

- 
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](http://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-

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.
- ...

## IMPORTANT

The complete General Terms and Conditions for Third Party Liability Insurance (AHB 2008) can be viewed at [www.schomacker.de](http://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](mailto:beschwerde@schomacker.de).

Information on customer dispute act: The company is also a member of the Versicherungs-Ombudsman 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](mailto:beschwerde@versicherungsombudsmann.de) (the insurance ombudsman association). Ombudsmann Private Kranken- und Pflegeversicherung, Postfach 06 02 12, D-10052 Berlin, [www.pks-ombudsmann.de](http://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/](http://www.ec.europa.eu/consumers/odr/)

#### **19. Complaints to the supervisory authority**

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

#### **20. Special agreements**

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

**Dialog**

Dialog Versicherung AG





## Important information regarding payment of premiums

### 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

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](http://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

Agentur- ID

A 1 4 5 8

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:





# WHAT TO DO IN CASE OF DAMAGE?

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## PLEASE NOTE THE FOLLOWING WHEN MAKING A CLAIM

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

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

IN CASE OF A CLAIM PLEASE CONTACT US AT:

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



## In case of a claim: These documents are needed

### **REGARDING SKIPPER'S LIABILITY INSURANCE:**

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

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

### **TRAVEL CANCELLATION INSURANCE:**

1. Copy of the charter contract including terms and conditions as well as crew list.
2. A signed order for payment in case the compensation is not to be paid to the policy holder (a form is available from us).
3. Medical report (please use the questionnaire which we will provide to you if you make a claim).
4. A cancellation invoice from the charter company, if appropriate.

5. Written confirmation from the skipper/ policy holder that no replacement was found for the person prevented from going on the trip or a written confirmation from the charter company that subsequent chartering out of the yacht could not be achieved.
6. Receipt for the paid charter fee.
7. Receipt for the paid charter portion, if appropriate.
8. Account number and bank details.

### **REGARDING THE INSOLVENCY CLAUSE**

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

### **REGARDING GUARANTEE INSURANCE FOR CHARTER DEPOSITS**

1. Damage has to be reported to us by mail, fax or post at the latest one month after ending the charter trip.

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

### **REGARDING SKIPPER'S PASSENGER ACCIDENT INSURANCE**

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

# General Information/Right of Withdrawal

The insurer for the Extended Skipper's Liability Insurance, the Travel Cancellation Insurance, and the Insolvency Insurance is Dialog Versicherung AG. The insurer for the Guarantee Insurance for Charter Deposits is R+V Versicherung. The insurer for the Skipper's Passenger Accident Insurance is the 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](http://www.schomacker.de). Insofar as is permitted by law, this agreement is governed by German law.

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

## RIGHT OF WITHDRAWAL

The customer may revoke his/her contractual statement (payment) in respect of the Skipper's Liability Insurance, the Guarantee Insurance for Charter Deposits, and the Skipper's Passenger Accident Insurance in writing within 2 weeks without stating any reasons, provided

that the trip has not yet commenced (inception date of the insurance). This does not apply to the Travel Cancellation Insurance and the Insolvency Insurance, as here insurance cover is immediate.

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

## The revocation should be directed to:

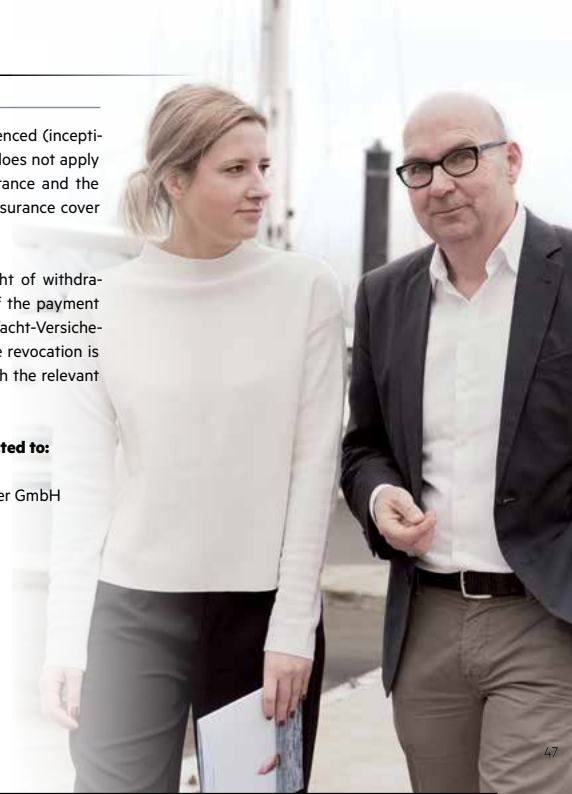
Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2  
D-20457 Hamburg

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

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

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

[charter@schomacker.de](mailto:charter@schomacker.de)



# Exclusive Brokerage Agreement and Data Protection Clause

## CONTRACTING PARTIES AND OBJECT OF CONTRACT

The customer exclusively contracts the broker Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, Zippelhaus 2, D-20457 Hamburg to advise, broker and service only the insurance types enquired about.

**Any further comprehensive determination of requirements and advice regarding other classes of insurance shall only take place on the basis of a written broker's contract, which we can supply you with on request.**

## MARKET STUDY

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

In each respective case, the advice of the insurance broker is not supported by an objective, balanced market study. The broker designs the special concepts and general agreements against a background of a balanced price-performance ratio, the sufficient regulating experience, good service quality and appropriate

financial strength of the insurer and regularly verifies them.

## LIABILITY

The broker fulfils his obligations with the care of a prudent businessman. The legal liability for violating his professional duties of care in this contract is limited to EUR 2,0 Mio. per event of loss. In this regard, the broker has taken out and maintains third party liability insurance regarding financial loss up to the above-mentioned sum.

## STATUTE OF LIMITATIONS

Claims to damages lapse after three years. The period of limitation begins at the time the customer came into knowledge of the damage and the identity of the party that is liable for it, or should have come into the knowledge without being grossly negligent. At the latest however, these claims become time-barred five years after termination of the insurance agreement concluded on the basis of this exclusive brokerage agreement.

## DATA PROTECTION CLAUSE

The customer agrees that his data is stored with consideration of the General Data Protection Regulation

(Datenschutz-Grundverordnung, DSGVO) and the Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG), and data from application documents and / or the contract documents (i.e. contributions, insurance claims, terminations, changes in risk and contract) may be handed to the insurers in the necessary extent. The consent to the data transmission extends also to the transmission of data to reinsurers as well as to external service providers, as far as this is necessary for the execution of the contract and / or damage processing (for example, address investigators, collection agencies, appraisers and experts, lawyers, IT service providers, data destroyers, Insurance intermediary, tipster). Health issues may only be transferred to personal insurers, as far as this is necessary for contract brokerage.

The customer agrees to the order processing and correspondence via unencrypted e-mails. All transmitted data will be treated confidentially, made accessible only to authorized persons, not being used for advertising purposes, and not disclosed or made available to third parties. The customer data are deleted after termination of the cooperation within the legal regulations, in particular the legal retention periods. To defend against future claims for damages, the deletion periods may be extended accordingly. The customer agrees

that the deletion claim does not relate to audit-proof backup systems and can be carried out in the sense of a blocking. The customer is entitled to all the rights specified in Chapter 3 (Article 12-23) of the DSGVO, in particular the right to information, correction, deletion, limitation of processing, right of opposition and the right to data portability. Responsible for the purposes of the data protection regulations is the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH, represented by the managing directors 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](mailto: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](mailto: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](http://www.vermittlerregister.info).

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

As your independent insurance broker we are always trying to be honest, upright, and serve in the best possible way for your interests. If in any case you should not be satisfied by any of our business activities, please refer to our management at [beschwerde@schomacker.de](mailto:beschwerde@schomacker.de).

Information on taking part in alternative dispute resolution for consumer disputes according to §36 Consumer Dispute Resolution Act (VSBG).

In accordance to § 17 para 4 of the Insurance Mediation Regulation, we are obliged to participate in the dispute settlement procedure before the following consumer arbitration boards:

Versicherungsbundsmann e.V., Postfach 08 06 32, D-10006 Berlin • [www.versicherungsbundsmann.de](http://www.versicherungsbundsmann.de)

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

Online dispute resolution platform according to Art. 14, ss 1 ODR-VO The European Union established a platform for online dispute resolutions: <http://ec.europa.eu/consumers/odr/>

The professional regulations (§ 34d Trade Regulations, §§ 59-68 VVG, VersVermV) can be viewed and retrieved via the website [www.gesetze-im-internet.de](http://www.gesetze-im-internet.de) operated by the Federal Ministry of Justice and juris GmbH.

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

## PUBLISHER

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