Skipper‘s Passenger Accident Insurance

COMPLETELY SAFE

Accidents on board and rescues, for example by helicopter, can be expensive.

Our special advantage: the inclusion of rescue costs, such as in the event of a suspected stroke or heart attack. In such cases the insurance compensates also where no accident occurs.

Also included are, amongst other things, injuries that typically occur when diving, also without the presence of risk of an accident, and the medically necessary transport home.

You will find all details and premiums on the following pages.

Special Terms and conditions for skipper's passenger accident insurance

1. Within the terms of the General Accident Insurance Terms and Conditions (AUB 88 updated 2008, see www.schomacker.de) this insurance cover extends to all accidents suffered by authorised occupants.

   The insurance cover is valid when using the vessel or its dinghy, when docking and casting off as well as when on the jetty.

2. The insurance cover applies to all authorised occupants of the vessel (skipper and crew, where not just the former is to be insured), to the exclusion of those person employed with the service and maintenance of the boat (salaried and waged boat service staff).

3. In the event of damage/loss the insured amount will be divided by the number of persons on the vessel at the time of the accident. Each person is insured to the corresponding part sum of the insured amount. The full insurance amount will be payable to the skipper where only he is insured.

4. For persons under 18-years old, along with the AUB 88, the supplementary terms and conditions for Child Accident Insurance with the inclusion of toxication.

5. In accordance with Paragraph 2 I. (5) AUB 88 no insurance cover is extended with respect to accidents suffered by the insured persons by reason of being the pilot, co-pilot or occupants of a motorboat taking part in racing events or racing practice, by reason of travelling at high speeds or where the skipper/crew take part in regattas.

Special Terms and Conditions for the Co-Insurance of Salvage Costs for Occupants Insurance

6. If by reason of an accident covered by this insurance, an insured person suffers a heart-attack or stroke, the insurer will recompense the necessary costs, up to the amount specific in the insurance certificate, for:
   a) search, rescue or salvage operations conducted by public or privately organised rescue services, where costs are normally charged in this respect.
   b) transport of the injured party/parties to the nearest hospital or specialist clinic insofar as this is medically necessary and ordered by a doctor.
   c) extra expense incurred in returning the injured to their permanent place of residence, provided this extra expense is due to medical requirements or is unavoidable given the nature of the injury.
   d) in the case of death the transport of the body to the last place of residence.

7. The insurer is likewise obliged to pay compensation where the insured person incurs costs as described in 6. a) where no accident was actually suffered but where one was directly imminent or was reasonably expected given the circumstances.

8. Where another party is liable to pay compensation, the claim for compensation against the insurer can only be established in relation to the outstanding costs. If another liable party disputes its obligation to pay compensation, the policy holder can look directly to the insurer.

Special Terms and Conditions for the Insurance of Typical Diving-related Injuries in the Occupants Insurance

9. Supplementing Paragraph 1 III of the General Accident Insurance Terms and Conditions (AUB 88), we also offer insurance cover for typical diving-related injuries, where the dive is organised from the vessel or its dinghy, such injuries including compression sickness or eardrum injuries as well as for drowning or suffocation under water, including where no accident has occurred.

Special Terms and Conditions for the Co-Insurance of Passive War Risk in the Accident Insurance (BB Kriegsrisiko 92)

10. By way of amendment to Paragraph 2 I. (3) of the General Accident Insurance Terms and Conditions (AUB 88), insurance cover extends to accidents suffered by the insured person by way of war events, where he is not an active participant in the war or civil war (passive war risk). An active participant is deemed also to be anyone who, on behalf of one of the warring parties, supplies, removes or otherwise handles plant, equipments, devices, vehicles, weapons or other materials intended for the conduct of war.
    Insurance cover is extended to accidents caused by terrorist attacks that have a causal connection with a war or civil war, which is carried out outside of the territories of the warring parties.

11. The following are excluded from insurance cover:
    a) accidents where the insured person travels to a war zone after the outbreak of war or civil war.
    b) accidents, where the insured person, by reason of his profession (e.g. journalist, camera man) travels to a conflict area in the expectation of a possible war or civil war.
    c) accidents caused by ABC weapons (atomic, biological or chemical weapons).
    d) accident in connection with a war or warlike situation between two world powers (China, France, United Kingdom, Japan, Russia, USA).
    e) accidents in connection with a war or civil war where the State, in which the insured party is domiciled or has his usual place of residence, is one of the warring parties or where the events of the war take place within the territory of this State.

12. The insurance cover extended under these Special Terms and Conditions will, however, only apply for a period of 14 days following midnight of the day upon which the hostile action broke out.

General Conditions

13. The basis of the insurance cover provided is the concluded charter agreement together with crew list which is to specify the date of the cruise, the names and dates of birth of the skipper and the crew. A crew list must be submitted to the charter company prior to the start of the voyage.

14. The policy holder must be in possession of the requisite official license for sailing the yacht.

15. The scope of application is worldwide.

16. The insurance cover starts with the date specified in the remittance documentation.

17. Damage/losses are to be reported immediately.

18. The complete AUB 88 updated 2008 can be found on the internet under www.schomacker.de. We can also post it to you if you wish.

Dialog

Dialog Versicherung AG

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

Extract from the General Terms and Conditions for Accident Insurance (AUB 88 Updated 2008)

§1 The insured event
§2 Exclusions
§3 Non-insurable persons
§3a Pre-contractual duties of disclosure of the policy holder or its representative until conclusion of the agreement
§4 Inception and end of the insurance cover / Contractual rights to influence (alter/terminate) the insurance agreement by unilateral declaration
§5 Premiums, time of payment and default
§6 Change of profession or occupation, military service
§7 Types of compensation
§8 Limitation on payment of compensation
§9 Obligations following occurrence of an accident
§10 Consequences of infringement of obligations
§11 Time of payment of compensation
§12 Legal relationship of contractual parties
§13 Notices and declarations of intention
§14 Time bar
§15 Courts

§1 The insured event

I. The insurer provides insurance cover in respect of accidents, which the insured person suffers during the period of the agreement. The types of compensation payment that may be insured are defined under § 7; it can be read from the application and the insurance certificate what types of compensation have been contractually agreed.

II. The insurance cover extends to accidents anywhere in the world.

III. An accident occurs when the insured person involuntarily suffers personal injury due to the impact of a sudden event (accident) to his/her physical person.

IV. An accident is also deemed to have occurred when, through heightened exertion on the limbs or spinal column
1. a joint is dislocated or
2. muscles, sinews, ligaments or capsules are wrenched or torn.

§2 Exclusions

Insurance cover does not extend to:

I. 1. Accidents caused by psychosis or impaired consciousness, including where these states relate to intoxication, or where caused by strokes, epileptic seizures or other convulsions, that affect the whole body of the insured person. Insurance cover does however exist where these disorders or seizures are caused by an accident covered by this agreement.

2. Accidents suffered by the insured person in the deliberate performance or causing of a criminal act.

3. Accidents caused directly or indirectly by war or civil war events. Insurance cover does however exist if the insured person is travelling abroad and is unexpectedly impacted by the war or civil war events. The insurance cover expires fourteen days after the start of a war or civil war within the territory of the State in which the insured person is located. This expansion of cover does not apply to travel in or through States in which war or civil war is already ongoing. Nor does it apply for the active participation in wars or civil wars, nor for accidents caused by ABC weapons and in connection with war or warlike situation between the States of China, Germany, France, United Kingdom, Japan, Russia or the USA. The insurer will not rely on this exclusion in the event of terrorist attacks carried out outside.
Accidents caused by civil commotion, if the insured person participated on behalf of the agitators.

4. Accidents suffered by the insured person
a) as the pilot in command (including sports pilot), insofar this requires a permit under German law, as well as another member of a crew in an aircraft;
b) in relation to a profession performed with the assistance of an aircraft;
c) the operation of spacecraft.

5. Accidents suffered by the insured person in which he/she as the driver, co-driver or occupant of a vehicle participates in driving events, including the practice drives associated with these events, in which the object is to drive at high speeds..

6. Accidents that are caused directly or indirectly by nuclear energy.

II. 1. Damage to health caused by radiation.

2. Damage to health caused by medical treatments or surgery performed or undertaken by the insured person himself/herself as well as such treatments or surgery which the insured person has had arranged to be performed or undertaken regarding his/her own physical person. Insurance cover does however exist, if the surgery or medical treatments, including radiodiagnostic and radiotherapeutic procedures, are necessitated by the occurrence of an accident covered by this agreement.

3. Infections
Insurance cover does however exist if the pathogen is admitted to the body by reason of an accident covered by this agreement. The following are not regarded as accident injuries in this respect: skin or mucous membrane injuries which are insignificant in themselves and which allow the pathogen to be immediately or subsequently admitted to the body; this limitation does not apply to rabies and tetanus. With regard to infections caused by medical treatments, No. 2, sentence 2 applies accordingly.

4. Poisoning as the result of taking solid or fluid matter through the pharynx.

III. 1. Abdominal and lower abdominal hernias
Insurance cover does however exist if these are caused by a forcible external impact covered by this agreement.

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IMPORTANT

The complete General Terms and Conditions for Accident Insurance (AUB 2008) can be viewed at **www.schomacker.de.** Please contact us for a printed copy.

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Skipper´s Accident Insurance Compulsory Information

SKIPPER´S ACCIDENT INSURANCE

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

1. Identity of the Insurer

Name: Dialog Versicherung AG
Address: Adenauerring 7, D-81737 München
Legal form: Aktiengesellschaft, München
Registered at: Registergericht Amtsgericht München
HRB 234855, Insurance tax number: 802/V20000026212

2. Legal address of the insurer

Dialog Versicherung AG, Adenauerring 7, D-81737 München
Chairman of the Supervisory Board: Stefan Lehmann
Executive Board: Dr. David Stachon (Vorsitzender), Dr. Rainer Sommer, Roland Stoffels

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

The main business activity of the Dialog Versicherung AG is the sale and conclusion of property and accident insurances. Competent supervisory authority: Bundesanstalt für Finanzdienstleistungsaufsicht
(BaFin) Graurheindorfer Str. 108, D-53117 Bonn.

4. Details of maintaining a guarantee fund or similar

Insurance compananies for accident insurances are not required to maintain a guaranteen fund or similar.

5. Key characteristics of the insurance benefit

a) **General policy conditions applicable to the contractual arrangement including tariff regulations and information on the legislation applicable to the policy.**
If applied for correspondingly, the policy conditions and clauses detailed on the individual policies apply. The contractual agreement is governed by the law of the Federal Republic of Germany.

b) **Details on the type and scope, due date and performance by the insurer**
Type and scope of the contractual performance:
You can source information on the type and scope of the respective policy from the product and service description and conditions and premium tables enclosed.
Due date for the service: You avail of the agreed performance following occurence of an insured event and determination of our obligation to perform.
Performance of the agreement: In case of an insured event, we pay up to the agreed sum or maximum indemnity. Further details on the type, scope, due date, and contractual performance are regulated in the applicable terms and conditions of insurance.

6. Total price of the insurance

The premium for the insurance offered is stated in the premium tables. All premiums listed are stated
including insurance tax.

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

Where the agreement is executed fully in compliance with its provisions no other costs will be payable. In case of paying renewal premiums late there might be fees.

8. Details on payment and performance, particularly the method of paying premiums

The premiums set out are due in advance for the stated period. The premium due is deemed settled once you have instructed a bank transfer (including bank fees which have to be paid by you) to be made from your account and the account in question has adequate funds. 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. Please make sure to add the banking fees which are payable by the policy holder.

9. Validity of the information provided

We shall be bound by the information provided to you until such time as we may revoke it.

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

Not relevant, as these risks factors only concern the indemnity and accident insurance.

11. Details on the formation of the agreement

The insurance agreement will be concluded upon transfer of the insurance premium.

12. Right of withdrawal

The customer may revoke his/her contractual statement/payment on respect of the Skipper's accident insurance in writing within two weeks without stating any reasons, providing the trip has not yet commenced (inception date of the insurance). The term for executing the right of withdrawal commences upon receipt of the payment in the account of Hamburger Yacht-Versicherung. The timely dispatch of the revocation is sufficient in order to comply with the relevant time limit. The revocation should be directed to: Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Katharinenhof/Zippelhaus 2, D-20457 Hamburg, Tel. +49(0)40 - 36 98 49 - 49, Fax +49(0)40 - 36 98 49 - 11, charter@schomacker.de

13. Duration of the insurance agreement

The duration of the agreement is set out in the form. Insurance cover starts earliest with receiving the premium on our account. If you have chosen annual coverage with automatic extension, you will receive the invoice for the following year in time for the due date. Otherweise the contract will end at the due date set in the policy. Please note: the insurance cover duration depends on the chosen coverage either for a maximum of 4 weeks after begin of coverage (sailing trip journey) or for the annual coverage either with automatic renewal or without.

14. Termination of the policy, cancellation conditions

We list the relevant requirements for this below. The contract ends according to the conditions of the Allgemeine Unfallversicherungsbedingungen (AUB2008). Termination by due date:The contract for sailing trip coverage ends automatically with the end of the trip, at the latest four weeks after the commencement of the trip. If you have not chosen an automatic extension for the annual coverage, the contract ends automatically with out further notice or cancellation. If you have chosen the automatic renewal for the annual coverage the contract will be renewed from year to year (renewal clause). These contracts may be cancelled by the due date. The cancellation has to be send to the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler Gmbh three months prior to the termination date. The contract can be cancelled prematurely particularly in the case of

- on insurance event (by both parties) and in the case of
- a breach of warranty (by the insurer).

Cancellation due to lapse of risk is not possible, only with the effect of the expiry of the agreed policy term.

15. On what law does the insurer base the entering into relationships with policy holders prior to finalising an insurance policy?

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

16. Applicable law

The insurance agreement is governed by the law of the Federal Republic of Germany.

17. Language

All communication and correspondence must take place in German.

18. Extra-judicial complaint and legal redress procedure

If you want to make a complaint, you can contact the competent supervisory authority (see No. 3.). The company is also a member of the Versicherungs-Ombudsmann e.V., Postfach 080632, D-10006 Berlin,
Tel: 0800/36 96 00 0*, Fax: 0800/36 99 00 0* *(only possible in Germany), E-Mail: beschwerde@versicherungsombudsmann.
de (the insurance ombudsman association).
This means that you may avail in the timeline of eight weeks after receiving a desicion you do not agree with of the special service of consulting the independent neutral ombudsman. The procedure is free of charge for you.

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 according to Article 14, 1 ODR-VO at www.ec.europa.eu/consumers/odr/

19. Complaints to the supervisory authority

The insurance supervisory authority checks in particular whether a company complies with the rules applicable to the operation of the insurance business within egal and regulatory regulation. The specific cases can not be handled here, this is the area jurisdiction of the civil courts. Bundesanstalt für Finanzdienstleistungsaufsicht, Bereich Versicherungsaufsicht, Graurheindorfer Straße 108, D-53117 Bonn

20. Special agreements

Additional agreements are only binding where these have been confirmed by the insurer in the insurance policy or a policy amendment.

Dialog

Dialog Versicherung AG

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Skipper‘s Passenger Accident Insurance

Under this agreement insurance cover amongst other events extends to following:

- Accidents when using the **dinghy**.
- **Transport** home following death.
- The **medically necessary transport** home.
- **Injuries that typically occur when diving**, such as decompression sickness (DCI) or injury to the ear drums, as well as death by drowning or suffocation under water, also where no risk of accident has occurred.
- Also insured under this agreement are accidents occurring when the insured person is unexpectedly affected by **war or civil war events** when travelling abroad.
- Rescue costs also in the event of a **heart attack and/or stroke**. Insured are: **search missions for injured accident victims**, even if an accident is only suspected, as well as distress **at sea or serious damage to the vessel**.
- **Please note**: Participation in regattas and motor boat races is only insurable against an extra payment.

The Skipper’s Passenger Accident Insurance covers accidents involving either the skipper or the skipper and the crew (as per the crew list).

In the event of injury, the insured amount will be divided amongst the registered persons involved.

If only the skipper is deemed to be insured, he/she is entitled to the full insured amount. This Passenger Accident Insurance is concluded in accordance with the 2008 version of the General Terms and Conditions of Accident Insurance (see www.schomacker.de), and our Special Terms and Conditions for Skipper’s Passenger Accident Insurance.

IMPORTANT

Due to technical insurance reasons we offer this products only for residents of EU member states and Norway.

Important information regarding payment of premiums

Table of Premiums (including fees and 19% Insurance Tax)
Insurance cover commences on the requested inception date, at the earliest, however, upon receipt of the premium into the bank account of Hamburger Yacht-Versicherung. With respect to cover for a sailing trip insurance cover expires with the end of the sailing trip, at the latest however, after four weeks. In the case of the annual cover, the insurance cover automatically expires after one year. If you request an automatic extension, please put a cross in the box marked Y/N on the transfer slip (if the box is left empty, then no extension is deemed to have been agreed). When making a claim, this offering, together with the proof of payment of the premium serve as proof of insurance. You may also pay online at **www.schomacker.de**.

GET INSURED THIS EASILY: Please use the transfer slip to the right to pay or transfer the insurance premium. **If you make an online transfer, please enter the exact information in the transfer slip to the right, so that we can identify and process your premium payment.** If there is insufficient space please fax, post or mail us the necessary details in accordance with the transfer slip.

For international (non SEPA-) transfers: Please make sure to add possible bank fees to the premium. These fees have to be paid by the policy holder.

Premium for Crew + Skipper cover			
Sailing trip cover (max. 4 weeks)	**Product Number**	**Annual Cover** (365 days)	**Product Number**
EUR 22,- (EUR 3,51)	CT 1	**EUR 49,-** (EUR 7,82)	CA 1
EUR 40,- (EUR 6,39)	CT 2	**EUR 94,-** (EUR 15,01)	CA 2
EUR 58,- (EUR 9,26)	CT 3	**EUR 141,-** (EUR 22,51)	CA 3
EUR 76,- (EUR 12,13)	CT 4	**EUR 183,-** (EUR 29,22)	CA 4

Premium for Skipper cover alone			
Sailing trip cover (max. 4 weeks)	**Product Number**	**Annual Cover** (365 days)	**Product Number**
EUR 21,- (EUR 3,35)	ST 1	**EUR 48,-** (EUR 7,66)	SA 1
EUR 39,- (EUR 6,23)	ST 2	**EUR 93,-** (EUR 14,85)	SA 2
EUR 57,- (EUR 9,10)	ST 3	**EUR 140,-** (EUR 22,35)	SA 3
EUR 75,- (EUR 11,97)	ST 4	**EUR 182,-** (EUR 29,06)	SA 4

Insured amounts		
Death	**Disability**	**Rescue Costs**
EUR 75.000,-	EUR 150.000,-	EUR 50.000,-
EUR 150.000,-	EUR 300.000,-	EUR 50.000,-
EUR 225.000,-	EUR 450.000,-	EUR 50.000,-
EUR 300.000,-	EUR 600.000,-	EUR 50.000,-

The sums in brackets show the German insurance tax (19%) that is part of the total premium.

For international (non SEPA-) transfers: Please make sure to add possible bank fees to the premium. These fees have to be paid by the policy holder.

MPORTANT: PLEASE USE ONLY FOR SKIPPER'S PASSENGER ACCIDENT INSURANCE

EU standard bank transfer slip

Please use this transfer slip for transferring the amount from your account or to transfer in cash at your bank. Please do not damage, bend, stain or stamp this slip.

Name and place of remitting bank

BIC

Recipient: Name, Company (27 signs max.)

HAMBURGER YACHT-VERSICHERU.

IBAN

DE07200505501042216018

BIC of bank

HASPDEHHXXX

EUR

Amount: Euro, Cent

Agentur- ID

A1204

Product-No.

Begin (DDMMYY)

Postal Code, place of residence (Skipper)

Y/N

Complete address (Skipper)

Name (Skipper)

Account Holder, Payer: Surname, first name, place of residence

IBAN of account holder

16

Date, signature:

240
210
180
150

WHAT TO DO IN CASE OF DAMAGE?

PLEASE NOTE THE FOLLOWING WHEN MAKING A CLAIM

Upon occurrence of a damage/loss event please inform us immediately by telephone, fax or email. In any event, you are obliged to keep the loss or damage to the minimum level possible, we therefore recommend that you behave as if you were not insured.

In order for us to assist quickly and to carry out the settlement without any complications, we request that you provide us with the documents listed on the following page as soon as possible following the incident for which you are making a claim.

IN CASE OF A CLAIM PLEASE CONTACT US AT:

+49 (0) 40 - 36 98 49 - 49

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In case of a claim: These documents are needed

REGARDING SKIPPER'S LIABILITY INSURANCE:

Please send us a written description of the damage/loss event as quickly as possible with the signatures of all persons involved who witnessed the incident. In addition, please request our claim form. Please also send us some proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

Please do not acknowledge any claims made by third parties, instead, always demand a justified explanation from any claimants.

TRAVEL CANCELLATION INSURANCE:

1. Copy of the charter contract including terms and conditions as well as crew list.
2. A signed order for payment in case the compensation is not to be paid to the policy holder (a form is available from us).
3. Medical report (please use the questionnaire which we will provide to you if you make a claim).
4. A cancellation invoice from the charter company, if appropriate.
5. Written confirmation from the skipper/ policy holder that no replacement was found for the person prevented from going on the trip or a written confirmation from the charter company that subsequent chartering out of the yacht could not be achieved.
6. Receipt for the paid charter fee.
7. Receipt for the paid charter portion, if appropriate.
8. Account number and bank details.

REGARDING THE INSOLVENCY CLAUSE

1. Copy of the charter contract.
2. Proof of insolvency or bankruptcy.
3. Written confirmation from the charter company that no appropriate vessel could be provided.
4. Account number and bank details.
5. Receipt for the paid charter fee.

REGARDING GUARANTEE INSURANCE FOR CHARTER DEPOSITS

1. Damage has to be reported to us by mail, fax or post at the latest one month after ending the charter trip.
2. Original copy of the guarantee certificate.
3. Copies of the charter contract incl. charter terms and conditions as well as crew list.
4. Receipt for the deposit lodged (original receipt).
5. Copy of the prescribed boating licence for the navigated area.
6. Settlement note made out by the charter company regarding the retained amount, from which it must be clear why the deposit was retained. Please check the amount and sign off the correct account.
7. Detailed description of the loss/damage event with photos.
8. In case of theft/theft of dinghy a copy of the police protocol.
9. Account number and bank details.

REGARDING SKIPPER'S PASSENGER ACCIDENT INSURANCE

1. Notification of loss (form available at Hamburger Yacht-Versicherung).

General Information/Right of Withdrawal

The insurer for the Extended Skipper's Liability Insurance, the Travel Cancellation Insurance, and the Insolvency Insurance is Dialog Versicherung AG. The insurer for the Guarantee Insurance for Charter Deposits is R+V Versicherung. The insurer for the Skipper's Passenger Accident Insurance is the Dialag Versicherung AG.

As regards the Skipper Liability Insurance, the Travel Cancellation Insurance, the Insolvency Insurance, and the Skipper's Passenger Accident Insurance, Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH signs per pro.

A separate insurance certificate will not be issued for the Skipper's Liability insurance, the Travel Cancellation Insurance, the Insolvency Insurance, and the Skipper's Passenger Accident Insurance.
You will find the relevant Special Terms and Conditions of Insurance in this brochure. We are happy to provide you with the General Terms and Conditions of Liability Insurance ("AHB") and the General Terms and Conditions of Accident Insurance ("AUB 88" 2008 version) upon request, and/or you can find these at www.schomacker.de. Insofar as is permitted by law, this agreement is governed by German law.

All premiums include tax. The maximum duration of the agreement is stated with each offer and commences on the date indicated, at the earliest however upon receipt of payment. The premium depends on the offer(s) selected. The premium is due immediately upon conclusion of the insurance agreement. The address of the regulatory authority which you may contact in the case of complaints is: Bundesanstalt für Finanzdienstleistungsaufsicht, Bereich Versicherungen, Graurheindorfer Straße 108, D-53117 Bonn.

RIGHT OF WITHDRAWAL

The customer may revoke his/her contractual statement (payment) in respect of the Skipper's Liability Insurance, the Guarantee Insurance for Charter Deposits, and the Skipper's Passenger Accident Insurance in writing within 2 weeks without stating any reasons, provided that the trip has not yet commenced (inception date of the insurance). This does not apply to the Travel Cancellation Insurance and the Insolvency Insurance, as here insurance cover is immediate.

The term for executing the right of withdrawal commences upon receipt of the payment in the account of Hamburger Yacht-Versicherung. The timely dispatch of the revocation is sufficient in order to comply with the relevant time limit.

The revocation should be directed to:
Hamburger Yacht-Versicherung
Schomacker Versicherungsmakler GmbH
Katharinenhof/Zippelhaus 2
D-20457 Hamburg

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

Exclusive Brokerage Agreement and Data Protection Clause

CONTRACTING PARTIES AND OBJECT OF CONTRACT

The customer exclusively contracts the broker Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Zippelhaus 2, D-20457 Hamburg to advise, broker and service only 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 you with on request.

MARKET STUDY

The customer is aware that the brokered insurance policies involve special concepts for insurance cover and general agreements. These insurance concepts were developed exclusively for the charter market. They are optimized to meet the needs of charter crews.

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.

DATA PROTECTION CLAUSE

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, Insurance intermediary, tipster). 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, 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.

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Preinformation in accordance with § 15 VersVermV

Our company, Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, has since 1997 as the legal successor to the company Hamburger Yacht-Versicherungs-Vermittlung Erich Schomacker Versicherungsmakler, specialised in the brokering and administration of insurance policies in the private customer and medium sized commercial sector. Staffed by highly qualified employees our company services customers in Germany and the European Economic Area. Our main area of activity concerns yacht and charter insurance and special cover concepts in the water sports sector.

As your insurance broker, we are happy to advise you in all insurance matters on the basis of an all-encompassing brokerage contract. The remuneration - called brokerage - for our advisory, brokerage and support activities is normally borne by the insurance company. The courtage is part of the insurance premium. Deviating from this must be expressly agreed on between us and the client. In rare cases and up to a small extent, special reimbursements for insurers may occur in the event of a very good claims experience. A conflict of interest does not occur as a result.

We are a member of the Bundesverband Deutscher Versicherungsmakler e.V., BDVM (German Insurance Brokers' Association). The required quality standards of the BDVM are significantly higher than the admission requirements for insurance brokers pursuant to the Gewerbeordnung (German Trade, Commerce and Industry Regulation Act) and the Versicherungsvermittlungsordnung (German Insurance Brokerage Ordinance).

It is our statutory obligation to provide you with the following information: Hamburger Yacht-Versicherung
Schomacker Versicherungsmakler GmbH
Katharinenhof/Zippelhaus 2, D-20457 Hamburg
Managing directors: Andreas Medicus, Volker Reichelt,
AG Hamburg, HRB 65561,
Tel. +49 (0) 40 - 36 98 49 - 49, Fax +49 (0) 40 - 36 98 49 - 11,
info@schomacker.de

Registration in the Broker's Register under Registration No. D-H0SF-QZKOO-04 has taken place in accordance with § 34 d Sec.. 1 GewO unter (German Industrial Code). The authorising agency is the IHK Hamburg, (Hamburg Chamber of Industry and Commerce) Adolphsplatz 1, D-20457 Hamburg, Tel. +49 (0) 40 - 36 13 81 - 38, Fax +49 (0) 40 - 36 13 84 - 01, E-Mail: service@hk24.de.
This entry can be verfied in the Broker's Register by contacting: Deutscher Industrie- und Handelskammertag (DIHK) e.V. - German Chambers of Industry and Commerce), Breite Straße 29, D-10178 Berlin, Tel. 0180 - 600 58 50 (land line call 0,20 € / call; mobile phone max. 0,60 € / call), www.vermittlerregister.info.

Our company does not have direct or indirect holding in the voting rights or equity in an insurance undertaking. And vice versa, no insurance company or patent insurance company has a direct or indirect holding of voting rights or equity of our company.

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:

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

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 operated by the Federal Ministry of Justice and juris GmbH.

Please do not hesitate to refer to us for any questions.

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