



European
& Insurance Services

European Insurance & Service GmbH

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Agency Number:

Application

Please fill in the application form and send it by mail or fax it to: +49 (0)30 214082 - 89
All information and the complete terms and conditions can be found at: www.eis-insurance.com

Policy Holder

Name	_____	Office phone	_____
Street, no.	_____	Home phone	_____
Zip,town	_____	Fax	_____
Profession	_____	Email	_____
Date of birth	_____		

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

■ Deposit Insurance for Chartered Yachts

Insured is the security deposit in the event of non-refunding by the yacht's owner / charter base due to damage or total loss of the chartered yacht as a result of accident, sinking, fire, lightning, theft, robbery or damage resulting from natural disasters for the skipper and the crew on the basis of the special terms of the deposit insurance 2002d.

The premium incl. insurance tax is calculated based on the deposit and amounts to 7.2 percent for deposits up to 2,200 € and 6.2 percent for deposits over 2,200 € for the charter trip aforementioned. The minimum premium is 50 €. **Deductible: 72 €**

Charter cruise from _____ till _____

Charter base _____

Deposit _____ € **Premium** _____ €

Please wire the premium for the **deposit insurance** to the following account:
European Insurance & Service GmbH, Postbank Berlin, account number: 665845107,
routing number: 100 10010; IBAN: DE87 1001 0010 0665 8451 07; BIC PBNKDEFF. Subject: your name +
"deposit". Please mail or fax the application form to the aforementioned address. The bank
confirmation of fund-transfer is regarded as the valid policy.

Hereby I irrevocably cede the right of regulation to the aforementioned charter base.

Hereby I certify that I have read and accepted the aforementioned insurance terms and conditions. Terms and conditions at www.eis-insurance.com or at request per mail.

Place _____ Date _____ Signature _____

The fund-transfer must be completed before the start of the charter trip. Incomplete or incorrectly furnished applications are considered invalid by the insurer. The same applies in case of non- or inadequate payment of the premium. Hereby I understand that my data will be safely stored in accord with BDSG (Bundesdatenschutzgesetz).

Special Terms and Conditions for the Charter Security Insurance 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 Versicherungsvertragsgesetz (VersVG) 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 is 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 or 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 or 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 left 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 policy-holder, the skipper or one of the crew members intentionally or at gross negligence, the insurance coverage is devoid.

§ 8 Sum insured

The sum insured equals the deposited sum mentioned in the insurance application. The sum in the applications needs to be the same as in the charter contract.

§ 9 Premium and policies

The policy-holder is requested to remit the premium including insurance tax to the following bank account: Account holder: European Insurance & Service GmbH; Bank: Postbank Berlin; IBAN: DE53 1001 0010 0000 0006 65; BIC: PBNKDEFF; Subject: „Kautionsversicherung“. 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 policy-holder. 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 premium or insufficient payment.

§ 10 Notification about risks before conclusion of the contract

The policy-holder 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 European Insurance & Service GmbH, Scharfe Lanke 109-131 in D-13595 Berlin, Germany. Telefon +49 30 214082-0, Fax +49 30 214082-89. The policy-holder 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 European Insurance & Service 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 policy-holder: 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 policy-holder 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 policy-holder with the stipulations of the policy or the terms and conditions in accord with §§ 6 and 62 of insurance laws (VVG). If the policy-holder 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 policy-holder (§ 67 VVG). If the policy-holder 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 EUR 72.