



### YACHT – THIRD PARTY LIABILITY - CONDITIONS

The insurance conditions are subject to German law. The German wording alone is binding.

1. According to the directive of the General Insurance Conditions for Third Party Liability (AHB) and the subsequent conditions, the insured party's legal third party liability is insured that results from keeping, possessing and using the water sports vehicles specified in the insurance policy, which are exclusively used for private, sporting or pleasure purposes and are registered in Europe. Legal third party liability is also insured that results from keeping, possessing and using a yawl, dinghy, sports equipment, diving gear and life raft, which belong to the water sports vehicle specified on the insurance certificate.

#### 2. Also Insured:

- a) The personal legal liability of the following insured people
    - the owner (if this is not the insured party)
    - the partner
    - the skipper
    - the crew member
  - and in connection with use of the vehicle, yawl, sport and diving gear, which belong to the vehicle, also all guests who are staying on board with the permission of the insured party or the owner. In derogation of point 7.4 (3) AHB the legal third party liability between several jointly insured people. The remaining exclusions of point 7 AHB remain unaffected.
  - b) The legal third party liability for injury sustained by a contractor or employee while performing an activity on the vehicle.
  - c) The legal third party liability resulting from pulling water-skiers, parascenders and / or sports equipment and the legal third party liability of the towed water-skiers or parascenders or the insured people resulting from the use of sports equipment, which is pulled by the insured vehicle or by yawls. However, the insurance protection is only guaranteed if this risk is not covered by a separate insurance policy (subsidiary liability).
  - d) The legal third party liability of the insured party and the jointly insured people in accordance with point 2a) in connection with the use of a hired, borrowed or chartered water sports vehicle - including yawl - which is chartered by the insured party or has been borrowed and is being driven with the insured party as the skipper. In the event of third party liability claims based on damage, which has been caused to the chartered or borrowed vehicle and / or the equipment, fixtures and accessories of the vehicle by the insured party or the jointly insured people, this skipper third party liability insurance only applies if such third party claims are asserted on the basis of gross negligence. In such cases the insured party's excess is EUR 2.500,-.
- The insurance protection for the skipper third party liability insurance is only offered if there is no other insurance and / or the sum covered by other skipper third party liability insurance purchased by the insured party is exceeded.
- e) The legal third party liability resulting from possession and use of a trailer for the water sports vehicle named on the insurance certificate, which is not subject to compulsory insurance according to the STVZO (Road Traffic Licensing Regulations), and if there is no other insurance.
  - f) The legal third party liability arising from damage to storerooms (without content) and pontoons, which have been hired for private purposes to house or store the water sports vehicle. Point 7.6 AHB is cancelled. In the context of the agreed insured sum of the policy, the highest compensation is EUR 250.000,- per damaging event, limited to EUR 500.000,- euros for all such types of insurance in an insurance year.

#### 3. Not Insured:

- a) Third party liability because of damage that occurs when participating in motor boat races or in associated practice runs;
- b) Third party liability because of damage resulting from irregular handling of flammable or explosive substances.

#### 4. Driving Licence Clause

- a) If an official permit is required to drive a water sports vehicle, the insurer is free from any obligation to pay if the responsible driver does not possess the officially required permit at the time of the insured event.
- b) The obligation to pay the insured party persists, if the insured party had a reasonable expectation that the responsible driver had the permit, or if an unauthorised driver has driven the vehicle.

#### 5. Damage Abroad

- a) The legal third party liability resulting from damaging events anywhere in the world is included, deviating from section 7 point 7.9 AHB. Payments by the insured party and the insurer are made exclusively in euros. The insurer's obligation is filled at the point in time that the equivalent value (according to the conversion table) has been paid over to a foreign trade bank.
- b) Deviating from section 5 point 5.2 paragraph 2 AHB, in the event of temporary seizure of a water sports vehicle in a foreign port, any necessary provision or lodging of security is exclusively a matter for the insured party.

#### 6. Water Pollution Claims

- a) Insurance cover is provided in the scope of the policy if pecuniary losses are treated like property damage, for the insured party's legal third party liability for direct or indirect consequences of changes to the physical, chemical or biological composition of a body of water including the ground water (water pollution claims).  
With the exception of water pollution claims
  1. which result from the introduction or initiation of pollutant substances into a body of water, or through other conscious effect on a body of water. This also applies if the introduction or effect was necessary to save other objects of legal protection;
  2. which result from operational dripping or flowing of oil or other liquids from tank closures, tanking facilities or from the mechanical fittings of the ship.
- b) **Excluded:** third party liability claims against people (insured party or each jointly insured person), who have precipitated the damage through deliberate deviation from the water protection laws, provisions, official arrangements or decrees that are aimed at the insured party.
- c) **Also excluded:** third party liability claims because of damage, which is caused by acts of war, other hostile treatment, rebellion, internal unrest, general strikes (in Germany or one of its States) or directly by instructions or measures of a higher authority. This also applies to damage resulting from a force majeure if elementary natural forces have had an effect.

#### 7. Insurance of Pecuniary Losses in the Yacht Third Party Liability Insurance

In agreement with section 2. point 2.1 AHB, in the context of the agreed insured sum of the policy, pecuniary losses arising from damaging events are also insured, which occurred when insurance cover was in place, namely at an insured sum of EUR 500.000,- per damaging event and EUR 1.000.000,- for all damaging events in an insurance year.

### **8. Third Party Liability Claims Are Excluded That Arise from:**

1. Damage, which occurs from things manufactured or supplied, or work performed, by the insured party (or by third parties on his behalf or at his expense).
2. Damage through continual pollution (e.g. noise, odours, vibrations);
3. Planning, consulting, construction or assembly management, inspection or supervisory activity;
4. Activities in connection with money, credit, insurance, property, leasing or similar commercial activities, from payment processes of any kind, from handling cash and from dishonesty and fraud;
5. Breach of industrial and intellectual property rights;
6. Non-adherence to notice periods, deadlines, calculations and cost estimates;
7. Advice, recommendations or instructions from commercially connected companies;
8. Activities in connection with data processing, rationalisation and automatisation, right of discovery, translation, travel agencies and companies;
9. Deliberate deviation from legal or official provisions, instructions or conditions of the customer, or from other deliberate breach of obligation;
10. Loss of things, also e.g. money, securities and valuables;
11. Damaging events that occur while the vehicle is being used for pleasure purposes other than sport (e.g. bareboat or skipper charter). Insurance protection of this kind must be applied for separately; further third party liability claims of own professionally employed crew members against the insured party or owner, particularly resulting from occupational accidents, if these can be insured in the context of social insurance or another kind of special insurance for occupational accidents. However, this excludes legal rights of recourse by the social insurance agency or other occupational accident insurer;
12. Damage that occurs in connection with the use of diving gear if the person who used the diving gear is not in possession of a recognized diving licence;
13. Injuries caused by the insured party or the owner to insured people.
14. Injuries caused by insured people to each other and third party liability claims of insured people against the owner or the insured party, if the financial loss is less than EUR 150,-;
15. Damage to rented storerooms or pontoons because of wear and tear, deterioration and excessive wear, further damage to heating, machine boilers and hot water systems, electrical and gas equipment and claims under a right of recourse, which fall under the ban on recourse according to the agreement with the fire insurer in the event of comprehensive damaging events;
16. Compensation for damages for punitive awards.

### **9. Final Provisions**

The insurance is based on the General Insurance Conditions for Third Party Liability (AHB) Issue 9.2005. German law applies to this agreement.

#### **Competent arbitration boards**

For life and property insurances:  
Versicherungsombudsmann e.V.  
Postfach 080632  
10006 Berlin  
[www.versicherungsbombudsmann.de](http://www.versicherungsbombudsmann.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>