

Product information leaflet of BAVARIA for the watersport liability insurance

This information leaflet should give you a first overview of our product and is not conclusive. The concrete contents of the contract can be derived from the insurance application/ insurance proposal, the insurance policy and the insurance terms and conditions. Decisive for the insurance cover are the regulations agreed therein.

1. Type of insurance contract

BAVARIA special terms and conditions for the water sport – liability insurance

The "general terms and conditions for the liability insurance" as well as the BAVARIA special terms and conditions for the water sports liability insurance shall apply.

2. Insured risks and excluded risks

Within the BAVARIA special terms and conditions for the water sports liability insurance your statutory liability from the risks of the possession or use of the described yacht is insured. Within the framework of the contract we examine whether and in which amount an obligation exists on your part to pay damages. We satisfy justified claims and defend unsubstantiated claims for damages.

The exact scope of your insurance cover can be derived from BAVARIA special terms and conditions for the water sports liability insurance § 1 BHB 07. Please also read Point 4 (service exclusions) of this product information leaflet.

3. Premium and premium payment

The premium is dependent on the insurance cover chosen by you. You can find the amount of the premium in the application /insurance proposal. If the details provided in the application change the premium can also change. The period of time for which the premium is to be paid is stated in the application. The first premium is to be paid immediately after conclusion of the contract, no earlier than as of the day of the agreed start of the insurance. All other premiums (follow-up premiums) are to be paid by the date stated in the insurance policy or the premium statement.

Please pay the premiums in time. In case of debit from your account please ensure corresponding cover. Otherwise there is the risk that you will lose your insurance cover.

4. Service exclusions

We cannot offer insurance cover for all conceivable cases, because otherwise the premiums would be too high. Therefore, certain cases are excluded from the insurance cover. The most important are:

- Liability claims from damaging events which occur while the vehicle is being used for other than sporting or leisure purposes.
- Liability claims from damaging events which occur from the participation in motor boat races.

As this list cannot be conclusive either for details and a full list of the exclusions please refer to § 6, § 1 No.4b, § 2 No.2, § 4 No.1, § 5 No.3 of the BAVARIA special terms and conditions for the water sports liability insurance.

5. Responsibilities which are to be complied with upon conclusion of the contract and legal consequences of their non-compliance

We take over insurance cover relying upon the fact that the circumstances, which are decisive for the conclusion of the contract and for the assumption of the risk which is to be insured, are notified to us truthfully and in full. You must therefore report risk circumstances to us of which you are aware, which are relevant for our decision to conclude the contract with the agreed contents and about which we asked in a text form. Otherwise you endanger your insurance cover. Under certain circumstances we can also release ourselves from the contract prematurely or adjust the contract.

6. Responsibilities which are to be complied with during the term of the contract and legal consequences of their non-compliance

If a circumstance changes about which we asked you when the application was filed please report this to us immediately. This applies in particular to increases in risks.

7. Responsibilities which are to be complied with in case of occurrence of the insured event and legal consequences of their non-compliance

You have to report the damaging event to us in time and provide all necessary information. In addition, you are for example obliged to avoid or to minimise the losses as far as possible and to support us in determining and adjusting the claim by truthful claims reports. Please compare in this respect § 7 of the BAVARIA special terms and conditions for the water sports – liability insurance.

8. Begin and end of the insurance cover

You can see the begin of your insurance cover from the insurance policy. The insurance cover will as a rule end upon termination of the contract by termination as of the expiry provided that the contract does not end prematurely for another reason.

9. Possibilities for a termination of the contract

You can end the contract by terminating it with a period of notice of three months to the expiry in writing. You can find the concrete expiry date of your contract in the insurance policy. In addition you can for example terminate or the insurer has either adjusted a claim or a legal action has been served to you concerning a claim which falls under the insurance cover.