

EIS European Insurance & Services GmbH
Am Pichelssee 48-50
D-13595 Berlin

Please send us the completed application rapidly and simply via

Fax: +49 (0)30 214082 - 89

E-Mail: antrag@eis-insurance.com

For any question please contact us via

Fon.: +49 (0)30 214082 - 0

E-Mail: germany@eis-insurance.com

Agency number: _____

Application

With this application you can conclude our individual Skipper & Crew insurances as well as combined, more favorable package offers. Further details regarding the scope of insurance can be found in our customer information and terms and conditions for the Skipper & Crew insurances which are part of this application. The concluded insurances are legally independent contracts with different application deadlines and contract periods. In all stated insurance premiums the legal insurance tax is included. Clients who have their residence outside the European Union are forced to pay the respective taxes and fees arising from this contract by their own in their countries. A SEPA direct debit mandate is obligatory. As an alternative you can use the possibility for an online conclusion on our website www.eis-insurance.com. In addition, we charge a one-off policy fee of **EUR 15,00** including the statutory insurance tax on the below-mentioned insurance premiums.

I hereby apply for the conclusion of the following insurances:

Please cross the requested insurance cover.

The following fields marked with a * are mandatory fields and must be filled in.

Policy holder/applicant

1. Surname * _____ 2. Name * _____
3. Street, No. * _____ 4. ZIP, City, Country * _____
5. Date of birth * _____ 6. Nationality * _____
7. E-Mail * _____ 8. Telephone _____

→ Extended Skipper Third-Party Liability Insurance based on the general conditions for the Skipper & Crew insurances and the conditions for the Extended Skipper Third Party Liability Insurance

Covered by the **Extended Skipper Third-Party Liability Insurance** is the legal liability insurance of the insured person as a private, non-commercial, skipper of a chartered foreign sailing and motor yacht. The insurance sum is **3.000.000,- EUR or 6.000.000,- EUR for personal and property damage and additionally 100.000,- EUR for financial losses**. The yacht's liability insurance and fully comprehensive insurance are obliged to perform in advance. So the Skipper Third-Party Liability Insurance is always subsidiary.

Covered are:

Es gelten mitversichert:

- a) Damage to the chartered yacht in case of proven gross negligence up to **550.000,- EUR**
(in case of damage a deductible of 2.500,- is deemed as agreed)
 - b) Liability claims of the entire crew among each other up to **3.000.000,- EUR bzw. 6.000.000,- EUR**
(In case of property damage as far as they exceed 150,- EUR per claim)
 - c) Security deposit in case of seizure in a foreign harbor up to **50.000,- EUR**
 - d) Claims of the yacht owner for charter losses due to a self-inflicted major damage to the yacht up to **20.000,- EUR**
(the costs for the first three days of the charter loss must be partly taken by the policy holder)
 - e) 1.000 EUR for hotel and travel costs to the charter base if the charter trip must be cancelled due to a damage causing an impossible return due to insufficient seaworthiness of the yacht.
9. **Insurance benefit:** Examination of the question if and to what extend there is the obligation to compensate, if yes – the compensation of the damage in money, if no – the rejection of unauthorized claims for damages. If legal action is taken the insurer will lead the process and will also pay the costs.

Start of Insurance _____ 12:00 PM

The insurance contract is firstly concluded for one year. It is renewed tacitly year by year if it is not cancelled in writing three months prior to termination. As an alternative, as far as crossed below, the contract ends with expiration of the minimum contract period.

10. The insurance contract should end automatically after 12 months from the commencement of the contract.

The annual insurance premium including the legal insurance tax is:

Sailing yachts

	3.000.000 EUR*	6.000.000 EUR*
up to 10m lengths	<input type="checkbox"/> 65,- EUR	<input type="checkbox"/> 77,- EUR
over 10m lengths	<input type="checkbox"/> 90,- EUR	<input type="checkbox"/> 110,- EUR

Motor and sailing yachts

	3.000.000 EUR*	6.000.000 EUR*
up to 10m lengths	<input type="checkbox"/> 72,- EUR	<input type="checkbox"/> 88,- EUR
over 10m lengths	<input type="checkbox"/> 115,- EUR	<input type="checkbox"/> 130,- EUR

*general insurance sum for personal and property damage

Charter Deposit Insurance based on the general conditions of the Skipper & Crew insurances and the conditions for the Charter Deposit Insurancesicherung

Covered is the partial or total withhold of the charter deposit by the owner/charterer due to loss or damage at the yacht culpably caused by the policy holder or the crew.

Insurance benefit: The compensation of the damage in money not exceeding the insurance sum. The deductible is 10 % of the deposit however, at least 100,- EUR. If the regatta risk is included the deductible is 15 % of the deposit however, at least 300,- EUR.

Note: Charter deposit insurances with an insurance sum exceeding 15.000 EUR require an individual request.

11. I hereby assign my rights of regulation to the above-mentioned charter base. In case of damage the insurance will pay the compensation directly to the charter base. A reduction of the required deposit is possible through this. The acceptance of the charter base is necessary. This assignment does not replace the conclusion of the Charter Deposit Insurance.

Cover for one charter cruise

12. from _____ 13. Charter base _____
 14. until _____ 15. Name of the yacht _____

(max. 4 weeks; for cruises of more than 4 weeks please choose the one-year cover)

16. _____ EUR Insurance sum (=deposit)

deposit up to 3.000,- EUR x 8% = 17. _____ EUR Premium (Minimum premium: 75,- EUR)

deposit of more than 3.000,- EUR x 7% = 18. _____ EUR Premium (Minimum premium: 75,- EUR)

One-year cover (365 days)

19. Start _____ (Insurance sum: Please state the highest deposit expected for the insurance period)

20. _____ EUR Insurance sum (=deposit)

deposit up to 3.000,- EUR x 15% = 21. _____ EUR Premium (Minimum premium: 100,- EUR)

deposit of more than 3.000,- EUR x 13% = 22. _____ EUR Premium (Minimum premium: 100,- EUR)

Co-insurance of the regatta risk

If the regatta risk is co-insured there will be an addition of 15 % on the above-mentioned premium.

23a. Regatta Name _____ 23. _____ EUR + 15% = 24. _____ EUR Premium (incl. regatta risk)

23b. Boat type _____ above-mentioned premium (without regatta risk)

Travel Cancellation Expenses Insurance incl. losing the skipper based on the general conditions for the Skipper & Crew insurances and the conditions for the Travel Cancellation Expenses Insurance

Covered are all cancellation costs if the charter trip is cancelled as well as all arising additional way-back costs in case of a trip interruption due to death, severe accident, unexpected, severe illness and further risks, less the agreed deductible (at least 100 EUR) within the conditions. The insurance applies for all down-mentioned persons as a group cover in case of losing the skipper. The costs for the arrival and departure are co-insured as far as they were demonstrably considered when calculating the insurance sum. The insurance starts upon the insurer's acceptance of the application and expires with the end of the charter trip.

Condition: The Travel Cancellation Expenses Insurance can only be concluded within 21 days upon receipt of the booking confirmation.

25. Date of the booking confirmation _____
 26. Charter cruise/duration from _____ until _____
 27. Charter base _____ 28. Charter area _____

	Name, Surname	Date of birth	Partial travel price
29. Skipper	_____	_____	_____ EUR
30. Crew member 1	_____	_____	_____ EUR
31. Crew member 2	_____	_____	_____ EUR
32. Crew member 3	_____	_____	_____ EUR
33. Crew member 4	_____	_____	_____ EUR
34. Crew member 5	_____	_____	_____ EUR
35. Crew member 6	_____	_____	_____ EUR
36. Crew member 7	_____	_____	_____ EUR
37. Crew member 8	_____	_____	_____ EUR
38. Crew member 9	_____	_____	_____ EUR
39. Crew member 10	_____	_____	_____ EUR
40. Crew member 11	_____	_____	_____ EUR
			Total travel price: _____ EUR (rounded to 100 EUR)
42. _____			EUR x 4% = 43. _____ EUR
Insurance sum (=Total travel price)			Prämie (Minimum premium: 35,- EUR)

→ **Charter Price Contingency Insurance** based on the general conditions for the Skipper & Crew insurances and the conditions for Charter Price Contingency Insurance

The insurance covers the loss of the legally established entitlement to repayment of the paid charter price of the indicated charter due to non-fulfillment of the service; providing the yacht; by the charter base caused by insolvency of the charter agency and/or charter base. Condition: This Charter Price Contingency Insurance can only be concluded within 21 days upon the receipt of the booking confirmation. **Insurance benefit:** The compensation of the damage in money up to the insurance sum. Furthermore, the insurer pays additional costs for flights and higher charter costs in case of re-bookings up to max. 1.500,- EUR per cruise.

44. Charter cruise / From _____ until _____ 45. Type of yacht _____
 46. Date of the booking confirmation _____
 47. Charter price _____ EUR 48. Agency _____
 Charter base _____
 50. _____ Insurance sum (=Charter price) EUR x 2,1% = 51. _____ Premium (Minimum premium: 50,- EUR) EUR

Charter trips of more than 5.000,- EUR/week or 15.000 EUR/cruise require an individual request.

→ **Skipper & Crew insurance packages – Worry-free package for the next cruise** based on the general conditions for the Skipper & Crew insurances and the conditions for the Ext. Skipper Third-Party Liability Insurance, the Charter Deposit Insurance and Travel Cancellation Expenses Insurance as well as, in addition for the Platinum package, the conditions for the Travel Health Insurance and Accident Insurance

The insurance packages are limited to the insurance cover of a connected charter cruise of up to 6 weeks for the skipper and max. 9 of his/her crew members. The other benefits are similar to the already named single insurances.

Condition: The Skipper & Crew packages can only be concluded within 21 days upon receipt of the booking confirmation.

The packages include the following benefits:

Insurance benefits	Insurance packages		
	Basic	Top	Platinum
Ext. Skipper Third-Party Liability Insurance	✓	✓	✓
personal and/or property damage	3.000.000 €	6.000.000 €	6.000.000 €
Charter Deposit Insurance (max. deposit)	✓ (1.500 €)	✓ (3.000 €)	✓ (5.000 €)
Travel Cancellation Expenses Insurance (max. total compensation)	✓ (10.000 €)	✓ (15.000 €)	✓ (25.000 €)
Travel Health Insurance			✓
Accident Insurance (invalidity: 150.000 €, death: 75.000 €, rescue costs: 50.000 €)			✓

Choose your premium

Detailed information regarding the scope of insurance of our insurance packages can be found in the customer information, terms and conditions enclosed or on www.eis-insurance.com.



Basic-package



Top-package



Platinum-package

choose package >

52. incl. deductible: 270,- € 355,- € 490,- €
 53. without deductible *: 320,- € 420,- € 580,- €

* the deductible only applies for the Travel Cancellation Expenses Insurance

Crew information

	Name, Surname	date of birth	Wohnsitz (country)	Time spent on board (from/until)
54. Skipper	_____	_____	_____	_____
55. Crew member 1	_____	_____	_____	_____
56. Crew member 2	_____	_____	_____	_____
57. Crew member 3	_____	_____	_____	_____
58. Crew member 4	_____	_____	_____	_____
59. Crew member 5	_____	_____	_____	_____
60. Crew member 6	_____	_____	_____	_____
61. Crew member 7	_____	_____	_____	_____
62. Crew member 8	_____	_____	_____	_____
63. Crew member 9	_____	_____	_____	_____

Charter trip information

64. Charter base _____ 65. Date of the booking confirmation _____
 66. Charter trip period from _____ bis _____ 67. Charter area _____
 68. Name of the yacht _____ 69. incl. paid skipper Ja Nein

Revocation instructions

You may rescind your insurance declaration in writing without providing reasons within two weeks (e.g. by letter, fax, email). The period commences upon receipt of the policy, the contract regulation and these instructions in writing. Dispatch within the applicable notification period is sufficient. The revocation must be made to an EIS European Insurance & Services GmbH, Am Pichelssee 48-50, D-13595 Berlin.

In case of an effective revocation insurance cover will expire and the partial premium for the period after the receipt of the revocation is compensated. The partial premium for the period until receipt of the revocation can be retained if you agreed that insurance cover will start even before the deadline of the revocation period. If you had not agreed or if insurance cover starts after the revocation period the services and payments received by both sides must be returned. Your revocation right is excluded if the contract has been completely fulfilled on both parties upon your express request before you have exercised your right of revocation. There shall be no right of revocation for insurance contracts with a period of less than a month.

→ SEPA direct debit mandate

SEPA-Payment possible in: Austria, Belgium, Estonia, Finland, France, Germany, Greece, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Netherlands, Portugal, San Marino, Slovakia, Slovenia, Spain.

EIS European Insurance & Services GmbH, Am Pichelssee 48-50, D-13595 Berlin, Creditor identifier: DE76ZZZ00000028962, Mandate reference: Your client ID at our company (will be provided with the invoice)

I hereby authorize EIS European Insurance & Services GmbH to direct debit payments to my account at maturity. Shall there be less than 6 working between receipt of application and maturity date the direct debit will be made 10 days after maturity. Furthermore, I instruct my bank to charge direct debits from EIS European Insurance & Services GmbH.

Note: From the debit date I have eight weeks to demand the refund of the amount debited. For this, the respective conditions agreed on with my bank apply.

70. Name of debtor _____ 71. IBAN _____
72. Swift BIC _____ 73. Name of the Bank _____
City _____ Date _____ Signature (Name of debtor) 

→ Consent clause according to the Federal Data Protection Act

I agree that EIS is allowed, as far as it is necessary, to forward data whose result of the application or the contract implementation (personalized data, premiums, claims, changes of risks and the contract) to the insurer, back insurer and claim adjuster and to save the application, contract and performance data if this serves the proper implementation of my insurance affair. Furthermore, I also agree that EIS is allowed to save and to use my data for the advice and support of other financial services as well as for a later contacting even if a contract was not concluded. Further information on data protection can be found at: <https://www.eis-insurance.com/en/data-protection/> This consent declaration can be revoked at any time.

City _____ Date _____ Signature (Name of debtor) 

Instruction on pre-contractual notification requirements

- 1). Until the submission of his contract declaration, the policyholder must notify the insurer of all the hazard circumstances known to him, according to which the has asked the insurer in text form and which are significant for the insurer's decision to conclude the contract with the agreed content. The policyholder is also obliged to notify insofar as after his contract declaration, but before the insurer accepts the contract, questions in this sense provides.
- 2). Incomplete and incorrect information about the dangerous circumstances entitle the insurer to withdraw from the insurance contract. In case of withdrawal there is no insurance protection. If the insurer withdraws after the insured event occurs, he may not take out insurance cover fail if the policyholder proves that the incomplete or incorrectly indicated circumstance neither for the occurrence of the insured event nor was the cause of the determination or the scope of the service. In this case, too, there is no insurance coverage if the policyholder has maliciously violated the duty to notify. The insurer is entitled to the part of the premium that has expired until the cancellation notice becomes effective equivalent. The insurer has no right of withdrawal if the policyholder can prove that he is not providing the incorrect or incomplete information has deliberately made gross negligence. The insurer's right of withdrawal due to grossly negligent breach of the notification obligation does not exist if the policyholder proves that the insurer, even if on other terms, would have closed.
- 3). When the insurer's right of withdrawal is excluded because the breach of a duty to notify is not due to intent or gross negligence the insurer can terminate the contract in writing with one month's notice. The right of termination is excluded if the policyholder proves that the insurer can conclude the contract even if he is aware of the undisclosed circumstances, albeit under other conditions, would have closed.
- 4). The insurer cannot withdraw or terminate the contract because he can, even if he is aware of the undisclosed circumstances other conditions, if the insurer had requested, the other conditions will become part of the contract retrospectively. Has the policyholder not responsible for the breach of duty, the other conditions become part of the contract from the current insurance period. Increases by adjusting the contract the premium by more than 10% or if the insurer excludes the risk coverage for the circumstance not indicated, the Policyholders terminate the contract in writing within one month of receiving the policyholder's notice.
- 5). The insurer must assert the rights to which he is entitled according to 2nd to 4th within one month in writing. He must state the circumstances to which he made his statement supports. The period begins at the time when he becomes aware of the breach of the duty to notify that justifies the right he has asserted obtained. The insurer is only entitled to the rights under 2 to 4 if he informs the policy holder of the consequences of a separate text message Has pointed out breach of disclosure requirements. The insurer cannot invoke the rights mentioned in 2 to 4 if he is not aware of the dangerous circumstance or knew the incorrectness of the ad.
- 6). The insurer's right to contest the contract for fraudulent deception remains unaffected. in the In the event of contestation, the insurer is entitled to the part of the premium that corresponds to the contract period expired before the declaration of contestation came into effect.

Final statement

I either received the noted customer information as well as the insurance conditions for the Skipper & Crew insurances prior to application or I downloaded them on www.eis-insurance.com. The information and conditions include among other things the product information, the general terms and conditions as well as all conditions for the insurances indicated within this application. By signing this form the product information, the general terms and conditions as well as the insurance conditions become part of this application. I am bounded to my application for one month. My right of withdrawal remains unaffected. I agree that insurance cover starts prior to the withdrawal period. I agree to receive the policy, addendums, invoices and any correspondence solely via unencrypted e-mail.

City _____ Date _____ Signature (Name of debtor) 

→ Minutes of consultation

- I would like you to advise me in detail about insurance issues.
(You will be contacted as soon as possible by one of our employees who will advise you in detail about any insurance issues.)
- I choose a product according to m application and expressly waive further advice as well as a documentation of the advisory service for the proposed insurance according to § 61 (1) VVG. I am aware that I thereby, restrict the right on compensation due to violation of reporting, advice and documentation obligations according to § 60, 61, 63 VVG.

City _____ Date _____ Signature (Name of debtor) 

This information sheet is a brief overview of Skipper & Crew insurance.

This information sheet and the following insurance conditions refer to our entire portfolio of skipper & crew insurance. Only the benefits and insurance conditions that you have applied for and that are named in the policy apply.

Please note: this information is not complete. The complete information can be found in: supplements, policy; the conditions for extended skipper liability insurance, conditions for travel cancellation insurance, conditions for surety insurance, conditions for travel health insurance, conditions for accident insurance, conditions for travel price insurance, general conditions for skipper & crew insurance, this information sheet, application, offer, general customer information, Consumer information and the information sheet on data processing. The information applies in the order of enumeration, the first named taking precedence over the following.

The EIS offers you the possibility of taking out individual insurance for the insurance products of the extended skipper liability insurance as annual cover; the deposit insurance, either as trip or annual coverage, and trip-related cancellation insurance and travel price insurance.

As an alternative, you can also take out package-based package solutions (Basic, Top and Platinum with an extended skipper liability insurance, deposit insurance and travel cancellation insurance). The Platinum Package also includes travel health insurance and accident insurance.

A graphic overview of the contents of the package solutions can be found as an attachment to this information sheet.

Travel cancellation insurance, travel price insurance and all package solutions can only be taken out within 21 days of receiving the booking confirmation.



What is insured?

The insurer pays in the event of accidents that occur during the trip

- ✔ Disability benefits up to EUR 150,000
- ✔ Death benefits up to EUR 75,000
- ✔ Rescue costs up to EUR 50,000

The insurance sums are to be shared by the people participating in the trip.

This list is not exhaustive. For the full scope of insurance, please see sections 1 and 3 of the accident insurance conditions.

The insurer pays compensation in the degree of disability according to the table up to the agreed sum insured less the deductible per claim.



What is not insured?

- ✗ Benefits for accidents caused by mental or consciousness disorders or drunkenness.
- ✗ Strokes, epileptic seizures or other seizures that affect the whole body of the insured.
- ✗ Accidents that occur to the insured person by deliberately carrying out or attempting to commit a crime.
- ✗ Accidents caused directly or indirectly by war or civil war events; However, insurance cover exists if the insured person is unexpectedly affected by war or civil war when traveling abroad.
- ✗ Accidents caused by internal unrest if the insured has participated on the part of the troublemakers. Accidents when using aircraft (aircraft) without a motor, motor gliders, ultralight aircraft, kite and spacecraft as well as during parachuting;

This list is not exhaustive. The complete exclusions can be found in § 2 of the accident insurance conditions.



Are there any restrictions in cover?

If illnesses or ailments were involved in the damage to health caused by an accident or its consequences, the benefit will be reduced according to the proportion of the illness or infirmity if this proportion is at least 25%.



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 protection of the travel health insurance abroad ends when the stay abroad ends, but at the latest 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.

With the following information we would like to give you an initial overview of charter insurance in the name of and on behalf of the participating insurers. Please note: This information is not complete. The complete information results from: Supplements, 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.

We offer a trip-related travel cancellation insurance either with or without skipper loss. 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 contractually owed cancellation costs of the charter / trip of the insured persons in the event of non-arrival, including group cover in the event of the skipper's failure, as well as additional, proven return travel costs incurred when the trip is terminated, are insured.

- ✔ Death.
- ✔ Bad accident.
- ✔ Unexpectedly serious illness of the insured person or of a family member living with him (please note insurance conditions).
- ✔ Death of a 1st degree relative.
- ✔ Insured person's intolerance to vaccination.
- ✔ Pregnancy of an insured.
- ✔ Substantial damage to the property of the insured person as a result of fire, deliberate crime by a third party, force majeure.
- ✔ Unpredictable unemployment of the insured.
- ✔ The own Covid-19 disease as evidenced by a positive Covid-19 test.

The insurer pays compensation up to the agreed sum insured less the deductible per claim.



What is not insured?

- ✘ Damage caused by war, civil war or events similar to war, political or terrorist acts of violence, civil unrest, strikes, lockouts, confiscation, high-level interventions as well as by nuclear energy and radioactivity, epidemic/pandemic measures.
- ✘ Pro rata operating costs during the charter trip such as gas, diesel, board cash, etc.
- ✘ Deliberately caused damage.
- ✘ If the policyholder causes the insured event through gross negligence, the insurer is entitled to reduce his benefit in a proportion that is commensurate with the degree of fault.



Are there any restrictions in cover?

Illnesses cannot be insured if they existed before the charter contract was concluded and medical treatment was provided in the last six months before the charter contract was concluded.



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.

Charter Price Contingency Insurance

Information sheet for the insurance products

Produkt: EIS Charter Insurances

EIS European Insurance & Services GmbH

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This information sheet and the following insurance conditions refer to our entire portfolio of skipper & crew insurance. Only the benefits and insurance conditions that you have applied for and that are named in the policy apply.

Please note: this information is not complete. The complete information can be found in: supplements, policy; the conditions for extended skipper liability insurance, conditions for travel cancellation insurance, conditions for surety insurance, conditions for travel health insurance, conditions for accident insurance, conditions for travel price insurance, general conditions for skipper & crew insurance, this information sheet, application, offer, general customer information, Consumer information and the information sheet on data processing. The information applies in the order of enumeration, the first named taking precedence over the following.

The EIS offers you the possibility of taking out individual insurance for the insurance products of the extended skipper liability insurance as annual cover; the deposit insurance, either as trip or annual coverage, and trip-related cancellation insurance and travel price insurance.

As an alternative, you can also take out package-based package solutions (Basic, Top and Platinum with an extended skipper liability insurance, deposit insurance and travel cancellation insurance). The Platinum Package also includes travel health insurance and accident insurance.

A graphic overview of the contents of the package solutions can be found as an attachment to this information sheet.

Travel cancellation insurance, travel price insurance and all package solutions can only be taken out within 21 days of receiving the booking confirmation.



What is insured?

The default of the legally existing claim to reimbursement of the charter price paid due to the insolvency of the mediating agency or charter base

- ✔ to max. 5,000 EUR per week.
- ✔ Max. 15,000 EUR per trip.
- ✔ Additional costs for flights etc. and
- ✔ Higher charter costs up to EUR 1,500 per trip

This list is not exhaustive. For the full scope of insurance, please see §§ 1, 3, 4 and 6 of the conditions for travel price insurance.



What is not insured?

- ✘ Charter price reductions due to dissatisfaction.
- ✘ Failure of the charter, for which the policyholder or his crew are responsible.
- ✘ Failure of the charter, provided the charter company has offered the policyholder another charter yacht with the same number of cabins and the latter rejects the replacement yacht.
- ✘ A reasonable failure of the charter due to the return of the pre-charterer too late or a repair of 24 hours per charter week.

This list is not exhaustive. The complete exclusions can be found in §5 of the conditions for travel price protection.



Are there any restrictions in cover?

A cumulative limit of EUR 150,000 per insolvency applies to all insurer compensation from insolvency. If this accumulation limit is exceeded, the individual reimbursement claims will be reduced in the ratio in which the total amount is to the maximum amount.



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.

With the following information we would like to give you an initial overview of charter insurance in the name of and on behalf of the participating insurers. Please note: This information is not complete. The complete information results from: Supplements, 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.

A deposit insurance is offered optionally as a cruise or annual coverage. 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 partial or total retention of the sum insured specified in the application/policy for damage occurring during the charter trip as a result of loss or damage to the chartered yacht culpably caused by the policyholder or his crew.

- ✔ In the event of loss of or damage to the engine or engine, gearbox, battery, alternator and starter, the Insurer will only pay compensation if caused by: Ship collision (this is a sudden external event which has a direct damaging effect on the insured property by mechanical force), sink, fire, lightning, explosion, earthquake, seaquake, volcanic eruption or other natural disasters, theft or robbery.

The Insurer shall indemnify up to the amount of the agreed insured sum less the deductible per claim.



What is not insured?

- ✘ Not insured, for example, are those risks against which the items are insured by the lessor and against which no deductible has been agreed in the contract.
- ✘ Deliberately caused damage.
- ✘ Damage caused by inadequate manning, defective equipment or by the insured vehicle not being in a seaworthy or roadworthy condition.
- ✘ Damage due to construction, manufacturing or material defects.
- ✘ Damage caused by machining, normal weather conditions, rust, oxidation, corrosion, cavitation, osmosis, ageing, wear, rot, vermin, rats, mice and the like.

This list is not exhaustive. The complete exclusions can be found in § 3 of the conditions for extended skipper's liability insurance.



Are there any restrictions in cover?

Insurance sums in excess of 15,000 EUR must be requested.



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?

On application, during the insurance period and on claim event respective provisions have to be observed.

- On application and conclusion we are asking for risks in written form which are relevant for us. The questions must be answered truthfully and completely.
- Please state any new risks and any changes occurring after insurance conclusion.
- On claim event you are especially obliged to inform us immediately after he/she or a third-part has been getting aware of it, and to provide any information and documents necessary.

This list is not complete. Further provisions can be obtained from the accompanying insurance conditions.

Your claim report can be made in advance by phone under the 24/7 EIS hotline

+49 30 214 082-20 or immediately and uncomplicated by e-mail to claims@eis-insurance.com.

A breach of provisions by the policyholder can cause great consequences. These are related to the extent to which you breached the provisions and how far you

are responsible for that. In some circumstances the insurer may be partly or completely free of charge, may be entitled to withdraw from the contract, to cancel the contract or to change the contract, or even may be entitled to dispute the contract due to fraudulent misrepresentation.



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.

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.

Please note: this information is not complete. The complete information can be found in: supplements, policy; the conditions for professional skipper liability insurance, general conditions for skipper & crew insurance, this information sheet, application, offer, general customer information, Consumer information and the information sheet on data processing. The information applies in the order of enumeration, the first named taking precedence over the following.

The EIS offers you the possibility of taking out professional skipper liability insurance as annual cover.



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 itself or property of the insured person or persons living with him/her in the same household. In particular, damage to the managed yacht, its accessories and equipment as well as dinghies, provided that the damage to the managed yacht was not caused by gross negligence.
- ✗ 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 the tonnage, propulsion power and sail area (mainsail and headsail/ not spinnaker or gennaker) specified in the policy.



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.

This information sheet is a brief overview of Skipper & Crew insurance.

This information sheet and the following insurance conditions refer to our entire portfolio of skipper & crew insurance. Only the benefits and insurance conditions that you have applied for and that are named in the policy apply.

Please note: this information is not complete. The complete information can be found in: supplements, policy; the conditions for extended skipper liability insurance, conditions for travel cancellation insurance, conditions for surety insurance, conditions for travel health insurance, conditions for accident insurance, conditions for travel price insurance, general conditions for skipper & crew insurance, this information sheet, application, offer, general customer information, Consumer information and the information sheet on data processing. The information applies in the order of enumeration, the first named taking precedence over the following.

The EIS offers you the possibility of taking out individual insurance for the insurance products of the extended skipper liability insurance as annual cover; the deposit insurance, either as trip or annual coverage, and trip-related cancellation insurance and travel price insurance.

As an alternative, you can also take out package-based package solutions (Basic, Top and Platinum with an extended skipper liability insurance, deposit insurance and travel cancellation insurance). The Platinum Package also includes travel health insurance and accident insurance.

A graphic overview of the contents of the package solutions can be found as an attachment to this information sheet.

Travel cancellation insurance, travel price insurance and all package solutions can only be taken out within 21 days of receiving the booking confirmation.



What is insured?

Costs incurred abroad for

- ✓ Medical treatments (incl. Inpatient medical treatments).
- ✓ Medicines.
- ✓ Bandages, medicines and aids.
- ✓ Illness-related transportation and return transportation to the place of residence.

an acute illness or acute consequences of an accident.

This list is not exhaustive. For the full scope of insurance, please refer to §§ 1 - 2 of the conditions for travel health insurance abroad.



What is not insured?

- ✗ Illnesses if they existed before the start of the trip and if medical treatment has taken place in the last six months before the start of the trip.
- ✗ Illnesses including their consequences and for the consequences of accidents caused by war events or participation in internal unrest.
- ✗ For illnesses and accidents based on intent or addiction including their consequences.
- ✗ For mental and mental disorders and illnesses as well as for psychosomatic treatment (e.g. hypnosis, autogenic training) and psychotherapy.
- ✗ For spa and sanatorium treatment as well as for rehabilitation measures.

This list is not exhaustive. The complete exclusions can be found in § 4 of the conditions for travel health insurance abroad.



Are there any restrictions in cover?

The maximum total compensation for all benefits from this cover is EUR 100,000 and a maximum of EUR 50,000 per person.



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 written form possible 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.



Life is Now!
We take care of the rest.



Customer information terms and conditions

EIS Skipper & Crew insurances

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Dear customer,

Thanks for intending to take out one of our skipper & crew insurance for your next charter trip via EIS European Insurance & Services.

EIS offers you the possibility of taking out individual insurances of the insurance products of the Extended Skipper Liability Insurance as annual cover; the Bond Insurance optionally as trip or annual cover as well as the trip-related Travel Cancellation Costs Insurance and Travel Price Protection. As an alternative, you can also take out a purely trip-related package solutions with us (Basic, Top and Platinum). The overview of the certain content of package solutions is attached to the product informations.

These customer informations and insurance conditions refer to our entire portfolio of Skipper & Crew insurances. Only the benefits and insurance conditions that you have applied for and that are specified in the policy are deemed to have been agreed.

In order to keep the premium for the insurance low, we have reduced the administrative costs through the use of modern technology. Please understand that the policy, invoices, supplements and other correspondence will only be sent by unencrypted e-mail. It is obligatory to issue a direct debit authorization for the premium.

By a lasting and trusting partnership we mean to inform our contractual partner comprehensively and without doubt even before the contract has been signed. For this reason, this brochure contains all relevant insurance conditions as well as the relevant, important customer informations in accordance with the Insurance Supervision Act.

The following overview is intended to give you a quick overview of the insurance conditions and further information.

If you have any questions, my team and I are at your service at any time.



Boris Quiotek

Managing Director

EIS European Insurance & Services GmbH

General customer information EIS

Information

EIS European Insurance & Services GmbH

Scharfe Lanke 109-131 in D-13595 Berlin

Fon.: +49 (0)30 214082 0

Fax: +49 (0)30 214082 89

E-Mail: germany@eis-insurance.com

Web: www.eis-insurance.com

Managing director: Dipl.-Kfm. Boris Quiotek

Jurisdiction: Berlin

Commercial Register: Berlin-Charlottenburg HRB 72784

VAT-ID: DE 204117005

Insurance premiums are VAT-exempted under § 4 Nr. 11 UStG.

Member of Chamber of Industry and Commerce Berlin.

The company is registered under registration number D-9FYT-HRYN8-73 as an insurance agent & underwriter in accordance with § 34 d para. 1 of the Trade Regulation Act (Gewerbeordnung) for the Federal Republic of Germany with permission for all EU states.

Registrations are mentioned at German Chamber of Industry and Commerce (DIHK), Breite Str. 29, 10178 Berlin, telephone 0180 6 005850 (landline price EUR 0.20/call; mobile phone prices maximum EUR 0.60/call), internet www.vermittlerregister.info.

User information

Validity and acceptance of the application

The application will be examined by EIS, which expressly reserves the right to accept the application. The acceptance of the application will be confirmed by EIS after positive examination by sending the insurance policy and the invoice. The applicant is bound to his application for 14 days, unless he revokes the application in writing.

Contract independence

The yacht liability, hull and passenger accident insurance concluded on the basis of the application are legally independent contracts in each case. They can have different terms and can be concluded and terminated individually.

Contract basis

The mutual rights and obligations are regulated by the supplements, the policy, the clauses mentioned in the policy, insurance conditions and the product and consumer information, in the order listed.

Cancellation policy

You can revoke your contractual statement within 2 weeks without giving reasons in writing (eg letter, fax, e-mail). The period begins on the day after you have received the insurance policy, the contractual provisions including the insurance conditions and this instruction in text form. The timely dispatch of the revocation is sufficient to comply with the deadline. The revocation must be addressed to EIS European Insurance & Services GmbH, Scharfe Lanke 109-131, D-13595 Berlin.

In the event of an effective revocation, your insurance cover will end and you will be reimbursed for that part of your premium which is attributable to the period after receipt of the revocation. The part of your premium that is attributable to the time until receipt of the revocation can be retained if you have agreed that the insurance cover begins before the expiry of the revocation period. If you have not given such consent or if the insurance cover only begins after expiry of the revocation period, the benefits received by both parties are to be returned.

Your right of revocation is excluded if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. The right of revocation does not apply to contracts with a term of less than one month.

Consent clause according to GDPR (DSGVO)

I agree that EIS may pass on data resulting from the application documents or the execution of the contract (premiums, insured events, risk/contract changes) to the insurer, reinsurer and claims adjuster to the extent necessary and that these keep the application, contract and benefit data in data collections, insofar as this serves the proper execution of my insurance matters. Without influence on the contract and revocable at any time, I further agree that EIS may use my data beyond that for the consultation and support also in other financial services. Further information on data protection can be found at: <https://www.eis-insurance.com/de/datenschutz/>

Contract language

The contract language is German or English. All communication is exclusively in these two languages.

Sanctions / Embargos

The (re)insurer shall not provide any insurance cover or other benefits if the (re)insurer would be subject to sanction measures, prohibitions or restrictions under relevant economic or trade sanctions as a result of the provision and/or other benefits.

Applicable law

The law of the Federal Republic of Germany shall apply to the insurance contracts.

Complaints and supervisory authorities

The following offices are available for affiliated insurers for extrajudicial assistance in clarifying different opinions concerning insurance:

- ▶ Versicherungsombudsmann e.V. Postfach 080632, 10006 Berlin www.versicherungsombudsmann.de
- ▶ Ombudsman for private health and long-term care insurance, Kronenstraße 13, 10117 Berlin www.pkv-ombudsmann.de
- ▶ As supervisory authority: Federal Financial Supervisory Authority (BaFin), Graurheindorfer Straße 108, 53117 Bonn www.bafin.de

WHO ARE WE? HOW WE WORK?

Dear customer, We are required by law to provide you with a range of information about our company and our activities. Please read the following explanations and contact us if you have any questions.

Status as an insurance intermediary

EIS represents insurers as „captive insurance agent“ (multiple agent) in accordance with § 34 d para. 1 of the Trade Regulation Act (Gewerbeordnung). The activity of the EIS corresponds to that of an „Underwriting Agent or Assekurateur“ endowed with far-reaching powers of attorney of the insurers. The yacht owner can therefore be certain that declarations made to EIS are deemed to have been received by the insurer and that premium payments to EIS are effective against the insurer. EIS offers all services - from conclusion of the contract to payment in the event of a claim - from the competent hand of a decision-maker. EIS receives remuneration from the insurers in the form of commissions. These are already included in the insurance premiums.

Information- and market-fundamentals

EIS is a specialist for yacht insurance. EIS does not only design the yacht insurance offers by themselves, but also convert the developed coverage concepts into insurance products with insurers.

As trendsetters, the EIS specialists constantly develop insurance conditions for new tariffs and adapt the terms and conditions to the changing needs of yacht owners and the conditions to be achieved on the market. The insurance cover is therefore tailored to the needs of the customer.

We would like to point out that EIS only offers you its own insurance products, developed with the participating insurers and cannot offer you a further selection of other insurers or products.

The respective insurance company covering your insurance products can be found within your policy. We are authorized by the following insurer:

- › Allianz Global Corporate & Specialty AG, Königinstraße 28, 80802 München;
- › Allianz Esa EuroShip GmbH, Friedrichsplatz 2, 74177 Bad Friedrichshall in Vollmacht Allianz Versicherungs-AG, Königinstraße 28, 80802 München;
- › Gothaer Allgemeine Versicherung AG, Gothaer Allee 1, D-50969 Köln;
- › Helvetia Schweizerische Versicherungs-AG, Querstraße 8 – 10, D-60322 Frankfurt;
- › Triglav OSIGURANJE D.D, Antuna Heinza 4, HR-10000 Zagreb;
- › UNIQA Österreich Versicherungen AG, Untere Donaustrasse 21, A-1029 Wien.

General conditions of skipper & crew insurances

§ 1 Principles

- 1.1. These general Terms and Conditions for Skipper & Crew insurances apply to all insurance policies for Skipper & Crew offered via EIS (Extended Skipper Liability, Deposit and Travel Cancellation Costs Insurance, Charter price contingency insurance, Foreign Travel Health and Accident Insurance), unless otherwise stated in the terms and conditions or in the policy.
- 1.2. The policy holder may decide to take out individual Skipper & Crew insurances or so-called packages combining the individual insurances at a lower premium. If a package is concluded, there is no option within the package; it can only be concluded in its entirety. Only those insurances are deemed to have been agreed which the policy holder has applied for in the application as individual services or package and which are named in the policy.
- 1.3. The insurance cover for the travel cancellation costs insurance and the packages must be applied for within 21 days of conclusion of the charter contract (date of booking confirmation). All other insurances can be concluded at short notice up to the day of the charter.
- 1.4. Only the private use of the yacht for sporting or leisure purposes is insured. If the policy holder charters the yacht with a paid skipper and/or crew, the paid skipper and/or crew are excluded from the insurance cover.
- 1.5. Canadian citizens or citizens of the USA as well as persons having their permanent residence in Canada or the USA are not insurable.
- 1.6. In the case of package solutions, cover applies to the skipper and a maximum of nine crew members for a related cruise of no more than 6 weeks. Please refer to the application and the policy for the maximum duration of the individual covers.

§ 2 Start and end of insurance cover

- 2.1. In the case of package solutions, the insurance cover for the travel cancellation costs insurance begins on the date stated in the policy, in the case of health insurance for travel abroad on crossing the border abroad, but at the earliest 24 hours before the beginning of the charter trip booked. For all other insurances from a package, cover starts with beginning of the booked charter trip. Please refer to the policy for the commencement of insurance cover for individual insurance cover. However, insurance cover does not begin until the premium has been paid in full.
- 2.2. In the case of package solutions, the insurance cover of the foreign travel health insurance ends at the end of the stay abroad, but no later than 24 hours after the end of the charter trip booked. For all other insurances from a package cover ends with end of the booked charter trip. Please refer to the policy for the end of the insurance cover for individual insurances. Furthermore, the contract ends in other contractually or legally specified cases.

§ 3 Sums insured

- 3.1. The sums insured and the deductibles shall result from the policy, unless they are already specified in the terms and conditions of the individual insurance indemnification.
- 3.2. Losses arising from the same cause shall be deemed to be one loss event. The total indemnity for all loss events during the term of the insurance policies is limited to the specified sum policy holder.
- 3.3. In the case of loss events in the USA, Canada and the United Arab Emirates, the expenses incurred by the insurer for costs shall be deducted from the policy holder's insured amount. Costs are: lawyer, expert, witness and court costs; expenses for averting or reducing the loss during or after the occurrence of the policy holder's insured event as well as costs for determining the loss, including travel costs, which are not incurred by the insurer.
This shall also apply if the costs were incurred on the insurer's instructions.

§ 4 Payment and consequences of late payment of the contribution

- 4.1. The single premium is due immediately after conclusion of the policy. If the premium has not been collected by direct debit, PayPal or credit card, the premium must be paid immediately, at the latest within 14 days of receipt of the policy and invoice. If the policy holder does not pay the premium immediately, but at a later point in time, the insurance cover begins from this point in time. This does not apply if the policyholder proves that he is not responsible for the non-payment. For policy holder events that occur if the first or single premium is not paid, the insurer is only not obliged to indemnify if it has drawn the policyholder's attention to this legal consequence of non-payment of the premium by means of a separate notification in written form or by a conspicuous reference in the policy.
- 4.2. If the policyholder does not pay the one-time premium in time, the insurer may withdraw from the contract as long as the premium has not been paid. The insurer cannot withdraw if the policyholder proves that he is not responsible for the non-payment.

§ 5 Payment and consequences of late payment of the follow-up premium in the event of automatic renewal

- 5.1. For follow-up premiums after automatic renewal, the due dates specified in the policy shall apply accordingly for the following year. Payment shall be deemed to have been made on time if it is made at the time specified in the policy or in the premium calculation.
- 5.2. If a follow-up premium is not paid on time, the policy-holder is in default without a reminder, unless he is not responsible for the late payment. The Insurer may send the policy holder a reminder at the policy holder's expense and set a grace period of at least two weeks in written form.
- 5.3. If the policyholder is still in default with payment after expiry of this payment period, no insurance cover shall exist from that point in time on until payment if he was informed before of this with the request for payment in accordance with § 5.2.
- 5.4. If the policyholder is still in arrears with payment after expiry of this payment period, the insurer may terminate the contract without notice if he has informed the policyholder of this with the request for payment.
- 5.5. If the Insurer has terminated the contract and the Policy holder then pays the reminded amount within one month, the contract shall continue to exist. However, there is no insurance cover for insurance cases that occur between the expiry of the payment deadline and payment.
- 5.6. If payment of an annual premium in installments has been agreed, the still pending instalments are due immediately if the policyholder is in arrears with the payment of two instalments. Furthermore, the insurer may demand annual premium payment for the future.

§ 6 Obligations

6.1. Obligations prior to claim event

Upon conclusion of the contract, the policy holder must notify the insurer of all circumstances known to him which are significant for the assumption of the risk. A circumstance which the Insurer has expressly requested in written form shall be deemed significant in case of doubt. In the event of a breach of the duty of disclosure, the insurer may terminate the contract and refuse payment within one month of becoming aware of the circumstance which has not been reported or has been reported incorrectly. The insurer remains obliged to indemnify insofar as the circumstance not or incorrectly notified was not the cause of the occurrence of the policy holder's event or the scope of the obligation to indemnify. The Policy holder must notify EIS immediately of any change in the circumstances of the risk.

6.2. Obligations in occurrence of an insured event.

The policy holder and the insured persons are obliged to report the loss immediately, at the latest however within two working days, after becoming aware of the loss to

EIS European Insurance & Services GmbH

Scharfe Lanke 109-131

D-13595 Berlin

Tel. +49 30 214082 20 (24/7 hotline)

Email claim@eis-insurance.com

and they have to ensure the prevention and reduction of damage and, if the circumstances permit, to obtain and follow the instructions of EIS. At the request of EIS/ the insurer, the policy holder must provide the insurer with all informations and documents necessary for determining the insurance case and the extent of the insurer's obligations to indemnify. The Policy holder must immediately report damage caused by fire, explosion, burglary, theft and robbery to the nearest police station or the responsible port authority, stating the damaged or stolen items.

- 6.3. If the policyholder or an insured person has a claim for compensation against a third party, there shall be an obligation, without prejudice to the statutory subrogation of claims pursuant to § 86 VVG, to assign these claims in written form to the insurer up to the amount in which costs are reimbursed under the insurance contract. The policyholder must safeguard his (her) claim for compensation or a right serving to secure this claim in compliance with the applicable form and deadline regulations and cooperate in its enforcement by the insurer to the extent required. If the policyholder or an insured person gives up his/her claim against the third party or a right serving to secure the claim, the insurer shall be released from his obligation to pay compensation to the extent that he/she could have claimed compensation from the claim or the right.

6.4. Effects of non-compliance with obligations.

If one of the aforementioned obligations or the obligations specified in the individual types of insurance is intentionally breached, the insurer shall be released from the obligation to indemnify and may terminate the contract without notice within one month of becoming aware of it. In the event of a grossly negligent breach of the obligations by the policyholder, the insurer shall be entitled to reduce its indemnification in proportion to the seriousness of the policyholder's fault. If the Policy holder proves that he has not breached the obligation through gross negligence, the insurance cover shall remain in force. The insurance cover shall also remain in force if the policy holder proves that the breach of the obligations was neither the cause of the occurrence or determination of the insured event nor of the determination or scope of the indemnification incumbent on the insurer. This does not apply if the Policy holder has fraudulently breached the obligations. The knowledge and fault of the insured persons shall be equivalent to the knowledge and fault of the policy holder.

§ 7 Legal relationships of persons participating in the contract

- 7.1. If the insurance has been taken out against risks to which another party is exposed (third-party insurance), the policy-holder is not entitled to exercise the rights arising from the contract, but the policy holder. In addition to the policy holder, he is responsible for fulfilling the obligations.
- 7.2. All obligations applicable to the policy holder shall apply mutatis mutandis to his legal successors and other claimants.

§ 8 Scope of application

The insurance applies worldwide, in the case of trip-related insurance for the charter trip specified in the application, unless otherwise agreed in the following conditions for the individual services.

§ 9 Sanction clause

Irrespective of the other contractual obligations, insurance cover shall only exist insofar and as long as no economic, commercial or financial sanctions or embargos of the Euro-pean Union or the Federal Republic of Germany directly applicable to the contracting parties conflict with this. This shall also apply to economic, commercial or financial sanc-tions or embargos imposed by the United States of America, insofar as this is not contrary to EU regulations or German legal provisions.

§ 10 Other regulations

- 10.1. The respective insurer of the indemnification is named in the policy.
- 10.2. The insurance cover of these contracts is subsidiary. The Insurer shall not pay any indemnification if the Policy holder, the insured person or a third-party can claim indemnification for the loss incurred from another insurance contract or from a third-party who is obliged to pay indemnification. This applies in particular to the existing liability and compre-hensive insurance for the charter yacht, as well as any other existing travel cancellation costs and health insurance.
- 10.3. The indemnification of the insurer and the policy holder shall be paid in the currency in which the sum insured and the premium are shown in the policy. The Insurer's obligation shall be deemed to have been fulfilled at the time at which he transfers the equivalent amount (according to the conversion table) to a foreign trade bank.
- 10.4. Upon payment of the indemnity, the rights of the Policy holder in connection with the loss shall pass to the Insurer, represented by EIS.
- 10.5. The rights arising from this contractual relationship may neither be assigned nor pledged by the policy holder without the express consent of the insurer. An assignment of liability claims to the injured third party is permissible.
- 10.6. German law shall apply to the contracts. In addition, the provisions of the German Insurance Contract Act (VVG) as amended shall apply to the contracts.

CONDITIONS FOR THE EXTENDED SKIPPER THIRD-PARTY LIABILITY INSURANCE FOR COMMERCIAL SKIPPERS

§ 1 Scope of insurance

1.1. Insured is the legal liability insurance for personal, property and financial losses of the insured person arising during the private and commercial navigation of foreign sailing and motor yachts.

§ 1.4. of the general conditions for skipper & crew insurances does not apply.

1.2. Additionally co-insured are:

- 1.2.1. The use of dinghies with an auxiliary engine up to an engine power of 20 hp;
- 1.2.2. Claims of the crew and guests against the insured person, in the event of personal injury and property damage, provided that these are not occupational accidents in the policyholder's business and property damage does not exceed EUR 150 per loss event;
- 1.2.3. In the case of provisional seizure in a foreign port, the provision of a required security deposit up to a maximum of EUR 50,000;
- 1.2.4. Liability claims of the owner due to loss of proven charter income of the affected following charter in case of unseaworthiness of the chartered yacht, due to a damage caused by gross negligence of the insured persons, up to a maximum amount of 20,000 EUR. This applies to charter contracts already booked and advanced paid for on the day of the damage, insofar as no rebooking on another yacht is possible. The basis of assessment for the loss of income actually incurred is the necessary repair time jointly determined by the repair yard and the expert appointed by the insurer - irrespective of whether free yard capacities exist. As proof of lost charter income, the successor charter or rebooking contracts as well as the corresponding payment receipts are to be submitted to the insurer. The costs for the first three days of the charter loss shall be borne by the policyholder;
- 1.2.5. In the event of damage to the chartered yacht culpably caused by the policyholder, which makes the planned return journey during the charter period to the charter base or other final destination port impossible - due to non-existent navigability and seaworthiness - proven costs for hotel and travel costs to the agreed place of handover of the boat up to a total sum of EUR 1,000, insofar as the charter company is not obliged to provide this service in accordance with the statutory and contractual provisions;
- 1.2.6. Liability for direct or indirect consequences of changes in the physical, chemical or biological quality of a body of water, including groundwater (water damage or pollution), whereby pecuniary damage is treated as property damage with regard to this water damage.

§ 2 Exclusions

Not insured are:

- 2.1. Liability claims arising from damage occurring during participation in sailing regattas or motorboat races or during associated practice trips, unless this has been expressly named in the policy;
- 2.2. 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. In particular, damage to the managed yacht, its accessories and equipment as well as dinghies, unless the damage to the chartered yacht results from gross negligence as determined by an authorised authority, a court or a settlement recognised by the insurer. In these cases, the policyholder's deductible amounts to EUR 2,500 after forfeiture of any deposit paid;
- 2.3. Liability claims arising from damage involving the improper handling of flammable or explosive substances;
- 2.4. The cover applies within the scope of the requested use of sailing yachts or sailing and motor yachts up to the tonnage, propulsion power and sail area (mainsail and headsail/ not spinnaker or gennaker) specified in the policy;
- 2.5. Driving a watercraft, provided that an official permit/license is required and the responsible driver does not have the official permit/license when the insured event occurs;
- 2.6. Insurance claims of all persons who have intentionally and unlawfully caused the damage suffered by the third party.
- 2.7. Claims based on foreign liability provisions or laws that are directed at punitive damages (in particular "punitive" or "exemplary damages");
- 2.8. Liability claims arising from water damage, insofar as such water damage is caused by the discharge or introduction of substances harmful to water into water bodies or by other deliberate impact on water bodies, by operational dripping or running off of oil or other liquids from tank closures, fuelling systems or from mechanical equipment of the vehicle or its dinghies, by deliberate deviation from laws, ordinances or official directives serving the protection of water bodies;
- 2.9. Liability claims for damage directly or indirectly caused by acts of war, other hostile acts, riots, civil commotion, general strikes (in the Federal Republic of Germany or in a federal state) or directly by orders or measures of governmental or official bodies. The same applies to damage caused by force majeure, insofar as elementary forces of nature have had an effect;
- 2.10. Damage in connection with valuables (jewellery, watches, furs, cash, credit cards, securities, etc.) and electronic devices.

§ 3 Scope of insurance

Loss events throughout the world are insured.

Exception: territorial waters of the USA and Canada.

Conditions for extended skipper liability insurance

§ 1 Scope of insurance

- 1.1. The insurance covers the legal liability for personal injury, property damage and financial loss of Skipper & Crew resulting from the operation of chartered/foreign sailing and motor yachts.
- 1.2. Additionally co-insured is:**
 - 1.2.1. The use of dinghies with auxiliary engines up to an engine power of 20 hp;
 - 1.2.2. Claims of the policy holder persons against each other (skipper & crew) for personal injury and property damage, provided it is not an accident at work in the company of the policy holder and property damage exceeds 150 EUR per damage event;
 - 1.2.3. In the event of provisional confiscation in a foreign port, the provision of a required security up to a maximum of EUR 50,000;
 - 1.2.4. Liability claims of the charter company or the owner of the chartered yacht will result in the loss of proven charter revenues of the chartered yacht concerned in the event of the chartered yacht becoming unfit for navigation or seaworthy due to damage caused by gross negligence on the part of the policy holder persons, up to a maximum amount of EUR 20,000. This applies to already booked and paid charter contracts on the day of the damage, as far as no rebooking to another yacht is possible. The basis for calculating the actual loss of revenue is the necessary repair period determined jointly by the repair yard and the expert appointed by the insurer, irrespective of whether free shipyard capacity exists. As proof of lost charter revenues, the insurer must be provided with the follow-up charter or rebooking contracts as well as the associated payment receipts. The costs for the first three days of the charter loss shall be borne by the policyholder himself;
 - 1.2.5. In the event of damage to the chartered yacht culpably caused by the policyholder or the crew to the chartered yacht, which makes the planned return journey in the charter period to the charter base or other final destination - due to lack of sailing and seaworthiness - impossible, proven costs for hotel and travel costs to the agreed place of delivery of the boat up to a total sum of 1,000 EUR, unless the charter company is required to render this service in accordance with the statutory and contractual provisions;
 - 1.2.6. Liability for direct or indirect consequences of changes in the physical, chemical or biological condition of a body of water, including groundwater (water damage), whereby financial losses are treated as property damage with regard to such water damage.

§ 2 Exclusions

Excluded from insurance cover is:

- 2.1. Liability claims arising from damage occurring during participation in sailing regattas or motorboat races or during the associated practice runs, unless expressly stated in the policy;
- 2.2. 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. In particular, damage to the managed yacht, its accessories and equipment as well as dinghies, unless the damage to the chartered yacht results from gross negligence as determined by an authorised authority, a court or a settlement recognised by the insurer. In these cases, the policyholder's deductible amounts to EUR 2,500 after forfeiture of any deposit paid;
- 2.3. Liability claims arising from damage caused by the im-proper handling of flammable or explosive substances;
- 2.4. Liability claims arising from the operation of motor yachts with more than 750 hp and sailing yachts with more than 150 m² sail area (main and foresail/not spinnaker) unless this is agreed separately;
- 2.5. driving a watercraft, provided that an official permit is required and the responsible driver does not possess the appropriate permit when the policy holder event occurs;
- 2.6. Insurance claims of all persons who have wilfully and unlawfully caused the damage suffered by the third party.
- 2.7. Claims based on foreign liability provisions aimed at punitive damages (in particular "punitive" or "exemplary damages");
- 2.8. Liability claims arising from water damage, insofar as such water damage is concerned, which is caused by the discharge or introduction of water-damaging substances into water bodies or by other deliberate effects on water bodies, by operational dripping or draining of oil or other liquids from tank caps, refuelling installations or from mechanical equipment of the vehicle or its dinghies, by intentional deviation from laws, regulations or official orders serving water protection;
- 2.9. Liability claims for damages which are based directly or indirectly on acts of war, other hostile acts, riots, internal unrest, general strike (in the Federal Republic or in a federal state) or directly on orders or measures of state or official authorities. The same applies to damage caused by force majeure, insofar as elementary forces of nature have had an effect;
- 2.10. Damages in connection with valuables (jewellery, watches, furs, cash, credit cards, securities, etc.) and electronic devices.

§ 3 Scope of application

Loss events all over the world are policy holder.

However, it does not apply to loss events related to the USA and Canada.

Terms and conditions for travel cancellation cost insurance

§ 1 Scope of insurance

- 1.1. The insurance covers the cancellation costs contractually owed to the charter company in the event of non-occurrence for the following reasons not known at the time of conclusion of this contract:
 - 1.1.1. Death, serious accident, unexpectedly serious illness of the insured person or a relative living with him in the household. Death of a first-degree relative. An illness is considered unexpected if it occurs for the first time after conclusion of the charter contract. Any deterioration of already existing illnesses shall be considered as unexpected if no medical treatment has taken place in the last six months prior to the conclusion of the charter contract; with the exception of check-ups;
 - 1.1.2. Vaccination intolerance of the insured; pregnancy of an insured; significant damage to the property of the insured as a result of fire, intentional crime of a third party, natural catastrophes and unforeseeable unemployment of the insured.
- 1.2. If the charter trip does not commence for the above reasons, the Insurer shall also pay indemnification for the contractually owed cancellation costs for travel to and from the destination by train, coach or flight, provided these were taken into account when calculating the sum insured
- 1.3. If the trip is cancelled for the reasons stated under § 1.1., the additional return travel costs and the pro rata charter costs for the unused time are insured. If the skipper is not available and there is no other person on board who is suit-able for the navigation, the costs of returning the chartered yacht to the base are also policy holder.
- 1.4. In case of loss of the skipper, the contractual cancellation costs will be reimbursed up to a maximum of the agreed sum policy holder. In the event of the loss of a crew member, the pro rata costs will be reimbursed. However, the prerequisite for this is that the loss has led to a reduction in the number of persons participating in the trip compared to the number of persons who were registered on the crew list at the time of the occurrence of the reason for cancellation. Irrespective of such a reduction, the contractually owed cancellation costs for travel to and from the destination will be reimbursed.
- 1.5. The maximum total indemnification for all benefits under the travel cancellation insurance is the sum insured stated in the policy.

§ 2 Exclusions

Excluded from insurance cover is:

- 2.1. Damages caused by war, civil war or warlike events, political or terrorist acts of violence, civil unrest, strike, lock-out, confiscation, acts of government as well as nuclear energy and radioactivity and measures due to epidemics/pandemics;
- 2.2. (pro-rata) operating and other costs during the charter trip, such as gas, fuel, mooring fees etc.;
- 2.3. Damages caused intentionally by the Policy holder. If the Policy holder causes the insurance case through gross negligence, the Insurer shall be entitled to reduce its benefits in proportion to the seriousness of the fault.

§ 3 Deductible

As long as it is not clear from the policy that the option "with-out deductible" has been selected, the following applies: The insured person bears a deductible of EUR 100 per person for each claim. If the insurance case is triggered by the death of a relative or illness, the insured person bears 20 % of the reimbursable loss himself, but at least EUR 100 per person.

Terms and conditions for deposit insurance

§ 1 Scope of insurance

The insurance covers the partial or total retention of the deposit agreed in the charter contract for any damage occurring during the charter trip as a result of loss or culpable damage to the chartered yacht caused by the policyholder or his crew. In the event of loss of or damage to the engine or engine, gearbox, battery, alternator and starter, the insurer shall indemnify only if caused by: Ship accident (this is a sudden external event which has a direct damaging effect on the policy holder property by mechanical force), sink, fire, lightning, explosion, earthquake, seaquake, volcanic eruption or other natural catastrophes, theft or robbery.

§ 2 Scope of application

The insurance is valid for the charter trip named in the application and within the geographical area of application on water specified in the signed charter contract.

§ 3 Exclusions

Excluded from insurance cover is:

- 3.1. the dangers of war, civil war, warlike events and the dangers arising from the use or presence of instruments of war, irrespective of the state of war;
- 3.2. the risks of strikes, lock-outs, riots, looting, political violence or other civil unrest and sabotage;
- 3.3. the risks of seizure, confiscation or other intervention by high authorities;
- 3.4. the dangers of nuclear energy or radioactivity;
- 3.5. the risks of embezzlement;
- 3.6. those risks, against which the charter company's property is insured and which have been agreed to no or a lower deductible as mentioned in the insurance contract;
- 3.7. damage caused by inadequate manning, defective equipment or the policy holder vehicle being in a condition that is not seaworthy or fit for navigation;
- 3.8. damage due to construction, manufacturing or material defects;
- 3.9. damage caused by machining, normal weather conditions as well as rust, oxidation, corrosion, cavitation, osmosis, ageing, wear, rot, vermin, rats, mice and the like;
- 3.10. Damage to paintwork, scratches and scratches, provided that these do not penetrate the gelcoat/paint layer and damage to light and downwind sails, e.g. Spi, Gennaker, CodeZero);
- 3.11. Damage caused by breaches of statutory or applicable regulations, of orders issued by a conveying company, a warehouse keeper or a port authority as well as damage caused by official or court orders or their enforcement;
- 3.12. Damage due to defective mooring or anchoring, unmanned lying still off the open coast as well as defective securing against removal;
- 3.13. Damage caused by loss, loss, overboard as well as simple theft of loose or unsecured items;
- 3.14. Damages in case of transfer to a third party against payment;
- 3.15. Damage occurring during participation in sailing regattas or motorboat races or during the associated practice runs, unless expressly stated in the policy;
- 3.16. Reduction in value and indirect damage of any kind.
- 3.17. damage to property which is economically attributable to the policyholder or a crew member directly or through an interest.

§ 4 Suitability of the boat captain

The insurance only applies on condition that the vessel is operated by a sufficiently qualified person. The qualification must be proven at the insurer's request. Proof is deemed to have been furnished if the skipper presents the insurer with the required skipper's licence, which is required by law in the sailing area.

§ 5 Fault

If the policyholder or the co-policy holder persons cause the loss intentionally, the insurer is released from the obligation to indemnify. If the damage is caused by gross negligence, the insurer is entitled to reduce the benefit in proportion to the seriousness of the gross negligence.

§ 6 Sum insured

The sum insured is the deposit amount stated in the application. The deposit amount stated in the application must correspond to the deposit amount in the concluded charter contract. The maximum total indemnity of all benefits under the bail bond insurance is the amount of the sum insured stated in the policy.

§ 7 Deductible

The deductible per claim amounts to 10% of the deposit sum, but at least 100 EUR and, if the regatta risk is included, 15% of the deposit sum, but at least 300 EUR.

§ 8 Obligations in the event of a claim

In the event of a claim, the claim must be submitted immediately

- 8.1. the charter contract, the crew list, the handover and return protocol;
- 8.2. proof of the deposit actually paid and the amount of the deposit retained (credit card voucher, receipt or similar);
- 8.3. detailed cost statement of the charter company (cost estimate)
- 8.4. detailed damage description and damage report signed by the skipper and the crew as well as detailed damage photos.

Terms and conditions travel health insurance

§ 1 Scope of insurance

- 1.1. The Insurer shall provide insurance cover for accidents and other events specified in the contract. If an policy holder event occurs unexpectedly outside the country in which the policy holder person is resident according to the policy (abroad), during the journey to or from the yacht, during a shore leave or during the stay on the chartered yacht, the insurer will reimburse any expenses incurred there for medical treatment and will provide otherwise agreed benefits.
- 1.2. An policy holder event is the medically necessary medical treatment of an policy holder person due to an acute illness or the acute consequences of an accident occurring in a foreign country. The policy holder event begins with the medical treatment; it ends when, according to medical findings, the need for treatment no longer exists or the policy holder returns to Germany.

§ 2 Scope of the obligation to pay benefits

- 2.1. The policy holder person is free to choose from among the doctors and dentists in the nearest foreign country for treatment.
- 2.2. Medicines, bandages, remedies and aids must be pre-scribed by the practitioners referred to in para. 1.
- 2.3. In the case of medically necessary inpatient treatment, the policy holder person has a free choice among public and private hospitals, which are under permanent medical supervision, have sufficient diagnostic and therapeutic facilities and keep medical records.
- 2.4. The Insurer shall exclusively provide the following benefits. Other benefits, e.g. for visual aids, are not reimbursable. Expenses for are exclusively eligible for reimbursement:
 - 2.4.1. medical services;
 - 2.4.2. dental services: Pain-relieving dental treatment and simple dental fillings as well as repairs of dental prostheses, but not for crowns, implants and orthodontics;
 - 2.4.3. Drugs: dressing materials are also considered drugs. Medicinal products, even if they have been prescribed by a doctor and contain medicinal substances, do not include nutrients and tonic preparations (including sexual ones), bath additives, disinfectants and cosmetics;
 - 2.4.4. Therapeutic products: Radiation, heat, light and other physical treatments are deemed to be therapeutic products;
 - 2.4.5. aids: walking aids prescribed by a doctor as well as splints and supporting devices for acute care;
 - 2.4.6. Inpatient treatment: In the case of inpatient treatment in a hospital, accommodation, meals, other necessary benefits in kind and medical services;
 - 2.4.7. Transport: medically necessary transport to the nearest hospital suitable for medical treatment or to the nearest emergency doctor by emergency services;
 - 2.4.8. Return transport costs: Reimbursement of the costs for the return transport of the sick policy holder person to the place of refuge, if the return transport is necessary due to the type and extent of the medical findings, if a doctor in accordance with § 2 Para. 1 or the insurer has confirmed this in writing and the illness must subsequently be further treated as an in-patient to the place of origin. The necessary costs for an accompanying person will also be covered if the accompanying person is medically necessary and a written certificate of this has been issued by a doctor in accordance with § 2 Para. 1 or the accompanying person has been ordered in writing by the airline. Travel costs saved through return transport shall be offset against the insurer's benefits.

§ 3 Sum insured

The maximum total compensation for all benefits under this cover is EUR 100,000 and a maximum of EUR 50,000 per person.

§ 4 Exclusions

- 4.1. No obligation to perform exists
 - 4.1.1. for medical care abroad, which was the sole reason or one of the reasons for the start of the journey or of which it was established at the start of the journey that it was due to illness during the scheduled execution of the stay abroad;
 - 4.1.2. for the chronic illnesses (including anomalies) existing and known at the start of the respective journey, including their consequences, as well as for illnesses, including their consequences and the consequences of accidents, which were treated in the last 6 months before the start of the journey;
 - 4.1.3. for such illnesses including their consequences as well as for the consequences of accidents caused by acts of war or participation in civil unrest;
 - 4.1.4. for illnesses and accidents based on intent or addiction, including their consequences;
 - 4.1.5. for mental and psychological disorders and illnesses as well as for psychosomatic treatment (e.g. hypnosis, autogenic training) and psychotherapy;
 - 4.1.6. for examination and treatment due to artificial insemination, pregnancy, childbirth, miscarriage and abortion as well as their consequences. However, costs will be reimbursed to the extent that unforeseen medical assistance is necessary in the country of residence for acute complications of pregnancy, premature birth and miscarriage; any costs pursuant to § 2.4.8 will not be reimbursed;
 - 4.1.7. for spa and sanatorium treatment as well as for rehabilitation measures;
 - 4.1.8. for self-treatment and treatment by spouses, parents or children. Proven material costs will be reimbursed in accordance with the tariff.
- 4.2. If a medical treatment or other measure for which benefits have been agreed exceeds the medically necessary level or if the required remuneration is not appropriate, the insurer may reduce its benefits to an appropriate amount. The circumstances in the respective country of residence shall be taken as a basis.

§ 5 Payment of insurance benefits

- 5.1. The Insurer shall only be obliged to indemnify if the required evidence (which shall become the property of the Insurer) has been provided:

- 5.1.1. The claim must be proven by documentary evidence;
- 5.1.2. the supporting documents must always be included: medical/dental invoices, in addition: name of the illness, specification of the individual medical/dental services with treatment costs and data; medication/medicine reference: prescriptions, additional type and quantity; invoices, in addition: price, reference date, receipt; hospital invoices, in addition: date of admission and discharge, name of illness, specification of services;
- 5.1.3. the claim for reimbursement of return transport costs must also be justified by a written certificate in accordance with § 2.4.8. The services claimed must be proven in a specified manner;

§ 6 Reimbursement of expenses arising from other insurance contracts

- 6.1. Insofar as, in the event of an policy holder event, benefit provisions exist from other insurance contracts or from a statutory health, accident or pension insurance, these shall take precedence.
- 6.2. If the policy holder person has a claim against several persons liable for reimbursement due to the same insurance case, the total reimbursement may not exceed the total expenses.

§ 7 End of insurance cover

- 7.1. The insurance cover ends - also for pending policy holder events - at the end of the stay abroad, at the latest, however, at the end of the agreed insurance period of a maximum of 6 weeks.
- 7.2. The obligation to indemnify for insurance cases liable for compensation shall be extended beyond the agreed insurance period as long as the return journey is not possible for medical reasons.

§ 8 Obligations

- 8.1. At the insurer's request, the policyholder and the policy holder person must provide any information required to determine the policy holder event or the insurer's obligation to indemnify and its scope.
- 8.2. At the insurer's request, the policy holder person is obliged to have himself examined by a doctor appointed by the insurer.
- 8.3. In order to check whether and, if applicable, to what extent a conditionally compliant policy holder event exists, the policy holder person is obliged, at the insurer's request, to authorise medical practitioners, hospitals, nursing homes and caregivers, other personal insurers and statutory health insurance funds as well as professional associations and authorities to provide information and to release the insurer from its duty of confidentiality. Alternatively, the policy holder person may provide the health data required for the insurer to assess the obligation to pay benefits under this insurance.
- 8.4. At the insurer's request, the start and end of each trip abroad must be proven by the policy holder person in the event of a claim.

Terms and conditions accident insurance

§ 1 Scope of insurance

- 1.1. The Insurer shall provide insurance cover in the event of accidents occurring to the Policy holder during the journey. The policy holder types of benefits result from § 3.
- 1.2. An accident exists if the policy holder person involuntarily suffers damage to his/her health as a result of an event which suddenly has an external effect on his/her body (accident event). An accident shall also be deemed to have occurred if a joint is dislocated or muscles, tendons, ligaments or capsules are pulled or torn as a result of increased exertion of the limbs or spine.

§ 2 Exclusions

Excluded from insurance cover is:

- 2.1. Accidents caused by mental or consciousness disorders, including those caused by drunkenness, strokes, epileptic seizures or other seizures affecting the entire body of the policy holder. However, insurance cover exists if these disruptions or seizures were caused by an accident event covered by this contract.
- 2.2. Accidents which occur to the policy holder person as a result of him intentionally committing or attempting a criminal offence.
- 2.3. Accidents caused directly or indirectly by acts of war or civil war; however, insurance cover shall apply if the policy holder person is unexpectedly affected by acts of war or civil war when travelling abroad. Accidents caused by civil unrest, if the policy holder has participated on the part of the troublemakers.
- 2.4. Accidents suffered by the policy holder person
 - 2.4.1. the use of aircraft (aircraft) without a motor, powered gliders, ultra-light aircraft, parachute drapes and spacecraft as well as parachuting;
 - 2.4.2. as a pilot or as another crew member of an aircraft;
 - 2.4.3. in the case of a professional activity to be performed with the aid of an aircraft.
- 2.5. accidents which occur to the policy holder person as a result of him taking part as driver, co-driver or occupant of a vehicle in driving events, including the associated practice drives, in which the attainment of maximum speeds is important.
- 2.6. Accidents caused directly or indirectly by nuclear energy.
- 2.7. damage to health caused by radiation.
- 2.8. damage to health caused by curative measures or inter-ventions which the policy holder person carries out or has carried out on his body. However, insurance cover exists if the interventions or curative measures, including radiodiag-nostic and therapeutic ones, were caused by an accident covered by this policy.
- 2.9. Infections. However, insurance cover exists if the pathogens have entered the body as a result of an accident injury covered by this contract. Skin or mucous membrane injuries which are minor as such and enter the body immediately or later through the pathogens shall not be considered accident injuries; this restriction shall not apply to rabies and tetanus. For infections caused by medical measures or interventions, § 2.8 applies accordingly.
- 2.10. Poisoning due to ingestion of solid or liquid substances through the pharynx.
- 2.11. Abdominal or abdominal hernias. However, insurance cover shall be provided if they have been caused by a violent external influence covered by this contract.
- 2.12. Damage to intervertebral discs as well as bleeding from internal organs and cerebral hemorrhages. However, insur-ance cover exists if an accident event covered by this con-tract within the meaning of § 1.2. is the predominant cause.
- 2.13. Pathological disorders resulting from psychological reactions, regardless of their cause.
- 2.14. Insurance cover shall not be provided for paid crew members and persons who suffer accidents during or by diving, snorkelling, parasailing, water skiing or are in any other way towed by a boat.

§ 3 Benefit types

I. disability indemnification 150.000 EUR

II. death indemnification 75.000 EUR

III. salvage costs 50.000 EUR

The aforementioned policy holder sums are available to the skipper as well as to each designated crew member, includ-ing children, according to the flat-rate system. A flat-rate system means that each crew member and the skipper are policy holder with the partial amount of the policy holder sum corresponding to the number of crew members involved plus the skipper, irrespective of whether the other crew member or the skipper was on board or was also injured. The following provisions shall apply to the accrual of the claim and the assessment of the benefits.

I. Disability indemnification

1. If the accident leads to a permanent impairment of the physical or mental capacity (disability) of the policy holder person, the policy holder person is entitled to lump-sum benefits from the sum policy holder in the event of disability. The disability must occur within one year of the accident and must have been medically ascertained and asserted at the latest before the expiry of a period of another three months.
2. The amount of the benefit depends on the sum policy holder and the degree of disability.
 - a) In the event of loss or total functional incapacity of the body parts and sensory organs listed below, the following degrees of disability shall apply exclusively, unless otherwise agreed:

Poor	70 %
Arm up to above elbow joint	65 %
Arm below the elbow joint	60 %
Hand	55 %

Thumb	20 %
Index finger	10 %
other finger	5 %
Leg above the middle of the thigh	70 %
Leg to the middle of the thigh	60 %
Leg to below knee	50 %
Leg to the middle of the lower leg	45%
Foot	40 %
big toe	5 %
other toe	2 %
Eye	50 %
Hearing on a	30 %
Olfactory sense	10 %
sense of taste	5%.

- b) In the event of partial loss or partial functional impairment, the corresponding part of the respective percentage rate shall apply.
- c) For other parts of the body and sensory organs, the degree of disability shall be determined by the extent to which normal physical or mental performance is impaired overall. Only medical aspects are to be taken into account.
- d) If several or mental functions are impaired as a result of the accident, the degrees of disability determined shall be added together. However, more than 100 percent are not assumed.
3. If the accident affects a physical or mental function that was already permanently impaired before, a deduction will be made in the amount of this previous disability. This is to be measured according to 2.
4. If death is caused by an accident within one year of the accident, there is no entitlement to disability benefits.
5. if the policy holder dies for reasons unrelated to the accident within one year of the accident or - irrespective of the cause - later than one year after the accident, and if a claim for disability benefit had arisen in accordance with 1, then payment must be made in accordance with the degree of disability which would have been expected on the basis of the most recent medical findings.

II. Death indemnification

If the accident leads to death within one year, entitlement to benefit is based on the sum policy holder in the event of death. Please refer to § 5.6. for assertion.

III. Salvage costs

If the insured person has suffered an accident covered by the insurance contract, he/she shall be entitled to benefits in accordance with the sum policy holder for salvage costs in the amount of the necessary costs incurred for rescue services organised under public or private law, to the extent that fees are usually charged for such services.

§ 4 Restrictions on indemnifications

If illnesses or infirmities have contributed to the damage to health or its consequences caused by an accident event, the benefit shall be reduced according to the proportion of the illness or infirmity if this proportion is at least 25%.

§ 5 Obligations after the occurrence of an accident

- 5.1. After an accident which is likely to result in a duty to pay benefits, a doctor must be consulted immediately and the insurer informed. The Policy holder must comply with medical orders and also minimise the consequences of the accident as far as possible.
- 5.2. The accident report sent by the insurer must be completed truthfully and returned to the insurer immediately. Any other relevant information requested must be provided without delay.
- 5.3. The Policy holder must ensure that the reports and expert opinions requested by the Insurer are provided as soon as possible.
- 5.4. The policy holder person must have himself examined by the doctors instructed by the insurer. The Insurer shall bear the necessary costs, including any loss of earnings incurred as a result.
- 5.5. The doctors who have treated or examined the policy holder person - also for other reasons - other insurers, insurance carriers and authorities are to be authorised to provide all necessary information. Alternatively, the policy holder person may provide the health data required for the insurer to assess the obligation to pay benefits under this insurance.
- 5.6. If the accident results in death, this must be reported within 48 hours, even if the accident has already been reported. The insurer must be given the right to have an autopsy performed by a doctor appointed by him.

§ 6 Maturity of indemnification

- 6.1. As soon as the Insurer has received the documents which the Policy holder must provide to prove the cause of the accident and the consequences of the accident as well as the completion of the treatment necessary for assessing the disability, the Insurer is obliged to declare within one month - within three months in the case of a disability claim - whether and to what extent he accepts a claim. The Insurer shall pay the medical fees incurred by the Policy holder to substantiate the claim to benefits up to 1 per mille of the policy holder sum.
- 6.2. If the insurer recognises the claim or if the policyholder and insurer have agreed on the reason and amount, the insurer shall pay the benefit within two weeks. Prior to the conclusion of the medical procedure, disability benefits may only be claimed within one year of the occurrence of the accident if and to the extent that a death benefit is policy holder.
- 6.3. If the obligation to pay benefits has initially only been established on the merits, the insurer shall pay appropriate advances at the request of the policyholder.
- 6.4. The policyholder and the insurer are entitled to have the degree of disability reassessed by a doctor annually, up to a maximum of three years after the occurrence of the accident. This right must be exercised by the insurer upon submission of its declaration in

accordance with § 6.1 and by the policyholder within one month of receipt of this declaration. If the final assessment results in a higher disability benefit than has already been paid by the Insurer, interest of 5 per cent per annum shall be payable on the additional amount.

- 6.5. Claims not recognised by the insurer are excluded if the policyholder allows a period of six months from receipt of the insurer's declaration to elapse without asserting the claims in court. The period begins upon receipt of the Insurer's final declaration. The legal consequences of the failure to comply with the time limit shall only occur if the insurer had pointed out the necessity of judicial assertion in his declaration.

Terms and conditions charter price contingency insurance

§ 1 Scope of insurance

the loss of the claim to repayment of the charter price paid for the charter of the Policy holder specified in the application due to the non-performance of the service, the provision of the yacht, the charter company due to insolvency of the charter agency and/or charter base.

§ 2 Scope of application

The insurance is valid worldwide for the charter trip mentioned in the application, but only for concluded charter contracts with charter agencies and bases positively listed with EIS European Insurance & Services GmbH.

§ 3 Scope of insurance - the policy holder event

Neither the chartered vessel nor a replacement vessel will be made available by the charter company at the agreed time. The claim for repayment of the charter price already paid cannot be enforced due to the insolvency of the mediating charter agency or charter base and the claim is forfeited.

§ 4 Indemnification

In the event of insolvency of the mediating charter base, the amount of the charter price collected by the charter base and not passed on or refunded. In the event of the charter base's insolvency the collected and non-refunded charter price will be refunded. A proportionate service rendered by the charter company shall be offset in proportion to the total charter and the total charter price.

The maximum indemnification is in any case limited to the charter price/insurance sum stated in the application.

In addition, additional costs for flights and higher charter costs for rebooking up to a maximum total of 1,500 EUR per trip will be reimbursed.

An accumulation limit of EUR 150,000 per insolvency of a company shall apply to all affected travel price insurance policies and charter loss insurance policies agreed with the insurer. If this accumulation limit is exceeded, the individual claims for reimbursement shall be reduced in proportion to the total amount of the maximum amount.

§ 5 Exclusions

Excluded from insurance cover is:

- 5.1. the loss of the charter, if the charter company has offered another charter yacht with the same number of cabins to the policyholder and the policyholder rejects the replacement yacht. (Replacement yacht definition: A yacht comparable in size, number of cabins and berths as well as equipment);
- 5.2. a reasonable loss of the charter due to late return of the previous charterer or a repair of 24 hours per charter week;
- 5.3. the loss of the charter due to a condition for which the policyholder himself is responsible or already knew before the application for insurance;
- 5.4. Reductions in the charter price due to the lack of satisfaction or the absence of assured characteristics (e.g. cleanliness, dinghy, outboard motor, auxiliary sail, etc.), provided that this continues to ensure that the chartered yacht is fit to sail;
- 5.5. Charter prices which have not been paid via bank transfer (bank transfers / direct debits / credit cards) and not directly to the brokerage charter agency or charter base;
- 5.6. if the insurer is deprived of the possibility of recourse against the broker agency or the charter base by exclusion or other declarations of the policyholder or the right is not transferred by the policyholder to the insurer;
- 5.7. if the insolvency petition, the insolvent, mediating agency or the charter base has already been filed before the conclusion of the charter contract.

§ 6 Sum insured

The sum insured is the charter price stated in the application. The charter price stated in the application must correspond to the charter price of the charter contract. The maximum insured sum is 5,000 EUR per week, max. 15,000 EUR per cruise.

Tabular overview of the scope of insurance for the Skipper & Crew packages

These insurance packages are limited to the insurance cover for a continuous charter trip of up to 6 weeks for the skipper and a maximum of 9 crew members. Depending on the contents of the insurance package you have chosen, the packages include the following insurance benefits:

Insurance benefits	Insurance packages		
	Basic	Top	Platinum
Extended third-party liability insurance	✓	✓	✓
Personal- and/or property damage	3.000.000 €	6.000.000 €	6.000.000 €
Property loss	100.000 €	100.000 €	100.000 €
Damage to the chartered yacht caused by gross negligence	550.000 €	550.000 €	550.000 €
Security in case of a temporary confiscation	50.000 €	50.000 €	50.000 €
Claims of the owner due to losses of the following charter	20.000 €	20.000 €	20.000 €
Hotel and travel costs after a damage	1.000 €	1.000 €	1.000 €
Deposit insurance	✓	✓	✓
Deposit up to	1.500 €	3.000 €	5.000 €
Travel cancellation expenses insurance	✓	✓	✓
Max. total compensation	10.000 €	15.000 €	25.000 €
Travel health insurance			✓
Treatment, Pharmaceuticals, return transport			✓
Accident insurance			✓
Max. total compensation in case of invalidity			150.000 €
Max. total compensation in case of death			75.000 €
Rescue costs			50.000 €

Upon request, the deductible in the travel cancellation insurance for additional premium can be waived: A minimum of 100 Euros per person and claim is waived; in the event of illness or death, 20 percent of the reimbursable loss.

Privacy Statement

We take care of your personal data

EIS European Insurance & Services GmbH („we, „us“, „our“) has its registered office in the Federal Republic of Germany.

The protection of your personal data is a matter close to our heart!

This data protection declaration informs you about the way and why we collect your personal data. With this document we comply with our legal duty to provide information. Please read this information carefully.

1. Who is responsible?

„Responsible“ is the natural or legal person, authority, institution or other body that alone or jointly with others decides on the purposes and means of processing personal data in paper or electronic form and is legally responsible for this.

EIS European Insurance & Services GmbH is responsible in the sense of the applicable data protection regulations.

2. What personal data do we collect?

We may collect and process various types of your personal data, which you can find in the attached list:

- › Surname and first name
- › Address
- › date of birth
- › sex
- › Identification numbers of official or official documents
- › telephone number
- › email address
- › bank details
- › Lifestyle and other information.

We may collect and process special categories of your personal data, such as medical documents or information related to historical claims history.

3. How do we obtain and use your personal information?

We collect and process the personal data that you transmit to us and that we receive about you only for limited processing purposes and only with your consent, unless applicable laws and regulations permit us to collect and process such data without your consent.

In principle, we may collect and process your personal data without your consent if it is necessary for the performance of a contract, e.g. an insurance contract, to which you are a party, or for the implementation of pre-contractual measures, which are taken at your request, provided that they do not contain any special categories of personal data.

For contracts that contain special categories of personal data, we obtain your consent prior to their collection and processing.

We may process personal data from you that we have obtained from publicly available data sources or from third parties such as insurance brokers, business partners, other insurance companies, credit agencies, advertising networks, analysis companies, claims adjusters, experts, intermediaries, credit institutions and lawyers as part of the above processing purposes.

For those of the processing purposes mentioned above for which we do not require your consent for the processing of your personal data, we process your personal data in the context of product creation and claims processing in cases of doubt to safeguard our legitimate interest, to fulfill a legal obligation incumbent on us or to the necessary assertion, exercise or defense of legal claims or in actions of the courts in the context of their judicial activity.

If your personal data is processed in order to protect our legitimate interests or those of a third party, we first weigh up whether your interests or fundamental rights and freedoms, which require the protection of personal data, prevail, especially if the person concerned is a child.

We require your personal data if you wish to purchase one of our products or services. If you do not wish to provide us with your personal data, we may not be able to offer you the requested product or service.

Purpose of processing	Do we need your consent for this?
Do we need your consent for this? Initiation, fulfillment and administration of the insurance product (e.g. offer, underwriting, claims processing)	No. Your consent is only mandatory in the case of special categories of personal data. Nevertheless, we do not require your consent in the case of asserting, exercising or defending legal claims or in the case of actions of the courts within the framework of their judicial activity.
Monitoring outstanding payments	No.
We will keep you informed about new products and services that we think may be of interest to you. You can change this at any time by informing us briefly.	Yes.
Automated decisions on a case-by-case basis, to personalize your visits to our website and for other decisions regarding the creation of customized products for you based on computer technology.	No. Your consent is generally only required in the case of special categories of personal data.
Fraud prevention and control.	No. To fulfil our legal obligations (e.g. with regard to taxes or accounting).
As part of the conclusion of insurance contracts with insurers, reinsurers or co-insurers.	No.

4. Who has access to your personal data?

We undertake to process your personal data in such a way that this is appropriate in relation to the respective processing purpose.

Within the framework of the processing purposes mentioned above, your personal data may be passed on to the following third parties, who may also be responsible, if this is necessary and necessary („need to know“):

- › (Aufsichts) authorities, insurers, co-insurers, reinsurance under-takings, insurance intermediaries, agents and brokers and credit

institutions.

As part of the processing purposes mentioned above, your personal data may be passed on to the following third parties as contract processors, who are subject to our instructions, if this is necessary and necessary („need to know“):

- › Technical consultants, experts, lawyers, loss adjusters, doctors and other service providers who support our operational processes, e.g. in claims settlement or within IT, and
- › Advertisers and advertising networks that send you marketing materials or content to the extent permitted by law and within your preferences. We will not transfer your personal data to third parties for their own marketing purposes without your express consent.

Ultimately, we may transfer your personal information in the following situations:

- › in the event of any planned or actual restructuring, acquisition or sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, receivables or assets (including bankruptcy or similar proceedings); and
- › For the fulfillment of legal obligations. This also includes complaints you make to the relevant regulatory authority or to the Ombudsman, if applicable, in relation to any of our products or services.

5. From whom will your personal data be processed?

Your personal data may be processed within and outside the European Economic Area (EEA) by the legal entities mentioned in Section 4 on the basis of contractual agreements on confidentiality and security and within the framework of the applicable data protection regulations. We do not pass on your personal data to unauthorized persons for processing.

If we have your personal data processed by another company outside the EEA, this is generally done on the basis of binding internal data protection regulations which guarantee an appropriate level of data protection and are legally binding.

6. What rights do you have as a data subject?

You have the following rights as a data subject with regard to your personal data:

- › Data Subject's Right to Information - You have the right to request confirmation from us as to whether we are processing personal information about you and, if applicable, to request information regarding, for example, the purposes for which it was processed, the source of the data or the recipients or categories of recipients to whom the personal information has been or will be disclosed.
- › Revocation of consent - You have the right to revoke your consent at any time. The revocation of your consent does not, however, affect the legality of the processing carried out on the basis of your consent until you revoke your consent.
- › Right of rectification - You have the right to ask us immediately to rectify any inaccurate personal data concerning you.
- › Right to deletion („right to be forgotten“) - You have the right to demand that we delete personal data concerning you immediately, and we are obliged to delete your personal data within the scope of the legal requirements, unless there are other legal objections.
- › Right to limitation of processing - You have the right, under certain conditions, to require us to limit processing, for example if you dispute the accuracy of your personal data, for a period of time that enables us to verify the accuracy of your personal data.
- › Right to data transfer - You have the right to receive the personal data concerning you that you have provided to us in a structured, common and machine-readable format and you have the right to transfer this data to another responsible person.
- › You have the right to complain regarding the processing of your personal data against us directly or the permissible supervisory authority.

You may exercise your rights by contacting us as set out in Clause 9 and providing us with your name, email address, insurance number and the purpose of your request for better processing and identification.

7. How can you object to the processing of your personal data?

You have the right to object to the processing of your personal data in accordance with the applicable legal provisions. As soon as you assert your right of objection against us, we may only process your personal data to the extent that this is still legally permissible or we are legally obliged to do so.

You may exercise your right of objection in the same manner as described in Section 6.

8. How long do we store your personal data?

In principle, we store your personal data in accordance with our internal storage and deletion regulations for ten years from the date of expiry of an insurance policy or the associated insurance cover or the legally effective end of the contract or the legal invalidity of other documents or legal contexts as well as the final settlement of claims, unless statutory provisions stipulate a different storage period or allow us to do so.

In principle, we do not store your personal data for longer than is necessary in connection with the processing purpose.

9. Cookies

The Internet pages of EIS European Insurance & Services GmbH use cookies. Cookies are text files which are stored on a computer system via an Internet browser.

Numerous Internet pages and servers use cookies. Many cookies contain a so-called cookie ID. A cookie ID is a unique identifier of the cookie. It consists of a string of characters through which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This enables the visited Internet pages and servers to distinguish the individual browser of the person concerned from other Internet browsers that contain other cookies. A particular Internet browser can be recognized and identified by its unique cookie ID.

By using cookies, EIS European Insurance & Services GmbH can provide users of this website with more user-friendly services that would not be possible without the setting of cookies.

By means of a cookie, the information and offers on our website can be optimized in the interests of the user. As already mentioned, cookies enable us to recognize the users of our website. The purpose of this recognition is to make it easier for users to use our website. For example, the user of a website that uses cookies does not have to re-enter his access data each time he visits the website because this is taken over by the website and the cookie stored on the user's computer system. Another example is the cookie of the online computer. The online computer remembers a customer via a cookie.

The person concerned can prevent the setting of cookies by our website at any time by means of an appropriate setting of the Internet browser used and thus permanently object to the setting of cookies. Furthermore, cookies that have already been set can be deleted at any time via an Internet browser or other software programs. This is possible in all common Internet browsers. If the person concerned deactivates the setting of cookies in the Internet browser used, not all functions of our website may be fully usable under certain circumstances.

10. Subscribe to our newsletter

On the website of EIS European Insurance & Services GmbH, users are given the opportunity to subscribe to the newsletter of our company. The personal data transmitted to the data controller when ordering the newsletter is determined by the input mask used for this purpose.

When registering for the newsletter, we also store the IP address assigned by the Internet Service Provider (ISP) to the computer system used by the person concerned at the time of registration as well as the date and time of registration. The collection of this data is necessary in order to be able to trace the (possible) misuse of the e-mail address of a data subject at a later point in time and therefore serves to legally safeguard the data controller.

The personal data collected in the course of registering for the newsletter will be used exclusively for sending our newsletter. Furthermore, subscribers to the newsletter could be informed by e-mail if this is necessary for the operation of the newsletter service or registration in this respect, as might be the case in the event of changes to the newsletter offering or changes to the technical conditions. The personal data collected as part of the newsletter service will not be passed on to third parties. The subscription to our newsletter can be cancelled by the person concerned at any time. The consent to the storage of personal data, which the person concerned has given us for the newsletter dispatch, can be revoked at any time. For the purpose of the revocation of the consent an appropriate left is in each new type character. It is also possible at any time to unsubscribe from the newsletter dispatch directly on the website of the data controller or to inform the data controller of this in any other way.

11. payment method: Data protection regulations for PayPal as payment method

The data controller has integrated PayPal components into this website. PayPal is an online payment service provider. Payments are processed through so-called PayPal accounts, which are virtual private or business accounts. PayPal also offers the option of processing virtual payments via credit cards if a user does not have a PayPal account. A PayPal account is managed via an e-mail address, which is why there is no classic account number. PayPal makes it possible to initiate online payments to third parties or to receive payments. PayPal also acts as a trustee and offers buyer protection services.

The European operating company of PayPal is PayPal (Europe) S.à.r.l. & Cie. S.C.A., 22-24 Boulevard Royal, 2449 Luxembourg, and Luxembourg.

If the person concerned selects „PayPal“ as the payment option during the ordering process in our online shop, the data of the person concerned is automatically transferred to PayPal. By selecting this payment option, the person concerned consents to the transfer of personal data required for payment processing.

The person concerned has the possibility to revoke their consent to the handling of personal data at any time vis-à-vis PayPal. A revocation does not affect personal data that must be processed, used or transmitted for (contractual) payment processing.

The valid data protection regulations of PayPal can be found at <https://www.paypal.com/de/webapps/mpp/ua/privacy-full>.

12. SSL Encryption

This site uses SSL encryption for security reasons and to protect the transmission of confidential content. An encrypted connection can be recognized by the fact that the address line of the browser changes from „http://“ to „https://“ and by the lock symbol in your browser line. If SSL encryption is activated, the data cannot be read by third parties.

13. How can you contact us?

If you have a request or complaint regarding the processing of your personal data, you can contact us by post or e-mail as follows:

EIS European Insurance & Services GmbH

Scharfe Lanke 109-131

D-13595 Berlin

TPhone: +49302140820

E-Mail: datenschutz@eis-insurance.com

14 how often are adjustments made to this declaration?

We periodically review this document for current changes and make adjustments as necessary. We will ensure that you are always able to access the most recent version on our website www.eis-insurance.com/de/datenschutz/

This Privacy Policy was last updated on 15 January 2019.

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