Act

I agree that EIS is allowed, as far as it is necessary, to forward data whose result of the application or the contract implementation (personalized data, premiums, claims, changes of risks and the contract) to the insurer, back insurer and claim adjuster and to save the application, contract and performance data if this serves the proper implementation of my insurance affair. Furthermore, I also agree that EIS is allowed to save and to use my data for the advice and support of other financial services as well as for a later contacting even if a contract was not concluded. I also agree that any correspondence is made by unencrypted email. I am aware of the thereby existing security risk. This consent declaration can be revoked at any time.

## Obligations prior to a claim event

The policy holder is forced to state all known circumstances relevant for the insurance. In doubt, circumstances for which the insurer expressly asked in writing are considered as important. In case of a breach of this obligation the insurer can cancel the contract within one month commencing from the date when he became aware of the non-stated or incorrect circumstance and he can refuse his performance. The insurer remains obliged to perform as far as the non-stated or incorrect circumstance is not causal for the claim or the scope of compensation. Changes of risk circumstances must be immediately stated to EIS.

## → Final statement

I either received the noted customer information as well as the insurance conditions for the Skipper & Crew insurances prior to application or I downloaded them on www.eis-insurance.com. The information and conditions include among other things the product information, the general terms and conditions as well as all conditions for the insurances indicated within this application. By signing this form the product information, the general terms and conditions as well as the insurance conditions become part of this application. I am bounded to my application for one month. My right of withdrawal remains unaffected.

I agree that insurance cover starts prior to the withdrawal period. I agree to receive the policy, addendums, invoices and any correspondence solely via unencrypted e-mail.

City \_\_\_\_\_ Date \_\_\_\_\_ Signature (Policy holder) 

## → Minutes of consultation

I would like you to advise me in detail about insurance issues.  
(You will be contacted as soon as possible by one of our employees who will advise you in detail about any insurance issues.)

I choose a product according to my application and expressly waive further advice as well as a documentation of the advisory service for the proposed insurance according to § 61 (1) VVG. I am aware that I thereby, restrict the right on compensation due to violation of reporting, advice and documentation obligations according to § 60, 61, 63 VVG.

City \_\_\_\_\_ Date \_\_\_\_\_ Signature (Policy holder) 

## Revocation instructions

You may rescind your insurance declaration in writing without providing reasons within two weeks (e.g. by letter, fax, email). The period commences upon receipt of the policy, the contract regulation and these instructions in writing. Dispatch within the applicable notification period is sufficient. The revocation must be made to an EIS European Insurance & Services GmbH, Scharfe Lanke 109-131, D-13595 Berlin.

In case of an effective revocation insurance cover will expire and the partial premium for the period after the receipt of the revocation is compensated. The partial premium for the period until receipt of the revocation can be retained if you agreed that insurance cover will start even before the deadline of the revocation period. If you had not agreed or if insurance cover starts after the revocation period the services and payments received by both sides must be returned. Your revocation right is excluded if the contract has been completely fulfilled on both parties upon your express request before you have exercised your right of revocation. There shall be no right of revocation for insurance contracts with a period of less than a month.

# Customer information and terms and conditions

## Skipper & Crew insurances

Dear customer,

For your next charter cruise you intent to conclude a Skipper & Crew insurance at EIS European Insurance & Services GmbH. For this trust we would like to thank you.

The EIS GmbH offers you the possibility to conclude single insurances for insurance products of the extended third-party liability insurance as a one-year cover; the deposit insurance optional as a one-year cover or a per-cruise cover as well as of the cruise-related travel cancellation expenses insurance and charter price contingency insurance. As an alternative you can also conclude a just cruise-related package solution (Basic, Top and Platinum). The overview of the contents of the package solutions can be found as an attachment to the product information.

These customer information and terms and conditions relate to our complete offered portfolio regarding Skipper & Crew insurances. Only the insurance services and insurance conditions which you applied for and those that are named within the policy are deemed as agreed.

To keep the premium for the insurances low we have reduced the managing costs by using modern technique. Please show understanding that the policy, invoices and addendums as well as any other correspondence will be solely brought to you via encoded email. A SEPA direct debit mandate is obligatory.

For a long-term and trusting partnership we believe that it is absolutely necessary that we provide the other party with comprehensive and straightforward information even before the contract is concluded. Therefore, this brochure demonstrates you all the relevant insurance terms and conditions and the important corresponding customer information in accordance with the German Insurance Regulatory Law.

The following is intended to provide you with a quick overview of the insurance terms and conditions and other important information.

Please feel free to contact my team or me at any time. We will be glad to answer any questions you may have.

Yours Sincerely,



Boris Quiotek  
Managing director  
EIS European Insurance & Services GmbH

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## Product information sheet

This product information sheet gives you a brief overview of the EIS Skipper & Crew insurances. Please note: **This information is not complete.** Further information can be obtained from:

- Addendums, policies
- Clauses to the conditions
- Conditions
- Product information sheet
- Application
- Offer
- General customer information
- Consumer information
- Information sheet on data processing

The information is listed accordingly to priority, whereby the first item mentioned has priority to the following.

The EIS offers you the possibility to conclude single insurances for the insurance products of the extended third-party liability insurance as a one-year cover; the deposit insurance optional as a one-year cover or a per-cruise cover as well as of the cruise-related travel cancellation expenses insurance and charter price contingency insurance. As an alternative you can also conclude a just cruise-related package solution (Basic, Top and Platinum). The platinum package furthermore, included a travel health insurance as well as an accident insurance. A graphic overview can be found in the attachment of this product information.

These customer information and terms and conditions refer to our complete Skipper & Crew insurances portfolio. Just the performances and insurance conditions for which you applied and which are mentioned within the policy are deemed as agreed.

The packages can only be concluded within 21 days upon receipt of the booking confirmation.

### 1. Insured risk, insurance sums and deductibles

The insurance cover of these contracts is subsidiary. The insurer will not compensate a claim as far as the policy holder, the persons insured or a third party can receive a compensation out of another insurance contract or a third party is held liable to pay damages for the damage occurred. This especially applies for the charter yacht's liability and fully comprehensive insurance, for another existing travel cancellation expenses insurance and for the health insurance.

#### 1.1. Extended skipper third-party liability insurance

The term „liability“ refers to the obligation to pay damages. This obligation arises from individual, legal requirements which regulate that someone inflicting damage on another has to compensate this damage accordingly (e.g. claims due to ramming of another boat or even thereby causing serious injuries to crew members when running into the harbor).

In general each yacht possesses liability insurance. However, in case of a claim the insurance cover and sums are often insufficient. Our extended skipper liability offers a subsequent liability cover to an existing insurance policy or to a third party obliged to pay damages

Insured is the legal liability of the private, non-commercial, operating of chartered or other third-party sailing and motor yachts.

The liability insurance shall have the task to protect you against damages for which you are claimed. That means, in this case the liability insurance does everything for you what is necessary: the question whether and to what scope you have the obligation to pay damages;

- if the answer is yes, it covers the claim's compensation up to the insurance sum stated within the policy
- if the answer is no, it rejects unjustified claims

If legal action is taken the liability insurance manages the process and carries the respective costs. For every claim event a deductible according to the conditions of the ext. skipper third-party liability insurance is deemed to be agreed.

### The extended skipper third-party liability insurance additionally covers:

- 100.000 EUR for financial losses;
- 550.000 EUR for damage at the yacht chartered if gross negligence is proofed – deductible 2.500 EUR;
- 50.000 EUR for security deposits in case of seizure in a foreign harbor
- 20.000 EUR for justified claims of the charterer for charter losses due to a comprehensive insurance (property loss) – deductible: cost for the first three days of the charter loss;
- 1.000 EUR for accommodation and travel costs up to the charter base if the cruise is cancelled because of a damage which makes a return absolutely impossible due to a lacking navigation ability and seaworthiness.

#### 1.2. Charter deposit insurance

Insured is the partial or total withdrawal of the insurance sum named in the application/policy for a damage occurring during the charter cruise due to a loss or by a damage of the yacht chartered culpably caused by the policy holder or one of his/her crew members. In the case of a loss or a damage of a machine or motor, gear, battery, alternator and starter the insurer will just pay compensation if the claim occurred due to: a ship accident (this is a sudden external event that damages the insured object directly through mechanical force), sinking, fires, lighting, explosion, earthquakes, seaquakes, volcanic eruptions or other natural disasters, theft and robbery.

The deductible per claim is 10 % of the deposit sum however, at least 100 EUR; in case of the regatta risk inclusion 15 % however, at least 300 EUR.

#### 1.3. Charter travel cancellation expenses insurance

In case of non-attendance of the charter/trip due to important reasons cancellation costs are insured; for the persons named in the policy/application up to the whole crew (crew cover) in the event of losing the skipper as well as the additionally incurred and proofed travel return costs on abandonment of the cruise if you cannot default it or if you have to prematurely cancel it due to important reasons stated in the insurance for the travel cancellation expenses insurance § 1.

As far as nothing else than the option “without deductible” is mentioned in the policy the following is deemed as agreed: For each claim the policy holder must pay a deductible of 100 EUR per person. If the claim occurred through illness or death of a relative the policy holder must pay 20 % of the recoverable claim sum by his/her own however, at least 100 EUR per person.

The insurance can only be concluded within 21 days after receipt of the booking confirmation as far as the insurer's content for an extension is not obtained.

#### 1.4. Travel health insurance

According to § 1 and 2 of the travel health insurance conditions covers costs occurred abroad for treatment (incl. stationary treatment), 2.4.3. pharmaceuticals, bandages, medicaments and medical aids as well as the transport due to illness and the return transport up to the domicile for an acute illness occurred during the stay abroad or acute accident consequences for all members mentioned in the application/policy.

#### 1.5. Accident insurance

The insurer offers insurance cover for accidents of the persons named in the application/policy that occur later on during the trip. The respective insurance cover and insurance sums be the result of § 3 of the accident insurance conditions.

- 1.6. Charter price contingency insurance**  
The charter price contingency insurance covers the loss of the legally established entitlement to repayment of the paid charter price due to insolvency of the intermediary charter agency or charter base up to max. 5.000 EUR per week, max. 15.000 EUR per cruise; cumulative limit 150.000 EUR
- Co-insured are also additional costs for flights etc., higher charter costs up to 1.500 EUR per cruise; cumulative limit 150.000 EUR.
- This insurance can only be concluded within 14 days upon receipt of the booking confirmation.
- Detailed information can be obtained from §§ 1, 2, 4 and 6 of the charter price contingency insurance conditions.
- 2. Premium, maturity und payment period**  
The premium depends on the requested and agreed insurance cover. The premiums and payment methods are mentioned in the application. Please take care that the insurance cover even will start upon payment. As far as you filled in the SEPA direct debit mandate payment will be considered to be in time if we can debit the amount to your bank account at maturity without a contradiction by you. Detailed regulations can be found in the Skipper & Crew conditions, § 4 and 5.
- 3. Exclusions**  
An insurance which covers everything cannot exist. Insurances include exclusions.
- 3.1. Extended skipper third-party liability insurance**  
Excluded from insurance cover are, i. e., liability claims which exceed the scope of the legal liability insurance; damage suffered by yourself or damage which is deliberately induced. This list is not complete. The full conditions can be found in the extended skipper third-party liability insurance conditions, § 2.
- 3.2. Charter deposit insurance**  
Excluded from insurance cover are, i. e., such risks that are covered by the charter base's insurance and for which no deductible applies; intentionally caused damage. This list is not complete. The full exclusions list can be found in the charter deposit insurance conditions, § 3.
- 3.3. Travel cancellation expenses insurance**  
Excluded from the insurance cover are, i. e., expenses due to war events of every kind or civil commotions and nuclear energy. This list is not complete. The full exclusions list can be found in the travel cancellation expenses conditions, § 2.
- 3.4. Travel health insurance**  
Excluded from insurance cover are, i. e., performances for illnesses already in existence at the start of the cruise or illnesses based on intention or addiction. This list is not complete. The full exclusions list can be found in the travel health insurance conditions, § 2.
- 3.5. Accident insurance**  
Excluded from insurance cover are, i. e., performances for accidents causes by a mental disorder or a disturbed consciousness or drunkenness. This list is not complete. The full exclusions list can be found in the accident insurance conditions, § 2
- 3.6. Charter price contingency insurance**  
Excluded from insurance cover are, i. e., deductions of the charter price due to dissatisfaction or loss of the charter, which were caused by the policy holder himself or by one of his/her crew members. This list is not complete. The full exclusions list can be found in the charter price contingency insurance conditions, § 5.
- 4. Obligations**  
At execution of the contract, during the contract period and in a claim event certain obligations must be observed. The detailed, general regulations can be found in the general Skipper & Crew conditions, § 6.

- 4.1. Obligation upon conclusion of the contract**  
At the conclusion of the contract we inquire on risks which are important for us in writing. Our questions must be answered truthfully and completely. Negligent, gross negligent or intentional breaches can authorize us to cancel the contract, to reduce the compensation or completely deny it or to adapt the contractual regulation or the premium. Please check in detail which risks you are exposed to. We are at your disposal for any questions.
- 4.2. Obligations during the contract period**  
Inform us about new risks and changes which arise after the conclusion of the contract, for example, an increase of the insurance sum, changes of the persons insured and a change of the charter period.
- 4.3. Obligations on a claim event**  
On a claim event you are especially obliged to inform us immediately about the claim as soon as you or a third party became aware of it and to provide us with any necessary information and documents so that we can investigate the claim.
- The detailed obligation in a claim event can be found in the charter deposit insurance conditions, § 8, in the travel health insurance conditions, § 7, and in the accident insurance conditions, § 5.
- For your information: Our claim documents can be found on our homepage [www.eis-insurance.com](http://www.eis-insurance.com).**

**Your notification of claim can be made in advance under +49 30 2140820, were we are available 24 hours a day, seven days a week in case of an emergency as well as rapidly and simply via email to [claims@eis-insurance.com](mailto:claims@eis-insurance.com).**
- 4.4. Legal consequences of non-observance of obligations before and after a claim event**  
Please observe the obligation carefully as they are very important for the execution of the insurance contract. Your non-observance can therefore also lead to serious consequences. Depending on the breach and severity you can partly or even completely lose your insurance cover or the insurers can be authorized to withdraw from the insurance contract.
- 5. Inception and end of the insurance contract**
- 5.1. Inception of the insurance contract**  
Concerning the packages insurance cover of the travel cancellation expenses insurance will start with the date mentioned in the policy and the cover of the travel health insurance will start on entry in a foreign country however, 24 hours before the inception of the booked cruise at the earliest. For all other products, insurance of a package insurance cover will start with the inception of the charter cruise. The inception of the single insurances is stated in the policy. However, insurance cover will not start before the premium has been paid completely.
- 5.2. End of the insurance contract**  
Concerning the packages, insurance cover of the travel health insurance ends, when the period abroad ends, however, 24 hours after the end of the booked charter cruise at the latest. For all other insurances, insurance cover expires with the end of the charter cruise. The end of the single insurances is stated in the policy. Furthermore, the contract may end prematurely due to different contractual or legal reasons.

## Tabular overview of the scope of the Skipper & Crew packages

The insurance packages are limited to the insurance cover of a connected charter cruise of up to 6 weeks for the skipper and max. 9 of his/her crew members. According to the content of the chosen insurance package the packages include the following insurance benefits:

			
Extended third-party liability insurance			
Personal- and/ or property damage	3,000,000 €	6,000,000 €	6,000,000 €
Property loss	100,000 €	100,000 €	100,000 €
Damage to the chartered yacht caused by gross negligence	550,000 €	550,000 €	550,000 €
Security in case of a temporary confiscation	50,000 €	50,000 €	50,000 €
Claims of the owner due to losses of the following charter	20,000 €	20,000 €	20,000 €
Hotel and travel costs after a damage	1,000 €	1,000 €	1,000 €
Deposit insurance			
Deposit up to	1,500 €	3,000 €	5,000 €
Travel cancellation expenses insurance			
Max. total compensation	10,000 €	15,000 €	25,000 €
Travel health insurance			
Treatment, Pharmaceuticals, return transport			
Accident insurance			
Max. total compensation in case of invalidity			150,000 €
Max. total compensation in case of death			75,000 €
Rescue costs			50,000 €

On application the deductible within the travel cancellation expenses insurance can be excluded against a higher premium: elimination at least 100 EUR per person and claim, in the case of illness and death 20 % of the reimbursable damage.

## General customer information

### Information about EIS

#### EIS European Insurance & Services GmbH

Scharfe Lanke 109-131 in D-13595 Berlin

Tel.: +49 (0)30 214082 0

Fax: +49 (0)30 214082 89

E-Mail: [germany@eis-insurance.com](mailto:germany@eis-insurance.com)

Web: [www.eis-insurance.com](http://www.eis-insurance.com)

Managing director: Dipl.-Kfm. Boris Quiotek  
Jurisdiction: Berlin  
Commercial register: Berlin-Charlottenburg HRB 72784  
VAT registration number: DE 204117005  
Insurance premiums are exempt from VAT within the meaning of Section 4 No. 11 of the German Turnover Tax Law (*Umsatzsteuergesetz – UStG*).

The EIS is registered as a insurance broker (underwriting agent/assekureur) under the registration number D-9FYT-HRYN8-73 in accordance with Section 34d (1) of the German Industrial Code with licence for all EU states. Our entry in the Register of Brokers may be checked by contacting the following authority: German Association of Chambers of Industry and Commerce (Deutsche Industrie- und Handelskammertag, DIHK) e.V., Breite Str. 29, 10178 Berlin, Tel.: 0180 600 5850 (fixed line calls 0,20 EUR/call, mobile prices max. 0,60 EUR/call, [www.vermittlertegister.info](http://www.vermittlertegister.info)).

### Consumer information

#### Validity and acceptance of the application

The application is checked by EIS who expressly reserve the right to its acceptance. After a positive check EIS will confirm the application by sending the policy and the invoice. The applicant is bound to the application for 14 days unless the application is rescinded in writing.

#### Contractual base

The mutual rights and duties are determined by the addenda, insurance policy addenda, the respective clauses, the respective insurance conditions and product and consumer information whereby, the term mentioned first has precedence over the term stated thereafter. The policyholder agrees to communicate with EIS strictly via e-mail.

#### Revocation instructions

You may rescind your insurance declaration in writing without providing reasons within two weeks (e.g. by letter, fax, email). The period commences upon receipt of the policy, the contract regulation and these instructions in writing. Dispatch within the applicable notification period is sufficient. The revocation must be made to an EIS European Insurance & Services GmbH, Scharfe Lanke 109-131, D-13595 Berlin.

In case of an effective revocation insurance cover will expire and the partial premium for the period after the receipt of the revocation is compensated. The partial premium for the period until the receipt of the revocation can be withheld if you agreed that insurance cover will start even before the expire of the revocation period. If you had not agreed or if insurance cover starts after the revocation period the services and payments received by both sides must be returned. Your revocation right is excluded if the contract has been completely fulfilled on both parties upon your express request before you have exercised your right of revocation. There shall be no right of revocation for insurance contracts with a period of less than a month.

#### Consent clause according to the Federal Data Protection Act

I agree that EIS is allowed, as far as it is necessary, to forward data that result out of the application or the contract implementation (personalized data, premiums, claims, changes of risks and the contract) to the insurer, back insurer and claim adjuster and to save the application, contract and performance data if this serves the proper implementation of my insurance affair. Furthermore, I also agree that EIS is allowed to save and to use my data for the advice and support of other financial services as well as for a later contacting even if a contract was not concluded. I also agree that any correspondence is made by unencrypted email. I am aware of the thereby existing security risk. This consent declaration can be revoked at any time.

#### Contract language

The contract language is German or English. Any communication is exclusively made in these two language.

#### Applicable law

The law of the Federal Republic of Germany applies to the insurance contracts.

#### Complaints offices and supervisory authorities

The following bodies are available for non-judicial assistance connected to the settlement of differences in opinion related to insurances:

Versicherungsombudsmann e.V. Postfach 080632, 10006 Berlin  
[www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)  
Ombudsman for private health and nursing care insurance,  
Kronenstraße 13, 10117 Berlin  
[www.pkv-ombudsmann.de](http://www.pkv-ombudsmann.de)

As a supervisory authority:

Bundesanstalt für Finanzdienstleistungsaufsicht (BAFin - German Federal Financial Supervisory Authority), Graurheindorfer Straße 108, 53117 Bonn [www.bafin.de](http://www.bafin.de)

### Who are we? How we work?

Dear Customer,

We are forced by law to provide you with some information about our company and services. Therefore, please carefully read the following and feel free to contact us for any questions.

#### Status as insurance intermediary

The EIS represents insurers as a bounded insurance agent (mutual agent) in accordance to 34d, paragraph 1 of the German Industrial Code (Gewerbeordnung – GewO). The services of EIS comply with these of an underwriting agent or “assekureur” provided with extensive authorities by the insurer. The policy holder therefore, can be sure that declarations to EIS are deemed as received and that premium payments to EIS are valid. EIS offers all services – from the conclusion of the contract until the compensation of a claim – on a professional basis.

#### Information and market bases

The EIS is a specialist regarding yacht insurances. The EIS does not only create the offered insurances, it also implements the developed coverage concepts of insurance products together with the insurers.

As trendsetters the specialists from EIS are constantly developing insurance conditions at new tariffs and are adapting these conditions to the changing requirements of customers and the estimated conditions on the market.

Please note that EIS exclusively offers own insurance products that are developed with the insurers involved and that EIS cannot offer a further selection of different insurers and products. The associated insurers to each insurance product are indicated in the policy.

We cooperate with the following insurers:

**Allianz esa - Allianz Versicherung AG**,  
Friedrichsplatz 2, D-74177 Bad Friedrichshall;

**East-West Assekuranz AG**,  
Mauerstraße 83/84, 10117 Berlin;

**Gothaer Allgemeine Versicherung AG**,  
Gothaer Allee 1, D-50969 Köln;

**Lloyd's Versicherer London, H W Woods Ltd.**,  
38 St Mary Axe, UK-EC3A8BH London;

**Helvetia Schweizerische Versicherungs AG**,  
Berliner Str. 56-58, D-60321 Frankfurt;

**UNIQA Österreich Versicherungen AG**  
Untere Donaustrasse 21, A-1029 Wien;

**TRIGLAV OSIGURANJE D.D. Croatia**,  
Antuna Heinza 4, HR-1000 Zagreb.

## General conditions for the SKIPPER & CREW insurances

### § 1 Basis

- 1.1. The general conditions for the Skipper % Crew insurance apply for all Skipper & Crew insurances offered by EIS (extended skipper third-party liability insurance, charter deposit insurance, travel cancellation expenses insurance, charter price contingency insurance, travel health insurance and accident insurance) as far as the conditions or the respective insurance policy does not specify the contrary.
- 1.2. Within our offered Skipper & Crew insurance the policy holder can decide for a single insurance or for a so-called package. The packages combine different individual services for a more favorable price. When concluding a package there is no choice within the package, it can only be concluded as a whole. Only the services for which the policy holder has applied for and which are stated in the insurance policy are deemed as agreed.
- 1.3. The travel cancellation expenses insurance as well as the packages can only be concluded within 21 days after conclusion of the charter contract (date of the booking confirmation); the charter price contingency insurance can only be concluded within 14 days. The others insurances can be concluded in the short term up to 12:00 p.m. of the charter start.
- 1.4. Solely the private use of the yacht for sport and pleasure purposes is insured. If the policy holder charters the yacht with a commercial skipper and/or a crew the skipper and/or the crew are excluded from the insurance cover.
- 1.5. Canadian and American citizens as well as persons with a permanent residence within Canada or the USA cannot be insured.
- 1.6. The insurance packages are limited to the insurance cover of a connected charter cruise of up to 6 weeks for the skipper and max. 9 of his/her crew members. The max. periods for the individual insurance must be taken from the application and the policy.

### § 2 Inception and end of the insurance cover

- 2.1. Concerning the packages, the travel cancellation expenses insurance will commence with the date mentioned in the policy, the travel health insurance with the entry abroad however 24 hours before the start of the booked cruise at the earliest. For the other instances within the package, date of inception is the start of the booked cruise. The start of insurance cover for the individual insurance must be taken from the policy. However insurance cover will not begin before the premium has been fully paid.
- 2.2. Concerning the packages, the travel health insurance ends with the departure of the foreign country however, 24 hours after the end of the booked charter cruise at the latest. The end of insurance cover regarding the individual insurance must be taken from the policy. Furthermore, the contract may end earlier due to other contractual or legal cases.

### § 3 Insurance sums

- 3.1. The insurance sums and deductibles are named in the insurance policy unless they are not mentioned in the conditions of the individual insurances.
- 3.2. Damages caused by the same reason are handled as one claim. The total compensation for all claims during the insurance period is limited to the stated insurance sum.
- 3.3. For claims in the USA, Canada and the United Arab Emirates the insurer's expenditures for costs are deducted from the insurance sums. Costs are: Costs of attorneys, experts, witnesses and courts, costs incurred in the avoidance or mitigation of damage at the time of or even after the claim event as well as costs of damage assessment, even travel costs not incurred by the insurer itself. This also applies for the costs incurred on the instruction of the insurer.

### § 4 Payment and consequences of a delayed initial premium

The initial premium is due immediately on receipt of the policy. Unless a payment by direct debit, Pay Pal or credit card was made the premium is immediately due however,

14 days after receipt of the policy and invoice at the latest. If the policy holder does not pay the premium in time but at a later date, insurance cover begins from this date. This does not apply if the policy holder can prove that he/she is not responsible for the non-payment. For claims occurring during the non-payment of the premium the insurer is only released from liability as far as the insurer has informed the policy holder about legal consequences of non-payment by a separate, written notification or by a conspicuous hint within the insurance policy.

- 4.1. If the policy holder does not pay the initial or single premium in time the insurer can withdraw from the contract as long as the premium is unpaid. The insurer is not allowed to rescind if the policy holder can prove that he/she is not responsible for the non-payment.

### § 5 Payment and consequences of a delayed subsequent payment in the case of an automatic renewal

- 5.1. For subsequent premiums after an automatic renewal the maturities stated in the policies apply accordingly for the subsequent year. Payment is in time if it is made at the date indicated within the insurance policy or premium invoice.
- 5.2. In the case that the subsequent premium is not paid punctually the policy holder falls behind without reminders unless the delayed payment is not his/her fault. The insurer is also allowed to remind the policy holder at his/her expenses and to define a grace period for the payment whereby this period must be two weeks minimum.
- 5.3. Should the policy holder be still in default of the payment after the deadline the insurance cover is suspended until payment, provided that he/she has been informed by the payment request in accordance to § 5.2.
- 5.4. Should the policy holder be still in default of the payment after the deadline the insurance cover is suspended until payment, provided that he/she has been informed by the payment request
- 5.5. Should the insurer have cancelled the contract and the policy holder afterwards pays the requested amount within one month the contract comes into force again. However, claims occurring between deadline and payment are not covered.
- 5.6. Where payment of the annual premium in installments is agreed the still outstanding installment is due immediately if the policy holder is at two installments in delay. Furthermore, the insurer can demand an annual premium payment in future.

### § 6 Obligations

#### 6.1. Obligations prior to a claim event

The policy holder must state all known circumstances relevant for the insurance. In doubt, circumstances for which the insurer expressly asked in writing are considered as important. In case of a breach of this obligation the insurer can cancel the contract within one month beginning from the date when he became aware of the non-stated or incorrect circumstance and he can refuse his performance. The insurer remains obliged to perform as far as the non-stated or incorrect circumstance is not causal for the claim or the scope of compensation. Changes of risk circumstances must be immediately stated to EIS.

#### 6.2. Obligations in the event of a claim.

The policy holder and the persons insured must report a claim immediately and within 2 working days upon knowledge at the latest. The notification of claim must be made to

**EIS European Insurance & Services GmbH**  
**Scharfe Lanke 109-131**  
**D-13595 Berlin**  
**Tel. +49 30 214082 20 (24 Std./ 7 Tage Hotline)**  
**Email [claim@eis-insurance.com](mailto:claim@eis-insurance.com)**

The policy holder must prevent or minimize a damage and, if circumstances allow it, maintain and observe instructions from EIS. Upon request from EIS/the insurance company the policy holder must provide any information and provide all documentation that is important to investigate the claim and to identify the scope of the insurer's service. Damage caused by fire, explosion, robbery, theft and burglary must be immediately reported to the local policy or the respective port

authority indicating the damaged or stolen properties.

- 6.3. If the policy holder or a person insured have a claim concerning damages against a third-party which are not subject to insurance law and notwithstanding the statutory assignment of claims according to § 86 VVG he/she is forced to assign the claim in writing to the insurer up to the cost compensation stated in the insurance contract. The policy holder or the persons insured has to protect his/her claim right needed to secure this claim considering the current formal and deadline requirements and , as far as it is needed, to co-operate in the enforcement through the insurer. If the policy holder or a person insured abandon the claim against a third-party or the right to secure this claim, the insurer is free from any obligation insofar as they could have recovered the claim from the third-party.

**6.4. Consequences for obligation breaches**

If obligations named before or stated within the individual insurances are breached intentionally the insurer is free from his obligation to perform and can cancel the contract within one month upon knowledge without notice. For claims caused by gross negligence of the policy holder the insurer is authorized to reduce his service according to the severity of the negligence. If the policy holder can prove that he has not breached his/her obligation with gross negligence, insurance cover remains in effect. The insurance cover also remains in effect if the policy holder proves that the breach was not causal for the claim or the scope of compensation. This does not apply if the policy holder breached his/her obligation fraudulent. The knowledge and fault of the person insured are equal to the policy holder's knowledge and fault.

**§ 7 Legal relation of persons to that contract**

- 7.1. If the insurance covers risks befalling other parties (third party insurance) then the person insured and not the policy holder is entitled to exercise the rights arising from the policy. The insured person is, along with the policy holder, responsible for fulfilling the obligations
- 7.2. Regulations of the policy holder also apply for his/her successors and other claimants.

**§ 8 Scope**

The insurance applies worldwide. For charter-related insurances the insurance applies for the are named in the application unless nothing else is regulated within the following conditions of the individual services.

**§ 9 Sanction clause**

Notwithstanding other provisions of the insurance contract, cover shall be granted only insofar as and as long as not in contradiction to economic, trade or financial sanctions or embargoes enacted by the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This shall also apply to economic, trade or financial sanctions or embargoes enacted by the United States of America with regard of the Islamic Republic of Iran, insofar as those are not in contradiction to European or German legislative provisions.

**§ 10 Other arrangements**

- 10.1. The respective insurance company is named within the insurance policy.
- 10.2. The insurance cover of these contracts is subsidiary. The insurer will not compensate a claim if the policy holder, a person insured or a third-party can claim a compensation arising from another insurance contract or a third party liable for damages for the occurred damage. This especially applies to the charter yacht's liability insurance and fully comprehensive insurance or otherwise existing travel cancellation expenses insurance or health insurance.
- 10.3. Compensations by the insurer as well as payments by the policy holder are made in the currency stated in the policy. The obligation of the insurer are deemed to be complied with from the moment he pays the equivalent (according to the conversion table) to a foreign trade bank.
- 10.4. On payment of the compensation the policy holder's rights related to the damage pass on to the insurer, represented

by EIS.

- 10.5. Rights arising from this contractual relationship can neither be renounced nor be exchanged without the express acceptance of the insurer. Assignment to the injured third party is permissible.
- 10.6. The contracts are governed by German law. The provisions of the German Insurance Contract Act (VVG) also apply ist he respective current version.

**CONDITIONS FOR THE EXTENDED SKIPPER THIRD-PARTY LIABILITY INSURANCE**

**§ 1 Scope of insurance**

- 1.1. Insured is the legal liability insurance for personal, property and financial losses of skipper & crew arising out of navigation of chartered/foreign sailing and motor yachts.
- 1.2. **Additionally co-insured are:**
- 1.2.1. The use of dinghies with an auxiliary motor up to 20 PS.
- 1.2.2. Claims of the persons insured against themselves (Skipper & Crew) for personal and property losses unless the damage is not subject to occupational accidents in the company of the policy holder and unless the property loss does not exceed 150 EUR/damage.
- 1.2.3. In the case of a preliminary seizure in a foreign port a security required up to a maximum of 50.000 EUR.
- 1.2.4. Claims of the charterer or the owner for losses of proven charter revenues of the concerned following charter arising from an insufficient drive and seaworthiness of the yacht caused by gross negligence of the insured person up to a maximum of 20.000 EUR. This applies for already booked and advanced paid charter trips on the day of the claim unless a rebooking to another yacht was impossible. Assessment basis for the actual charter losses is the necessary repair period identified by an expert jointly appointed by the shipyard and insurer independent of whether the shipyard has the respective capacity. To proof the charter revenues losses the insurer must be provided with the contracts of following charters and rebookings as well as with the respective vouchers. The charter losses of the first three days have to be taken over by the policy holder.
- 1.2.5. unless the charter company is not liable for the compensation according to legal and contractual regulations, the proven costs for accommodation and travel costs to the agreed handover location up to 1.000 EUR in the case that the policy holder or the crew culpably caused damage to the chartered yacht and which make it impossible, due to insufficient drive and seaworthiness, to go back to the charter base or destination port within the charter period
- 1.2.6. the liability insurance for direct or indirect consequences of modifications to the physical, chemical or biological composition of bodies of water, including ground water (ground water damage) whereby pecuniary damages resulting from water pollution are deemed to be property damages

**§ 2 Exclusions**

Not insured are:

- 2.1. Liability claims arising from damage caused during the participation in sailing regattas and motor boat races or during practice drives related to them unless this is not expressly stated within the policy

- 2.2. Damage to own or rented property or devices of the person insured or persons living in the same household. Especially damage to the chartered yacht, its equipment as well as dinghies unless the damage is caused by gross negligence determined by an authorized authority, a law or by and comparison accepted by the insurer. In this case the policy holder's deductible amounts to 2.500 EUR after reducing the paid deposit
- 2.3. liability claims arising from damage due to unlawfully handling of flammable and explosive substances
- 2.4. liability claims arising from the handling of motor yachts with more than 750 PS and sailing yacht with a sailing area of more than 150 m<sup>2</sup> (main and head sail, not spinnaker) unless this is not expressly agreed
- 2.5. the handling of a watercraft as far as a official driver license is necessary and the responsible driver does not have such a license upon the claim event
- 2.6. claims of persons that intentionally and unlawfully caused the third party's loss
- 2.7. Claims due to foreign port regulation related to punitive damages (especially "punitive" or exemplary damages)
- 2.8. liability claims arising from ground water damage as far as these have been caused by the emission or discharge of harmful substances into waters or any other deliberate actions affecting waters, the dripping or draining of oil or other liquids from tank filler-caps, filling gears or the vessel's and tender's machinery during their operation, the intentional contravention of water protection laws, regulations or official directives
- 2.9. liability claims arising from damage indirectly or directly related to war, other malicious acts, riots, internal unrests, general strikes (within the Federal Republic or in another federal state) or indirect official measures, state measures and government orders. This also applies for damage caused by force majeure where elementary natural forces have had an impact.
- 2.10. Damage related to valuables (jewellery, watches, furs, money, credit cards, securities etc.) and electronic devices

### § 3 Scope of insurance

The insurance applies for all claims worldwide.

**Exclusion:** charter cruises in the USA and Canada.

## CONDITIONS FOR THE TRAVEL CANCELLATION EXPENSES INSURANCE

### § 1 Scope

- 1.1. Covered are the contractual due cancellation costs due to the following reasons unknown upon conclusion of the contract:
  - 1.1.1. Death, severe accident, unexpected, severe illness of the person insured or one of the relatives living in the same household. Death of a relative in the first degree. An unexpected illness first occurs after conclusion of the charter contract. Deterioration of existing illnesses are seen as unexpected if there was no medical treatment within the last six months before conclusion of the charter contract; excluded are check-ups
  - 1.1.2. An adverse reaction to vaccination of the person insured; pregnancy of a woman insured; severe damage to the policy holder's property due to fire, intentionally crimes of a third party, force majeure as well as unexpected unemployment of the person insured
- 1.2. In the case of a default of the charter cruise for one of the above-mentioned reasons the insurer also pays compensation for contractual due cancellation costs for the arrival and departure by rail, bus or air
- 1.3. When cancelling the journey due to one of the reasons stated in § 1.1 the additionally arising travel-back costs as well as the partial charter costs for the non-used time are insured

Should the skipper cancel the trip an no other persons suitable for the ship's command can be found on board all costs for the return of the chartered yacht to its base are also insured

- 1.4. When losing the skipper the contractual return costs up to the maximum agreed insurance sum are compensated. When losing one of the crew members the partial costs are compensated. Precondition for this is however, that the loss causes a reduction of the number of participating persons towards the number of persons stated on the crew list at the commencement of the travel cancellation reason. Despite such a reduction the contractual due cancellation costs for the arrival and departure are compensated.
- 1.5. The max. total compensation for all services of the travel cancellation expenses insurance is limited to the insurance sum stated in the policy.

### § 2 Exclusions

Not insured are:

- 2.1. Damage caused by war, civil war or "warlike" events, political or terror acts, civil unrests, strikes, lockouts, seizures, force majeure as well as damage caused by radiation and nuclear energy
- 2.2. (partial) operating costs during the charter cruise such as gas, diesel, bord cash etc.
- 2.3. Damage intentionally caused by the policy holder. Should the policy holder causes the damage with gross negligence the insurer is authorized to reduce the compensation according to the severity of the fault.

### § 3 Deductible

As long as the option „without deductible“ is not mentioned in the policy the following applies: For each claim the person insured takes over a deductible of 100 EUR/person. If the claim is caused by illness or death of a relative the person insured must take over 20 % of the refundable amount however, at least 100 EUR.

## CONDITIONS FOR THE DEPOSIT INSURANCE

### § 1 Scope of insurance

Covered is the partial or total withdrawal of the agreed deposit stated in the charter contract caused by a damage occurred during the charter cruise due to loss of the yacht or due to a intentionally caused damage by the policy holder or one of the crew members. In the case of a loss or damage of the machinery or motor, gear, battery, alternator and starter the insurer only compensates the damage if it was caused by: ship accident (this is a sudden, external event that damages the insured object directly through mechanical force) sinking, fire, lightning, explosion, earthquake, seaquake, volcanic eruptions and other natural disasters, theft or robbery.

### § 2 Scope

The insurance applies for the charter cruise named in the application and within the fixed, geographical water area mentioned in the signed charter contract.

### § 3 Exclusions

Not insured are:

- 3.1. risks related to war, civil war, „warlike“ event and risks arising from the use or existence of war tools despite of the state of war;
- 3.2. risks related to strikes, lockouts, riots, lootings, political acts of violence or other civil unrests and sabotage;
- 3.3. risks related to seizure, restraint or any other intervention;
- 3.4. risks related to radiation or nuclear energy;
- 3.5. risks related to embezzlement;
- 3.6. such risks against those the charterer is insured by himself/herself and for those no deductible was agreed;

- 3.7. damage due to an insufficient crew, defective equipment or damage arising from the fact that the insured vessel is not drove- and seaworthy;
- 3.8. damage due to construction, manufacturing or material defects;
- 3.9. Damage due to manipulation, usual, atmospheric influences as well as rust, oxidation, corrosion, cavitation, osmosis, age, wear, rot, vermins, rats, mouses or the like;
- 3.10. damage to paintwork and scratches unless they do not penetrate the gelcoat/painting as well as damage to light wind sails;
- 3.11. damage cause by infringements of statutory or official regulations, infringements of regulations by carriers, warehouse keepers or port authorities as well as damage caused by court or government orders or their execution;
- 3.12. damage due to insufficient mooring or anchorage, unmanned standstill off the coast as well as insufficient measured against total loss;
- 3.13. damage due to loss, falls overboard as well as petty larceny of loose or non-secured property
- 3.14. damage through commercial exploitation
- 3.15. damage caused during the participation in sailing regattas or motor boar races or during practice drives related to them unless this is not expressively stated within the policy
- 3.16. Reduction in value as well as indirect damages of any kind

#### § 4 Aptitude of the skipper

The insurance only applies provided that the watercraft is handled by an adequate qualified person. The qualification must be proven on request. Such qualification is considered to have been demonstrated if the skipper is in possession of the licence required in the cruising area.

#### § 5 Culpability

If the policy holder or the person insured caused the damage intentionally the insurer is not obliged to pay compensation. If the damage is caused grossly negligent the insurer is authorized to reduce the compensation according to the severity of the gross negligence.

#### § 6 Insurance sum

The insurance sum is the deposit stated within the application. The deposit named in the application must comply with the deposit stated in the signed charter contract. The max. total compensation of all services of the deposit insurance is the insurance sum mentioned in the policy.

#### § 7 Deductible

The deductible per claim is 10 % of the deposit, however, at least 100 EUR. If the regatta risk is included the deductible is 15 % of the deposit however, at least 300 EUR.

#### § 8 Obligations upon a claim event

Upon a claim the following must be issued immediately:

- 8.1. the charter contract, the crew list, the handover certificate and the return report;
- 8.2. a proof of the actually paid deposit and the retained deposit (credit card document, vouchers)
- 8.3. detailed statement of cost of the charter company (cost estimate)
- 8.4. detailed damage description and notice of damage signed by the skipper and the crew as well as detailed photos

### CONDITIONS FOR THE TRAVEL HEALTH INSURANCE

#### § 1 Scope

- 1.1. The insurer covers diseases, accidents and other events named in the contract. If the claim event unexpectedly occurs outside the country where the insured person has his/her residence according to his/her application (foreign country), during the arrival or the departure as well as during a shore leave or during the stay on-board the chartered yacht the insurer compensates expenses for medical treatments and other services agreed.
- 1.2. Claim event is a necessary medical treatment of one of the

persons insured due to an acute disease or accidents consequences occurring in a foreign country. The claim event commences with the treatment and ends if, according to medical evidence, medical treatment is no longer required.

#### § 2 Scope of compensation

- 2.1. The person insured has the free choice under the near abroad licensed doctors and dentists.
- 2.2. Pharmaceuticals, bandages, remedies and medical aids must be given by the doctor named in paragraph 1.
- 2.3. If a medical stationary treatment is necessary the person insured can choose among the legal and private hospitals which are permanently managed by physicians, have sufficient diagnostic and therapeutic facilities and which keep medical histories.
- 2.4. The insurer solely performs the following services. Other services as, for example, visual aids are not recoverable. Recoverable are sole expenses for:
  - 2.4.1. Medical services;
  - 2.4.2. Dental services: The costs for analgesic dental treatments and filling in a simple form as well as repairs of dentures excluding dental crowns, dental implants and orthodontics;
  - 2.4.3. Pharmaceuticals: Also bandages are considered as pharmaceuticals. The term "pharmaceuticals" does not include nutriments and strengthening supplements (even sexual), bath additives, disinfection and cosmetic products;
  - 2.4.4. Remedies: The term "remedies" includes radiation, heat, light and other physical treatments;
  - 2.4.5. Medical aids: Medical prescribed walkings as well as trackages and supporting apparatus for an acute treatment;
  - 2.4.6. Stationary treatment: In case of a stationary treatment within a hospital the costs for accommodation, catering, other necessary non-cash services and medical services;
  - 2.4.7. Transports: The necessary, medical transport to the nearest hospital suitable for treatments or to the nearest emergency doctor by rescue services.
  - 2.4.8. Return transport costs: Compensation of costs for the ill person's transport back to his/her home town if the transport is required due to the medical report, if a doctor according to § 2, paragraph 1 or the person insured confirmed it in writing and if the disease must stationary be further treated at the home town. The required costs for an accompanying person are also compensated unless this is medically necessary and for this, a written certificate in accordance with § 2, paragraph 1 was issued by a doctor the support was ordered in writing by the airline. Saved costs due to the return transport must be charged on the insurer's services.

#### § 3 Insurance sum

The total compensation of all services of this cover amounts to 100.000 EUR and per person max. 50.000 EUR.

#### § 4 Exclusions

- 4.1. No indemnity will be paid:
  - 4.1.1. for medical aid abroad which was the only reason or one of the reasons for commencing the trip or for which it was certain on commencement of the trip that it must be made during the timely implementation of the stay abroad
  - 4.1.2. for chronic diseases already existing and known on the commencement of the cruise (also anomaly) including consequences of the disease as well as diseases including the consequences and accident consequences which were treated within 6 months before the cruise;

- 4.1.3. for such diseases including the consequences as well as for accident consequences which are caused by a war event or the participation in civil commotion;
- 4.1.4. for diseases based on intent or addiction including the consequences;
- 4.1.5. for mental disorders or psychiatric disturbances as well as for psychotherapeutic treatment (for example, hypnosis and autogenic training) and psychotherapy;
- 4.1.6. for examination and treatments as a result of pregnancy, childbirth, miscarriage and abortion as well as the consequences. Cost compensation however, will be made in so far as unforeseen medical aid within the country of residence for acute arising from pregnancy complication, premature birth and miscarriage is necessary; eventual costs according to § 2.4.8 are not compensated;
- 4.1.7. for spa and sanatorium treatments as well as for rehabilitation measures;
- 4.1.8. for self-treatments and treatments through the spouse, parents or children. Verified material costs will be paid in accordance with the tariff.
- 4.2. If a medical treatment or another measure for which insurance cover has been agreed exceeds the medically necessary level or if the claimed remuneration is not adequate then the insurer can reduce his performance to an appropriate amount. For this the circumstances within the respective country of residence are taken as a basis.

## § 5 Payment of the indemnification

- 5.1. The insurer is only forced to compensate if the requested proofs (which become property of the insurer) are made:
  - 5.1.1. the claim must be proved by credit notes;
  - 5.1.2. the proofs must generally include: the name and address of the issuer, issuing date, surname and first name as well as the date of birth of the treated person; medical and dental invoices must include additionally: diagnosis, specifications of the different medical/dental services including the treatment costs and data; concerning medicine and remedy purchase: prescription as well as kind and quantity; concerning further invoices: price, reference date, voucher; hospital invoices must include additionally: date of hospitalization and date of discharge, diagnosis, specification of the service;
- 5.1.3. furthermore, the claim for return costs must be justified by a written report according to § 2.4.8. The claimed benefits must be specified;

## § 6 Compensation of expenses arising from other insurance contracts

- 6.1. In the event of a claim benefit obligations of other insurance contracts or legal health insurances, accident insurances or pension insurances have preferences
- 6.2. If the insured person has entitlement to benefits of several obligated parties for the same claim, the total reimbursement may not exceed the total expenditures.

## § 7 End of insurance cover

- 7.1. The insurance cover shall end – including cover for insured events which are not yet complete – with the end of the stay abroad however, after the agreed insurance period of max. 6 weeks at the latest
- 7.2. The obligation to compensate for indemnifiable claims prolongs beyond the agreed insurance period as far as the return is not possible according to medical reasons.

## § 8 Obligations

- 8.1. On request of the insurer the insured person and the policy holder must provide information which are important to investigate the claim and to identify the scope of the insurer's service.
- 8.2. Upon the insurer's request the insured person is forced to be examined by a doctor ordered by the insurer.
- 8.3. So that it can be assessed whether and to which extent the claim exists the insured person is forced to authorize, upon request, doctors, hospitals, nursing homes and nursing staff, other personal insurers and legal health insurances as well as trade associations and authorities to give information and to release them from their secrecy against the insurer. As an alternative the insured person can provide the health data necessary for the insurer's assessment of the claim by his/her own.
- 8.4. In a claim event the commencement and the end of the stay abroad must be proved upon the insurer's request.

## CONDITIONS FOR THE ACCIDENT INSURANCE

### § 1 Scope

- 1.1. The insurer provides insurance cover for accidents befalling the insured person during the trip. The insured types of benefits can be found in § 3.
- 1.2. An accident shall be deemed to have occurred when the insured involuntarily suffers a sudden impairment of health which is due to an external event (accident event) affecting his/her body. An accident is also deemed to have occurred if, due to excessive exertion on the limbs or the spine, a joint is dislocated or muscles, tendons, ligaments or capsules are stretched, strained or torn.

### § 2 Exclusions

No indemnity will be paid for:

- 2.1. Accidents caused by mental disorders or psychiatric disturbances, also so far they are based on drunkenness, as well as accidents caused by strokes, epileptic seizures or other seizures which affect the entire body of the insured. However, insurance cover exists if the disorder or the seizure was caused by an accident event covered by this contract.
- 2.2. Accidents which befall the insured as a consequence of the insured intentionally carrying out or attempting to carry out a criminal offence.
- 2.3. Accidents which are directly or indirectly caused by war or civil war events; however, insurance cover exists if the insured person is affected unexpectedly by war events or civil war events. Not insured are also accidents caused by civil commotion if the insured was actively engaged on the side of the trouble-maker.
- 2.4. Accidents of the insured arising:
  - 2.4.1. during the use of aeroplane (aircraft) without motorization, motor gliders, microlights, umbrella-kites and spacecrafts as well as when skydiving;
  - 2.4.2. during the function as a pilot or a different crew member of a aircraft;
  - 2.4.3. during an occupational activity requiring the assistance of an aircraft.
- 2.5. Accidents suffered by the insured through participation as driver, passenger or occupant of a vehicle in driving events including the trial runs which involve achieving high speed.
- 2.6. Accidents which are directly or indirectly caused by nuclear energy.
- 2.7. Health impairments through radiation.
- 2.8. Health impairments through treatments or interventions which the insured carries out or has carried out in his/her body. However, insurance cover exists if the operations or treatments, even radio-diagnostic and therapeutic, was prompted by one of the accident events covered by this contract.
- 2.9. Infection. However, insurance cover exists if the pathogens entered the body due to an accident event included in this contract. However, skin lesions and mucous membrane injuries, which are as such of a minor nature and through which pathogenic germs entered the body immediately or later, are not deemed to be accidental injuries; this restriction does not apply to rabies and tetanus. For infections caused by treatments or operations § 2.8. applies accordingly.
- 2.10. Poisoning as a consequence of taking solid or liquid materials through the throat.
- 2.11. Stomach or lower abdominal hernias. However insurance cover exists if these occurred due to a violent external effect which is covered by this contract.
- 2.12. Damage to intervertebral discs, bleeding from internal organs and cerebral haemorrhages. However, insurance cover exists if an accident event according to § 1.2., covered by this contract, is the predominant cause.
- 2.13. Pathological disorders as the result of psychic reactions, irrespective of their cause.
- 2.14. Insurance cover is not granted for crew members and persons employed and receiving payment who suffer accidents during or through scuba diving, snorkeling, parasailing or water-skiing or another way of being pulled by a boat.

- § 3 The insured types**
- I. Disablement payment 150.000 EUR**
  - II. Death benefit 75.000 EUR**
  - III. Salvage costs 50.000 EUR**

The previous insurance sums are available for the skipper as well as for every named crew member, even children, according to the lump-sum system. The term "lump-sum system" means that every crew member and the skipper are insured with the respective partial amount of the insurance sum accordingly to the number of participating crew members plus the skipper, despite of whether the other crew member of the skipper was on board or also got hurt. The following conditions apply for the arising of the claim and assessment of the insurance payments.

**I. Disablement payment**

1. If an accident causes a long-term disorder of the physical or mental performance (disability) of the insured a claim to a capital payment of the insured sum in the event of disability.

The disablement must be diagnosed by a doctor and must be claimed within one year after the accident occurred as well as before the end of a period of another three months at the latest.

2. The amount of payment is calculated according to the insurance sum and the degree of disability.
- a) In the event of the loss or total functional incapacity if the following body parts and sensory organs, the following of disablement shall apply exclusively, unless agreed otherwise:

Arm	70 %
Arm up to above the elbow joint	65 %
Arm to below the elbow joint	60 %
Hand	55 %
Thumb	20 %
Index finger	10 %
Other fingers	5 %
Leg up to above the middle of the upper thigh	70 %
Leg up to the middle of the upper thigh	60 %
Leg below the knee	50 %
Leg up to the middle of the lower leg	45 %
Feet	40 %
Big toe	5 %
Other toe	2 %
Eye	50 %
The hearing in one ear	30 %
Sense of smell	10 %
Taste	5 %

- b) In case of a partial loss or impairment of the function, the corresponding portion of the particular percentage applies.
- c) For other parts of the body and organs of sense the degree of disablement will be measured according to how far normal physical or mental capabilities are impaired. This assessment will be decided solely on medical grounds.
- d) Sind durch den Unfall mehrere oder geistige Funktionen beeinträchtigt, so werden die ermittelten Invaliditätsgrade zusammengerechnet. Mehr als 100 Prozent werden jedoch nicht angenommen.
3. If the accident affects a physical or mental capacity that was already previously impaired a deduction to the amount of this previous invalidity shall be made. This has to be calculated according to 2.
4. No claim for disability benefits exists if the insured dies as the result of an accident within one year after the accident.
5. If the insured dies due to nonaccident factors within one year after the accident or, for whatever reason, more than one year after the accident and if a claim to a disablement payment had arisen under (1), then payment will be made in accordance with the degree of disablement which would have been expected to exist from the findings of the last medical examination made.

**Death benefit**

If the accident leads to the death within one year payment of the sum insured in the event of death can be claimed. To claim this event please refer to § 5.6.

**II. Salvage costs**

If the insured suffered an accident covered by this insurance contract payment according to the sum insured in the event of salvage of the occurred, necessary costs for public or private rescue services, insofar as the latter generally charge for these services, can be claimed

**§ 4 Restrictions of the benefits**

If illnesses or afflictions have affected the harm to health or the consequences thereof caused by an accident the degree of disability is reduced by the degree of involvement of the illness or affliction accordingly if this amounts to at least 25 %.

**§ 5 Obligations upon a claim event**

- 5.1. Upon a claim event which is expected to result in a claim to provide benefit, the policy holder must immediately consult a doctor and must immediately inform the insurer. The policy holder must follow the doctor's orders and must also minimize the consequences of the accident if possible.
- 5.2. The accident report issued by the insurer must be completed truthfully and must be returned immediately. Further relevant, requested information must be stated immediately.
- 5.3. The policyholder must try to ensure that the reports and assessments required by the insurer are provided as soon as possible.
- 5.4. The insured must allow the doctors appointed by the insurer to examine him. The necessary costs including the resulting losses of earnings are paid by the insurer.
- 5.5. Doctors who examined or treated the insured even if they have done so for other reasons, other insurers, policy holders and authorities shall be authorized to disclose all information necessary. As an alternative the person insured can provide the health data necessary for the insurer to investigate his liability by his/her own.
- 5.6. If the accident causes death this has to be stated within 48 hours even if the accident had been claimed. If necessary the insurer shall be granted the right to have a post-mortem examination carried out by an instructed doctor.

**§ 6 Due date for the service**

- 6.1. As soon as the insurer received the documents which must be provided by the policy holder to prove the accident and the consequences as well as for the evidence of the completion of treatment if this is necessary for the assessment of the disablement, the insurer is forced to mention, within one month – in case of a disablement claim within three months, whether and to what extent it acknowledges a claim. The medical fees incurred by the policy holder for the substantiation of the claim shall be paid by the insurer up to 1 pro mille of the sum insured.
- 6.2. If the insurer acknowledges the claim, or if the insurer and the policy holder are agreed on the merits and the amount of the claim, the insurer shall pay the benefit within two weeks. Before the completion of the treatment a disablement payment can only be claimed within one year after the accident if and so far a death sum is insured.
- 6.3. If the liability to pay is initially ascertained only on the merits, the insurer shall make appropriate advance payments upon request.
- 6.4. Policy holder and the insurer are authorized to have the degree of disability medically re-evaluated annually up to three years after the accident. On the part of the insurer this right must be exercised submitting a declaration on accordance with § 6.1. and on the part of the policy holder within one month of receipt of this declaration. If the final evaluation produces a higher disability benefit than the insurer has already paid, interest of 5 per cent per year shall be applied to the additional amount.
- 6.5. Claims not accepted by the insurer are ruled out if the policy holder allows a period of six months to elapse from receipt of the insurer's declaration without legally asserting them. This period commences with the receipt of the insurer's final declaration. The legal consequences of missing the deadline only come into force if the insurer has pointed out the necessity of timely judicial enforcement.

Vom Versicherer nicht anerkannte Ansprüche sind ausgeschlossen, wenn der Versicherungsnehmer ab Zugang der

## CONDITIONS FOR THE CHARTER PRICE CONTINGENCY INSURANCE

### § 1 Insured is

the bad debt losses of the legally established entitlement to repayment of the paid charter price of the charter submitted in the application of the policy holder, due to non-fulfilment of the service, the making available of the yacht on the part of the lessor due to insolvency of the charter agency and/or charter base.

### § 2 Scope

The insurance applies worldwide for the cruise named in the application however only for concluded charter contracts with charter agencies or charter bases positively listed with EIS European Insurance & Services GmbH.

### § 3 Scope of insurance – the claim event

Neither the chartered yacht nor a replacement yacht is provided by the charterer at the time agreed. Assertion of the repayment of the already paid charter price is not possible due to the insolvency of the intermediary charter agency or charter base and the claim fails.

### § 4 Compensation

In case of insolvency of the intermediary charter base the collected by the charter base and not forwarded or refunded charterprice is compensated. In case of insolvency of the charter base the collected and not refunded charter price is compensated. A partial service of the charterer has to be charged in relation to the total charter and the total charter price.

The maximum compensation is limited to the charter price/insurance sums stated in the application.

Additionally extra costs for flights and higher charter costs for rebookings up to max. 1.500 EUR per cruise are compensated.

A cumulative limit of 150.000 EUR per insolvency of a company for all concerned charter price contingency insurances with the insurer is deemed as agreed. In case of exceeding this cumulative limit the different claims will reduce in relation in which her total stands to the limit.

### § 5 Exclusions

Not insured is:

- 5.1. the loss of the charter as far as the charterer offered another charter yacht with the same number of cabins to the policy holder and the policy holder refused this replacement yacht. (Definition replacement yacht: A yacht with a comparable size, amount of cabins or berths, equipment and age);
- 5.2. An acceptable loss of 24 hours per charter week due to a delayed return of the previous charter client or a repair
- 5.3. The loss of the charter due to a reason which is the fault of the charter client or which the client already knew even before concluding the charter contract;
- 5.4. Reductions of the charter price due to dissatisfaction or the lack of promised characteristics (as, for example, cleanness, dinghy, out board, additional sails, etc.) as far as therefore, the driving ability of the chartered yacht is still ensured;
- 5.5. Charter prices that are not paid directly to the intermediary charter agency or the charter base by bank transfers (bank transfer, direct debit, and credit card);
- 5.6. If the regress possibility of the insurance to the intermediary agency or base is taken away by exemption or other statements of the policy holder or if the right is not transferred to the insurer;

5.7.

if the insolvency application is given to the insolvent intermediary charter agency or the charter base even before the conclusion of the charter contract

### § 6 Insurance sum

The insurance sum is the charter price stated in the application. The charter price mentioned in the application must correspond to the charter price of the charter contract. The max. insurance sum amounts so 5.000 EUR per week, max. 15.000 EUR per cruise.

**NOTES**

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