

All-round watersports insurance package for windsurfing, wavesurfing, kiteboarding, snowkiting, sailing, SUP

- Insurant information -

EXTENT OF COVER (EXTRACT FROM THE INSURANCE CONDITIONS)

1. Third party liability insurance

Insured sum € 3,000,000 lump for physical injury/property damage.

Insured is the third party liability of the applicant for the sports listed below. This insurance covers only private use, including regatta risk.

→ **Windsurfing/kitesurfing/snowkiting/wave surfing/SUP third party liability:** legal third party liability from ownership, possession and use of own and third party windsurfing, wave surfing, SUP, kitesurfing and snowkiting equipment.

→ **Skipper's third party liability:** from the possession and use of a **chartered/rented sailing boat/catamaran** with or without an auxiliary engine or motorboats up to 45 kW (60 HP), without a professional crew, solely for private use, for vessels up to a length of 15 meters.

Also insured are the personal third party liability of the skipper in charge and any other individual or crew member authorized to handle the vessel. Furthermore third party liability claims between co-insured persons as a result of personal injury and property damage are also covered, if the amount of each loss event or occurrence of injury exceeds € 150. The same coverage exists for third party liability claims of the applicant against the co-insured persons. The insurance protection does not apply to the applicant's own boat(s).

(insurance quotes for boats your own can be obtained from <http://www.suedwestring.de/downloads/fragebogen-boote.pdf>).

The insurance of third party liability is subsidiary, i.e. it applies only to those claims that are verifiably not covered by any other insurance policy (e.g. renter's boat liability, insurant's personal third party cover).

2. Comprehensive insurance (Damage to rental equipment)

Covered is **damage or destruction** of windsurfing, kitesurfing, snowkiting, wave surfing, and SUP equipment, sailing-boats/catamarans or motor boats up to 45 kW (60 HP) of up to 15 meters in length that have been rented from a commercial renter or provided as part of an all-inclusive holiday, used exclusively for private purposes.

The insurance sum is **€ 1,500** per insurance year. Deliberate damage is excluded, as are damages caused by theft and loss.

Deductible (excess) per incident: generally **€ 50**, sailing/motor boat **€ 100**.

3. Accident Insurance

€ 16,000 disability (Children € 21,000)

€ 3,000 in event of death

€ 5,000 recovery/rescue costs

€ 2,500 health cure allowance

€ 6 hospital per-diem benefit/convalence allowance

The insurance protection covers all accidents suffered by the applicant in causal relation to the use of windsurfing, kitesurfing, snowkiting, wave surfing and SUP equipment and sailing boats/catamarans or motorboats up to 45 kW (60 HP)

(*) Due to applicable Swiss bylaws, insurance protection through third party insurance cover is not valid for Swiss citizens in Switzerland. Swiss insurants do however have third party insurance cover where this is taken out exclusively for validity outside Switzerland, e.g. for travelling.

CHARGES:

ANNUAL INSURANCE PRIME € 39

TERMS & CONDITIONS:

Conclusion of contract:

www.safetytool.de

Person insured:

The applicant for the insurance

Validity:

Worldwide (*)

Start/finish/duration:

At the earliest from the date/time of receipt of the fax or post at the VDWS or the Internet registration. If payment is made by credit card or direct debiting system, insurance protection will expire retrospectively if the debit by the bank/credit card company is not honored. The contract period is one year.

Renewal/cancellation

Insurance protection renews when it is not terminated online or by written notice of cancellation to the VDWS at least three months prior to the renewal date.

Responsibility

Please notify any changes in address or bank details, as well as contract termination to: VDWS-main office, Dr.-Karl-Slevogt-Str. 5, 82362 Weilheim, Germany

Tel: +49-881-9311-0, Fax: +49-881-9311-15, safety@vdws.de

Insurer:

Axa Versicherung AG, Colonia-Allee 10-20, D-51067 Cologne

Agency/processing of claims:

Insurance procurement and claims settlement are carried out by SüdwestRing Versicherungsmakler GmbH (abbreviated SWR), Abt-Hyller-Str. 4, D-88250 Weingarten/Germany, Tel: +49-751-56036-80, Fax: +49-751-56036-25, Claims can also be submitted online: www.safetytool.de/damage

→ The following terms and conditions form part of the application:

Compulsory declaration according to § 11 German insurance broking regulation

- SüdwestRing Versicherungsmakler GmbH (SWR) is active as an insurance broker.
- We are registered at the Chamber of Industry and Commerce for Lake Constance-Upper Swabia, D-88250 Weingarten with the registration number D-44LH-GJCAQ-36. The registration can be verified in the broker's register as follows: German General Chambers of Industry and Commerce (DIHK), Breite Straße 29, 10178 Berlin, Germany, phone +49 (0) 180-500-5850, www.vermittlerregister.info
- The following conciliation-boards can be contacted for extrajudicial settlement: Versicherungsombudsmann e.V., Postfach 080632, 10006 Berlin www.versicherungsombudsmann.de
- There is no existing partial ownership in and by an insurance company exceeding 10 percent.
- More detailed advice and customer information can be taken from our web site www.suedwestring.de.

Contractual basis:

The contract is based on the general conditions for third party liability insurance (AHB 01/08), on the special conditions and risk definition for liability insurance for private use of watersport craft (HA 6220.2), on the special conditions and risk definitions for the basic environment insurance (HA4203.1), on the general conditions for the watersport comprehensive insurance for watersport craft (AVB Yachtkasko 2008, version 2010), information sheet "What to do in the event of a claim" and guide value for reimbursement "refund reparation" and "refund total loss", on the general conditions for accident insurances (AUB 01.08, Bed.-Schl. 001), the additional conditions for group accident insurance (Bed.-Schl. 015), the special conditions for the insurance of health care allowance within an accident insurance (Bed.-Schl. 027), the special conditions for the insurance of rescue costs within the accident insurance (Bed.-Schl. 023), the written agreement in line with the insurant information, as well as the statutory requirements of German law.

In event of disputes only German law will be applicable.

The full details of the conditions of insurance and the contractual basis together with the certificate of insurance will be sent to your attention. If you like to get the conditions of insurance before, please order them at VDWS (safety@vdws.de). The mandatory customer information is part of the application. The authority responsible for the handling of complaints: the Bundesamt für Versicherungswesen, Graueindorfer Str. 108, 53117 Bonn, Germany.

Precontractual duty of disclosure by the insured person or his representative

1. An obligation to disclose truthfully and fully in relation to application questions and to risks:

Prior to submitting a contract statement to the insurer, represented by the VDWS, the person insured shall notify all risks known to him when the insurer, represented by the VDWS, has asked for this information in writing and which is important for the insurer's decision whether to effect the contract with the agreed content. For this, provision of the official address and personal data for the person insured are of particular importance.

2. Legal consequences following breach of the duty of disclosure

If the person insured breaches his duty of disclosure under paragraph 1, the insurer, represented by the VDWS, is entitled to withdraw from the contract. In this case the insurer is not obliged to pay compensation.

Data protection declaration in accordance with BDSG:

The applicant agrees that SWR, the insurers contacted by the insurance broker and VDWS Service GmbH are entitled to communicate all necessary data, resulting from the registration documents or the contract performance (i.e. dues, claims, policy changes), to reinsurers in order to assess the risk and assure the processing of the reinsurance, as well as to other insurers and their association in order to assess the risk and the claims. This agreement applies, regardless of the conclusion of the contract, also to the corresponding assessment in case of other insurance contracts to be requested and for any future request of the customer.

Furthermore the applicant agrees that these insurers may store such general contract, financial and performance data as far as required for carrying out their insurance activities and pass these on to the insurance broker.

The applicant furthermore agrees that insurance broker and VDWS are entitled to store their personal data and bank details for further customer care. The insurance broker is allowed to use the obtained data in order to advise the customer on other insurance products and to contact him with information on additional insurance suggestions.

Health details may only be passed on strictly confidentially to persons and the reinsurer. They can only be communicated to insurance brokers when this is deemed necessary for contract design.

The applicant also agrees that the data given to the insurance agent may be shared with people who due to their profession are bound to secrecy (e.g. lawyers and auditors) and with people and companies involved in the processing of the application and any claims if this is deemed necessary for the protection of the applicant's interests.

Permission to use and store personal data can be withdrawn from the insurance broker at any time, independent of the rest of the contract.

Broker mandate

The applicant assigns SüdwestRing Versicherungsmakler GmbH, Weingarten/Germany (SWR) the mission of concluding the pre-mentioned insurance contract. Besides the conclusion this mandate also applies to changes, cancellation, or changes to the coverage, under exemption of the restrictions of § 181 of the German Civil Code.

The broker mandate and the concluded contracts are in effect for one year and renew automatically as long as they are not terminated by written notice of cancellation at least three months prior to the renewal date.

The insurant expressly agrees that he/she can be contacted by the broker by all media (post, phone, fax, email) and that the broker can inform him/her on the existing business relation, i.e. the conclusion of new contracts, changes to content of existing contracts, especially their renewal, diversification and supplements.

Consultancy and documentation are not required due to the customers wish

The applicant confirms expressly that he/she only wishes the pre-mentioned insurance, according to the framework contract between VDWS e.V. and the insurer. Furthermore, the insurant declares that he/she abstains from advice and documentation as defined under § 60 (3) and 61 (2) VVG (German insurance contract act) now and in future matters. He/she has been informed that this abstention can be prejudicial. Furthermore, he/she refrains from claiming special damage from the broker in line with § 63 VVG.

Note: This is a translation of an original German document. In the event of a dispute the original German document prevails.

Effective: 11th January 2017/ SWR