



**PAUL L'ORTYE**  
YACHTVERZEKERINGEN

# Policy wording

**PLV101**

# PAUL L'ORTYE YACHTVERZEKERINGEN

## CONDITIONS YACHT INSURANCE

### PLV101E

#### GENERAL CONDITIONS

##### Article 1. Definitions and Explanation of concepts

Within these Conditions, the following definitions apply:

- a. **Insurance company**  
The insurance company that is mentioned in the policy, and hereinafter also referred to as "insurer", "we", "our" or "ours";
- b. **Insurance Policy Holder**  
The party that has concluded and taken out the insurance and at the same time is (co)owner of the vessel, hereinafter also referred to as "you" or "your", as well as co-habiting spouse or partner of the (co)owner;
- c. **Insured Party**  
The insured party, the user authorised by the policy holder, and the persons conveyed by means of the vessel;
- d. **Written**  
By letter or card as well as by fax or e-mail. If we send you a message it will be sent to the last known address;
- e. **Vessel**  
The vessel that is listed on the policy, destined and suitable for private use, inclusive of the standard equipment and pertinent accessories. The term vessel does not include a houseboat or similar vessel for habitation;
- f. **Standard Equipment and Accessories**  
All objects, articles, and items that conform to their nature and/or utilization are to be permanently used to serve the operation of the vessel, therein included, but not limited to, navigational instruments, mariphones, reserve accessory parts, and tools and materials. The contents of the vessel are not included under this heading;
- g. **Contents**  
All movable goods and items and articles that conform to their nature or utilization are used, either wholly or partially, to assist in the household activities on board of the vessel, including therein your personal possessions;  
The following items: furs, prostheses, art objects, antiques, collections, and portable communication apparatus are not understood under the term contents;
- h. **Dinghy**  
The dinghy that is mentioned in the policy, maybe including the accompanying outboard motor that is ferried permanently along with the vessel;
- i. **Motor**  
The original (outboard) motor, on the policy, is meant to deliver the propulsion force for the vessel, including accessories such as:
  - 1. the engine with reverse mechanism;
  - 2. the drive train, consisting of: propeller axle, propeller axle coupling and screw;
  - 3. the cooling system in so far as it is attached to, on, or in the engine
  - 4. the instrument panel with accompanying wiring and cabling;By an original (outboard) motor is meant: a newly delivered and by the manufacturer or the supplier/dealer of boats/engines built-in propellant installation. Included in this is also an engine with the so-called universal bloc that has been reconstructed by a manufacturer/dealer into a boat engine;
- j. **Trailer**  
The trailer device that is named in the policy, suited and designed to be used for the transport of the vessel on the public road network;
- k. **Incident**  
An occurrence or a series of related occurrences that may result in a claim for damage compensation, and of which you, the insured and/or the beneficiary as well as for us at closing the agreement was uncertain that from that damage could have arisen out of a normal course of circumstances;
- l. **Nuclear Reactions**  
Nuclear reactions that release energy such as nuclear fusion, nuclear fission, artificially contrived and natural radio-activity;
- m. **Salvage Charges**  
Costs of measures which are reasonably ordered to prevent an imminent incident or to limit damage of one that will affect you, an insured person or someone on behalf of you. Damage to objects that are used in these measures is also salvaging costs;
- n. **Clearing Costs**  
Costs for destruction, holds and removing insured the objects.

##### Article 2. Insurance Basis

The basis for the insurance is formulated by the data provided by you and the policy we have submitted to you.

##### Article 3. General and special Conditions

Where the Special Conditions are non-conform to the General Conditions, the clauses in the Special Conditions shall take preference, with the exception of article 24.

##### Article 4. Duration of the insurance

The insurance policy is initially entered into until the contracted expiry date. Subsequently, the insurance policy shall, by tacit consent, be renewed each time for the period as indicated by you on the application for this insurance coverage.

##### Article 5. Commencement of the insurance coverage and reflection time

- 5.1 The insurance coverage shall go into effect on the date as indicated on the policy, at 00.00 unless otherwise agreed upon.
- 5.2 commencement of the insurance coverage you have a reflection period of 14 calendar days – commencing on receipt of the policy book.

##### Article 6. Termination of the insurance policy and suspension of the coverage

- 6.1. **You may cancel the insurance policy in writing:**
  - a. at the latest 2 months before the contract expires;
  - b. up to 2 months after we have committed ourselves to a definite standpoint with respect to a damage/loss claim. The insurance terminates on the date in the cancellation letter;
  - c. within 15 days of an increase in premium and or change of conditions.
- 6.2. We can cancel the policy in writing:

- a. at the latest 2 months before the contract expires;
  - b. up to 2 months after we have committed ourselves to a definite standpoint with respect to a damage/loss claim.
  - c. if your contractual obligations are not met;
  - d. after observation of non compliance with the communication duty at the opening of the insurance and thereby having acted on purpose to mislead us otherwise we with knowledge of real state would not have opened an insurance policy;
  - e. The insurance finishes in accordance with b through to d in the date in the cancellation letter;
- 6.3. Automatic termination of the policy:**
- a. at the moment of (technical) total loss of the vessel;
  - b. at the moment of transfer of ownership title, unless the policy holder retains possession of another vessel and requests a transfer of documents that is in turn accepted by us;
  - c. upon the death of the policy holder, as of the moment that the heirs cease to have an interest in the vessel, but at the latest 9 months after the notification of the death of the policy holder.
  - d. If you permanently move abroad.
- 6.4. Suspension**  
You can only request the suspension of the insurance in case of sale, theft, or total loss of the vessel, in which case the insurance coverage will be suspended and the eventually unused portion of the premium shall be held in reserve. The insurance policy shall subsequently be terminated automatically after the insurance has remained suspended for a period of three years.
- 6.5. Restitution of the premium**  
At interim suspension of the insurance we grant refund of premium under calculation of costs. We grant no refund if:
- a. compensation has been paid based on total loss.
  - b. has been cancelled due to an attempt to mislead us.

##### Article 7. Modification of premium and conditions.

We reserve the right to modify the premium and/or the conditions collectively or individually. Such a modification shall go into effect for each and every pertinent module to which it is applicable, on the date as established by us. You are entitled to refuse the modification up to the maximum of 30 days following our written notification of the fact. In the event that you wish to appeal to this right, the insurance will terminate on the date as mentioned in the notification. In case you do not wish to avail yourself of this right, you will be deemed to have accepted to modification as notified.

##### Article 8. Payment of the premium

###### 8.1. First Premium

Under the first premium it is understood the premium which you are charged as from the commencing date of the insurance. This is also understood as the costs and insurance tax.

- a. You must pay the first premium in advance. If you have not paid the first premium within 14 calendar days after reception of the policy document there will be an immediate cessation of cover - from the original cover date - without a notice of default.
- b. If we decide to still collect the first premium articles 8.2.b, 8.2.e en 8.2.f are applicable

###### 8.2. Supplementary Premium

The term supplementary premium is understood as the premium after the first premium due on the premium date inclusive of all premiums related to changes made in the mean time. Among these are also the costs and assurance taxes

- a. You must pay the supplementary premium in advance. The supplementary must be paid within 15 calendar days of receiving the policy document.
- b. Should we be obliged to obtain owed payments via the courts you will be responsible for any additional cost incurred.
- c. Should you refuse to pay the supplementary premium or the additional costs there will be no more cover.
- d. If the supplement or additional costs are not paid on time cover will not be provided in the event of an incident fifteen days after we have reminded you of the consequences of not paying that payment is not received.
- e. You remain obliged to fulfil the supplementary premium and additional costs.
- f. Cover is returned 1 day after all outstanding payments have been accepted. Incidents occurring during the period that cover had expired remain excluded.

##### Article 9. Notification

Notifications that we send to you and/or to the insured party/parties, shall be sent validly to the last address that is known to us.

##### Article 10. Obligations in case of a claim

You and the insured party/parties have the following obligations:

- a. to inform us as soon as possible after you have been notified of a loss or damage.
  - b. to limit or restrict the loss or damage as much as possible and to follow the directives that we may give you, or the directives of the expert assessor that has been appointed by us;
  - c. to give us your full cooperation and to refrain from all action that could or might be contrary and detrimental to our interests;
  - d. to submit to us as soon as possible and without any delay all data and documents such as, for instance, liability claims (also by e-mail) and summonses;
  - e. in case of loss, as well as in the case of breaking and entering, theft, robbery, vandalism, disturbances, or any other offences punishable by law, to immediately contact the police and to send us the police report of the incident;
  - f. to refrain from any engagement, statement, or action contrary and detrimental to our interests;
  - g. to first consult with our offices before you make arrangements to have the damaged goods repaired or the remnants thereof destroyed and/or discarded;
  - h. and/or keep part with it;
  - i. to demonstrate evidence of the damage or to make it admissible as such;
- Every right to compensation is removed by non compliance with these obligations and with any attempt to mislead us.

**Article 11. Non compliance with your obligations**

In the event that you and/or the insured party/parties fails to remain in compliance with the obligations imposed by our company, this may lead to the reduction of damage indemnification to you.

**Article 12. Damage Assessment**

- 12.1** The damage and costs caused by an incident that is insured under our policy can be established as follows:
- by mutual consultation;
  - by an expert assessor appointed by us;
  - an expert assessor that is appointed by yourself. The two assessors shall subsequently designate a third assessor (arbiter) in the event that they differ in their findings and evaluations. This third assessor shall in those cases where both the other assessors differ in their opinion offer advice that shall be binding on the parties, provided that such advice remain within the limits of the damage claims presented by the two assessors, and within the facts as pertinent to the event.
- 12.2** We shall assume the costs of the assessment by the expert assessor that was appointed by us. You will remain responsible for the expenses of the assessor designated by yourself. The expenses of the third assessor (arbiter) that was designated in joint action will be born by both parties, each for one half of the costs.
- 12.3** The damage claim established by the assessor(s) may be reviewed in case you or we can demonstrate that
- account was taken of incorrect data;
  - there are errors in the calculations

**Article 13. Indemnification**

Payment of the indemnification will be made by us within 30 days after receipt of all necessary information on the ground of which we are enabled to conclude that there is question of an occurrence that falls under the present insurance policy and liability guarantees, our obligations to pay the claim, and we are in possession of the figures on the extent of the damage as it was determined. In the event that the damage pertains to theft or a misappropriation of the entire vessel, or the entire outboard motor, there shall be a waiting period of 30 days, counted as of the day of notification of the incident to us.

**Article 14. Expiration of time limit**

The legal statutes of limitation apply (7: 942 Civil Code). A claim becomes expired 6 months after we have rejected them in a registered letter.

**Article 15. Other Insurance**

Should you and/or the insured party/parties, if this insurance policy were not in existence, be able to have recourse to compensation on the grounds of any other agreement or insurance contract, whether or not of an earlier date, or on the grounds of any law or other regulation, this present insurance policy can only be appealed to for payment in the last instance, regardless of whether, in actual fact, compensation is received "from elsewhere

**Article 16. Validity range and scope**

**16.1 Fixed berth and winter storage**  
The present insurance coverage is solely valid if the vessel maintains a fixed berth in the region as indicated on the policy and if the eventually applicable surcharge for this has been paid. Depending on the area of the chosen navigation area, damage to the vessel when in winter storage shall be insured only conform to the limits of this navigation area.

**16.2 Navigation area "European inland waterways"**  
If it is noted on the policy that the navigation area covers "European inland waterways", the insurance shall be in force for the navigation and presence of the vessel on these inland waterways and on the sea up to 10 sea miles from the coast of the European countries, inclusive of the Netherlands.  
Staying longer than six months in success outside of the Netherlands, Belgium and Germany is not insured, unless the vessel has a fixed berth in a secured marina and paid the surcharge.

**16.3 Navigation area "European Seas"**  
If it is noted on the policy that the navigation area covers the "European seas", in addition to article 16.2, the insurance shall be in force for the navigation and the presence of the vessel on the European seas as stated, provided the applicable surcharge has been paid and the vessel remains within the following limits:

- 73 degrees north latitude
- 24 degrees north latitude
- 30 degrees west longitude
- 30 degrees east longitude.

**16.4 Navigation Area "Caribbean seas"**

- If it states on the policy "Caribbean area, the insurance is effective for the journey to and the stay on the Caribbean seas, subject to the applicable surcharge being paid and within the following limits: 73o NB en 10o NB en 90o WL en 35o OL.
- During the journey there must be at least two crew members with sufficiently perceptible nautical experience on board the insured vessel.
- The insurance offers no cover for loss or damage to the vessel caused by the named storms or hurricanes in the categories 1to 5 of the Saffir Simpson Scale (Hurricanes) during the period of 1 July to 31 October of each year, in the areas: between 35o NB and 13o NB and 90o WL and 55o WL
- Art. 4.e of the special conditions for basic and extended hull is excluded from the cover.
- Berthing abroad is only covered if the vessel has a fixed berth in a secured marina.

**16.5 Navigation Area "World"**

- If the policy states the navigation area is the "World", the insurance shall be in force for the navigation and the presence of the vessel worldwide, providing the applicable surcharge has been paid.
- During the journey there must be at least two crew members with sufficiently perceptible nautical experience on board the insured vessel.
- The insurance offers no cover for loss or damage to the vessel caused by the named storms or hurricanes in the categories 1to 5 of the Saffir Simpson Scale (Hurricanes) during the period of 1 July to 31 October of each year, in the areas between 35o NB and 13o NB and 110o WL and 55o WL, between 45o NB and 7o NB and 150o OL and 98o OL;
- Art. 4.e of the special conditions for basic and extended hull is excluded from the cover.
- Berthing abroad is only covered if the vessel has a fixed berth in a secured marina.

**Article 17. Notification of Risk Change**

It is incumbent on you to inform us immediately, and in writing, of any changes to the vessel or its navigation area, winter storage, and/or berthing, or of circumstances and conditions of increased hazards and dangers, following which we shall be entitled to adapt the premium(reduction) and/or the conditions as of the date of the change.

**Article 18. Rate**

**18.1** On the basis of the claim's history, premium reductions or premium surcharges will be in effect as stated in the following tables.

The no-claim scale has been worked out as follows:

Number of Claim Free years	2	1	0	1	2	3	4	5	6
Reduction/Surcharge	+20%	+10%	0%	10%	20%	30%	40%	40%	40%

The reduction on the premium for the following year shall be calculated as per the expiry date. This is done on the basis of the following table that relates to all forms of Third Party Liability and Hull coverage.

Claim Free Years	Reduction/Surcharge on the premium	No. of Damage Claims			
		No Damage Claim	1 Damage Claim	2 Damage Claims	3 or more Damage Claims
6	40%	40%	40%*	20%	0%
5	40%	40%	30%	10%	+10%
4	40%	40%	20%	0%	+20%
3	30%	40%	10%	+10%	+20%
2	20%	30%	0%	+20%	+20%
1	10%	20%	+10%	+20%	+20%
0	0%	10%	+20%	+20%	+20%
-1	+10%	0%	+20%	+20%	+20%
-2	+20%	+10%	+20%	+20%	+20%

\* 4 years no claims

- 18.2** A policy year is considered claim free if:
- we have not paid out any indemnification;
  - we have been successful in recovering the indemnification paid out by us *in toto*;
  - the indemnification pertains only to the costs of salvaging and the clean-up costs;
  - the indemnification pertains only to the contents of the vessel, the dinghy, the outboard engine on the dinghy and/or the trailer.

**Article 19. General Exclusions**

- Excluded from the insurance coverage are:
- Consent / Intent / recklessness**  
1. that with consent of you and/or insured parties and or other interested parties has been caused or has worsened;
  - That is caused or made worse intentionally, if not known recklessness, then well known responsibility of you and/or insured parties and or other interested parties. The term insured takes into account the spouse, registered partner, children and housemates where it is significant whether (s)he is jointly insured by virtue of the policy conditions.
  - Non-compliance with obligations**  
No rights from this policy are considered valid where you and/or insured people do not keep to the obligations set out by us and as a result damage, our interests.
  - Molestation**  
Any claim that has been caused by or happened as a result of armed conflict, civil war, rebellion, domestic disturbances, riots and mutiny of or by members of the armed forces (see also article 24 of these General Conditions);
  - Atomic Reactions**  
A claim that is caused by, occurred through, or is the result of, nuclear reactions, irrespective of their cause
  - Earthquake and/or volcanic eruptions**  
A claim that is caused by an earthquake or a volcanic eruption. The exclusion clause is not applicable to the Special Conditions regarding Accident Crew and Passengers Insurance;
  - Racing**  
Participation in or making preparations for participation in races with motorized vessels; unless it is a water skiing competition,
  - Absence of a Boatmaster's Certificate**  
Operating the vessel while the master in charge is not in possession of a valid Boatmaster's Certificate that has been issued for the vessel in question;
  - Rental / charter**  
The use of the vessel for hire and transport of goods for a fee;
  - Berthing outside of Europe**  
A claim while the vessel is berthed outside of Europe or outside of an insured docking berth / winter storage.
  - Soporific agents**  
Being under the influence of alcoholic beverages or any kind of narcotics or stimulants, the use whereof prohibits the operation of the vessel, by law or by order of the authorities.
  - Speeding and/or Ignoring a navigation ban**  
where the speed limit set by the authorities is exceeded or a navigation ban is ignored.

**Article 20. Special Exclusions speedboats**

- Complementary to the exclusions listed in Article 19, with respect to speed boats, the following are further excluded from the guarantee:
- damage or injury inflicted to persons or persons on an object that is pulled by the speed boat;
  - damage or injury inflicted by persons or persons on an object that is pulled by the speedboat, unless caused through an error by the driver of the speedboat;
  - participation in races or in the preparation thereof, unless it concerns waterskiing competitions;

**Article 21. (Re) inspection**

We reserve the right during the duration of the insurance term to have the insured assets inspected and to impose on the grounds of this inspection further insurance conditions or terminate the insurance policy. The change or termination shall go into effect as of the moment of notification given by us to you.

**Article 22. Complaints and Disputes**

Dutch law is applicable to the insurance policy. In case of complaints and/or disputes that relate to the intermediation, implementation, or execution of this agreement, kindly address yourself to the directorate of the insurer. If you find the response from the directorate unsatisfactory, you may address yourself to the Institute for Insurance Complaints Foundation, PO Box 93560, 2509 AN The Hague. This institute may pronounce a non-binding recommendation to the parties.

In the event that you do not wish to take recourse to this complaints procedure, or you find that the processing or the outcome thereof is not satisfactory to you, you can submit your complaint to the competent court.

**Article 23. Registration of Personal Data**

On your application for this insurance, you will be asked to provide personal data. These data are to be used internally by the insurer. In the acceptance procedure of the application, the execution of an insurance agreement, relations management, and in order to prevent fraud. We may also use this information to inform you about products and services relevant to you. If you do not wish to receive information about our other products and services, you may advise the insurer as mentioned on the policy.

## Article 24. Coverage Against Terrorism

In deviation from, and in addition to, what has been provided elsewhere in these conditions about insured risks, insured amounts, and damage claim processing, the following regulations are applicable to the risk of terrorism. Form claims as a result of terrorism, malicious contamination and/or preventative measures and the operations and preparation thereof, hereafter be known as the "terrorism risk" has limited cover as described the clause book of the Dutch Terrorism Risk Reinsurance Company (NHT)  
The deviation of claims is in accordance with the protocol deviation from the Dutch Terrorism Risk Reinsurance Company (NHT)  
The clauses sheet terrorism cover and the associated protocol deviation claim of the Dutch Terrorism Risk Reinsurance Company (NHT) was filed with the Amsterdam district court 12 June 2003 under the number 78/2003 and 79/2003. (This text is available on the site: [www.terrorismeverzekerd.nl](http://www.terrorismeverzekerd.nl)).

### Special Conditions Liability

These conditions are applicable, together with the General Conditions for the Water Sport Insurance, with the proviso that it be so stated in the insurance policy.

Insured amounts	
<b>Legal liability BASIS.</b> Maximum insured amount per claim	€ 1.600.000,-
<b>Legal liability EXTENDED.</b> Maximum insured amount per claim	€ 7.500.000,-

#### Article 1. Insured:

- 1.1 The legal liability of the insured party occasioned with or by the vessel. The insured amount listed on the policy is valid for all insured parties combined.
- 1.2 In the event that statutory provisions limit the liability to a lower amount than the insured amount, indemnification shall be paid up to the statutorily allowable maximum limit.
- 1.3 The insurance shall also be in effect for claims caused by:
- during participation in competitions, with the exception of speedboat racing, sailing trips, or other water sport events;
  - during the act of towing, being towed, and providing assistance;
  - during the transport (including loading and unloading) over land or over water;
  - during storage on dry land, including there the hauling the vessel onto dry land and re-launching it into the water;
  - during overhauling, docking, repairing, dry-docking, and all other related operations and activities.
- 1.4 The insurance is also in effect with respect to salvage costs, the costs of berthing and clean-up in case berthing and clean-up is ordered by the public authorities.

#### Article 2. Claim assessment and settlement

We charge ourselves with the regulation and determination of damage. We have the right directly to compensate disadvantaged and make arrangements with them on how to proceed. Thereby remaining in accordance article 7:954 of the Civil Code.  
We work in your interests in the working out of claims. By means of this insurance contract you give us irrevocable authorisation to carry out the aforementioned things in your name.

#### Article 3. Indemnification

Indemnification as mentioned in article 1 shall be paid out per claim up to the maximum insured sum listed in the policy. Also compensated shall be:  
Eventual costs incurred above the insured amount, if paid with our approval and consent, for:

- civil and criminal procedures
- survey by the claims assessor;
- defence against groundless claims.

#### Article 4. Security Deposit

In case a public administration abroad requires a security bond in guarantee of the rights of the disadvantaged parties for the release of an attachment of the vessel, this guarantee shall be provided per occurrence, up to the maximum amount of Euro 50.000,-. We shall only be held liable for this in case you can exercise rights under the insurance policy. It shall be incumbent on you to authorize us to recover the security deposit as soon as it is released. You are at the same time obligated to cooperate with us in order to recover the reimbursement.

#### Article 5. Excluded from coverage

- 5.1 liability for personal injury that you suffered or injury to the party with whom you are permanently cohabiting in family relationship;
- 5.2 the liability of those parties that have not been authorized by you to make use of the vessel;
- 5.3 damage to possessions of the master that are under his command or are transported on the vessel;
- 5.4 damage caused by the transportation of the vessel on a trailer attached to and pulled by a motor vehicle.
- 5.5 liability for damage to property on board the vessel therein charged or discharged.
- 5.6 Participation in competitions or meetings for preparation with speedboats

### SPECIAL CONDITIONS BASIC- and EXTENDED HULL

These Conditions are applicable, together with the General Conditions for the Water Sport Insurance, with the proviso that it be so stated in the insurance policy.

#### Article 1. Definitions

In these Conditions, the following is meant by:

- Jewellery**  
Jewellery and other objects made of, of precious metals, gemstones, pearls, and watches.
- Precipitation**  
Water, rain or melting water, hail and snow.
- Inherent defect**  
By inherent defect is meant an inferior characteristic or condition of the materials, such as is not customarily present and should not be present in material of the same type and quality;
- Fire**  
A fire caused by burning and accompanied by flames outside of a fireplace and capable of spreading without outside intervention. For such reason, the following are not classified as a fire:
  - the burning-out of electrical apparatus and devices and engines;;
  - singing, scorching, melt-down, and charring
- Lightning Damage / Induction**  
Optically visible traces of an electrical discharge, including the consequences of a lightning bolt strike by lightning discharge;
- Breaking and Entering**  
To force entry without permission through breaking and entering, resulting in visible damage of barriers such as doors, shutters, windows, and roofs;
- Fraudulent acquisition

To take possession of a good that was acquired other than by a felony.:

- Vandalism**  
Causing deliberate damage to or destruction of the vessel;
- Disturbances and riots**  
Organized brief disturbances and incidental commitment of violent acts;
- Joy Sailing**  
The unauthorized use of the vessel without intent or intention to take possession thereof;
- Explosion**  
A brief, violent emission of gasses or vapours whereby the following conditions are, or must be, present: when the explosion originated inside a container, the wall of the container, placed under pressure of the gasses or vapours inside, will display an opening. Through the opening, the pressure inside and outside will suddenly become equalized. It is of no import how the gasses developed inside the contained and whether they were already present before the explosion or developed during it. If this is not the case, or if the explosion occurred outside of the container, the explosion must in that case have been the immediate and direct consequence of gasses or vapours that were developed as a result of a chemical reaction of solid, liquid, gaseous or vaporised substances, or of a mixture thereof, or were brought to expansion.
- Storm**  
A wind velocity of at least 14 meters per second (Wind force 7);
- Acquisition cost**  
The price of the vessel evidenced by means of the original purchase invoice, inclusive of equipment and accessories;
- Actual Value**  
The current actual value of the vessel, being the amount required for the acquisition of the same type of vessel, of similar quality, maintenance condition, and age.
- Deck Cargo**  
vessel is transported on board and/or on the deck of a another vessel. A vessel on a trailer on another vessel is not considered as deck cargo.
- Repair Day**  
A day of at least 8 hours where repair work will be carried out

Article 2 Insured amounts and insured parts	Basic	Extended
All objects as mentioned in the policy are insured to the maximum of the insured sum as listed and a result of claims as defined in art.3 of these Special Conditions	Yes	Yes

Article 3. What is insured	Basic	Extended
The insurance covers the damage to the vessel caused by:		
a. Fire, auto-fire extinguishing	Yes	Yes
b. Lightning strike/induction Damage as a result of a lightning strike in consequence of a lightning bolt in consequence of lightning discharge and induction	Yes	Yes
c. Overloading of the electrical network, irrespective of the cause	No	Yes
d. Explosion	Yes	Yes
e. Storm	Yes	Yes
Breaking and entering – or an attempt to do so. You need to show evidence of traces of a break in.	Yes Yes	Yes No
g. Theft You need to show evidence of traces of a break in.	Yes Yes	Yes No
h. Precipitation Damage as a result of water coming in through open windows doors or hatches.	No	Yes
i. Fraudulent acquisition and Joy-Sailing	No	Yes
j. Vandalism You need to show evidence of traces of a break in	Yes Yes	Yes No
k. Disturbances and riots	No	Yes
l. Frost Damage as a result of frost. This damage is only insured if you can demonstrate that the 'winterizing' of the vessel was carried out by a professional company	No	Yes
m. All other sudden damage cases originating from the outside	Yes	Yes
n. Inherent Defect An inherent defect of the vessel is insured. Damage to a newly installed original ship's engine because of an inherent defect is insured for a period of 10 years, to be counted as of the taking into service of the engine or after the engine has been overhauled by a professional restoration firm. The overhaul needs to be demonstrated by means of original detailed invoices. For outboard motors (also in a well) the time is limited to 3 years.	No	Yes
o. Consequences of inherent defects are covered.	Yes	Yes
p. Transport Damage resulting from transport within the navigation area over the public roads or over water, with the exception of transport as deck cargo.	Yes	Yes
q. Construction Error Claims arising from a construction error in the vessel.	No	Yes
The consequences of an incident arising out of a construction error.	Yes	Yes

Article 4. Extra insurance provided for	Basis	Extended
Aside from consequential damage of one of the claims mentioned in article 3, we shall further indemnify beyond the insured amount:	Yes	Yes
a. <b>Salvage Costs</b> The salvage costs are covered to a maximum of one times the insured amount.	Yes	Yes
b. <b>Storage and Clean-Up</b> After advance approval from the insurer the raising and clean up costs will be compensated as Total	Yes	Yes

loss in the event that the authorities order the clearing of the vessel		
<b>c. Assistance</b> Above the insured amount, the extra costs for assistance, security, and repatriation are insured. In the event of exclusive assistance there is no-claim regression.	Yes	Yes
<b>1. Coverage</b> Insured are the costs of repatriation to the Netherlands if the vessel and/or the co-insured trailer (not the tractor vehicle) as a result of a claim cannot under its/their own power return to the Netherlands, if and in so far as: a) the vessel and/or the trailer cannot be repaired within 15 days b) the master is indisposed or an indispensable crew member, as a result of accident or illness, has not recovered sufficiently within 15 days following the notification of the incident to the insurer, and in the event that the crew member cannot be replaced by anyone else amongst the co-travellers.	Yes	Yes
<b>2. Area of Coverage</b> The coverage for the cost mentioned in 4a en 4b is enforced for the navigation areas as noted in the policy. The cover for the costs mentioned in 4c is enforced in Europe. This is understood as the European continent, European waters and the European seas 10 miles (incl.) from the coast.	Yes	Yes
<b>3. Forwarding of replacement parts</b> If repair works can be performed, the costs of forwarding replacement parts from the Netherlands as a result of a claim up to a maximum of Euro 500,- per claim are insured. This clause is in force only in the eventuality that the needed parts cannot be secured on location within a reasonable delay.	Yes	Yes
<b>4. Towing service in the Netherlands</b> The costs of transportation on water to the nearest repair shop in the Netherlands as a result of a claim are insured up to maximum of Euro 1.000,- per incident.	Yes	Yes
<b>5. Import or destruction</b> The costs of the importing or destruction of the vessel and/or the trailer in the event that as a result of a claim the vessel and/or the trailer are judged to be a total loss, technically or economically..	Yes	Yes
<b>6. SOS Hotline</b> It is incumbent on you, in all instances that require outside assistance, to take direct contact with the Europeesche Hotline: Telephone: 00 31 (0)20 65 15 777 Any costs incurred without the prior approval of SOS Hotline shall not be compensated.	Yes	Yes
<b>d. Contents</b> Per claim, up to 30% of the insured amount of damage to the contents of the vessel is insured as a result of a claim as described in article 3 of these Special Conditions, taking into account the separate maximum amounts as outlined below. In the event of damage is a no claims discount possible <b>On board of the vessel:</b> <b>Bicycles up to a maximum of</b> <b>Jewellery up to a maximum of</b> <b>Cash and monetary effects up to a maximum of</b> <b>Audio and audio-visual apparatus, including peripheral apparatus that is not part of the standard equipment of the vessel up to a maximum of</b> <b>Computer and image-carrying computer apparatus, including peripheral apparatus that is not part of the standard equipment of the vessel up to a maximum of</b>	Yes 15%  Yes Yes No No 250,-  No	Yes 30%  No Yes 500,- 500,- 500,-  1.000,-
<b>e. Replacement vessel / vacation home</b> 1. The costs for renting a replacement vessel or a vacation home in order to be able to start a planned vacation period or to continue it in the event that the vessel as a result of a claim during the period of 30 days prior to the vacation until and including the end of the said vacation period should be lost for use or should be damaged to such an extent that it can no longer be used for vacationing purposes. The compensation shall not exceed €350 per day case. This is only valid in instances where the vessel is used for overnight use and as a vacation place. 2. If you are not making use of a replacement vessel / vacation place as meant under 1. above, you can claim a compensation for the non-used vacation days up to a maximum of Euro 50,- per day and to a maximum of Euro 750,- per claim. The maximum amounts stated in this paragraph are applicable to all insured parties combined.	No	Yes
<b>f. Emergency Measures</b> The costs of emergency measures to be carried out as stipulated by the public authorities, or deemed necessary by the expert assessor of the insurer, shall be compensated up to a maximum of 10% of the insured amount.	Yes	Yes

<b>Article 5. Limited Insurance</b>	<b>Basic</b>	<b>Extended</b>
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If the stipulation "under construction/alterations" is mentioned on the policy, the following additional conditions apply:	Yes	Yes
<b>5.1 Under construction and Alterations</b> During the period that the vessel is under construction or alterations to it are taking place, the vessel is only insured on the construction wharf and for materials that are destined to become parts of the vessel and situated in a location near or at the construction wharf. By materials is meant base materials, completed manufactured goods and semi-finished manufactured goods, the power plant, and the equipment; <b>a. Value when completed</b> The value of the vessel in a finished condition, including the costs of design, supervision, and inspection, wages of the insured party on the basis of the labour costs that would be charged by the building wharf if the latter completed/built the vessel. This value will be used as the insured amount. <b>b. Test sailing</b> During the period that the vessel is under construction or alterations to it are taking place, the insurance guarantee remains in force for the duration of the test sailing, including eventual transport of the vessel from the construction wharf to the launching site into the water and the return trip. The test sailing is exclusive for trips on inland waterways and on the sea up to 10 sea miles from the Dutch coast and for no longer than 24 hours consecutively. <b>c. Insurance is provided</b> 1. against damage to the vessel and the materials during the construction or alterations period caused by: a. fire, explosion, auto-combustion, and lightning strike (with complete waiver of what is determined on this subject in the Netherlands Civil Code under article 7:951 ); b. theft following breaking and entering, vandalism, and fraudulent acquisition; c. storm. d. any other sudden claim caused by an outside source. 2. following completion during the transport from the construction wharf to the launching site (including the launching), damage to the vessel caused by: a. fire, explosion, auto-combustion, and lightning strike (with complete waiver of what is determined on this subject in the Netherlands Civil Code under article 7:951 ); b. theft following breaking and entering, vandalism, and fraudulent acquisition; c. storm; d. loading and unloading; e. any other sudden claim caused by an outside source. 3. following completion, damage to the vessel during the test sailing caused by: a. storm, shipwreck, capsizing, grounding, sinking, running down, colliding; b. fire, explosion, auto-combustion, and lightning strike (with complete waiver of what is determined on this subject in the Netherlands Civil Code under article 7:951 ); c. theft following breaking and entering, vandalism, and fraudulent acquisition; d. any other sudden claim caused by an outside source. <b>d. No insurance is provided for</b> Damage (other than fire damage) resulting from or consisting of defects or faults in design or construction.	Yes	Yes
<b>5.2 Out of Service</b> In the event that the vessel shall not be used for 3 consecutive months, it shall only be insured against damage as a result of fire, lightning strike, explosion, and storm. This restriction is only in force during the period from March 1 to and including November 1 of every year when the vessel and its accessories and equipment are left behind without supervision, other than in a secured marina or placed in winter storage.	Yes	Yes

<b>Article 6. Not Insured</b>	<b>Basis</b>	<b>Extended</b>
<b>6.1 Big Cities</b> In major urban centres such as Amsterdam, Rotterdam, and Utrecht, within the city limits of these cities, the "Basic Hull" guarantee and the "Extended Hull" guarantee are not in force when the vessel has a permanent berthing place other than a permanent berthing place in a secured marina.	<b>Not Insured</b>	<b>Not Insured</b>
<b>6.2 Dampness and intrusion of humidity</b> Damage caused as a result of dampness concentrations and intrusion of humidity	<b>Not Insured</b>	<b>Not Insured</b>
<b>6.3 Inadequate maintenance</b> Damage caused as a result of bad and inadequate maintenance	<b>Not Insured</b>	<b>Not Insured</b>

6.4 <b>Theft of trailer</b> (Including vessel) Theft of the trailer listed on the policy as well as of the vessel positioned thereon in cases where the trailer was not equipped with both a VIP/TNO approved wheel-locking device and a VIP/TNO approved shaft lock. This exclusion is only in force where the trailer and the vessel placed on it are located in a non-enclosed space..	Not Insured	Not Insured
6.5 <b>Theft of contents</b> Theft of the contents in instances where the contents are not located inside an enclosed space in the vessel	Not Insured	Insured
6.6 <b>Wear and Tear</b> a. damage as a result of normal wear and tear b. consequential damage, in case where the timely replacement of the part affected by wear and tear has, through your neglect, not been made.	Not Insured	Not Insured
6.7 <b>Inherent deterioration</b> Deterioration of quality as a result of natural characteristics and properties proper to the material, such as corrosion and wood rot.	Not Insured	Not Insured
6.8 <b>Frost damage</b> Frost damage if it cannot be demonstrated that the vessel was winterized by a professional outfit.	Not Insured	Not Insured
6.9 <b>Gradually intrusive influences</b> a. damage caused by the intrusive influence of contaminated soil, water, and atmosphere, unless this intrusive influence is caused by a sudden, drastic impact of contamination and you could not reasonably have been expected to take precautionary and preventative measures. b. by the gradual influence of exposure to light and dampness.	Not Insured	Not Insured
6.10 <b>Formation of blisters in the polyester</b> Existing damage or damage resulting from blistering of the polyester, caused by osmosis, and that first reveals itself three years after the vessel has been launched for the first time.	Not Insured	Not Insured
6.11 <b>Reduction of value</b> Damage caused because of a reduction in the value of the vessel, including also colour and gloss discrepancies with repair works to the gel coating, paint coat, lacquer coat, and preservation systems, as well as monetary loss because of the inability to use the insured objects.	Not Insured	Not Insured
6.12 <b>Attachment</b> Damage as a result of attachment by a public authority.	Not Insured	Not Insured
6.13 <b>6.16 Inadequate maintenance</b> Damage as a result of inadequate maintenance to the insured objects on the part of the insured party. This clause is not applicable in cases where the theft risk is not restricted as much as possible by the berth and storage under direct supervision, security of the engine, wheel blocking, the shaft lock on the trailer, and similar aspects.	Not Insured	Not Insured
6.14 <b>Springing leaks with pneumatic dinghies / rubber dinghies</b> Damage as a result of springing a leak other than through the collision with another vessel.	Not Insured	Insured
6.15 <b>Transport</b> Damage as a result of transportation of the vessel as 'deck cargo'.	Not Insured	Not Insured

Article 7. Excess	Basic	Extended
7.1 <b>Standard</b> Per claim there will be a personal deduction taken into account The standard deduction is:	€ 75,-	€ 150,-
7.2 <b>Voluntarily</b> It is possible the excess will be extended. The voluntarily chosen excess is reduced in the event of a settled claim. The excess is noted on the policy.	Yes	Yes
7.3 <b>Obligatory</b> It is possible to extend the standard and voluntary excess. Extra excess obliged by us due to risk increasing circumstances will be deducted from the compensation in the event of a claim	Yes	Yes
7.4 <b>Competitions at sea</b> On the day that the competition takes place at sea, there is an additional compulsory personal risk for measured ships of 2% of the current value of the vessel with a minimum of €250 and a maximum of 2500,- per incident. This risk is only applied to the mast, sails and rigging.	Yes	Yes

Article 8. Claim Settlement	Basic	Extended
8.1 <b>Damage assessment</b> The determination of the extent of the damage as well as the repair costs shall be established conform to article 12 of the General Conditions.	Yes	Yes
8.2 <b>To repair or not to repair</b> You are given the choice whether or not to proceed to the repair of the damage. In case of repair, the costs involved in this shall be established in consultation with an accredited repair firm, on the basis of type, quality, situation, and condition similar to the damaged asset. Should, after the above-mentioned assessment, it be decided not to proceed to repair work or to other repair work of some different type, the compensation shall amount to 70% of the	Yes	Yes

established costs, exclusive of VAT. You will be required to advise us of your choice as soon as possible, but in any event no later than 6 months of the damage case. Should you fail to inform us of your decision within the established term as stated, the damage shall be compensated on the basis of non-repair. This settlement is only applicable to damage cases exceeding € 2.500,-, if there is not a question of total loss.		
8.3 <b>Total loss settlement</b> There is a total loss when the repair costs are higher than the difference between the value of the vessel immediately prior to the damage case, reduced by the value of the eventual remaining parts. a. In the event of total loss, the difference between the value prior to and following the damage case, but never exceeding that amount. Likewise, the replacement costs of the necessary operating documents shall be compensated b. 3-year acquisition value guarantee In case of total loss, during the first 3 years following the date of acquisition of the vessel, the purchase price shall be taken as the real value based on the (original) purchase invoice from a Water Sport firm registered with the Chamber of Commerce. In the event that no (original) purchase invoice as meant in the previous paragraph can be submitted, the acquisition value shall be considered equal to 110% of the actual value, as is to be determined by an independent assessor, immediately prior to the damage case. Compensation shall never exceed the insured amount and shall never be less than the actual value as established by the independent assessor. The compensation shall be reduced by the value of the eventual remaining parts..	Yes	Yes
8.4 .In case the insurance has been agreed upon on the basis of a taxation fixed by an expert assessor, the taxation report shall form part of the insurance agreement in question and the taxation shall vis-à-vis the vessel named in the taxation report have the force of the taxation as meant in article 7:969 of the Civil Code. The taxation is valid for 3 years, counting as of the date of the report. In the event that after the 3-year period no new report has been released, the existing taxation shall remain in force for a period of 6 months.	Yes	Yes
8.5 <b>Contents</b> Damage to the vessels' contents shall be compensated on the basis of new-value insurance up to the maximum of the insured amount. In case of damage to contents, the repair costs shall be compensated. In case of total loss of the contents or parts thereof, and when the current value is less than 40% of the new-value insurance, the current value shall be compensated.	Yes	Yes
8.6 <b>Abandonment</b> You are not entitled to transfer an insured object to the insurer following a damage case. In case of loss, theft, or fraudulent acquisition, it shall, however, be incumbent on you, likewise owner, to assign by deed title to the vessel to the insurer.	Yes	Yes
8.7 <b>Maximum payment</b> Compensation shall never exceed the insured amount. (also see 'Underinsurance')	Yes	Yes
8.8 <b>Entitlement to the benefit</b> Only the policy holder is entitled to receive the benefit. If, on the ground of the regulations as are customary in current judicial matters, we are assumed liable for payment of the benefit to a financier or a (ship)mortgage lender, this payment shall entirely take place into a deposit account (related to repair costs) to be opened by the financier or the (ship)mortgage lender.	Yes	Yes
8.9 <b>Deduction new-for-old</b> The damage compensation shall be carried out under deduction of the assumed improvement new-for-old regulation. This deduction is for the extended coverage only applicable to sails, the running rigging, rescue instruments, pneumatic dinghies / rubber dinghies, deck canopies, and spray-boards. In the case of outboard engines, this deduction is only applicable for such engines if they are older than 36 months.	Yes	No

Article 9. Under Insurance	Basic	Extended
If, in the event of a damage case, it appears that the real value of the vessel exceeds the insured amount, the insured sum shall be increased by maximum 10%. In case of apparent underinsurance, you shall owe a premium that is proportional to the insured amount increased by 10%. This premium shall be deducted from the compensation that is due to you.	No	Yes

Article 10. Pre-deduction VAT	Basic	Extended
If you are entitled to a pre-deduction on the VAT or you do not owe VAT on the compensation paid out to you, the compensation payment shall in that case exclude this tax.	Yes	Yes

**SPECIAL CONDITIONS - Insurance against accidents  
involving the vessel's crew and passengers**

These conditions are applicable, together with the General Conditions for the Water Sports Insurance, with the proviso that it be so stated in the insurance policy.

Insured amount in the event of :	Death	Permanent Invalidity
Per Insured Person	€ 10.000,-	€ 40.000,-
All Insured Parties together	N/A	€ 200.000,-

**Article 1. Definitions 1.1 Insured Party**

The following are considered to be insured:

- a. you;
- b. the crew and passengers.

**1.2 accident**

A sudden physical force, independent, and beyond the control and intention of the insured, impacting violently upon the body, with permanent invalidity or death as a consequence.

**1.3 Permanent Invalidity**

A permanent loss of physical, functional abilities according to the applicable tables of the AMA, NOV and/or NVvN, in nature and location determinable by objective medical norms, in so far as this loss of functionality is the direct and exclusive result of an accident as meant under these Conditions.

**1.4 Beneficiaries**

The insured is the beneficiary of all compensations and benefits. In case of death of the insured party, the compensation shall be paid out to the insured party's legal heirs.

**Article 2. Insured area**

The insurance coverage shall be in effect in the same area that applies to the vessel.

**Article 3. What is covered in the event of an incident.**

**a. Insured amounts**

Per accident, we shall compensate, in the event of death or permanent invalidity, up to the maximum 100% of the insured amount applicable to that instance per insured party. For permanent invalidity, a maximum for all insured parties combined shall be applicable per accident.

**b. Insured Circumstances**

The insurance provides accident coverage during:

- stay on board of the vessel;
- boarding and disembarking ;
- refuelling;
- making emergency repairs to the vessel;

**c. Accidents**

The following are considered accidents:

1. acute poisoning, except where the poisoning is caused by pathogenic agents or by the use of medications, agents of gratification, soporifics, narcotics, or stimulants;
2. contamination by pathogenic agents, provided that this contagion is the exclusive and direct consequence of an involuntary fall into the water or in some other liquid substance, or entry therein for the purpose of rescuing either a person or an animal;
3. the involuntary ingestion from outside of substances or articles, with the exception of pathogenic agents, into the digestive tract, into the respiratory tract, penetration into the eyes or the ears, which can cause immediate harm;
4. the infection of wounds, blood poisoning or tetanus, that is caused by an accident;
5. suffocation, drowning, sunstroke, heat prostration, freezing, burning (when not the result of radiation), acidic damage and electric discharge;
6. exhaustion, starvation, dehydration, and sunburn as a result of a natural disaster;
7. sprains, dislocations, and muscle tears and tearing of ligaments, as a result of which sudden injury is caused;
8. complications and worsening of the injuries caused by an accident as a direct result of the administration of first-aid or medically needed treatment, if such treatment has been performed by a medically competent individual;
9. justified self-defence not instigated by yourself, or in the course of actions to save the life of a person or of an animal;
10. murder, manslaughter, abuse, or attempts thereto, hostage-taking and terrorist acts by non-military personnel, regardless of the means used vis-à-vis the insured;
11. the engagement in water sports as an amateur, included therein the preliminary preparations for and the participation in competitions and contests. Exceptions to this are what is mentioned in article 4. paragraph a, sub 8 and sub 9.

**Article 4. What is not covered**

a. No compensation will be made if the accident that has befallen the insured party is the consequence of or is caused by:

1. an unhealthy and sickly condition habitual to the insured, or a mental or physical abnormality;
  2. an unhealthy and sickly condition that has been caused through infection by pathogenic agents, with the exception of what is meant in article 3, paragraph c, sub 3;
  3. the perpetration of an offence or being an accomplice to it;
  4. consent / intent / recklessness:
    - a. an incident that has been caused or aggravated with your consent and/or the consent of the insured party/parties and/or another party or other parties with an interest;
    - b. That is caused or made worse intentionally, if not known recklessness, then well known responsibility of you and/or insured parties and or other interested parties. The term insured takes into account the spouse, registered partner, children and housemates where it is significant whether (s)he is jointly insured by virtue of the policy conditions.
  5. gross recklessness, unless it pertains to an accident occurring during the insured attempts at saving the life of a person or an animal;
  6. suicide or attempted suicide;
  7. an altercation in which the insured participated, unless he can prove that his participation in the altercation was demanded by an act of justifiable self-defence. This exclusion does not apply to children under 14 years of age;
  8. water sport activities for which payment is received;
  9. preliminary preparations for and participation in races or record-setting attempts with motorboat(s);
 

The following shall not be considered accidents or consequences of an accident: hernia and hernia nuclei pulposi.
- b. the insurance coverage shall no longer be in effect as of the moment that the insured party disembarks from the vessel;
- c. the costs of surgical treatment are not compensated.

**Article 5. Compensation in the event of death**

**a. Right to compensation**

In the event of death, there is entitlement to compensation provided that the death is the direct and exclusive consequence of an accident and death has occurred within 2 years of the accident.

**b. Extent of the compensation**

The insured amount shall be paid out in full in case of death. If this is applicable, the eventually already paid-out compensation for permanent invalidity shall be deducted from the payment. Reclamation of the already paid-out compensation will not be made.

**Article 6. Compensation in case of permanent invalidity**

**a. Right to compensation**

In the event of permanent invalidity, there is entitlement to compensation provided that this permanent invalidity is the direct and exclusive consequence of an accident and has occurred within 2 years of the accident.

**b. Extent of the compensation**

In case of a permanent invalidity, the insured invalid party shall receive the following percentages of the insured amount, with this understanding that there shall never be a compensation exceeding 100% of the insured amount:

- in the event of permanent invalidity of the following parts of the body::
 

an arm up to the shoulder joint	75%
an arm up to the elbow joint	65%
an arm between the elbow and the shoulder joint	65%
an arm between wrist and elbow joint	60%
a hand up to the wrist joint	60%
a leg up to the hip joint	70%
a leg up to the knee joint	60%
a leg between the knee and the hip joint	60%
a leg between the ankle and the knee joint	50%
a foot up to the ankle joint	50%
  - in case of permanent invalidity of the following parts of the body::
 

a thumb	25%
an index finger	15%
a middle finger	12%
a ring finger of little finger	10%
- In the event of permanent invalidity of more than one finger on one hand, a maximum of 60% of the insured amount shall be paid out..
- |                                   |      |
|-----------------------------------|------|
| a big toe                         | 8%   |
| other toes                        | 4%   |
| loss of sight in one eye          | 30%  |
| loss of sight in both eyes        | 100% |
| loss of hearing in one ear        | 20%  |
| loss of hearing in both ears      | 50%  |
| loss of senses of smell and taste | 20%  |
| impotence                         | 25%  |
- with the following disabilities or combination of disabilities:
 

total loss of mental capacity	100%
loss of both arms or hands	100%
loss of both legs or feet	100%
loss of one arm or hand, together with loss of one leg or foot	100%

In case of partial invalidity of the parts of the body named in this article, or of mental capacity, established in accordance with medically approved norms, a portion of the named compensation percentages proportional to the degree of invalidity shall be paid out. Partial loss of smell and taste, or both, shall not be considered an invalidity.

- in case of permanent invalidity of parts of the body or mental capacity as a consequence of an injury or a combination of injuries that are not described as such in the above list, the compensation percentage of the insured amount is equal to the percentage of the permanent invalidity as is established in accordance with the guidelines commonly in effect in the Netherlands or, in the event that no such established guidelines are available for the Netherlands, in accordance with guidelines customarily used in the Netherlands. In this determination, no account is taken of the occupation, activities, and/or hobbies of the insured party.

**c. Already present invalidity**

Compensation for permanent or partial invalidity that was already present prior to the accident shall only be paid out if, and for so far as, this invalidity exceeds the permanent invalidity that was already present prior to the accident.

**Article 7. Mental injuries and cosmetic abnormalities**

**a. Mental**

1. Compensation shall not be paid out in the event of loss of mental, consultative, and cognitive capacity. This exclusion is not valid in the event that this loss is caused by organic damage of the central nervous system as understood by general neurological interpretation.
2. Compensation shall not be paid out in the event of mental disorders.

**b. Cosmetic Deformity**

No compensation will be paid for cosmetic deformities.

**Article 8. Determination of the compensation**

**a. Determination of invalidity**

The compensation percentage shall be determined by our medical advisor on the basis of the definitive medical final condition of the party suffering the invalidity, in so far as is possible, within two years of the occurrence of the accident. In the event that, two years following the accident, no definitive medical condition has been identified, advance compensation may be paid out. This advance shall subsequently be deducted from any possible future compensation.

**b. Definitive medical condition**

It is possible that, following medical treatment, no definitive medical final condition has as yet been reached. In that case, the legal interest on the amount that will ultimately be paid out shall be compensated as of the day on which the medical treatment is terminated up to the day on which the compensation is paid out. If it appears from the medical examination carried out on our instruction that there is not yet a definitive medical final condition, a new medical examination shall be conducted on our instruction at the latest within 5 years following the date of the accident. The invalidity degree that is established by that examination shall thereupon be considered the definitive medical final condition; even should the medical examiner indicate that no definitive medical final condition has as yet been reached.

**c. Medical Assessment**

In order to be able to establish the extent of the invalidity, we may deem it necessary that you make yourself available to be examined by a physician designated by ourselves. You will have to submit to this examination or have yourself admitted for this examination to a medical facility of our choice. The costs of such an examination will be borne by us.

**Article 9. Obligations**

**a. Reporting**

1. It shall be incumbent on you to inform us as soon as possible, but at the latest within 3 days of the accident, of the occurrence that can lead to compensation under the terms of this agreement. We require with this report an accurate description of the facts, the causes, and the results.
2. Should the insured party die as a result of an accident, we must be informed within 48 hours thereafter.
3. In the event that the report should reach us later than the times specified above, the insured party shall retain entitlement to the compensation, provided he can prove that:
  - the invalidity is exclusively the result of an accident;

- the consequences of an accident have not been aggravated by illness, weakness, or any abnormal physical or mental condition;
- the insured party has in all respects followed the prescriptions of the physician in charge of the treatment;
- reporting was delayed for reason of extra-ordinary circumstances.  
All entitlement to compensation shall lapse in the event that the reporting occurs more than 5 years after the accident.

**b. Other**

1. It shall be incumbent on the insured party to seek medical help as soon as possible following the accident and to cooperate fully in his recovery;
2. It shall be incumbent on the insured party to inform us or the physician designated by us truthfully and honestly of all helpful information;
3. It shall be incumbent on the beneficiary/beneficiaries to grant permission to and collaborate in the institution of all measures that we may deem necessary to determine the cause of death.

**Special Conditions – Recourse to legal expenses insurance**

These conditions are applicable, together with the General Conditions for the Water Sport Insurance, with the proviso that it be so stated in the insurance policy.

**Article 1. Legal Expenses Insurance**

The execution of the legal aid is entrusted to the department of Legal Assistance of DAS Nederlandse Rechtsbijstand Verzekeringmaatschappij N.V. te Amsterdam.

**a. Insured**

The insurance offers the right to legal assistance and compensation of the costs thereof, in so far as:

1. the private rights or interests of the insured party with respect to the insured objects are directly at issue, if the insured costs do not exceed the amount of Euro 22.700,- per reported occurrence, are not the result of negligence or error on the part of the legal beneficiary, are not recoverable from third parties, and the insured costs have been established in consultation with the DAS.

The Insured costs include:

2. the costs of investigation and processing by the DAS;
3. the costs connected to the involvement, following the consultation with the DAS, of bailiffs, witnesses, expert assessors and surveyors, and lawyers;
4. the costs of litigation and execution;
5. the travel expenses of the legal beneficiary in keeping with the current rates of public transportation (train 2nd class).

**b. Uninsured**

The insured party shall not be eligible for legal assistance:

1. if at the commencement date of the insurance policy the need for legal assistance could reasonably have been anticipated;
2. if an object has been offered for use against payment of a fee;
3. in the event of bankruptcy or deferment of payments, with the exception of claim validation procedures in case of bankruptcy of third parties;
4. in the event of conditional recklessness;
5. in the event of disputes about responsibility for or take-over of claims of others by guarantee, debt renewal, assignment, or subrogation;
6. in event of disputes with the public authorities in so far as it pertains to objections to general binding measures in law that the said public authorities have established or are planning to establish;
7. in the event that it pertains to an occurrence that happened within the first three months following the commencement date of the insurance policy. The waiting period of three months shall not apply in cases of recovery of costs of damage as a result of an accident that happened after the commencement date of the insurance.
8. if the insurer of this policy is of the opinion that there does not exist a reasonable chance of success in a continuation of the action;
9. in cases where the financial interest is Euro 136,- or less.

**c. Area of Validity**

1. in case of an illegal act committed by a third party or of punitive measures, in so far as the event is happening within the Netherlands, and a Court of Justice in the Netherlands has the competence to act in the matter;
2. in the event of contractual differences, in so far as the law valid in the Netherlands, Belgium, Luxembourg, Germany, or France, is applicable.

**d. Extent of the legal assistance**

The insurance offers coverage if the reported incident has occurred within the following areas:

1. compensation for damage caused to or by the vessel, both in function as defendant or plaintiff;
2. contractual questions, meaning sale, guarantee, repair, maintenance, berthing, and financing;
3. criminal procedures, in cases where the insured is prosecuted for a punishable offence, if and in so far as a judgment contra can be opposed and the insured party cannot reasonably conduct his own defence without legal assistance.

**e. Procedures**

1. in the event that the insured party wishes to have recourse to legal assistance, the former shall inform us of his wish as soon as possible, but in any event within 14 days of his decision;
2. we shall transfer the assessment and the procedure to the legal assistance department at the DAS; we shall guarantee a correct, independent process conducted by their legal assistance department;
3. should, following consultation with you, the legal assistance department at the DAS deem it necessary to make a lawyer available to plead your case, the insured party can choose to proceed that way;
4. the costs incurred by the legal assistance shall be for the insured party's account:
  - when they have been incurred without consultation with the legal assistance department at the DAS;
  - when they are incurred by the introduction of a lawyer or an expert assessor or surveyor, without advance consultation with the legal assistance department at the DAS;
  - in so far as the costs were incurred as a result of negligence or error on the part of the insured party with respect to the process of the action;
5. as of the moment that the legal assistance department at the DAS informs you that a continuation of the action has no reasonable chance of success, the insured shall not be able to have further recourse to the coverage, with the exception of the dispute settlement;
6. in case, in our opinion, or in the opinion of the legal assistance department at the DAS, the action's financial interest does not measure up to the costs that would result from defending it, we shall be entitled to compensate the insured party instead of providing legal assistance;
7. in the event of a conflict of interests between the legal assistance department at the DAS or the insurer and the insured party, the legal assistance department at the DAS shall, in consultation with the insured party, take the necessary steps for the elimination of this conflict, for instance, by assigning the case to another lawyer of choice.

**f. Settlement of disputes**

1. in case of a difference of opinion between the insured party and the legal assistance department at the DAS about the anticipated outcome or the manner in which the case is

being handled, the former shall be entitled, after prior consultation with the legal assistance department at the DAS, at our expense, to present the case once to a lawyer of choice. This must happen as soon as possible, in any event within one month after the legal assistance department at the DAS has reported the opinion or manner of procedure contested by the insured to the legal assistance department at the DAS. In the event that the lawyer does not share the opinion of the legal assistance department at the DAS, he shall then be entitled to take over the case himself and act on his own cognizance, and at our charge. Should the lawyer, however, be of the same opinion as the legal assistance department at the DAS, the insured party will have to pursue the action at his own expense. Should the final court decision demonstrate that the insured party was wholly or partially justified in his opinion, the costs incurred by the action shall also be compensated by us. In case the action is undertaken by a lawyer, and the insured party loses confidence in the latter's ability to deal with the case, he shall be entitled to transfer the case once, at our expense, to a different lawyer, assuming that the legal assistance department at the DAS can reasonably share the insured party's standpoint.

2. All other disputes flowing forth from this insurance (amongst others in matters of the premium and the interpretation of the Conditions) shall be settled in the Civil Court and are not covered by the guarantees of this insurance policy. In case the opinion held by the insured party is upheld by irrevocable decision by the Court, we shall assume the incurred costs.

*In the event of differences in translation or interpretation between the Dutch and the English version of this document, parties will be bound to the Dutch version which prevails.*