

The insurance conditions are subject to the law of the Federal Republic of Germany. Only the German wording is binding.

## SKIPPER LIABILITY INSURANCE TERMS AND CONDITIONS

1. As provided in the General Insurance Conditions for Liability Insurance (AHB), which will be provided to the policyholder by request, as well as the following Skipper Liability Insurance Terms and Conditions, **the legal liability of the policyholder arising from the possession and use of a chartered yacht or boat used for private purposes is insured.** The terms and conditions of the AHB 09.2005 apply unless contradicted by the following regulations.

2. **The insurance coverage** of the contract is **subsidiary**; insurance coverage of other liability insurances and comprehensive insurances takes precedence over this insurance.

3. As contracted by the policyholder and documented in the policy, **the amount covered** amounts to EUR 3,000,000,- or EUR 5,000,000,- combined for bodily injuries and property damages. Contained herein are EUR 50,000,- for the posting of a security in the case of a confiscation of the yacht as well as EUR 22,500,- for costs caused by the cancellation of subsequent charter(-s) (No. 4 f). We point out the limitation of benefits pursuant to No. 6 AHB 09.2005.

4. **Also insured are**, as a partial modification of No. 7 AHB 09.2005:

a) The liability risk of each crew member of the yacht chartered by the policyholder.

b) Claims of co-insured persons against each other if these claims amount to more than EUR 150,- per loss event and if no other insurance must pay for these damages. Liability claims of partners and other relatives as well as crew members who live in the policyholder's household are excluded from this.

c) Damages to the chartered yacht due to gross negligence determined by a court of law or the insurer. In this case, a deductible of EUR 2,500,- per claim applies.

d) Damages arising from the use of the dinghy belonging to the chartered yacht.

e) The legal liability arising from the pulling of water skiers and parasailors.

f) Claims due to the loss of charter income from subsequent charter contracts, which had already been signed at the time of the insured event, as a result of damage to the chartered yacht which was caused culpably by a co-insured person. The responsibility for the loss of hire must be determined by a court of law or the insurer. A deductible to the amount of the loss of hire for the first three days of the subsequent charter applies.

g) The legal liability due to **financial losses** within the meaning of No. 2.1 AHB 09.2005 arising from loss events which occurred during the validity of the insurance, with an insured amount of EUR 500,000,- per loss event and EUR 1,000,000,- for all loss events per insurance year.

**Excluded are** those liability claims for damages which

- result from items manufactured or delivered by the policyholder (or by a third party on the policyholder's behalf or on his account) or any work carried out by the policyholder (or by a third party on the policyholder's behalf or on his account);
- are caused by constant immissions (e.g. noises, odours, vibrations);
- arise from any planning or consulting activity, or any activity related to the managing of construction or installation, to inspecting or to rendering an expert opinion;

- activities in connection with money, credit, insurance or leasing business or similar economic business, payment transactions of any kind, cash management as well as infidelity and fraud;

- violation of intellectual property rights;

- non-compliance regarding time limits, dates, preliminary estimates and estimates;

- advice, recommendations or instructions to economically connected companies;

- activities in connection with data processing, rationalisation and automation, disclosure, translation, travel agency and travel arrangement;

- deliberate deviation from legal or official regulations, from the ordering party's instructions or conditions or other deliberate breach of duty;

- loss of items, for example money, securities and valuables.

5. As an amendment to No. 7 AHB 09.2005, the following **are not insured**

a) The personal legal liability of a water skier and parasailor.

b) Damages to the chartered yacht itself unless these are agreed upon in No. 4 c.

c) Liability due to damages occurring during the participation in motorboat races or during practice runs in connection with these.

d) Damages to the engine if these were caused by improper operation of the engine.

e) Damages to eyeglasses, wearable communication devices and music players, laptops, cameras and video cameras.

### 6. Licence clause

a) Should an official permit be required to operate a water sports vehicle, the insurer is exempt from the obligation to pay if the responsible operator is not in possession of the officially mandatory permit at the time of the occurrence of the insured event.

b) The obligation to pay continues to exist toward the policyholder if the policyholder could assume without fault that the responsible operator was in possession of the permit or if an unauthorised operator was operating the vehicle.

### 7. Losses occurring abroad

a) Notwithstanding No. 7.9 AHB, legal liability from loss events occurring anywhere in the world is included. Payments by the policyholder and the insurer are exclusively made in EUR. The insurer's obligation is considered to be fulfilled from the time at which the equivalent value (according to conversion table) is paid to a foreign trade bank.

b) In the case of a preliminary confiscation of the yacht or boat in a foreign port, the security or deposit which might be required is the exclusive responsibility of the policyholder.

### 8. Water pollution claims

a) Within the scope of the contract, the policyholder's legal liability for direct or indirect consequences of changes to the physical, chemical or biological condition of waterbodies including groundwater (water pollution claims) **is insured**, whereby financial losses are treated like property damages.

Not included is water pollution

- caused by discharging or dumping into waterbodies substances which are harmful to the water or water pollution caused by other effects on waterbodies which were caused deliberately; this also applies if the discharge or effect is necessary to save other legally protected interests;

- caused by operational dripping or draining of oil or other fluids from tank seals, fuelling equipment or from the ship's mechanical equipment.

b) **Excluded are** liability claims against those persons (policyholder or any co-insured person) who have brought about the damage through a deliberate deviation from the laws and ordinances as well as the official directives or orders aimed at the policyholder, which serve the protection of water.

**9. Also excluded are** liability claims due to damages which are based directly or indirectly on events of war, other hostile actions, riots, internal unrests, general strike or based directly on the orders or measures of higher authority. The same applies to damages due to an Act of God if natural forces have had an impact.

#### **Competent arbitration boards**

For life and property insurances:

Versicherungsombudsmann e.V.

Postfach 080632

10006 Berlin

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

For health insurances:

Ombudsmann Private Kranken- und

Pflegeversicherung

Kronenstraße 13

10117 Berlin

[www.pkv-ombudsmann.de](http://www.pkv-ombudsmann.de)

#### **Competent supervisory authority**

In the case of complaints about the insurance provider, the policyholder can contact the following address:

Bundesanstalt

für Finanzdienstleistungsaufsicht

Sektor Versicherungsaufsicht

Graurheindorfer Str. 108 · 53117 Bonn

Tel.: +49 (0)228/41 08-0

Fax: +49 (0)228/41 08-15 50

Email: [poststelle@bafin.de](mailto:poststelle@bafin.de)

Homepage: <http://www.bafin.de>