



**HAMBURGER  
YACHTVERSICHERUNG  
SCHOMACKER**

**APPLICATION FOR EXTENDED  
PROFESSIONAL SKIPPER'S LIABILITY INSURANCE**

**POLICY HOLDER:**

(complete address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**CHARTER OPERATOR/AGENCY:**

A 1 0 8 3

The Professional Skipper's Liability Insurance covers the statutory liability of the policy holder in his/her capacity as professional skipper/ person in charge of a yacht. Pursuant to the General Terms and Conditions for Third Party Liability Insurance (AHB) and the Special Conditions for Professional Skipper's Liability Insurance (BSH 0219) the insurance agreement covers

- liability claims for compensation against the skipper and of the crew among one another up to EUR 5 Mio. or. EUR 10 Mio. depending on the choice of cover
- damage to the operated yacht in the event of proven gross negligence up to EUR 750.000,00
- security deposit/bailment up to EUR 100.000,00 in the event of confiscation of the yacht in a foreign port
- claims for compensation of the yacht owner for loss of charter income arising from culpable significant damage to the yacht up to EUR 20.000,00.

The total compensation payable for all insured events in one year is limited to twice this insured sum. The boat liability insurance for the operated yacht is always prior-ranking to the Professional Skipper's Liability Insurance, meaning that the latter always pays out on a secondary basis.

**PLEASE ANSWER THE FOLLOWING QUESTIONS:**

**Skipper:**

(if not identical to the person stated above)

**Address:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**E-Mail:**

\_\_\_\_\_

**Profession:**

\_\_\_\_\_

**Date of birth:**

\_\_\_\_\_

**Telephone business / private:**

\_\_\_\_\_

**Telefax:**

\_\_\_\_\_

Inception date: \_\_\_\_\_, 12 noon.

The insurance agreement is automatically extended if it is not terminated one month prior to expiry of the agreement at the latest. **The validity of insurance cover is conditional upon the skipper/ person in charge of the vessel being in possession of the boating license legally required both for the relevant vessel, the navigated area and the purpose of the voyage.**

**PLEASE CHOOSE YOUR INSURANCE COVER:**

**Lump sum EUR 5 Mio. for personal injury and damage to property**

- Yachts up to 16 m EUR 235,00
- Yachts up to 25 m EUR 550,00
- Yachts bigger than 25 m, up to 100 tons EUR 690,00

**Lump sum EUR 10 Mio. for personal injury and damage to property**

- Yachts up to 16 m EUR 345,00
- Yachts up to 25 m EUR 790,00
- Yachts bigger than 25 m, up to 100 tons EUR 990,00

Commercial mariner's liability insurance can be extended for freelance maritime instructor and teacher activities:

- Premium surcharge EUR 45,00 gross – for the extension of our current liability cover to include instructor/teacher activities.

You will receive the policy and invoice as soon as we receive the premium of the chosen insurance cover, as well as this application form with your signature.

- I have made remittance of the above amount (according to the chosen insurance cover) to the bank account mentioned below.

I have read and understood the information disclosed in accordance with § 15 VersVermV (German Insurance Brokerage Ordinance) and § 7 VVG (German Insurance Contract Act). The same applies to the information regarding the right of withdrawal and the Exclusive Brokerage Contract set out on page 3. I hereby explicitly declare acceptance and approval of the above-mentioned information/ contract.

Place

Date

Signature of skipper



The Association of German Insurance Brokers and Federation of Water Sports Industry

Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2  
D-20457 Hamburg

Tel. +49 (0)40 - 36 98 49 - 0  
Fax +49 (0)40 - 36 98 49 - 11  
info@schomacker.de  
www.schomacker.de

Managing directors:  
Andreas Medicus  
Volker Reichelt  
German Trade Register:  
AG Hbg. HRB 65561

Account information:  
Hamburger Sparkasse  
IBAN DE71 20050550 1042234169  
SWIFT: HASP DE HH XXX  
CI: DE83ZZZ00000244370



## **EXTENDED PROFESSIONAL SKIPPER'S LIABILITY INSURANCE**

Dear professional skipper!

in the normal course of events the yacht you are sailing will be covered by liability and hull insurance. Nevertheless, it repeatedly is the case that the insurer will not pay out in certain cases, or the amount of cover is insufficient or the terms of the agreement are too restrictive. A few examples should be enough to emphasize why every commercial skipper would be advised to also have the supplementary protection of Professional Skipper's Liability Insurance:

- a) When entering the boating harbour at Marmaris the skipper fails to notice an incoming yacht. A collision occurs. The amount of cover under the liability insurance for the yacht is insufficient to settle the amount of damage sustained by the damaged yacht. The gap in the cover is filled by your Skipper's Liability Insurance, which covers personal injury and damage to property up to **EUR 5,0 Mio.** resp. **EUR 10,0 Mio.**

If, as a result of a damage event of this kind, the yacht is impounded, any **security deposit** up to EUR 100.000,00 is likewise insured under the Extended Professional Skipper's Liability Insurance.

- b) While on a cruise around Mallorca the yacht capsizes in a storm. A member of the crew is lost at sea. The relatives sue the professional skipper because he supposedly failed to notice shallows. The boat liability insurance for the yacht does not cover any **claims of those on-board** against the skipper. In this case, too, the Professional Skipper's Liability Insurance will pay out. In the case of damages to property, which are caused during the operation of the boat in context, however, with an excess of EUR 150,00 per occurrence.
- c) The following could also happen to you: The hull insurance company refuses to compensate for the damage caused to the yacht operated by you due to **gross negligence**. The owner demands that you pay for this damage. Damage events of this type, where there is officially proven gross negligence on the part of the policy holder, are insured up to the sum of EUR 750.000,00 with a deductible of EUR 2.500,00 - after deposit - under the terms of our supplementary Professional Skipper's Liability Insurance.
- d) If, due to damage for which you are culpable, a following charter has to be cancelled because the yacht is not delivered in time from the boatyard, the proven **loss of charter income** is also insured up to EUR 20.000,00, whereby the first three days of loss of charter are treated as a deductible payable by you.

As your contractual partner, the Professional Skipper's Liability Insurance covers claims raised against you and wards off unjustified claims.

Protect yourself from the incalculable risks associated with your job by arranging our Extended Professional Skipper's Liability Insurance. Please find more information regarding this insurance in the application form.

Your Crew of the Hamburger Yacht-Versicherung

Hamburger Yachtversicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof / Zippelhaus 2  
D-20457 Hamburg

For returning this application to us you can use a window envelope. (In order to make sure that the address on the left appears in the window, please fold the letter appropriately.)



# HAMBURGER YACHTVERSICHERUNG SCHOMACKER

## STATEMENT CONCERNING OUR OBLIGATION TO INFORM IN ACCORDANCE WITH §15 VERSVERMV/ BROKER'S STATEMENT /COMPULSORY INFORMATION PURSUANT TO §1 OF THE REGULATION ON OBLIGATIONS TO FURNISH INFORMATION WITH RESPECT TO INSURANCE AGREEMENTS. (VVG-INFOV)

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.

### STATEMENT CONCERNING OUR OBLIGATIONS TO INFORM IN ACCORDANCE WITH §15 VERSVERMV

Legal obligations to which we are subject state that we are obliged to inform you of the following: Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Katharinenhof/ Zippelhaus 2, D-20457 Hamburg, Managing Director: Andreas Medicus, Volker Reichelt, District Court Hamburg Commercial Register (HRB) 65561, Phone: +49 40 369849 0, Fax: +49 40 369849 11, e-mail: info@schomacker.de

Registration in the Brokers' Register under the Registration No. D-HOSF-OZK00-04 has taken place in accordance with § 34 d, Sec. 1 Gewerbeordnung (German Industrial Code).

The authorising agency is the IHK Hamburg (Hamburg Chamber of Commerce and Industry), Adolphsplatz 1, D-20457 Hamburg, Phone: +49 40-36138 138, Fax: +49 40-36138-401, Email: service@ihk24.de

This entry can be verified in the brokers' register by contacting the German Chambers of Industry and Commerce (DIHK e. V.), Breite Straße 29, D-10178 Berlin, Phone: +49 180-600 585 0 (14 cents/min. from the German fixed line network. Prices deviate for mobile networks), www.vermittlerregister.info (German only).

Our firm has no direct or indirect holding in the voting rights or capital of an insurance undertaking. Conversely no insurance undertaking or parent undertaking of an insurance undertaking has a direct or indirect holding in the voting rights or capital of our firm.

Information on taking part in alternative dispute resolution for consumer disputes according to § 36 Consumer Dispute Resolution Act (VSBG): We are participating in the dispute settlement procedure before the following consumer arbitration boards:

Versicherungsbundsmann e.V.  
Postfach 08 06 32, D-10006 Berlin,  
www.versicherungsbundsmann.de

Ombudsmann Private Kranken- und Pflegeversicherung  
Postfach 06 02 12, D-10052 Berlin  
www.pkv-ombudsmann.de

Online dispute resolution platform according to Art. 14 Abs. 1 ODR-VO  
The European Union established a platform for online dispute resolutions:  
www.ec.europa.eu/consumers/odr/

Please do not hesitate to contact us if you have any queries.

### BROKER'S DECLARATION

#### Contracting Parties/Object of the Contract

The customer exclusively contracts the broker Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Zippelhaus 2, D-20457 Hamburg to advise, broker and service the insurance types required about. Any further comprehensive determination of requirements and advice regarding other classes of insurance shall only take place on the basis of a written broker's contract, which we can supply at your request.

#### Market Study

The customer is aware that these products involve special concepts for insurance cover and general agreements. These are designed against a background of a balanced price-performance ratio, sufficient regulating experience, good service quality and appropriate financial strength of the insurer. As a general rule, other insurers and cover concepts are not offered in these classes.

#### Liability

The broker fulfils his obligations with the care of a prudent businessman. The legal liability for violating his professional duties of care in this contract is limited to EUR 2.0 per event of loss. The broker has taken up liability insurance regarding financial losses up to this sum.

#### Statute of Limitations

Claims to damages lapse after three years. The period of limitation begins at the time the customer came into knowledge of the damage and the identity of the party that is liable for it, or should have come into the knowledge without being grossly negligent. At the latest however, these claims become time-barred five years after termination of the policies based on this exclusive brokerage agreement.

#### Datenschutzklausel

The customer agrees that his data is stored with consideration of the General Data Protection Regulation (Datenschutz-Grundverordnung, DSGVO) and the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), and data from application documents and/or the contract documents (i.e. contributions, insurance claims, terminations, changes in risk and contract) may be handed to the insurers in the necessary extent. The consent to the data transmission extends also to the transmission of data to reinsurers as well as to external service providers, as far as this is necessary for the execution of the contract and / or damage processing (for example, address investigators, collection agencies, appraisers and experts, lawyers, IT service providers, data destroyers). Health issues may only be transferred to personal insurers, as far as this is necessary for contract brokerage.

The customer agrees to the order processing and correspondence via unencrypted e-mails.

All transmitted data will be treated confidentially, made accessible only to authorized persons, not being used for advertising purposes, and not disclosed or made available to third parties.

The customer data are deleted after termination of the cooperation within the legal regulations, in particular the legal retention periods. To defend against future claims for damages, the deletion periods may be extended accordingly. The customer agrees that the deletion claim does not relate to audit-proof backup systems and can be carried out in the sense of a blocking.

The customer is entitled to all the rights specified in Chapter 3 (Article 12-23) of the DSGVO, in particular the right to information, correction, deletion, limitation of processing, right of opposition and the right to data portability.

Responsible for the purposes of the data protection regulations is the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, represented by the managing directors Andreas Medicus and Volker Reichelt. Data Protection Officer of the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH is Ms Katja Pilski (datenschutz@schomacker.de).

#### Broker's Power of Attorney

The broker is authorised to take up the insurance policies applied for, submit or receive statements on these policies, participate in the damage settlement pertaining to them and receives payments for settlements or damage settlements.

### CONFIRMATION OF THE RECEIPT OF ALL DOCUMENTS IN ACCORDANCE WITH § 7 VVG

All key, basic and general policy documents have been submitted or made accessible to me for the insurance cover applied for. Any additional information in accordance with § 7 Sec. 1 and 2 VVG is in the possession of my insurance broker Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, and can be accessed by me at any time.

### APPLICANT'S RIGHT TO WITHDRAW

I can withdraw from the policy by means of a written communication (by letter, fax and email) without providing a reason from the time of submitting my application until two weeks after receipt of the insurance policy including the General Terms and Conditions of Insurance. The letter of withdrawal is to be directed to Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH. The right to withdraw does not apply to policies with a period of less than one month or provisional insurance cover.

### COMPULSORY INFORMATION PURSUANT TO § 1 OF THE REGULATION ON OBLIGATIONS TO FURNISH INFORMATION WITH RESPECT TO INSURANCE AGREEMENTS. (VVG-INFOV) - PROFESSIONAL SKIPPERS' LIABILITY INSURANCE.

The Regulation on obligations to furnish information pertaining to insurance agreements (VVG-Info) obliges the insurer to communicate the following information to you in the given sequence.

#### 1. Details of the Insurer

Generali Versicherung AG • Adenaue 7 • D-81737 Munich • www.generalide  
Chairman of the Supervisory Board: Antonio Cangeri • Management Board: Giovanni Liverani, Bernd Felske, Stefan Lehmann, Milan Novotny, Ulrich Rieger, Dr. Rainer Sommer, Dr. Robert Wehn  
Registered address in Munich • Legal form Joint-stock company (AG) • District Court Munich  
Registered company number - HRB 177658

#### 2. Address for service of the insurer

Generali Versicherung AG represented by the Chairman of the Supervisory Board Antonio Cangeri • Adenaue 7 • D-81737 Munich

#### 3. Main business activity of the insurer and competent supervisory authority

The main business activity is in the conclusion of liability, accident, vehicle and property insurance agreements.  
Competent supervisory authority:  
German Federal Financial Supervisory Authority (BaFin) • Insurance section • Graurheindorfer Straße 108 • D-53117 Bonn/Germany

#### 4. Details regarding a formation of a guarantee fund etc.

Insurance companies, the main business activity of which is in the conclusion of liability, accident, vehicle and property insurance agreements, are not required to maintain a guarantee fund.

#### 5. Significant features of the compensation payment

The agreement includes the General Terms and Conditions for Liability Insurance (AHB) and the Special Conditions for the Professional Skippers' Liability Insurance (BSH0219) as well as the other conditions that apply to the agreement by way of the German Insurance Agreement Act (Versicherungsvertragsgesetz or VVG), the German Civil Code (BGB) and the Code of Civil Procedure (ZPO). For specific details of the insurance cover provided under the insurance agreement, please read the terms and conditions.

#### 6. Total price of the insurance

The premium for the insurance offered is specified in the application form.

#### 7. Additional costs as well as other taxes, fees or expenses

Provided the agreement is executed as agreed no other costs will be payable. Please note that where there is a delay in payment of following premiums, additional charges, such as reminder fees, may become due.

#### 8. Payment and settlement

The premiums set out under Paragraph 6 are payable in advance for the period specified. The premium owed is settled upon instruction for transfer from your account of the due sum. If the transfer is made by means of a cash payment, the premium owed is deemed settled with the payment at the relevant bank of the premium due.

#### 9. Validity of the information provided

We shall regard the information provided to you as valid until further notice.

#### 10. Notice with respect to fluctuations in the financial instruments employed

No financial instruments are employed in administering this Professionals Skippers' Liability Insurance.

#### 11. Details on the formation of the agreement

The insurance agreement will be concluded upon transfer of the insurance premium and the submission of this application.

#### 12. Right of Withdrawal

Please refer to the left.

#### 13. Duration of the insurance agreement

Duration of the agreement: The duration of the agreement is usually for one year and starts with the date specified in the application, but it will start no earlier than the payment of your premium into our account. The agreement will be automatically renewed for one more year where it has not been cancelled one month prior to expiry. In this case you will receive an invoice for the renewal premium.

#### 14. Termination of the policy

Agreements may be cancelled by you under certain conditions, even prior to the expiry of the agreed duration of the agreement. The applicable conditions for this are as follows.

The agreement ends in accordance with the General Terms and Conditions for Liability Insurance (AHB).

#### Cancellation upon expiry

This agreement can be cancelled with effect to any time of expiry with a notice period of one month. Please send the cancellation to Hamburger Yacht-Versicherung.

#### Cancellation following loss

After the occurrence of a loss event for which compensation is payable, you have the option of cancelling the relevant agreement within one month following the conclusion of the negotiations relating to compensation. The cancellation may not be made effective at any point in time after the end of the current insurance period.

#### Cancellation Lapse of risk/increase of premium

It is not possible to cancel the agreement following the discontinuation of risk, instead this is only permitted at the normal time upon which the agreement expires. Our terms and conditions do not include the option of adjusting premiums, so the possibility of cancellation by reason of an increase in premiums is not relevant here.

#### 15. Legal basis on the pre-contractual phase (negotiations etc.)

The pre-contractual phase is governed by the law of the Federal Republic of Germany.

#### 16. Jurisdiction and applicable law

The contractual arrangements are governed by the law of the Federal Republic of Germany. The location of the court with respect to agreements is defined under Paragraphs 13, 17,21 and 29 Code of Civil Procedure (ZPO).

#### 17. Language

German is the authoritative language for contractual terms and conditions, all information relating to the agreement as well as all communications during the period of the agreement.

#### 18. Complaints and legal redress procedure

As your independent insurance broker we are always trying to be honest, upright, and serve in the best possible way for your interests. If in any case you should not be satisfied by any of our business activities, please refer to our management at beschwerde@schomacker.de.

Information on taking part in alternative dispute resolution for consumer disputes according to §36 Consumer Dispute Resolution Act (VSBG). In accordance to § 17 para 4 of the Insurance Mediation Regulation, we are obliged to participate in the dispute settlement procedure before the following consumer arbitration boards: Versicherungsbundsmann e.V., Postfach 08 06 32, D-10006 Berlin  
www.versicherungsbundsmann.de

Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 12, D-10052 Berlin,  
www.pkv-ombudsmann.de

Online dispute resolution platform according to Art. 14, ss 1 ODR-VO The European Union established a platform for online dispute resolutions: <http://ec.europa.eu/consumers/odr/>

The professional regulations (§ 34d Trade Regulations, §§ 59-68 VVG, VersVermV) can be viewed and retrieved via the website [www.gesetze-im-internet.de](http://www.gesetze-im-internet.de) operated by the Federal Ministry of Justice and juris GmbH.

#### 19. Complaints to the supervisory authority

If you have reason to complain, please contact Generali Versicherung AG • Adenaue 7 • D-81737 Munich. You may also submit your complaint to the competent supervisory authority. The address is as follows:  
Bundesanstalt für Finanzdienstleistungsaufsicht, Bereich Versicherungen • Graurheindorfer Straße 108 • D-53117 Bonn/Germany

#### 20. Special agreements

Additional agreements are only binding where these have been confirmed by the insurer in the insurance certificate or by means of an amendment to the insurance policy.



The Association of German Insurance Brokers  
and Federation of Water Sports Industry

Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2  
D-20457 Hamburg

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Fax +49 (0)40-36 98 49-11  
info@schomacker.de  
www.schomacker.de

Managing directors:  
Andreas Medicus  
Volker Reichelt  
German Trade Register:  
AG Hbg. HRB 65561

Account information:  
Hamburger Sparkasse  
IBAN DE71 20050550 1042234169  
SWIFT: HASP DE HH XXX  
CI: DE83ZZ00000244370