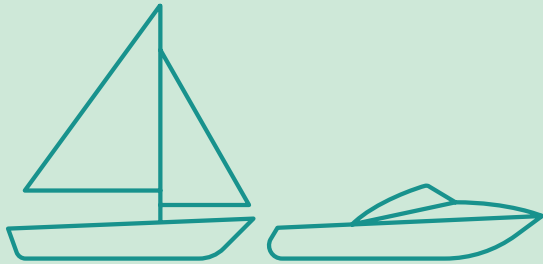




MYVESSEL INSURANCE GUIDE

WELCOME TO ALLIANZ

**THANK YOU FOR THE TRUST
YOU HAVE PLACED IN US AS YOUR
VESSEL INSURANCE PARTNER.**



RELY ON US AND ENJOY YOUR CRUISE.

The purpose of this document is to describe the services you receive from us. In the following sections you will find:

- terms and conditions of insurance - a description of what is and is not insured, against what and how it works in the event of a Loss, including an explanation of the terms used
- tips for safe sailing
- pre-contractual information - an introduction containing the most important things of the terms and conditions of the insurance
- answers frequently asked questions

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1. PRE- CONTRACTUAL INFORMATION



IN THIS CHAPTER, YOU WILL FIND BRIEF INFORMATION ABOUT THE INSURANCE MYVESSEL AND BASIC RECOMMENDATIONS, WHAT TO DO IF YOU NEED OUR HELP. FOR THE PRECISE COVER DETAILS PLEASE SEE THE INSURANCE POLICY AND THE CHAPTER 2 INSURANCE TERMS AND CONDITIONS.

FAMILIARISE YOURSELF WITH THE TERMS AND CONDITIONS OF INSURANCE AND THE INSURANCE POLICY BEFORE SIGNING IT.

BASIC RULES

We enter the Insurance Policy to which you are a party. If we use the term “you” etc., we mean you, as the Policyholder or the Insured, and, in addition to you, other participants in the Insurance, if they are different from you. If we only mean you as a Policyholder, we will point it out. We, Allianz pojišťovna, a.s., are the other party, therefore if we use the term Insurance company or Insurer somewhere, it is still us.

The basic terms and definitions used are explained in detail in the Definitions section.

WHO ARE WE?	The insurance company (acts as the insurer): Allianz pojišťovna, a. s.
REG. OFFICE	Česká republika, 186 00 Praha 8, Ke Štvanici 656/3
REGISTRATION INFORMATION	IČO 47 11 59 71, registered in the Commercial Register administered by the Municipal Court in Prague, section B, insert 1815
LEGAL FORM	Joint-stock company
SCOPE OF BUSINESS	Insurance, assurance and related activities
ELECTRONIC CONTACT	www.allianz.cz/napiste
PHONE NUMBER	+420 241 170 000
WEBSITE	www.allianz.cz

What should you do if you want to report a Loss?

If you suffer a loss under one of the insurances you have concluded:

- report the occurrence and circumstances of the Loss to us without undue delay by phone at **+420 241 170 000** or the website www.allianz.cz/napiste
- report immediately to the appropriate navigation or maritime

authority (State Shipping Administration, Captaincy etc.) if you have caused any harm to anyone injury to life or limb, or loss to another vessel or its cargo

- You are obliged to report to the water management authority and the waterway manager (river basin district) if an accident has resulted in water pollution or loss to the waterway or a structure on it.

- if possible, take pictures of the lost item, the area and the cause of the loss
- find out information (e.g. identification details) about the possible culprit if you know that another person is responsible for the loss

How to proceed in case you are not satisfied with something?

You can contact:

- us in writing or by phone at the contacts listed above
- to the Czech National Bank at the following address Na Příkopě 28, 115 03 Prague 1, which supervises us
- if you are a consumer, i.e. a natural person individual who is not a business, as well as the contacts listed below, if any disputes between you and us (or the insurer) insurance broker) decide to resolve out of court (see table)

Where do you find information about our financial situation?

The information about solvency and our financial situation can be found on our web at this address: www.allianz.cz/pro-klienty/dokumenty-a-formulare

How about taxes?

The Premium, i.e. the amount paid for the Insurance, is not subject to value-added tax, and the Indemnity, i.e. compensation for loss, is not subject (unless the Indemnity replaces income or revenue) to income tax. However, the legislation may introduce in the future such a requirement.

- call the Czech Police if there is theft,
- robbery, burglary robbery or loss to property by a vandal
- to the general courts of the Czech Republic, if you decide to settle any disputes resolve any disputes through the courts

DISPUTE FROM THE INSURANCE POLICY	POSSIBLE TO SOLVE VIA	UNDER
Non-life Insurance	Czech Trade Inspection Authority www.coi.cz	Act No. 634/1192, Col., On consumer protection
Concluded online	Czech Trade Inspection or Authority Platform for settlement of disputes online (www.ec.europa.eu/consumers/odr)	Regulation of the European Parliament and Council (EU) No. 524/2013, on online dispute resolution for consumer disputes

What is the method of rewarding an employee of an insurance company or insurance intermediary for the agreed Insurance?

The employees of the insurance company are remunerated by a salary according to the employment contract. The insurance intermediary is remunerated by a contractual commission by the insurance company or its superior entity. The insurance brokerage is included in the Premium you pay.

How is the insurance MyVessel governed?

The Insurance is governed by the law of the Czech Republic, especially the Act. 89/2012 Coll., The Civil Code (hereinafter the Civil Code). We use the Czech language to conclude the Insurance Policy and for all communication. We archive concluded Insurance Policies. If you are interested in looking into our archived Insurance Policy, contact us.

Is it possible to conclude insurance electronically or by phone?

Insurance can also be taken out in the form of a remote transaction, i.e. without the simultaneous physical presence of the parties. In this case, the insurance proposal is made by remote means of communication and the conclusion of the contract takes place by paying the first Premium. If any of the information or facts mentioned in the attached insurance proposal are incorrect or do not correspond to the agreed scope, the insurer may be contacted via www.

allianz.cz/napiste or in writing at Allianz pojišťovna, a.s., Ke Štvanici 656/3, 186 00 Prague 8. Allianz also offers the possibility of concluding insurance online at www.allianz.cz, or by phone at +420 241 170 000

How will we legally deal with and communicate with each other?

If you have arranged the service MyAllianz, this arrangement takes precedence over the provisions of the Insurance Policy and the Conditions of Insurance governing electronic communication. If you do not have this service, we will legally deal with each other, and communicate and deliver documents, primarily electronically. Electronic communication in this case means communication primarily by email and telephone. Electronic communication may be used for legal transactions even if the law requires a written form for legal transactions. We, therefore, require you to provide your contact e-mail address and telephone number for the purpose of service. However, we are also entitled to contact you using other means that you transmit to us or that are discoverable from publicly available sources.

Although e-mail and telephone will be the primary channels of communication, the possibility of communicating in paper form will continue to be maintained, especially in cases where this is expressly required by law. The electronic communication arrangement will also apply to your other Insurance Policies,

even in the event of the end of the Insurance Policy by which the electronic communication was arranged. However, you always have the right to request pre-contractual information, the information provided during the insurance duration and a record of the meeting from us in paper form. We will also provide a consumer who has concluded a contract through distance communication with the Terms and Conditions of Insurance in paper form on request.

BRIEF OVERVIEW OF THE INSURANCE MYVESSEL

Let's go through the individual insurances briefly, you will find a more detailed description in the chapter Insurance Terms and conditions.

INSURANCE OF RECREATIONAL VESSEL

We will insure your recreational vessel including its usual accessories and equipment, the personal belongings of the crew of the vessel and the supplies in the vessel.

THIRD PARTY LIABILITY INSURANCE

We will pay for any loss you cause to someone else by operating your vessel. This includes personal injury or death, loss to property, loss of profit or possible legal costs.

INSURANCE AGAINST FORFEITURE OF THE DEPOSIT

We will reimburse you for the deposit (or part of it) paid when chartering the vessel if the charterer confiscates the deposit due to the loss or destruction of the chartered vessel caused by you. The insurance cover does not replace the obligation to pay the deposit at the place of the charter.

What is the most you can get from us for a claim, i.e. what are the limits of the insurance cover?

The Indemnity is based on the actual loss. For each insurance, the Insurance Policy, or the offer to conclude the Policy or the terms and conditions of the insurance determines the maximum Indemnity as the Sum Insured or a specific limit.

The Sum Insured must be defined in such a way that it corresponds to the value of the insured item for the entire Period of Insurance. If the Sum Insured is less than the value of the insured property (called underinsurance), we may reduce the amount we pay you proportionately. The amount we pay is based on the price at which you can buy the item again, but in some cases, we also take the wear and tear into account (e.g. vessels over three years old). The Limit of Indemnity is set at a fixed amount.

If a Deductible (the amount you share in the loss) is agreed in the contract, it is deducted from the Indemnity.

Where does the insurance apply?

The insurance covers claims that occur in the geographical area for which the insurance was agreed in the Insurance Policy.

Liability insurance for loss caused by the operation of a recreational vessel is valid in the Czech Republic regardless of the owner's registered office and the registration of the vessel.

How long does the insurance last?

The insurance lasts from the date of commencement of insurance specified in the Insurance Policy. The insurance is taken out for an indefinite or definite period.

How can the insurance be terminated?

The Civil Code regulates the reasons and conditions for termination of insurance, here we mention the most common ones.

Insurance can terminate in particular:

- by extinction of the subject of insurance (e.g. complete destruction of the insured vessel)
- should the insured natural person decease, in such a case the insurance shall cease on the date on which the resolution on the termination of the succession proceedings becomes final
- the date of dissolution of the legal entity without legal successor
- if you fail to pay the Premium, we will send you a reminder stating the deadline for payment, and if you fail to pay even within this deadline, the insurance will be terminated; the deadline set by us will not be less than 1 month

How can you terminate the insurance?

You can terminate your insurance by:

- by notice of cancellation
 - at the end of the Period of Insurance; in this case, notice of cancellation must be given to us no later than six weeks before the end of the Period of Insurance; if notice of cancellation arrives later, the insurance will terminate at the end of the following Period of Insurance
 - with one month's notice period within three months from the date of notification of the occurrence of the Insured Event; the notice period starts on the day following the delivery of the notice of cancellation
 - with eight days' notice period within two months of the date of conclusion of the Insurance Policy; the notice period begins on the day following the delivery of the notice of cancellation
- by agreement with us
- by cancellation of the Insurance Policy in accordance with the Civil Code

In what cases can I withdraw from the insurance?

If we have concluded the Insurance Policy remotely (e.g. via the internet), you can withdraw from the Insurance Policy without giving any reason within 14 days of concluding the contract or from the date on which the terms and conditions of the insurance were communicated to you (if this was at your request after the contract was concluded).

We may cancel the Insurance Policy or the agreement to amend it if you do not

answer our questions truthfully and completely when you enter it and if we would not have entered into the contract or the agreement to amend it if we had received full and truthful information.

Withdrawal from the Insurance Policy cancels the contract from the outset. The right of withdrawal shall lapse if you or we do not exercise it within 2 months of the date on which we became aware or could have become aware of the above reasons.

If you withdraw from the Insurance Policy, we will refund the Premium paid within 1 month from the date of cancellation, which will be reduced by the Indemnity already paid. If we cancel, you will reimburse us within 1 month for any Indemnity paid less any Premium you have paid.

Does the insurance cover everything?

Insurance provides cover for a wide range of unpleasant situations, but it doesn't cover everything. First, it should be remembered that the insurance covers only accidental events. The insurance will not reimburse you for loss, caused:

- intentionally by you (as the Insured), the skipper or the crew of the vessel
- by the persons referred to in the preceding indent, if the loss was caused by the consumption of alcohol or the application of narcotic or psychotropic substances
- if the vessel was operated by a person without the appropriate authorisation,

evidenced by a generally recognised document of qualification

- when sailing in an area for which the vessel has not been approved (by entry in the certificate of registry) or for which the Insured is not authorised
- in the case of an unseaworthy condition of the vessel, if it occurred and was already apparent before departure
- in races and regattas, including the preparation for them, unless otherwise specified in the contract

Recreational vessel insurance and liability insurance for loss caused by the operation of a recreational vessel shall also not apply to loss or harm caused to a vessel used for business or other gainful occupation, unless otherwise specified in the contract.

INSURANCE LASTS FROM THE DATE OF INCEPTION OF INSURANCE SPECIFIED IN THE INSURANCE POLICY

From the insurance of recreational vessel, we will also not reimburse you for loss caused by, in particular:

- improperly stored items or cargo carried in or on the vessel
- as a result of neglected or inadequate maintenance, age or structural defects of the vessel
- to the paintwork or gelcoat of the vessel, unless there is at the same time other loss for which the Insurer is obliged to provide Indemnity
- by falling overboard, loss or theft of removable parts and accessories of the vessel
- in connection with the carrying out of repairs to the vessel

In the case of third party liability insurance for loss caused by the operation of a recreational vessel, we will also not pay for loss or harm caused in particular to persons present on the vessel.

From the insurance against forfeiture of the deposit, we will not reimburse in particular:

- any other loss to property resulting from harm to property (so-called consequential financial loss), in particular, loss of earnings and loss of profit
- cases of unjustified retention of the bond as a result of events that were not caused by the insured, the skipper or his crew

It is important to always be thoroughly familiar with exactly what is insured (e.g. what we consider a recreational craft

and what is and is not part of the insurance of recreational craft) and what perils the insured item is protected against (e.g. when it is theft by burglary).

When and how do you pay the Premium?

The amount of the Premium and the method and interval of payment are specified in the Insurance Policy or in the draft Insurance Policy. The Premium can be paid in one lump sum (single Premium if the insurance is for a fixed term) or in instalments over regular periods of time (regular Premium - if the insurance is for an indefinite term).

The single Premium is payable upon conclusion of the Insurance Policy, at the latest on the date of commencement of insurance, unless otherwise agreed. The regular Premium shall be payable for the entire term of the Insurance Policy or for a shorter period if agreed in the Insurance Policy.

You can pay e.g. by bank transfer, SIPO/ collection or by credit card at our selected branches.

What may be your additional costs above the Premium?

If the Premium is not paid on time or in the agreed amount, we entitled to reminder costs and default interest in connection with the sending of the reminder.

The amount of reminder costs and other administrative or penalty fees can be found in the current Fee Schedule at the

following address:

www.allianz.cz/pro-clients/documents-a-formulare

What are your obligations in relation to insurance?

When concluding insurance, you must first of all:

- always provide true and complete information

During insurance duration, you must in particular:

- pay on time and in full the amount of the Premium we have agreed
- inform us as soon as possible of any change that has occurred in the facts which you told us when you concluded the Insurance Policy or the agreement to amend it; in the case of vessel insurance, in particular the addition of parts or accessories worth more than 20% of the Sum Insured

When sailing you must:

- comply with the relevant navigation regulations (Navigation Safety Regulations, COLREG, etc.) and the rules of good maritime practice
- make appropriate navigational measurements and meteorological observations at sea or on waterways outside the Czech Republic and keep a proper vessel logbook

When a loss occurs, you must first:

- take the necessary measures to prevent the loss from increasing
- report the loss to the competent navigation or maritime authority without delay

(State Navigation Administration, Captaincy, etc.) if you have caused injury to life or limb or loss to another vessel or its cargo

- to report the loss to the water management authority and the waterway manager (river basin district) if the accident has resulted in water pollution or loss to the waterway or a structure on it
- notify us without undue delay of the loss and truthfully describe the circumstances of the loss
- describe the extent of the loss and provide the documentation we require
- comply with our instructions (e.g. not to change the condition of the property after the loss and to repair the loss after our approval, unless you have to start work earlier for important reasons, e.g. hygiene)
- inform us if you have the damaged property or third party liability insured with another insurance company

What are the consequences of non-compliance with the terms and conditions of the Insurance Policy?

If the Policyholder, the Insured or any other person entitled to an Indemnity breaches his or her legal or contractual obligations, we may reduce or refuse to provide the Indemnity or we may be entitled to a refund of the Indemnity paid. A breach of duty may also be grounds for early termination of the insurance.

ODSTOUPENÍ	OBEČNÁ ÚPRAVA		SMLOUVY UZAVŘENÉ MIMO OBCHODNÍ PROSTORY	SMLOUVY UZAVŘENÉ FORMOU OBCHODU NA DÁLKU		
Kdo	Pojistník	Pojistitel	Pojistník, který je spotřebitelem	Pojistník		
Důvod	Porušení povinnosti pojistitele pravdivě a úplně zodpovědět písemné dotazy při jednání o uzavření nebo o změně smlouvy	Porušení povinnosti pojistitele upozornit na nesrovnalosti, musí-li si jich být při uzavírání smlouvy vědom, mezi nabízeným pojištěním a zájemcovými požadavky	Pojistník nebo pojištěný úmyslně nebo z nedbalosti poruší povinnost k pravdivým sdělením na písemné dotazy pojistitele týkající se skutečností, které mají podstatný význam	Bez udání důvodu. Jestliže ale pojistník dal souhlas k začátku plnění služby před uplynutím lhůty pro odstoupení a tato služba byla splněna, nemůže již od smlouvy odstoupit	Bez udání důvodu. Jestliže ale pojistník dal souhlas k začátku plnění služby před uplynutím lhůty pro odstoupení a tato služba byla splněna, nemůže již od smlouvy odstoupit	Uvedení klamavého údaje pojistníkovi, který je spotřebitelem
Lhůta	2 měsíce ode dne, kdy zjistil nebo musel zjistit porušení povinnosti k pravdivým sdělením	2 měsíce ode dne, kdy zjistil nebo musel zjistit porušení povinnosti k pravdivým sdělením	Do 14 dnů ode dne uzavření smlouvy	Do 14 dnů ode dne uzavření smlouvy nebo ode dne, kdy mu byly sděleny pojistné podmínky, pokud k tomuto sdělení dojde na jeho žádost po uzavření smlouvy	Do 3 měsíců ode dne, kdy se o tom dozvěděl nebo a mohl	
Vypořádání	Pojistitel vrátí zaplacené pojistné snížené o to, co již případně z pojištění plnil	Pojistitel vrátí pojistné snížené o to, co již plnil a dále o náklady spojené se vznikem a správou pojištění. Pokud již pojistník, pojištěný nebo jiná osoba získali pojistné plnění, nahradí v téže lhůtě pojistiteli to, co ze zaplaceného pojistného plnění přesahuje zaplacené pojistné	Pokud pojistník ve smlouvě požádal, aby poskytování služeb začalo během lhůty pro odstoupení od smlouvy, může pojistitel v případě pojistníkovy odstoupení požadovat zaplacení částky úměrné rozsahu poskytnutých služeb do okamžiku odstoupení	Pojistitel vrátí zaplacené pojistné; přitom má právo odečíst si, co již z pojištění plnil. Bylo-li však pojistné plnění vyplaceno ve výši přesahující výši zaplaceného pojistného, vrátí pojistník, popřípadě pojištěný nebo jiná osoba, pojistiteli částku zaplaceného pojistného plnění, která přesahuje zaplacené pojistné		
Uplatnění	V případě neuplatnění práva na odstoupení od smlouvy je pojistná smlouva platnou a účinnou a zavazuje strany k plnění závazků v ní obsažených. Odstoupení od pojistné smlouvy je nutno podat písemně a zaslat je do sídla pojistitele. Vzor odstoupení je přístupný na www.allianz.cz .					

NENÍ PŘELOŽENO?

INFORMATION ON THE PROCESSING OF PERSONAL DATA FOR YOU AS POLICYHOLDER/INSURED

WHY DO WE PROCESS PERSONAL DATA? For an overview of the main processing purposes for which we do not need consent, please see in the table below:

WHO IS THE DATA CONTROLLER? It is us, Allianz pojišť'ovna, a. s. You can contact the Data Protection Officer using the following contacts listed in the Who are we? at the beginning of the Pre-Contractual Information.

WHY DO WE PROCESS PERSONAL DATA?	WHY WE HAVE THE RIGHT TO PROCESS PERSONAL DATA?	CAN THE PROCESSING BE REVOKED?
Client identification	To fulfil the contract	No
Conclusion of the Insurance Policy, its administration and mutual communication for performance contractual obligations	To fulfil the contract	No
Provision of insurance indemnities, investigation of the claim and other indemnities (e.g. assistance services)	To fulfil the contract	No
Determining the client's requirements, goals and needs, financial data as part of the suitability test in order to provide you with recommendations or advice	To comply with legal obligations	No
Retention of documents and records of meetings	To comply with legal obligations	No
Cooperation for the tax administration, Czech National Bank, Czech Insurance Association, courts, law enforcement authorities and other public authorities	To comply with legal obligations	No
Application of measures against the laundering of the proceeds of crime	To comply with legal obligations	No
Sending offers of our products and services (so-called direct marketing) by post, electronically (e.g. e-mail), by telephone	It is our legitimate interest	No, but you can object to processing. We will not send you further offers based on this objection.
Protection of the rights and legally protected interests of the insurance company (prevention and detection of insurance fraud or other illegal acts, legal proceedings, enforcement insurance Premium owed)	It is our legitimate interest	No, but you can object to processing*
Processing of personal data from the termination of the Insurance Policy until the limitation period and for the period of necessary archiving	It is our legitimate interest	No, but you can object to processing*
Sharing personal data within the Allianz Group	It is our legitimate interest	No, but you can object to processing*
Conduct audits to comply with legal obligations and internal company regulations	To comply with legal obligations and it is also our legitimate interest	No, but you can object to processing according to legitimate interest**
Redistribution of risks by reinsurance or co-insurance	It's our legitimate interest, even if in some cases we may be entitled to under the law	No, but you can object to processing according to legitimate interest**

*You can object at any time. If you do so, we are obliged to prove to you that there are compelling legitimate grounds for processing on our part that outweigh your interests or rights and freedoms. Until we decide how to

handle your objection, we will restrict the processing of your personal data that we process on the basis of legitimate interest.

However, we can only carry out some processing with the consent of the data subject. The provision of such consent is voluntary. You can provide us with all the necessary consents in the Insurance Policy. Unless you withdraw consent, it is valid for the period stated in the consent.

If you are interested in receiving offers of products and services from our business partners (so-called indirect marketing) by mail, electronically (e.g. e-mail) or by telephone, we need your (as the Policyholder) consent. You can withdraw your consent at any time. We will no longer use the withdrawn personal data, but we will keep it on our systems so that we can demonstrate the lawfulness of the processing prior to the withdrawal of consent. Withdrawal of consent does not affect the processing carried out before we received the withdrawal.

What personal data do we process? We process any personal data that:

- you have stated during the negotiation or are stated in the Insurance Policy (e.g. identification and contact details, birth number, details to establish the client's requirements, objectives and needs, details of the property and household to be insured, details of the beneficiary, Premium)
- we obtain from our communications with each other (case details such as loss and expense details, location data)
- we find out when providing benefits and using services, especially when

investigating an Insured Event (e.g. we also process information about criminal offences, bank account details or VAT number)

We collect this personal data generally for the purpose of fulfilling a contract and some of it is also required by law (some laws require us to collect certain information about you, e.g. money laundering legislation). Without processing this personal data, we cannot offer or provide our services to you. Therefore, in most cases, the law does not require specific consent to process personal data.

Your personal data and the personal data of the Insured (or other persons in the Insurance) in the Insurance Policy have been obtained directly from you or from another person, provided that you confirm their accuracy by signing or concluding the contract.

Who can work with or have access to personal data?

We try to keep the range of people who have access to personal data to a minimum. It can be processed by our employees and others who work for us. In addition, personal data may be shared within the Allianz Group. It may also be processed by our contractors, such as IT providers, reinsurers, co-insurers, assistance service providers, independent claims adjusters, insurance intermediaries, legal or tax representatives or auditors. The personal data of the Insured may also be processed by experts and

companies providing assistance services.

In addition, personal data may also be obtained by others in the event of a merger, sale of a business or sale/transfer of an insurance portfolio on our part.

All the aforementioned persons are bound by confidentiality and adhere to data security standards.

Under the law, we may share your insurance information with other insurance companies for the purpose of preventing and detecting insurance fraud and other illegal acts, either directly or through the Czech Insurance Association, and with public authorities such as public prosecutors, courts, tax authorities, the Czech National Bank, executors, etc.

Personal data may also be accessed by other persons specified in the Insurance Policy - for example, persons entitled to receive Indemnity in the event of an Insured Event and, if applicable, to a limited extent also by the employer if the employer contributes to property insurance.

Is personal data processed abroad?

Under current legislation, we may transfer personal data to member states of the European Economic Area ("EEA"). We strive to enter contracts with our processors in such a way as to avoid transfer of personal data outside the EEA.

Within the Allianz Group, we have so-called binding corporate rules that allow us to transfer personal data outside the EEA while maintaining a high level of protection. Binding corporate rules guarantee that the high level of protection of personal data in the EEA will also be respected in other countries.

Outside the EEA, we may also transfer personal data based on an adequate decision of the European Commission and subject to appropriate safeguards or exemptions for specific situations.

The public authorities shall dispose of personal data based on the law. If you have concerns about the processing of personal data by a public authority, please contact that authority directly.

How long do we keep personal data? We process personal data for the duration of the Insurance Policy. After the termination of the Insurance Policy, the personal data will be accessible to a limited number of persons until the time of limitation and for the necessary archiving period.

We may continue to send you offers of our products and services for 1 year after the end of any contractual relationship with us. If you have agreed in your contract to indirect marketing, we may continue to send you relevant marketing offers for 1 year after the end of any contractual relationship with us.

We process personal data also in the so-called pre-contractual phase, for the purpose of negotiating the conclusion of an Insurance Policy. From the pre-contractual phase, a record of the negotiations and other documents are taken and stored by us for the period of limitation and necessary archiving.

What are your rights?

In connection with the processing of personal data, you have the right to:

- at your request, to be provided with information about what personal data we process about you and other information about this processing, including a copy of the personal data processed (the so-called right of access)
- correction or completion of your personal data at your request
- deletion of your personal data from our systems if:
 - we no longer need it for further processing
 - you have withdrawn your consent to their processing
 - you have legitimately objected to their processing
 - it has been unlawfully processed; or
 - they must be erased under the law
- restrict the processing of your personal data (e.g. if you claim that the processing is unlawful and we verify the veracity of such a claim, or while your objection to the processing is being resolved)
- provide your personal data that you have provided to us based on your

consent or for the performance of a contract and which we process automatically, in a format that allows their transfer to another administrator

- based on your withdrawal of consent, termination of processing the personal data for which you have given your consent

You may also object to the processing of personal data in the cases set out in

Why do we process personal data?, including profiling of such information.

An example is to object to receiving marketing offers of our products and services.

In addition, in the case of automated individual decision-making, including profiling, you have the right to human intervention, the right to express your opinion and the right to challenge the decision.

If you would like to exercise any of these rights, please contact us at any of the above contacts. You can also use the forms available on the website (see **Where can I find out more about the processing of personal data?**). You can also withdraw your consent to so-called indirect marketing via the link provided in each marketing offer sent to you electronically.

We will also notify you of any breach of security of your personal data where such breach poses a high risk to your rights and freedoms.

You can also address your complaint or suggestion concerning the processing of personal data to the Office for Personal Data Protection, contact: Pplk. Sochora 27, 170 00 Prague 7, e-mail: posta@uoou.cz, mailbox: qkbaa2n.

How is automated individual decision-making and profiling carried out?

Automated individual decision-making, including profiling, is the processing of personal data that is carried out automatically based on algorithms (i.e. by a computer, not a human) and results in a decision that has legal effects for you or similarly significantly affects you, such as the pricing of insurance.

How do we work with your data as a Policyholder?

The amount of Premium you will pay depends on the outcome of the automated individual decision-making process that processes the Insured's personal data.

How do we work with the Insured's data?

Based on information about the property (for example, in the case of real estate, especially the location, type of construction and method of construction, condition and age of the property, method of security, quality of equipment) and the agreed scope of insurance, the system evaluates the risk and then calculates the price of the selected insurance. Based on some of

this information, we may limit the scope of insurance for the property (e.g. some risks may not be covered). For more expensive properties or properties in poorer condition, the Premium is higher.

Profiling may (but does not have to) involve an assessment of the contract by our employee without issuing an automated individual decision - however, this usually occurs only after an objection has been raised.

In addition, automated individual decision-making using personal data in the creation of mathematical analyses takes place but has no effect on this Insurance Policy. In addition, automated individual decision-making is also partly used for the prevention of insurance fraud and monitoring for money laundering.

Where can you find out more about the processing of personal data?

Details and up-to-date information about the processing of personal data can be found at www.allianz.cz/ochrana-udaju. Here you will find, for example, an up-to-date list of our processors, business partners, the text of binding corporate rules or forms for exercising your rights in relation to the processing of personal data.

2. INSURANCE TERMS AND CONDITIONS

WE WOULD LIKE TO PRESENT YOU THE INSURANCE FOR YOUR VESSEL.

The Insurance Terms and Conditions are an integral part of the Insurance Policy, including any amendments and clauses. The Insurance Policy may also include our written questions regarding the concluded Insurance and your answers to them.

In addition to the Insurance Policy, we primarily follow the rules set out in Act No. 89/2012 Coll., The Civil Code (we will call it CC) and in related legal regulations.

Not only you as a Policyholder, but also all Insured Persons must become acquainted with all these documents.

When the same thing is described in several documents and differently in each, they take precedence in the order: Insurance Policy, Insurance Terms and Conditions and laws.

Of course, this does not apply to those legal provisions from which it is not possible to deviate. These must always apply and take precedence over the Insurance Policy.

If a thing is not regulated in the documents, we will follow the rules set out in legal regulations (e.g. in the CC, where you will find rules for how we adjust the Insured Event, and how we proceed when the insurance risk changes).

The Insurance under the Insurance Policy, which we jointly concluded, is private insurance. It is governed by the laws of the Czech Republic, and the courts of the Czech Republic shall have the jurisdiction for the resolution of any disputes.

2.1 WHAT CAN BE INSURED

In this chapter you will find information about the different insurances offered. Please note that your Insurance Policy only covers the risks described in the Insurance Policy.

SUBJECTS OF INSURANCE

What is insured?

Recreational vessel insurance
We will insure the recreational vessel specified in the Insurance Policy, including its usual accessories and equipment, the personal belongings of the vessel's crew and the stores on board.

Third Party Liability Insurance for loss caused by the operation of a recreational vessel

The Third Party Liability Insurance will cover you for loss caused by the operation of a recreational craft:

- which is specified in the Insurance Policy
- of which the Insured is the skipper

The type and power of the engine of the vessel whose operation is covered by the Third Party Liability Insurance are specified in the Insurance Policy.

Insurance of the forfeiture of the deposit deposited when chartering a recreational vessel

The insurance covers the forfeiture of the deposit in favour of the charterer of the vessel as a result of destruction or loss to the chartered recreational vessel.

What is not insured?

Recreational vessel insurance
Insurance does not cover:

- the vessel's auxiliary boat
- money, valuables, works of art and antiques stored in the vessel
- a trailer for transporting the vessel
- parts and accessories of the vessel stored outside the vessel
- self-propelled vessels propelled by machinery other than propellers, i.e. jet skis, gliders, etc.

Third Party Liability Insurance for loss caused by the operation of a recreational vessel

The insurance does not cover the

operation of a self-propelled vessel that is propelled by machinery other than a propeller, i.e. jet skis, gliders, etc.

Insurance of the forfeiture of the deposit deposited when chartering a recreational vessel

The insurance covers the forfeiture of the deposit in favour of the charterer of the vessel as a result of destruction or loss to the chartered recreational vessel.

SUMS INSURED AND LIMITS

For each insurance cover you have concluded, we will pay for the loss up to the Sum Insured or the Limit shown in your Insurance Policy.

For the determination of the Sum Insured and maintaining the correct amount during the term of the insurance, is your responsibility.

In the case of insurance of a recreational vessel, the amount of the Sum Insured corresponds to the value of the vessel including its equipment specified in the Insurance Policy, unless agreed otherwise. The insurance shall be for the new price or the current price.

In the case of insurance against forfeiture of the deposit paid when chartering a recreational vessel, the Sum Insured shall express the amount of the deposit which the Insured is obliged to pay to the charterer when chartering the vessel.

DEDUCTIBLE

We will ask you for a Deductible in the amount stated in the Insurance Policy.

The Deductible for the insurance of recreational vessels is 5 % of the granted Indemnity, a minimum of CZK 5,000 for each Insured Event unless agreed in the Insurance Policy otherwise.

TERRITORIAL SCOPE OF INSURANCE

We classify the territorial scope of insurance in the following areas (zones), unless in the Insurance Policy specified otherwise:

- the Czech Republic
- Europe and the Mediterranean meaning inland and territorial waters i.e. the territory of Austria, Belgium, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Israel, Latvia, Lithuania, Luxembourg, Malta, Monaco, the Netherlands, Norway, Poland, Portugal, Romania, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey (including its Asian part), the United Kingdom and the international waters of the Mediterranean Sea.

Third Party Liability Insurance for loss caused by the operation of a recreational vessel is valid in the Czech Republic regardless of the owner's registered office and the registration of the vessel.

SCOPE OF INSURANCE

COVER PROVIDED DEFINITION OF COVER

RECREATIONAL VESSEL

We will insure your recreational vessel, including its usual accessories and equipment, personal belongings of the crew of the vessel and the supplies on board.

THIRD PARTY LIABILITY FOR LOSS CAUSED BY THE OPERATION OF A RECREATIONAL VESSEL

We will pay for any loss you cause to someone else by operating your vessel. This includes personal injury or death, loss to property, consequential financial loss (loss of earnings or loss of profit) or legal costs.

FORFEITURE OF DEPOSIT DEPOSITED WHEN CHARTERING A RECREATIONAL VESSEL

We will refund the security deposit (or part of it) paid when chartering the vessel if it is confiscated by the charterer due to loss or destruction of the chartered vessel caused by you.

INSURANCE OF RECREATIONAL VESSEL

What is insured?

The insurance covers loss to the vessel that occurs in the territory specified in the Insurance Policy:

- when sailing on inland or sea waterways
- when moored in a harbour, pier, wharf or in a place reserved by the waterway authority
- during the normal launching and landing of the vessel on shore
- during the stowage of the vessel on land
- during the land transport of the vessel by the Insured, provided that the transport was carried out by a designated and competent means of transport

We will pay for loss caused by an Insured Event to the personal belongings, supplies and sports equipment of the vessel's crew up to a limit of 10% of the Sum Insured of the vessel.

Natural events

We can help you with loss or destruction to your vessel caused by:

- fire, explosion, or lightning
- windstorm or hailstorm
- flood or inundation
- volcanic explosion or earthquake
- sudden rock and earth slides or avalanches, weight of snow
- the fall of trees, masts, and other objects

In the event of a windstorm or hail-storm, we will compensate for the loss to the vessel caused by:

- the immediate effect of the wind-storm or hail on the insured vessel
- the throwing of an object at the insured vessel caused by the storm

For the fall of trees, masts, and other objects, we will pay for a loss if the insured vessel has been damaged or destroyed by the fall of objects that are not part of the Subject of Insurance.

Alienation

We can help you with loss caused by theft of the vessel as a whole, seizure of the vessel, its parts or equipment by burglary, robbery or piracy.

In case of alienation, the insurance covers:

- the outboard engine of the vessel, only if the engine has been specified in the Insurance Policy and if it has been secured against theft by adequate locking
- a vessel with a cabin, only if all entrances to the cabin have been properly locked
- a vessel that is stored on land (i.e. the vessel is not navigable, e.g. for winterization only if it is secured by a protective device

Vandalism

We will pay you for the loss caused by vandalism.

We will pay the Indemnity up to 10% of the Sum Insured, but not more than CZK 50,000.

Crashes

We will compensate you for losses to your insured vessel caused by:

- accidental, sudden impact with an immovable obstruction
- accidental, sudden collision with a moving object
- grounding
- breakage of the mast or loss to the fixed rigging
- shipwreck, capsize or sinking

Rescue costs

We will pay the costs of necessary rescue of the crew or vessel incurred by the Insured, if the Insured is obliged to pay them, up to the Sum Insured of the vessel.

WE WILL HELP YOU IN THE EVENT OF LOSS OR DESTRUCTION OF YOUR VESSEL CAUSED BY WINDSTORMS OR HAILSTORMS.

Costs of wreck recovery and salvage

We will reimburse you for costs incurred in connection with the insured's legal obligation to recover or remove the wreck up to the amount of the vessel's Sum Insured.

What is not insured?

The insurance does not cover loss caused by:

- improperly stored goods or cargo carried in or on the vessel
- as a result of neglected or inadequate maintenance, age or structural defect of the vessel
- to the paintwork or gelcoat of the vessel, unless there is at the same time other loss for which the Insurer is obliged to provide cover
- by falling overboard, loss or theft of removable parts and accessories of the vessel, unless they were stored in a locked compartment of the vessel
- in connection with the carrying out of repairs to the vessel

The insurance also does not cover any consequential financial loss resulting from loss to the property (in particular loss of earnings and loss of profit, etc.).

Natural events

In addition to the above loss caused by frost is also not covered.

For fire, explosion and lightning we do not indemnify losses caused by

- scorching not caused by fire, explosion, or lightning

- exposure of the item to a utility fire or heat
- a targeted explosion caused by the Policyholder, the Insured, or their relatives
- on electrical equipment caused by a short circuit or overvoltage, unless caused by fire, explosion, or direct lightning strike

We do not indemnify for flood or inundation loss:

- caused in normal floodplains, i.e. in areas that tend to be inundated by floods with a frequency of 20 years (or less), or floodplains established (or proposed) by the municipality's zoning plan, watercourse manager, water authority, etc.
- occurring within 10 days of the insurance arrangement

We do not cover loss caused directly or indirectly as a result of a sudden rock and soil slide or avalanche, snow weight due to:

- volumetric changes in the foundation soil
- human activities (e.g. industrial or construction operations)
- subsidence of the soil

In the case of the fall of trees, poles and other objects, the insurance does not cover cases of thrown, shot or flying objects or objects that are not in free fall caused by the earth's gravity at the moment of collision with the insured item.

Vandalism

For vandalism, we only cover the first loss.

Crashes

We will not reimburse you for loss if the crash occurred between the time the vessel was stolen and the time it was returned.



THIRD PARTY LIABILITY INSURANCE FOR LOSS CAUSED BY THE OPERATION OF A RECREATIONAL VESSEL

What is insured?

From the Third Party Liability insurance we will pay for you:

- actual loss to a tangible object caused by its loss or destruction
- bodily injury and death
- consequential loss (i.e. other loss to property resulting from death, bodily injury or loss to property - e.g. loss of earnings and loss of profit).

We will also cover the cost of treatment incurred by the health insurer on your behalf and social insurance provided where you have caused the loss by your unlawful conduct which will result in the health insurer or the competent authority of the Czech Republic claiming them from you. This is subject to the condition that these costs are related to the Insured Event for which we pay the Indemnity under this Policy. The insurance covers the period from the date of charter of the vessel until the date agreed for the handover of the chartered vessel to the charterer. The Period of Insurance is specified in the Insurance Policy.

What is not insured?

Third Party Liability Insurance does not cover loss or injury caused:

- to the vessel covered by the insurance, and its accessories

- on property owned or held by the Insured
- loss of the property
- in any connection with software, data handling, electronic communications, and internet services
- any connection with the handling of ammunition, pyrotechnics, explosives, hazardous chemicals, or hazardous waste
- on the environment or consisting of environmental loss
- on animals, on plants
- the introduction or spread of any contagious disease
- fines, penalties, or other payments of a punitive or preventive nature

We also do not reimburse for the Insured loss caused by the operation of the vessel to crew members and skipper, unless stated in the contract otherwise.

And we also do not cover harm caused by you:

- to other persons insured by this Insurance Policy
- your spouse, civil partner, siblings, relatives in the direct line of descent, other persons close to You and persons living in the same household as you
- to a business entity in which you or the persons referred to in the second point of this paragraph have an interest, up to the amount of that interest
- the natural person or persons referred to in the second point of this paragraph who has an ownership interest in the insured subject.

Third Party Liability Insurance also does not cover net financial loss, i.e. loss that is not directly related to loss to property or harm to life or limb.



INSURANCE AGAINST FORFEITURE OF THE DEPOSIT PAID WHEN RENTING A RECREATIONAL VESSEL

What is insured?

We will refund your security deposit (or part of it) deposited when chartering the vessel if it is confiscated by the charterer as a result of loss caused by you or destruction of the chartered vessel. We understand fault to mean negligence:

- of the Insured
- skipper
- the crew of the vessel

What is not insured?

The insurance does not cover any consequential financial loss resulting from loss to property (in particular loss of loss of earnings and loss of profit, etc.).

The insurance also does not cover cases of unlawful detention deposit as a result of events which have not been caused by the Insured, the skipper or his crew.

The insurance does not replace the obligation to submit deposit at the place of charter.



2.2 WHAT ARE THE GENERAL EXCLUSIONS OF INSURANCE

In the previous chapter we described what is and what is not insured under MyVessel. In addition, there are situations where general exclusions apply. This means that if any of the following events happen, we cannot pay you for the loss.

EXCEPTIONAL EVENTS NOT COVERED BY THE INSURANCE POLICY

We will also not provide Indemnity if the loss has been caused by:

- events of war, riot, insurrection or other mass violent disturbances, strike, terrorism, and unexploded war ammunition
- interference by a public authority or public administration
- exposure to nuclear energy, radioactive radiation, and radioactive contamination

DAMAGES NOT COVERED BY INSURANCE POLICY

The insurance will not reimburse you for loss if caused:

- intentionally by you (as the insured), the skipper or the crew of the vessel
- by the persons referred to in the previous indent, if the loss is caused by the consumption of alcohol or the use of narcotic or psychotropic substances
- if the vessel was operated by a person without the appropriate

authorisation, evidenced by a generally recognised document of qualification

- when sailing in an area for which the vessel has not been approved (by entry in the certificate of registry) or for which the insured is not authorised
- in a state of unseaworthiness of the vessel if it occurred and was already apparent before the voyage
- in races and regattas, including the preparation for them, unless otherwise stated in the contract

Recreational craft insurance and liability insurance for loss caused by the operation of a pleasure craft shall also not cover loss or injury caused to a craft used for business or other gainful occupation, unless otherwise specified in the contract.



2.3 WHAT ARE YOUR AND OUR OBLIGATIONS

In this section you will find information about your obligations when concluding insurance, during its duration and in the event of a loss.

YOUR OBLIGATIONS

When concluding insurance, you, as the Policyholder, and the insured persons must:

- provide us with true and complete information necessary to conclude the insurance
- if we ask you to do so, you must allow us to inspect the vessel, or to inspect the records/registration, navigation, accounting, and other documents relating to the vessel and to the competence of the skipper and crew members
- read the Insurance Policy and any documents we present to you
- pay the Premium on time and in full

During the Insurance, you and the insured persons must:

- inform us as soon as possible of any change that has occurred in the facts that you communicated to us when you concluded the Insurance Policy or the agreement to amend it; in the case of vessel insurance, in particular the addition of parts or accessories worth more than 20 % of the Sum Insured
- pay the Premium properly and on time

When sailing, you and the insured persons must:

- comply with the relevant navigation regulations (Navigation Safety Regulations, COLREG, etc.) and the rules of good seamanship
- make appropriate navigational measurements and meteorological

observations at sea or on waterways outside the Czech Republic and keep a proper logbook

When a loss occurs, you, the insured or authorized persons must:

- notify us without undue delay that the loss has occurred
- take the necessary measures that the loss does not increase further
- immediately report the loss to the competent navigation or maritime authority (State Navigation Administration, Captaincy, etc.) if a loss or serious damage of the insured vessel occurred or the vessel collides with another vessel
- immediately report the loss to the relevant navigation or maritime authority (State Navigation Administration, Captaincy, etc.) if you have caused harm to life or limb or loss to another vessel or its cargo
- to mandatory report the loss to the water management authority and the waterway manager (river basin district) if the accident has resulted in water pollution or damage to the waterway or a structure on it
- further detailed information about your obligations can be found in the separate chapter 2.4 I had a loss. What should I do next?

OUR OBLIGATIONS

We are obliged:

- to answer truthfully and completely all your questions before closing the contract, at the time of negotiation, during insurance and in the settlement of a possible loss
- to inform you after the investigation of the loss has been completed of the outcome
- tell you the reasons why we have not yet completed the loss investigation, if we are unable within three months of the report of the loss to tell you the result
- in the case of an accepted claim, to send you the Indemnity within 15 days after the completion of the investigation of the claim in Czech crowns
- notify you of the reasons for any denial of the claim



2.4 I HAD A LOSS. WHAT SHOULD I DO NEXT?

In this chapter, we inform you how to act in the event of a loss so that we can take care of you as quickly as possible. If you report the loss according to our instructions, we will be able to work as quickly and conveniently as possible for you.

COURSE OF THE LOSS



OCCURRENCE OF THE LOSS

If you suffer a loss

- try to prevent expansion and enlargement of its extent
- you are obliged to report the loss immediately to the competent navigation or maritime authority (State Navigation Administration, Captain's Office, etc.)
- if there has been a loss or serious damage to the insured vessel or collision with another vessel
- you are obliged to report to the water management authority and the waterway management (river

- basin management), if the accident has resulted in water pollution or damage to the waterway or a structure
- based on the situation, contact immediately:
 - emergency line 112
 - fire department 150
 - rescue services 155
 - police 158

Call the police immediately, first of all:

- if theft or vandalism occurs,
- in particular
- when it appears to you that a crime has been committed
- in any other cases where appropriate
- if possible, take pictures of the damaged vessel as well as what caused the damage (e.g. pier, navigational obstruction); try to get a general view of the damaged vessel in addition to the details of the damage
- find out information about the possible culprit (e.g. identification details) if you know that another person is responsible for the loss

If you cause harm to somebody else, you need to:

- immediately notify the competent navigation or maritime authority or the waterway manager or water management authority, as appropriate
- notify us as soon as possible that the injured party is seeking compensation

- comment on your liability and
- the amount of compensation requested
- notify us if the injured party has or has had his or her claim for compensation FOR HARM brought to court, arbitrator or to any other public authority and
- tell us who your legal representative will be, and the progress and outcome of the proceedings
- to follow our instructions in the compensation procedure and not to settle or acknowledge claims for damages or enter into a settlement agreement or court settlement without our written consent

IF DAMAGE HAPPENS TO YOU, TRY TO PREVENT IT FROM EXPANSION AND ENLARGEMENT OF ITS EXTENT.



REPORTING OF THE LOSS

Report the loss to us:

- without undue delay
- by phone to +420 241 170 000
- on website www.allianz.cz/hlaseni

When reporting a loss, we will require you to:

- describe the extent of the damage and information on the estimated amount of the loss
- take a relevant photographic documentation and to provide information requested by us (e.g. receipts, invoices, etc.)
- providing the necessary assistance to establishing the causes and amount of the loss
- not to alter the condition caused by the loss and not to remedy the consequences, only after our consent; this does not apply if necessary for compelling reasons (e.g. safety, hygiene, or environmental reasons) to start work earlier
- information on whether your property has been insured elsewhere (i.e. with whom and the policy number)

In case of insurance against forfeiture of the deposit deposited when renting a recreational vessel, you must provide proof of the following:

- a copy of the charter contract

- proof of payment of the deposit
- the name list of the vessel's crew (crew list)
- a copy of the logbook
- report on origin, cause, and extent of the loss
- the names and addresses of any persons involved in the Loss Event and witnesses
- the address, number of the file kept by the police, the port authority, if applicable



SETTLEMENT OF THE LOSS

Once the loss investigation is complete, we will inform you of the outcome and any potential Indemnity will be sent to you within 15 days from the completion of the investigation.

If you tell us when you report an Insured event knowingly false or grossly misrepresent material information concerning its occurrence or extent (or conceal it from us) or you breach your legal or contractual obligations, we may:

- claim compensation for the costs of the investigation of the Event
- reduce the Indemnity in proportion to the extent to which it has affected the extent of our obligation to indemnify
- refuse the Indemnity altogether

During the investigation and, where appropriate, in the proceedings for Indemnity, follow our instructions. You may not pledge or dispose of insurance claims in any way without our consent.



COMPENSATION FOR THE LOSS

To whom will we pay Indemnity?

In the case of property insurance, the beneficiary (i.e. entitled to the Indemnity) is the insured owner. If the insured property is jointly owned by more than one person, we will pay the Indemnity to each owner in the amount corresponding to the size of their joint ownership share.

In the case of Third Party Liability

insurance, we will pay the Indemnity to the injured party.

How do we pay Indemnity?

We will always pay the Indemnity in Czech crowns to the account provided by the beneficiary.

What are the ways of settling a loss?

There are two ways to determine the payment of loss:

- on the basis of an invoice; you or the repairer will first provide us with a quotation for the repair, and if, according to our recalculation, the quoted prices correspond to normal prices, we will pay the insurance claim according to the subsequent invoice
- according to a set budget, we calculate for ourselves how much it might cost to repair or re-acquire the item

We always recommend that you discuss the procedure with us in advance to avoid possible misunderstandings.

How do we calculate the Indemnity?

The upper limit of the Indemnity is limited by the Sum Insured or the Limit. The Limit of Indemnity applies per Insured Event or per Insurance Year. In the case of Third Party Liability insurance, we determine the amount of the Indemnity based on the applicable legal regulations and the claims for harm made and proven by the injured party.

We will pay the reasonable cost of repair or the cost and re-acquisition of a new item of the same kind, quality and technical characteristics when paying out at replacement value.

We pay Indemnity in current prices in the event of:

- vessels over three years old
- outboard engines of vessels
- payments according to a set budget; we will pay the additional amount up to the replacement value if you repair or re-acquire the insured item within one year of the Insured Event

At most, we will pay an Indemnity up to the value of the object just before the Insured Event.

The remains of the insured property that has been damaged or destroyed remain in your possession and we will deduct the value of these remains from the Indemnity.

In the relevant Insurance Year, we will provide you with an Indemnity to cover all Insured Events occurring in that year up to a maximum of:

- for vessel insurance up to twice the agreed Sum Insured;
- in the case of Third Party Liability Insurance, up to the amount of the agreed Limit of Indemnity (including compensation for legal costs); it is not decisive whether the entire amount of the loss incurred is claimed at once in the relevant year or in succession in the following period

What can we deduct from the Indemnity?

We may deduct Deductibles and outstanding Premium claims, or other claims on insurance with us, from the Indemnity.

What is salvage cost and why is it important?

These are necessary costs that you or someone else has had to spend on purpose to:

- averting an imminent Insured Event
- mitigating the consequences of an already occurring Insured Event
- clearing up the consequences of an Insured Event for hygienic, environmental or safety reasons

If the costs were incurred to save life or limb, we will reimburse them up to a maximum of 30% of the agreed Sum Insured.

We will cover other salvage costs up to a maximum of 5% of the agreed Sum Insured. We will reimburse salvage costs which you have incurred with our consent and which you would not otherwise have had to incur without any limit.

Costs incurred for routine maintenance or to meet a legal obligation to prevent losses are not salvage costs.

The amount of salvage costs paid is not included in the amount of the Indemnity.

What about VAT?

If the beneficiary has the right to deduct VAT on repairs or replacements related to the Insured Event, we will provide the Indemnity calculated without VAT.

When do we reduce the Indemnity?

If you have answered our questions falsely or incompletely when entering or amending the contract and we have set a lower Premium as a result, we may reduce the Indemnity in the event of a loss. We will make the reduction in the same proportion as the calculated Premium to that which would have been due if you had answered the questions truthfully.

We may do the same if you have not notified us of an increase in the insured risk during the insurance duration (e.g. use of the vessel for business or racing). If you breach your contractual obligations in such a way that it has a material effect on the occurrence of the Insured Event, its course, the increase in

the scope or the amount of the Indemnity, we may reduce the Indemnity accordingly.

In the case of insurance of recreational vessel, we may also reduce the Indemnity if the harm has been caused or increased by gross negligence of the Insured, the skipper, or the crew of the vessel. We will reduce the Indemnity in proportion to the extent to which this has affected the extent of our obligation to pay.

2.5 OTHER IMPORTANT INFORMATION

In this section, you will find information about the Premium, what affects its amount and, for example, when it is due. You will also find out when the Insurance incepts and for what reasons it terminates.

PREMIUM PAYMENT

What is Premium and how is it determined?

The Premium is the price for the concluded Insurance and includes our estimated costs and Indemnity, administrative costs and profit. We calculate the Premium based on actuarial methods using our own statistical data for annual Period of Insurance. The amount of the Premium is stated in the Insurance Policy.

Among others, the Premium is affected by:

- the riskiness of the territorial scope of insurance
- type of vessel insured
- method of use of the vessel
- during the insurance then possible losses

- arranging other types of insurance with our insurance company
- costs related to the administration of the Insurance Policy

When can we ask you to reimburse the costs of Insurance Policy administration?

If extraordinary costs are incurred in connection with acts beyond the scope of the normal administration of the Insurance Policy (e.g. termination of the Insurance before the Inception), we may demand payment from you. Specific fees and their amount are listed in the Fee Schedule on our website.

We reserve the right to adjust the amount of these fees. If this happens, we will publish their new amount in the

Fee Schedule no later than 2 months before the change occurs. We will also notify you of the publication of the new Fee Schedule electronically to your contact e-mail address.

If you don't like the change, you can terminate the insurance with one month's notice, no later than 1 month from the date of publication of the new fee levels. If you do not do so, the insurance will remain in force with the changed level of charges.

What about the Premium if the Insurance expires?

On termination of the insurance, we will refund any unused Premium for the period from the date of expiry to the end of the paid-up period. The exception to this is if you conclude a contract for definite time, in which case we cannot refund the Premium.

When is the Premium due?

The first Premium must be paid on the day the inception of the insurance. However, if you are concluding the contract by paying the Premium (without your signature on the contract), you need to pay the first Premium within the time limit given by us, which will be communicated to you when we send you the insurance offer. If you do not pay it, the insurance will not incept and you will not be insured. If you have an indefinite term contract, subsequent Premium payments are due according to the agreed frequency of payment.

When do we consider Premium paid?

We consider the following to be the moment of the Premium payment:

- crediting it into our account
- receipt of confirmation from the payment gateway when paying by card
- the day we confirmed its cash receipt

If the Premium has not been paid on time or in the agreed amount, we shall be entitled, in accordance with the Fee Schedule published on our website, to reminder costs and statutory default interest.

What about overpayments?

If you do not request a refund of your Premium overpayment, we can use it as a prepayment of your Premium for the following period.

When can we increase the Premium? We can unilaterally increase Premium in the following cases:

- for reasons provided by law
- if changes in legislation or court decisions increase our costs (e.g. for payment of Indemnities, taxes, and compulsory levies)
- there has been an Insured Event on your Policy in a previous period for which we have provided Indemnity

We will notify you (as the Policyholder) of the increase at least 2 months before the change takes effect. If you would do not agree to the increase, you must notify us within 1 month of the date you become aware of the new Premium. In this case, the insurance will end at the end of the current Period of Insurance.

INCEPTION, DURATION AND VALIDITY OF THE INSURANCE CONTRACT

How and when does insurance incept?

The insurance incepts:

- at the moment of conclusion of the Insurance Policy, i.e. immediately after signing by both parties, or
- at the time of sending the offer to conclude the Policy to your e-mail address; in this case, the first Premium must be paid into our account in the amount and within the time limit set out in this offer

The insurance may also incept at a later date if stated in the Insurance Policy or the offer to conclude it.

The Insurance Policy must be concluded in writing, otherwise it is invalid. If you accept our offer by paying the Premium, the written form of the contract is preserved.

If you modify the text of our offer in any way, it is a new offer. The inception of insurance on the basis of a modified offer is excluded unless we expressly agree to the proposed changes.

How long does the insurance last?

You can conclude insurance for an indefinite period with an annual Period of Insurance or for a definite period (1 to 12 months).

In the case of insurance against forfeiture of the deposit deposited when chartering a recreational vessel, the insurance shall cover the period

from the date of chartering the vessel until the date agreed for the handover of the chartered vessel to the charterer. The Period of Insurance is specified in the Insurance Policy. If the skipper's Third Party Liability Insurance has been arranged together with the deposit insurance, the insurance shall be for a definite period and only for the period of the charter of the vessel.

Is it possible to change the Insurance Policy?

Changes to the Insurance Policy can be made by agreement between you (as the Policyholder) and us. The same rules apply for entering into such an agreement as for concluding an Insurance Policy. The effective time of the amendment to the Insurance Policy is stated in its endorsement.

Can the insurance be interrupted?

The insurance cannot be interrupted.

How and when does the insurance terminate?

The reasons and conditions for the termination of insurance are regulated by the Civil Code, here we mention the most common ones. The most common ways in which insurance terminates are:

- expiry of the Period of Insurance (for a definite-term Insurance Policy)
- extinction of the subject of the insurance, if you prove these facts to us (e.g. complete destruction of the insured vessel by fire)
- death of the insured natural person or the date on which the legal entity without legal successor is dissolved

- by agreement of the parties, on the date agreed in the agreement as the date of termination of the insurance

In the case of insurance of forfeiture of the deposit deposited when chartering a recreational vessel, the insurance shall terminate on the date of delivery of the vessel to the charterer or on the date of the end of insurance specified in the Insurance Policy, but not later than 30 days from the inception of the insurance, unless otherwise agreed in the Insurance Policy.

When can the insurance be terminated by giving notice of cancellation?

We and you (as the Policyholder) can give notice of cancellation of the insurance:

- on the last day of each Period of Insurance; termination of the insurance shall occur on the last day of the end of the Period of Insurance; notice must be given at least 6 weeks before the end of the Period of Insurance
- within 3 months from the date of reporting an Insured Event under this insurance; the insurance is terminated upon expiry of one month's notice from the date of delivery of the notice
- within 2 months of the conclusion of the Insurance Policy or a change to the Insurance Policy; the insurance will be terminated on the expiry of the notice period of 8 days after the notice is delivered

In what cases can I withdraw from the insurance?

If we have concluded the Insurance Policy remotely (e.g. via the Internet), you (as the Policyholder) may withdraw from the Insurance Policy without giving any reason within 14 days of its conclusion or from the date on which the insurance conditions were communicated to you (if this was at your request after the conclusion of the Policy).

We may cancel the Insurance Policy or the agreement to amend it if you (as Policyholder) or the Insured do not answer our questions truthfully and completely when you conclude the Policy or the agreement to amend it, and if we would not have concluded the Policy or the agreement to amend it if we had received complete and truthful information.

Withdrawal from the Insurance Policy cancels the Policy from the outset. The right of withdrawal shall expire if you (as the Policyholder) or we do not exercise it within 2 months of the date on which we became aware or could have become aware of the above reasons.

If you withdraw from the Insurance Policy, we will refund the Premium paid within 1 month from the date of withdrawal, which will be reduced by the Indemnity already paid.

If we withdraw, you will reimburse us within 1 month for any Indemnity paid less any Premium you have paid.

Will the insurance terminate if you don't pay the Premium?

Your insurance will terminate for non-payment of Premium on the day after the deadline specified in the reminder we send you. The period we specify will not be less than 1 month.

Will the insurance terminate if the vessel changes ownership?

When the owner of the insured vessel changes and a change is made to the records/register of vessels:

- if not registered, the insurance remains in force until you receive the notification of the change of owner
- if registered (i.e. there is a transfer of ownership), the insurance will expire on the date of registration of the change in the records/register of vessels

Will the insurance be terminated if the joint property of the spouses is dissolved?

The insurance terminates when the joint property of the spouses is dissolved. The insurance does not terminate in the event of the dissolution of the joint spouses' property by the death or declaration of death of the spouse who has concluded the insurance of the property belonging to the joint property. In this case, the surviving spouse enters the insurance in the place of the deceased (provided that he/she remains the owner or co-owner of the insured property).

AMENDMENTS TO THE INSURANCE POLICY AND TERMS AND CONDITIONS OF INSURANCE

Can the Insurance Policy be changed?

Changes to the Insurance Policy can be made by agreement between you (as the Policyholder) and us. The same rules apply for concluding such an agreement as for concluding an Insurance Policy. The effective time of the amendment to the Insurance Policy is stated in its endorsement.

Can we change the wording of the Conditions of Insurance during the insurance?

The possibility to unilaterally change the Terms and Conditions of Insurance helps us to simplify the contractual documentation for our clients and at the same time allows us to react flexibly to current social or legal changes and the competitive environment that affect the insurance, so you do not have to worry that we may want to disadvantage you through such changes.

We reserve the right to unilaterally change the wording of the Terms and Conditions of Insurance with effect from the beginning of the next Period of Insurance if we notify you of the change at least 2 months before the end of the current Period of Insurance.

LEGAL ACTIONS, COMMUNICATION AND SERVICE OF DOCUMENTS

How will we act and communicate legally?

If you do not have a MyAllianz service, we will legally act, communicate, and serve documents, primarily by electronic communication. If you have arranged the My Allianz service, such arrangement shall take precedence over the arrangement in the Insurance Policy and the Terms and Conditions of Insurance. In the event of termination of the My Allianz service arrangement, the electronic communication arrangement under the applicable Insurance Policy and the Terms and Conditions of Insurance will automatically apply.

What do we mean by electronic communication?

Electronic communication means communication made primarily by e-mail and telephone to the contacts you provide to us when you take out the Insurance Policy.

What if you have given us different contact details before?

If you have given us different contact details in the past than when you took out your last and current Insurance Policy (e.g. a different email or phone number when you took out a previous Insurance Policy), we reserve the right to replace the previously given details with the last given details in any contracts you have with us.

We consider the last data provided in this respect to be your current contact details for the purposes of electronic communication.

What happens if a contract with an electronic communication arrangement is terminated?

The electronic communication arrangement will apply to your other insurance policies already concluded, even if the Insurance Policy that provided for electronic communication is terminated.

How does electronic communication differ from paper communication in terms of service?

The effects of service to your email inbox are the same as if the document had been delivered to you, for example, physically by a postal service provider.

It is therefore essential that you check your email regularly.

In what other ways can we communicate with each other?

In addition to the above forms of communication, we may contact you using other means or contacts that you provide to us or that are discoverable from publicly available sources.

The possibility of serving documents in person, at a branch or through a postal service provider is not excluded.

Which form must the documents relating to insurance take?

We primarily deliver documents electronically. We serve documents in paper form where required by law.

Electronic service may also be used for documents for which written form is required by law. If a document establishing a legal act is sent by e-mail, the written form of such document shall be deemed to be preserved. However, an electronic signature may be required for the validity of such a document.

For other communications where the law does not expressly require a written form of conduct, we may communicate or legally act solely electronically (e.g., group correspondence).

As we place great emphasis on the security and protection of your interests, we may require you to send us a document with your handwritten or certified signature in specific cases.

Correspondence sent electronically by us may be in encrypted form for security reasons.

When do we consider the documents delivered?

In the case of service via our website, we consider the document to be delivered at the moment of service (if you send the document to us).

In the case of service via our official web or mobile app, if the app allows it

and if you have arranged and activated this service, we consider the document to have been delivered:

- at the moment the document is stored in the application and ready for collection (if we send the document to you); we will notify you of the sending, for example, by e-mail or SMS
- at the moment the document is sent and recorded in the application (if you send the document to us)

In the case of electronic delivery of documents to the contact e-mail address provided, we consider the document to have been delivered:

- at the moment when the information about the location of the document (for example, in an email attachment or on our web portal) is sent to your email inbox, except in cases where it is demonstrably not delivered, for example due to technical problems (if we send to you)
- at the moment of delivery to your inbox (if you send to us)

In the case of delivery by post to the contact postal address provided (in our case, this will always be our registered office), we consider the document to have been delivered on the date of arrival or, in the case of hand delivery or delivery note:

- on the date of receipt
- on the date of refusal of acceptance
- on the date of deposit at the post office (even if the addressee was not aware of it)
- on the date on which the parcel is

returned as undeliverable for any reason, except if the addressee was in hospital or had another serious reason for not being able to receive the parcel (then the document will not be deemed to have been delivered)

In the case of personal service, the document is deemed to have been served upon receipt.

To deliver documents to you safely and on time, we always need to know your current contact postal and email address where you can collect documents. If there is a change, be sure to let us know immediately. Please ensure that you have regular access to your mailbox (postal or email) and that it is sufficiently secure against misuse and access by third parties. The same applies not only to other insurance subscribers with whom we may need to communicate but of course also to us. If other methods of delivery become available in the future, we will be happy to offer them to you. Since we cannot know their details now, we will confirm them together in a manner that will be customary in the future.

What happens if we don't have the right contact address?

If you give us an incorrect contact address, or if there is a change and you do not notify us of the new contact address, we will consider this to be a deliberate failure to serve. We will consider the document to have been served (even if you have not had the

opportunity to see it) with all the consequences that the service may have. The same applies to other insurance subscribers with whom we may need to communicate.

Under what conditions is it possible to use our web or mobile applications for document delivery?

The security of your data is very important to us. To use our official web or mobile document delivery app, you must be properly logged in, including, where applicable, authentication, for example, by means of an SMS authorisation code or in some other way that guarantees us that you are actually using the app. We consider all activities conducted through these applications of ours to be the act of the logged-in person that meets the requirements of the written form. The document storage space in these our applications also meets the requirements.



2.6 DEFINITIONS

In this section, we would like to reveal insurance terminology and provide easy-to-understand definitions related to insurance.

AVALANCHE

Avalanche shall mean the fall of snow or ice layer from natural slopes.

CREW OF THE VESSEL

All persons present on board with the consent of the Insured and the skipper.

CHARTERE OF VESSEL

Charter company that leases vessels for a fee.

DEPOSIT

The amount the insured is required to deposit when chartering a vessel.

EXPLOSION

A sudden destructive manifestation of pressured power consisting in the extensibility of gas of vapours. An explosion of a pressure vessel is considered to be a rupture of its wall to such an extent that the pressure inside and outside the vessel suddenly equalizes.

FALL OF ITEM

Movement of a body that has character of free fall.

FEESCHEDULE

A document stating the current amount of fees that we can adjust during the insurance duration under mutually agreed conditions. You can always find the current Fee Schedule on our website. The amount of fees, which will be the same for the entire duration of the insurance, is specified in the Insurance Policy.

FLOOD

Flooding of the area with water that has emerged from the banks of a watercourse or reservoir as a result of natural phenomena (rain, melting, ice running, etc.) or as a result of a waterworks failure.

FIRE

Fire occurring outside a fireplace or a fire moving away from such a fireplace.

INSURED

Authorized operator of the insured vessel.

The person whose life, health, property, liability or other interest is covered by the insurance. It can be you or another person.

INSURED EVENT

An event that we have arranged in the Insurance Policy, including all conditions. Whether or not an Insured Event occurs must always be accidental. If an Insured Event occurs, we will provide Indemnity in the form of a sum of money or other jointly agreed compensation.

INUNDATION

Flooding of an area without natural or sufficient runoff of surface water as a result of atmospheric precipitations or concentrated runoff of rainwater, the so-called rainfall.

LANDSLIDE, EARTHSLIDE

Sudden slide or fall of land or earth caused by natural influences.

LIGHTNING

Immediate transfer of lightning to the insured vessel, i.e. direct lightning strike in which the lightning current passes wholly or partly through the insured vessel.

LOSS EVENT

Any event that could be a reason for providing the Indemnity. After its notification, we will first investigate such an event, and if it meets all the agreed conditions (it will therefore be an Insured Event), we will provide indemnity.

PREMIUM

The amount of money you pay us to provide insurance protection.



RECREATIONAL VESSEL

A small vessel (within the meaning of the Inland Navigation Act) or a sea-going yacht (within the meaning of the Maritime Navigation Act) equipped with an engine, sails, or both.

ROBBERY

Appropriation by the perpetrator by seizing it by using violence against another or a threat of imminent violence.

SKIPPER

Leader / master / captain of the vessel, i.e. a person who is qualified under applicable law to lead the vessel while operating on the waterway.

STORM

Air flow reaching a speed of min. 75 km/h at the place of navigation, mooring or stowage of the vessel.

TERORISM

The use or threat of violence by an individual or group of persons, whether acting on their own initiative or in association with any organization or government, committed for political, religious, ideological, or other similar reasons with the intent to influence the government or cause public fear, or groups of people.

THEFT

Unauthorised seizure of a vessel or its external parts with intent to dispose of the vessel or any part thereof permanently or temporarily, provided

that the vessel was properly secured against theft at the time of the incident. Theft shall not include the taking of a vessel or part thereof by fraud or misappropriation of a vessel entrusted to one's care (embezzlement).

THEFT BY BURGLARY

Appropriation of an object by the perpetrator by taking possession of it by provably overcoming the protective security, i.e.:

- breaking into the vessel by means of tools other than those intended for proper opening; the use of such tools is not proved by the mere discovery that the insured goods have been stolen.
- breaking into the vessel by means of keys obtained by the perpetrator by means of a robbery.

VANDALISMUS

Intentional damage or destruction of the vessel by a person other than the Policyholder and the Insured, the skipper, or the crew.

WEIGHT OF SNOW

Damage to the insured item due to the weight of the snow or ice layer.



2.7 SCHEDULE OF FEES

In this section you will find an overview of the fees applicable from 23 November 2020.

FEES RELATED TO EXTRAORDINARY COSTS

FOR SENDING A PREMIUM
PAYMENT REMINDER

CZK 50

FOR MAKING A DUPLICATE OR COPY
OF THE DOCUMENTS YOU HAVE RECEIVED
(E.G. INSURANCE POLICIES, GTCS, STCS, ETC.)

CZK 50
for each A4 page

FOR ISSUING INFORMATION ON THE STATUS
OF THE INSURANCE POLICY MORE THAN
ONCE PER INSURANCE YEAR
(E.G. A SUMMARY OF MOVEMENTS IN YOUR
ACCOUNT, ETC.)

CZK 50



3. USEFUL TIPS

In this chapter you will find our non-binding tips to help your cruise doesn't end a shipwreck.

- Sail as a skipper only on such a vessel and in such an area of navigation for which you are licensed evidenced by a generally recognised proof of competence.
- Only set sail with a vessel that is seaworthy and in proper technical condition; before setting sail, check in particular the state of fuel and the proper securing and stowage of all items; pay due attention to the technical condition and maintenance of the vessel.
- When sailing, observe the navigation regulations and the principles of good maritime practice, observe the navigation signs and the traffic of other vessels, pay due attention to navigation, follow the forecasts and weather developments.
- When sailing at sea and abroad keep a proper logbook.
- Do not drink alcohol while sailing, don't let your crew be drunk or even under the influence of intoxicants.
- When the wind increases, reef the sails in time, when the weather worsens, retreat to a safe harbour in time, do not sail in weather that does not match your vessel's abilities and endurance.
- Before accepting help in an emergency from another vessel, agree the terms on which it will
- be given to you, do not accede to requests unreasonable to the situation.
- In case of any loss, document everything thoroughly with photographs and keep the repair bills and receipts.
- Report any accidents to the shipping or port authorities, theft or vandalism to the police.
- If you are held liable for a loss, do not accept your obligation to compensate for the damage without obtaining Allianz's consent.
- Do not accept the forfeiture of the deposit for a reason that is not your fault (technical fault on the vessel, force majeure), submit a written protest against this to the charterer stating the reason and have the charterer confirm receipt.



4. QUESTIONS YOU MIGHT STILL HAVE

In this section, we present answers to the most common customer questions, such as how to pay Premium or where your insurance applies.

POLICY CONDITIONS AND PREMIUM

How can I pay my Premium?

We offer different ways to pay your Premium - cash and card at selected sales representatives, by bank orders, postal orders, via the Internet and conveniently by direct debit from your account.

What is your account number, where do I to pay my Premium?

For vessel insurance, the account number is 2727/2700 and the variable symbol is the number of the relevant Insurance Policy.

How to request a refund if you have paid twice by mistake?

Contact our client centre **+420 241 170 000** to discuss the details. We will usually refund the payment to the account from which it came.

When will the letter/email arrive advising what amount to pay and by when?

We send the so-called anniversary letters with payment details two months before the anniversary of the beginning of the insurance.

Q & A

5. HELP US BE BETTER

We are always aiming to deliver great customer service. If you have any concerns or issues, we will gladly take care of them. You will receive your reply as soon as possible and via the channel you prefer. Please feel free to contact us regarding any questions, requests, or comments.

THANK YOU FOR YOUR TRUST

PLEASE DO NOT HESITATE AND CONTACT US IN CASE OF ANY QUESTIONS, REQUESTS OR COMMENTS

We are ready to answer you via:

- Phone number +420 241 170 000
- Website www.allianz.cz/napiste
- Our branches
- Your insurance agent



Allianz Contact Centre

Our specialists in the contact centre are always available and ready to solve any request related to your Policy.

You can contact us on weekdays between 8 am and 7 pm and on weekends between 9 am and 6 pm.

Phone Number: +420 241 170 000
www.allianz.cz/napiste

Allianz assistance and legal advice

If you need help, contact us 24 hours a day, 7 days a week.

Phone Number: +420 241 170 000

Valid as of 1 November 2021