

We have set out the following information below to provide you, in the name of and on behalf of the participating insurers, with an initial overview of the types of insurance available for you and your yacht. Please note that the policies under which coverage is available are separate policies. We have brought together the information on all the above mentioned types of insurance and included it in this product information document. This information document is therefore not exhaustive. Full pre-contractual and contractual information is contained in the recommendation, the application form, the insurance policy and the accompanying conditions of insurance and mandatory disclosures. Please therefore ensure that you read through all the policy terms and conditions carefully. Please note that the policies under which coverage is available are separate policies. The insurance benefits set out below are applicable only if you have taken out the related insurance contract. If you restrict your choice to just one or only two types of insurance, then only the information relating to those types of insurance will be relevant to you.

A. Yacht Hull Insurance

What is this type of insurance?

A Yacht Hull Insurance is offered. With this insurance the vessel named in the policy, its machinery, equipment, fixtures and fittings are insured.



What is insured?

- ✓ The Vessel named in the policy, its machinery, equipment, fixtures and fittings, dinghies, accessories.
- ✓ As an option, personal effects, trailers as well as loss or damage resulting from the participation in regattas, can be insured.
- ✓ The scope of coverage regarding transportation by land as well as regarding wreck removal and salvage costs, can be upgraded. For detailed information on options and upgrades, please refer to the insurance conditions and the recommendation.

What will be reimbursed?

- ✓ If insured items are lost, the corresponding part of the insured sum minus the residual value will be replaced.
- ✓ If insured items are damaged, the necessary costs for repair up to the amount of the sum insured will be reimbursed.

What is the insured sum?

- ✓ The sum insured is agreed with you in the insurance contract.



What is not insured?

- ✗ Loss or damage caused by faulty construction, faulty manufacturing or defective materials. This exclusion shall only apply to the defective parts themselves; loss or damage to other parts of the insured property caused as a result of the defect, are covered under the scope of the insurance conditions.
- ✗ Claims for loss or damage caused by war or warlike events.
- ✗ Claims for reduced market value.



Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover; for example:
- ! Loss or damage occurring whilst the vessel is used for purposes other than sport or pleasure (e.g. bareboat charters or skipper charters).



Where am I covered?

- ✓ Insurance cover applies within the agreed cruising area.

B. Yacht Third Party Liability Insurance

What is this type of insurance?

A Yacht Third Party Liability Insurance is offered. The insurance covers you in your capacity as policyholder; together with the co-insured persons in the event that you cause loss or damage to third parties as the result of the operation of your Vessel.



What is insured?

- ✓ Legal liability resulting from ownership and use of the insured vessel based on statutory liability provisions.
- ✓ The cover extends to liability arising from the use of the Vessel's dinghies and carrying out sports using water sports equipment and diving gear belonging to the Vessel provided that this happens in connection with the use of the Vessel.

What is the insured sum?

- ✓ The sum insured is agreed with you in the insurance contract.



What is not insured?

- ✗ Liability claims made by the Policyholder or the owner against co-insured persons for property damage or financial loss.
- ✗ Liability claims arising from loss events which occur whilst the Vessel is used in motor boat races.
- ✗ Liabilities assumed under contract.



Where am I covered?

- ✓ Insurance cover applies within the agreed cruising area.



Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Liability claims arising from loss events which occur whilst the Vessel is operated by a responsible person who does not possess the necessary official licence for operating the Vessel.
- ! Loss or damage occurring whilst the vessel is used for purposes other than sport or pleasure (e.g. bareboat charters or skipper charters).

C. Yacht Personal Accident Insurance

What is this type of insurance?

A Yacht Personal Accident Insurance is offered. In the case of death or permanent disability as a result of an accident occurring in causal connection with steering and use of the vessel named in the policy, this insurance covers certain amounts of money.



What is insured?

- ✓ Accidents in causal connection with steering and use of the vessel named in the policy, or in connection with the use of the vessel's dinghies or water sport equipment.



What is not insured?

- ✗ Accidents due to motorboat races.
- ✗ Abnormal disorders as a result of psychological reactions.
- ✗ Accidents suffered by the insured person whilst he deliberately commits a criminal offence or attempts to commit such an offence.



Where am I covered?

- ✓ Insurance cover includes accidents throughout Europe including the European coastal waters as well as the Turkish Mediterranean coast up to 200 nautical miles each from the coastlines..



Are there any restrictions on cover?

- ! Not all conceivable cases are insured. The following are excluded from insurance cover, for example:
- ! Accidents suffered by crew members appointed for remuneration.
- ! Accidents which are caused either directly or indirectly by acts of war or civil war.

D. Information on all named insurances



What are my obligations?

- You must answer all questions in the application form fully and truthfully.
- It may be necessary to amend the insurance contract if there is any change to the circumstances you disclosed at the start of the contract.
- You must therefore disclose whether and how the circumstances regarding your original information in the application for insurance have changed.
- In the case of a claim, you are subject to certain obligations with which you must comply.
- One such obligation is that you must inform the Insurer of each insured event without delay.
- You are also obliged to take all reasonable measures at your own initiative which are considered appropriate for avoiding and mitigating the loss. If the insurer gives instructions in this regard, then you must follow such instructions.
- You are obliged to provide the Insurer with detailed and accurate loss reports.



When and how do I pay?

Premiums are due two weeks after receipt of the policy schedule and will be debited directly on the first workday following the inception of the policy (direct debit authority or credit card). Should you culpably fail to pay the premium, insurers have the right to withdraw from the insurance contract.



When does the cover start and end?

The insurance cover commences upon payment of the premium, but no earlier than on the day and hour stated in the policy. This contract is effective for one year and is automatically renewed for one more year, unless you or the insurers cancel the contract. From the commencement of the second insurance year on, the insured may cancel the contract of insurance in text form with immediate effect.



How do I cancel the contract?

You or the insurers may terminate the contract at the end of the agreed term (this must be done at least three months prior to expiry of the contract). In addition, you or the insurers may terminate the contract prematurely. This is possible, for example, after the occurrence of an insured event. In this case, the insurance will expire before the end of the agreed period.

Y24-Third Party Liability Conditions

§ 1 COVER

1. The Insurer grants coverage to the Insured and to the co-insured persons in the event that a third party asserts a legal liability claim for personal injury, property or pecuniary damages incurred in the context of the ownership and use of the vessel designated in the schedule. This insurance particularly includes: legal liability arising out of the ownership or use of tenders, water sport and diving equipment used in connection with the vessel, legal liability arising from the towing of water-skiers and para sailors, legal liability for the direct or indirect consequences of alterations in the physical, chemical or biological quality of waters including ground water (water pollution), whereby pecuniary damages resulting from water pollution are deemed to be property damages, legal liability for damages to contractors and workers incurred whilst carrying out work on the vessel.

2. Co-insured persons are:

a) the owner (if not the Insured)

b) the skipper and crew members, as well as any other person who is a guest on board of the vessel with the consent of the owner or Insured,

c) any person who with the consent of the owner or Insured uses, in connection with the vessel, a tender, water sport or diving equipment belonging to the vessel,

d) water-skiers and para sailors being towed by the vessel or her tenders; this coverage, however, will only apply as far as this risk is not covered by another insurance (subsidiary coverage).

§ 2 SCOPE OF COVER

The insurance cover is effective within European Inland waterways and up to 200 nautical miles from the shoreline of European Coastal and Turkish Mediterranean waters.

§ 3 EXTENT OF COVER

1. It is the Insurer's duty to examine the liability claim and to pay compensatory payment which the Insured or co-persons are obliged to perform on account of an acknowledgement given or approved by the Insurer, a compromise made by the Insurer or a judicial decision. Furthermore, it is the Insurer's duty to pursue the defence of unfounded claims.

2. The Insurer is authorised to settle and/or defend claims as defined in § 3.1 on behalf of the Insured or co-insured persons. If the insured person prevents the termination of a liability claim dispute which the Insurer wishes to settle by means of acknowledgement, payment or compromise, the Insurer is not liable for the resulting additional expenditure concerning the main issue, interests and costs.

3. The maximum compensatory payment granted by the Insurer for each claim event are the sums insured noted in the schedule. A series of claims arising out of one cause and time period is deemed to be one claim event. The Insurer's expenditure for costs, including costs and expenses for avoiding or reducing the claim, will not be deducted as compensatory payment from the sums insured. The total amount of compensatory payment for all claim events in any one policy year is limited to the sums insured noted in the policy.

4. The following special provision applies to all liability claims which are asserted under American or Canadian law, irrespective of the place of jurisdiction:

In such a situation pecuniary damages are not covered.

For personal injury and/or property damage, the limit of indemnity that is shown in the policy document will be reduced to USD 500,000.00.

By express prior agreement, this reduced limit of indemnity can be set higher. However, in such a situation, expenditure paid by the insurer for the cost – as a departure from § 3 no. 3 – will be set off as benefits against the relevant limits of indemnity, i.e. even if the costs have been incurred on the insurer's instructions. /

If expressly agreed in advance, the special sums insured noted above can be increased. In such a case, however, contrary to § 3.3, the Insurer's expenditure for costs will be deducted as compensatory payment from the agreed sums insured, even if such costs are incurred due to Insurer's instructions.

§ 4 EXCLUSIONS

Excluded from the insurance are:

1. Liability claims arising from loss events occurring whilst the vessel is being used other than for sport or pleasure (e. g. use of the vessel in bare-boat charter / skipper charter);

2. Liability claims if, at the time of the event giving rise to liability, the vessel is

a) operated by a person who does not possess the necessary license required by the relevant authorities, whereby the Insurer's duty towards the other insured persons continues if the Insured or owner had reasonable grounds to believe that the operator of the vessel had the relevant license or if an unauthorised person operated the vessel;

b) participating in or training for motor boat races which are solely concerned with achieving high speeds;

Optional: With Cover Racing

c) being used for racing.

3. Liability claims arising from the use of diving equipment, if the person using such equipment is not in possession of a recognised qualification and/or license.

4. Liability claims of the Insured or owner against co insured persons for property damage or financial loss.

5. Liability claims between co-insured persons for property damage. The same applies to liability claims asserted by co-insured persons against the Insurer or owner.

6. Liability claims if these exceed the scope of statutory liability on the basis of contractual or separate agreements or claims arising on the basis of a contract (e.g. relating to the performance of contracts). This also applies if the claims arising from the contract are governed by statute (e.g. the compensation of financial losses resulting from delay in performance, rescission or reduction).

7. Liability claims for compensation of a penalty nature, particularly Punitive Damages.

8. Liability claims arising from water pollution as defined in § 1 I. No.1, if such water pollution is caused by the emission or discharge of harmful substances into waters or any other deliberate actions affecting waters, the dripping or draining of oil or other liquids from tank filler-caps, filling gears or the vessel's and tender's machinery during their operation, the intentional contravention of water protection laws, regulations or official directives, as well as war, civil commotion or disturbances, acts decreed by public authorities or earthquake.

9. Any insurance claims for damage arising out of intentional acts or omissions of the Insured or any co-insured person.

Y24-Third Party Liability Conditions

§ 5 LEGAL STATUS OF THE PERSONS PARTICIPATING IN THE CONTRACT

1. Only the Insured is entitled to exercise the rights of the coinsured persons.
2. The obligations of the Insured defined in these clauses also apply equally to the co-insured persons (§ 1 No 2). The Insured as well as the co-insured persons are responsible for fulfilling the obligations.

§ 6 OBLIGATIONS IN THE CASE OF AN INSURED EVENT

1. An insured event is an occurrence which could result in a liability claim covered under this contract.
2. The Policyholder is obliged to notify the Insurer without delay of every loss event which could give rise to a liability claim under this Third Party Liability Insurance.
3. The Insured is obliged to take all such measures considered appropriate and reasonable to avoid or reduce the claim and to comply with any instructions given by the Insurer.
4. The Insured is obliged to provide the Insurer with detailed and true reports regarding the circumstances of the insured event. Upon demand, the Insured is further obliged to provide the Insurer with any information which the Insurer deems necessary to clarify the merits of the claim and the extent of his obligation to perform.
5. In the case of litigation regarding the liability claim, the Insured is obliged to entrust the Insurer with the conduct of the case.

6. If any contractual obligation is intentionally breached, the Policyholder shall lose his insurance cover.

In the event of a breach of the obligation due to gross negligence, the Insurer shall be entitled to reduce its benefit in proportion to the severity of the Policyholder's negligence. If the Policyholder can establish that he did not breach the obligation by means of gross negligence, he shall retain his insurance cover. The Policyholder shall also retain insurance cover if he can establish that the breach of the obligation did not cause either the occurrence or the ascertainment of the insured event or the ascertainment or extent of the benefit owed by the Insurer. This does not apply if the Policyholder has breached the obligation fraudulently.

Any breach caused without fault or caused by simple negligence does not affect the Insurer's duty to provide benefit.

§ 7 INCEPTION OF COVER

The insurance will commence when the premium (or the first instalment if the Insurers agree in writing to accept payment of the annual premium by instalments) is paid, but, at the earliest, at the time specified in the schedule.

§ 8 DURATION OF THE CONTRACT, CANCELLATION

1. This contract is effective for one year and is automatically renewed annually unless notice of cancellation has been given in writing by either party at least one month prior to the renewal date. From the commencement of the second insurance year, the policyholder can cancel the contract in writing at any time, with immediate effect.
2. If the vessel is transferred to new ownership, this contract will terminate on the date of transfer. The Insured will immediately notify the Insurer of the actual date of transfer, enclosing a copy of the contract of sale, so that any refund of premium may be calculated. The new owner, insofar as he does not object, is granted provisional cover under the terms and conditions of this contract for a period of one month following the date of transfer. The purchase price stated in the contract of sale or the sum insured stated in the schedule, whichever is the lower, will be the agreed sum insured during the period of provisional cover.

§ 9 NOTICES, DECLARATORY ACTS

All statements and declaratory acts by the Insured within the framework of this contract shall be deemed legally executed to the Insurer when made to YACHTING24.

§ 10 SANCTION CLAUSE

The Insurer shall not provide any insurance cover or other benefits if this would result in the Insurer being subject to sanctions, prohibitions or restrictions in accordance with valid economic or trade sanctions.

§ 11 GENERAL CONDITIONS

1. Payments by the Insurer and Insured will be made in the currency of the sum insured and premium noted in the schedule. This also applies if the covered liability claim has to be paid to the claimant in another currency.
2. These conditions are a translation of the German original. Whenever in doubt or in case of any differences, the German original version shall prevail and be the legal standard.
3. The right to indemnity shall not be assigned or pledged without the Insurers consent. An assignment to the damaged third party is permitted.
4. If the contract is placed with more than one Insurer, each Insurer is liable only for his share under this contract, i.e. there shall be no joint liability. Any agreement between the Leading Insurer and the Insured is binding for all other participating Insurers. The Leading Insurer is authorised by the participating insurers to conduct all lawsuits including with respect to their shares as Claimant or Defendant. A legal judgement that has been given against or in favour of the Leading Insurer will, therefore, be recognised by the participating insurers as being binding upon them, also.
5. This contract is governed by German Law, in particular by the German Insurance Act (VVG).

**Optional: The following condition clause will only apply if the cover in question is valid*

**Either / Or: Depending on the cover, only one of the two clauses will come into force.*