



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 or paid by the insured to the charter company.
- 1.3. 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:
- 1.4. In case of the death, in the case of serious accident or serious unexpected illness, if hospital treatment is required for at least 2 days of the insured, his spouse, his children, siblings and in case of insured person parent's death.

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 stated price of the charter. The costs for extra services and extra activities are NOT included in insured sum. The insurer shall be liable up to the level of the insured sum minus 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.
- 3.3 The charter cancellation cost insurance shall be concluded at the same time as the charter contract, but not later than 7 days after the charter contract conclusion and at least 30 days prior to the first day of the charter.

4. OBLIGATIONS OF THE POLICY HOLDER/ INSURED IN REGARD 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. LOSS OF THE SKIPPER

The insurer shall reimburse the following:

- 5.1 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 in the case the boat was not given to another client at disposal to another client. (the charter company confirmation is requested).
- 5.2 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, 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.