



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

CHARTER CANCELLATION-COSTS INSURANCE

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

1. SCOPE OF INSURANCE

1.1 The insurer shall reimburse the following:

1.2 Charter-cancellation costs owed by the insured to the charter company or some other party in connection with the charter contact.

1.3 Verifiable extra costs of the insured for return-travel home when the trip is interrupted, as well as other extra costs which are a direct result, provided that arrival and departure have been included in the insurance agreement.

This also applies to any subsequent return. With respect to the reimbursement of these costs, the type and category of transport, lodging and meals shall be

geared to the quality of the services which had been booked for the charter. If return travel by air should be necessary and this deviates from the travel plans originally

booked, then only the costs for an economy-class seat shall be paid. Not covered shall be medical expenses or costs for travel companions or assistants, nor

costs for the transport home of a deceased person.

1.4 The insurer shall be obligated to provide benefits in the context of section 1 if, in one of the serious cases given below, one could reasonably expect the insured to

be unfit to travel or if it would be unreasonable to expect the insured to begin or end a trip as originally planned:

1.5 In case of the death, a serious accident, or a serious, unexpected illness of the insured, his spouse, his children, parents, siblings, grandparents, grandchildren, inlaws, or – if the trip was booked for two people – of the travel companion, provided this person is similarly insured.

1.6 In case of an inability to tolerate a vaccine on the part of the insured, or – if the insured is not travelling alone – on the part of his/her spouse, under-aged children

or brothers/sisters, as well as on the part of parents of an under- aged insured person. This applies only insofar as any such related persons are also insured.

1.7 In case of damage to the property of the insured or – if the insured is not travelling alone – the property of one of the related (and likewise insured) persons

described in section 1.6. This shall apply to damage from fire, natural occurrences or intentional criminal acts by third parties, insofar as the damage is significant in relation the assets and financial situation of the insured, or insofar as the insured's

presence is required to determine the extent of the damage.

2. EXCLUSIONS

2.1 The insurer shall not be liable for the following:

2.2 For the perils of war, civil war or warlike events, and for those which, regardless of whether a state of war exists or not, result from the hostile use of military hardware or from the presence of military hardware. Also, for perils resulting from political violence, uprising or other civil strife, or from nuclear energy.

2.3 The insurer shall be released from his obligation to provide benefits if the loss-event in question could be reasonably foreseen by the policy holder / insured at the time the policy was concluded, or if the loss-event was caused by either the intentional or grossly negligent conduct of the policy holder / insured.

2.4 Also not covered: cancellations due to pregnancy or any of the complications and illnesses associated therewith.

3. INSURANCE VALUE, INSURED SUM, CO-PAYMENT

3.1 The insured sum shall correspond to the entire stated price of the trip (insurance value). The costs for services not included therein (e.g. extra activities) shall also be deemed covered provided they are included in the insured sum. The insurer shall be liable up to the level of the insured sum minus any co-payment. If the verifiable, extra costs for return travel home should exceed the insurance value, then the insurer



shall also reimburse the excess amount, subject to the deduction of the any co-payment.

3.2 The insured must make a co-payment for each loss-event. Insofar as not otherwise agreed, this co-payment shall be fixed at 20 percent.

4. OBLIGATIONS OF THE POLICY HOLDER/ INSURED INREGARD TO LOSS EVENTS

The policy holder/insured shall be obligated to do the following:

4.1 To inform YACHT-POOL of the occurrence of a loss-event without delay and to concomitantly cancel the trip/tour with the booking company or, if the trip has already begun, with the tour organizer.

4.2 To provide YACHT-POOL with all pertinent information requested and to provide all necessary proofs and records, specifically doctor's attestations in regard to illnesses, accidents, or inability to tolerate a vaccine.

4.3 To release doctors from their duty to maintain confidentiality with respect to a loss-event, insofar as requested to do so by the insurer and insofar such a request can be fulfilled in a legally valid manner.

4.4 If the policy holder/insured breaches one of the above obligations, the insurer shall be released from having to provide benefits, unless said breach was caused neither by intentional conduct nor by gross negligence. If the breach was in fact due to gross negligence, the insurer shall nonetheless remain obligated to provide benefits insofar as said breach affects neither the determination nor the scope of the

benefits which the insurer must provide.

5. GROUPS OF PERSONS (CREW)

In the context of 1.1, the insurer is also obligated to provide benefits when the risks described in sections 1.5 to 1.7 have become relevant to the group of persons designated in the insurance policy (the crew).

When a loss-event occurs, the crew manifest which lists the crew by name and which was submitted to the agency must be presented.

6. LOSS OF THE SKIPPER

The insurer shall reimburse the following:

6.1 Cancellation costs contractually owed to the charter company by the insured and arising from the non-use of the yacht due to one of the serious reasons listed in sections 1.5 to 1.7.

6.2 The unused portion of the charter costs when a trip is prematurely interrupted due to one of the serious reasons listed in section 1.5 to 1.7, insofar as a continuation of the charter trip was not possible. This rule shall only apply when the interruption was caused by the loss of the skipper and no substitute skipper could be found.

6.3 The unused portion of the charter costs when a trip (cancellation of the crew-member) is prematurely interrupted due to one of the serious reasons listed in section 1.5 to 1.7. The line is being calculated by the quota or the real individual-related costs with the crew-list, which is deposited by the charter-company or YACHT-POOL.

7. PAYOUT OF REIMBURSEMENTS

Once the specific benefits which the insurer is obligated to provide have been definitively justified and quantified, the reimbursement(s) must be paid out within two weeks' time.

8. Austrian insurance Contract Act is valid. Place of jurisdiction is Salzburg/Austria. The Austrian law is valid.