

With the following information we would like to give you an initial overview of our charter insurances in the name of and on behalf of the participating insurers. Please note: This information is not complete. The complete information results from: Addendums, Policy; the Conditions to the Extended Skipper Liability Insurance, the General Conditions to the Skipper & Crew Insurances, this Information Sheet, Application, Offer, the General Customer Information, Consumer Information and the Data Processing Information Sheet. The information applies in the order in which it is listed, with the one mentioned first taking precedence over the one that follows.

Skipper liability insurance is offered. Alternatively, you can also conclude purely cruise-related package solutions with us (Basic, Top and Platinum with extended skipper liability, deposit and travel cancellation insurance; Platinum package additionally with foreign travel health and accident insurance).

A graphic overview of the contents of the package solutions can be found in the attached insurance conditions.



What is insured?

The term liability refers to the obligation to pay compensation. This obligation arises from individual legal provisions that stipulate that someone who inflicts damage on another person must compensate him accordingly (e.g. claims that arise if you culpably cause another when you enter the port) (Ramming the ship or seriously injuring crew members).

As a rule, every yacht is insured against liability. However, insurance cover and sums are often not sufficient in the event of a claim. In this case, our extended skipper liability is subsequently liable to another existing insurance company or a third party who are obliged to pay compensation. Statutory liability from the private, non-commercial management of chartered / third-party sailing and motor yachts is insured.

Liability insurance is designed to protect you from claims for damages that are made against you. This means that liability insurance will take care of what to do in such a case: the question of whether and to what extent you have an obligation to pay compensation;

- ✔ if yes, the compensation for the damage in cash up to the coverage specified in the policy;
- ✔ if no, the defense against unjustified claims for damages.

If there are legal disputes, liability insurance will take care of the process and bear the costs.

The additional skipper liability also covers:

- ✔ EUR 100,000 for financial loss;
- ✔ EUR 550,000 for damage to the chartered yacht in the event of proven gross negligence - deductible EUR 2,500;
- ✔ EUR 50,000 for seizures in the foreign port;
- ✔ EUR 20,000 for justified claims by the charter company for the loss of a charter as a result of a comprehensive damage (financial loss) - deductible: costs for the first three days of the loss of the charter;
- ✔ 1,000 EUR if the trip is canceled due to damage that makes the return trip impossible due to the yacht's inadequate driving and seaworthiness, for hotel and travel expenses as a basis.



What is not insured?

- ✗ Liability claims that go beyond the scope of statutory liability.
- ✗ Damage you suffer yourself.
- ✗ Damage that is deliberately caused.
- ✗ Liability claims for damages that occur when participating in sailing regattas or motor boat races or during the associated practice trips, unless this is expressly stated in the policy.
- ✗ Damage to own and borrowed property, the managed yacht or property of the insured person or persons living with him/her in the same household.
- ✗ Damage to certain close relatives.
- ✗ Liability claims for damage caused by improper handling of flammable or explosive substances.
- ✗ Driving a watercraft, if an official permit is required and the responsible guide does not have the official permit when the insured event occurs.
- ✗ Damage in connection with valuables (jewelry, watches, furs, cash, credit cards, securities etc.) and electronic devices.

This list is not exhaustive. The complete exclusions can be found in § 2 of the conditions for extended skipper liability insurance.



Are there any restrictions in cover?

The cover applies within the scope of the requested use of sailing yachts or sailing and motor yachts up to 10 meters or over 10 meters of length.

Insurance is limited to driving motor yachts with up to 750 HP and sailing yachts with up to 150 m² of sail area (mainsail and headsail / not spinnaker or gennaker). An extension of these limits can be agreed.



Where am I covered?

The insurance policies are valid worldwide, but for cruise-related insurance policies only for the charter trip specified in the application. Extended Skipper Liability Insurance does not apply to loss events related to the United States and Canada.



What are my obligations?

Certain obligations must be met when the insurance contract is concluded, during the term of the contract and when the insured event occurs.

- When concluding the insurance contract, we inquire in writing or in textual circumstances that are significant to us. Our questions must be answered truthfully and completely.
- Let us know about new risks and changes that have arisen since the contract was signed.
- When the insured event occurs, you are in particular obliged to notify us immediately of the occurrence of the insured event after you or the third party has become aware of the insured event, to provide us with all the information necessary to examine the claim, and to provide documents.

This list is not exhaustive. Further obligations result from the attached insurance conditions.

You can submit your damage report in advance on the EIS hotline +49 30 214082-20, where we can be reached seven days a week and 24 hours in an emergency and quickly and easily by e-mail to claims@eis-insurance.com.

Violating these obligations can have serious consequences for you. Which rights the insurer can exercise depends on which obligations you have violated in the specific case and to what extent you are responsible for this. Under certain conditions, the insurer can e.g. withdraw from the contract, be partially or completely free of performance, terminate the contract, contest fraudulent deception or be entitled to change the contract. Further details can be found in the attached insurance conditions.



When and how do I pay?

The amount of the premium depends on the specific insurance coverage. The premium including insurance tax is payable when the insurance is taken out and results from the application, the policy / supplements and the invoices.

If you do not pay the first premium on time, the insurance coverage usually only begins when we receive the late payment. In addition, the insurer can withdraw from the contract as long as you have not paid the first premium.

If you do not pay one of the following premiums (follow-up premium) in good time for an automatically renewing contract, you endanger your insurance cover. The insurer can also terminate the contract under certain conditions. The legal consequences described do not occur if the payment has been delayed through no fault of your own.



When does the cover start and end?

In the case of package solutions, insurance cover for travel cancellation insurance begins on the date specified in the policy, in travel health insurance with cross-border travel abroad, but at the earliest 24 hours before the start of the charter trip. For all other insurances from a package with the start of the booked charter trip. Please see the policy for the start of insurance coverage for individual insurance. However, insurance coverage does not begin until the premium has been paid in full.

In the case of the package solutions, the insurance cover for travel health insurance abroad ends when the stay abroad ends, but no later than 24 hours after the end of the charter trip. For all other insurances from a package at the end of the booked charter trip. Please refer to the policy for the end of insurance cover for individual insurance. Furthermore, the contract ends in other contractually or legally specified cases.



How do I cancel the contract?

- All trip related skipper & crew insurances as well as annual contracts without the requested automatic extension end automatically at the end of the term.
- Contracts with requested automatic renewal (only annual contracts) for the procedure specified in the policy. The notice of termination must be received no later than three months before the end of the agreed contract period.
- After a premium increase.
- After an insured event occurs.