

TERMS AND CONDITIONS OF THE FAIRWINDS.blue CHARTER INSURANCE

EXTENDED SKIPPER-LIABILITY-INSURANCE

Page 2

CHARTER-DEPOSIT-INSURANCE

Page 4

CHARTER-ACCIDENT-INSURANCE

Page 5

CHARTER-FOLLOW-UP-INSURANCE

Page 6

CHARTER-CANCELLATION-INSURANCE

Page 7

GENERAL CONDITIONS FOR ALL CHARTER-INSURANCE

Page 9

PRODUK TINFORMATION TO THE CHARTER-INSURANCE

Page 11

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

EXTENDED

SKIPPER-LIABILITY-INSURANCE



The scope of your insurance coverage is described in this text and the "General Conditions" of the FAIRWINDS.blue charter insurance policies. A further basis are the general liability conditions (AHB). This is a translation. In case of doubt the German original applies.

1. What is insured?

1.1 Your legal liability is insured while using a sailing or motor yacht chartered or rented for private purposes.

1.2 The insurance covers personal injury and property damage as well as financial loss as a result of insured personal injury or property damage for which you are held liable, e.g. due to an accident caused by you or incorrect behavior.

1.3 The insured sums are maximized: they are available once per insurance year. For each liability claim, the deductible is €150.

2. Insured persons

You can only take out this insurance if you are the skipper according to the official crew list, otherwise the insurance will not pay. Therefore the skipper must always be the policyholder.

All of your crew members are also insured if they are registered on the official crew list.

3. What to do in case of damage

If liability damage has occurred, you must pay attention to the following in order not to jeopardize your insurance coverage:

- You must report liability damage immediately to the responsible port captain and, if instructed by the port captain, also to the police. Request copies of the reports.
- In addition, you must also inform the charter company immediately and follow their instructions.
- Inform FAIRWINDS.blue in text form (email, WhatsApp) about the damage.
- under no circumstances make an oral or written admission of guilt. The insurer is solely responsible for assessing liability.

Of course, you are welcome to contact us at any time if you have questions.

4. Insured risk

4.1 The claims of the crew members against the skipper are insured.

4.2 Deviating from Section 7.4 of the AHB, liability claims of the skipper and crew members among themselves and against each other are also insured.

4.3 The legal liability of you and your crew members when using a dinghy belonging to the chartered yacht or when towing water skiers and paragliders is also insured.

4.4 Special features for acts of gross negligent:

If you or your crew cause material damage to the charter yacht (or its equipment and accessories, e.g. dinghy and outboard motor), this damage is normally covered by the deposit and the CHARTER DEPOSIT INSURANCE, not by the SKIPPER LIABILITY INSURANCE. See point 5.1.

However, if you or your crew are proven to be grossly negligent, property damage to the charter yacht (or its equipment and accessories) is also insured.

Please note: insurance coverage for material damage to the chartered yacht only exists due to proven gross negligence. The claim against you or your crew must be confirmed by a court ruling or based on a settlement reached with the express consent of the insurer. A special deductible of €3,000 applies to such damage. Any deposit retained by the charter company will not be refunded.

4.5 The defense against unjustified claims for damages against you or your crew is also insured. If an insured event leads to a legal dispute over claims for damages against you or your crew, the insurer is authorized to conduct litigation. He will then conduct the legal dispute on behalf of you or the affected crew member at the expense of the insurance company.

5. Not insured

5.1 is damage to the chartered yacht, including all equipment, dinghies and other accessories, if it was not caused by the grossly negligent behavior of you or your crew. See point 4.4.

This means that damage to the chartered yacht due to simple fault is not within the scope of the Skipper liability insurance. (We recommend CHARTER DEPOSIT INSURANCE for such damage).

5.2 is the personal liability of the water skier, hang glider and other people being towed.

5.3 is damage to the engine.

5.4 are damages in connection with criminal acts (customs offenses, drug and alcohol abuse, etc.).

5.5 is damage to personal electronic or optical devices and glasses.

5.6 are liability claims from relatives and life partners against you or your crew members if they live with you at home.

5.7 are financial losses that did not arise as a result of personal or property damage.

5.8 Neither you nor your crew are insured if you operate the yacht for a fee or for monetary benefits or if it is a paid transfer or training trip. Please contact us if you need specific SKIPPER LIABILITY INSURANCE for professional skippers or instructors.

6. Scope

6.1 Included is - in deviation from the general insurance conditions for liability insurance - your statutory liability from damage events anywhere in the world, except in the waters of Australia, USA, Canada and New Zealand.

6.2 The insurer's benefits are provided in Euro. The insurer's payment obligation is deemed to have been fulfilled at the time the amount is transferred to a domestic financial institution.

6.3 Penalty deposit: the insurer will pay up to €60,000 in advance if you have to pay a deposit abroad so that you or your crew are temporarily spared from criminal prosecution. This advance must be paid back to the insurer within six months.

7. Water pollution

7.1 Within the scope of the contract, your legal liability for direct or indirect consequences of changes in the physical, chemical or biological properties of a body of water, including groundwater (water damage), is also insured. Financial losses are treated like property damage.

7.2 Water damage is not insured if you have knowingly or intentionally introduced or introduced substances that are harmful to water into bodies of water or through other deliberate influence on bodies of water. This also applies if the initiation or action is necessary to save other legal interests.

7.3 Water damage caused by operational dripping or runoff of oil or other liquids from tank caps, refueling systems or from the ship's mechanical equipment is not insured.

7.4 Liability claims against you or your crew are excluded from the insurance cover if you caused the damage by intentionally deviating from laws, regulations or official orders or orders intended to protect water.

7.5 Liability claims for water damage that are directly or indirectly based on war events, other hostile acts, riots, internal unrest, general strikes or directly on orders or measures from higher authorities are excluded. The same applies to damage caused by force majeure.

CHARTER-DEPOSIT-INSURANCE

The scope of your insurance coverage is described in this text and the "General Conditions" of the FAIRWINDS.blue charter insurance policies. This is a translation. In case of doubt the German original applies.

1. What is insured?

1.1 The insurance covers the deposit that the charter company withholds (partially) due to material damage to a sailing yacht or motor yacht that you have chartered or rented for private purposes. The yacht's accessories are also insured if they are damaged or lost and the deposit is (partially) retained.

1.2 The insurance will pay you compensation up to the amount of the deposit retained due to the damage, less the deductible (see point 1.4). The reimbursement is limited to the amount of the deposit paid, but a maximum of the amount insured. Therefore, this must always be at least as high as the deposit, otherwise there is underinsurance. Damages will then only be settled in proportion to the amount of the insured amount to the amount of the deposit, which is disadvantageous for you.

1.3 Please note: a claim under this insurance only arises if the damage was actually caused by you or your crew, e.g. due to an accident or incorrect behavior. For example, normal wear and tear is not insured (you can find all exclusions under point 4).

1.4.1 The deductible that you bear in the event of any damage event is 5% of the deposit according to the charter contract, but at least €50. Example: In the case of a damage of €1,200, this insurance will reimburse €1,140 if the insured sum was not less than the amount of the deposit.

1.4.2 Excess for special sails
In the event of damage to light wind sails (e.g. gennakers), membrane, laminate or foil sails, the excess is 20% of the deposit retained due to the damage, with a minimum of €250.

1.4.3 reduced deductible for regular customers:
From the 4th year without claims - i.e. if you were insured continuously for at least 3 years and had no damage - the deductible, as described in point 1.4.1, is only 2,5% for the first claim.

2. Insured persons

The skipper listed on the official crew list must be the policyholder for insurance cover to be valid.

Exception: If you are the policyholder and have hired a skipper for payment, insurance cover applies in full in accordance with these terms and conditions.

All of your crew members are also insured if they are registered on the official crew list.

3. Claim settlement

Please submit the following documents to us as a scan or copy within one month of the damage:

- a detailed description of the course and extent of the damage. This description must be confirmed by the skipper and a crew member with a signature.
- good pictures of the damage
- the repair invoice or cost estimate
- a receipt for your payment
- a copy of the complete charter agreement
- a copy of your (boat) license
- a copy of the crew list

Of course, in the event of a claim, you are welcome to contact us if you have any questions.

4. Regatta, commercial cruises, exclusions

Even the best insurance cannot pay for everything, otherwise it would be extremely expensive. There are also damages for which you and your crew are not liable because you have no influence on them (e.g. force majeure) or because they are part of the charter company's operational risk (e.g. wear and tear). Such damage is not insured. Please also note the following exclusions:

4.1 The insurer is exempt from liability if the insured event was caused intentionally. This is regulated in the Insurance Contract Act (VVG) and means: If you intentionally caused damage, this insurance will not cover it.

If you did not cause damage intentionally but through gross negligence, the reimbursement may be reduced depending on the extent of the gross negligence. This is also regulated in the VVG. "Gross negligence" is always a question of the individual case and can occur, for example, if the necessary care is violated to a particularly serious extent and the simplest, very obvious considerations are not taken into account, as well as if what is happening in the specific case is not taken into account should have been obvious to everyone. An example: if you sail at night without having the required lights.

4.2 If you, as skipper, are driving the yacht for payment or other monetary benefits, or if it is a transfer or training trip, or if you are taking part in a regatta, annual insurance is not possible. An existing annual insurance policy is also not valid. However, you can take out charter deposit insurance that is valid for one trip. The excess when taking part in regattas is at least €200, contrary to 1.4.1.

4.3 Damage to the engine and gearbox on the main machine is not included in the insurance. However, damage to propellers or the propeller shaft is insured according to the terms and conditions. Damage due to wear and tear on the outboard engine of the dinghy is not insured. However, if you damage the outboard motor, for example during a careless maneuver, this is of course insured.

4.6 As a skipper, you are obliged to have the flawless hand-over confirmed in writing when you return the yacht. If the charter company makes claims after the yacht has been returned, these are not insured - and you should usually not pay them.

CHARTER-ACCIDENT-INSURANCE

The scope of your insurance coverage is described in this text and the "General Conditions" of the FAIRWINDS.blue charter insurance policies. A further basis are the general accident conditions (AUB). This is a translation. In case of doubt the German original applies.

1. What is insured?

1.1 The insurance cover applies to accidents on board a sailing or motor yacht that you have chartered or rented for private purposes. The use of the dinghy is also insured.

1.2 Accidents while entering and leaving the yacht are also insured.

1.3 Accidents while bathing and swimming from the yacht, as well as accidents while practicing water skiing from the yacht are also insured.

2. Insured persons

2.1 You can only take out this insurance if you are the skipper according to the official crew list, otherwise the insurance will not pay. Therefore the skipper must always be the policyholder.

All of your crew members are also insured if they are registered on the official crew list.

2.2 In the event of damage, the insured sum is divided by the number of people on the boat at the time of the accident. Each person is insured with the corresponding part of the insured sum.

3. Scope

3.1 Disability benefits

If you or a co-insured crew member suffers a permanent physical or mental impairment (= disability) as a result of an accident described in point 1, the insurer will pay you a one-off lump sum payment (= disability benefit).

3.2 Rescue costs

A flat rate of up to €60,000 is insured for:

3.2.1 Rescue costs for you and/or the insured crew members after an accident or in distress at sea due to a storm or severe damage to the ship,

3.2.2 Search operations if you or a co-insured crew member have had an accident on the yacht, even if there is only the suspicion of an accident,

3.2.3 the rescue of you and your insured crew members if you are injured in an accident. Transport to the nearest hospital and the necessary additional costs that arise as a result of the accident for the journey back to home are also insured within this amount;

If at the same time there is medical expense insurance for you or the co-insured crew members that provides benefits for rescue costs, the benefits take precedence over the medical expense insurance. It is paid out as part of accident insurance if the health insurer's benefits are not sufficient to cover the costs incurred (subsidiarity).

3.2.4 the return transport of those who died in an accident to their hometown.

3.3. in case of death

If an insured person dies due to an accident according to point 1, the insurer will pay €100,000.

4. Exclusions

4.1 There is no insurance cover if you, as skipper, operate the yacht for payment or other monetary benefits or if it is a paid transfer or training trip.

CHARTER-FOLLOW-UP-INSURANCE

The scope of your insurance coverage is described in this text and the "General Conditions" of the FAIRWINDS.blue charter insurance policies. This is a translation. In case of doubt the German original applies.

1. What is insured?

1.1 If you have chartered or rented a sailing yacht or motor yacht for private purposes, the charter company can demand compensation from you for loss of income if you do not return the yacht as agreed and the successor crew cannot take over the ship in time. A replacement skipper may also need to bring the ship back if you are unable to do so due to an accident.

CHARTER-FOLLOW-UP-INSURANCE will reimburse you for these costs under the following conditions.

2. Preconditions and insured event

2.1 You can only take out this insurance if you are the skipper according to the official crew list, otherwise the insurance will not be paid. Therefore the skipper must always be the policyholder.

All of your crew members are also insured if they are registered on the official crew list.

The insured weekly charter must be at least as high as the actual weekly charter price (excluding discounts and rebates), otherwise there is underinsurance. In this case, damages are only settled in proportion to the amount of the insured weekly charter to the actual weekly charter, which is disadvantageous for you.

2.2 Loss of income due to yacht damage

The insured event occurs if the yacht is not available in time for the subsequent charter due to damage caused by you or your crew. Loss of use is insured if you are obliged to pay compensation due to laws or provisions in the charter contract.

2.3 Loss of income due to bad weather

Loss of income damage to the charter company is also insured if you do not return the yacht to the agreed location at the agreed time due to strong winds with peak gusts of over 7 Bft.

2.4.1 Loss of income due to late return of the yacht due to personal injury on board due to an accident is also insured

2.4.2 if you have to be hospitalized due to an acute illness.

3. Scope

3.1 The insurer will compensate the financial loss that the charter company has demonstrably suffered due to the loss of use of the following crew due to point 2 and for which he holds you liable. The total benefit is limited to €25,000 per insurance year.

3.2 The basis for assessing the damage is the daily rate, which results from the pure charter costs of the yacht in accordance with the charter contract for the subsequent charter. Only days for which the yacht was already chartered before the occurrence of the damage or delayed return and for which no free replacement yacht can be made available count as lost days.

3.3 If you are unavailable as skipper according to point 2.4 and no crew member is able to return the yacht to the base in time, the usual costs for a replacement skipper for the yacht return will be reimbursed.

4. Deductible

4.1 In the event of a loss of use according to point 2.2, the first 3 days of loss will not be replaced.

4.1 If there is a loss of use of the yacht according to points 2.3 or 2.4, no deductible will be charged.

5. Exclusions

5.1 is loss of income due to machine damage.

5.2 is the loss of income due to damage to the yacht that was not caused by you or your crew, e.g. due to third-party negligence or force majeure.

5.3 is damage that occurs when participating in regattas.

5.4 are additional services or the costs of the following crew.

5.5 There is no insurance cover if you, as skipper, operate the yacht for payment or other monetary benefits or if it is a paid transfer or training trip. Please contact us if you need special CHARTER CANCELLED DAMAGE INSURANCE for professional skippers or instructors.

6. Claim settlement

To settle the claim, we need the following documents from you:

6.1 Report on the cause of the loss of use, signed by you and a crew member

6.2 Copy of the charter agreement

6.3 Evidence of the financial loss that has occurred (copy of the charter contracts for the subsequent charter weeks)

6.4 If necessary, information from the charter company about rebookings by the subsequent charterer

6.5 Copy of the skipper's driving license

6.6 If necessary, a meaningful weather report

6.7 If necessary, a certificate from the local doctor or a hospital discharge report

CHARTER-CANCELLATION-INSURANCE



The scope of your insurance coverage is described in this text and the "General Conditions" of the FAIRWINDS.blue charter insurance policies. This is a translation. In case of doubt the German original applies.

1. What is insured?

In accordance with the provisions set out below, insurance cover applies to the non-commencement and the cancellation of the trip by you or by individual or all crew members, provided that you have chartered or rented a sailing yacht or motor yacht for private purposes.

2. Requirements and insured persons

2.1 The skipper listed on the official crew list must be the policyholder for insurance cover to be valid.

Exception: If you are the policyholder yourself and have hired a skipper for payment, insurance cover applies in full in accordance with these terms and conditions.

Your crew members are also insured, provided that you have sent us a (provisional) crew list within one week after receipt of the policy.

3.1 Benefits in the event of the skipper being unable to start the charter

3.1.1 If you – as the skipper – are unable to commence the trip for one of the important reasons listed in section 5, the entire crew is also entitled to cancel the trip (this is referred to as a total cancellation of the trip).

3.1.2

Reimbursed are the cancellation costs charged by the charter company as well as any additional costs or cancellation fees that you or your crew members must bear in connection with the charter (e.g. for flights or hotels), provided that such costs are included in the sum insured.

3.2 Benefits in the event of the skipper being unable to continue the trip

3.2.1 If you – as the skipper – are required to terminate the trip prematurely for one of the important reasons listed in section 5, the pro rata costs of the unused portion of the charter will be reimbursed, provided that the yacht could not be re-chartered. This provision applies only if your inability to continue actually results in the trip being terminated and if no replacement skipper is available.

If the expected costs for a replacement skipper are not higher than the expected cancellation costs resulting from terminating the trip, the costs for the replacement skipper will be covered in accordance with these terms and conditions.

3.2.2 In addition, any proven additional return travel costs incurred, as well as other additional expenses directly caused thereby, for you and your crew will be reimbursed, provided that the outward and return travel costs are included in the sum insured.

3.2.3 Reimbursement of additional return travel costs is based on the type and class of transport and, where applicable, accommodation and catering booked for the outward and return journey by you and your crew.

If, contrary to the originally booked return journey, return travel by aircraft is medically necessary, only the costs for a seat in the lowest aircraft class will be reimbursed.

4.1 Benefits in the event of a crew member being unable to start the charter

4.1.1 If a crew member is unable to commence the trip due to one of the important reasons listed in section 5 the insurer will provide compensation in the amount of the crew member's pro rata share of the charter costs (this is referred to as a partial cancellation).

This share is calculated based on the number of persons listed on the official crew list.

4.1.2 Where applicable, additional costs or cancellation fees that the crew member must bear in connection with the charter (e.g. for flights or hotels) will also be reimbursed on a pro rata basis, provided that such costs are included in the sum insured.

4.2 Benefits in the event of a crew member terminating the trip during the voyage

4.2.1 If a crew member is required to terminate the trip prematurely due to one of the important reasons listed in section 5, the insurer will provide compensation in the amount of the crew member's pro rata share of the unused charter period.

This share is calculated based on the number of persons listed on the official crew list and the total number of charter days.

4.2.2 The provisions set out in sections 3.2.2 and 3.2.3 apply analogously to the additional return travel costs of the crew member.

4.3 Benefits for accompanying persons

If the trip of the crew member who is unable to commence the trip or who terminates the trip prematurely was planned jointly for two persons, the following applies: The accompanying person is also entitled to benefits under section 4, provided that the accompanying person is likewise insured.

5. Insured reasons for cancellation

5.1 The insurer reimburses the cancellation or withdrawal costs of you and your crew members as described above exclusively due to one of the important reasons listed below, either if

- the insured person is expected to be unable to travel based on general life experience, or if
- commencing the trip or completing it as planned cannot reasonably be expected of the insured person.

5.2 In the event of the death, serious accident or unexpected serious illness of the insured person, their spouse, children, parents, siblings, grandparents, grandchildren, parents-in-law or children-in-law.

5.3 In the event of vaccine intolerance of the insured.

5.4 In the event of damage to the insured person's property as a result of fire, natural hazards or an intentional criminal act committed by a third party, provided that the damage is significant in relation to the financial situation and assets of the injured party, or if the insured person's presence is required in order to assess the damage.

6. Sum insured, deductible

6.1 The sum insured must correspond to the full charter costs booked, including, where applicable, additional booked services.

Costs for additional services are only insured if they are included in the sum insured.

6.2 The sum insured must not be lower than the costs of the insured services; otherwise, underinsurance applies. In such cases, claims will be settled only in proportion to the ratio of the sum insured to the total costs of the insured services.

6.3 The insurer provides benefits up to the amount of the sum insured.

If the proven additional return travel costs incurred by you or your crew exceed the sum insured, the insurer will reimburse such costs up to 100% in excess of the sum insured.

6.4 In each insured event, you or the affected crew members shall bear a deductible, unless otherwise agreed. The deductible amounts to 20% of the insurance benefit.

7. Exclusions

7.1 Not insured are medical expenses, medication, costs for accompanying persons, as well as costs for the repatriation of a deceased insured person.

For reimbursement of such costs, we recommend taking out foreign travel health insurance.

7.2 Not insured is the non-commencement or termination of the trip due to pregnancy and all related complaints or illnesses.

7.3 Non-commencement or termination of the trip due to immediate or imminent dangers of war, civil war or war-like events is not insured, including dangers arising independently of a state of war from the hostile use of weapons of war or from the presence of weapons of war as a consequence of such dangers.

Also not insured is the non-commencement or termination of the trip due to acts of political violence, riots or other civil unrest, as well as nuclear hazards.

7.4 The insurer shall not provide benefits if, for you or the affected crew member, the insured event was already foreseeable at the time the insurance was taken out.

This applies in particular to pre-existing conditions and chronic illnesses.

7.5 The insurer shall also not provide benefits if you or the affected crew member intentionally caused the insured event.

If the insured event was caused by gross negligence on the part of the affected insured person, the insurer is entitled to reduce its benefits in proportion to the severity of the insured person's fault.

8. Obligations of the skipper and crew in the event of an insured event

As the policyholder, you, as well as the affected crew member (as an insured person, where applicable), must comply with certain obligations in order not to jeopardise the insurance benefit:

8.1 The occurrence of an insured event must be reported to FAIRWINDS.blue without delay.

In the event of a total cancellation, the trip must also be cancelled with the charter agency or the charter company at the same time.

8.2 All relevant information requested by the insurer must be provided, insofar as this is reasonable.

You are obliged to provide the insurer with all required evidence without being asked, in particular medical certificates relating to illnesses, accidents and vaccine intolerances.

8.3 At the insurer's request, the doctors of the affected persons must be released from their duty of confidentiality in relation to the insured event, insofar as such request can be legally complied with.

8.4 If you, as the policyholder, or a crew member, as an insured person, breach any of the above obligations, the insurer shall be released from its obligation to provide benefits, unless the breach was neither intentional nor due to gross negligence.

In cases of grossly negligent breach, the insurer shall remain obliged to provide benefits to the extent that the breach had no influence on the determination or the amount of the benefit owed.

TERMS & CONDITIONS OF THE FAIRWINDS.blue CHARTER INSURANCE

The scope of your insurance coverage is described in this text and the individual tariff conditions of the FAIRWINDS.blue Professional Charter Insurance. This is a translation. In case of doubt the German original applies.

1. Validity of the General Terms and Conditions

These "General Terms and Conditions" (GTC) describe the principles of your insurance contract and serve to specify the contractual relationship between you as the policyholder and FAIRWINDS.blue and the insurer.

These terms and conditions apply to these FAIRWINDS.blue professional charter insurance policies:

- EXTENDED SKIPPER-LIABILITY-INSURANCE
- CHARTER-DEPOSIT-INSURANCE
- CHARTER-ACCIDENT-INSURANCE
- CHARTER-FOLLOW-UP-INSURANCE

2. Agreed benefits

Only the insurance and benefits specified in the policy are agreed. Additional agreements that have not been confirmed in the policy are not valid.

3. Limitation to chartered watercraft

The precondition for the validity of FAIRWINDS.blue CHARTER INSURANCE is a written rental or charter contract for rented or chartered boats or yachts for private purposes. The insurance does not apply to boats or yachts of which you are the (co-)owner.

4. Skipper = Policyholder

You must be the captain/skipper according to the official crew list - hereinafter referred to as skipper - and at the same time the insurance holder, otherwise there is no insurance cover.

5. Nautical/sailing license clause

If you, as a skipper, need an official permit (sailing license) to operate the charter yacht in accordance with the laws of the sailing area, the insurer remains exempt from the obligation to provide benefits if you do not have the officially required license when the insured event occurs.

The obligation of the insurer to pay remains if you were able to assume, through no fault of your own, that you had the necessary license.

6. Maximum insured duration per trip - trips per year

The maximum insurance period per trip is 4 weeks from the start of the charter according to the charter contract.

However, your charter insurance is valid for any number of private trips per insurance year unless a one-time validity is agreed in the policy.

7. Scope

Charter insurance has worldwide coverage with the exception of the waters of Australia, USA, Canada and New Zealand.

8. Commercial skippers and training skippers

The insurance does not apply if you, as skipper and policyholder, operate the yacht for payment or monetary benefits or if it is a transfer or training trip.

9. General exclusions

- a) The insurance does not apply to damage caused by war, war-like events and weapons of war, civil war, revolution, rebellion or uprising, regardless of contributing causes.
- b) The insurance policies do not cover damage caused by nuclear energy, nuclear radiation or radioactive substances, regardless of contributing causes.
- c) The insurance does not apply if you take part in motorboat races or the associated practice trips with the rented or chartered boat.

10. Timely application for insurance

Insurance coverage must be applied for before taking over the charter yacht.

11. Start of insurance coverage

The insurance coverage applies once the premium has been received by FAIRWINDS.blue. If the premium is not received and you are not responsible for the non-payment, insurance coverage will continue to apply even without receipt of money. Of course, you are obliged to pay the premium subsequently.

12. Premium Payment

- a) If there is a valid SEPA mandate:
Insurance coverage is provided regardless of the actual time of the debit, provided the call is redeemed.
- b) When paying by bank transfer:
The premium must be paid before the charter begins.
- c) When paying by credit card and other provider:
Payment must have been authorized before taking over the charter yacht

13. Start and end of the insurance contract

- a) The insurance contract is concluded when you have received the insurance certificate ("policy") in text form (also electronically).
- b) The start of insurance according to the policy applies. This should be the start of the charter according to the charter contract.
- c) The insurance contract runs for 12 months from the start of the insurance and is tacitly extended from year to year if you do not cancel the insurance with one month's notice before the end of the contract period.

14. What to do in the event of damage

a) As skipper and policyholder, you are responsible for fulfilling duties and obligations and for reporting the damage.

b) You must report damages to FAIRWINDS.blue immediately, but at the latest within one month of the damage event.

c) You are obliged to participate in the settlement of the claim. This means, in particular, making all necessary documents available upon request and, in the event of personal injury, releasing the treating doctors from their duty of confidentiality at the request of the insurer.

d) Liability damage must be reported immediately to the responsible port captain and, if instructed by the port captain, also to the police. Failure to comply may result in the insurance cover being invalid in whole or in part.

e) In addition, you must immediately report any damage to the charter company. It is essential to follow the charter company's instructions. They must be documented in the logbook. Failure to comply may result in the insurance cover being invalid in whole or in part.

f) Documents in the event of damage

In the event of damage, we need the following documents from you:

Charter contract, crew list, proof of payment (credit card receipt, receipt), detailed list of repair costs from the charter company (invoice, cost estimate), detailed description of the damage, signed by you and a crew member and (if available) detailed photos of the damage.

Further documents required to settle the damage may be requested separately from you and your crew members.

15. Subsidiarity and prohibition of enrichment

The amount of the insurance benefit is limited to the financial damage that you or your crew members actually suffered as a result of the occurrence of the insured event and that is not or was not compensated for by third party benefits - e.g. other insurance companies. You must provide relevant proof upon request.

Other insurance policies, particularly charter yacht insurance and your health insurance, precede FAIRWINDS.blue charter insurance.

16. Obligations

If an obligation - i.e. one of your obligations - according to the charter contract and/or the yacht insurer is intentionally violated, or one of the obligations mentioned above or in the individual insurance products and their general conditions is intentionally violated, you may lose your insurance cover.

In the event of a grossly negligent breach of an obligation, the insurer is entitled to reduce its benefit in proportion to the severity of the policyholder's fault. If you prove that you did not breach the obligation through gross negligence, the insurance coverage remains in effect.

The insurance coverage will continue to apply if you prove that the breach of the obligation was neither the cause of the occurrence or determination of the insured event nor of the determination or scope of the service owed to the insurer. This does not apply if you have fraudulently breached the obligation.

The knowledge and fault of the insured persons - i.e. the crew - are equal to your knowledge and fault.

17. Sanctions clause

Without prejudice to the other contractual provisions, insurance cover only exists if and as long as there are no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany that are directly applicable to the contracting parties.

This also applies to economic, trade or financial sanctions or embargoes of the United States of America, unless this is contrary to the legal provisions of the European Union or the Federal Republic of Germany.

18. Law and Jurisdiction

The law of the Federal Republic of Germany applies to all insurance policies, in particular the Insurance Contract Act (VVG).

The domestic jurisdiction of the Federal Republic of Germany applies to lawsuits arising from the insurance relationship. If the policyholder moves his domicile, registered office or usual residence outside the area of application of the Insurance Contract Act after conclusion of the contract or if his domicile or usual residence is not known at the time the action 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

PRODUCT INFORMATION SHEETS FOR CHARTER INSURANCE

With the following information we give you an initial overview of charter insurance on behalf of and on behalf of the insurers involved. You can find the relevant insurer in the policy. Please note: This information is not complete. Comprehensive information about the individual insurance policies - so-called contractual provisions - is contained in the insurance documents (application, policy, additional agreements, customer information and insurance conditions). Please note that this overview does not replace advice or reading the contractual provisions.

What type of insurance is it?

We offer charter insurance. Charter insurance protects hobby sailors and motorboat drivers from the various risks they take when chartering and driving other people's yachts.

This section applies to all professional charter insurance policies



What is to be considered?

! The precondition for the validity of charter insurance is a written rental or charter contract for rented or chartered boats or yachts for private purposes. The insurance does not apply to boats or yachts of which you as the policyholder are the (co-)owner.

! The policyholder must be the skipper.

For the charter security deposit insurance and the charter cancellation insurance, cover also applies if a skipper has been hired for remuneration.

The crew members are also insured.

! The cover of charter insurance is always subsidiary, i.e. the charter ship's insurance takes precedence in terms of service.



What is not insured?

✗ Damage due to intentional actions or if you fraudulently deceive us about circumstances that are important for the insurance.

✗ Damage that occurs when participating in motorboat racing.

✗ In principle, a non-private, i.e. professional or commercial activity as a skipper is not insured, unless this has been expressly included in the insurance cover in writing.



Scope

✓ Charter insurance is generally valid worldwide with the exception of the waters of Australia, USA, Canada and New Zealand.



Beginning and end of cover?

- The contract is concluded for the period specified in the policy. Please note that insurance coverage only begins if the first premium has been paid within two weeks of receiving the insurance certificate. If the contract term is at least one year, the contract will be extended by one year unless you or we receive notice of termination at least one month before the end of the respective insurance year



When and how do I pay?

- The contributions are payable once or annually, depending on the selected contract period.
- The initial contribution is due immediately and must be paid in the final processing step of the online application process.



What obligations do I have?

- The questions contained in the application must be answered truthfully and completely.
- Inform us if there are any changes to your original information during the term of the contract.

What to do in case of damage?

- Follow local legal regulations and the charter company's requirements, such as reporting to the harbor master.
- Report any damage to us immediately.
- You are obliged, within your means, to prevent and minimize any impending damage and to keep it as small as possible.



How can I cancel the contract?

- Each contracting party may terminate the contract with one month's notice to the anniversary of its commencement. Insurance that only applies to one trip ends at the end of the trip without the need for termination.
- In addition, you and we are entitled to further termination rights such as termination after we have paid benefits.

PRODUCT INFORMATION SHEET FOR THE SKIPPER LIABILITY INSURANCE

What type of insurance is it?

We offer you extended skipper liability insurance for private skippers. This means we cover the personal, unlimited liability risk that you bear as a skipper if you culpably cause damage to someone else.



What is insured?

- ✓ The purpose of skipper liability insurance is to examine liability claims made against you, to satisfy legitimate claims and to ward off unjustified claims that arise from the use of a chartered water sports vehicle.
- ✓ Persons, property damage and financial losses are insured up to the amount of the insured sum stated in the policy.
- ✓ Skipper liability insurance covers the essential liability risks when practicing private water sports with a chartered/rented water sports vehicle. This also includes, for example, the following damage:
 - ✓ Damage caused by you to third parties or their property as the skipper of a chartered yacht
 - ✓ Material damage **to the yacht you have chartered/used** is **only** insured as a result of **gross negligence**, provided that this is stipulated by a court or based on the express consent of the insurer.
 - ✓ In addition, it is agreed that amounts of up to € 60,000 will be paid in advance that the policyholder has to spend abroad in order to be spared from criminal prosecution for the time being (penalty deposit).



What is not insured?

- ✗ Material damage to the chartered yacht as a result of **simple negligence** or through no fault of your own is not insured, as the yacht's comprehensive insurance or charter deposit insurance applies here.
- ✗ Damage to the engine
- ✗ Damages in connection with criminal acts (customs offenses, drug and alcohol abuse, etc.).
- ✗ Damage to personal electronic or optical devices and glasses.
- ✗ Liability claims between family members in the same household and life partners.
- ✗ Professional skipper-activities for payment.



Are there limitations in coverage?

- ! We pay for damages up to the agreed insured amount. The deductible is €150.



What obligations do I have in case of damage?

- Liability damage must always be reported immediately to the port captain and, if instructed by the port captain, also to the police.
- Report any damage immediately to the charter company and follow their instructions.
- Support us in determining and settling the damage, for example by contacting us. B. immediately notify us of all legal or official proceedings (e.g. dunning proceedings or lawsuits) that are related to the damage asserted against you. In these procedures, always file an appeal (e.g. objection) in a timely manner. We will then carry out the process on your behalf and cover the costs.

Provide the appointed lawyer with all necessary information and provide requested documents.

PRODUCT INFORMATION SHEET FOR THE CHARTER-DEPOSIT-INSURANCE

What type of insurance is it?

We offer you charter deposit insurance, either for one trip or with annual cover. This means we cover your liability risk within the scope of the deposit you payed to the charter company for material damage to the chartered ship that you and your crew members cause.



What is insured?

- ✓ Claims of the charter company against you (or your crew) are insured if you are justifiably held liable due to culpably caused hull damage to the chartered yacht.
- ✓ In the event of damage, the insurer is liable up to the amount of the damage incurred, but a maximum of the insured sum stated in the insurance application. The maximum amount that can be insured is the deposit agreed in the respective charter contract.



What is not insured?

- ✗ Engine and gearbox damage are not included in the insurance.
- ✗ Damage caused intentionally.



Are there coverage restrictions?

- ! The deductible per damage event is 5% (max. 5% of the deposit), but at least € 50.
- ! If the damage was caused by gross negligence, the compensation may be reduced in accordance with the extent of the gross negligence.



What obligations do I have?

- The insured deposit amount must not be lower than the deposit agreed in the charter contract, otherwise there is underinsurance. In this case, damage to the deposit will only be settled in proportion to the amount of the insured sum and the amount of the deposit agreed in the charter contract.

PRODUCT INFORMATION SHEET FOR THE CHARTER-ACCIDENT-INSURANCE

What type of insurance is it?

We offer you charter accident insurance. This covers rescue costs in the event of an accident on the boat or while swimming around the boat, or if an accident is suspected.



What is insured?

- ✓ The skipper and crew of the chartered water sports vehicle are insured.
- ✓ Accidents on board and in the dinghy suffered by the authorized skipper and crew.
- ✓ Accidents when entering and leaving the boat, as well as accidents while swimming or water skiing.
- ✓ In the event of damage, the insured sum is determined by the number of e.g. shared by the people on the boat at the time of the accident.
- ✓ Insurance coverage exists for accident events; This occurs if the insured person involuntarily suffers damage to their health due to an external event that suddenly affects their body. The following types of benefits are insured:
- ✓ Rescue costs – even if an accident is imminent
- ✓ Disability benefits
- ✓ Death benefits



What is not insured?

- ✗ Accidents of the insured person that occur as a result of intentional crimes.
- ✗ People who are professionally involved in the maintenance and care of the boat (e.g. staff of the charter company).
- ✗ People in need of long-term care who predominantly require outside help for the usual and regularly recurring activities of daily life.
- ✗ Mentally or psychologically ill people whose health disorder is so severe that they require institutionalization or constant supervision.



Are there coverage restrictions?

- ! Accidents caused by impaired consciousness as well as strokes, epileptic seizures or other seizures.
- ! Accidents that are caused directly or indirectly by events of war or civil war.



What obligations do I have in the event of damage?

- After an accident that is likely to result in an obligation to pay benefits, you must immediately consult a doctor, follow his or her instructions and inform us.

PRODUCT INFORMATION SHEET FOR THE CHARTER-FOLLOW-UP-INSURANCE

What type of insurance is it?

We offer you charter follow-up insurance. This will reimburse you for payments due to loss of income that the charter company can claim from you if you do not return the yacht as agreed and the next crew cannot take over the ship on time.



What is insured?

- ✓ The insurance covers the financial loss suffered by the owner or charterer of a yacht because the yacht cannot be used for the subsequent charter due to damage culpably caused by you or your crew.
- ✓ Also arriving late due to weather conditions (due to strong winds with peak gusts of over 7 Bft.) or
- ✓ A late return due to personal injury due to an accident or an acute hospital stay is also insured
- ✓ The maximum coverage is EUR 25,000.



What is not insured?

- ✗ Downtime due to engine or gearbox damage.
- ✗ Downtime due to material damage that was not caused by you or your crew (e.g. due to wear and tear or force majeure, such as lightning, etc.)



Are there coverage restrictions?

! If the yacht is returned late due to personal injury due to an accident, weather-related circumstances or hospitalization, no deductible is due. In all other cases, the first 3 days of downtime will not be replaced.



What obligations do I have in the event of damage?

- As a prerequisite for settling the claim, we need documents that prove the course of events and the claim for payment. These include, for example, evidence of the financial loss that has occurred (copy of the charter contracts for the subsequent charter weeks), if necessary, information from the charter company about rebookings by the subsequent charterers, a meaningful weather report and, if necessary, medical reports.

PRODUCT INFORMATION SHEET FOR THE CHARTER-CANCELLATION-INSURANCE

What type of insurance is it?

We offer you charter cancellation insurance. This ensures that you and your crew members are reimbursed for the financial loss in the event of non-commencement or termination of the trip.



What is insured?

- ✓ Cancellation costs that the skipper and/or crew must bear in the event of non-commencement or termination of the trip.
- ✓ If the trip is cancelled for all crew members due to the skipper being unable to travel, the total costs of all travelers are covered.
- ✓ If a crew member is unable to travel, their pro rata costs are covered, as well as the costs of their cabin partner.
- ✓ Additional return travel costs and any resulting extra expenses are also covered, if insured.
- ✓ Insured reasons for being unable to travel or for the trip being unreasonably impossible to carry out may include:
 - ✓ Death or serious illness of the insured person, their spouse, or close relatives
 - ✓ Serious damage to the insured person's property
 - ✓ The sum insured must correspond to the value of all insured travel services..



What is not insured?

- ✗ Trip cancellations or interruptions caused directly or indirectly by war, civil war, political violence, riots, unrest, or nuclear hazards.
- ✗ Cancellation or termination of the trip due to foreseeable, pre-existing, or chronic illnesses.



Are there coverage restrictions?

- ! The insurer is released from its obligation to pay if the insured event was foreseeable at the time the insurance was taken out, or if the reason for cancellation was caused intentionally.
- ! If the insured person caused the loss through gross negligence, the insurer is entitled to reduce its benefits proportionally to the severity of the fault.
- ! Benefits are paid up to the agreed sum insured. If a deductible applies, it must be taken into account for each claim.



What obligations do I have?

- The sum insured must not be lower than the insured costs; otherwise, underinsurance applies.
- In such cases, benefits will only be paid in proportion to the ratio of the sum insured to the actual insured costs.

What obligations do I have in the event of damage?

- Cancel the trip immediately with the booking office (e.g., charter agency, airline, travel agency) and request a confirmation and a cancellation invoice.
 - For claims settlement, we require documents proving the cause and amount of the claim, in particular medical certificates.
- Further details can be found in the insurance terms and conditions.