



**HAMBURGER  
YACHTVERSICHERUNG  
SCHOMACKER**

**INSURANCES  
FOR YOUR CHARTER TRIP**

**NEW!**

**Booking and  
payment online.**



**CHARTER MADE  
COMFORTABLE**

# Guarantee Insurance for securing Charter Deposits

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Charter yachts usually carry comprehensive insurance cover (hull insurance). Charter companies and their insurers have usually agreed on a deductible which is applicable when a claim is made.

Generally, the deductible is equal to the deposit to be lodged by the charterer. If there is damage to the chartered yacht during the sailing trip, the charter company may retain all or part of the deposit.

This financial risk is covered by a Guarantee Insurance for Charter Deposits.

With our guarantee insurance policy there is no deductible. If there is no need for an official licence for sailing the yacht or the chosen cruising area, you do not need this licence for the charter deposit insurance.

*You will find all details and premiums on the following pages.*



# Guarantee Insurance for securing Charter Deposits

Nearly all of the charter companies take a deposit when offering a yacht for charter. If you cause a damage on the chartered yacht, the charter company may keep all or part of this security deposit.

**Our Guarantee Insurance** enables you to cover this risk under the following conditions.

**The Insurer** **R+V** Allgemeine Versicherung AG, Taunusstrasse 1, 65193 Wiesbaden undertakes by order of the Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH as insured person a guarantee insurance for securing charter deposits to recompense all or part of the security deposit paid by the Charterer to the charter company under the terms of the agreement described, on condition that:

- the security deposit was paid by the Charterer in cash, via bank transfer or by credit card/cheque confirmed by a receipt issued to him by the charter company,
- the Charterer has paid the full charter fee for the chartered yacht, confirmed by the appropriate receipts,
- during the period of insurance the Skipper is in possession of the sailing license officially required in respect of the vessel and/or the voyage,

- the charter company refuses to refund all or of part of the security deposit to the charterer due to damage on the chartered yacht during the period of charter caused by the charterer/skipper or the crew.

The guarantee is limited to the security deposit amount described by the Charterer. Compensation will however be excluded, in the event that the charterer uses the yacht chartered on the basis of the described agreement to:

- organise charter tours on a commercial basis or to operate the yacht on behalf of a charter company on a commercial basis or in return for a benefit in money's worth (available upon request)
- takes part in regattas (available upon request),

Excluded of the guarantee are

- damages caused to the chartered vessel as a result of gross negligence or damages caused deliberately,
- damages to the yacht as the result of war, warlike operations, riots, strike, confiscation by public authorities or damages caused by nuclear energy (radioactivity),
- damages caused by reblocking of sludge tank.

## IMPORTANT

We expressly request that you do not mention this guarantee insurance to the representatives of the charter company. Always conduct yourself as if you have no such insurance cover. Check the precise reasons why the charter company has not repaid your security deposit.

Theft of a dinghy is to be reported to the police immediately and provable.

It should as a matter of course be clear that this guarantee insurance only covers the loss of your security deposit as a result of damage caused to the chartered yacht and does not cover additional costs - such as cleaning, hire of bedding, reblocking of sludge tank, and use of fuel, including where these costs are settled by deduction from the security deposit.

Please also note that the charter agreement will not normally require you to pay for the costs of normal wear and tear sustained by the yacht.

**Damage has to be reported to us by mail, fax or post at the latest 1 month after ending the charter trip.**

# Conditions/Premiums

**The guarantee insurance premium follows from the deposit amount to be insured – the chosen deposit sum must not be lower than the deposit actually lodged.**

- The insurer's guarantee is maximized with the deposit actually lodged.
- The guarantee certificate will be issued to you as soon as we have received the premium and you have submitted the application form to us.
- The guarantee expires automatically after 1 month, immediately following the end of the charter.
- Damage has to be reported to us by mail, fax or post at the latest 1 month after ending the charter trip.
- If you wish to include the dinghy in the insurance cover please transfer the premium plus an additional premium of EUR 20.00.
- Sailing regattas may be included upon request and with an extra fee.
- For this Guarantee German law is applicable, with the exception of laws regarding jurisdiction of another country.

## IMPORTANT

In order for you to receive the guarantee certificate, we request that you transfer the appropriate premium in advance into our account at the following bank:

Hamburger Sparkasse:

IBAN: DE43 2005 0550 1042 1455 30

BIC: HASPDEHHXXX.

At the same time please send us the completed and signed application form on page 33.

## IMPORTANT

Due to technical insurance reasons we can not offer this products for citizens from the USA and Canada. Thank you for your understanding.

## NEW

**Also available for professional skippers or skippers being paid. Please give us a call at +49 (0) 40 - 36 98 49 - 49.**

**Premium up to a security deposit amount of:**

	<b>One-off-Premium</b>
EUR 500,-	<b>EUR 75,-</b>
EUR 1.000,-	<b>EUR 90,-</b>
EUR 1.500,-	<b>EUR 135,-</b>
EUR 2.000,-	<b>EUR 175,-</b>
EUR 3.000,-	<b>EUR 260,-</b>
EUR 4.000,-	<b>EUR 345,-</b>
EUR 5.000,-	<b>EUR 430,-</b>

**incl. DINGHY**

**additional premium**

**+ EUR 20,-**

**Deposits up to 10.000 EURO available.**  
Please give us a call.

# Important information regarding payment of premiums

## GET INSURED THIS EASILY:

Please pay the premium for the chosen cover (see the table on page 29) by using the payment slip to the right. Please ensure that you enter the name and address of the charterer.

The guarantee expires automatically after one month, immediately following the end of the charter.

The guarantee certificate can only be issued if the premium (please make sure bank fees are also paid) and the application form have been received by Hamburger Yacht-Versicherung.

We will send you a guarantee certificate in respect of the insurance of the yacht charter deposit following receipt of the premium and the application form.

**PLEASE PAY SPECIAL ATTENTION: to the following information on completing the transfer slip and /or paying the insurance premium:**

## PAYMENT OF PREMIUMS:

Please use the transfer slip to the right to pay or transfer the insurance premium.

**If you make an online transfer, please enter the exact information in the transfer slip to the right, so that we can identify and process your premium payment.**

You can transfer or pay the premium in cash at banks, savings banks and post offices by using this transfer slip.

If you fill in the details by hand, please use **BLOCK CAPITALS!**

## COMPLETION TIPS:

**Amount:** Please select and enter the appropriate premium from the table on page 29.

**Charterer:** Please enter the name of the charterer here.

**Deposit:** Please enter the amount of the deposit to be lodged here.



**Commencement:** day of start of insurance cover (begin of charter trip).

**Charterer's address:** Please enter the charterer's address (town/city, street) here.

If you make a transfer, please sign the bank transfer form and enter your account number. You may also close this insurance at [www.schomacker.de](http://www.schomacker.de).

**For international (non SEPA-) transfers:** Please make sure to add possible bank fees to the premium. These fees have to be paid by the policy holder.

## IMPORTANT

Make sure to complete and send the application form on page 33.

### **PLEASE NOTE THE FOLLOWING WHEN MAKING A CLAIM**

Upon occurrence of a damage/loss event please inform us immediately by telephone, fax or email. In any event, you are obliged to keep the loss or damage to the minimum level possible, we therefore recommend that you behave as if you were not insured.

In order for us to assist quickly and to carry out the settlement without any complications, we request that you provide us with the following documents as soon as possible following the incident for which you are making a claim:

### **REGARDING SKIPPER'S LIABILITY INSURANCE**

Please send us a written description of the damage/loss event as quickly as possible with the signatures of all persons involved who witnessed the incident. In addition, please request our claim form. Please also send us some proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

Please do not acknowledge any claims made by third parties, instead, always demand a justified explanation from any claimants.

**IN CASE OF DAMAGE PLEASE CONTACT US AT:  
+49 40 - 36 98 49 - 49**

**WHAT TO DO  
IN A CASE OF DAMAGE?**

# How to report a claim

## REGARDING TRAVEL CANCELLATION INSURANCE

1. Copy of the charter contract including terms and conditions as well as crew list.
2. A signed order for payment in case the compensation is not to be paid to the policy holder (a form is available from us).
3. Medical report (please use the questionnaire which we will provide to you if you make a claim).
4. A cancellation invoice from the charter company, if appropriate.
5. Written confirmation from the skipper/ policy holder that no replacement was found for the person prevented from going on the trip, or a written confirmation from the charter company that subsequent chartering out of the yacht could not be achieved.
6. Receipt for the paid charter fee.
7. Receipt for the paid charter portion, if appropriate.
8. Account number and bank details.
9. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

## REGARDING THE INSOLVENCY CLAUSE

1. Copy of the charter contract.
2. Proof of insolvency or bankruptcy.
3. Written confirmation from the charter company that no appropriate vessel could be provided.
4. Account number and bank details.
5. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).
6. Receipt for the paid charter fee.

## REGARDING GUARANTEE INSURANCE FOR CHARTER DEPOSITS

1. Damage has to be reported to us by mail, fax or post at the latest one month after ending the charter trip.
2. Original copy of the guarantee certificate.
3. Copies of the charter contract incl. charter terms and conditions as well as crew list.
4. Receipt for the deposit lodged (original receipt).
5. Receipt for the paid charter fee.
6. Copy of the prescribed boating licence for the navigated area.

7. Settlement note made out by the charter company regarding the retained amount, from which it must be clear why the deposit was retained. Please check the amount and sign off the correct account.
8. Notification as to who was acting as skipper.
9. Detailed description of the loss/damage event, which is signed by the skipper and all crew members.
10. In case of theft/theft of dinghy a copy of the police protocol.
11. Account number and bank details.
12. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).

## REGARDING SKIPPER'S PASSENGER ACCIDENT INSURANCE

1. Notification of loss (form available at Hamburger Yacht-Versicherung).
2. Proof of payment of the premium (receipted payment slip and/or bank statement with debit entry).



# General Information/Right of Withdrawal

The insurer for the Extended Skipper's Liability Insurance, the Travel Cancellation Insurance, and the Insolvency Insurance is Alte Leipziger Versicherung AG. The insurer for the Guarantee Insurance for Charter Deposits is R+V Versicherung. The insurer for the Skipper's Passenger Accident Insurance is Generali Versicherung AG.

As regards the Skipper Liability Insurance, the Travel Cancellation Insurance, the Insolvency Insurance, and the Skipper's Passenger Accident Insurance, Hamburger Yacht-Versicherung Schomacker Versicherungsmakler GmbH signs per pro.

A separate insurance certificate will not be issued for the Skipper's Liability insurance, the Travel Cancellation Insurance, the Insolvency Insurance, and the Skipper's Passenger Accident Insurance.

You will find the relevant Special Terms and Conditions of Insurance in this brochure. We are happy to provide you with the General Terms and Conditions of Liability Insurance ("AHB") and the General Terms and Condi-

tions of Accident Insurance ("AUB 88" 2008 version) upon request, and/or you can find these at [www.schomacker.de](http://www.schomacker.de). Insofar as is permitted by law, this agreement is governed by German law.

All premiums include tax. The maximum duration of the agreement is stated with each offer and commences on the date indicated, at the earliest however upon receipt of payment. The premium depends on the offer(s) selected. The premium is due immediately upon conclusion of the insurance agreement. The address of the regulatory authority which you may contact in the case of complaints is: Bundesanstalt für Finanzdienstleistungsaufsicht, Bereich Versicherungen, Graurheindorfer Straße 108, D-53117 Bonn.

## RIGHT OF WITHDRAWAL

The customer may revoke his/her contractual statement (payment) in respect of the Skipper's Liability Insurance, the Guarantee Insurance for Charter Deposits, and the Skipper's Passenger Accident Insurance in writing within 2 weeks without stating any reasons, provided

that the trip has not yet commenced (inception date of the insurance). This does not apply to the Travel Cancellation Insurance and the Insolvency Insurance, as here insurance cover is immediate.

The term for executing the right of withdrawal commences upon receipt of the payment in the account of Hamburger Yacht-Versicherung. The timely dispatch of the revocation is sufficient in order to comply with the relevant time limit.

## The revocation should be directed to:

Hamburger Yacht-Versicherung  
Schomacker Versicherungsmakler GmbH  
Katharinenhof/Zippelhaus 2  
D-20457 Hamburg

Tel. +49 (0) 40 - 36 98 49 - 49

Fax +49 (0) 40 - 36 98 49 - 11

