



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

### **CHARTER DEPOSIT INSURANCE**

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

#### **1. INSURED RISK**

1.1 If the charter company is entitled to make a claim against the insured person(s) for damages to the chartered yacht, then the insurer shall be liable to the extent of the damage incurred, but only up to the coverage limit selected in the application. The copayment per loss-event shall be 5% of the deposit or of the lower claim, but minimum 50 Euro.

1.2 Utilizations-/ relinquishments or other arrangements between charterer and charter company as private persons have to be agreed by the insurance and you have to make an application to YACHT-POOL. It is recommended to use "Yacht - Pool FAIRcharter contract"

1.3 The marked deposit may not be lower than in the charter contract agreed upon.

1.4 The CHARTER DEPOSIT INSURANCE does not release the deposition of the bond at the base.

2. INSURED PERSONS Covered: the skipper as policy holder and all authorised crew as co-insured persons.

#### **3. RULES FOR DAMAGES**

The following must be provided as proof of damage/losses incurred:

- An original bill(s)
- A receipt for payments made
- A detailed description of the how the damage/loss occurred and of its extent. The skipper and the entire crew are to confirm this description with their signatures.
- The charter contract (copy)
- The crew list (copy)

#### **4. EXCLUSIONS**

4.1 The insurer shall be released from his obligation to provide benefits if a loss- event was caused intentionally or through gross negligence. Regatta-related risk shall be excluded, unless otherwise agreed.

4.2 Unless otherwise agreed in the policy, the deposit coverage shall not apply to skippers who organise their own charter tours for profit or who operate the vessel for other monetary benefits.

4.3 Damage to the engine, gearing mechanism and spinnaker shall not be coinsured.

4.4. When returning the yacht, the skipper must obtain confirmation that it was delivered in a problem-free state. Retroactive claims against the deposit shall not be accepted.

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