

CUSTOMER INFORMATION

TO THE FAIRWINDS.blue CHARTER INSURANCE

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

202307

Dear Customer,

On the following pages you will find important and legally required information about your insurance contract and your rights and obligations as a customer. Please read this information and save it.

Please pay particular attention to our **address** (page 2), the **right of withdrawal** (page 5) and the **information on termination** of the contract (page 5).

The FAIRWINDS.blue crew is always happy to answer any questions you may have!

INFORMATION FOR THE POLICYHOLDER
ACCORDING TO THE INSURANCE BROKERAGE REGULATION
PAGE 2

INFORMATION ON PROTECTING YOUR DATA AND
CONSENT TO DATA PROCESSING
Page 3

CONTRACT INFORMATION ACCORDING TO INFORMATION OBLIGATION
REGULATION WITH CANCELLATION POLICY
Page 4

SPECIAL INFORMATION ON YOUR PRE-CONTRACTUAL DISCLOSURE
OBLIGATIONS, YOUR OBLIGATIONS AND THE CONSEQUENCES OF
FAILURE TO PAY THE CONTRIBUTION ON TIME
PAGE 6

INFORMATION FOR THE POLICYHOLDER ACCORDING TO THE INSURANCE BROKERAGE REGULATION

Information about the broker

FAIRWINDS.blue GmbH
Ella 1a, 84428 Buchbach
General Manager: Andreas Lang
Phone.: +49 89 1222 1899 0
Mobil: +49 162 962 5359
Fax: +49 89 1222 1899 9
E-Mail: office@fairwinds.blue
Company headquarters: Buchbach
Registration court: Traunstein District Court, HRB 31665

FAIRWINDS.blue has received permission from the Munich Chamber of Industry and Commerce in accordance with Section 34 d Paragraph 1 GewO:
Insurance intermediary register: D-X2ZV-UC7VG-26
IHK für München und Oberbayern
Max-Joseph-Str. 2, 80333 München

Insurance intermediary registrations can be checked online at the following office: www.vermittlerregister.info

Professional regulations: Section 34 d of the Trade Code; §§ 59-68 VVG, Insurance Mediation Ordinance (VersVermV). Details on the professional regulations can be viewed here: <http://www.gesetze-im-internet.de>

There are no direct or indirect holdings of more than 10% in the voting rights or capital of an insurance company. Conversely, there are no direct ones or indirect holdings of an insurance company in voting rights or capital of FAIR-WINDS.blue.

Arbitration, complaints and supervisory bodies:

The following offices are available to you for out-of-court assistance in clarifying different opinions regarding insurance:

Insurance Ombudsman e.V. PO Box 080632
10006 Berlin - www.versicherungsombudsmann.de

Supervisory authority:
Federal Financial Supervisory Authority (BAFIN)
Graurheindorfer Straße 108, 53117 Bonn www.bafin.de

Basis for advice in accordance with Section 60 VVG

FAIRWINDS.blue is an underwriter and exclusively offers its own insurance products for charter skippers, which have been negotiated with leading German insurance providers. We do not offer any advice or products for other sectors and risks.

The risk bearers for each insurance policy are stated in the policy. We currently cooperate with the following insurers:

Dialog Insurance AG
Adenauerring 9, 81737 Munich

ROLAND Group
Deutz-Kalker Straße 46, 50679 Cologne

HanseMerkur Reiseversicherung AG
Siegfried-Wedells-Platz 1, 20354 Hamburg

INFORMATION ON PROTECTING YOUR DATA AND TO CONSENT TO DATA PROCESSING

In principle

At FAIRWINDS.blue we do everything we can to protect your data to the highest standards. The managing director Andreas Lang is personally responsible. If you have any questions, you can contact him at any time: andreas@fairwinds.blue

Purpose and legal basis of data processing

The Federal Data Protection Act (BDSG), the General Data Protection Regulation (GDPR) and the relevant provisions of the Insurance Contract Act (VVG), as well as other laws and regulations, serve FAIRWINDS.blue as the legal basis for data processing. In order to use our services, e.g. concluding and managing an insurance contract or paying out benefits, the processing of personal data by FAIRWINDS.blue and our insurers and banks is absolutely necessary. We obtained your consent to data processing with the insurance application.

Necessary personal data includes title, surname and first name, year of birth, address and, if applicable, other contact details. In addition, payment details, insurance numbers and information on water sports driving licenses may be requested. In the event of damage, we may need further information about the incident. The provision of this data is contractually required and is absolutely necessary for the conclusion and implementation of the contract. Without processing your personal data, we cannot insure you.

However, we are obliged to save data. This means that we only ask for the data from you that is absolutely necessary for the respective purpose. For higher-level purposes - e.g. to fulfill regulatory or contractual obligations - we anonymize personal data.

Categories of recipients of personal data

Insurers, reinsurers, banks and payment service providers: Risks we assume are insured by various insurance companies with which we work. This may require the transmission of personal data such as contract data or damage data. The same applies when paying premiums and especially when paying out insurance benefits.

External service providers (processors):

We can also use external service providers on a case-by-case basis to fulfill our contractual and legal obligations. You can find a current list of service providers who process personal data at www.fairwindsblue.com/service-providers

We do not transfer any data to third countries outside the EU.

Duration of data storage

Before entering into a contractual relationship with FAIRWINDS.blue:

All data that you provide to us via the electronic application on our website will be automatically deleted from the server after 60 days.

During a contractual relationship with FAIRWINDS.blue:

We will only use the data you provide for as long as you are insured with us.

After a contractual relationship with FAIRWINDS.blue:

Your data will be deleted without request at the latest after the statutory retention period has expired (currently 10 years after the end of your contract). Evidence and retention periods result from legal regulations such as the Commercial Code, the Tax Code and the Money Laundering Act.

Your privacy rights

You can request information from FAIRWINDS.blue about the personal data you have stored at any time. We guarantee to provide you with this in a structured, common and machine-readable format. If you would like incorrect data to be corrected or an addition to be made, we will do so immediately. You can also request that personal data be restricted or blocked if it is no longer required to fulfill an ongoing contract.

You can exercise your right to object to data processing at any time. The revocation has no retroactive effect: until you revoke the processing of the data based on your consent in the application remains lawful.

If you have complaints about data protection, you can contact the responsible data protection authority: Bayrisches Landesamt für Datenschutzaufsicht, Promenade 27, 91522 Ansbach

CONTRACT INFORMATION ACCORDING TO §1 INFORMATION OBLIGATIONS REGULATION WITH CANCELLATION INSTRUCTIONS

Identity of your contract partner

Policies are issued by

FAIRWINDS.blue GmbH
Ella 1a, 84428 Buchbach
General Manager: Andreas Lang
Headquarters: Buchbach
AG Traunstein HRB 31665

In the name and authority of the following insurers:

Dialog Versicherung AG
Adenauerring 9, 81737 München

ROLAND-Gruppe
Deutz-Kalker Straße 46, 50679 Köln

HanseMerkur Reiseversicherung AG
Siegfried-Wedells-Platz 1, 20354 Hamburg

Your contact

is always FAIRWINDS.blue GmbH
Represented by the managing director Andreas Lang
Ella 1a, 84428 Buchbach
Tel.: +49 89 1222 1899 0
Fax: +49 89 1222 1899 9
E-Mail: office@fairwinds.blue

Main business activity

The main business activity is the advice and distribution of insurance in the area of water sports (liability, accident, property and legal protection insurance as well as foreign health insurance.)

Guarantee fund

There is no legal provision for a guarantee fund in the divisions operated.

Essential features of the insurance

FAIRWINDS.blue offers insurance cover for charter skippers of sailing and motor boats. Details on the essential features of the products can be found in the offer and the insurance conditions.

Total price of insurance

You can find the total price of the insurance in our application and the policy. The total premium shown includes the currently applicable insurance tax.

Additional costs & other taxes and fees

Unless expressly stated in the offer or insurance policy, you will not incur any further taxes, fees or costs as part of the proper course of the contract.

Payment and Fulfillment

The first or one-off premium is due at the latest after receipt of the insurance certificate but before the start of insurance. The subsequent contributions are due at the agreed time.

Validity of the offer

If the validity of your offer, application or other information is limited in deviation from the legal provisions, there will be an express notice there.

Start of insurance coverage

The insurance contract is concluded by two agreed declarations of intent as soon as the insurer has accepted the policyholder's application.

The insurance cover does not begin before the insurance certificate is redeemed by paying the annual premium, and not before the time specified in the policy.
If the premium is not paid at the agreed time but later, the insurance cover only begins at this point in time, provided that the policyholder has been made aware of this legal consequence through a separate notification in text form or through a conspicuous note in the insurance certificate.
This does not apply if the policyholder proves that he is not responsible for the non-payment.

Right of withdrawal and cancellation policy

As a policyholder, you can revoke your contract declaration within 14 days in text form (e.g. by letter, fax or email) without giving reasons. The period begins after you have received the insurance certificate, the contract provisions including the general insurance conditions, the further information in accordance with Section 7 Paragraphs 1 and 2 of the Insurance Contract Act in conjunction with Sections 1 to 4 of the VVG Information Obligation Ordinance and this instruction in text form. To meet the cancellation deadline, it is sufficient to send the cancellation in a timely manner. The revocation must be sent to:

FAIRWINDS.blue GmbH
Ella 1a, 84428 Buchbach
office@fairwinds.blue

In the event of an effective cancellation, the insurance cover ends and we will refund you the part of the premium that is due after receipt of the cancellation. We can withhold the part of the premium that is due until the cancellation is received if you have agreed that the insurance cover begins before the cancellation period expires. If you have not given such consent or if the insurance coverage only begins after the cancellation period has expired, the entire premium will be refunded to you. Amounts to be repaid will be reimbursed immediately, no later than 30 days after receipt of the cancellation.

Special instructions

Your right of cancellation expires if, at your express request, the contract has been completely fulfilled by both you and the insurer before the policyholder has exercised the right of cancellation. This is the case if the insurance start date you applied for falls before the end of the cancellation period.

End of revocation

Vertragslaufzeit und Vertragsbeendigung

The duration of your contract is stated in the insurance certificate. The insurance is extended for another year unless it is cancelled in text form with one month's notice before expiry.

Place of jurisdiction and applicable law

The domestic jurisdiction of the Federal Republic of Germany applies to lawsuits arising from or in connection with the insurance contract. If you move your place of residence or habitual residence outside the scope of the Insurance Contract Act after conclusion of the contract or if your residence or habitual residence is not known at the time the lawsuit is filed, the court at the insurer's registered office is responsible. Other places of jurisdiction established under German law are not excluded by these agreements.

German law applies to the insurance contract. The provisions of the Insurance Contract Act apply unless they are expressly changed by this contract.

Contract language

The contractual conditions and the preliminary information are communicated in German. Communication during the term of the contract will be in German.

Out-of-court complaint and legal redress procedures

If you are not satisfied with your insurance contract or our services, you have the option of resolving the dispute out of court by contacting the neutral ombudsman.

The Insurance Ombudsman is an independent arbitration board that works free of charge for consumers and small businesses. Arbitration is possible up to a complaint value of EUR 50,000. You can contact the insurance ombudsman as follows:

Insurance Ombudsman e.V.
PO Box 08 06 32, 10006 Berlin
Telephone: 0800 369 6000,
Fax: 0800 369 9000

Email: beschwerde@versicherungsbundmann.de
Internet: www.versicherungsbundmann.de

We expressly point out that this does not affect your ability to take legal action.

Complaint to the supervisory authority

If you have any complaints about us or our insurers, you can contact the supervisory authority at any time:

Bundesanstalt für Finanzdienstleistungsaufsicht
Bereich Versicherungen
Graurheindorfer Straße 108
53117 Bonn
Telefon: +49 (0) 228 207 0
Telefax: +49 (0) 228 207 7494
Internet: www.bafin.de

SPECIAL INFORMATION ON YOUR PRE-CONTRACTUAL DISCLOSURE OBLIGATIONS, YOUR OBLIGATIONS AND THE CONSEQUENCES OF FAILURE TO PAY THE CONTRIBUTION ON TIME

Instructions on pre-contractual reporting obligations according to Section 19 Paragraph 5 VVG

FAIRWINDS.blue takes over your insurance cover with the confidence that all questions asked in connection with the insurance contract will be answered truthfully and completely.

The insurer depends on your information in order to be able to correctly assess the risk and determine the premium at an appropriate level.

What pre-contractual notification obligations exist?

For this reason, until the insurance contract is concluded, you are obliged to truthfully and completely report all of the risk-relevant circumstances known to you, which we have asked about in text form. You must also indicate circumstances that you attach little importance to.

Please note that you may jeopardize your insurance coverage if you provide incorrect or incomplete information. Further details on the consequences of a violation of the reporting obligation can be found in the information below.

What consequences can occur if a pre-contractual disclosure obligation is violated?

1. Withdrawal and loss of insurance coverage

If you violate a pre-contractual obligation to report, the insurer can withdraw from the contract. This does not apply if you prove that there was neither intent nor gross negligence.

In the event of a grossly negligent breach of the obligation to disclose, the insurer has no right to withdraw if he would have concluded the contract even if he had been aware of the circumstances that were not disclosed, albeit under different conditions.

In case of withdrawal there is no insurance protection. If the insurer declares withdrawal after the occurrence of the insured event, he still remains obliged to pay if you prove that the circumstance not stated or incorrectly stated neither for the occurrence or determination of the insured event nor for the determination or determination of the insured event scope of our obligation to perform was the cause.

However, the obligation to perform does not apply if you have fraudulently violated the obligation to report. In the event of a withdrawal, the insurer is entitled to the part of the premium that corresponds to the contractual period that has expired until the declaration of withdrawal takes effect.

2. Termination

If the insurer cannot withdraw from the contract because you have simply negligently or innocently violated the pre-contractual notification obligation, it can terminate the contract with one month's notice.

The right of termination is excluded if the insurer would have concluded the contract even if the circumstances not disclosed had been known, albeit under different conditions.

3. Contract Amendment

If the insurer cannot withdraw or terminate the contract because it would have concluded the contract even if it had been aware of the undisclosed dangerous circumstances, albeit under different conditions, the other conditions will become part of the contract at the insurer's request.

If you have negligently violated the obligation to report, the other conditions will retroactively become part of the contract. If you have breached the obligation to report through no fault of your own, the other conditions will only become part of the contract from the current insurance period onwards.

If the contract change increases the premium by more than 10% or if the insurer excludes risk insurance for the circumstance that was not disclosed, you can terminate the contract without notice within one month of receiving our notification of the contract change.

The insurer will point out this right in its notification.

4. Exercise of the rights of the insurer

The insurer can only assert its rights to withdraw, terminate or change the contract in writing within one month. The deadline begins at the time at which the insurer becomes aware of the violation of the obligation to report, which establishes the right asserted by us. When exercising his rights, he must indicate the circumstances on which he bases his declaration. To justify this, he can subsequently state further circumstances if the deadline for them in accordance with sentence 1 has not expired.

The insurer cannot rely on the rights to withdraw, terminate or change the contract if it was aware of the dangerous circumstance that was not reported or that the report was incorrect.

Consequences of breaches of obligations after the insured event - instructions in accordance with Section 28 Paragraph 4 VVG

If the insured event has occurred, the insurer needs your help. Please note your obligations described below:

1. Information and clarification obligations

Based on the contractual agreements made with you, after the insured event occurs, the insurer can require you to provide us with any information that is necessary to determine the insured event or the scope of our obligation to provide benefits (obligation to provide information), and enables us to properly examine our obligation to provide performance by providing us with all information that is useful for clarifying the facts of the case (obligation to provide information). The insurer can also request that you provide him with supporting documents, as far as this can reasonably be expected of you.

2. Freedom of performance

If you intentionally do not provide any or untruthful information contrary to the contractual agreements, or if you intentionally do not provide him with the requested documents, you will lose your right to the insurance benefit. If you violate these obligations through gross negligence, you will not lose your claim completely, but the insurer can reduce its benefit in proportion to the severity of your fault. There will be no reduction if you prove that you have not breached the obligation through gross negligence. Despite a breach of your obligations to provide information, clarification or to obtain evidence, the insurer remains obliged to provide benefits to the extent that you prove that the intentional or grossly negligent breach of obligations neither affects the determination of the insured event nor the determination or scope of our claims obligation to perform was the cause.

If you fraudulently violate the obligation to provide information, clarify or obtain evidence, the insurer will in any case be released from its obligation to provide benefits.

A notice:

If the right to the contractual service does not belong to you but to a third party (e.g. in the case of charter cancellation insurance), they are also obliged to provide information, clarify and provide evidence.

Consequences of not paying the first or one-off premium on time - instructions in accordance with Section 37 Paragraph 2 VVG

In order for the insurer to be able to grant your insurance cover, you must pay the agreed premiums on time.

If you do not pay the first or one-off premium on time, the insurance coverage will begin at the earliest when you pay the premium. However, the insurance cover begins at the agreed time if you prove that you are not responsible for the non-payment.

If you do not pay the first or one-off premium on time, the insurer can withdraw from the contract as long as you have not made the payment. The right to withdraw is excluded if you prove that you are not responsible for the non-payment.

A notice:

Further regulations regarding the start of insurance cover, the due date of the first or one-off premium and the timeliness of payment can be found in the insurance policy and the insurance conditions applicable to your contract.

You have fulfilled your obligation to pay the premium when the payment has been received by the insurer. Your payment is on time,

- if you used the payment tool integrated into the online application
- if the transfer order, assuming coverage, is received by your bank within the payment deadline;
- Payments were made to the insurer's account within the payment deadline;
- if you have been authorized to direct debit, the contribution can be debited from your account at the time it is due, i.e. there are sufficient account funds.