



YACHT POOL

CONDITIONS FOR THE HULL INSURANCE

Special-Conditions A/06 E A

ALL RISK COVER

1. INSURANCE SUBJECT

The yacht or the boat is insured with all the fixed built-in parts, including the motor aggregate, machine devices, the technical and nautical equipment and accessories. (As far as there are no additional agreements made.)

The lifeboat, auxiliary boats, auxiliary outboard motors, trailers for the transport of boats and personal movables are insured if it is separately quoted by the application. Technical and nautical objects of equipment (which are not fixed) and/or personal effects are insured. If their value is above € 500,- (five hundred) they should be listed separately. Not insured are: TV sets and video devices which are not securely built-in, cameras and camcorders, musical instruments, cellular phones, as well as money, securities, paintings, antiques, jewelry, furs and other valuable objects and entertainment devices.

1.3. The policyholder should immediately report of any changes/substitutions on the yacht: the increase of parts of the yacht or changes/substitutions of equipment. If this has been reported in time all the changes/substitutions done will automatically be insured in the insurance-sum of the insurance.

2. VALIDITY FIELD

2.1. The insurance policy is valid for the navigation area that is stated in the policy.

2.2. The insurance policy is also valid for all the usual dwelling of the boat or yacht out of the sea, including taking the boat out on the shore and landing again.

2.3. The inventory, accessories and equipment are insured even out of the yacht, if they are stored in a closed and locked premise.

3. EXTENT OF THE INSURANCE

3.1. All Risk Cover

The objects declared in the insurance policy are insured against all the possible damages and losses, if not excluded under paragraph 4. or limited by the bylaws of some other paragraphs of these conditions.

According to this, they are insured for example also against:

- collision, stranding and sinking
- crashing and breaking of masts and sails tearing
- vis major like tempests and thunderbolt
- fires and burns
- damages resulting from hostile acts of third parties, thefts and vandalism
- social disorders, strikes, riots and robberies

If the policy also includes “charter (bareboatcharter/skippercharter) and misappropriation “, this risk is insured as well.

3.2. Transport and storage

The risks occurring when the yacht is on the crane, drawers, on the dock and shipyard, during the winter storage as well as during the road transport with a trailer suitable for that purpose inside Europe, are also covered by the insurance.

3.3. Regatta risk

The regatta risk is also covered by the insurance.

3.4. Costs for decreasing the damage

The costs for removing and decreasing the damage, if considered to be necessary by the policyholder, are **additionally** covered up to 10 % above the insured value.

3.5. Costs of removal and preclusion of the wreck

The costs for officially ordered extrication, removal and/or preclusion of the wreck, when the yacht was damaged caused by one of the insured events, are insured up to the amount of the insured value. Those costs are paid **additionally** up to a maximum of €1 million.

3.6. Damage on the machines and personal assets

The damages caused by water breakthrough into the boat or yacht, tumbling, stranding, sinking, vis major, theft, explosion, fire and hostile activities of persons not authorized by insurance are covered against: machining devices, technical and nautical equipment and personal property. Damages caused by material or construction are (in difference to paragraph 3.8.) not covered. Propellers are covered against all risks (see a. m. paragraph 3.1.).

3.7. Boat trailer

The eventually insured boat trailer is covered by damages occurring through: traffic accident, fire, lightning strike, explosion, vis major and theft, if it is protected with a lock or similar device. Damages caused by faults of material or construction (in difference to paragraph 3.8.) are not covered.

3.8. Circumstantial damages

Coverage is also for circumstantial damages, which might have occurred, caused by construction and material defects with technical and nautical equipment, except the insurer proves insurant's rough fault, f. i. maintenance and service were done

negligent. Damages by construction and/or material defects on the concerned parts are excluded.

3.9. Outboard engines

Outboard engines are insured, if their data correspond with the description in the offer and policy against fall into the sea or theft, if they are correctly fixed and safeguarded.

4. EXCEPTIONS OF INSURANCE COVERAGE

4.1. Damages caused by intentional and/or harsh carelessness by the policyholder, skipper, the crew and/or fellow travellers.

4.2. Damages caused by the common weather influence (for example: frost, ice, water freezing in the system for engine cooling, sun, heat, rain, snow), and damages caused by oxidation, corrosion, rust, cavitation, osmosis, worn out condition, rottenness, pest and similar, caused by usual usage.

4.3. Damages caused by misplacement or fall into the sea of all kinds of objects and theft of the non-fixed parts which are not stored on the adequate place or not situated in the covered and closed boat or yacht.

4.4. Damages and impairments on the engine devices, technical and nautical equipment that occurred as the consequence of the incorrect or insufficient maintenance (motor damages) and damages (in difference of paragraph 3.8.) because of faults of construction and material.

4.5. Damages caused by theft of the outboard motors, which are not safeguarded according to paragraph 3.9.

4.6. Damages caused by confiscation or interference of the state authorities, violent political acts, war, civil war or war similar events, mines, torpedoes, bombs or other arms, construction of authorities and terroristic acts.

4.7. Damages according to using chemical, biological, biochemical substances or electromagnetical weapons independent of other causes, as well as damages caused by radioactivity or other ionising rays.

4.8. Damages on people and animals.

4.9. Indirect damages (decreased value, damages invoked by incapability for the race etc.).

4.10. Damages caused by theft of the insured yacht or boat on the uninsured trailer not secured by lock or similar device.

4.11. Damages that exceed the total insured value. Costs for decreasing, removal and perclusion of the wreck are not concerned according to the paragraphs 3.4. and 3.5. of those conditions.

4.12. Damages that occur during the participation in races of the motorboats or motoryachts or during test-drives for races.

4.13. Damages caused by fire or explosion, if the yacht is not equipped by the fire extinction devices.

4.14. Damages that occurred when a skipper of the insured boat or yacht does not possess a driver's licence for a boat or yacht, if this is officially stipulated.

4.15. Damages because of misappropriation, if it is not stated in the policy.

4.16. Damages occurring on the yacht that is chartered (with skipper or without skipper) and charter is not explicitly insured in the insurance policy

5. INSURED VALUE = FIXED VALUE

In the insurance policy the insured value of the boat or yacht (equipment and accessories included) must be adequate to the market value. In that case the insured value is worth the "fixed value", so in case of total loss of

the property, the amount paid is completely adequate to the declared value.

The value of the remnant or the amount agreed in the case of the sale of the remnant is deduced from that value.

The objection of underinsurance is excluded.

6. FRANCHISE (excess, deductible)

The franchise stated in the policy is valid for any case of damage and the total loss of the insured boat or yacht.

In case of damages caused by the collision done by other boats, damages done by fire caused by third parties, only one third of the insured franchise will be calculated.

7. INDEMNIFICATION PAYMENT

7.1. The damage is paid in the currency of insurance sum and at least within a period no longer than 14 days after the volume of the final damage is estimated, in case of theft not sooner than two months after the notification of claim.

7.2. The insurer has the authority to postpone the payment, if the police has started a legal procedure against the policyholder due to the damage done.

7.3. In case of total loss of the boat or yacht together with the equipment and accessories, the damage payment is limited by the amount of insured value (fixed value). The costs of the wreck removal and costs of the removal of the appurtenant scrap are paid **additionally** according to paragraph 3.4. and 3.5. of these conditions.

7.4. In case of partial loss, for the damages that occurred on the boats up to 5 years old, the insurer reimburses the costs of the necessary repairing without the deduction "new for old". On the boats older than five years the 1/3 of the value of the necessary repairs is deduced in the name of the depreciation. In case of theft, loss or damage of parts the value necessary for the supply of the new parts is paid according to the

inventory list that is to be made by the policyholder and delivered to the insurer at the time of policy contracting.

7.5. In the above stated cases (paragraphs 7.3. and 7.4.) the final reckoning is deduced for the value of the estimated possible proceeds from the remaining property. The policyholder cannot remove the obligation to calculate the value of the remaining property and its deduction from the total damage calculation, in a manner to make the damaged objects available to the insurer.

The repairing work on the boat or yacht can only start with the permission of the insurer.

8. OBLIGATIONS OF POLICY-HOLDER

8.1. When the insurance is made the policyholder must inform the insurer on all the known circumstances which are important for the cover attachments. If there is no notification, or part of the notification is missing or wrong the insurer is free of the damage payment and has to answer all questions of the insurer correctly.

8.2. During the navigation and all the necessary manipulations with the yacht the policyholder has to respect all the necessary carefulness in order to avoid damages or at least reduce them.

8.3. The policyholder is obliged to report every damage to the insurer immediately and follow all the instructions given by the insurer.

8.4. Damages caused by fire, explosion, breaking into or theft have to be reported immediately to the nearest police station. To the police should be given a list of the stolen objects. If the above-mentioned damages take place abroad, the event should be reported to the police station in the policyholder's place of residence.

8.5. In case of damages caused by collision or caused by third parties (for example the transport company, or shipyard where the

boat is repaired) the policyholder has to trace immediately the conditions under which the damage has occurred and collect the diaries and receipts and handle them to the insurer.

8.6. Before starting with the work of repairing the policyholder has to give the insurer the opportunity to examine the yacht/boat and evaluate the damage, allow the insurer to trace the causes and the amount of damage and if the insurer demands has to give any available information in written form. Moreover the insurer has to receive all the important receipts.

The work of repair must not be started without agreement with the insurer except it has to be done to avoid further damages.

8.7. If there are claims for the damage reimbursement coming from the third parties, the policyholder should cater for all the necessary documentation and acquaint to the insurer all the facts connected to the event.

8.8. The policyholder is not authorized to start any legal processes against the third parties without permission given by the insurer, since those legal processes could influence the insurer's rights and obligations. If such legal processes have started against the policyholder he has to inform the insurer immediately.

8.9. If the policyholder does not follow to his obligation intentionally or by harsh carelessness the insurer can be free of indemnification.

9. LEGAL RELATION TO THE THIRD PARTIES

9.1. The rights given in the policy the policyholder can pass or pledge only with the permission given by the insurer.

9.2. If the policyholder sells the insured boat the address of the new owner has to be given to YACHT-POOL in written form.

10. STIPULATION ON PARTICIPATION, PROCEDURE AND INDEMNIFICATION LEADING

10.1. If the policy includes more than one insurer, then all the insurers are responsible for the indemnification up to their share height as individual debtors.

10.2. Procedure leading and indemnification leading are in the hands of the main insurer who is (first) named in the policy.

10.3. Decisions and rules brought up by the main insurer are obligatory for all the other insurers. The same rule is valid for all the decisions towards the main insurer.

11. CANCELLATION

11.1. If the parties in the agreement wish to cancel the insurance after the indemnification, both parties are authorized to cancel the agreement but not in a period shorter than one month after the indemnification. If the insured party cancels the agreement, the insurer is entitled to keep the whole annual premium. If the insurer cancels the agreement, he is obliged to return premium for the unused period of annual payment, if the one was not employed through paid or open damages.

11.2. If one of the parties does not cancel the agreement on insurance at least three months before its expiration, the agreement is agreeably prolonged for the period of one year, if this is mentioned in this way in the policy.

12. GENERAL COMMISSIONS

12.1. The acting of YACHT-POOL is stated in authority of the leading insurer and therefore for these and eventually for the further insurers definite.

12.2. Payments or expressions of will YACHT-POOL (or a under-agency) receives, are stated as receipt to the leading insurer.

12.3. The premium has to be paid annually in advance und at least 14 days after receiving the insurance as a first-premium or after receiving the bill of prolongation. If the first-premium is not on the account after this date the insurance will be cancelled automatically backdated from the beginning of the temporary coverage.

12.4. If YACHT-POOL does not claim the first-premium by court within 3 months from the beginning of the insurance, it is in the name of the insurer as withdrawal of the insurance.

12.5. YACHT-POOL is free to choose the insurer.

12.6. All the relations and cases not regulated by these conditions will be regulated by the Austrian «Versicherungsvertragsgesetz (Vers.VG)». The German wording alone is binding.

13. BEGINNING OF THE COVERAGE OF INSURANCE

13.1. The coverage of insurance starts with the date written in the insurance under the condition that the premium is paid in time.