

PART A. BOAT HULL CONDITIONS

§1 Insured property

The Vessel named in the policy, its machinery, technical equipment, fixtures and fittings, dinghies, accessories and the trailer (if named in the policy) and cradle permanently belonging to the Vessel are insured. Personal effects on board the insured vessel up to an amount of EUR 2,000 as well as trailers permanently belonging to the vessel and specified in the policy. Diving and fishing equipment on board the vessel, if agreed, are also insured up to the amount stated on the policy.

§2 Cruising area

1. The insurance is valid for the cruising area specified in the policy schedule. Insurance cover also exists during any customary stay of the insured property out of water (e.g. winter storage, at shipyards) including hauling out and launching as well as being exhibited at shows and for selling purposes. Occasional and unplanned leaving of the cruising area is also covered but the Insurer must be informed of such occurrences without delay. The Insurer may in such cases apply an appropriate additional premium.
2. Please refer to §4.1 for transportation of the insured property.

§3 Scope of the Insurance Cover

1. The insured vessel

The Insurer bears all risks to which the insured property is exposed during the term of the insurance. This cover does not apply to the machinery, which is covered in the scope as listed in § 3 No. 2 below.

2. The Machinery
 - a) Insurance cover for the machinery is provided for damage caused by accident, fire, scorching, smouldering, short circuit, lightning, explosion, force majeure, theft and vandalism.
 - b) If agreed separately in the policy, insurance cover is also provided, contrary to § 5 no. 1, for damage to the machinery of the insured vehicle (not to that of dinghies, jet skis or other water sports equipment) which has occurred as a result of:
 - Latent defect, that is based on material or production failure, but excluding the defective part;
 - faulty construction, but excluding the defective part;
 - distortion or breakage of the shaft (including the repair or replacement costs of the shaft) and
 - an operating error.

This cover is only valid for machinery up to the age of 10 years.

It's a condition precedent to the Insurer's liability that the machines have been serviced by a specialist company in accordance with the manufacturer's instructions. Insofar as the insured machines are still within the manufacturer's warranty obligation, the policyholder will assign such warranty claims to the insurer up to the amount of the compensation when settling the claim.

In the case of the separate agreement mentioned under b), damage to the insured property caused by misfuelling with water or fuels, including the refuelling of contaminated fuels, is also insured. Insurance cover also includes the pumping out and disposal, the cleaning of the fueling system and the replacement of the fuel. There is no cover under this clause for microbial contamination (commonly known as „diesel bug“).

§4 Additional Cover

1. Transportation

For transportation by land and river and transportation of the Vessel on a trailer by ferry, insurance cover exists within Europe except Belarus, Bosnia and Herzegovina, Kazakhstan, Moldova, Russia and Ukraine. Loose parts are only covered against theft if they are locked away or otherwise appropriately secured.

2. Salvage, wreck removal and mitigation of loss

The Insurer shall reimburse expenses, particularly for third-party salvage and assistance services, which the Policyholder could reasonably deem necessary in the event of loss in order to avoid or mitigate such loss (General Part E, §5.2), even if the measures taken were unsuccessful. The same applies to expenses which are necessary for wreck removal and disposal. This reimbursement of expenses shall not be deducted from the sum insured.

3. Inspections after Grounding

The necessary costs of inspection after grounding shall be reimbursed.

4. Emergency Assistance

If agreed separately, necessary expenses shall also be reimbursed up to EUR 10,000 for assistance in emergency situations during a cruise in which the insured Vessel is in no immediate danger in accordance with §3, for towing to the nearest place of repair and for the delivery of fuel, oil, batteries and spare parts (excluding the costs of such materials or parts themselves).

§5 Hull Exclusions

This insurance does not cover:

1. Any loss or damage caused by faulty design, faulty construction, faulty manufacturing, faulty workmanship or defective materials and by normal wear and tear. This exclusion shall only apply to the defective or worn-out parts themselves; loss or damage to other parts of the insured property caused as a result of the defect or wear and tear are covered under the scope of these conditions;
2. Any loss or damage caused by oxidation, corrosion, cavitation, osmosis;
3. Any loss or damage caused by frost, ice, rain, snow, rodents and vermin;
4. Any loss or damage to sails, tarpaulins, sprayhoods and covers, unless caused by sinking, breakage of booms or masts, fire, explosion, lightning, theft or vandalism;
5. Any loss or damage to standing rigging or seacocks as well as consequential damage resulting therefrom provided that the standing rigging or seacocks are older than 15 years and have not been inspected and accepted by an expert or specialist company or the standing rigging or seacocks are older than 25 years;
6. Any loss or damage caused by improper loading and fastening during transport or by the use of an unsuitable means of transport;
7. Any loss or damage caused by the theft of individual items unless a break-in has taken place, the items were equipped with a commercial anti-theft device or, in the case of dinghies or other items usually stored on deck, secured to the Vessel or otherwise moored;
8. Theft of outboard motors that have not been secured with suitable anti-theft devices;
9. Theft of outboard motors that have not been secured with suitable anti-theft devices;
10. Theft of the insured vessel on a trailer that has not been secured with a suitable anti-theft device;
11. Consequential damage (e.g. loss of racing performance, reduced market value, loss of use);
12. Valuables, jewellery, monetary instruments, documents, cash and damage to computer software, programs or data, fine arts and antiques;
13. Any loss or damage caused by misappropriation and fraud unless according to prior agreement, the Insurance also covers purposes other than sport or pleasure (such as bareboat charters or skipper charters);

14. Any loss or damage caused by any kind of loose items becoming lost or falling overboard.

§6 Causing the Insured Event

If the Policyholder is found to have caused the insured event due to gross negligence, then the Insurer is entitled to reduce its benefit in proportion to the severity of the negligence.

§7 Deductibles

The deductibles specified in the policy schedule shall apply in respect of each claim. In the event that different deductible levels have been agreed and are affected by a claim, the highest deductible affected shall always and exclusively apply. There shall be no deductible in the event of the total loss of the Vessel named in the schedule, expenses according to § 4 No. 2 and for inspections after groundings according to § 4 No. 3.

§8 Insured Value

1. The insured value is the current new replacement value (replacement value for similar new property). The value specified in the schedule shall be conclusive proof of the insurable value (Agreed Fixed Value). If agreed separately, the insured value is the current value. This is the amount being necessary to purchase new items of the same type, deducted by an amount equal to the condition of the insured items/property (age use, wear and tear).
2. Underinsurance is excluded.

§9 Amount of Benefit

1. In the event of total loss, including constructive total loss (the necessary costs of reinstatement exceed the Insured Value), the Insured Value shall be paid in accordance with §8.
2. In the event of partial loss, the necessary costs of reinstatement shall be paid without deductions on a "new for old" basis. Any transportation costs to the nearest appropriate shipyard and back necessitated by the insured event shall also be reimbursed.

If agreed separately, in the event of partial loss, the necessary costs of reinstatement or purchase shall be paid as follows:

- a) for items/property
 - up to 3 years old without deduction
 - older than 3 years with a deduction of 20%,
 - older than 5 years with a deduction of 35%
 - older than 10 years with a deduction of 50%
 - older than 15 years with a deduction of 70%.

- b) No deduction shall be made for labour costs.
 - c) The necessary transport costs caused by the damage to the nearest suitable repair yard and back will be reimbursed without deductions.
3. The realisable value of any remaining items shall be deducted from the payment of benefit under Paragraphs 1 and 2 above. The Policyholder cannot avoid such deduction by placing any remaining items at the disposal of the Insurer.
 4. VAT will only be refunded if and to the extent that it has actually been applied for the selected remedying of the damage. The VAT will not be refunded if the customer is entitled to VAT exemptions or deductions.

§10 Payment of Benefit

1. The Insurer must carry out its investigations to ascertain the insured event and the duty to provide benefit as quickly as possible and must pay out the benefit without delay following a positive conclusion.
2. In the event of theft and of misappropriation and fraud also insured under a special agreement then benefit shall become payable no earlier than two months from the date of notification of the claim. If the whereabouts of stolen property are ascertained, then the Policyholder is only under a duty to take back the property if a period not exceeding two months has elapsed between the due date and the Policyholder being able to re-acquire the property.
3. If in connection with an insured event, an administrative procedure or criminal proceedings are brought against the Policyholder for reasons which may also be significant to the claim for compensation, then the Insurer is entitled to defer the decision as to whether and to what extent it is under a duty of compensation until the legal conclusion of such proceedings.