



# HAMBURGER YACHTVERSICHERUNG SCHOMACKER

A 1 0 8 3

– Yacht insurance application

– Inquiry for Yacht insurance

**1. Client** \_\_\_\_\_ phone no \_\_\_\_\_  
 address \_\_\_\_\_ Email: \_\_\_\_\_  
 profession/industry \_\_\_\_\_  self-employed date of birth \_\_\_\_\_

**2. Vessel** (Please specify data as far as known. Missing particulars may be added later.)

name of yacht:		builder/shipyard/build:		type:	flag:	sail area on the wing/rig type:
built in (year):	dimensions:	serial no./sail no./register no./registr. mark:		CE-Nr.:		material (hull/mast): /
manufacturer of main engine:	year:	<input type="radio"/> petrol <input type="radio"/> outboard <input type="radio"/> diesel <input type="radio"/> inboard <input type="radio"/> electric engine	power (HP):	max. speed: knots:	today's value as new (yacht):	
manufacturer of outboard engine:	year:	outboard engine value as new:	outboard engine power:	purchase year:	purchase price of yacht:	
trailer manufacturer/type:	year:	trailer value as new:	reg. mark:	vehicle ID no:	payload (max. allowable load):	

**3. Area of operation** \_\_\_\_\_ **commercial use**  yes  no  
 mooring port summer \_\_\_\_\_  harbour  roadstead  beach  
 winter \_\_\_\_\_  hall  outside  water  
 if so, what kind? \_\_\_\_\_  
 insure lost charter revenues  yes  no

**4. Hull insurance**  yes  no

	insurance sum (please split)	premium
hull incl. inboard engine, rig, naut. Equipment:	EUR _____	% EUR _____
outboard engine:	EUR _____	% EUR _____
trailer/winter support blocks:	EUR _____	% EUR _____
personal items and loose inventory:	EUR _____	% EUR _____
<b>sum total = fixed sum insured</b>	EUR _____	% EUR _____
net premium after no-claims bonus / immediate discount of: _____%		EUR _____
Including insurance tax and fees, with a deductible of EUR: _____		EUR _____

additional transports:  yes  no engine breakdown clause (for yachts up to 15 years):  yes  no regatta:  yes  no

**5. Where have you been insured before?** with \_\_\_\_\_ policy no \_\_\_\_\_  
 insurance canceled by whom, and why? \_\_\_\_\_

**6. Damage history**  yes  no (Did you have any damage on any boat/yacht in the past 4 years?)  
 specify damage type and amount \_\_\_\_\_

**7. Third party liability insurance**  yes  no **trailer liability insurance**  yes  no **premium clause**  yes  no  
 EUR 5.000.000,00 (lump sum for damage to persons and / or property) net premium EUR \_\_\_\_\_  
 EUR \_\_\_\_\_ annual premium incl. insur. tax and fees EUR \_\_\_\_\_

**8. Passenger accident insurance**  yes  no (basic cover 1-fold) net premium EUR \_\_\_\_\_  
 EUR 75.000,00 for death  
 EUR 150.000,00 for invalidity, with progression annual premium incl. insur. tax and fees EUR \_\_\_\_\_  
 Cover A  Cover B  1-fold  2-fold  3-fold  4-fold

**9. Legal Expenses Cover Insurance**  yes  no **incl. insurance for contracts and property**  yes  no  
**with rent legal protection**  yes  no annual premium incl. insurance tax EUR \_\_\_\_\_  
 This legal expenses cover insurance is only available for clients with permanent residence in Germany.

**10. Start of insurance** from: \_\_\_\_\_ 12 o'clock until/term \_\_\_\_\_ (min. 1 year with extension clause)  
 agreements: \_\_\_\_\_

**11. Payment authorization**  yes  no I authorize payment of the premium with a debit from the following account at: \_\_\_\_\_  
**Please double check if your bank supports direct debit. Please use this only if your bank supports this.**  
 IBAN: \_\_\_\_\_ BIC: \_\_\_\_\_

I have read and agreed with the information for filling out this application, the statement concerning our obligation to inform in accordance with §11 VersVermV and §7 VVG, the right to withdrawal, the data protection clause as well as the exclusive brokerage agreement. \_\_\_\_\_ place / date \_\_\_\_\_ signature

**Immediate insurance coverage required? Call us now! Your insurance certificate will arrive in a moment.**



# HAMBURGER YACHTVERSICHERUNG SCHOMACKER

## INSTRUCTIONS FOR FILLING IN THE APPLICATION FORM

Please tick the types of insurance you wish to take out. You may also take out any insurance (hull, third party liability, passenger accident) individually using this form. The types of insurance collected in this form are all legally independent contracts.

Please answer all questions as far as you can. Missing particulars may be added later.

If you tick neither 'yes' nor 'no' we have to assume 'no' if the application form shows no other information.

**Item 1)** For owners' collectives please specify the name of the 'manager' and add 'and co-owners'. Provide us with a separate list of the names and addresses of the co-owners. Also specify the phone and fax numbers under which we can reach you at day.

**Item 2)** **Build of motor yacht (MY)** includes: open gliders (no cabin), cabin gliders, displacement vessel and special types (inflatables, angling boats). Sailing yachts include, e. g. catamarans, trimarans and dinghies.

**Sail area on the wind** is calculated from mainsail, foresail, mizzen sail if applicable – not including spinnaker, genoa and further additional sails.

**Rig types** include, e.g. sloop, cutter, ketch, yawl.

For two inboard engines specify power as follows: e. g. 2 x 150 HP. If the vessel has an additional **outboard engine** specify it additionally. The value of the outboard engine must always be specified separately under item 4, regardless of whether it is the main engine or carried as an additional engine (e. g. as spare drive or for a motor launch).

**Today's new value** of a second-hand boat is today's cost of production of the yacht type or of a comparable yacht including equipment.

**Item 3)** **Commercial use:** charter, participation in boat shows.

**Item 4)** **Important information for determining the insurance sums**

Please enter separate insurance sums for outboard engine, trailer, personal items and loose inventory if you also wish to insure these items. The **insurance sum** should be the value of the vessel at the time of application, or the purchase price.

**Nautical equipment** includes all instruments and electronic equipment used for running the vessel as well as life jackets, radio direction finders, GPS system, echo sounder, one set of binoculars, but no trailers, slip carts, support blocks and tarpaulins.

**Personal items and loose inventory** includes items not firmly connected with the vessel hull that are not needed for running the boat (such as bedlinen, cushions, blankets, cutlery, but no trailers, slip carts, support blocks and tarpaulins).

Two **transports** (from and to the winter storage place) are insured without an extra premium. Therefore only tick the 'yes' box for additional transports if your yacht is transported in addition to that, e. g. by trailer for every use.

**Item 10)** The **extension clause** says that the contracts are automatically extended for another year unless terminated in writing no later than 1 month before the expiry date.

## CONFIRMATION OF RECEIPT OF ALL DOCUMENTS IN ACCORDANCE WITH SECTION 7 GERMAN INSURANCE CONTRACT ACT (VVG)

All the requisite documentation for the insurance cover applied for on the front page of this form has been provided or otherwise made available to me. The additional information as defined under Section 7 para. 1 and 2 German Insurance Contract Act is available from my insurance broker, the firm of Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, and I may access this information at any time I so require it.

## RIGHT OF WITHDRAWAL

I may revoke my contractual statement from the time of the application of yacht insurance until 2 weeks after receiving the insurance cover including the insurance conditions in writing (e. g. letter, fax, email) without stating any reasons. The revocation should be directed to:

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

I am not entitled to cancel an insurance agreement where the effective period is less than one month nor may I cancel an insurance agreement for interim cover.

## LEGAL NOTICE REGARDING BREACHES OF PRE-CONTRACTUAL DUTY OF DISCLOSURE

Please note that in accordance with Section 19 German Insurance Contract Act, until the time of submission of your contractual acceptance you are required to carefully, truthfully and fully provide the insurer with all information that to the best of your knowledge relate to circumstances relevant to the grant of insurance cover and about which it has asked written questions of you (pre-contractual duty of disclosure). We provide you with the following notice concerning the legal consequences in the event that you breach this pre-contractual duty of disclosure by a failure to disclose circumstances about which the insurer has inquired in writing, or where you do so inaccurately. Depending on whether you have breached the duty of disclosure deliberately, through gross negligence, slight negligence or did so innocently, the insurer may rescind, terminate, or, in certain circumstances, amend the agreement. In the event that you deliberately breach the duty of disclosure or did so through your gross negligence, the insurer is entitled to rescind the agreement. The insurer, moreover, is not obliged to make any payment of compensation, unless the breach of the duty of disclosure concerns a circumstance that did not have any causal connection with the occurrence of the insured event or the identification of the insured event or which was not relevant with respect to the determination or extent of the compensation payment. In the event that you breach this duty of disclosure neither deliberately nor through acting in a grossly negligent manner, the insurer may terminate the agreement by giving a period of notice of one month. Except in the case of a deliberate breach of the duty of disclosure, the insurer may not rescind or terminate the agreement if it would still have concluded the agreement, even under other terms and conditions, even had it known of the non-disclosed circumstances. In this case the insurer may demand that the agreement be amended with new conditions, i. e. in the event of a culpable breach of the duty of disclosure these amendments will be effective retrospectively, and if, on the other hand, there was an innocent breach of the said duty, these amendments only become part an integral part of the agreement as of the current insurance period. The insurer may not avail of the aforementioned rights if it was aware of the non-disclosed risk-related circumstance or the inaccuracy of the information provided. The insurer remains entitled to seek rescission of the agreement on the grounds of fraudulent misrepresentation. In the event that the insurer succeeds in objecting to performance of its contractual duties on the basis of fraudulent misrepresentation, it is not obliged to make any payment of compensation.

## MANDATORY INFORMATION AND BROKER STATEMENT

### MANDATORY INFORMATION PROVIDED UNDER § 11 VERSVERMV (INSURANCE BROKER ACT)

According to the law we are obliged to provide you with the following information:

Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Katharinenhof / Zippelhaus 2, D-20457 Hamburg, managing director: Andreas Medicus, Volker Reichelt, AG Hamburg HRB 65561, ph. 0049 40 369849 0 / fax 0049 40 369849 11, info@schomacker.de

Registration in the Brokers' Register under Registration No. D-HOSF-QZKO0-04 has taken place in accordance with § 34 d, Sec. 1 Gewerbeordnung (German Industrial Code).

The licensing authority is the Chamber of Industry and Commerce, IHK Hamburg, Adolphsplatz 1, D-20457 Hamburg, ph. 0049 40 36138 138, fax 0049 40 36138 401, e-mail: service@hk24.de.

Following entry in the broker register the entry can be checked with:

Deutscher Industrie- und Handelskammertag (DIHK) e.V., Breite Straße 29, D-10178 Berlin, ph. 0049 40 180- 500 585 0 (14 Cents/min. from German fixed-line phone, different prices applicable from mobile phone networks), www.vermittlerregister.info.

Our company 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 company.

Information on taking part in alternative dispute resolution for consumer disputes according to §36 Consumer Dispute Resolution Act (VSBG). We agree to participate in alternative dispute resolution at the following qualified dispute resolution proceedings:

VERSICHERUNGSOMBUDSMANN E.V. • Postfach 08 06 32, 10006 Berlin  
www.versicherungsombudsmann.de

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

If you closed your contract online, e.g. on our website, you might use the platform for online dispute resolutions established by the European Union. The platform is available at [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/)

In case of any questions please do not hesitate to contact us.

### EXCLUSIVE BROKERAGE AGREEMENT

#### 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.

The customer does not wish for any further advice on other insurance policies/needs.

**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 you with on request.**

#### Market Study

The customer is aware that the brokered insurance policies involve special concepts for insurance cover and general agreements. In each respective case, the advice of the insurance broker is not supported by an objective, balanced market study. The broker designs the special concepts and general agreements against a background of a balanced price-performance ratio, the sufficient regulating experience, good service quality and appropriate financial strength of the insurer and regularly verifies them.

#### 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 Mio. per event of loss. In this regard, the broker has taken out and maintains third party liability insurance regarding financial loss up to the above-mentioned 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 insurance agreement concluded on the basis of 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 implementation (e.g., premiums, insurances cases, terminations, risk changes/policy revisions) being transferred to the insurer in the required scope. The consent for data transmission 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, modify or cancel insurance policies, submit or receive declarations and communications with respect to these policies, participate in the processing of claims for compensation pertaining to them and receive payments in connection with the settlement of such claims.

#### CREDITORS IDENTIFICATION NUMBER: DE83ZZ0000244370

MANDATE REFERENCE NO. will be communicated separately with the first debit by the SEPA Core Direct Debit Scheme.

#### SEPA Core Direct Debit Scheme

I authorise the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH to debit my account with the premiums agreed to. At the same time I authorise my bank to debit my account in accordance to the instructions from Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH. Please double check if your bank supports direct debit.

**Please note:** I am entitled to a refund from my bank under the terms and conditions of my agreement with my bank. A refund has to be claimed within 8 weeks starting from the date on which my account was debited.

