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Application & Terms:  
**Skipper & Crew**

**Gothaer**

**Application/Product Information**

Agency no: \_\_\_\_\_

Please fill in the application form. It is possible to send it back by post, by mail to [germany@eis-insurance.com](mailto:germany@eis-insurance.com) or by fax to +49 (0)30 214082 - 89. All information and the complete terms and conditions you can find at: [www.eis-insurance.com](http://www.eis-insurance.com).

The result of this application completed insurances are legally separate contracts with each associated conditions, specifically contract periods of commitment and binding contracts.

**Policyholder**

1. Name, first name\* \_\_\_\_\_ 5. Phone \_\_\_\_\_  
 2. Street, no.\* \_\_\_\_\_ 6. Fax \_\_\_\_\_  
 3. Zip, town, country\* \_\_\_\_\_ 7. E-mail \_\_\_\_\_  
 4. Nationality\* \_\_\_\_\_ 8. Profession \_\_\_\_\_ 9. Date of birth\* \_\_\_\_\_

Hereby I apply for the following insurance(s): **Please choose your insurance coverage/premium!**

**General Product Information**

Subsequent insurances are for skipper and crew of private used boats (incl. charter boats without professional occupation)

**Obligations in the event of loss:** In the event of damages, please, notify us immediately, at the latest within one week, by telephone +49 (0)30 21408219, by E-mail: [claim@eis-insurance.com](mailto:claim@eis-insurance.com) or notify us about the damages in writing.

Make sure you have extensive damage mitigation. Please contact for damage caused by burglary, vandalism, theft, loss of insured property or deliberate damage immediately to the policy. Explain precisely the circumstances that led to the damage. Treat yourself without prior consultation with your insurer no payment to the injured and enter in particular, no acknowledgement of guilt. Otherwise you endanger your insurance cover.

**Language of the contract:** Any information given and any communication regarding the entire contractual relationship will be in German. Upon the customer's request also in English.

**Extended Third-Party Insurance for Skippers** in accord with AHB, BBR and SHB 2008 of Gothaer Insurances AG, Köln

Insured is the legal liability of the policyholder in his capacity as charterer and skipper of a yacht worldwide.

The sum insured amounts to **2.000.000,- EUR** for damage to persons and property. The maximum payment for all claims within one year equals twice the sum insured.

The yacht's liability insurance is supplemented by the skipper insurance in case of insufficient coverage to be.

Included is:

- a) Damage to the chartered yacht in case of proven gross negligence up to **550.000,- EUR**  
(In case of damage a deduction of 2.500,- EUR is agreed)  
 b) Liability claims of the entire crew among themselves up to **2.000.000,- EUR**  
(In case of property damage, if the loss occurrence is higher than 150,- EUR)  
 c) Security deposit in case of confiscation in a foreign harbor up to **50.000,- EUR**  
 d) Claims of the yacht owner concerning charter failure due to major damage to the yacht at your fault up to **20.000,- EUR**  
(The bear of the costs for the first three days of the charter contingency takes the insurance holder on a pro-rata basis)

**Insurance benefit:** examination of the question, if and in which amount there will be an obligation to compensate damages and if in this case – compensation of the damage in money – if not – The defense of unjustified claims for damages. If there will be a legal action the liability insurer has to lead the process and pay the costs.

**Risk exclusions:** There is no third party liability covering everything. Each third party liability embodies exclusions. Not covered are: liability claims which exceed the scope of third party liability; claims which suffered by oneself; claims which are deliberately induced; claims you cause to certain close relatives (spouse, childrens), penalties and fines.

10. Start of the insurance \_\_\_\_\_ with annual renewal:  Yes  No

**Annual premium including insurance tax:****Sailing yachts:**

- Up to 10 m length 70,- EUR  
 Over 10 m length 95,- EUR

**Motor and Sailing yachts:**

- Up to 10 m length 80,- EUR  
 Over 10 m length 120,- EUR

The policy with invoice you will get directly from Gothaer Insurance. The documents will be issued approximately 14 days before insurance start and send to you by post. Please balance it within 14 days.

**Deposit Insurance for Chartered Yachts** in accord with BBK 2002D UNIQA Insurance AG

The retain of the bail for the skipper and the crew is insured by the owner/charterer due to loss or damage of the chartered ship by shipping casualty, sinking, fire, thunderbolt, theft or robbery and damage due to natural catastrophes respectively.

**Insurance benefit:** Examination of the question whether and in which height an obligation exists for them to compensation, if yes – the compensation of the damage in money up to the amount of the insured bail, if no – the rejection of unauthorized requirements for compensation.

**Risk exclusions (§5 BBK):** A bail insurance, which covers everything, cannot exist. Each bail insurance contains exclusions. Not covered are e.g.: damages caused by gross negligence and intention; damages caused by faulty designs, fabrication defects or material defects; common influences of the weather as well as rust, oxidation, corrosion; lacquer damages, scrape and scratch damages (if these are only in the gelcoat); damages by theft and non-delivery, going overboard as well as pilferage of more loose and not secured things respectively.

The premium incl. insurance tax per cruise (max. 4 weeks) is calculated based on the deposit and amounts to 7.2% for deposits up to 2.200,- EUR and 6.2% for deposits over 2.201,- EUR for the aforementioned charter trip. The **minimum premium is 50,- EUR.**

- 1) Coverage per cruise (max. 4 weeks) is calculated based on the deposit and amounts to 7.2% for deposits up to 2.200,- EUR and 6.2% for deposits over 2.200,- EU. The **minimum premium amounts to 50,- EUR.**  
 2) One-year cover (364 days) is calculated based on the deposit and amounts to 14% for deposits up to 2.200,- EUR and 12% for deposits over 2.200,- EUR. The **minimum premium amounts to 100,- EUR.**  
 3) Regatta risk: premium plus 10% addition regarding the one-year cover as well as coverage per cruise.

Deductible 72,- EUR per loss event and regarding regattas 10% of the deposit, but at least 150,- EUR.

11. **Charter cruise** from \_\_\_\_\_ till \_\_\_\_\_
12. **Premium** incl. insurance tax for one-year cover (364 days) start \_\_\_\_\_
13. **Lessor (basis)** \_\_\_\_\_
14. **Deposit** \_\_\_\_\_ EUR 15. **Premium** \_\_\_\_\_ EUR

Please, transfer the premium of the deposit insurance to the account: EIS - European Insurance & Services GmbH; Postbank Berlin; Account number: 665845107; Sort Code 100 100 10; IBAN: DE87 1001 0010 0665 8451 07; BIC: PBNKDEFF specifying your name and adding „deposit insurance“ and return your application by post or fax to the address stated above. The bank confirmation of fund-transfer is regarded as the valid policy. The insurance cover commences with the payment of the premium only.

Hereby I irrevocably cede the right of regulation to the aforementioned charter base (Agreement of charter base required).

**Travel Cancellation Expenses Insurance** in accord with AVB 2008 and BBR 2008 of Gothaer Insurances AG, Köln

All persons mentioned below are insured on basis of the AVB 2008 and BBR 2008 together with clauses and special conditions of the Gothaer as well as the regulations of the WG (in particular §§ 82 and 83), the travel rescission costs for the below mentioned sailing trip. The period of insurance runs from the beginning of insurance to the end of the journey.

**Requirements**

This travel rescission cost insurance can be only concluded within fourteen days after receipt of the reservation confirmation. The arrival and departure as well as possible additional reservations are co-insured under the condition that these costs were demonstrably considered with the calculation of the insured sum.

**Insurance benefit:** The insurer indemnifies e.g. with heavy illness, accident, death, inoculation incompatibility, pregnancy or with damage to the property for the contractually owed travel rescission costs in case of non-taking part of the journey and in the case of breaking off of the journey for the additional travel expenses less the participation mentioned in the conditions (at least 25,- EUR) in money.

**Risk exclusions:** A travel cancellation expenses insurance, which covers everything, cannot exist. Each travel rescission costs insurance contains exclusions. The insurer is free from the obligation of indemnification, in case the occurrence of event insured was predictable by the insured person/policyholder at the time of conclusion of the insurance or the insured person/policyholder caused it by intention or gross negligence. With death, accident or illness of dependents who have completed the 75th year of life. For the dangers of war, civil war or war-similar events and such, which result independently of the state of war from the hostile use of war tools as consequence of one of these dangers, political acts of violence, riot other civil unrests and nuclear energy.

16. **Charter cruise** from \_\_\_\_\_ till \_\_\_\_\_
17. **Lessor (basis)** \_\_\_\_\_

Name, first name	Skipper		Pro-rated Travel Cost
	Yes	No	
18. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
19. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
20. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
21. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
22. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
23. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
24. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____
25. _____	<input type="checkbox"/>	<input type="checkbox"/>	_____

Overall travel cost/Sum insured (rounded off to the next full 100,- EUR).

The premium incl. insurance tax amounts to 4 percent of the sum insured (4,- EUR per 100,- EUR). The minimum premium amount is 35,- EUR.

26. = Sum insured \_\_\_\_\_ 4% thereof = \_\_\_\_\_ EUR  
 For the rescission of travel insurance you will get a policy together with an invoice by the Gothaer insurance.  
 This is to be settled within 14 days.

**Charter Price Contingency Insurance** in accord with the BVB/BK 2007 UNIQA Insurance AG, Vienna

This insurance covers your risk as a charter customer of a recreational craft in case of failure of the charter price due to failure to provide the benefit and of the insolvency of a charter base and/or agency worldwide.

**Requirements**

This charter price contingency insurance may only be taken out within **fourteen days** after receipt of the booking confirmation.

On the basis of the condition for the charter contingency insurance and the special conditions for the insurance on hall of water sports vehicles the bad debt losses of the legally established entitlement to repayment of the paid charter price of the charter submitted in the application of the policy holder, due to non-fulfilment of the service, the making available of the yacht on the part of the lessor due to insolvency and/or due to not passing on the customer's monies (insolvency of the agency) are insured.

**Insurance benefit:** Replacement service in the event of insolvency/not passing on of the customer's monies to the amount of the charter price/sum insured. Additional costs for flights and higher charter costs up to 1.500,- EUR per trip.

**Risk exclusions:** There is no charter price contingency insurance covering everything. Each charter price contingency insurance contains exclusions. For example, in the insurance not included are: The loss of the charter due to a condition, which the policy holder himself is responsible for; reduction of the charter price, a reasonable loss of the charter or the absence of a promised quality; charter prices, which were not paid via bank transfers (bank transfer/credit card) and which were not paid directly to the agency or the lessor (basis).

27. Charter trip/duration from \_\_\_\_\_ till \_\_\_\_\_ 28. Boat type \_\_\_\_\_
29. Number of the charter contract \_\_\_\_\_ 30. Booking date \_\_\_\_\_
31. Charter price \_\_\_\_\_ EUR 32. Agency \_\_\_\_\_
33. Lessor (basis) \_\_\_\_\_



## Explanation and Important Notes

### Pre-contractual duty of disclosure

Up to the submission of your contractual statement as policyholder you must inform us truthfully and completely of the conditions of risk known to you, which may be significant for our decision to conclude the contract with you and with the agreed content and which we asked for in writing or in text form. This previous sentence does not only apply if you fill in the application yourself, **but also if a third party** (e.g. the broker) fills in the application in your name. If you breach this duty of disclosure we may withdraw from the contract.

**Our right of withdrawal is excluded, if you did not breach the duty of disclosure intentionally or grossly negligently.** In this case we have got the right to terminate the contract subject to a term of one month. Our right of withdrawal due to grossly negligent breach of the duty of disclosure **and our right of termination are excluded**, if we had concluded the contract knowing about the conditions not stated, even if we had concluded it under other conditions. Upon our request any other conditions become an integral part of the contract retroactively in the event of a breach of duty from the current insurance period, which you are not responsible for.

### Declaration of consent according to the Federal Data Protection Act

**I agree that** EIS European Insurance & Services GmbH (in short EIS) to the required extent may pass on data, which may stem from application documents or from the execution of the contract (premiums, events of loss, risk/contractual changes) to the insurer and reinsurer for the evaluation of the risk and for the processing of the reinsurance as well as for the evaluation of the risk and the entitlements to other insurers and/or to the Gesamtverband der Deutschen Versicherungswirtschaft e. V. (German Insurance Association) in order to pass on the data to other insurers. This consent also applies irrespective of the realisation of the contract as well as for the respective enquiries for other insurance contracts applied for and for future applications. **Furthermore, I agree that** EIS and the insurers and reinsurers save general data regarding the application, contract and services in databases, as far as this serves the purpose of the orderly execution of my insurance issues. Without any impact on the contract and **revocably at any time I also agree that** EIS may use my general data regarding the application, contract and services for advising and supporting with other financial services.

These consents only apply if I was able to acknowledge before my filing the application the content of the bulletin regarding data processing as part of the customer information handed out to me before the application.

### Other notes

There are **no separate fees or costs for the acceptance of the application.** Debit-return fees and costs of a dunning process will be asserted. EIS/the insurer, who reserves the right of acceptance of the application, will review the application. EIS will confirm acceptance of the application after a positive review by sending the policy and invoice. The applicant is bound to his application for 14 days, unless he cancels his application in writing.

### Contractual basis

The mutual **rights and duties** are determined by the application, a carbon copy/copy of which I am provided with upon application, possibly by any written declarations provided, by the legal provisions of the Federal Republic of Germany as well as by the terms and conditions for the insurance and customer information, including the tariff and service descriptions, which I was provided with before filing my application. Any verbal subsidiary agreements are legally invalid.

### Right of rescission

You may rescind your contractual declaration within two weeks without providing reasons in written form (e.g. letter, fax, e-mail). The period commences with your receipt of the insurance policy, the contractual provisions including our General Terms and Conditions for insurance as well as the contractual information (product information sheet and insurance information) and these instructions. To ensure the period for the rescission the timely sending of the rescission suffices. The rescission must be addressed to EIS, Scharfe Lanke 109 – 131 in 13595 Berlin.

### Consequences of a rescission

In the event of a rescission taking effect your insurance cover ends and we will refund the part of your premium, which applies to the period after your rescission. Special notes: We may keep the part of your premiums, which applies to the period before receipt of your rescission, if you have agreed that the insurance cover commences before the expiry of the period of rescission.

If you have not granted such an agreement or if the insurance cover only commences after the expiry of the period of rescission we will refund the entire premiums paid. We refund premiums immediately, at the latest 30 days after receipt of the rescission. Your right of rescission is excluded if both sides completed the contract upon your express request before you exercised your right of rescission. If you rescind a replacement contract your original insurance proceeds. There is no right of rescission for contracts with a period of validity of less than a month.

### Registration

EIS - European Insurance & Services GmbH is registered as insurance agent with the central registration office (DIHK) according to § 34 d Para. 4 of the Industrial Code with the registration number D-LGMO-Y6W2Q-40.

DIHK Berlin, Deutscher Industrie- und Handelskammertag, Breite Str. 29, 10178 Berlin, Telephone 0180 500 58 50 (Telecom 0.14 EUR/min.) Internet [www.vermittlerregister.info](http://www.vermittlerregister.info) or [www.vermittlerregister.org](http://www.vermittlerregister.org).

## Terms and Conditions for the Skipper Liability Insurance (SHB 2008 of the Gothaer Insurance AG, Köln)

### § 1 Validity of the coverage

- The insurance cover is valid only on a subsidiary basis. The other liability or comprehensive covers are to be invoked ahead of this insurance.
- Insured is the legal liability of private, not commercial, steering of chartered or other third-party water vehicles up to an overall cruise duration of 6 weeks per insurance year.
- Unless specially agreed upon, there is no insurance coverage:
  - for overall cruise duration longer than 6 weeks per insurance year
  - for steering of motor yachts with more than 750 hp and sailing yachts with more than 120 m<sup>2</sup> sail area (main sail and fore sail, not spinnaker)

### § 2 Basis of the insurance

Applied as basis for this insurance are:

- General Terms and Conditions for Third Party Liability (AHB), as well as the
- Special Conditions and Risk Descriptions (BBR) for Sportboat liability insurance

### § 3 Coverage extensions

- Co-insured is the use of dinghies with motor power up to 20 HP
- Partly changed from § 4.1.6. a) of the AHB, also insured are damages to the chartered yacht due to gross negligence of the policyholder, if officially proven. The cover amount for this extension is limited to 550.000,- EUR per claim and insurance year. The deposit paid to the charter base will not be reimbursed. In addition, a deductible for each claim in the amount of 2.500,- EUR is agreed upon for this coverage extension.
- As an extension of position B of BBR, covered is the risk of preliminary confiscation of a water sport vehicle in a foreign port with a bail totalling up to 50.000,- EUR
- As an extension of position D, points I and II of BBR, also insured are liability demands from the charter base or owner of the yacht's for loss of hire as a result of major damages caused by the policyholder or his crew. Proof must be provided that the yacht is no longer suitable for charter cruises in light of the major damages. The loss of hire insurance included in the yacht's comprehensive cover is to be invoked in this case ahead of this insurance. Such possible demands are to be documented as follows:
  - Damage report from the policyholder incl. original charter lease
  - Expert opinion on comprehensive cover damages, repair duration, and confirmation of the vehicle's unsuitability for cruise
  - Leases of forthcoming charters and funds transfer files thereof. The cover amount for this extension is limited to 20.000,- EUR per claim and insurance year. The cost for the first three days of loss of hire is to be born in proportion by the policyholder.

### § 4 Special agreement USA/Canada

There is no coverage for charter cruises in the USA and Canadian territorial waters.

### § 5 Limits of cover

As a basic principle the cover amounts to 2.000.000,- EUR lump-sum for damages to persons and property alongside 100.000,- EUR for loss of fortune. The total compensation within one insurance year is limited to double the said amounts. The individual limits under insurance extensions in line with Point 3, Clauses 2 to 4 remain untouched.

**Special Terms and Conditions for the Charter Security Insurance (BBK 2002D)**

- § 1 **Coverage:** The loss of the charter security deposit through loss or damage of the chartered boat in an event according to § 4
- § 2 **Legal bases:** The German Insurance Contract Act (VVG) and various Austrian laws apply.
- § 3 **Area of coverage:** The insurance covers the water surface as delimited in the signed charter contract.
- § 4 **Scope of the insurance:** Insured is the non-refunding of the deposited amount for the chartered yacht because of any risks the yacht is exposed to during the duration of the insurance. In the case of loss or damage of the engine, motor, propulsion, battery, dynamo or starter the insurance's valid only in cases where the damage was caused by an accident (i.e. a sudden, external impact that damages the insured object directly through mechanical force), sinking, fire, lightning, explosion, earthquake, seaquake, volcanic eruptions, other natural disasters, theft, raid
- § 5 **Exclusions:** Not covered is:
1. the risks of war, civil war, war-like events, and the dangers that come along with the presence or use of weaponry, independently of the civil situation
  2. the risks of strike, lock-out, riots, plunder, political force or any kind of civil unrest or sabotage
  3. the risks of seizure, confiscation or any other interference of public authorities
  4. the risks of nuclear energy or radioactivity
  5. the risk of embezzlement
  6. such risks that are covered by the charter base's insurance, and for which no excess applies
  7. damages that are caused by insufficient manning, deficient equipment or unseaworthiness of the insured yacht
  8. damages through deficiencies in the construction, fabrication of the material; yet loss or damage to other insured objects are insured as a direct consequence of the aforementioned deficiencies
  9. damages through work, normal weather impact such as rust, oxidation, corrosion, osmosis, age, tear-and-wear, fouling, vermin, rats, mice and the like
  10. scratches and marks
  11. damage caused by resistance against legal or interference of public authorities, orders and recommendations of the transportation firm, the warehouse company of the port authority as well as damages through public or court's orders or the execution thereof
  12. damages because of insufficient mooring or anchoring, abandoning of the yacht at sea or open coast, as well as insufficient security measures against theft, burglary, robbery
  13. damages through inadequate means of transportation or loading
  14. damages during transportation, caused by inadequate loading, fixing, security measures against total loss, if not executed by the transport firm
  15. damages through loss, falling over board or theft of loose, unsecured objects
  16. damages through use of the insured yacht for other purposes than pleasure craft, and, insofar as no special agreement was made, commercial exploitation
  17. depreciation
  18. indirect damages of any kind
- § 6 **Qualification of the skipper:** The insurance is valid only on condition that the yacht is steered by a qualified skipper. The qualification needs to be proven at the insurer's request. The proof is considered valid if the skipper is in possession of the licence required in the cruising area.
- § 7 **Fault:** If the damage is caused by either the policyholder, the skipper or one of the crew members intentionally or at gross negligence, the insurance coverage is voided.
- § 8 **Sum insured:** The sum insured equals the deposited sum mentioned in the insurance application.
- § 9 **Premium and policies:** The policyholder is requested to remit the premium including insurance tax to the following bank account: Account holder: EIS - European Insurance & Services GmbH; Bank: Postbank Berlin; IBAN: DE53 1001 0010 0000 0006 65, BIC: PBNKDEFF; Subject: „deposit insurance“. The transfer needs to be concluded before the beginning of the charter. The name of the account holder needs to be the same as of the policyholder. Otherwise, a special remark is required. The note of transfer is regarded as cover note. No policies are issued. Incomplete or flawed applications are regarded as invalid. The same applies to non-payment of the the premium or insufficient payment.
- § 10 **Notification about risks before conclusion of the contract:** The policyholder is obligated to notify the insurer prior to conclusion of the contract about all facts he is aware of that could become relevant for the insurance of the object. Any detail the insurer asked for explicitly and in written is considered relevant. The insurer can cancel the contract ad initio in case of non-compliance. The insurer becomes free of any obligations from the contract.
- § 11 **Obligations in case of a claim:**  
Any notification about a claim is to be addressed to EIS - European Insurance & Services GmbH, Scharfe Lanke 109-131 in D-13595 Berlin, Germany. Telefon +49 30 214082-0, Fax +49 30 214082-89. The policyholder is obligated to report the claim immediately without delay. He is further to undertake any actions in order to minimize or avoid the damage, and if possible receive and follow recommendations from EIS - European Insurance & Services GmbH. The charter base is obligated to allow the insurer an inspection of the yacht and damages before the beginning of repairs. The charter base is obligated to make available any information or documentation that are relevant for an assessment of the damage. Especially the following documents need to be transferred to the insurer by the policyholder: minutes of the course of events, causes and kind of damage; name, address of any involved persons or witnesses; address, reference number of an official port authority; proof of the original value of damaged objects (bills, invoices, etc.); estimate of the damage. The policyholder is obligated to report any damage that is caused by fire, explosion, burglary, theft, raid to the next authority immediately. He has to inform the authority about all relevant details including damaged objects and the value thereof. The insurer is free of any obligations in case of non-compliance of the policyholder with the stipulations of the policy or the terms and conditions in accord with §§ 6 and 62 of insurance laws (VVG). If the policyholder wishes to forward any claims against a third-party, and the insurer satisfies these claims, all rights against this third-party are automatically ceded by the policyholder. (§67 VVG). If the policyholder cedes his claims against third-parties or any right that could help to prove the case, the insurer is freed of any obligations insofar as he could have recovered the claim from the third-party.
- § 12 **Compensation:** The compensation is the refunding of the non-returned deposit in case of an event insured under the present terms and conditions. The maximum indemnity is limited by the sum insured.
- § 13 **Excess:** The excess per claim amounts to 72,- EUR. In case of claims during a participation of regatta the excess will raise up to 10% of the loss amount, but minimum 150,- EUR.
- § 14 **Period for filling an action:** The insurer is free of any obligations if the claim is not validated in court within one year. The period starts running after the insurer has denied settlement of the claim including reasons thereof and notified the policyholder of legal consequences. The period is delayed during negotiations about an amicable settlement and while the policyholder is objectively inhibited from filling an action.
- § 15 **Duration of the contract:** The duration for individual contracts will be the charter period according to the application form. It shall not exceed 4 weeks. The duration for annual contracts will be 364 days from the beginning according to the application form.
- § 16 **Court of jurisdiction:** Any disputations of the contract shall be carried out at the seat of the insurer's central administration (the main insurer, if several) in Austria. If the policyholder is a private person (in accord with the consumer protection law), he can also file the claim at his permanent residence in Austria.

The insurer is Uniqua Versicherungen AG, Vienna, Austria

**General Conditions for Travel Cancellation Expenses Insurance (AVB)****§ 1 Extent of the cover**

- 1.1 The insurer shall pay out compensation:
- 1.1.1 To the insured in the amount of the contractually owed cancellation costs to either the travel organisation or another in the event of non-departure;
  - 1.1.2 (On abandonment of the voyage) for additional return journey costs proven to have arisen and the additional costs directly rising to the insured party, on condition that the arrival and departure are included in the arrangement of the insured party; this also applies in the case of a delayed return journey. Reimbursement of these costs will focus upon the quality level of the booked voyage with regard to the type and class of transport, accommodation and catering. Should, in contrast to the booked voyage, the return journey have to be made by air, the costs for an airline seat in the cheapest class only will be reimbursed. Medical expenses, the costs for a companion or the costs arising due to the transport of the mortal remains of the insured party are not covered by the insurance
  - 1.2.3 For the amount of booked but unused services in the event of cancelling the trip, provided that it was separately agreed upon in the insurance policy
- 1.2. In the scope of section 1 the insurer is liable, if after completion of the insurance contract/trip booking of the herein after called significant causes for the policyholder/insured or risk person occur: If either the policyholder/insured is unable to travel according to general life experience is expected or if it is not reasonable to expect that the policyholder/insured can take part in the trip nor complete the trip as scheduled.
- 1.2.1 death, serious injury or unexpected serious illness, pregnancy, incompatibility immunization
  - 1.2.2 Damage to the property of the policyholder/insured due to fire, explosion, explosion, force majeure or the intentional criminal act by a third party provided that the damage is significant or the presence of the policyholder/insured is required to assess the damage;
  - 1.2.3 Loss of employment of the insured or a risk person also travelling due to an unexpected operational based dismissal by employer.
  - 1.2.4 the unexpected assumption of employment by the insured person or a risk person also travelling, as long as the insured was registered as unemployed at the time of booking.
  - 1.2.5 In addition to the policyholder/insured the risk persons are the spouse or partner of the policyholder/insured, their children, parents, siblings, grandparents, grandchildren, stepparents, stepchildren and individuals who have booked a trip and insured themselves together with insured.  
If more than 2 people have booked a trip together then only the respective, above mentioned family members of the policyholder/insured are considered risk persons.

**§ 2 Exceptions**

- 2.1 The insurer is not liable for;
- 2.1.1 the risks associated with war, civil war, acts similar to acts of war and such that, independent of a state of war, arising from the hostile use of weapons of war, as well as the existence of weapons of war as consequence of one of these risks;
  - 2.1.2 strikes, lock-out, labour unrest, terrorist or political acts of violence, independent of the herein involved persons, disturbances, or other civil unrest;
  - 2.1.3 the confiscation, revocation or other interference of local authorities;
  - 2.1.4 the use of chemical, biological or biochemical substances or electromagnetic waves as weapons with consequences dangerous to public safety and without consideration of other contributing causes;
  - 2.1.5 nuclear energy or other ionising radiation.
- 2.2 The insurer is no longer liable for services, if the policyholder/insured/risk person intentionally causes the insured event. In the event of gross negligence, the insurer entitled to reduce his service in proportion to the severity of fault of the policyholder/insured.

**§ 3 Obligation to Disclose**

- 3.1 Completeness and accuracy of information concerning risk-related circumstances  
The policyholder/insured is required to provide the insurer with information of all dangerous circumstances known at the time of contractual statement, after receiving a request for such circumstances in writing: Circumstances which, for example, play an influential role in the insurer's decision to close a contract with the contents agreed upon. The policyholder is also obligated to disclose information regarding questions in writing similar to those in the previous sentence, as is the case after contractual statement, before the insurer accepts the contract. Risk-related circumstances are those which are influential to the insurer's decision making process to either to close a contract at all or with the contents agreed upon.  
If the contract is closed by a representative of the policyholder and the representative is aware of risk-related circumstances, then the policyholder will be treated as if he/she were aware of this or fraudulently concealed such information.
- 3.2 Cancellation
- 3.2.1 Cancellation Requirements  
Incomplete or inaccurate information concerning the risk-related circumstances entitle the insurer to rescind the insurance contract.
  - 3.2.2 Exclusion of cancellation rights  
The insurer is not entitled to cancel the contract, if the policyholder proves that the inaccurate or incomplete information was neither intentionally nor negligently provided. The insurer is not entitled to cancel the contract due to gross negligent violation of the obligation to disclose, if the policyholder proves that the insurer closed the contract, even under other conditions, with the knowledge of the non-disclosed circumstances.
  - 3.2.3 Consequences of cancellation  
In the event of cancellation there exists no insurance coverage. If the insurer cancels the contract after the insured event, the insurer may not withhold insurance coverage, if the policyholder/insured proves that the incomplete or inaccurate disclosure of information did not cause the insured event nor did it effect the decision or scope of services. But even in this instance there is no insurance coverage if the policyholder fraudulently violated the obligation to disclose. The insurer is entitled to the amount corresponding to the elapsed time up to the taking into effect of cancellation.
- 3.3 Termination  
If the insurer is not entitled to cancel the contract because the violation of the obligation to disclose was not caused by intent or gross negligence, the insurer may terminate the contract by giving one month's notice. The insurer is not entitled to cancel the contract, if the policyholder/insured proves that the insurer closed the contract, even under other conditions, with the knowledge of the non-disclosed circumstances.
- 3.4 Retroactive contract adjustment  
If the insurer cannot cancel or terminate the contract, because he/she closed the contract, even under other conditions, with the knowledge of the non-disclosed circumstances, then the other conditions will become retroactive contract elements by request of the insurer. If the violation of the obligation to disclose is outside the of the policyholder, then the other conditions will become contract elements beginning with the current insurance period. If the amount is increased by more than 10 percent due to the contract adjustments or if the insurer eliminates the risk coverage for the circumstances not disclosed, then the policyholder may terminate the contract without notice within a month after receiving the insurer's notification.
- 3.5 Administration of the rights of the insurer  
The insurer must assert his/her entitled rights according to 3.2 through 3.4 within one month in writing. The period begins when he/she is made aware of the violation of the obligation to disclose which justifies the assertion of his/her rights. The insurer must provide the circumstances on which his/her statement is based; the insurer may provide further circumstances at a later date justifying the statement provided one month's time has not elapsed. The insurer is only entitled to the right according to section 3.2 through 3.4, if the insurer has pointed out the consequences of violations of the obligation to disclose in separate written notification. The insurer is not entitled to the rights in sections 3.2 through 3.4, if the insurer was not aware of the undisclosed risk circumstances or the inaccuracy of information.
- 3.6 Rescission  
The right of the insurer to rescind the contract due to fraudulent information remains unaffected.

**§ 4 Increase of risk**

- 4.1 The term increase of risk
- 4.1.1 An increase of risk is present, if after the filing of the contractual statement of the policyholder the actual existing circumstances have changed so significantly that the occurrence of an insured event, an increase of damage, or an unjustified insurance claim would be more probable.
- 4.1.2 An increase of risk can in particular, but not only, exist, if a risk-related circumstances changes after the insurer requested information before completion of the contract.
- 4.1.3 According to section 4.1.4 an increase of risk is not present, if the danger has only slightly increased or, according to circumstances, is to still be insured.
- 4.2. Obligations of the policyholder/insured
- 4.2.1 After filing of the contractual statement, the policyholder/insured may not carry out an increase of risk, or permit a third-party to do so, without prior approval by the insurer.
- 4.2.2 If the policyholder/insured recognises after the fact, that an increase of risk has been carried or permitted out without the approval of the insurer, then the policyholder/insured must inform the insurer immediately.
- 4.2.3 If an increase of risk which occurs after the filing of his/her contractual statement against his/her will, then the policyholder/insured must inform the insurer immediately after becoming aware of the increase of risk.
- 4.3 Termination or contractual adjustment by the insurer
- 4.3.1 Insurer's right to termination  
If the policyholder/insured violates his/her obligations according to section 4.2.1, the insurer may terminate the contract without notice, if the policyholder intentionally or gross negligently violates his/her obligations. If the violation occurs due to slight negligence, then the insurer may terminate the contract after giving and adhering to one month's notice. The insurer may not terminate the contract, if the policyholder proves that obligations were violated outside of his/her control. If the insurer is made aware of an increase of risk in instances according to 4.2.2 and 4.2.3, the insurer may terminate the contract after providing and adhering to one month's notice.
- 4.3.2 Contract adjustment  
Instead of terminating the contract, the insurer may demand an increased premium, corresponding to the business principles, beginning at the moment of increase of risk or exclude the coverage of increased risks.  
If in this instance the premium is increased by more than 10 percent or if the insurer excludes coverage of increased risks, then the policyholder may terminate the contract without notice within one month after receiving the insurer's notification. The insurer is required to inform the policyholder of this termination right in the notification.
- 4.4 Termination of the insurer's rights  
The insurer's termination rights according to section 4.3 are voided, if they are not executed within one month of receiving knowledge of the increase of risk or if the condition is returned which existed before the increase of risk.
- 4.5 Exemption from performance due to increase of risk
- 4.5.1 If an insured event occurs after an increase of risk, then the insurer is not obligated to provide services, if the policyholder/insured intentionally violated his/her obligations according to section 4.2.1. If the policyholder/insured violated these obligations due to negligence, then the insurer is entitled to reduce the services in proportion to severity of fault by the policyholder/insured. The burden of proof that gross negligence did not take place is on the policyholder/insured.
- 4.5.2 In the event of an increase of risk according to section 4.2.2 and 4.2.3 the insurer is not obligated to provide services to the insured for intentionally caused violations of obligations, if the insured event occurs more than one month after the point in time in which the notification should have been received by the insurer.  
If the policyholder/insured negligently violated his/her obligations, then section
- 4.5.1 sentences two and three are valid accordingly. The insurer remains obligated to provide services, if the increase of risk was known to the insurer at the point of time noted in sentence 1.
- 4.5.3 The insurer's coverage remains in effect,  
a) provided that the policyholder/insured proves, that the increase of risk did not influence the occurrence of the insured event or for the scope of coverage or  
b) if at the time of occurrence of the insured event the time for termination by the insurer is expired and a termination was not carried out.

**§ 5 Premium**

- 5.1 The set premium in the invoice includes the premium tax which the policyholder must pay in the respective amount specified under law.
- 5.2 Payment and the consequences of late payment/first or one-time amount
- 5.2.1 Due-date and timeliness of payment  
The first or one-time premium, if nothing else is agreed on, is due immediately after two weeks have elapsed after receipt of the insurance policy. If yearly payments are made based on a schedule, then the initial premium is considered only as the first payment of the yearly amount.
- 5.2.2 Insurance coverage beginning at a later date  
If the policyholder fails to pay the first or one-time premium on-time, but at a later date, then the insurance coverage begins at time of first payment, provided that the policyholder was made aware of this via a separate written notification or via clear notification in the insurance policy. This does not apply if the policyholder proves that the non-payment was outside of his/her control.
- 5.2.3 Cancellation  
If the policyholder fails to pay the first or one-time premium on-time, then the insurer may cancel the contract, provided that the premium is not paid. The insurer may not cancel the contract if the policyholder proves that the non-payment was outside of his/her control.
- 5.3. Payment and the consequences of late payment/Subsequent premiums
- 5.3.1 Due-date and timeliness of payment  
Subsequent premiums are due at the respective agreed upon time.  
If a subsequent premium is not paid on time, then the policyholder will be in default without warning, provided that the delayed payment was not outside the control of the policyholder. The insurer is entitled to demand damages arising from default payments.
- 5.3.2 Demand for payment  
If the subsequent premium is not paid on time, the insurer may set a payment deadline of at least two weeks from date of issuance for the policyholder in writing at the policyholder's expense. The provision is only valid if the delinquent premium amounts, interest and costs are itemised and the legal consequences connected with the expiration of the deadline are specified.
- 5.3.3 No insurance coverage  
If the policyholder is still in default after the expiration of the deadline, then there is no insurance coverage until payment is made, if the policyholder was informed of demand for payment in accordance with section 5.3.2.
- 5.3.3 Termination  
If the policyholder is still in default after expiration of the deadline, then the insurer can terminate the contract without notice, provided that the policyholder was informed of the demand for payment in accordance with section 5.3.2.
- 5.3.4 If the insurer has terminated the contract and the policyholder pays the demanded amount within one month, then the contract continues to be valid. For insured events occurring between the receipt of termination and the receipt of payment, there is no insurance coverage.
- 5.4 Premium for premature contract termination
- 5.4.1 In the event of termination of the insurance contract before the expiration of the insurance period the insurer is only entitled to the pro-rated amount of the premium, corresponding to the period in which the insurance coverage was in effect. If the insurance contract is terminated due to a violation of the obligation to disclose (3.2) or by rescission due to fraudulent information (3.6), the insurer is then entitled to the premium until the cancellation or rescission statement comes into effect. If the contract is terminated due to overdue premiums in accordance with 5.2.3, the insurer may demand appropriate business fees.
- 5.4.2 If the policyholder cancels after the occurrence of an insured event, the insurer is then only entitled to a prorated premium that corresponds to the expired contract period. If the insurer terminates the contract, the insurer then is required to repay the pro-rated premium according to amount of time not yet expired and the amount of time remaining.

**§ 6 Duration of contract**

6.1 The contract is valid up to the specified date in the insurance policy.

6.2 Tacit renewal

Contracts valid for at least one year will be renewed for a respective period of one year, provided the contract party has not received a notice of termination at least three months before the expiration of the respective annual period.

6.3 Contract termination

Contracts valid for less than one year will be terminated at the designated time without receiving written notification of termination. Contracts valid for more than three years can be cancelled upon expiration of the third year without any further annual periods; the notification of termination must have been received no later than three months before expiration of the respective annual period.

**§ 7 Insured value, insurance sums, deductible**

7.1 The insured sum shall correspond to the full advertised voyage price (insured value). Costs for services not included in this (e.g. an additional events program) are co-insured, if they were taken into account in the level of the insured sum. The insurer shall be liable to the extent of the insured sum, less deductible amount; should the additional return journey costs proven to have arisen exceed the insured value, the insurer shall also reimburse the amount in excess of the insured value, less the deductible amount.

7.2 If the insured event is caused by illness or injury from an accident, then the deductible agreed on in the insurance policy is payable by the policyholder/insured

**§ 8 Underinsurance**

If the insurance sum is less than insured value (underinsurance) when an insured event occurs, then only a portion of the damage will be replaced, in the form of a pro-rated amount of the insurance sum to insured value in relation to the total damage.

**§ 9 Overinsurance**

9.1 If the insurance sum exceeds the value of the insured object, then both the insurer and the policyholder can request that the insurance sum be reduced immediately to correct the overinsurance.

9.2 From this point on the amount of premium is authoritative which the insurer would have calculated, if the contract had initially been closed with the new provisions.

9.3 If the policyholder intentionally received overinsurance in order to procure an illegal pecuniary advantage, then all contracts closed with such intentions are null and void. The insurer is entitled to the premiums up until knowledge of the circumstances justifying nullification. Possible damage claims for the insurer remain unaffected.

**§ 10 Co-insurance**

10.1 Co-insurance occurs, when interests against the same risk in several insurance contracts are insured and either the insurance sums together exceed the insured value or, due to other factors, the total amount of compensation, which would be payable by every insurer without the existence of other insurances, would exceed the total damages.

10.2 If multiple insurance materialises unbeknownst to the policyholder, the policyholder may then request the termination of the subsequently closed contract.

The policyholder may also request that the insurance sums, not covered by the previously closed contract be reduced to the premium; in this case the premium is also to be minimized accordingly.

10.3 The right to terminate or reduce has expired, if the policyholder has not made a claim within one month after receiving knowledge of multiple insurance. The termination or reduction will come into effect when the statement, with which the termination or reduction is requested, is received by the insurer.

10.4 If the policyholder intentionally received co-insurance in order, to procure an illegal pecuniary advantage, then all contracts closed with such intentions are null and void. The insurer is entitled to the premiums up until knowledge of the circumstances justifying nullification.

**§ 11 Obligations of the policyholder/insured when or after an insured event occurs**

11.1. The policyholder/insured parties are obliged:

11.1.1 the insurer is to be informed immediately of the insured event and the policyholder is to cancel the travel contract or if the trip has already begun, to notify the insurer that the trip has been abandoned;

11.1.2 to provide the insurer with all relevant information required by them and voluntarily to submit to the insurer all evidence, in particular medical reports about illness, accidents, intolerance of inoculation and pregnancy in the sense of 1.2, along with the booking documentation

11.1.3 mental illness must be substantiated by a psychiatrist's certificate;

11.1.4 on the demand of the insurer, to release doctors from the duty of confidentiality with regard to the insured event, insofar as this demand can be made legally effective

11.1.5 a death certificate is to be submitted in the event of death;

11.1.6 in the event of employment termination the written notice of termination is to be submitted, in the event of the assumption of employment, the then the notice of termination from the labour office and a copy of the new job contract is to be submitted as proof of employment.

11.2.1 If the policyholder/insured intentionally violates an obligation which was to be fulfilled for the insurer at the time of or after an insured event, then the insurer is not liable to provide services.

11.2.2 In the event of gross negligence of an obligation, the insurer is entitled to reduce service in proportion to the severity of fault by the policyholder/insured. The burden of proof is on the policyholder/insured to prove the non-existence of gross negligence.

11.2.3 Except in the event of fraud, the insurer is required to provide services, provided that the policyholder/insured proves that the violation of obligation was not responsible for the occurrence of or information about the insured event, nor was it responsible for the determination or scope of coverage by the insurer.

11.2.4 If the policyholder/insured violates one of the disclosure obligations or violates an obligation to inform the insurer, then the insurer is completely or partially free from liability, if the insurer has informed the policyholder in a separate written notification detailing the legal consequences.

**§ 12 Compensation payment**

12.1 Should the obligation of the insurer to pay benefits be determined to obtain and the level of such benefits established, payment of compensation is to occur within a period of two weeks.

12.2 One month after disclosing the damages, the amount may be requested in installments, which according to the circumstances is the minimum payable.

**§ 13 Statute of limitations**

The statute of limitations is three years for insurance contract claims. If an insurance contract claim is registered with the insurer, then the time between registration and until the claimant's receipt of the insurer's decision in writing is not included in the calculation of deadline.

**§ 14 Court of jurisdiction**

14.1 Legal action against the insurer

For legal action against the insurer resulting from the insurance contract, the court holding jurisdiction shall be determined in accordance with the insurer's registered office or with the branch responsible for the insurance contract. If the policyholder is a natural person, then the local court in the district of the policyholder's domicile at the time of filing has jurisdiction, or in the absence of such a domicile the district of the policyholder's usual abode.

14.2 Legal action against the policyholder/insured

If the policyholder/insured is a natural person, then legal action resulting from the insurance contract must be filed against the policyholder/insured in the court responsible for the district in which his/her domicile is located. If such a domicile is absent then the court in the district of his usual place of residence shall have jurisdiction. If the policyholder/insured is a legal person, then the court holding jurisdiction shall be determined in accordance with the registered office or with the branch of the policyholder.

14.3 Policyholder/insured's change of domicile

If the policyholder/insured changed his/her domicile or usual place of residence after closing the contract outside of the area of the German Insurance Contract Law, or if the location of his/her domicile, or place of residence, unknown at the time of filing of legal action then the court holding jurisdiction for legal action for this insurance contract shall be determined in accordance with the registered office or with the branch responsible for the insurance contract.

**§ 15 Final clause**

All legal provisions are valid, provided that nothing further is specified in the conditions of insurance.

## Specific Conditions for Charter Cancellation Insurance (BBR)

### 1. Object of Insurance

- A. The following shall be reimbursed by the insurer in the event of non-departure to the amount of the contractually agreed upon insurance sums:
- the legally owed cancellation costs arising from the travel arrangement,
  - the travel agency fee which was agreed upon in booking, owed to the travel agent and which was stated in the invoice, provided that the amount was accounted for in the agreed upon insurance sum. Should the travel agency fee exceed typically standard and appropriate coverage, the insurer may reduce its services to an appropriate amount. Uninsured are fees initially owed to travel agents in the event of cancellation.
- B. If the trip is cancelled, the insurer shall provide compensation for documented return trip costs additionally incurred and additional costs directly caused by trip cancellation provided that arrival and departure are contained within the insured agreement, also including the subsequent return. The reimbursement of these costs shall be assessed regarding the mode and category of transportation, board and lodging in relation to the type of trip booked. If the return trip by plane differing from the booked trip must be made, then only the costs for one seat in the cheapest class shall be compensated. Medical expenses, costs for an accompanying person as well as the transportation of a deceased insured person are not covered.

### 2. Insured events and other risk persons

- 2.1 The insurance policy coverage shall be in effect if the trip cannot be reasonably expected to be carried out as scheduled because the insured person or other at risk persons is affected by one of the following events during the duration of the insurance policy coverage:
- death;
  - severe injury;
  - unexpected severe illness;
  - adverse reaction to vaccination;
  - pregnancy;
  - Damage to the insured person's property via fire, explosion, explosion, force majeure or the intentional criminal act by a third party provided that the damage is significant or the presence of the insured person is required to resolve the matter;
  - loss of employment of the insured or a person at risk also travelling due to an unexpected operational-based dismissal by employer
  - the unexpected assumption of employment by the insured or a risk persons also travelling, as long as the insured was registered as unemployed at the time of booking.
- 2.2 In addition to the insured person the risk persons are:
- the family members of the insured person;
  - individuals caring for young children or other family members in need of care,
  - individuals who have booked and insured a trip with the insured and his/her family
- If more than 2 people have booked a trip together then only the respective family members and the partner of the insured and their caretakers are considered risk persons.

### 3. Exclusions

The insurance policy does not cover

- 3.1 risks mentioned in section 2 of the General Conditions of Insurance;
- 3.2 events which were foreseeable at the time of booking;
- 3.3 if the illness, under the circumstances, occurred as a mental reaction to an act of terrorism, mental disturbance, acts of war, plane crash or natural disaster or due to the anxiety of acts of terrorism, mental disturbance, acts of war or natural disasters.
- 3.4 Episodes caused by chronic mental illness;
- 3.5 trip booking fees, payable to the travel booking agency for the cancellation of the trip, e.g. processing fees for the cancelled trip.

### 4. Release from the pledge of secrecy

For the review of the data I stated prior to contract conclusion concerning my health condition, I release doctors, employees of hospitals, other infirmaries, nursing homes, personal insurers, legal health insurances as well as trade associations and authorities from their pledge of secrecy, insofar I was examined, advised, or treated there, respectively was insured, or issued an application for insurance there during the last five years.

### 5. General Release

If concrete indication should appear to EIS after contract conclusion that allows the assumption that false or incomplete data was given upon application and therefore the risk evaluation was influenced, the previously stated release from the pledge of secrecy is applicable - up to ten years after contract conclusion.

I release the employees of EIS of the pledge of secrecy; insofar the collected health data is transferred to advising external doctors, respectively medical experts to the required extent for risk evaluation.

EIS will inform me prior to the elicitation according to the above paragraphs, and inform me of my right to objection to the elicitation. This statement is valid beyond my death.

### 6. Release in single case

I do not wish to declare the above statement. I request that EIS informs me which persons or institutions require information. I will then decide in each case whether I will release the stated persons or institutions of their pledge of secrecy by written statement.

I know that the decision for this alternative may lead to a delay of the application processing, if the review of my risk relevant data is only possible with difficulties or to partial extent due to the remaining informational sources.

### 7. Specific obligations after occurrence of an insured event

The policyholder/the insured person/the risk person is obligated to:

- 7.1 cancel the trip immediately after the occurrence of the insured cancellation reason, in order to minimize the cancellation fees as much as possible;
- 7.2 submit proof of insurance and documentation of booking along with the invoice for cancellation costs to the insurer; for property cancellations confirmation by the landlord of the unrentable condition of the property;
- 7.3 substantiate severe injury caused by an accident, unexpected severe illness, adverse reaction to vaccination or pregnancy by submitting a doctor's certificate including the diagnosis and treatment data, mental illness must be substantiated by a psychiatrist's certificate;
- 7.3 submit adequate proof, e.g. a police report, of damages to personal property;
- 7.4 submit written proof of job termination, including grounds for termination, if job loss is the influential factor for cancelling the trip. If the assumption of employment is the influential factor for cancelling the trip, then the notice of termination from the labour office and a copy of the new job contract is to be submitted as proof of employment;
- 7.5 submit a death certificate in the event of a death;
- 7.6 prove the insured event when required by the insurer
- 8.6.1 submit a certificate of disability or consent to the acquisition of confirmation of the employer hereof;
- 8.6.2 consent to the acquisition of a medical specialist's certificate, via the insurer, of the type and severity of illness and that the scheduled trip could not be reasonably expected to be carried out. The doctor must also be allowed to perform necessary examinations.

### 8. Legal consequences in the event of a violation of obligations

In the event of a violation of obligations, legal consequences will be made in accordance with the stipulations of the most currently amended German Insurance Contract Act (VVG).

### 9. Deductible

The deductible shall amount to a minimum of 25,- EUR for each insured event.

If the insured event is caused by illness or pregnancy, then the insured is responsible for 20 percent of the refundable claim.

### 10. Insured value und underinsurance

- 10.1 The insurance sums must be commensurate to the total agreed price including the travel fees (insured value) due at the time of booking. Costs for services not contained within the insurance policy (additional activities) are insured if they are accounted for in the amount of the insurance sum.
- 10.2 If the insurance sum is less than insured value (underinsurance) when an insured event occurs, then the insurer is only liable for the proportion of the insurance sums to the insured value less deductible.

**Articles and Special Conditions of the General Conditions of Insurance****Article 4: Individuals (Skipper cancellation)**

In the scope of sect. 1.1 of the General Conditions of Insurance, the insurer is also required to pay out on the policy, if the risks according to sect. 1.2. – 1.2.8 materialised for persons mentioned by name in the claim or in the insurance policy or for the group described in the claim or insurance policy.

Special Conditions of the General Conditions of Insurance for the rental of holiday homes If the insurance of holiday apartments, holiday homes or holiday apartments in hotel is operative at the time of signing the rental contract, sect. 1.1 of the General Conditions of Insurance contains the following amendment:

**The insurer provides compensation:**

- a) to the insured in the amount of the contractually owed cancellation costs to either the landlord or another in the event of non-use of the holiday apartment, holiday home or the holiday apartment in a hotel due to one of the significant causes named in sect. 1.2 of the General Conditions of Insurance
- b) for the pro-rated rent in the event of prematurely abandoning the holiday apartment, holiday home or holiday apartment in a hotel due to one of the significant causes named in sect. 1.2 of the General Conditions of Insurance, provided that reletting is unsuccessful. The remaining stipulations are valid correspondingly.

**Special Conditions for chartered sport boats**

Chartered sport boats are equated to rented holiday apartments.

**Conditions for the charter price contingency insurance (BVB/BK 2007)****1. Area of validity**

The insurance is valid throughout the world.

**2. Scope of the insurance**

On the basis of the condition for the charter contingency insurance and the special conditions for the insurance on hall of water sports vehicles the bad debt losses of the legally established entitlement to repayment of the paid charter price of the charter submitted in the application of the policy holder, due to non-fulfilment of the service, the making available of the yacht on the part of the lessor due to insolvency and/or due to not passing on the customer's monies (insolvency of the agency) are insured.

**Event of loss:**

The lessor cannot provide the chartered ship or a replacement ship at the agreed time due to the following circumstances:

- if between booking and commencement of the trip the procured lessor becomes insolvent and the trip cannot possibly be undertaken
- due to the customer's monies not having been passed on
- if the boat is damaged in a boating accident or if the chartered boat is not available due to the boat having sunk and if no replacement boat can be made available for the booked trip (replacement boat: definition according to the General Terms and Conditions for charters: a yacht comparable in size, in numbers of cabins and berths, as well as in furnishings.). This must be made available at the latest ¼ of the agreed charter duration max. 3 days. Regress possible of UNIQA to lessor (charter basis).

**3. Compensatory settlement**

The compensatory settlement is in EUR.

In the event of insolvency/due to the customer's monies not having been passed on: charter price (max. 5.000,- EUR per week, max. 15.000,- EUR per trip); accumulative limit 150.000,- EUR.

Additional costs for flights etc., higher charter costs up to 1.500,- EUR per trip; accumulative limit 150.000,- EUR.

The maximum amount of the compensation is at any rate the charter price stated in the application. Performances not fulfilled in time pro rata are compensated in the proportion of the total charter duration and the total charter price. Each service provided by the lessor is deducted from the charter price and offset against the compensation.

**4. Exclusions**

Not included in the insurance:

- The loss of the charter as far as the lessor has offered the policyholder another charter yacht with the same number of cabins and the policyholder rejects the same.
- The loss of the charter due to a condition, which the policyholder himself is responsible for.
- Reductions of the charter price due to dissatisfaction or lack of promised qualities (such as e.g. cleanliness, dinghy, outboard motorboat, additional sail, etc.) as long as the seaworthiness of the chartered yacht is still guaranteed.
- A reasonable loss of the charter due to late return of the previous charterer or due to a repair of 24 hours per charter week.
- Charter prices, which were not paid via bank transfers (bank transfers/credit cards) and which were not paid directly to the lessor (agency/basis).
- If the regress possibility of the insurance to the agency/lessor (basis) with exemption or other statements or the right is not transferred.

**5. Obligations**

The application for the travel cost protection insurance must be applied for at the latest within 14 days after conclusion of the charter contract with the insurer. The insurance cover commences with the payment of the premium only.

In the event of damages the policyholder must inform EIS European Insurance & Services GmbH immediately by telephone +49 (0)30 214082-19, fax -89 or e-mail: claim@eis-insurance.com and later in writing. The policy holder must hand over to EIS - European Insurance & Services GmbH the original charter contract undersigned by both parties, the contact details as well as the General Terms and Conditions of the lessor in addition to proof of payments for the paid charter. With the damages payment on the part of the insurance the policyholder transfers his rights to repayment of the charter and damages towards the agency/lessor (basis) irrevocably to the amount of the payment made to the insurance.

The insurer is Uniqua Versicherungen AG, Vienna, Austria

**General Insurance conditions for the foreign travel – insurance (AVB 2009)****§ 1 Purpose, admeasurement and scope of the insurance cover**

1. The insurer provides insurance cover for diseases, accidents and other incidents mentioned in the contract. For a foreign unexpectedly occurred insurance case he replaced resulting expenses for medical treatment and provides otherwise agreed services.
2. Insurance case is medically necessary treatment of an insured person because of illness or accident. The insured event begins with the medical treatment; it ends if after finding medical diagnostic statements treatment no longer exists. As a insurance claim applies death too, as far as for this purpose benefits are agreed.
3. The scope of the insurance cover is clear from the general insurance conditions and written agreements. The insurance contract is subject to German law.
4. Insurable persons are up to 69th year of life, whose permanent residence is situated in Germany. Already insured persons are over the 69th year of life insurable too.
5. Insured are the individual insurance against individual persons or contribution in the family insurance against family contribution in the application named spouse or partner of the policy holder and their biological or adopted children up to the age of 18th birthday. Even the children are displayed on application. Requirement for co-insurance is the co-habitate of all insured persons in the common household.
6. Insured is the medical treatment abroad. As foreign is the area outside of Germany.
7. Insurance cover exists for all temporary foreign travel insurances, by the insured person within a year will be lined up. The duration of each stay abroad may however a period of 6 weeks (42 days) does not exceed. During a stay abroad for a period of 6 weeks beyond obligation exists only for the first 6 weeks of your stay abroad. Ends the year of insurance during the stay abroad, the insurance cover

persists only if the contract is not terminated.

The insurance cover may be elongate by written agreement on temporary foreign travels up to 12 weeks. The request for extension must be made before departure and can only be measured in weeks. The contribution for the extension of coverage depends on the requested extension weeks.

## § 2 Begin and ending of the insurance cover

1. The insurance cover starts with the agreed point in time (inception date), but not before conclusion of the insurance contract and not before the begin of the stay abroad.
2. The insurance contract comes about with the acceptance of the duly completed application or the delivery of the policy. If the conclusion of the insurance by the insurer on the specially provided the request is properly applied (which ever is the postmark), is closed as the insurance contract and premium is paid, if a debit order of the premium was made providing a basis of which a proper collection of the first premium is made. As policy is also valid the copy/carbon copy of the application or an accordingly written confirmation of the insurer.
3. The transformation of the individual insurance in the family insurance or family insurance into a single insurance can be during the period agreed. The extension of coverage of temporary foreign travels can be up to 12 weeks during the period agreed. In newborns the application for insurance have to be occurred no later than two months after the date of birth. Coverage will start backdated on the first month of birth.
4. The insurance contract will be completely conclude for the first two insurance periods/years. It elongates implicit by a further year of insurance unless it is offset by the policyholder or the insurer at the end of an insurance year, with a deadline of three months written notice of termination is given. The insurance contract does not end by completing the 69th birthday.
5. Insurance year is the calendar year. The first insurance year ends on the 31st December of the year in which the contract starts.
6. An extension of the insurance cover to temporary stays abroad over 6 weeks at least apply for a full year of insurance, in during the period start until the end of the next insurance year. It is tacitly extended by a further year of insurance, if not by the policyholder at the end of the year with an insurance period of 1 month a reduction is being requested.
7. The insurance will end with the death of the policy holder. The insured persons however have the right, to continue the insurance contract under the designation of the future policyholder. The declaration must be made within two months after the death of the policyholder. On the death of an insured person ends in this respect the insurance agreement. The insurance contract also ends with the task of permanent residence of the insured in Germany, unless an alternative agreement will be taken.  
In case the task of permanent residence of an insured person in Germany ends in this respect the insurance agreement. For the family insurance insured childrens ends the insurance agreement at the latest to the end of the month in which the 18th birthday will be completed.

## § 3 Scope of the obligation to provide indemnification

1. The insurer reimbursed at 100% of the foreign occurred medical treatment for
  - a) medical treatment, including treatment of pregnancy complications, miscarriage and premature birth (compare therefore § 4 section 1d),
  - b) medicines and Dressings
  - c) therapeutic
  - d) utilities in the form of supporting apparatus (walkings or trackage) as well as bandages in a simple execution
  - e) hospital treatment including operations and operational charges
  - f) transportation to the nearest suitable hospital
  - g) pain-relieving dental treatment and dental fillings in simple execution and simple repairs to restore the function of artificial dentition.
2. Instead of the reimbursement may be at a hospital treatment it can be choose a hospital daily benefit of 26,- EUR.
3. The insured person has the free choice of residence in the country for medical treatment approved doctors and dentists.
4. Medicines, dressings and remedies and the under chapter 1d) listed aids must be approved by the in chapter 3 prescribed handlings, medicines from the pharmacy also be purchased.
5. At medically necessary inpatient treatment, the insured person has a free choice under the host country generally recognized hospitals, which stands under constant medical supervision, and dispose about adequate diagnostic and therapeutic facilities and keep hospital histories.
6. The insurer provides in the scope of contract for examination or treatment methods and medicines, which are mostly recognized by the medical school. It also provides for methods and medicines, which have proved promising in practice or will be used, because of no medical school methods or medicines are available. The insurer may however decrease its benefits to the amount which would be incurred in the use of existing methods of medical school or medicines.
7. In addition, the following expenses are recoverable:
  - a) the necessary costs for a medically necessary repatriation. This is to be on hand if for return because of illness reasons the usage of a special ambulance facility (eg. Ambulances, divan bed in the aircraft) is necessary, if the inhabitancy or a reasonable distance an adequate medical treatment is not guaranteed or if the nature and seriousness of the disease a medically necessary inpatient treatment a period of two weeks would be exceed. Insured are also an additional unscheduled return to illness (eg. Expenses of transfer from airport or rail journeys in one of the insured person originally selected transport category) as well as expenses for a medically necessary accompanying person or an accompanying person who maintains the insurers abroad travel health insurance coverage for a medically necessary repatriation.
  - b) Expenses up to 2.500,- Euro, if the insured person suffers an accident and therefore must be sought, rescued or salvaged, if the effort of public-legally or private legally organized rescue service will be provided.
  - c) for death of an insured person during the journey
    - transferring costs to permanent residence before the start of the journey. These include the transportation and directly related costs but not the costs for an accompanying person or
    - funeral costs abroad
8. Instead of the reimbursement for transfer or funeral abroad there can be chosen a death benefit of 1.000,- EUR.
9. The obligation ends - for pending claims too - at the latest with the termination of the stay abroad or with the termination of the membership. It also ends with the expiry of the 6. week of a stay abroad, before departure if no extension of the coverage has been requested.
10. Is the journey to a in § 1 chapter 7 stated point in time because of medical reasons not possible, extends the obligation for compensable injuries claims until the entry of transport capacity.

## § 4 Limitation of liability

1. There is no obligation
  - a) for treatments abroad, which are the sole reason or were one of the reason for the inaugural of the journey
  - b) for treatments, from those with fixed departure, that they are scheduled execution of the journey had to take place, unless that the trip due to the death of a spouse, life partner in accordance with § 1 civil partnership act (see appendix) or a first degree relatives has been.
  - c) for treatment of mental and psychological disorders and diseases, as well as psychotherapy, utilities (so far they are not stated in § 3 chapter 1d) AVB) as well as for dental prosthesis, tooth renovations, tooth crowns, Inlays and orthodontic treatment;
  - d) for routine examination and treatment for pregnancy and confinement and planned abortion and its consequences
  - e) for diseases and their consequences, and for the consequences of accidents and deaths, by war or participate in civil strife have been caused;
  - f) for the wilful and addiction based diseases and injuries, including their consequences, and for withdrawal and cessation treatments
  - g) for regimen-and sanatorium treatment as well as for rehabilitation measures;
  - h) for outpatient treatment in a therapeutic bath or health resort. The restriction does not apply if during a temporary stay of a purpose unrelated illness or an accident occurred there a therapeutic bath is necessary;
  - i) for treatment by spouse, partner of life in accordance with § 1 civil partnership act (see appendix), parents and children;
  - j) through for a long-term care or custody-related accommodation
2. Exceed a treatment or other measures, for the services agreed upon, the medically necessary level, the insurer may reduce its services to a reasonable amount. Are the expenses for medical care or other benefits in a conspicuous mismatch towards the services provided, the insurer is so far not obliged to pay.
3. Are entitled to benefits under the statutory health, accident and pension insurance, the aid, a statutory health-care or accident care (statutory medium), then only the expenses recoverable, which in spite of the legal services necessary to stay.
4. Has the insured person for the same insured event a claim against several rebate obligors, the total refund do not exceed the total expenses.

## § 5 Payment of insurance benefits

1. The entitlement to benefits is by presenting the original document of invoice to demonstrate. All documents must be contain the first and last name of the treated person. Invoice copies, repayment of the certificates mentioned in § 4 chapter 3 of law-makers for account, will be treated with original documents.

2. The documents must also name the disease and the various medical services with treatment data; from the recipes have prescribed the remedy, the price and the receipt clearly marked. For dental care the evidences have to be marked with the description of the treated teeth and its conducted treatment. For other services have to be provide the accordingly evidences. The benefits of law-makers are characterized by a performance note or rejection notice to demonstrate. The authorization of the right to transport costs is to demonstrate by submitting a medical certificate indicating the disease name, the authorization of the right to conveyance and burial expenses by submitting an official death certificate and a medical certificate about the cause of death.
3. The insurer is only obliged to pay, if the necessary evidences are provided; these will become the property of the insurer. The insurer is entitled to demand translations of documents and evidence of payment before settlement of invoice.
4. In addition there are the conditions for payment of benefits by the insurer from § 14 (see appendix).
5. The insurer is committed to provide to the insured person, if the policyholder to it in written form as beneficiaries for their insurance benefits is named. If this precondition is not available, only the policyholder can provide the benefit.
6. Expenses for transfer of the insurance benefits – with exception of a domestic account – of the services can be deducted.
7. The foreign currencies will be incurred at the rate of the day where the evidence received at the insurer, converted into Euro. The course of the day, the euro reference rate of the European Central Bank. For currencies, for which the European Central Bank reference rate does not determine the course is to "exchange rate statistics", publications of the Deutsche Bundesbank, Frankfurt/Main, after the latest, unless, the insured person can show proof by a bank document that they needed to pay the bills necessary to an unfavourable foreign exchange rate has acquired.
8. Claims on insurance benefits can not be transferred as well as pledged.

#### **§ 6 Payment of premium**

1. The contribution is an annual contribution and the insurance is calculated at the beginning. He is at the beginning of each year to pay. Policyholders also have the health insurance at the insurer maintained, can discharge the contribution during the period together with the other charges. The contribution rates are due to the 1. of each month. If the annual premium during the insurance year will be new fixed (eg. because of transformation into a family insurance or extending the coverage) so the difference amount from point in time of change up to the start of the next insurance year is to remargin respectively to pay off.
2. The first rate is payable before inception date, alternatively payable on application. The rate is payable with conclusion of the insurance agreement at the latest. The grant of a direct debit authorisation for the contribution (correct collection of the contribution) is regarded as payment
3. If the insurant is in default with the payment of the contribution the deferred rates of the continuous policy period will be callable. They are regarded as deferred again if the residual part of the contribution is discharged, including the rate for the month on the date of payment and the dunning costs.
4. Not accurately timed payment of the first rate or of a following rate provided §§ 37 chapter 1, 38 VVG (see appendix) can lead to a loss of the insurance coverage. If a contribution or a contribution rate is not paid punctually and the insurant will be admonished in written form, the insurant has to pay the dunning costs, which are caused by the dunning.

#### **§ 7 Obligations**

1. The claim of the insurance benefits must be made at least 3 months after the expiration of the insurance claims. Each hospital treatment is to be display within 10 days after its commencement.
2. On demand to the insurer the policy holder has to issue every information, which are required for determining of the insured event or obligation of the insurer or the scope of it.
3. Furthermore the insured person is obliged on demand to provide the insurer the obtaining of all required requests for information. Particularly he is obliged to release physicians, hospitals, underwriters, health authorities and pension offices from the professional secrecy towards the insurer and to authorize them for disclosure.
4. On demand of the insurer the insured person is obliged to have a check up by a physician who is authorized by the insurer.
5. The insured person has as far as possible to care for the decrease of claim and to neglect all actions which are prejudicial for the convalescence.
6. No action shall lie against the company according to § 28 chapter 2 VVG (see appendix) of the compulsory limitation, if one of the preceding obligation will be violated. The notice and the default of the insured person are in accord with the notice and the default with the policy holder.

#### **§ 8 Obligations and consequences of violations of obligations in case of third-party claims**

11. Has the policyholder or an insured person claims against third parties, there is, without prejudice to the subrogation accordingly § 86 VVG (see appendix), the obligation, these claims up to the amount, in the from the insurance contract replacement (reimbursement as well as property and services) is done, to the insurer in writing cede.
2. The policyholder or the insured person has its claim or to secure a legal entitlement serving under compliance with the existing form and time requirements to safeguard and in its enforcement by the insurer if necessary to cooperate.
3. Violated the policyholder or another insured person committed the in chapter 1 and 2 named obligations, the insurer is not required for benefit, as a result he's no substitute of the third party can gain. In the case of a grossly negligent breach of obligation the insurer is entitled, to cut his benefit in one of the seriousness of the misconduct accordingly the measure.
4. If the policyholder or an insured person is entitled to get a claim of repayment without legal reasons of paid premiums against the providers of services, for the insurer on the basis of the insurance reimbursement has performed, the chapters 1 until 3 shall apply accordingly.

#### **§ 9 Offset**

The policyholder may against claims of the insurer only count up, as far as the counterclaim undisputed or legally adopted.

#### **§ 10 Declarations and notifications**

Declarations and advertisements towards the insurer must be in writing, unless expressly written form was agreed.

#### **§ 11 Jurisdiction**

1. For claims from the insurance contract against the policyholder, the court of the place is responsible for in which the policyholder's domicile or failing this he has his habitual residence.
2. Claims against the insurer may be lodged with the court at the residence or habitual residence of the policyholder or to be brought at the court at the seat of the insurer.
3. If the policyholder abashed his residence after conclusion of the contract or habitually resident in a state, which is an non European Union member state or contractual state to the agreement on the European economic area or is his residence or habitually residents in point of time of the complaint charging is not known, the court at the seat of the insurer is appropriate.

#### **§ 12 Changes of the general conditions and contributions**

The general conditions of insurance of Meditravel may be to the end of each insurance year, with a deadline of one month be changed. As part of the contractual benefit, the insurer beyond the law, the contributions of this tariff to the end of each insurance year, with a deadline of one month to adapt. Accordingly the insurer annually compares the necessary with the technical basis of calculation calculated insurance benefits. If this confrontation a deviation of more than 5%, contributions may be adjusted. The policyholder may terminate the contractual relationship as far as the person concerned within one month of receipt of the message to change the date of taking effect of the change notice.

#### **Appendix: Extract form the german insurance contract law (VVG)**

##### **§ 14 Maturity of the cash**

1. Cash benefits are payable by the insurer with the termination of insurance to determine the case and the scope of the benefit of the insurer necessary surveys.
2. Are these surveys are not up to the expiry of one month since the show ended in the insurance case, the policy holder can demand payments on account in level of the contribution, the insurer is expected to pay at least. The passage of time is suspended as long as the surveys as a result of a fault of the insured could be ended.
3. An agreement by the insurer from the obligation to pay default interest is released, is ineffective.

##### **§ 28 Breach of an contractual obligation**

1. In case of breach of a contractual obligation, by the policyholder before the insurance case against the insurer is to meet, the insurer may be terminate the insurance contract within one month, after he acquaint of the breach, unless the breach is not based on intent or gross negligence.
2. Defines the contract that the insurer is not to be obliged for benefit in breach of a policyholder to be fulfilled contractual obligation, if the policyholder has willfully violated the obligation. In the case of a grossly negligent breach of obligation, the insurer is entitled to reduce in an according relationship its benefit in the degree of fault of the policyholder; the burden of proving the absence of gross negligence conveys the policyholder.

3. Notwithstanding to chapter 2 the insurer undertakes to pay, as far as the violation of the obligation neither for the entry or the determination of the insured event nor the determination or the scope of liability of the insurer is causal. Clause 1 does not apply if the policyholder violated maliciously the obligation.
4. The total or partial liability of the insurer referred to chapter 2, has as precondition at the violation after entry of the insurance case extant obligation of information or clearing obligation, that the insurer advised the policyholder because of severally memorandum in written form to this legal consequence.

**§ 37 Late payments on an initial premium**

1. Is the unique or the first premium not punctually paid, is the insurer as long as the payment is not effected, to rescind the contract, unless, the policyholder doesn't act for the non-payment.
2. Is the unique or the first premium at entry of the insurance case not paid, the insurer is not obliged for benefit, unless, the policyholder doesn't act for the non-payment. The insurer is only free of benefit, if he advised the policyholder for this legal consequence by nonpayment of the premium because of a severally memorandum in written form or because of an conspicuous hint on the policy.

**§ 38 Late payments on an renewal premium**

1. If a renewal premium is not punctually paid, the insurer may ascertain on costs of the policyholder a grace in written form that must be at least 2 weeks. The provision is only effective if they number the single backward amounts of premium, interests and expenses and indicate the legal consequences, that in accordance with chapter 2. and 3. are aligned with the deadline; at summarized contracts, contributions are separately to name.
2. If the insurance covered under a deadline and if the policyholder at the entry is in default with payment of the premium or interest or expenses, the insurer is not obliged for benefit.
3. The insurer may cancel the insurance contract without any compliance of a deadline, as far as the policyholder is in default with payment of the owed contribution. The cancellation may be with the destination of the payment period so connected, that they take effect with the deadline, if the policyholder in point of time with payment is in default; hereupon the policyholder is emphatically to advise. The termination is ineffective if the policyholder afford within one month after termination or if they has been are connected to the timely provision, within one month after deadline termination the payment; chapter 2. shall remain unaffected.

**§ 86 Transfer of claims**

1. If the policyholder a replacement claim against a third party, passed this right to the insurer, as far as the insurer replace the claim. The transfer can not be enforced as a disadvantage for the policyholder.
2. The policyholder has a claim or for secure to this demanding serving right in accordance with the current form and timely legislation to safeguard and in its enforcement by the insurer as far as if it is necessary to cooperate. If the policyholder violate these obligations deliberately, the insurer is not obliged in this respect for benefit, as he consequently can provide no refund from third persons. In the case of an gross negligent violation of the obligation, the insurer is entitled, to reduce his benefit in an according relationship in the degree of fault of the policyholder; the burden of proving the absence of gross negligence conveys the policyholder.
3. Where the claim of the policyholder against a person, with who he lives in domestic community in entry of the claim, the transition after chapter 1. can not be enforced, unless, this person caused the damage deliberately.

**Extract from the civil partnership act**

**§ 1 Shape and condition**

- (1) Two persons of the same sex form a civil partnership, if they mutually personally and at the same time presence explain, to carry on for life annuity together a partnership (life partner). The statements may not be give off on the condition or time provision. The explanations are effective when they are in front of the competent authorities.
- (2) A civil partnership can not be effectively found
  1. with a person, who is underage or married or leads with another person a civil partnership;
  2. between people who are related in a straight line
  3. between full blooded and half blooded siblings
  4. if the life partners at the found agree, to want no obligations pursuant to § 2.

The insurer is the Gothaer Krankenversicherung AG, Köln.



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