



Special YACHT-POOL-Conditions
EU CS 20180718 - 2021 for the

CHARTER CANCELLATION-INSURANCE-PLUS

This document is a translation. In case of doubt, the German original version applies.

1. Scope of Insurance

The insurer pays compensation:

- 1.1 In the event of non-commencement of the charter for the cancellation costs owed to the charter company or other cancellation costs contractually incurred by the insured in connection with the charter.
- 1.2 In the event of cancellation of the journey for the demonstrably incurred additional return travel costs and the other additional costs of the insured directly caused thereby, provided that arrival and departure are included in the insured arrangement; this also applies in the event of subsequent return. The reimbursement of these costs will be deducted in relation to the type and class of means of transport, accommodation and meals on the quality booked by the trip. If, contrary to the booked trip, the return journey by plane is required, only the cost of a seat in the simplest aircraft class will be reimbursed. Not covered are medical costs, costs for escorts and costs for the transfer of a deceased insured person.
- 1.3 The insurer shall be liable to pay benefits in the amount of 1. if, as a result of one of the following important reasons, either the inability to travel of the insured person according to general life experience is to be expected or if the commencement of the journey or its scheduled termination can not reasonably be expected:
- 1.4 In the event of death, serious accident or unexpected serious illness (also a corona-infection) of the insured, his or her spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law, children-in-law or, if the journey was booked for 2 persons, also for the second person, provided s/he is also insured;
- 1.5 In case of vaccine intolerance of the insured person or, in the case of joint travel, of his spouse, minors or siblings of the insured person or of the parents of a minor insured and registered life partner, if the relative is also insured;
- 1.6 In the event of damage to the property of the insured or, in the case of joint travel, one of the insured's relatives referred to in 1.5 above as a result of fire, natural disasters or willful intent of a third party, if the damage is considerably large in proportion to the economic situation and assets of the insured person or if his presence is necessary to assess the damage.
- 1.7 If the chartered or a comparable yacht is not available solely due to the insolvency of the charter-agency or of the charter-provider and the payments made have not been repaid despite being requested in writing. That cover is subsequent to all other insurances or benefits by means of e.g. security certificates.

If the charter trip is not started for the reasons mentioned above, the insurer will also pay compensation for the contractually owed cancellation costs for the journey to and from the charter-destination, provided that travel costs are included in the sum insured.

2. Exclusions

The insurer is not liable:

- 2.1 For the dangers of war, civil war or war-like events, and those arising from the hostile use of war tools and the presence of war tools as a result of any of these dangers, political violence, riots, other civil unrest and nuclear energy.
- 2.2 The insurer is exempted from the obligation to pay if the policyholder was able to foresee the insured event at the time the insurance was completed (pre-illness) or if the policyholder / insured intentionally caused it. If the insured caused the damage by gross negligence, the insurer is entitled to reduce its performance in proportion to the seriousness of the policyholder's fault.
- 2.3 With resignation because of pregnancy and all associated complaints and illnesses.

3. Insured Value, Sum Insured, Deductible

- 3.1 The insured sum should correspond to the full advertised travel price (insured value). Costs for services not included therein (e.g. additional programs) are also insured if they have been taken into account in the amount of the insured sum. The insurer is liable up to the amount of the insured sum minus deductible; If the demonstrably incurred additional return travel costs exceed the insured value, the insurer will also replace the amount exceeding the insured value less deductible.
- 3.2 For every insured event, the insured person carries a deductible. This is - unless otherwise agreed - determined to 20 %.
- 3.3 The insured withdrawal sum must not be lower than that agreed in the charter contract (plus any flights, if applicable), otherwise underinsurance exists. In this case, resignation damages shall only be regulated in proportion to the amount of the agreed charter resignation insurance at the charter amount agreed in the charter contract.

4. Obligations of the Policyholder and the Insured in case of Damage

The policyholder / insured is obliged to:

4.1 Notify YACHT-POOL without delay of the occurrence of the insured event and at the same time cancel the trip at the booking office or, in the case of the trip already started, with the tour operator;

4.2 to provide YACHT-POOL, as far as reasonable, any relevant information and to provide all necessary evidence of his own accord, in particular medical certificates of illness, accident, vaccine intolerance;

4.3 At the request of the insurer, release the doctors from confidentiality in relation to the insured event, insofar as this request can be legally fulfilled.

4.4 If the policyholder / insured violates one of the above-mentioned obligations, the insurer is released from the obligation to perform the service, unless the breach is neither based on intent nor on gross negligence.

In the event of grossly negligent breach, the insurer shall remain obligated insofar as the breach has neither influenced the determination or the scope of the service of the insurer.

5. Group of people (Crew)

The insurer is also liable for performance in the scope of point 1, if the risks according to the points 1.4 - 1.6 for the group of persons (crew) described in the insurance certificate have occurred. In the event of damage, the crew list with the names of the crew members submitted to the charter-company must be presented.

6. Drop-out of the Skipper/ Travel Cancellation

The insurer pays compensation:

6.1 In case of non-use of the yacht for one of the important reasons stated in 1.4 - 1.6 of the conditions for the cancellation fees (drop-out of skipper) contractually owed by the insured to the charter company;

6.2 In the event of premature termination of the journey for one of the important reasons stated in points 1.4 - 1.6 for the unused portion of the costs of the charter, if a resale was not successful (drop-out of the skipper); This regulation applies only if the trip has to be cancelled due to the failure of the skipper and no replacement skipper can be procured.

6.3 In the event of premature termination of the journey (crew member's drop-out) for one of the important reasons stated in points 1.4 - 1.6 for the unused portion of his pro rata charter costs. This share is calculated according to the quota or the actual personal costs of the persons on the crew list deposited with the respective charter company or YACHT-POOL.

7. Payment of Compensation

If the insurer's obligation to pay is determined on the merits and the amount, the compensation must be paid within 2 weeks.

8. Contract Component

are also the "General terms and conditions (GTC) to the charter insurance 03".