



# application travel cancellation cost insurance for chartered sport yachts

agency (stamp)

insurance only for private charter clients

## insurance recipient with complete address

surname, first name ..... street, nr. ....  
zip, town ..... tel ..... fax .....

## period of travel/charter destination

period of travel from ..... until ..... charter destination .....

## conditions

this insurance policy can only be effected within 14 days of receiving the confirmation of booking and is only applicable to the journey booked. the journey to and from the point of departure as well as possible additional bookings are also covered, under the condition that these costs have demonstrably been taken into consideration in fixing the sum insured.

surname, first name	skipper yes no	attributable travel costs/euro	surname, first name	skipper yes no	attributable travel costs/euro

total travel costs/sum insured (rounded off to the nearest 100 euros)

## premium

the premium including statutory insurance tax (presently 16%) amounts to 3% of the sum insured (3 euros for every 100 euros)  
=sum insured                      to 3% =                      euro

## premium in the case of limited coverage

exemption from passenger group coverage in accordance with special condition clause 4

the premium including statutory insurance tax (presently 16%) amounts to 3% of the sum insured (2.50 euros for every 100 euros)  
=sum insured                      to 2,50% =                      euro

the premium will be paid                      by bank transfer on issue of invoice                      by direct debit payment

account number: ..... bank sort code: ..... bank/location .....

## please note!

the insurance can commence at the earliest on the day the insurance company receives the application, provided that the premium is paid directly on demand of payment by the insurer. should you wish to pay by direct debit, please ensure that your account is covered sufficiently; besides the premium calculation/direct debit notification you will also receive a separate confirmation of insurance.

## basis of the insurance

the basis of the insurance contract is the attached "general terms and conditions" for the travel cancellation cost insurance (abrvt) along with clauses and special conditions as well as the conditions of the insurance law (vvg), especially paragraphs 62 and 63.

## application

please send the completed and signed application form to the address below or fax the application to the gothaer allgemeine a.g. 0049 5517014269

town ..... date ..... signature .....



SAILPARTNERS für



abt. kp-jys · gothaer platz 2-8 · 37083 göttingen · agentur-nr. 03 705  
infotel. 0551 701 42 60 · fax 0551 701 42 69

## general conditions for charter cancellation insurance (abrv)

### § 1 extent of the cover

#### 1. The insurer shall pay out compensation:

- a) for cancellation costs contractually owed by the insured party to the travel firm or to another party, incurred on cancellation of the voyage. b) (on abandonment of the voyage) for additional return journey costs proven to have arisen and the additional costs directly arising to the insured party, on condition that the arrival and departure are included in the arrangement of the insured party; this also applies in the case of a delayed return journey. reimbursement of these costs will focus upon the quality level of the booked voyage with regard to the type and class of transport, accommodation and catering. should, in contrast to the booked voyage, the return journey have to be made by air, the costs for an airline seat in the cheapest class only will be reimbursed. medical expenses, the costs for a companion or the costs arising due to the transport of the mortal remains of the insured party are not covered by the insurance.
2. within the scope of paragraph 1, the insurer shall be liable for compensation, should either the insured party be considered incapable of travel on the basis of general life experience or it not be reasonable to expect him or her to commence or complete the journey, due to one of the following significant grounds: a) death, serious injury or unexpected serious illness of the insured party, his or her spouse, children, parents, siblings, grandparents, grandchildren, in-laws, step-children or, should the voyage have been booked for two persons together, of the second person on condition that this person be similarly insured; b) intolerance to inoculation of the insured party or, in the case of a joint voyage, his or her spouse, under-age children or siblings of the insured party or the parents of an under-aged insured party, on condition that the relation is similarly insured; c) pregnancy of an insured party or, in the case of a joint voyage, of the spouse of the insured party or the co-insured mother of an under-aged insured party; d) property damage suffered by the insured party or, in the case of a joint voyage, one of those relations of the insured party specified in paragraph 2b, as a result of fire, the action of the elements or the intentional criminal action of a third party, insofar as the damage is considerable in terms of the economic circumstances and assets of the injured party or insofar as the presence of the insured party is necessary for ascertainment of the damage.

### § 2 exceptions

1. the insurer shall not be liable: a) on death, accident or illness being suffered by relatives who have completed the 75th year of their life. b) for dangers arising from war, civil war or events similar to war or from the hostile use of weapons of war arising from the following dangers, independently of a state of war: acts of political violence, uprisings, other civil unrest and nuclear power.
2. the insurer shall be under no obligation of payment, should the insured event have been anticipated by the policy holder/insured party on signing of the insurance contract, or should the insured party or co-insured parties have brought it about intentionally or through gross negligence.

### § 3 insured value, insured sum, deductible amount

1. the insured sum shall correspond to the full advertised voyage price (insured value). costs for services not included in this (e.g. an additional events programme) are co-insured, if they were taken into account in the level of the insured sum.
2. the insurer shall be liable to the extent of the insured sum, less deductible amount; should the additional return journey costs proven to have arisen exceed the insured value, the insurer shall also reimburse the amount in excess of the insured value, less the deductible amount.
3. in all cases of insured events, the insured party is liable for the deductible amount. As long as not otherwise agreed, this shall be fixed at 25 euro per person. should the insured event occur due to illness or pregnancy, the insured parties shall themselves be liable for 20 % of the damages to be reimbursed and not less than 25 euro per person.

### § 4 obligations of the policy holder/insured parties on the occurrence of the insured event

#### 1. the policy holder/insured parties are obliged:

- a) to inform the insurer immediately on occurrence of the insured event and cancel the voyage at the place of booking at the same time, or, in the case of the voyage having already commenced, with the travel organiser; b) to provide the insurer with all relevant information required by them and voluntarily to submit to the insurer all evidence, in particular medical reports about illness, accidents, intolerance of inoculation and pregnancy in the sense of § 1 paragraph 2, along with the booking documentation. c) on the demand of the insurer, to release doctors from the duty of confidentiality with regard to the insured event, insofar as this demand can be made legally effective.
2. should the policy holder/insured party fail to meet one of the above obligations, the insurer shall be absolved of the obligation to pay out benefits unless the failure result neither from intention nor from gross negligence. in the case of gross negligence, the insurer shall remain under obligation to the extent that the negligence have had no influence on the ascertainment of the insured event nor on the ascertainment or scope of the benefit payments for which the insurer is liable.

### § 5 payment of compensation

should the obligation of the insurer to pay benefits be determined to obtain and the level of such benefits established, payment of compensation is to occur within a period of two weeks.

#### clauses and specific conditions applying to the abrv

clause 2: exemption from the age limit § 2 no. 1 a does not apply. clause 3: unused travel services in deviation from § 1 no. 1 b abrv, in the event of the voyage being aborted, the insurer shall reimburse the insured party for additional expenditure incurred for booked but unused services, provided this was taken into account in the level of the insured sum in the application or agreed separately in the insurance certificate. clause 4: groups of persons in deviation from § 1 no. 1 abrv, the insurer shall also be liable if the risks specified by § 1 no. 2 a - d occur to those persons specified by name in the application or insurance certificate or the groups of persons described in the application or insurance certificate.

#### additional conditions to the abrv for rented holiday flats

should the insurance have been taken out on the signing of rental contracts for holiday flats, holiday homes or holiday apartments in hotels, § 1 figure 1 of general terms and conditions for voyage cancellation costs insurance (abrv) shall contain the following clause: the insurer shall be liable for compensation: a) of the lessor or a third party for the cancellation costs contractually incurred by the insured party on non-occupation of the holiday flat, holiday home or holiday apartment in a hotel for one of the significant reasons set out in § 1 figure 2 of the abrv. b) for the unused portion of the rental costs, should further letting be unsuccessful, if occupancy of the holiday flat, holiday home or holiday apartment in a hotel have to be prematurely terminated due to one of the significant reasons set out in § 1 figure 2 of the abrv. the other conditions of the abrv apply correspondingly. specific conditions applying to chartered sport boats shall be considered equivalent to rented holiday flats. appendix (excerpts from the insurance contract act -vvg-)

#### first premium – § 38 I.

should the first or single premium not be paid on time, the insurer shall be justified in cancelling the contract as long as no payment occurs. it shall count as cancellation should the claim to the premium not be legally raised within three months of the due date.

II. should the premium not have been paid by the date of the occurrence of the insured event, the insurer shall not be liable for payment of benefits.

#### duty of salvage – § 62 I.

on the occurrence of the insured event, the policy holder shall be under obligation to prevent and limit damage as far as possible and to follow the instructions of the insurer in so doing; when circumstances permit the policy holder must obtain such instructions. should more than one insurer be involved and should they issue contradictory instructions, the policyholder must act in accordance with his or her judgement of duty.

II. the insurer shall not be liable for payment of benefits if the policyholder fail to observe such obligations, unless such infringement result neither from intention nor from gross negligence. in the case of gross negligence, the insurer shall remain liable insofar as the extent of the damage would have been no less had the obligations been dutifully fulfilled.

#### salvage costs – § 63 I.

the insurer shall be liable for expenditures made by the policyholder in accordance with § 62, even if they prove unsuccessful, insofar as the policyholder should consider them advisable under the circumstances. the insurer shall also be liable for compensation for expenditures incurred in accordance with instructions issued by them, to the extent to which such expenditures, together with the other damages, exceed the insured amount. the insurer shall advance the sum required for such expenditures on the demand of the insured party.

in the case of underinsurance, the expenditures shall only be reimbursed under those conditions set out in §§ 56, 57.

#### transfer of claims for damages – § 67 I.

should the policy holder have a claim for compensation of damages against a third party, such claim shall pass to the insurer insofar as the latter have reimbursed the policy holder for the damages. the transfer cannot be effected to the disadvantage of the policyholder. should the policy holder renounce his or her claim against the third party or a right serving to secure the claim, the insurer shall be free from the obligation of compensation to the extent that they could have attained compensation from such claim or right. II. should the claim for compensation of the policyholder obtain against a family member co-resident in his or her household, no transfer shall be possible. the claim shall, however, be transferred, should the family member have caused the damage deliberately.

