



HAMBURGER YACHTVERSICHERUNG SCHOMACKER

SPECIAL TERMS AND CONDITIONS FOR SKIPPER'S PASSENGER ACCIDENT INSURANCE

1. Within the terms of the General Accident Insurance Terms and Conditions (AUB 88 updated 2008, see www.schomacker.de) this insurance cover extends to all accidents suffered by authorised occupants.

The insurance cover is valid when using the vessel or its dinghy, when docking and casting off as well as when on the jetty.

2. The insurance cover applies to all authorised occupants of the vessel (skipper and crew, where not just the former is to be insured), to the exclusion of those person employed with the service and maintenance of the boat (salaried and waged boat service staff).
3. In the event of damage/loss the insured amount will be divided by the number of persons on the vessel at the time of the accident. Each person is insured to the corresponding part sum of the insured amount. The full insurance amount will be payable to the skipper where only he is insured.
4. For persons under 18-years old, along with the AUB 88, the supplementary terms and conditions for Child Accident Insurance with the inclusion of toxication.
5. In accordance with Paragraph 2 I. (5) AUB 88 no insurance cover is extended with respect to accidents suffered by the insured persons by reason of being the pilot, co-pilot or occupants of a motorboat taking part in racing events or racing practice, by reason of travelling at high speeds or where the skipper/crew take part in regattas.

Special Terms and Conditions for the Co-Insurance of Salvage Costs for Occupants Insurance

6. If by reason of an accident covered by this insurance, an insured person suffers a heart-attack or stroke, the insurer will recompense the necessary costs, up to the amount specific in the insurance certificate, for:
 - a) search, rescue or salvage operations conducted by public or privately organised rescue services, where costs are normally charged in this respect.
 - b) transport of the injured party/parties to the nearest hospital or specialist clinic insofar as this is medically necessary and ordered by a doctor.
 - c) extra expense incurred in returning the injured to their permanent place of residence, provided this extra expense is due to medical requirements or is unavoidable given the nature of the injury.
 - d) in the case of death the transport of the body to the last place of residence.
7. The insurer is likewise obliged to pay compensation where the insured person incurs costs as described in 6. a) where no accident was actually suffered but where one was directly imminent or was reasonably expected given the circumstances.
8. Where another party is liable to pay compensation, the claim for compensation against the insurer can only be established in relation to the outstanding costs. If another liable party disputes its obligation to pay compensation, the policy holder can look directly to the insurer.

Special Terms and Conditions for the Insurance of Typical Diving-related Injuries in the Occupants Insurance

9. Supplementing Paragraph 1 III of the General Accident Insurance Terms and Conditions (AUB 88), we also offer insurance cover for typical diving-related injuries, where the dive is organised from the vessel or its dinghy, such injuries including compression sickness or eardrum injuries as well as for drowning or suffocation under water, including where no accident has occurred.

Special Terms and Conditions for the Co-Insurance of Passive War Risk in the Accident Insurance (BB Kriegsrisiko 92)

10. By way of amendment to Paragraph 2 I. (3) of the General Accident Insurance Terms and Conditions (AUB 88), insurance cover extends to accidents suffered by the insured person by way of war events, where he is not an active participant in the war or civil war (passive war risk). An active participant is deemed also to be anyone who, on behalf of one of the warring parties, supplies, removes or otherwise handles plant, equipments, devices, vehicles, weapons or other materials intended for the conduct of war.

Insurance cover is extended to accidents caused by terrorist attacks that have a causal connection with a war or civil war, which is carried out outside of the territories of the warring parties.

11. The following are excluded from insurance cover:

- a) accidents where the insured person travels to a war zone after the outbreak of war or civil war.
- b) accidents, where the insured person, by reason of his profession (e.g. journalist, camera man) travels to a conflict area in the expectation of a possible war or civil war.
- c) accidents caused by ABC weapons (atomic, biological or chemical weapons).
- d) accident in connection with a war or warlike situation between two world powers (China, France, United Kingdom, Japan, Russia, USA).
- e) accidents in connection with a war or civil war where the State, in which the insured party is domiciled or has his usual place of residence, is one of the warring parties or where the events of the war take place within the territory of this State.

12. The insurance cover extended under these Special Terms and Conditions will, however, only apply for a period of 14 days following midnight of the day upon which the hostile action broke out.

General Conditions

13. The basis of the insurance cover provided is the concluded charter agreement together with crew list which is to specify the date of the cruise, the names and dates of birth of the skipper and the crew. A crew list must be submitted to the charter company prior to the start of the voyage.
14. The policy holder must be in possession of the requisite official license for sailing the yacht.
15. The scope of application is worldwide.
16. The insurance cover starts with the date specified in the remittance documentation.
17. Damage/losses are to be reported immediately.

The present translation was completed on the basis of the relevant German source text, however, the latter alone is legally authoritative.