



## **YACHT-POOL**

### **CONDITIONS ON THE THIRD PARTY INSURANCE**

#### **1. RISK DESCRIPTION**

##### **1.1. Assured from the risk**

The YACHT-POOL conditions for the third party liability insurance are based upon the „Allgemeine Versicherungsbedingungen für die Haftpflichtversicherung AHB“ for the owner or other beneficiaries of the insured yacht from the third party liabilities concerning damages caused to third parties and are supplemented by the “Special conditions für die Haftpflichtversicherung aus der privaten Benutzung von Wassersportfahrzeugen” agreed by YACHT-POOL and the insurer **for his members exclusively.**

#### **2. SPECIAL CONDITIONS**

**2.1.** The legislative liability resulting from the water-skier tugging and parachute fliers is insured too.

##### **2.2. Damages abroad**

2.2.1. The legal liability from accidents according to the area of navigation is included in the insurance policy. The reimbursement for damage will be paid in the currency of the country in which the damage has occurred if required from the insurant. The insurer's obligation is considered to be fulfilled in the moment when the amount in the above mentioned currency is assigned to the given financial institution.

2.2.2. In case of temporary confiscation of the boat or yacht, the necessary bail is the cost of the policyholder, if not earlier agreed in other way.

##### **2.3. Water pollution damage**

2.3.1. Those damages are insured by encirclement of the agreed defrayment at which the property damages are processed as material damages. The legal compulsory liability of the policy-holder for direct and indirect consequences of the physical, chemical and biological changes of the water quality is assured, the underground waters pollution with an exception of:

2.3.1.1. Feeding or bringing in hazard materials into water and conscious acting on the waters. The given is valid even if feeding or bringing in of the hazardous materials is done with the purpose of rescuing other legal assets.

2.3.1.2. Dripping or leakage of the oil or other liquids from the tank caused by motor operation, appliances for filling up or any engine facilities of the boat.

2.3.1.3. If the policy-holder or co-policy-holder has caused any damage not complying to the law, regulations and authority orders for the water protection, those damage reimbursement claims will be excluded.

2.3.1.4. The claims for the payment of damage which comes out of direct or indirect war circumstances, other enemy acts, mutinies, inland riots, general strikes or directly from the decisions and measures of the higher state authorities are excluded.

2.3.1.4. Damages caused by or connected to any act of terrorism, directly or indirectly, no matter of the presence of any other cause that has simultaneously or consequently contributed to the loss, damage or cost is excluded.

## **2.4. Handling of the inflammable and explosive material**

2.4.1. The damages caused by inappropriate handling or the inflammable or explosive materials on the boat are insured.

## **2.5. Signal gun**

2.7.1. The damages caused by the use of the signal gun on the boat are insured.

## **2.6. Solely property damage**

2.8.1. The solely property damage of the third parties is insured up to the amount of € 25.000,00 (twenty-five thousand Euros) for the insured case and maximally € 50.000,00 (fifty thousand Euros) for the insurance year.

## **2.7. Auxiliary boat**

The auxiliary boat is insured without supplementary premium with the outboard motor up to 10 HP. When the strength of the engine is higher the policy holder is obliged to inform the insurer on the data and strength of the engine. If the auxiliary boat is used for other purposes and not only for transport from the yacht and to the yacht the policy holder has to inform the insurer about that.

## **3. NOT INSURED**

**3.1.** The liability for damages caused by the water-skiers and parachute fliers.

**3.2.** The compulsory liability for the damages that occur during the participation in the motor-boat races or test driving connected to such races.

**3.3.** Clause on the boat leader permission

If there is a legal obligation to possess the permission to drive a boat and the person leading a boat does not have one at the time of the accident, the insurer is free of any liability. In case that the insurer could have supposed the existence of a permission the insurer is not free of its responsibility.

**3.4.** Damages caused by collision or navigation fault

If the claim for the damage payment in case of collision or navigation fault from the policy with comprehensive insurance has already been imposed, then the same demand can not be put for the reimbursement from the compulsory insurance policy.