



**HAMBURGER
YACHTVERSICHERUNG
SCHOMACKER**

INSURANCES FOR YOUR CHARTERTRIP

- Skipper's Liability
- Charter Deposit
- Travel Cancellation
- Skipper's Accident

Dear Skipper, dear crew!

We know from experience what charter crews are in for when worst comes to the worst, which is why our insurance policies are tailor-made especially for charter trips. Therefore, we have compiled detailed explanations, examples, premiums and advice on what to do in the event of a loss for your information.

Any taxes listed in this brochure refer to the German insurance tax. For EU Member States and Norway the taxes of the country of residence are valid. The total premiums listed in the tables in this brochures are valid for any country.

Have a great trip!



Your Crew of the Hamburger Yacht-Versicherung

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HOW TO CONTACT US:

HAMBURGER YACHT-VERSICHERUNG

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

Skipper's Liability Insurance

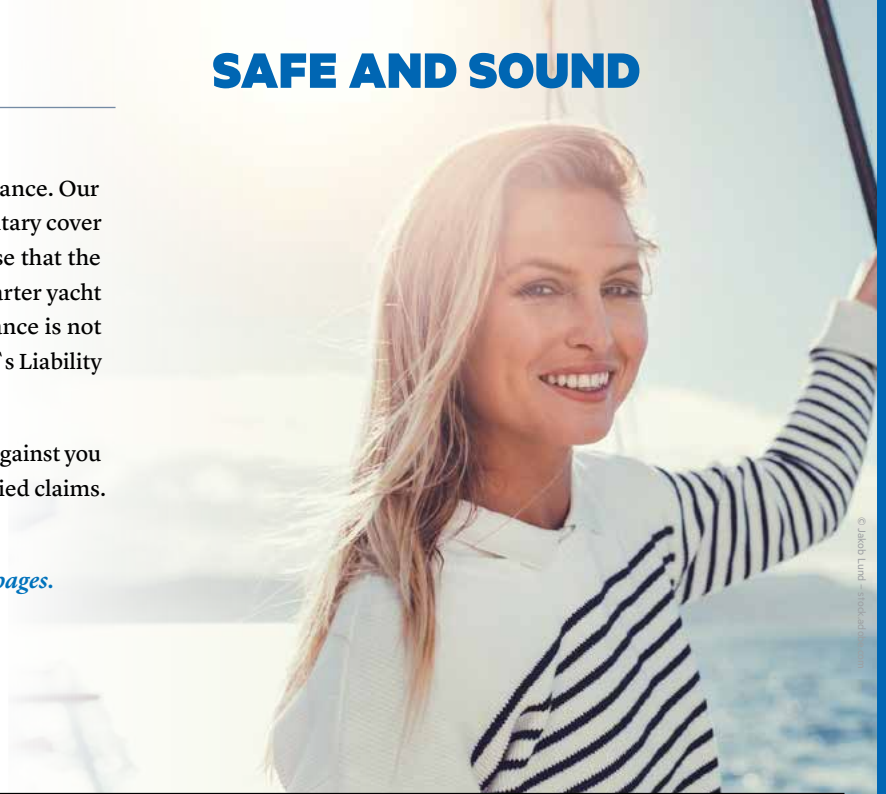
Charter vessels usually have liability and hull insurance. Our Skipper's liability insurance provides important supplementary cover for skipper and charter crew. It may sometimes be the case that the yacht liability insurance or hull insurance policy for the charter yacht does not pay out or the insured amount or scope of insurance is not adequate. These risks are covered by our Enhanced Skipper's Liability Insurance.

The Skipper's Liability Insurance also covers claims raised against you by the charter company or your crew and wards off unjustified claims. Just in case.

Details and premiums as well as conditions on the following pages.



SAFE AND SOUND



Take care of your crew and yourself with our Skipper's Liability Insurance

A few examples show the importance of a Skipper's Liability Insurance while chartering a yacht. You need to know that you are liable for settling a possible claim with your own financial assets. You should definitely avoid this risk!

1. When entering the boating harbour the skipper fails to notice an incoming yacht. A collision occurs and the incoming yacht is severely damaged. The charter yacht's cover sum under the liability insurance is not adequate to settle the damage sustained.

The gap in the cover is filled by your Skipper's Liability Insurance, which covers personal injury and damage to property up to EUR 10 million. If, as a result of a damage event of this kind, the yacht is impounded, any security deposit up to EUR 125,000.00 is likewise insured under the supplementary Skipper's Liability Insurance.

2. While on a cruise around Mallorca the yacht capsizes in a storm. One crew member is severely injured. The skipper is made culpable for supposedly failing to notice shallow water. The boat's liability insurance does not cover any claims of those onboard against the skipper. In this case, too, the Skipper's Liability Insurance will pay out. In the case of damage to property a deductible of EUR 150.00 will be payable.

-
3. The hull insurance policy refuses to compensate for the damage caused to the yacht operated by you due to gross negligence. Damage events of this type, where there is officially proven gross negligence on the part of the policy holder, are insured up to the sum of EUR 750,000.00 with a deductible of EUR 2,500.00 - after deposit - under the terms of our Skipper's Liability Insurance.
 4. If, due to damage for which you are culpable, a following charter has to be cancelled because the yacht is not delivered in time from the boatyard, the proven loss of charter income is also insured up to EUR 25,000.00, whereby the first three days of loss of charter are treated as an excess (deductible) payable by you.
 5. You are in the IJsselmeer with your chartered boat and have unfortunately run aground. The boat itself is undamaged. However, there are considerable „recovery and towing costs“. As a rule, the yacht owner's hull insurance will cover these costs, but you will lose your deposit. If you have insured the deposit, the insurer may counter that the prerequisite for claiming on the deposit insurance is a damage to the vessel, which has not occurred here. This gap is closed by your skipper's liability insurance, which covers the salvage and towing costs under the policy.

Your boat gets into difficulties and towing or salvage assistance is unavoidable. However, the hull insurer refuses to cover the costs. You are forced to take care of the salvage yourself. Since you as the skipper are the client for the salvage, you may be confronted with not inconsiderable costs.

Such risks are automatically insured up to EUR 25,000.00 under the skipper's liability insurance policy.

The Skipper's Liability Insurance covers claims raised against you and wards off unjustified claims. The period of validity is 6 weeks during an insurance year, the insurance can also be used for two or three sailing trips in one year, for example, provided the total period of 6 weeks is not exceeded. If you charter for longer periods within one year, we can offer you a one-year cover which is also valid for larger-sized yachts. We also offer a weekend cover for a maximum of 3 days).

A special liability insurance cover is offered for professional skippers. If you get paid for skippering a yacht, please contact us. We inform you at Tel. +49 (0) 40 - 36 98 49 - 49 or on our website www.schomacker.de.

Skipper's Liability Insurance

At a glance: the details

The Skipper's Liability Insurance covers the statutory third party liability of the policy holder in his capacity as charterer and skipper of a yacht worldwide. The following items/events are covered (under the General Terms and Conditions for Liability Insurance ("AHB") and the Special Terms and Conditions for Skipper's Liability Insurance – SH 2024):

- ⦿ Damage to the insured yacht in the event of proven gross negligence up to EUR 750.000,00.
- ⦿ Claims for compensation of crew members among one another based on statutory liability
- ⦿ Security deposit/ bailment of up to EUR 125,000.00 in the event of confiscation in a foreign port
- ⦿ Yacht owners' claims for compensation with respect to loss of charter income resulting from culpable significant damage to the yacht, up to EUR 25,000.00
- ⦿ Costs for travel and hotel for the crew are insured up to EUR 1.000,00 if the chartercrew is not able to return on time in the harbour agreed to due to a damage on the yacht caused by the crew.
- ⦿ Towing and recovery costs up to EUR 25,000.00

The insured sum payable amounts to EUR 10 million resp. EUR 15 million overall for personal injury and damage to property. The total compensation payable for all insured events in one year is limited to twice this insured sum.

The Skipper's Liability Insurance always pays out on a secondary basis.

Your security, your premiums.

TABLE OF PREMIUMS SKIPPER'S LIABILITY INSURANCE

	Sailing yachts (max. 6 weeks)		Motor yachts and houseboats (max. 6 weeks)		Annual cover
Length	up to 11 m	up to 16 m	up to 11 m	up to 16 m	all types
Total premium (insurance sum 10 Mio.)	EUR 72,00 (EUR 11,50)	EUR 98,00 (EUR 15,65)	EUR 85,00 (EUR 13,57)	EUR 124,00 (EUR 19,80)	EUR 158,00 (EUR 25,23)
Total premium (insurance sum 15 Mio.)	EUR 102,00 (EUR 16,29)	EUR 128,00 (EUR 20,44)	EUR 115,00 (EUR 18,36)	EUR 154,00 (EUR 24,59)	EUR 188,00 (EUR 30,02)

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

NOTE CONCERNING THE PREMIUM TABLE: Please choose **all types** if

- ⊙ the duration of charter exceeds a total of 6 weeks
- ⊙ you charter a motor yacht/houseboat extending or a sailing yacht extending 16 m in length
- ⊙ you charter various types of yachts in the course of one year.

CHARTER THREE DAYS!

With our new Three-Days-Cover you can charter a motor yacht or a sailing yacht on three consecutive days! The premium is EUR 49,50 (incl. EUR 7,90 German Insurance Tax) with an insurance sum of EUR 10 Mio., resp. EUR 79,50 (incl. EUR 12,69 German Insurance Tax) with an insurance sum of EUR 15 Mio.

IMPORTANT

All policies, except for the 3-Days-Cover, which is ending after three days, end automatically after one year. If you wish automatic extension of the contract, please indicate this as shown on the transfer slip with „Y“. Is no option „Y“ indicated on the transfer slip/bank transfer the policy will end automatically after one year.

YOUR RESIDENCE, YOUR INSURANCE, YOUR TAX

Due to technical insurance reasons we can offer the skipper's liability insurance only to residents of EU-member states (except Italy) and Norway. For skippers with EU-residency and Norway the insurer is the Dialog Versicherung AG.

For non-German residents the insurance tax of the home country is valid, nevertheless the total premiums listed in the premium table do not change.

Special Terms (SH0224) for Skipper's Liability Insurance

1. Insured

is the statutory liability of the policy holder arising from the possession and use of a chartered/hired vessel, where the vessel is used exclusively for private purposes without professional crew. The insurance cover is provided on a subsidiary basis. This means that the insurance provided under this agreement only covers claims that (including partially) are proven not to be covered by alternative insurance agreements (including third-party arrangements). The cover is limited up to the insurance sum in this contract with deduction of coverage of any alternative insurance agreements.

2. The insurance cover also extends to

- the personal statutory liability of the skipper in charge and the other persons authorised in the operation of the craft together with the crew members,
- the use of dinghies with auxiliary engines up to a maximum engine power of 20 HP,
- the statutory liability associated with towing water-skiers and parascenders,
- the personal statutory liability of water-skiers during the time that such persons are being towed by the boat,
- contrary to Paragraph 7.4. Abs. 3 AHB claims for compensation of coinsured parties among one another by reason of:
 - personal injury and,
 - damage to property in connection with skippering the chartered yacht, an excess of EUR 150 per insured event is deducted. Claims for compensation of the policy holder against the coinsured persons are covered to the same extent.
- If the yacht chartered by the policy holder can not reach the charter base or the previously agreed port of departure as planned due to damage caused by the crew or the policy holder, the proven costs for the return journey to the place of return, including any hotel costs incurred, will be up to a total EUR 1,000, unless the charter company is obliged to assume the costs due to statutory or contractual provisions.
- The insurer will reimburse the policyholder for any recovery or towing costs incurred to them, provided that these costs are not covered by any other existing insurance policies for the vessel, the charterer, the charter base, or the owner (such as hull insurance, deposit insurance, or assistance insurance). Additionally, the charterer must have been entitled to consider the use of recovery or towing services necessary to prevent damage to the yacht. The skipper's liability

insurance costs are reimbursed up to a maximum of EUR 25,000. The charterer must pay a deductible of 10% per loss event, with a minimum of EUR 250.

3. Insurance cover does not extend to

- the personal statutory liability of parascenders,
- the statutory liability in relation to damage arising from participation in motorboat races or sustained during practice sessions conducted as preparation for such events. Participation in sailing regattas may be covered on request to the insurer.
- Claims for compensation through the knowing breach of statutes, regulations or duties in relation to handling flammable or explosive materials.

4. Damage to the operated yacht

including nautical equipment and loose items are not insured. But contrary to Paragraph 7.7 AHB claims for compensation arising from damage caused by the officially proven gross negligence of the policy holder. Based on the overall amount of cover defined under the agreement the cover per insured event and insurance year amounts to EUR 750,000 with a payable deductible of EUR 2,500 per insured event after deduction of the security deposit.

5. The following also applies

a) For damage sustained abroad:

- Contrary to Paragraph 7.9 AHB – the insurance cover extends to statutory liability for instances of damage occurring anywhere in the world. The insurer will make payments of compensation in Euro. The insurer's obligations are deemed fulfilled from that time when a domestic bank has been instructed to carry out the transfer of the relevant Euro sum.
- Contrary to Paragraph 7.9 AHB in the event that a watersports craft is provisionally confiscated in a foreign port, any requisite security deposit or bailment is only insured under the agreement up to a sum equivalent to EUR 125,000.
- With regard to loss events in the USA or Canada, contrary to Paragraph 6.5 AHB, the expenses of the insurer deemed to be costs will be treated as compensation paid out and set off against the cover amount.

Costs are: Costs of attorneys, experts, witnesses and courts, expenses incurred in the avoidance or minimisation of damage at the time of or after the insured event as well as costs in the ascer-

tainment of the loss, including costs of travel not incurred by the insurer itself. This also applies where these costs arose as the result of the insurer's instructions.

Claims for compensation which have a penal character, especially punitive and exemplary damages, are not covered by the insurance.

b) Operating the craft without the officially required license:

- Where an official license is required for operating a watersports craft, the insurer is not obliged to pay compensation if the person in charge was not in possession of the officially prescribed license at the time that the insured event occurred.
- The insurer remains liable to pay compensation to the policy holder, however, where the latter could reasonably assume that the skipper/person in charge was in possession of the requisite license or where an unauthorised person took charge of the craft.

c) For water pollution damage:

- The scope of the agreement encompasses the statutory liability of the policy holder for the direct and indirect consequences of changes to the physical, chemical or biological properties of a body of water including the ground water (water pollution damage) whereby financial losses are treated similarly to damage to property, with the exception of water pollution damage caused
 - through discharging or dumping water pollutants in water or by otherwise deliberately interfering with water. This also applies where the discharge or dumping is necessary in order to protect other legal interests.
 - through the operationally unavoidable drip or escape of oil or other fluids from fuel tank caps, fuel pumps or from machine equipment on the vessel.
- Excluded are claims for compensation against those persons (policy holder or co-insured parties), who caused the damage/loss through intentionally acting contrary to the laws, regulations, public orders issued with respect to the policy holder or ordinance designed for water pollution control.
- The insurance cover does not extend to damage caused directly or indirectly by war, other acts of hostile forces, riots, civil commotion, general strikes (in the Federal Republic of Germany or one of its States), or illegal strikes or directly caused by interventions or action of public authorities. The same applies to damage caused by force majeure where elementary natural

forces have been in play.

d) For personal injury and damage to property:

The sum insured depends on the insurance cover you requested. You can choose from EUR 10 million or EUR 15 million as a lump sum for personal injury and property damage, whereby the total sum for all insured events within any one year of insurance is a maximum of twice this sum.

e) For Financial Loss:

The insurance cover extends to claims for compensation on the part of financial loss to the sum of EUR 300,000 for each claim and for a sum of claims in one insurance year a maximum of twice this sum.

f) For loss of charter income:

The insurance cover extends to both legal as well as contractual third party claims for compensation on the part of the charter company or owner of the operated yacht for the loss of charter income due to damage caused by the policy holder or his crew.

The claim must be substantiated by:

- a detailed damage report,
 - the report from a surveyor relating to the damage sustained and the requisite duration of repairs,
 - the actual charter agreement as well as
 - the follow-up charter agreement or the rebooking documentation.
- The amount of cover is EUR 25,000 per loss event and year of insurance. The proportional costs of loss of use for 3 days will not be recompensed.

g) Insurance for third party account

- If the insurance policy is in favour of a third party, the terms concerning the policy holder i.e. paragraphs 22 to 26 (multiple insurance, obligations) of the General Insurance Conditions for Liability Insurance (AHB) shall apply on the co-insured person.
- As far as the knowledge or the behavior of the policy holder is of legal significance, the knowledge or the behavior of the co-insured person may be considered, according to § 47 VVG.
- If several co-insured persons claim benefits and thus the insurance sum is exceeded, the insurer shall pay only in proportion to their claims. If the total insurance sum is paid, and the insurer could not expect any further claims by other insured persons, these insured persons may not file additional claims. Neverthe-

Extract from the General Terms and Conditions for Third Party Liability Insurance (AHB 2008), April 2009

less, if subsequently asserted claims are to be satisfied, this can only be settled proportionately.

- 4) If a claim is settled legally binding by the insurer and the policy holder or the insured person, this is binding to any other insured person.

6. Applicable law

This contract shall be governed by German law. In the event of dispute, the original German language version of the contract shall prevail. The English version is provided for informational purposes only.

Scope of the insurance cover

1 Subject matter of the insurance, insured event

2 Pure financial losses, loss of property

3 Insured risk

4 Automatic extension of cover

5 Insurance benefits

6 Benefit limitations

7 Exclusions

Inception of the insurance cover/premium payment

- 8 Inception of insurance cover
- 9 Payment of premiums and consequences of late payment/initial-premium or single premium
- 10 Payment of premiums and consequences of late payment/renewal premium
- 11 Timeliness of payments in the case of direct debiting
- 12 Payment by instalment and consequences of late payment
- 13 Premium adjustment
- 14 Premiums in the case of premature termination
- 15 Premium alignment

Policy period, termination / cancellation of the insurance

- 16 Policy period, termination of the insurance
- 17 Insured risk ceases to exist
- 18 Cancellation due to premium alignment
- 19 Cancellation due to an insured event
- 20 Cancellation due to the sale of insured entities
- 21 Cancellation due to aggravation of risk or new legislation coming into effect
- 22 Double insurance coverage

Policyholder's duties

- 23 Duty of precontractual disclosure
- 24 Duties before the occurrence of an insured event
- 25 Duties after the occurrence of an insured event
- 26 Legal consequences of a breach of obligations

Other provisions

- 27 Other persons insured
- 28 Prohibition of assignment
- 29 Notifications, declarations of intent and changes of address
- 30 Time limits
- 31 Legal venue
- 32 Applicable law

1. Subject matter of the insurance, insured event

- 1.1 The insurer provides the policyholder with insurance cover for claims for compensation brought against him/her by a third party on the basis of civil-law provisions governing third-party liability arising from an insured event occurring during the period of the insurance which has resulted in bodily injury, damage to property, or financial loss. The insured event is the event which resulted directly in the loss to the third party. The time of occurrence of the cause which led to the insured event is immaterial.
- 1.2 Insurance cover does not extend to claims, even statutory liability claims,
 - 1.2.1 for fulfilment of contract, remedial action, work performed by the purchaser or others in lieu of fulfilment of contract, withdrawal from contract, reduction of purchase price, damages paid in lieu of services;
 - 1.2.2 for damage caused in order to be able to perform the remedial action;
 - 1.2.3 for loss of use of the object that is the subject of the contract, or failure of the contractual services to produce the promised success;
 - 1.2.4 for reimbursement of expenditure incurred in vain in expectation of proper fulfilment of the contract;
 - 1.2.5 for reimbursement of pure financial loss suffered due to delays in the performance of the contractual services;
 - 1.2.6 on the grounds of other compensations made in lieu of fulfilment

2. Pure financial losses, loss of property

- Insurance cover may be extended by special agreement to include the policyholder's civil-law liability for
- 2.1 financial losses which have occurred as a result neither of bodily injury nor of property damage;
 - 2.2 the disappearance/loss of property. Insurance cover for the loss of property is subject to the same conditions as the cover for property damage.

3. Insured risk

- 3.1 The insurance covers the legal liability of the policyholder arising from
 - 3.1.1 the risks set down in the insurance policy and any endorsements thereto,
 - 3.1.2 any aggravation of or extensions to the risks set down in the insurance policy and its endorsements, provided they do not arise from

the possessor or operation of aircraft, motor vehicles or watercraft subject to compulsory insurance, or from other risks subject to mandatory insurance

- 3.1.3 any new risks which ensue for the policyholder after conclusion of the insurance contract (automatic extension of cover) and which are explained in No. 4 below.
- 3.2 Insurance cover also extends to aggravation of the insured risk arising from amendments to existing laws or the issuing of new legal provisions. In this case, however, the policyholder is entitled to cancel the policy subject to the provisions set down in No. 21 below.

4. Automatic extension of cover

- 4.1 New risks arising after conclusion of the insurance contract are automatically insured within the terms of the existing agreement.
 - 4.1.1 However, at the request of the insurer, which may take the form of a printed note on the premium invoice, the policyholder is obliged to notify the insurer, within one month of receiving such a request, of any new risk that has arisen in the meantime. If the policyholder fails to notify the insurer in good time, the insurance cover for that risk shall lapse retroactively from the inception of said risk. If an insured event occurs before the new risk has been notified to the insurer, it is up to the policyholder to prove that the new risk arose after conclusion of the insurance contract but before the time-limit for notification had elapsed.
 - 4.1.2 The insurer is entitled to request payment of an appropriate premium for the new risk. If agreement on the amount of the premium is not reached within a month of notification being received, insurance cover for the new risk shall lapse retroactively from the inception of said risk.
- 4.2 Insurance cover for any new risks from their point of origin to the time when agreement is reached in the sense of No. 4.1.2 above is limited to EUR 500,000 for bodily injury and EUR 150,000 for property damage, and where agreed, for pure financial losses.
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IMPORTANT

The complete General Terms and Conditions for Third Party Liability Insurance (AHB 2008) can be viewed at www.schomacker.de.

Please contact us for a printed copy.

Dialog

Dialog Versicherung AG

Compulsory information pursuant to paragraph § 1 of the Regulation on obligations to furnish information with respect to insurance policies (VVG-InfoV)

SKIPPER'S LIABILITY INSURANCE

for policyholders with permanent residence in the Federal Republic of Germany. 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+2. Identity of the Insurer and Legal address of the insurer (Skipper's Liability Insurance)

Dialog Versicherung AG, Chairman of the Supervisory Board: Stefan Lehmann, Executive Board: Dr. David Stachon (Vorsitzender), Dr. Rainer Sommer, Roland Stoffels, Address: Adenauerring 7, D-81737 München, Legal form: Aktiengesellschaft Sitz: München, Registered at: Registergericht Amtsgericht München, HRB 234855 – Insurance tax number: 802/V20000026212

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 companies for liability, accident, motor 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 Third-party Liability Insurance (AHB) and the Special Conditions for the Skippers' Liability Insurance (SH2019) 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).

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

No financial instruments are employed in administering this Skippers' Liability 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 liability 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. Otherwise 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 3 following days (3-days-cover), for 6 weeks within one year (you might

split this time on several trips), but the maximum of 6 weeks chartering must not be exceeded, or for annual cover (which is 365 days, all types of yachts).

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 Versicherungsbedingungen für die Haftpflichtversicherung (AHB) (General terms and condition for liability insurance). Termination by due date: If you have not chosen automatic renewal the contract ends automatically without the need of a separate cancellation: for 3-days-cover exactly three days after the begin of the insurance cover with the chosen date, for all other contracts after one year of the chosen date. If you have chosen an automatic extension 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 sent to the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH three months prior to the termination date. Cancellation in the case of damage: After the occurrence of a loss event for which compensation is payable, you have the option of cancelling the relevant agreement within one month following the conclusion of the negotiations relating to compensation. The cancellation may not be made effective at any point in time after the end of the current insurance period. Cancellation Lapse of Risk/Increase of premium: It is not possible to cancel the agreement following the discontinuation of risk, instead this is only permitted at the normal time upon which the agreement expires. Our terms and conditions do not include the option of adjusting premiums.

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 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

All communication and correspondence must take place in German.

18. Extra-judicial complaint and legal redress procedure

As your independent insurance broker we are always trying to work honestly and in the best possible way in your interests. If you should not be satisfied with our work, please leave a note to our managing board at beschwerde@schomacker.de.

Information on customer dispute act: 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). Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 12, D-10052 Berlin, www.pks-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 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 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.

Dialog

Dialog Versicherung AG





GET INSURED EASILY:

Please pay the insurance premium for the chosen cover (see the table on page 7) by using the payment slip to the right.

Please ensure that you enter the name and address of the skipper. 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).

When making a claim, the proof of payment for the premium (receipted payment slip or bank statement of the transfer), serve as proof of insurance.

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

Important information regarding payment of premiums

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.**

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

If you type the details, normal type form should be used. **If you fill in the details by hand, please use BLOCK CAPITALS !**

TIPS FOR FILLING IN:

Amount: Please select and enter the appropriate premium from the table on page 7. By selecting the premium you define the insurance cover for the chartered yacht.

Commencement (Inception date of charter/ insurance cover): Requested inception date for insurance cover: please state day, month, year (e.g. 150720). Backdating is not possible.

MY/SY: Please choose whether you are chartering a motor yacht or a sail yacht. Please enter YY for all types.

LOA (Length over all): Please indicate the length of the vessel in metres, rounded up to the nearest metre (e.g. 13.3 = 14).

Postal code, place of residence (Skipper):

Please enter the postal code of the skipper's place of residence (five digit postal code for the Federal Republic of Germany, for other countries the country indicator plus postal code (e.g. A 1040).

YES: Please indicate here whether you request an automatic extension of 1 year at a time (Y=YES). See "IMPORTANT" note on the right.

Complete street address (Skipper): Please enter the skipper's street name and house number.

Surname (Skipper): Please enter the name of the policy holder to whom the insurance applies. The skipper must be the person in charge of the yacht, his/her crew members are also covered by the insurance.

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

All policies, except the 3-Days-Cover, which ends after 3 days, automatically end after one year. If you wish automatic extension, please indicate this on the transfer slip with „Y“. If no option „Y“ is indicated, the policy will end automatically after one year.

EU standard bank transfer slip

Name and place of remitting bank

BIC

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.

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 3 5 2 0 0 5 0 5 5 0 1 0 4 2 1 4 5 4 8 0

BIC of bank

H A S P D E H H X X X

EUR

Amount: Euro, Cent

Commencement Charter

MY/SY

LoA

Postal Code (Skipper)

Yes

Address (Street) Skipper

Surname (Skipper)

Account Holder: Surname, first name, city (27 signs max.)

IBAN of account holder

16

Date, signature:





Cancellation of Travel Costs Insurance incl. Travel Curtailment Insurance

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

TRAVEL SAFELY

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.



Compulsory information pursuant to paragraph § 1 of the Regulation on obligations to furnish information with respect to insurance policies (VVG-InfoV)

Travel Cancellation insurance

Pursuant to the Regulation on Obligations to furnish information with respect to insurance policies (VVG-InfoV) 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 similar

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 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

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/

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 legal 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

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

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

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**.



EU standard bank transfer slip

Name and place of remitting bank

BIC

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.

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

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:



Application for Insolvency Clause (please fill in)

DETAILS OF CHARTERER

Name of Charterer

Street

Postal Code/City

Telephone/Fax

Mobile phone

E-Mail

On the basis of the charter contract described below including its stipulations and contents, the charterer hereby applies for insurance cover for the event that the chartered yacht, or an equivalent vessel, is not made available to him/her by reason of the charter operator's bankruptcy (insolvency).



☐ The premium was transferred on _____ (date) to the account of the Hamburger Yacht-Versicherung.

Place, date, signature

DETAILS OF CHARTER CONTRACT

Charter operator/agency

Charter operator/telephone

Local charter base

Street

City/Country

Local charter base telephone

Contract date

Charter period from – to

Type of yachts

When did you transfer the charter fee?

When will the remaining amount be paid?

Your proof of payment and/or your bank statement serve(s) as your insurance certificate.

You may close and pay this insurance also at:

www.schomacker.de

Please send this form to:

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

or by mail to:

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



**HAMBURGER
YACHTVERSICHERUNG
SCHOMACKER**

A row of white sailboats is docked at a pier. The boats are white with dark hulls and have their masts and rigging visible. They are moored to a series of black wooden pilings. The water is a calm, light blue. In the background, a stone breakwater or pier extends into the water under a clear, bright blue sky.

**CHARTER MADE
COMFORTABLE**

Guarantee Insurance for securing Charter Deposits

Charter yachts usually carry comprehensive insurance cover (hull insurance). Charter companies and their insurers have usually agreed on a deductible which is applicable when a claim is made.

Generally, the deductible is equal to the deposit to be lodged by the charterer. If there is damage to the chartered yacht during the sailing trip, the charter company may retain all or part of the deposit.

This financial risk is covered by a Guarantee Insurance for Charter Deposits.

With our guarantee insurance policy there is no deductible. If there is no need for an official licence for sailing the yacht or the chosen cruising area, you do not need this licence for the charter deposit insurance.

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



Guarantee Insurance for securing Charter Deposits

Nearly all of the charter companies take a deposit when offering a yacht for charter. If you cause a damage on the chartered yacht, the charter company may keep all or part of this security deposit.

Our Guarantee Insurance enables you to cover this risk under the following conditions.

The Insurer R+V Allgemeine Versicherung AG, Raiffeisenplatz 1, D-65189 Wiesbaden undertakes by order of the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH as insured person a guarantee insurance for securing charter deposits to recompense all or part of the security deposit paid by the Charterer to the charter company under the terms of the agreement described, on condition that:

- the security deposit was paid by the Charterer in cash, via bank transfer or by credit card/cheque confirmed by a receipt issued to him by the charter company,
- the Charterer has paid the full charter fee for the chartered yacht, confirmed by the appropriate receipts,
- during the period of insurance the Skipper is in possession of the sailing license officially required in respect of the vessel and/or the voyage,

- the charter company refuses to refund all or of part of the security deposit to the charterer due to damage on the chartered yacht during the period of charter caused by the charterer/skipper or the crew.

The guarantee is limited to the security deposit amount described by the Charterer. Compensation will however be excluded, in the event that the charterer uses the yacht chartered on the basis of the described agreement to:

- organise charter tours on a commercial basis or to operate the yacht on behalf of a charter company on a commercial basis or in return for a benefit in money's worth (available upon request)
- takes part in regattas (available upon request),

Excluded of the guarantee are

- damages caused to the chartered vessel as a result of gross negligence or damages caused deliberately,
- damages to the yacht as the result of war, warlike operations, riots, strike, confiscation by public authorities or damages caused by nuclear energy (radioactivity),
- damages caused by reblocking of sludge tank.

IMPORTANT

We expressly request that you do not mention this guarantee insurance to the representatives of the charter company. Always conduct yourself as if you have no such insurance cover. Check the precise reasons why the charter company has not repaid your security deposit.

Theft of a dinghy is to be reported to the police immediately and provable.

It should as a matter of course be clear that this guarantee insurance only covers the loss of your security deposit as a result of damage caused to the chartered yacht and does not cover additional costs - such as cleaning, hire of bedding, reblocking of sludge tank, and use of fuel, including where these costs are settled by deduction from the security deposit.

Please also note that the charter agreement will not normally require you to pay for the costs of normal wear and tear sustained by the yacht.

Damage has to be reported to us immediately by mail, fax or post, even if the damage is very small. The damage has to be reported at the latest 1 month after ending the charter trip, otherwise the claim can not be settled.

Conditions/Premiums

The guarantee insurance premium follows from the deposit amount to be insured – the chosen deposit sum must not be lower than the deposit actually lodged.

- The insurer's guarantee is maximized with the deposit actually lodged.
- The guarantee certificate will be issued to you as soon as we have received the premium and you have submitted the application form to us.
- The guarantee expires automatically after 1 month, immediately following the end of the charter.
- Damage has to be reported to us by mail, fax or post at the latest 1 month after ending the charter trip.
- If you wish to include the dinghy in the insurance cover please transfer the premium plus an additional premium of EUR 20.00.
- Sailing regattas may be included upon request and with an extra fee.
- If chartering as a paid or professional skipper, please give us a call or send an e-mail for an insurance offer.
- For this Guarantee German law is applicable, with the exception of laws regarding jurisdiction of another country.

IMPORTANT

In order for you to receive the guarantee certificate, we request that you transfer the appropriate premium in advance into our account at the following bank:

Hamburger Sparkasse:

IBAN: DE43 2005 0550 1042 1455 30

BIC: HASPDEHHXXX.

At the same time please send us the completed and signed application form on page 35.

INFO

Due to technical insurance reasons we can not offer this products for citizens from the USA, Canada, Russia, and Ukraine. Thank you for your understanding.

ATTENTION

These premiums refer to a single chartertrip of no longer than four weeks. For longer trips please give us a call.

Premium up to a security deposit amount of:

	One-off-Premium
EUR 500,-	EUR 75,-
EUR 1.000,-	EUR 90,-
EUR 1.500,-	EUR 135,-
EUR 2.000,-	EUR 175,-
EUR 3.000,-	EUR 260,-
EUR 4.000,-	EUR 345,-
EUR 5.000,-	EUR 430,-
EUR 6.000,-	EUR 515,-
EUR 7.000,-	EUR 600,-
EUR 8.000,-	EUR 685,-
incl. Dinghy	
additional premium	+EUR 20,-
Deposits up to 10.000 EURO available. Please give us a call.	

Important information regarding payment of premiums

GET INSURED THIS EASILY:

Please pay the premium for the chosen cover (see the table on page 31) by using the payment slip to the right. Please ensure that you enter the name and address of the charterer.

The guarantee expires automatically after one month, immediately following the end of the charter.

The guarantee certificate can only be issued if the premium (please make sure bank fees are also paid) and the application form have been received by Hamburger Yacht-Versicherung.

We will send you a guarantee certificate in respect of the insurance of the yacht charter deposit following receipt of the premium and the application form.

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.

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 TO FILL IN:

Amount: Please select and enter the appropriate premium from the table on page 31.

Charterer: Please enter the name of the charterer here.

Deposit: Please enter the amount of the deposit to be lodged here.



Commencement: day of start of insurance cover (begin of charter trip).

Charterer's address: Please enter the charterer's address (town/city, street) here.

If you make a transfer, please sign the bank transfer form and enter your account number. You may also close this insurance 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

Make sure to complete and send the application form on page 35.

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 4 3 2 0 0 5 0 5 5 0 1 0 4 2 1 4 5 5 3 0

BIC of bank

H A S P D E H H X X X

EUR

Amount: Euro, Cent

Charterer

Deposit

Commencement (DDMMYY)

Charterer's Address

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

IBAN of account holder

16

Date, signature:



My Application for Issuing of a Guarantee Insurance Certificate relating to Charter Deposits (please fill in)

DETAILS OF CHARTERER

Name of Charterer

Street

Postal Code/City

Telephone/Fax

Mobile phone

E-Mail

On the basis of the charter contract described below and its stipulations and contents, the charterer hereby applies for guarantee insurance cover for the event that the charter company wholly or partly retains the deposit.



☐ The premium was transferred on _____ (date)
to the account of the Hamburger Yacht-Versicherung.

Place, date, signature

DETAILS OF CHARTER CONTRACT

Charter Company

Street

Postal Code/City

Telephone/Fax

Local charter base

City/Country

Contract of (date)

Cruising area

Charter period from — to

Type of yacht ☐ motor yacht ☐ sailing yacht

Type of yacht

EUR _____ EUR _____

Charter fee Amount of deposit (max guarantee)

Dinghy included ☒ yes

You may close and pay this insurance also at
www.schomacker.de

Please send this form to:

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

or by mail to:

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



**HAMBURGER
YACHTVERSICHERUNG
SCHOMACKER**



Skipper's Passenger Accident Insurance

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.



**COMPLETELY
SAFE**



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 Kriegersisiko 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

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.

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.

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 companies for accident insurances are not required to maintain a guarantee 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 occurrence of an insured event and determination of our obligati-

on 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 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. Otherwise 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 our 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 sent 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 decision 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 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.

Dialog

Dialog Versicherung AG

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.



EU standard bank transfer slip

Name and place of remitting bank

BIC

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.

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 0 7 2 0 0 5 0 5 5 0 1 0 4 2 2 1 6 0 1 8

BIC of bank

H A S P D E H H X X X

EUR

Amount: Euro, Cent

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:



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



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 Dialog 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. 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:

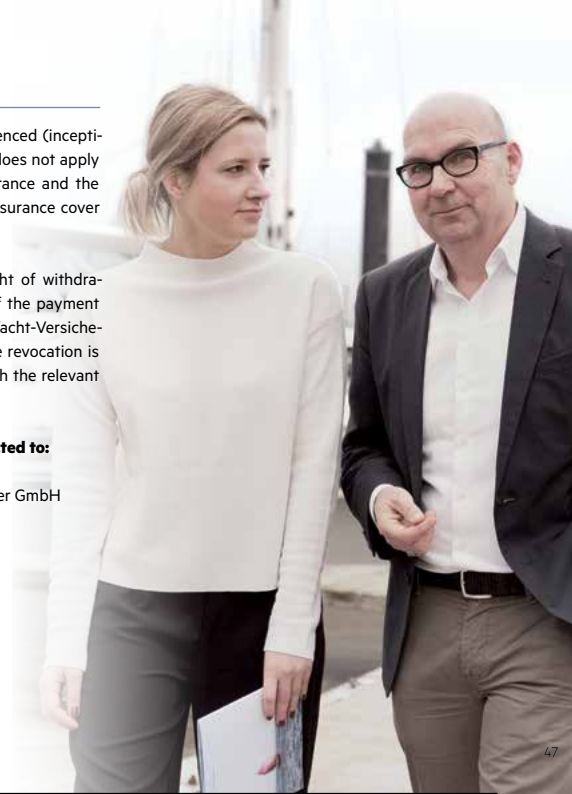
Hamburger Yacht-Versicherung
Schomacker Versicherungsmakler GmbH
Katharinenhof/Zippelhaus 2
D-20457 Hamburg

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.

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 - 36 13 81 - 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.

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:

Versicherungsbundsmann e.V., Postfach 08 06 32, D-10006 Berlin • www.versicherungsbundsmann.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.

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
www.schomacker.de



HAMBURGER YACHTVERSICHERUNG SCHOMACKER

ENJOY YOUR CHARTER TRIP!

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



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