

# Cancellation of Travel Costs Insurance incl. Travel Curtailment Insurance

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Optional: Insolvency Clause and/or Additional Corona-Quarantine-Protection

## **NOT EVERY TRIP CAN ALSO BE MADE.**

If the skipper is prevented from going on board due to an insured event, the total costs of the charter trip will be compensated, reduced by the deductible. If a crew member is unable to board the boat, his part of the charter fee is also covered, reduced by the deductible.

Curtailment of travel is also insured. The unused portion of the charter fee (reduced by the deductible) is covered by this insurance. Costs of travel to the charter destination as well as the return travel costs can also be insured.

Please pay attention to the closing deadlines according to page 17.

*For detailed information and premiums  
please refer to the following pages.*



# General Terms and Conditions for Cancellation of Travel Costs Insurance (ABRV)

## 1 Scope of Insurance

- 1.1 The insurer pays compensation:
- 1.1.1 for any travel cancellation costs contractually due to the travel operator or a third party by the insured person in the event of cancellation of travel.
- 1.1.2 in the event of travel curtailment for any proven additionally incurred return travel expenses and any other extra costs incurred as a direct consequence hereof, provided that the cost of travel to the travel destination and return travel expenses are covered by the insurance agreement; this also applies in the case of subsequent return travel. In the reimbursement of these expenses, with respect to the type and class of the means of transport as well as the accommodation and catering the quality as reflected by the booked travel is authoritative. If, contrary to the booked travel, the return trip must be made by plane, only the expenses for one seat in the lowest air travel category will be reimbursed.
- Medical expenses, expenses for an accompanying person, as well as expenses for the transport of a deceased insured person are not covered.
- 1.2 The insurer is obliged to pay compensation within the scope of paragraph 1, if, as a result of one of the following causes, either the insured person's inability to travel can be expected in accordance with general life experience, or if he/she cannot reasonably be expected to start off on a journey or complete it in accordance with the plans that have been made:
- 1.2.1 death;
- 1.2.2 serious injury caused by an accident;
- 1.2.3 unexpected serious illness;
- 1.2.4 intolerance to vaccination;
- 1.2.5 pregnancy;
- 1.2.6 damage to property of the insured person as a result of fire, acts of god or culpable commission of a crime by a third party, provided that the damage is significant or provided that the presence of the insured person is required for the ascertainment of the damage;
- 1.2.7 loss of employment by the insured person or a co-insured accompanying person by reason of an unexpected termination of employment by the employer for operational reasons;

- 1.2.8 acceptance of an employment relationship by the insured person or a co-insured accompanying person provided that this person was unemployed at the time the travel was booked;
- 1.2.9 if the travel was booked for 2 persons together, the second person, provided that this person is also insured;
- 1.3 Apart from the policy holder, insurance cover also extends to the following persons: the policy holder's spouse or his/her partner, provided the former and the latter live together in the same household, their children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law as well as persons who have booked a travel and taken out insurance for it together with the policy holder.

## 2 Exclusions

- 2.1 The insurance cover does not cover the following risks:
- 2.1.1 war, civil war or warlike events and circumstances which, irrespective of a state of war, result in the hostile use of war instruments as well as the presence of such instruments as a consequence of one of these risks;
- 2.1.2 strikes, lock-outs, unrest in connection with industrial action, terrorist acts or politically motivated acts of violence, irrespective of the number of persons involved, riots and civil commotion;
- 2.1.3 confiscation, forfeiture and other interventions by public authorities
- 2.1.4 the use of chemical, biological, bio-chemical substances or electromagnetic waves as weapons capable of causing public danger irrespective of any contributing factors;
- 2.1.5 nuclear energy and any other ionising radiation;
- 2.2 The insurer is released from its obligation to pay compensation if the policy holder/ insured person has intentionally caused the occurrence of the insured event. In the case of gross negligence, the insurer is entitled to reduce its payment in accordance with the degree of culpability on the part of the policy holder/ insured person.
- 2.3 The insurer is discharged from his obligation to provide insurance cover if this insurance is concluded later than the following: Booking up to 4 weeks before travel start immediate conclusion required (at the latest up to 1 day after booking) / Booking up to 8 weeks before travel date conclusion of travel cost insurance

(RRKV) 14 days after travel booking / Booking up to 12 weeks before departure conclusion of RRKV up to 28 days after booking / Booking up to 16 weeks before departure Completion of RRKV up to 42 days after travel booking /Booking up to 24 weeks before departure Conclusion of RRKV up to 70 days after travel booking / Booking more than 24 weeks in advance, conclusion up to 84 days after travel booking. The additional corona quarantine protection takes effect from 14 calendar days after conclusion of the insurance.

## 3 Insured Value, insured sum, deductible

- 3.1 The insured sum must fully cover the full travel fee as documented by the booking (insured value). Expenses for services not included therein (e.g. for an additional itinerary, flight expenses and transfer costs) are also insured if they have been taken into account in determining the agreed insured sum. The insurer is liable to pay compensation up to the insured sum minus deductible; if the proven additional costs of return travel exceed the insured value, the insurer shall also recompense the amount over and above the insured value minus deductible.
- 3.2 If the occurrence of an insured event is the result of illness or personal injury caused by accident, the policy holder shall bear the deductible agreed per person respectively.
- 3.3 The policy holder shall bear a deductible with respect to every insured event. The deductible is set at EUR 25.00 per person.

If the occurrence of an insured event is the result of illness, the policy holder shall bear 20 per cent of the reimbursable costs himself/ herself, as a minimum, however, EUR 25.00 per person.

The deductible is not applicable where a full in-patient hospital treatment became necessary by reason of unexpected serious illness.

## 4 Policy holder's obligations following the occurrence of an insured event

4. The policy holder/ insured person is obliged:
- 4.1 to immediately notify the insurer of the occurrence of an insured

event and, at the same time, to cancel the travel arrangement or, in the case that the travel has already been commenced, to notify the travel operator of the curtailment of travel;

- 4.1.2 upon request to provide the insurer with all relevant information and, without being explicitly requested to do so, to furnish the insurer with all requisite documentation, in particular to submit medical certificates regarding illnesses, injuries caused by accidents, intolerance to vaccination and/or pregnancy within the meaning of paragraph 1.2 enclosing the booking documents;
- 4.1.3 to furnish proof of a psychiatric condition by means of a medical certificate issued by a medical specialist for psychiatry;
- 4.1.4 upon the insurer's request to release the physicians from their duty of confidentiality in regard to the insured event, as far as it is legally permissible to comply with this request;
- 4.1.5 in the event of death, to furnish a death certificate;
- 4.1.6 in the event of loss of employment, to make available the relevant termination notice, and, in the case of acceptance of an employment relationship, to furnish the insurer with the competent employment office's notification regarding the suspension of unemployment benefit payments as proof of the establishment of a new employment relationship.
- 4.2.1 Should the policy holder/ insured person deliberately breach one of the obligations which he/she is to fulfil vis-a-vis the insurer following the occurrence of an insured event, the insurer is released from its obligation of paying compensation;
- 4.2.2 In the event of a grossly negligent breach of the above-mentioned obligations, the insurer is entitled to reduce its compensation in accordance with the degree of culpability on the part of the policy holder/insured person. The insured person bears the burden of proof that there was no gross negligence involved;
- 4.2.3 Except in case of malice, the insurer remains obliged, however, to pay compensation insofar as the policy holder/ insured person can demonstrate that the breach had causal influence neither on the occurrence or the ascertainment of the insured event nor the determination or the extent of the insurer's obligation to pay compensation;
- 4.2.4 If the policy holder/insured person breaches one of the information obligations to which he/she is subject following the occurrence of

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an insured event, the insurer shall only then be wholly or partly released from its obligation to pay compensation where it has notified the policy holder/ insured person of this legal consequence by means of a written communication.

## 5 Payment of the compensation, Statute of limitation

- 5.1 Once the insurer's obligation to pay compensation has been established both with regard to its merits and amount, payment out of compensation must be effected within 2 weeks.
- 5.2 Claims under the insurance agreement become time-barred within three years. If a claim arising from this insurance agreement is notified to the insurer, the limitation period is suspended until that time when the claimant receives the decision of the insurer in written form.

## 6 Final provisions

**Insofar as not provided to the contrary in the Terms and Conditions of Insurance, statutory law shall be applicable.**

### Special Terms and Conditions for Holiday Homes and Chartered Yachts amending the General Terms and Conditions for Travel Cancellation Insurance (ABRV)

Provided that insurance is taken out upon conclusion of rental agreements regarding yachts, holiday homes or holiday apartments in hotels, paragraph 1 of the Terms and Conditions for Travel Cancellation Insurance (ABRV) shall be amended as follows:

The insurer pays compensation:

- a) for any travel cancellation costs contractually due to the lessor or a third party by the policy holder in the event that the yacht, holiday home, holiday house or holiday apartment in a hotel is not used for one of the reasons set out in paragraph 1.2 ABRV;
- b) for the unused portion of the rental costs, where a subsequent hiring out of the rented object could not be effected, in the event that a premature return/ abandonment of the yacht, holiday home, holiday house or holiday apartment in a hotel takes place for one of the reasons set out in paragraph 1.2 ABRV.

All other provisions of the ABRV apply correspondingly.

**ALTE LEIPZIGER**  
Versicherung AG

### Travel Cancellation insurance

Pursuant to the Regulation on Obligations to furnish information with respect to insurance policies (VVG-Info) obliges the insurer to provide you with the following information in the prescribed order.

#### 1. + 2. Identity and legal address of the insurer

ALTE LEIPZIGER Versicherung AG  
represented by the Executive Board Mr. Kai Waldmann and  
Mr. Sven Waldschmidt

Alte Leipziger Platz 1 • D-61440 Oberursel  
Chairman of the Supervisory Board: Christoph Bohn  
Executive Board: Kai Waldmann, Sven Waldschmidt  
Head Office Oberursel (Taunus)  
Legal Form: German joint stock company  
District Court: Bad Homburg v. d. H. HRB 1585  
Tax-No. 807/V90807004611 (VersStG)  
VAT-No. Nr. DE 811189884

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

The main business activity of the Alte Leipziger Versicherung AG is the sale and conclusion of property insurances.

Competent supervisory authority:  
Bundesanstalt für Finanzdienstleistungsaufsicht (BaFin)  
(German Federal Financial Services Supervisory Authority)  
Bereich Versicherungen (Insurance section)  
Graurheindorfer Straße 108 • D-53117 Bonn

#### 4. Details of maintaining a guarantee fund or simila

Insurance companies, the main business of which is the sale and conclusion of liability, accident, vehicle and property insurances, 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 for Travel Cancellation Insurance (ABRV) 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). Insurance cover within the scope of the policy is provided if the insured party cannot depart on the trip or the trip has to be cancelled due to the reasons stated under Sec. 2 ABRV (General Terms and Conditions for Travel Cancellation Insurance). Please refer to the conditions published in the brochure for further details.

#### 6. Total price of the insurance

The premium for the insurance offered is stated in the premium tables enclosed in the brochure. 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.

#### 8. Payment and settlement

The premiums set out are due in advance of 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

No financial instruments are employed in administering this Travel Cancellation 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

A right to withdraw from the travel cancellation insurance policy is not provided for since insurance cover is granted on transferring the premium. Please refer to the general notes on this topic on page 47.

#### 13. Duration of the insurance agreement

The duration of the agreement is set out in the form/ bank transfer form enclosed in the brochure.

If you have chosen the additional corona quarantine protection cover the insurance starts 14 days following the closing the insurance, and ends automatically with the end of the charter trip.

#### 14. Termination of the policy

The policy ends on the scheduled date at the end of the charter trip without any need for notice being given.

#### 15. Legal basis of 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 competent court is defined under Paragraphs 13, 17, 21 and 29 of the German Code of Civil Procedure (ZPO).

#### 17. Language

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

#### 18. Complaints and legal redress procedure

If you need to complain about our service or about an insurance decision please contact:

ALTE LEIPZIGER Versicherung AG,  
Servicebeauftragter des Vorstandes,  
Alte Leipziger-Platz 1  
D-61440 Oberursel,  
E-Mail: servicebeauftragter@alte-leipziger.de

The ALTE LEIPZIGER Versicherung AG is a member of the Verein Versicherungsombudsmann e.V. (the insurance ombudsman association). This means that you may avail of the special service of consulting the independent neutral ombudsman in case you do not agree with a particular decision. The procedure is free of charge for you.

#### VERSICHERUNGSOMBUDSMANN EV.

Postfach 08 06 32, D-10006 Berlin, [www.versicherungsombudsmann.de](http://www.versicherungsombudsmann.de)  
Ombudsmann Private Kranken- und Pflegeversicherung  
Postfach 06 02 12, D-10052 Berlin, [www.pkv-ombudsmann.de](http://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/)

#### 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 equal 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.

# The Travel Cancellation Insurance including Curtailment of Travel Insurance

## Optional: Insolvency Clause and/or Additional Corona-Quarantine-Protection

### ... PROVIDES COVER FOR INSURED EVENTS AS FOLLOWING:

1. If due to the occurrence of an insured event the skipper is prevented from going on the booked trip and if, as a consequence hereof, the charter is cancelled, the cancellation costs for skipper and crew will be recompensed within the scope of the agreement.
2. If due to the occurrence of an insured event a crew member is prevented from going on the booked trip, that portion of the charter fee attributable to the relevant crew member will be recompensed within the scope of the agreement.
3. Upon Request the complete cancellation of the charter trip is also possible if one crew member is not able to board the yacht. This option requires an extra premium fee.
4. In addition, if the charter trip must be terminated prematurely following the occurrence of an insured event, the Travel Cancellation Insurance covers the unused portion of the charter fee within the scope of the agreement.

*The premiums include insurance tax and fees. The premium rates are based on the charter fee. Insofar as the agreed travel fees, i.e. the premium transferred by you include the costs of travel to the travel destination as well as return travel costs, these are also covered. Upon request, the insolvency of the charter yacht operator can also be included – please find further information in the box to the right.*

### INSOLVENCY CLAUSE

Many charter companies conclude rental contracts which are not subject to compulsory insolvency insurance under German law because the charter company is not a tour operator. Therefore, the usual confirmation regarding insolvency insurance is not issued. This gap in insurance cover can be filled by arranging our Insolvency Insurance: **protect yourself against financial loss arising from the charter yacht operator's insolvency or bankruptcy.**

### IMPORTANT

The insurer is discharged from his obligation to provide insurance cover if this insurance is concluded later than the following: Booking up to 4 weeks before travel start immediate conclusion required (at the latest up to 1 day after booking) / Booking up to 8 weeks before travel date conclusion of travel cost insurance (RRKV) 14 days after travel booking / Booking up to 12 weeks before departure conclusion of RRKV up to 28 days after booking / Booking up to 16 weeks before departure Completion of RRKV up to 42 days after travel booking / Booking up to 24 weeks before departure Conclusion of RRKV up to 70 days after travel booking / Booking more than 24 weeks in advance, conclusion up to 84 days after travel booking. The additional corona quarantine protection takes effect from 14 calendar days after conclusion of the insurance. Due to technical insurance reasons we offer this products only for **residents of EU member states (except Cyprus, Malta and Slovakia).**

# Upon Request: Insolvency Clause optional

## in addition to the General Terms and Conditions of Travel Cancellation Insurance

**Many charter companies conclude rental contracts which are not subject to compulsory insolvency insurance under German law because the charter company is not a tour operator.**

Alte Leipziger Versicherung AG gives an undertaking to compensate the charter fee paid by the charterer in the event that the yacht, or an equivalent vessel, is not made available to the latter because a petition has been filed for the opening of court bankruptcy proceedings or such a petition has been rejected due to lack of assets on the part of the operator or the operator is insolvent.

The charterer must demonstrate that he/she has concluded a valid agreement for hire of the yacht and that he/she has made payment of the charter fee as due.

### **IMPORTANT INFORMATION:**

The charterer is not entitled to payment of compensation under this insurance where a yacht other than the one booked is provided to him.

The policy holder is required to inform the insurer of the agency's/broker's or the charter operator's insolvency immediately upon becoming aware of the fact.

The insurer's obligation to pay compensation for claims of the same cause is limited to a maximum of EUR 1,0 Mio. in respect of all rightful claimants. Where this maximum figure is exceeded the insurer will pay out compensation on a proportional basis.

With respect to every insured event the Charterer will himself pay 20 percent of the loss to be compensated.

All other insurances, such as compulsory insurance for tour operators, will take precedence over this insurance cover (subsidiary cover).

As with insurance of travel cancellation costs, the full cost of the travel must be insured.

### **IMPORTANT**

Please always make sure to cover the total sum of costs. Example: If 1000 Euro are insured, but the total charter costs amount to 1050 Euro, the insurance only pays pro rata.

**For more than 12 crew members please give us a call at +49 (0) 40-36 98 49 - 49**

### **INSOLVENCY**

Please ensure for the **Insolvency Clause** to send us the completed application form on page 27 via fax, post or E-mail. You can also close this insurance at [www.schomacker.de](http://www.schomacker.de)

### **INFO**

Due to technical insurance reasons we offer this products only for **residents of EU member states (except Bulgaria, Cyprus, Malta and Slovakia).**

# Upon Request: Additional Corona-Quarantine-Protection optional

## in addition to the General Terms and Conditions of Travel Cancellation Insurance

Our travel cancellation insurance (according to the General Conditions for Travel Cancellation Insurance, ABRV) covers the costs of cancelling a booked charter trip due to unexpected severe illness. Also in the event of a pandemic and a following infection, the insurance covers the costs. Interventions by high authorities and thus also the consequences of quarantine orders are excluded, however, and can only be covered with this supplementary insurance.

**By closing our travel cancellation insurance, you can now insure yourself and your crew with an additional premium against the consequences of a COVID-infection in connection with your booked trip and the applicable COVID-19 (SARS-CoV-2) quarantine measures.**

Insurance coverage exists only under the condition that the quarantine was ordered by official medical instruction, for example by the responsible health office or another authorized authority. Insurance cover also exists if you or a crew member are suspected of being infected or are infected with the coronavirus, and for this reason transportation is denied

by authorized third parties (e.g. airport staff) on the day of the return journey (end of journey).

### **TWO EXAMPLES IN WHICH OUR TRAVEL CANCELLATION INSURANCE INCL. ADDITIONAL COVID-QUARANTINE PROTECTION PROVIDES COVERAGE:**

Men's tour – In the Caribbean, a test must be made after 5 days. Two crew members are positive, the entire crew is put under quarantine. No one falls ill, there are no or only extremely mild symptoms. The boat must be delivered 2 days later, but the ordered quarantine applies to the entire crew for at least 5 days. The additional costs for accommodation in a suitable hotel and flight rebooking will be paid by the insurer in addition to the trip interruption costs within the scope of agreement.

A family with two children is looking forward to their summer trip aboard a chartered yacht. Before departure, a test is carried out, one child is tested COVID-positive. There are no symptoms, but the airline refuses to let the child board. The

child has to go into quarantine at home. The insurer pays the entire cancellation costs for the family under the scope of the agreement.

**Please note:** This additional insurance takes effect from 14 calendar days after conclusion of the insurance.

### **IMPORTANT**

**Flight, hotel or additional transfer costs, will only be reimbursed if they were also included in the sum insured.**

*You will find the relevant premiums and further information on how to arrange this insurance on the following pages.*



# Travel Cancellation Insurance – Travel Curtailment Insurance – Insolvency Clause

Optional: Insolvency Clause and/or Additional Corona-Quarantine-Protection

## PREMIUMS TRAVEL CANCELLATION-/CURTAILMENT OF TRAVEL INSURANCE FOR 1 – 8 PERSONS

Cost of travel/ charter for 1 – 8 persons up to	Premium (excl. Insolvency Clause)	Premium (incl. Insolvency Clause)	Premium (excl. Insolvency Clause/ incl. Corona-Clause)	Premium (incl. Insolvency Clause/ incl. Corona-Clause)
EUR 1.000,-	<b>EUR 41,-</b> (EUR 6,55)	<b>EUR 55,-</b> (EUR 8,78)	<b>EUR 56,-</b> (EUR 8,94)	<b>EUR 70,-</b> (EUR 11,18)
EUR 1.500,-	<b>EUR 59,-</b> (EUR 9,42)	<b>EUR 83,-</b> (EUR 13,25)	<b>EUR 81,50</b> (EUR 13,01)	<b>EUR 105,50</b> (EUR 16,84)
EUR 2.000,-	<b>EUR 78,-</b> (EUR 12,45)	<b>EUR 102,-</b> (EUR 16,29)	<b>EUR 108,-</b> (EUR 17,24)	<b>EUR 132,-</b> (EUR 21,08)
EUR 3.000,-	<b>EUR 115,-</b> (EUR 18,36)	<b>EUR 147,-</b> (EUR 23,47)	<b>EUR 160,-</b> (EUR 25,55)	<b>EUR 192,-</b> (EUR 30,66)
EUR 4.000,-	<b>EUR 151,-</b> (EUR 24,11)	<b>EUR 190,-</b> (EUR 30,34)	<b>EUR 211,-</b> (EUR 33,69)	<b>EUR 250,-</b> (EUR 39,92)
EUR 5.000,-	<b>EUR 186,-</b> (EUR 29,70)	<b>EUR 230,-</b> (EUR 36,72)	<b>EUR 261,-</b> (EUR 41,67)	<b>EUR 305,-</b> (EUR 48,70)
EUR 6.000,-	<b>EUR 219,-</b> (EUR 34,97)	<b>EUR 268,-</b> (EUR 42,79)	<b>EUR 309,-</b> (EUR 49,34)	<b>EUR 358,-</b> (EUR 57,16)
EUR 8.000,-	<b>EUR 286,-</b> (EUR 45,66)	<b>EUR 355,-</b> (EUR 56,68)	<b>EUR 406,-</b> (EUR 64,82)	<b>EUR 475,-</b> (EUR 75,84)
EUR 10.000,-	<b>EUR 351,-</b> (EUR 56,04)	<b>EUR 440,-</b> (EUR 70,25)	<b>EUR 501,-</b> (EUR 79,99)	<b>EUR 590,-</b> (EUR 94,20)
over EUR 10.000,-	<b>UPON REQUEST</b>	<b>UPON REQUEST</b>	<b>UPON REQUEST</b>	<b>UPON REQUEST</b>

## PREMIUMS TRAVEL CANCELLATION-/CURTAILMENT OF TRAVEL INSURANCE FOR 9 – 12 PERSONS

Cost of travel/charter for 9 – 12 persons up to	Premium (excl. Insolvency Clause)	Premium (incl. Insolvency Clause)	Premium (excl. Insolvency Clause/ incl. Corona-Clause)	Premium (incl. Insolvency Clause/ incl. Corona-Clause)
EUR 1.000,-	<b>EUR 81,-</b> (EUR 12,93)	<b>EUR 95,-</b> (EUR 15,17)	<b>EUR 101,-</b> (EUR 16,13)	<b>EUR 115,-</b> (EUR 18,36)
EUR 1.500,-	<b>EUR 101,-</b> (EUR 16,13)	<b>EUR 125,-</b> (EUR 19,96)	<b>EUR 131,-</b> (EUR 20,92)	<b>EUR 155,-</b> (EUR 24,75)
EUR 2.000,-	<b>EUR 131,-</b> (EUR 20,92)	<b>EUR 155,-</b> (EUR 24,75)	<b>EUR 171,-</b> (EUR 27,30)	<b>EUR 195,-</b> (EUR 31,13)
EUR 3.000,-	<b>EUR 161,-</b> (EUR 25,71)	<b>EUR 193,-</b> (EUR 30,82)	<b>EUR 221,-</b> (EUR 35,29)	<b>EUR 253,-</b> (EUR 40,39)
EUR 4.000,-	<b>EUR 211,-</b> (EUR 33,69)	<b>EUR 250,-</b> (EUR 39,92)	<b>EUR 291,-</b> (EUR 46,46)	<b>EUR 330,-</b> (EUR 52,69)
EUR 5.000,-	<b>EUR 261,-</b> (EUR 41,67)	<b>EUR 305,-</b> (EUR 48,70)	<b>EUR 361,-</b> (EUR 57,64)	<b>EUR 405,-</b> (EUR 64,66)
EUR 6.000,-	<b>EUR 311,-</b> (EUR 49,66)	<b>EUR 360,-</b> (EUR 57,48)	<b>EUR 431,-</b> (EUR 68,82)	<b>EUR 480,-</b> (EUR 76,64)
EUR 8.000,-	<b>EUR 411,-</b> (EUR 65,62)	<b>EUR 480,-</b> (EUR 76,64)	<b>EUR 571,-</b> (EUR 91,17)	<b>EUR 640,-</b> (EUR 102,18)
EUR 10.000,-	<b>EUR 511,-</b> (EUR 81,59)	<b>EUR 600,-</b> (EUR 95,80)	<b>EUR 711,-</b> (EUR 113,52)	<b>EUR 800,-</b> (EUR 127,73)
over EUR 10.000,-	<b>UPON REQUEST</b>	<b>UPON REQUEST</b>	<b>UPON REQUEST</b>	<b>UPON REQUEST</b>

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

# Important information regarding payment of premiums

## GET INSURED THIS EASILY:

Please pay the insurance premium for the costs of charter and travel (See the table on page 22/23) by using the payment slip to the right. Please make sure to fill in the name of the skipper as well as the years of birth of the crew members (e.g. year of birth 1974 = 74).

At the same time please deposit a list of the crew with the chartering company. The insurance cover commences on the requested date, at the earliest, however, upon the crediting of the premium to the bank account of Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH (please make sure any fees for transferring the money are covered in addition to the premium).

Cover ends automatically at the end of the trip booked without requiring any notice of termination.

When making a claim, this offer, in combination with the charter contract, the crew list, and the proof of payment for the premium (receipted payment slip or bank statement of the transfer), serve as proof of insurance.

For the Insolvency Insurance, please select the appropriate premium (see premium table on page 22/23). Make sure to tick the InsC box on the transfer slip. In addition, please ensure to send us the completed application form on page 27 by fax, post or mail.

**PLEASE PAY SPECIAL ATTENTION to the following information on completing the transfer slip and/or paying the insurance premium.**

## PAYMENT OF PREMIUMS:

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.

You can transfer or pay the premium in cash at banks, savings banks and post offices by using this transfer slip.

If you fill in the details by hand, please use **BLOCK CAPITALS!**

## TIPS FOR FILLING IN:

**Amount:** Please enter the requested premium from the table on page 22/23.

**Commencement:** day of start of charter.

**Skipper:** Please ensure that you indicate the full surname, and, insofar as possible, the first name of the person in charge of the ship.

**InsC:** (Insolvency Clause) Please tick this box if you wish to include the Insolvency Insurance and fax/send/mail the application form!

**Q.:** (Additional Corona-Quarantine-Protection) If you wish the Additional Corona-Quarantine-Protection please tick this box.

**No. Pers. (Number of persons):** Please ensure that you indicate the number of persons here.

**Birth Years of crew:** Important for attributing the insured persons when making a claim, please enter as follows: (end digits e.g. 1981: 81). Please do not enter the birth year of the skipper. For more than 12 persons, please inquire separately by mail, fax or telephone.

**Account holder, payer:** Please indicate full name and place of residence.

If you make a transfer, please sign the bank transfer form and enter your account number. You may also pay online at **www.schomacker.de.**

**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.

## IMPORTANT

Please ensure for the **Insolvency Clause** to send us the completed application form on page 27 via fax, post or E-mail. You may also close and pay this insurance online at **www.schomacker.de.**



IMPORTANT: Please use only for travel cancellation, curtailment of travel cancellation and insolvency clause.

# 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.)

H A M B U R G E R      Y A C H T - V E R S I C H E R U .

IBAN

D E 2 9 2 0 0 5 0 5 5 0 1 0 4 2 2 1 6 7 8 6

BIC of banks

H A S P D E H H X X X

EUR

Amount: Euro, Cent

Agentur- ID

A 1 2 0 4

Commencement (DDMMYY)

Skipper

InsC.

Q.

No. Pers.

Birth Years of Crew (z. B. 1967 = 67)

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

IBAN of account holder

16

Date, signature:

# WHAT TO DO IN CASE OF DAMAGE?

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## 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**

## 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 Condi-

tions of Accident Insurance ("AUB 88" 2008 version) upon request, and/or you can find these at [www.schomacker.de](http://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:

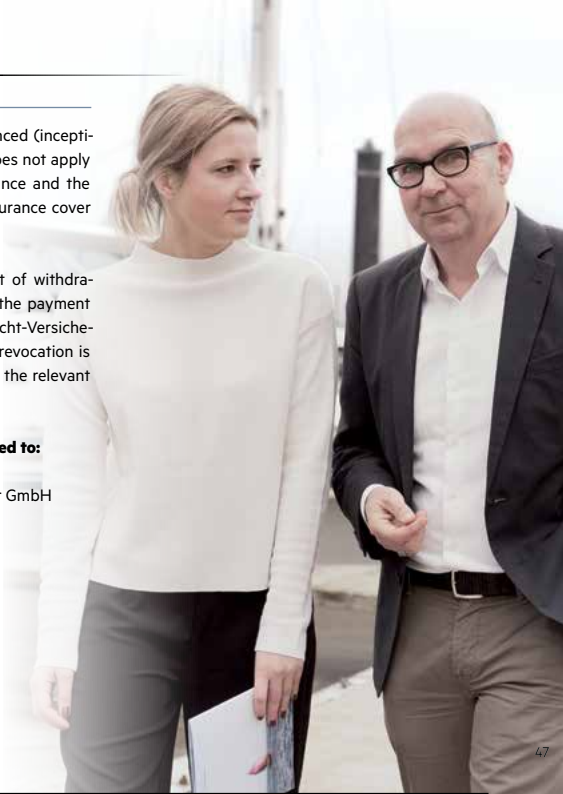
Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2  
D-20457 Hamburg

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

Fax +49(0)40 - 36 98 49 - 11

[www.schomacker.de](http://www.schomacker.de)

[charter@schomacker.de](mailto: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 Andre-as 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.

## 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-HOSF-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 - 361381-38, Fax +49 (0) 40 - 36 13 84 - 01, E-Mail: service@hk24.de. This entry can be verified 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](mailto: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](http://www.versicherungsombudsmann.de)

Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 12, D-10052 Berlin, [www.pkv-ombudsmann.de](http://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.

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

## PUBLISHER

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](mailto:charter@schomacker.de)  
[www.schomacker.de](http://www.schomacker.de)