



HAMBURGER YACHTVERSICHERUNG SCHOMACKER

SPECIAL CONDITIONS FOR JET-SKIS 2008

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1. General terms

The provisions of these Special Conditions are decisive for the insurance cover. Unless otherwise agreed, the provisions of the underlying yacht hull conditions (YKB) shall apply directly.

2. Scope of insurance

In contrary to clause 2. of the yacht hull conditions (YKB), only the vessel, the mechanical equipment, and the permanently installed nautical equipment are insured.

3. Exclusions

Damages borne whilst participating in regattas and races are not covered by insurance.

4. Obligations during the Insurance Period

- › The risk of theft is insured in addition to item 4 of the yacht hull conditions (YKB) only under the following conditions:
- › The watercraft has to be protected against unauthorized use by an immobilizer.
- › When stored on a trailer, the watercraft must be securely connected to the trailer and the trailer itself has to be secured.

Outside the water, the vehicle is insured only in locked premises, in guarded parking lots, and in all-round fenced and inhabited properties.

During daylight hours (6:00 a.m. - 10:00 p.m.), insurance coverage is also provided on the beach if the vehicle is kept under constant supervision.

5. Legal consequences in the event of a breach of obligations

5.1 Cancellation Rights of the Insurer

If the policyholder breaches an obligation arising from this contract which he must fulfill before the damage occurs, the insurer may terminate the contract without notice within one month of becoming aware of the breach of obligation. The insurer has no right of termination if the policyholder proves that the breach of obligation was neither intentional nor due to gross negligence.



BESONDERE BEDINGUNGEN FÜR JET-SKI 2008

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5.2 Scope of insurance cover in the event of breach of obligations

In the event that an obligation under this contract is intentionally breached, the policyholder shall lose his insurance cover. In the event of a breach via gross negligence of an obligation, the insurer is entitled to reduce its benefit in proportion to the severity of the policyholder's fault. In the event of a breach of an obligation to provide information or clarification after the occurrence of an insured event, the complete or partial loss of insurance cover shall be subject to the condition that the insurer has informed the policyholder of this legal consequence by means of a separate notification in text form.

In case the policyholder proves that he did not violate his obligations due to gross negligence, the insurance coverage shall remain in force.

The insurance cover shall also remain in force if the policyholder proves that the breach of the obligation was neither the cause for the occurrence or the determination of the insured event nor for the determination or the scope of the benefits to be paid by the insurer. This does not apply if the policyholder fraudulently breached the obligation.

The above provisions shall apply irrespective of whether the insurer exercises a right of termination to which it is entitled under clause 5.1.

6. Sum insured

The sum insured shall correspond to the insured value. Notwithstanding section 7 of the YKB, the insured value shall be the replacement value of the vehicle of the price as new.

If the sum insured is considerably lower than the insured value (underinsurance), the insurer shall indemnify the damage only in proportion of the sum insured to the insured value.

7. Compensation

Deviating from clause 11 of YKB, in the event of total loss or constructive total loss, the insurer will indemnify the current value of the vehicle on the date of the loss, subtracting the deductible.

In the event of partial damage, the insurer will reimburse the cost of repair, unless there is a constructive total loss. In such cases, the current value will be reimbursed, subtracting the established residual value and the deductible.

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