

## **Why take out YACHT-POOL charter-cancellation insurance?**

If a charter tour cannot go forward because the skipper falls ill or cancels due to illness in the family, we pay the costs incurred for the skipper and the crew (minus a 20% co-payment, which may be waived upon request).

If a member of the charter-tour crew cancels, e.g. due to falling ill or because of illness in the family, we pay the proportional costs for that crewmember (minus a 20% co-payment, which may be waived upon request).

If a charter tour is broken off prematurely because the skipper cancels and a suitable substitute cannot be found, then we pay the costs for the unused portion of the charter, insofar as it cannot be continued.

If two people have made a joint booking and one of them cancels, the other may do so as well.

## **Peace of mind at a practically negligible price.**

It can hardly be justified that all should share in the enjoyment but only one – the skipper – should bear the responsibility! That's why all the premiums you see on our application spread the costs among the crew in an equitable manner. Which is the way to ensure both your own peace of mind and the goodwill of your crew.

Please direct any questions to your charter agency:

YACHT-POOL Insurance Service (Versicherungs-Service GmbH)

YACHT-POOL Switzerland

YACHT-POOL Croatia

YACHT-POOL Balearic Islands

YACHT-POOL Greece

**YACHT-POOL  
International**

**Less risk, more peace of mind for charter skipper and crew**

**The right insurance for skipper and crew!**

No one offers better advice and expertise

## **Why take out special insurance?**

The skipper and the crew are exposed to special risks which normal insurance policies cover inadequately or not at all.

As one of the major providers of yachting insurance, we have carefully examined the loopholes in coverage, in order to identify a skipper's real problems and risks, and to develop policies which actually provide protection against them.

Our insurance policies may be taken out and cancelled independently of one another. All you have to do is mark the coverage plans you want in the accompanying application and send it to us via post or fax.

Yours truly,

Dr. Friedrich SCHÖCHL  
YACHT-POOL International

All of our **YACHT-POOL** policies allow you to charter:

Wherever you like,  
As often as you like,  
On whichever vessel you like,  
As long as you like – anywhere in the world!

Please note: This informational brochure only provides examples of the main points of our insurance coverage, which is subject to various general and specific terms and conditions. You may obtain these terms and conditions from your charter agency or from YACHT-POOL. They will always be included in any policy we send you.

## **Why take out YACHT-POOL'S defence & recovery insurance?**

**Because** being "in the right" is one thing, but being legally vindicated is quite another.

Because legal disputes overseas can be very expensive indeed.

Because attorney fees for cases overseas must usually be paid in advance.

Because you must pay attorney fees in certain countries even when you win a case.

Because not just the skipper, but the entire crew or even a single member can become either the defendant or legitimate plaintiff of a lawsuit.

### **Scope of coverage:**

Damage-compensation defence & recovery: Defence & recovery coverage for damage claims asserted due to private-law liability claims in connection with the operation of a yacht.

Criminal defence & recovery: To defend against criminal cases arising from a yachting accident or from the breach of criminal laws involving the operation of a yacht.

Operating permit defence & recovery: For representation in cases involving the suspension or loss an operating permit. This defence & recovery covers skipper and crew world-wide!

### **Why take out a YACHT-POOL impound-insurance policy?**

In cases of actual or suspected criminal conduct, the authorities may be entitled to impound a vessel. We will pay out funds for a fidelity-bond up to 52,000 Euro so as to temporarily forestall further criminal proceedings. Impoundment may have serious financial consequences if the vessel is no longer available for subsequent charter tours.

*[In der Marge]* **You can also insure your own vessel with us. Give us a call!**

**Four ways YACHT-POOL  
gives you peace of mind:**

1. We cover not only the skipper's liability risk, but that of each crew member.
2. We cover legitimate liability claims due to property damage and/or personal injury caused to parties not onboard the vessel. Keep in mind that especially personal injury can quickly lead to very large claims. You should therefore select a sufficiently high level of coverage, since your liability is, as a rule, unlimited!
3. We cover the legitimate liability-claims of the crew. This is important, since normal liability policies generally exclude coverage for claims made by "by co-insured parties against one another." "Co-insured parties" are generally all those persons authorised to be on board the vessel. That's why having this risk expressly included is crucial for you.
4. We also cover the legitimate liability claims of the yacht owner due to property damage caused to the yacht through "gross negligence". Damage to the yacht involving "gross negligence" is generally not covered by any hull-insurance provider. For these damages only (but not for all other liability damages), the co-payment is 2,550 Euro.

But "gross negligence" can be flexibly interpreted. Especially when the decision is up to an overseas court, which would most likely be the case for an overseas charter tour. That's why you are covered against this risk by "YACHT-POOL'S specific terms and conditions".

Hull damage not caused by "gross negligence" is generally covered by the hull-insurance which you are guaranteed (excluding the deposit/bond) under the charter contract. So a skipper's insurance policy against ordinary hull damage (without gross negligence) does not seem necessary.

*[In der Marge]* **You can also insure your own vessel with us. Give us a call!**

## **Why take out a YACHT-POOL skipper's accident policy?**

**Because** we give you coverage for accident-related disability costs and interim costs, in accordance with our specific YACHT-POOL terms and regardless of whether you or someone else was at fault.

Because liability insurance does not apply when there is no fault.

Because liability insurance does not apply when there is fault, but the damaged party is a family member.

Because accidents can cost a fortune when you are effectively unable to hold others liable (overseas!).

Because disability can result in life-altering financial consequences.

Because ordinary insurance often does not cover certain "high-risk sports".

Because ordinary insurance often only pays when there is an actual accident.

Because ordinary insurance only provides a few thousand Euro for rescue/recovery costs, which is clearly inadequate for sailing on the ocean.

In accordance with the General Terms for Accident Insurance and our own specific YACHT-POOL terms, we cover all personal accidents suffered by insured parties in connection with the operation of a yacht.

**And** we even pay when no personal accident has actually occurred, but you find yourself in distress at sea and need to call for help in order to avoid an accident. We reimburse rescue and recovery costs up to 52,000 Euro, even when there is no personal injury (which is not the case with normal accident insurance).

These loopholes are often underestimated. After all, few people know that in some countries a rescue helicopter can cost up to 15,000 Euro per hour. Or that the few thousand Euro for rescue/recovery costs provided by normal insurance are hardly sufficient. Or that nothing is paid out at all when an accident has not actually occurred, for example when everyone is rescued successfully.

But we do pay, even in this case! And our skipper's accident-insurance is valid world-wide!

## **Why take a YACHT-POOL fidelity-bond insurance for charters?**

Every experienced skipper knows how quickly the delicate harmony among a crew can be disturbed when the skipper or one of the crew causes a loss for which everyone else must pay. As united as a crew may be at the beginning of charter tour, they can become just as fractious when it comes to answering the question why the group should pay for damage caused by one individual – which usually means the skipper, given his/her responsibility as captain.

This has naturally led to increased demand on the part of responsibility-conscious skippers for insurance coverage against this type of personal risk.

Our coverage doesn't just apply to a single charter; it's valid for a whole year without limitation – anywhere in the world!

Because it allows you to conduct charter trips where you want, as often as you want, on whatever ship you want and as long as you want – anywhere in the world!

## **Why take out YACHT-POOL'S consequential-damage insurance for charters?**

**Because** there is always the danger that you may cause damage to a chartered vessel and prevent it from being available in time for the next charter. And because the law or the charter contract may make you susceptible to recourse claims for the cancellation of that charter.

Our consequential-damage insurance for charters covers legitimate recourse-claims arising from the cancellation of a subsequent charter, starting with the third lost day of that charter and up to a maximum of 13,000 Euro.

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## **Why take out a skipper's liability-insurance policy?**

**Because** you are generally personally liable for damage or injury which you cause to other people or their property, to the extent of all our present and future assets.

Because your private liability-insurance doesn't cover liability claims due to actions by the skipper or the crew.

Because, as the skipper, you are also liable vis-a-vis the crew.

Because exclusions of liability vis-a-vis the crew, third parties (e.g. pension-insurer of the injured party) may not always be valid.

Because you can't know for sure to what extent some one else's vessel has actually been insured. Very often the coverage benefit may be limited to the value of the ship, which may be far too little, considering your personal liability is unrestricted. Often only specific types of losses are covered, such as collision damage, etc.

Because you don't know whether there is even any insurance coverage at all!

Because you don't know whether the premiums are in arrears, which could mean that the insurer is released from providing benefits and you effectively have no insurance coverage!

Because ships flying under a foreign flag are generally also insured under foreign terms and conditions in the language of the given country. So that it is practically impossible for you to evaluate the actual level of insurance coverage.

Because no liability-insurance firm we know of covers the liability claim of a yacht owner for damage caused to the yacht during a charter due to the "gross negligence" of the skipper.

Because **YACHT-POOL** even covers gross negligence!