



## Specific YACHT-POOL terms and risk descriptions for private (hobby) skipper for EU citizens

### SKIPPER'S LIABILITY INSURANCE

Specific YACHT-POOL terms and risk descriptions for chartered water-sport craft *valid for EU citizens* 1306AT-SK

#### 1. Description of risk

1.1 The insurance shall cover the legal liability of the policy holder arising from the ownership and use of chartered *recreational* craft for private purposes, in accordance with the General Terms for Liability Insurance and the specific conditions below.

1.2 All person legally present on board and listed in crew list (skipper and crew members) shall be insured

1.3 The insured amount is maximized once a year.

#### 2. Co-insurance

2.1 The insurance shall also co-insure the liability-risk of each of the policy-holder's crew members. Legitimate liability claims of crew members against one another in cases of personal injury and property damage shall also be included in the scope of this contract, insofar as they exceed 150 Euro per loss event.

2.2 Gross negligence Damage to the used yacht (including equipment and appurtenances, such as a dinghy and outboard motor) arising **only** from gross negligence shall be covered to a third party based on a legal judgment or a settlement expressly agreed by the insurer. In this context, the policy holder shall be responsible for a co-payment of minimum 2,550,- Euro and maximum the paid deposit.

Property damages of the ship from gross negligence are insured by maximum € 1.0 Mio per year.

2.3 Specifically included in coverage: claims by the crew members against the policy holder.

2.4 Included in coverage: legal liability involving the towing of water-skiers.

2.5 Included in coverage: legal liability involving the use of a dinghy which belongs to a chartered yacht.

2.6 Included in coverage: financial losses arising from an insured personal- injury event. The coverage shall amount to 51,200 per loss-event, and shall be limited to a total benefit of 102,400 Euro for all insured events within one insurance year.

2.7 Insured are also legal charges for false liability claims.

#### 3. Not covered

3.1 Personal liability of water-skiers.

3.2 Liability from losses due to participation in motorboat races or in practice runs associated therewith.

3.3 Damage to the chartered yacht, including all equipment, dinghies or other appurtenances, insofar as these are not co-insured under section 2.2 (e.g. losses not due to gross negligence). **This therefore means that damages to the chartered yacht by slight negligence are not covered.** In other words only through **gross negligence caused damages** to the chartered yacht are insured. This does not affect any damages which are not on the chartered yacht itself culpably caused, but to third parties, e.g. damage to a boat or other person (e.g. crew member). Because it does not raise the question on damages to third parties of whether it was gross negligence or it was slight negligence.

3.4 Damage to the engine, insofar as it is caused by improper operation.



3.5 Damage arising from illegal acts (customs fraud, drug abuse, alcohol abuse etc.).

3.6 Training trips or convictions trips, if it not agreed by us through our policy.

3.7 No reimbursement for damage to eyeglasses, mobile phones, laptop computers, photos or cameras.

3.8. No reimbursement for liability claims by dependants or life partners who share a household with the policy holder and/or members of the crew.

3.9 This insurance is not valid for skippers, which are business skippers and earn money or get other non-cash benefits for commanding the boat. Coverage for business skipper is only possible with a special application form and its terms and conditions.

#### 4. Subsidiary

4.1. Other existing insurance policies, particularly water-sports liability policies, take precedence over this one.

#### 5. Special terms

5.1 Operating permit If an official permit is required to operate a given water-sports craft and the operator responsible for the craft does not possess such a valid permit at the time a loss occurs, then the insurer shall be released ( or partly released) from paying the insurance benefit.

#### 6. Collision damage

6.1 Excluded from coverage: liability claims arising from damage to water-sports craft and other floating or stationary objects caused by collision or faulty navigation, if and insofar a hull-insurer is obligated to make a reimbursement.

#### 7. Damages abroad

7.1 Legal liability from loss-events anywhere in the world shall be covered, except for U.S.A., Australia and Canada ( if there is no other specific agreement fixed with insurer written in the policy) The insurer shall pay out all benefits in Euro. The insurer's obligation shall be deemed performed once payment instructions for the Euro-denominated sum have been given to a domestic financial institution. The contractual relationship shall be governed by Austrian law.

7.2 If a water-sports craft is temporarily impounded in a foreign port, any necessary security bond or other deposit of funds shall be the exclusive responsibility of the policy holder.

#### 8. Damage to bodies of water

8.1 Covered in the scope of the contract (and with financial losses handled as property damage): The legal liability of the policy holder for direct or indirect consequences of modifications to the physical, chemical or biological composition of bodies of water, including ground water (ground-water damage). The following specific types of damage to bodies of water shall be excluded, however:

8.2 Damage caused by the introduction or discharge of materials harmful to water into bodies of water, or through other intentional interaction with bodies of water. This even applies when the said introduction or discharge is required for the protection of other legal interests.

8.3 Damage caused by dripping or run-off of oil or other liquids from tank seals, fuelling facilities or from machinery of the vessel.

8.4 Excluded from coverage: liability claims against persons (policy holder or any co-insured person) who caused a loss by intentionally deviating from the laws which protect bodies of water, from public ordinances or from official orders or directives given to the policy holder.

8.5 Excluded from coverage: Liability claims due to losses arising directly or indirectly from war or other acts of hostility, civil strife, riots or general strikes (throughout the Federal Republic of Germany or one of its states). Also, liability claims directly due to actions or instructions of a higher authority. The same shall apply to losses due to force majeure, insofar as forces of nature were at work.

9.: Austrian insurance Contract Act is valid. The Austrian law is valid.