



Hamburger Yacht-Versicherung

Schomacker Versicherungsmakler GmbH

Application for Extended Professional Skipper's Liability Insurance

Policy holder incl. his/her complete address:

Charter operator/ agency:

Policy No.: _____
(to be issued by us)

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 up to a maximum of 100 tons.

Pursuant to the General Terms and Conditions for Third Party Liability Insurance (AHB) and the Special Conditions for Professional Skipper's Liability Insurance (BSH 2008) the insurance agreement covers

- damage to the operated yacht in the event of proven gross negligence
- claims for compensation of the crew among one another under statutory liability
- security deposit/bailment up to EUR 50.000,00 in the event of confiscation of the yacht in a foreign port
- claims for compensation of the yacht owner for loss of charter income up to EUR 17.500,00 arising from culpable significant damage to the yacht.

The overall insured sum for personal injury and damage to property amounts to EUR 5,0 Mio. 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: _____ Profession: _____
(if not identical to person stated above)

Address: _____ Date of birth: _____

Telephone (business/private): _____

E-mail: _____ Fax: _____

Inception date: _____ 12.00 hours.

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.

The annual premium **including** fees and insurance tax amounts to **EUR 225,00**.

Please tick the appropriate box:

- I have made remittance of the above amount to the appropriate bank account.
- Please debit the above amount to the following bank account (*direct debiting is only possible from a German bank account*):

Account No. _____ BIC _____ Name of bank: _____

Issuance of the insurance policy shall be made following payment of the premium and acceptance of the application for insurance cover.

I have read and understood the information disclosed in accordance with § 11 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

.....
Skipper's signature



Katharinenhof
Zippelhaus 2
D-20457 Hamburg

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

Managing Director:
Volker Reichelt
District Court of Hamburg,
Commercial Register 65561

Bank Details: Hamburger Sparkasse
IBAN: DE71 20050550 1042234169
S.W.I.F.T.: HASP DE HH XXX
(BLZ) 200 505 50 · Kto. 1042 234 169



Hamburger Yacht-Versicherung

Schomacker Versicherungsmakler GmbH

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.**

If, as a result of a damage event of this kind, the yacht is impounded, any **security deposit** up to EUR 50.000,00 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 damage to property a deductible of EUR 150,00 will be payable.
- 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 550.000,00 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 17.500,00, 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 overleaf.

Your crew at Hamburger Yacht-Versicherung

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

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 Yacht-Versicherung

Schomacker Versicherungsmakler GmbH

Statement concerning our obligation to inform in accordance with §11 VersVermV/Broker's statement /Compulsory information pursuant to §1 of the Regulation on Obligations to furnish information with respect to insurance agreements. (VVG-InfoV)

Statement concerning our obligations to inform in accordance with §11 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: Volker Reichelt, District Court Hamburg Commercial Register (HRB) 65561, Phone: +49 40 369849 0, Fax +49 40 369849 11 Email: info@schomacker.de

Registration in the Brokers' Register under the Registration No. D-H0SF-QZK00-04 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@hk24.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 +49 180-500 585 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.

The following conciliation bodies can be called in to resolve disputes out of court: Versicherungsombudsmann e.V., Postfach 08 06 32, D-10006 Berlin, www.versicherungsombudsmann.de
Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 12, D-10052 Berlin, www.pkv-ombudsmann.de

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

Katharinenhof / Zippelhaus 2 · D-20457 Hamburg
Phone +49 40 36 98 49 - 0, Fax +49 40 36 98 49 - 11, www.schomacker.de

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 enquired 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.

Privacy

The customer consents to his data being stored in accordance with the provisions of the German Data Security Act (Bundesdatenschutzgesetz, BDSG).

The customer consents to data pertaining to application documents and/or contract performance (e.g. premiums, insurances cases, terminations, risk changes/policy revisions) being transferred to the insurer in the required scope. This consent also extends to transferring data to reinsurers. Information on health is only allowed to be transferred to personal insurers if required for brokering a contract.

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

ALTE LEIPZIGER Versicherung AG • Alte Leipziger Platz 1 • D-61440 Oberursel
Chairman of the Supervisory Board: Hermann Gühring • Executive Board: Dr. Ingo Telschow, Sven Waldschmidt
Head office: Oberursel (Taunus) • Legal form: German joint stock company • District Court: Bad Homburg v.d.H., HRB1585 • TIN 045223 00421

2. Address for service of the insurer

ALTE LEIPZIGER Versicherung AG represented by the Executive Board

Dr. Ingo Telschow and Mr. Sven Waldschmidt • Alte Leipziger Platz 1 • D-61440 Oberursel

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

The main business activity of the insurer is in the sale and conclusion of liability, accident, vehicle and property insurance. Competent supervisory authority: Bundesanstalt für Finanzdienstleistungsaufsicht (Federal Financial Services Supervisory Authority) • Bereich Versicherungen (Insurance section) • Graurheindorfer Straße 108 • D-53117 Bonn

4. Details regarding the existence of a guarantee fund or similar

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

5. Key characteristics of the insurance benefit

The insurance agreement includes the General Terms and Conditions of Liability Insurance (AHB 88, 2008 Version) and the Special Conditions for Professional Skippers' Liability Insurance (BSH 2008) as well as the other conditions that apply to the agreement by way of the German Insurance Agreement Act (VVG), the German Civil Code (BGB) and the Code of Civil Procedure (ZPO).

Please refer to the conditions for specific details on insurance cover within the scope of the policy.

6. Total price of the insurance

The premium for the policy offered is stated in the application form.

7. Additional costs as well as other taxes, fees and charges

No further costs accrue where the agreement is executed as expected. We expressly indicate that additional costs such as charges for arrears may apply in case of default with the payment of renewal premiums.

8. Payment and settlement

The premiums set out under paragraph 6 are due in advance of the stated period.

The premium due is deemed settled once you have instructed a bank transfer to be made from your account or you have issued a direct debit instruction or sent a cheque and the amount is covered by your account. If you pay in cash to make the payment, the premium due is deemed settled once it has been paid into the appropriate bank account.

9. Validity of information provided

This information we provide you with remains binding until we revoke it.

10. Notes on possible fluctuations in the financial instruments employed

No financial instruments are employed in administering the Professional Skippers' Liability Insurance.

11. Details on the conclusion of the insurance agreement

The policy is entered into on transfer of the insurance premium and submission of the application for cover.

12. Right to withdraw

See left-hand column.

13. Duration of the 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. End of the agreement

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 three months. 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 following 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.

16. Legal basis of the pre-contractual phase (negotiations etc.)

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

17. Applicable law and court

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).

18. 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.

19. Complaints and legal redress procedure

The Company is a member of Verein Versicherungsombudsmann e.V. (the insurance ombudsman association). This means that you may avail of the special service of consulting the independent neutral ombudsman where you do not agree with a particular decision. You must submit your complaint within 8 weeks. The procedure is free of charge for you. Versicherungsombudsmann e.V. • Post box 080632 • 10006 Berlin • Tel.: 01804/22 44 24
Fax: 01804/22 44 25 • email: beschwerde@versicherungsombudsmann.de
We expressly indicate that the option of pursuing legal remedies remains hereby unaffected.

20. Complaints to the supervisory authority

If you have reason for complaint, please contact ALTE LEIPZIGER Versicherung AG • Alte Leipziger Platz 1 61440 Oberursel. You may also submit your complaint to the competent supervisory authority. The address is as follows:

Bundesanstalt für Finanzdienstleistungsaufsicht, Bereich Versicherungen • Graurheindorfer Straße 108 • 53117 Bonn

21. 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.