

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 vessels 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.

§1 INSURED PROPERTY

The insurance is in respect of the vessel designated in the schedule, her components and equipment, including machinery and dinghies, fixtures and fittings and accessories.

Optional*: "PERSONAL EFFECTS" COVER

Personal effects are also insured up to the sum insured specified in the schedule

Optional*: "Trailer" Cover

The trailer and/or launching trolley of the boat is also insured up to the sum insured specified in the schedule.

§ 2 SCOPE OF COVER

1. The insurance is effective within the cruising area specified in the schedule. The cover includes any customary stay out of the water, e. g. at winter storage or shipyards including hauling out and launching.
2. Transport is covered as per § 4.

§ 3 INSURED RISKS

1. The insurance covers physical loss of or damage to the insured property arising out of stranding, sudden inrush of water, sinking, grounding as well as breakage, bending or distortion of masts, booms and spars, breakage of standing or running rigging, external accident, fire, scorching, smouldering, short-circuit, lightning, explosion, Acts of God (force majeure), burglary, robbery, piracy, theft of the vessel, malicious acts (e. g. vandalism) and collision with any fixed or floating object.
2. The insurance also covers theft of objects properly secured on deck or securely attached to the vessel. Theft of outboard motors is covered provided they are fastened to the vessel with a suitable anti-theft device.

Optional*: "Trailer" Cover

3. Trailers and/or launching trolleys are only insured against the following risks:

Actual total loss/constructive total loss or destruction caused by fire, lightning strike, explosion, theft of the trailer/launching trolley, or force majeure, or by an accident sustained by the towing vehicle. Notwithstanding §7, an excess of 200 € per loss event will be applied for every claim.

§ 4 TRANSPORTATION OF THE INSURED PROPERTY

Either**: "TRANSPORTATION RISKS STANDARD" COVER

The insurance covers transportation by land of the Insured Property from its berth or mooring to its winter storage location and back, up to a one-way distance of 30km (25 miles), provided that the means of transportation is suitable. Loose objects are covered against theft only if they are locked in a storage compartment or otherwise suitably secured.

OR**: "TRANSPORTATION RISKS EXTENDED" COVER

Land transport, as well as river and ferry transport of the vessel on a trailer, is covered within Europe, or within the wider cruising area specified in the schedule, provided that the means of transportation is suitable and the insured property is properly loaded and secured. Loose objects are covered

against theft only if they are locked in a storage compartment or otherwise suitably secured.

§ 5 SALVAGE, WRECK REMOVAL COSTS AND OTHER EXPENSES

1. The Insurer will reimburse reasonable salvage costs as well as other expenses incurred by the Insured to avoid or reduce a claim (§ 10.2), regardless of the measures taken being successful or not. Furthermore, reasonable wreck removal and disposal costs are covered.

Either**: "WRECK REMOVAL COSTS "STANDARD" COVER

2. Indemnity will be paid for wreck removal costs under § 5 in addition to the indemnity in accordance with § 9, but up to a maximum of the sum insured.

OR**: "WRECK REMOVAL COSTS "EXTENDED" COVER

2. Unlimited indemnity will be paid for wreck removal costs under § 5 in addition to the indemnity in accordance with § 9.

§ 6 EXCLUSIONS

The insurance does not cover:

1. Loss or damage sustained 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. The Insurer shall not be obliged to make any payment if the Insured Party wilfully induces the insured event. If the insured event occurs as a result of gross negligence, the Insurer shall be entitled to reduce the amount paid out according to the degree of negligence;
3. Loss or damage arising out of wear and tear, age, corrosion, osmosis, electrolysis;
4. Loss or damage arising out of faulty construction, faulty manufacture, faulty materials. This exclusion applies only to the defective part(s); loss or damage to the other parts of the insured objects caused by faulty construction, faulty manufacture, faulty materials are insured within the framework of these conditions.
5. Loss or damage caused by
 - war, civil war or warlike occurrences as well as the presence of any kind of weapons of war brought about by war, civil war or warlike occurrences,
 - hostile use of weapons of war, no matter if the use may be coherent with war, civil war or warlike occurrences,
 - use of chemical, biological, bio-chemical substances or electromagnetic waves as weapons as well as use of any kind of electronic systems as a means for inflicting harm,
 - terrorism and political acts of violence irrespective of the quantity of persons involved,
 - riot, civil commotions, strike, lockout and labour disturbances,
 - seizure, restraint or any other intervention by or under the order of the government,
 - nuclear energy or radioactivity;
6. consequential loss or damages (e.g. reduced racing performance, depreciation, loss of use, loss of income),
7. cash, valuables, jewellery, fine art objects and antiques.

Optional*: WITH "RACING" COVER

8. Loss or damage caused by participation in a race.

§ 7 DEDUCTIBLE

The deductible stated in the schedule will apply to every claim.

§ 8 INSURED VALUE

1. For the first 3 years of the period of the contract, the insured value will be the replacement value that has been set down as a fixed value for the sums insured mentioned in the schedule document. For the remainder of the contract, the insured value will be the current market value.

2. The Insurer cannot argue under-insurance.

§ 9 AMOUNT OF INDEMNITY

1. In the event of an actual total loss or constructive total loss (costs of reinstatement exceed the sum insured) the sum insured (in accordance with § 8.1) will be paid.

Either:**WithDeductions for "NEW FOR OLD"

2. If a part of the Insured Property suffers partial loss or damage, indemnity will be paid for the necessary materials and labour costs as follows:

- up to 3 years old, no "new for old" deductions,
- after 3 years, a deduction will be made of 20%,
- after 5 years, a deduction will be made of 35%
- after 10 years, a deduction will be made of 50%.

The cost of transport to the nearest appropriate repair facility will be refunded without any deduction.

Or:**WithoutDeductions for "NEW FOR OLD"

2. Claims for partial loss or damage will be settled on the basis of the fair and reasonable costs of repair or replacement without any deduction "new for old". The costs of transporting the Insured Property to and from the repair yard will be reimbursed in the same manner as the costs of repair.

3. The Insurer is entitled to deduct from any claim settlement under § 9.1 and § 9.2 the realisable market value of any remaining items. The Insured cannot avoid this deduction by abandoning these remaining items to the Insurer.

4. Value added tax shall only be reimbursed if and insofar as this is incurred when rectifying damage in the chosen way. Value added tax shall not be reimbursed in any event if the right to the deduction of input tax exists.

§ 10 OBLIGATIONS IN THE CASE OF AN INSURED EVENT

1. The Insured is obliged to notify the Insurer without delay of every loss of or damage to the insured property.

In the case of fire, explosion, theft, burglary, vandalism, robbery, piracy as well as misappropriation or fraudulent appropriation, a statement must be filed at the nearest police station without delay.

2. 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.

3. 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.

4. 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.

§ 11 CLAIM SETTLEMENT

1. The Insurer will proceed without delay with all necessary inquiries to clarify the merits of the claim and the extent of his obligation to perform.

2. In the event of theft, burglary, robbery as well as misappropriation or fraudulent appropriation, the Insurer is not obliged to settle claims until two months have elapsed from the date of notification. If any item is recovered, the Insured is obliged to take it back only if the period between the date the claim was notified and the date the Insured is in the situation to get the item back at his disposal does not exceed four months.

3. If, in the context of a claim, any legal authorities commence an investigation and/or prosecution against the Insured, the Insurer is entitled to await the outcome before determining his obligation to perform.

§ 12 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.

§ 13 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.

§ 14 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.

§ 15 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.

§ 16 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.

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 benefits under this contract may not be assigned to third parties without the Insurer's express agreement in writing.

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. The 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.