

## BASIC PACKAGE

### Forfeiture of the security deposit when chartering a recreational vessel

Partial or total forfeiture of the deposit in favour of the charterer as a result of destruction or damage to the chartered recreational vessel caused by the negligence of the insured skipper or crew.

*The insurance cover also includes:*

- Additional boat including outboard motor
- Gelcoat
- Basic sails (including careless handling, tearing due to sudden gusts of wind, etc.)
- Loss or other damage to the "winch"
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- Payment is subject to proven damage or destruction of the chartered vessel
- Proof of fault is required - the crew or skipper causing the damage
- The insurance covers only to crew with EU citizenship and non-professional skipper regardless of their nationality.

### The insurance does not cover (exclusions from insurance) damage caused by:

- Deliberately by the skipper or crew of the vessel
- As a result of the use of alcohol or narcotic or psychotropic substances
- In connection with extraordinary events (e.g. war, rebellion, nationalisation, confiscation, etc.)
- In case that the vessel was skippered by a person without a relevant authorisation, evidenced by a generally recognised qualification document (i.e. the vessel must not be sailed without a skipper who is authorised)
- When navigating in an area for which the vessel has not been approved
- In case of the vessel's unseaworthiness, if it occurred and was already evident before departure
- By unjustified withholding of the deposit as a result of an event not caused by the insured, the skipper or his crew
- Any financial damages (e.g. seizure of the boat due to violation of laws, belated return of the boat)
- During races and regattas, including preparation for them – can be insured

### Territorial coverage:

The insurance does not cover areas of countries subject to current sanctions restrictions in accordance with <https://www.sanctionsmap.eu/#/main>, even if these countries are listed below. It also does not cover damage caused by the insured, skipper or crew of the vessel if these persons are subject to sanction restrictions.

- Europe and the Mediterranean Sea (i.e. inland and territorial waters of the territory)
- The rest of the world excluding the polar regions (from 60' NORTH inclusive; from 40' SOUTH inclusive)

## EXTRA PACKAGE

### Forfeiture of the security deposit when chartering a recreational vessel

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- Basic and additional sails (including careless handling, tearing due to sudden gusts of wind, etc.)
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## Liability insurance

- Covers damage to health and property caused to a third party for which the insured (crew, skipper) is responsible
- This type of insurance can be used in the following cases:
  - the owner of the vessel (the charter company) has arranged a deductible in the "compulsory liability insurance"
  - if there is a recourse claim by the insurers from the "compulsory liability" of the vessel to the crew or skipper
  - The damage in question is not covered by the vessel's "compulsory liability" insurance and the owner of the vessel (charter company) defines the charterer's obligation to pay for such damages according to the terms and conditions (e.g. gross negligence, etc.)
  - The owner of the vessel or the charter company refuse to deal with minor damages from the "compulsory liability" of the vessel and request compensation directly from the skipper.
- Only citizens of the EU are insured
- Maximum limit of indemnity for each and all insured events per insurance year for each individual insured:
  - o loss of life EUR 1 000 000
  - o damage to property EUR 500 000
  - o other damage to property EUR 50 000
- The insured persons are the charterers listed in the insurance application (incl. crew and skipper)

### The insurance does not cover (exclusions from insurance) damage caused:

- Deliberately by the skipper or crew of the vessel
- As a result of the use of alcohol or narcotic or psychotropic substances
- In connection with extraordinary events (e.g. war, rebellion, nationalisation, confiscation, etc.)
- In case that the vessel was skippered by a person without the appropriate authorisation, evidenced by a generally recognised qualification document (i.e. the vessel must not be sailed without a skipper who is authorised)
- When navigating in an area for which the vessel has not been approved
- In the case of the vessel's unseaworthiness, if it occurred and was already evident before departure
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**The territorial validity of the Insurance matches the deposit Insurance coverage.**

## Insurance of technical defects of the vessel

### A deposit insurance in the EXTRA package also covers the costs of repair of technical defects of the vessel

- The insurer shall pay the reasonably incurred costs by the insured for the repair of major technical defects which arise on the vessel during the charter and which prevent safe and trouble-free navigation.
- Major technical defect means, for example:
  - a. loss of propeller
  - b. failure of the engine cooling (impeller)
  - c. a defect in the fuel supply to the engine (clogged filters, water and deposits in the fuel)
  - d. failure of the rudder and steering gear
  - e. failure of the anchor gate
  - f. vignette failure
  - g. serious failure of the rigging
  - h. serious damage to the bow thruster
  - i. serious malfunction of GPS navigation equipment
  - j. malfunction of the VHF radio station

*The insurance covers all defects of the type listed, including defects caused by the insured or crew members.*

### BASIC EXCLUSIONS (what is not covered):

- The Insurance does not cover:
  - a) defects in the vessel's auxiliary boat (bayboat)
  - b) defects in the outboard motor of the auxiliary boat
  - c) damage to sails
  - d) damage to the running rigging
  - e) damage to the canvas shelters of the vessel (bimini, sprayhood, etc.)
  - f) loss of accessories and components of the vessel

### LIMIT

The maximum limits of indemnity are:

- EUR 500 for the repair of one defect
- EUR 1 000 for the repair of all defects during the duration of the insurance cover

### DEDUCTIBLE

- For technical defect claims, the deductible is set at 5%, minimum EUR 25.

### RIGHTS AND OBLIGATIONS

- The insured is obliged to provide the insurer with all the documents necessary to prove the costs incurred and to ensure that his right to compensation, which he has against the charterer of the vessel or any other person, is transferred to the insurer.
- The claims of the insured against the charterer or any other person for compensation of the expenses incurred will pass to the insurer.