# Watercraft liability insurance, Basis

General insurance conditions (AVB WSH Basis 1-2025nam)

**German law applies, and the German wording alone is binding.** The binding text is the German original, available at www.nammert.com/bedingungen.php. This translation is a courtesy so that you can read what you are buying. It is not a contract document. Where the English and the German text differ, the German text decides. The numbering follows the German original clause by clause.

*General insurance conditions for watercraft liability insurance, Basis. Risk carrier: Württembergische Versicherung AG, W&W-Platz 1, 70806 Kornwestheim. Register court: local court of Stuttgart, HRB 14327. VAT ID DE 811128268. Insurance tax number 801/V90801006186.*

## Part A: what does your watercraft liability insurance cover?

### A-1 Subject matter of the insurance

#### A-1.1 General watercraft liability

**A-1.1.1** Insured, within the scope of the following provisions, is your legal liability arising from keeping, owning and using watercraft serving sporting and recreational purposes which

1 are used exclusively for private purposes,

2 are used for occasional hiring out, that is, for no more than 30 days in the insurance year without professional crew, and

3 where an obligation to register exists, are entered in a German maritime or inland waterway register.

**A-1.1.2** Where applied for and separately documented in the policy schedule, cover also applies, by way of derogation from A-1.1.1 (2), in the case of hiring out for more than 30 days in the insurance year, provided that

- each hire period is no more than 30 consecutive days, and
- the handover is based on a tenancy relationship under sections 535 et seq. of the German Civil Code (BGB).

The insurer pays on a subsidiary basis, that is, the insurer steps in only if and so far as no other insurer is obliged to pay compensation or can be called upon.

Cover exists within the scope of the insured risk named above for the case that a third party brings a claim for damages against you on the basis of statutory liability provisions of a private law nature, because of a loss event occurring while the insurance is in force (the insured event) which resulted in personal injury, property damage or financial loss arising from either. The loss event is the event as a direct consequence of which the harm to the third party arose.

There is no cover for claims, even where they are statutory claims,

1 for performance of contracts, subsequent performance, for self-remedy, rescission, reduction of price, or for damages in lieu of performance;

2 for losses caused in order to be able to carry out subsequent performance;

3 for loss of use of the contractual object, or for the failure of the result owed under the contract to materialise;

4 for reimbursement of wasted expenditure in reliance on proper performance of the contract;

5 for compensation of financial loss because of delay in performance;



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6 for other compensation payments taking the place of performance.

### A-1.2 Hired and chartered watercraft

For hired and chartered watercraft taken on hire exclusively for private purposes, the following applies in addition:

1 The user of the hired watercraft must take out their own watercraft liability insurance. Where the user of the hired watercraft has their own watercraft liability insurance, there is no cover under the watercraft liability insurance of the owner of the hired craft.

2 Cover exists within the scope of the conditions of this contract and of the following provisions. In particular, A-1.1 (1) to (3) also applies.

3 Insured is your legal liability as the responsible operator of a hired or chartered watercraft used for private purposes only.

4 The conditions for cover being granted are: the hire or charter contract must be made out in your name; the period of use of the hired or chartered watercraft must not exceed 30 days. From the 31st day of use of a hired or chartered watercraft, cover ceases.

- the hire or charter contract must be made out in your name;
- the period of use of the hired or chartered watercraft must not exceed 30 days. From the 31st day of use of a hired or chartered watercraft, cover ceases.

## A-2 Insured risk

**A-2.1** Cover extends to your legal liability

1 arising from the risks stated in the policy schedule and its endorsements;

2 arising from increases in or extensions of the risks stated in the policy schedule and its endorsements. This does not apply to risks from keeping or using motor vehicles, watercraft or aircraft subject to compulsory insurance, nor to other risks subject to an obligation to insure or to provide cover;

3 arising from risks that newly arise for you after the insurance is concluded (provisional cover for new risks), governed in more detail in clause A-3.

**A-2.2** Cover also extends to increases in the insured risk through amendment of existing legal provisions or the enactment of new ones. The insurer may, however, cancel the contract under the conditions of clause B-4.

**A-2.3** Where agreed and stated in the policy schedule, by way of derogation from clause A-6.1.2, legal liability arising from participation in motorboat races, including jet ski races, is included, within the scope of the following provisions:

1 Cover is granted on a subsidiary basis, that is, the insurer steps in only if and so far as no other insurer is obliged to pay compensation or can be called upon.

2 Cover exists only if you, as the driver, have obtained a valid racing licence for the insured jet ski or the insured motorboat.

3 Practice runs connected with the race are also insured, provided you use the water areas designated for them (a marked out area).

## A-3 Provisional cover for new risks

**A-3.1** Risks that newly arise after the insurance contract is concluded are insured immediately within the scope of the existing contract.



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1 You are obliged to notify every new risk within one month of being asked to do so by the insurer. The request may also be made with the premium invoice. If you fail to notify in good time, cover for the new risk ceases retrospectively from the point at which it arose. If the insured event occurs before the new risk was notified, you must prove that the new risk arose only after the insurance was concluded and at a time at which the notification period had not yet expired.

2 The insurer is entitled to charge an appropriate premium for the new risk. If no agreement on the amount of that premium is reached within one month of the notification being received, cover for the new risk ceases retrospectively from the point at which it arose.

**A-3.2** Cover for new risks is limited, from the point at which they arise until agreement within the meaning of clause A-3.1, to the sum of 3,000,000 euros for personal injury and property damage, unless other sums insured are set out in the policy schedule.

**A-3.3** The provision on provisional cover for new risks does not apply to risks

- from the ownership, possession, keeping or operating of a motor vehicle, aircraft or watercraft, so far as those vehicles are subject to compulsory registration, licensing or insurance;
- from the ownership, possession, operation or driving of railways;
- that are subject to an obligation to insure or to provide cover;
- that will exist for less than a year and are therefore to be insured under short term insurance contracts.

## A-4 Benefits under the insurance

The following applies to the insurer's performance:

**A-4.1** Cover comprises

- examination of the question of liability,
- defence against unjustified claims for damages, and
- your indemnification against justified obligations to pay damages.

Obligations to pay damages are justified where you are obliged to pay compensation on the basis of statute, a final judgment, an admission of liability or a settlement, and the insurer is bound by that. Admissions and settlements made or concluded by you without the insurer's consent bind the insurer only so far as the claim would have existed even without the admission or settlement. Once your obligation to pay damages has been established with binding effect for the insurer, the insurer must indemnify you against the third party's claim within two weeks.

**A-4.2** The insurer is authorised to make, in your name, all declarations that appear expedient to it for settling the claim or defending against the claims for damages. If in an insured event legal proceedings arise about claims for damages against you, the insurer is authorised to conduct the litigation. It conducts the proceedings in your name and at its own cost. For insured events in the USA, US territories and Canada, or for claims asserted there, the following applies: the policyholder bears 20 per cent of every such loss, with a minimum of 2,500 euros. The deductible also takes into account the insurer's expenditure on the judicial and out of court defence against the claims asserted by a third party, in particular lawyers', experts', witnesses' and court costs.

**A-4.3** If, in criminal proceedings concerning a loss event that may give rise to a liability claim covered by the insurance, the insurer wishes or approves the appointment of defence counsel for you, the insurer bears the counsel's costs at the statutory scale of fees or the higher costs specifically agreed with it.

**A-4.4** If you or a co-insured person obtain the right to demand the cancellation or reduction of an annuity payable, the insurer is authorised to exercise that right.

## A-5 Required licence to operate



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The watercraft may be used only by an authorised operator. An authorised operator is a person who may use the watercraft with the knowledge and consent of the person entitled to dispose of it. You are obliged to ensure that the watercraft is not used by an unauthorised operator. The operator of the watercraft may use it only with the required official permit. You are obliged to ensure that the watercraft is not used by an operator who does not hold the required official permit.

## A-6 Exclusions

**A-6.1** Unless expressly provided otherwise in the policy schedule or its endorsements, the following special exclusions apply:

**A-6.1.1** Not insured is the personal liability of the water skier and of the kite flier.

**A-6.1.2** Not insured is liability for losses occurring during participation in motorboat races or during practice runs connected with them.

**A-6.1.3** Not insured are liability claims against persons (you or any co-insured) who cause the loss through knowingly unlawful handling of flammable or explosive substances, or handling in breach of regulations or of other duties.

**A-6.1.4** For losses in connection with motor vehicles and motor vehicle trailers, the following applies:

1 Not insured is liability for losses that you, a co-insured person or a person appointed or instructed by you cause through the use of a motor vehicle or a motor vehicle trailer.

2 Where under these provisions there is no cover for one insured person (you or a co-insured), that also applies to all other insured persons.

3 An activity carried out by the persons named in paragraph (1) of this clause on a motor vehicle or motor vehicle trailer is not use within the meaning of this provision if none of those persons is the keeper or possessor of the vehicle and the vehicle is not set in motion in the process.

**A-6.1.5** For aviation and space travel losses, the following applies:

1 Not insured is liability for losses that you, a co-insured person or a person appointed or instructed by them cause through the use of an aircraft or spacecraft, or for which they are held liable as keeper or possessor of an aircraft or spacecraft.

2 Where under these provisions there is no cover for one insured person (you or a co-insured), that also applies to all other insured persons.

3 Not insured is liability arising from the design or construction, manufacture or supply of aircraft or spacecraft, or of parts of aircraft or spacecraft, so far as the parts were evidently intended for the building of, or installation in, aircraft or spacecraft; activities (for example assembly, maintenance, inspection, overhaul, repair, transport) on aircraft or spacecraft or their parts, namely for damage to aircraft or spacecraft, to the items carried in them, to the occupants, and all financial loss arising from that, and for other losses caused by aircraft or spacecraft.

- the design or construction, manufacture or supply of aircraft or spacecraft, or of parts of aircraft or spacecraft, so far as the parts were evidently intended for the building of, or installation in, aircraft or spacecraft;
- activities (for example assembly, maintenance, inspection, overhaul, repair, transport) on aircraft or spacecraft or their parts, namely for damage to aircraft or spacecraft, to the items carried in them, to the occupants, and all financial loss arising from that, and for other losses caused by aircraft or spacecraft.

**A-6.2** Unless expressly provided otherwise in the policy schedule or its endorsements, the following are further excluded from the insurance:

**A-6.2.1** Insurance claims of all persons who caused the loss intentionally.

**A-6.2.2** Insurance claims of all persons who caused the loss by, in the knowledge of their defectiveness or harmfulness,

- placing products on the market, or



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- performing work or other services.

**A-6.2.3** Liability claims so far as they go beyond the scope of your statutory liability on the basis of a contract or of assurances given.

**A-6.2.4** Liability claims

- by you yourself, or by the persons named in clause A-6.2.5, against the co-insured persons;
- between several policyholders under the same insurance contract;
- between several co-insured persons under the same insurance contract.

**A-6.2.5** Liability claims against you

- arising from loss events involving your relatives who live with you in a common household or who belong to the persons co-insured under the insurance contract;
- relatives being spouses, life partners within the meaning of the German Civil Partnership Act or of comparable partnerships under the law of other states, parents and children, adoptive parents and children, parents in law and children in law, step parents and step children, grandparents and grandchildren, siblings, and foster parents and foster children (persons connected with one another by a relationship similar to a family relationship and intended to last longer term);
- by your legal representatives or carers, if you are a person lacking legal capacity, of limited legal capacity or under guardianship;
- by your legal representatives, if you are a legal person under private or public law or an unincorporated association;
- by your partners with unlimited personal liability, if you are a general partnership, limited partnership or civil law partnership;
- by your partners, if you are a registered partnership company;
- by your liquidators, compulsory administrators and insolvency administrators.

*On clauses A-6.2.4 and A-6.2.5:* the exclusions under clause A-6.2.4 and clause A-6.2.5 b. to g. also extend to liability claims of relatives of the persons named there who live with them in a common household.

**A-6.2.6** Liability claims for damage to third party property and all financial loss arising from it, where you hired, leased, rented, borrowed or obtained those items through unlawful interference, or where they are the subject of a special contract of safekeeping.

*On clause A-6.2.6:* where the conditions of the exclusions in clause A-6.2.6 are met in the person of your employees, workers, staff, authorised representatives or agents, cover likewise ceases, both for you and for any persons co-insured under the insurance contract.

**A-6.2.7** Liability claims for losses arising from the exchange, transmission and provision of electronic data, so far as they concern losses from

- deletion, suppression, rendering unusable or alteration of data,
- failure to record data or faulty storage of data,
- disruption of access to electronic data exchange,
- transmission of confidential data or information.

**A-6.2.8** Liability claims for losses arising from infringements of personality rights or name rights.

**A-6.2.9** Liability claims for losses arising from hostility, harassment, molestation, unequal treatment or other discrimination.

## A-7 Losses abroad



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**A-7.1** Included is your legal liability for insured events occurring abroad in accordance with these conditions.

**A-7.1.2** Excluded are claims

1 arising from occupational accidents and occupational illnesses of persons engaged by you abroad or entrusted with carrying out work there. Liability claims against you and against the skipper named in A-1.6 paragraph (1) of these conditions arising from occupational accidents and occupational illnesses subject to the provisions of Book VII of the German Social Code remain included;

2 for compensation of a punitive character, in particular punitive and exemplary damages;

3 under articles 1792 et seq. and 2270, and the associated rights of recourse under article 1147 of the French Code Civil, or equivalent provisions of other countries.

**A-7.1.3** By way of derogation from clause A-13.1.4, the following costs and expenses are set off against the sum insured as benefits:

1 judicial and out of court costs of defending against claims; costs in this sense are lawyers', experts', witnesses' and court costs;

2 expenditure to avert or mitigate the loss at or after the occurrence of the insured event, and the costs of investigating the loss, so far as that expenditure or those costs did not arise on the insurer's instructions.

**A-7.1.4** The insurer's payments are made in euros. Where the place of payment lies outside the states belonging to the European Monetary Union, the insurer's obligations are deemed fulfilled at the point at which the euro amount is remitted to a financial institution situated in the European Monetary Union.

**A-7.1.5** In the event of the provisional seizure of a watercraft in a foreign port, any security or deposit that may be required is exclusively your responsibility.

## A-8 Domestic insured events asserted abroad

For claims asserted abroad, the following applies:

**A-8.1** The following claims remain excluded from cover:

1 claims for compensation of a punitive character, in particular punitive and exemplary damages;

2 claims under articles 1792 et seq. and 2270, and the associated rights of recourse under article 1147 of the French Code Civil, or equivalent provisions of other countries.

**A-8.2** By way of derogation from A-13.1.4, the following costs and expenses are set off against the sum insured as benefits:

1 judicial and out of court costs of defending against claims; costs in this sense are lawyers', experts', witnesses' and court costs;

2 expenditure to avert or mitigate the loss at or after the occurrence of the insured event, and the costs of investigating the loss, so far as that expenditure or those costs did not arise on the insurer's instructions.

**A-8.3** The insurer's payments are made in euros. Where the place of payment lies outside the states belonging to the European Monetary Union, the insurer's obligations are deemed fulfilled at the point at which the euro amount is remitted to a financial institution situated in the European Monetary Union.

## A-9 Damage to waters

**A-9.1** Insured within the scope of the contract, with financial loss treated as property damage, is your legal liability for the direct or indirect consequences of changes in the physical, chemical or biological condition of a body of water, including groundwater (damage to waters), with the exception of damage to waters

1 through the discharge or introduction of substances harmful to water into waters, or through other deliberate action on waters. This also applies where the discharge or action is necessary to save other legally protected interests;



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2 through operationally caused dripping or running off of oil or other liquids from tank closures, refuelling installations or the machinery of the vessel.

**A-9.2** Excluded are liability claims against persons (you or any co-insured) who caused the loss by knowingly departing from laws, ordinances or official orders or directions addressed to you which serve the protection of waters.

**A-9.3** Excluded are claims for losses demonstrably based on acts of war, other hostile acts, riot, civil commotion, general strike, unlawful strike, or directly on orders or measures of a sovereign authority; the same applies to losses caused by force majeure so far as elemental forces of nature have taken effect.

## A-10 Public law duties or claims for the remediation of environmental damage under the German Environmental Damage Act (USchadG)

**A-10.1** Co-insured are public law duties or claims for the remediation of environmental damage under the German Environmental Damage Act (USchadG), so far as, while the insurance contract was in force, the emissions causing the damage entered the environment suddenly, accidentally and contrary to their intended purpose, or the other causation of damage occurred suddenly, accidentally and contrary to intended purpose.

**A-10.2** Even without such causation of damage, cover exists for environmental damage through the storage, use or other handling of or with third party products only where the environmental damage is attributable to a design, production or instruction defect in those products. There is, however, no cover where the defect could not have been recognised at the time the products were placed on the market according to the state of science and technology (development risk).

**A-10.3** Environmental damage is harm to protected species and natural habitats, and/or harm to waters including groundwater, and/or harm to the soil.

**A-10.4** Not insured

1 are duties or claims so far as they are directed against persons (you or a co-insured) who caused the damage by knowingly departing from laws, ordinances or official orders or directions addressed to you which serve the protection of the environment;

2 are duties or claims for damage arising from unavoidable, necessary or accepted effects on the environment; emanating from commercial waste water from underground waste water installations; for which you have, or could have obtained, cover under another insurance contract (for example water damage liability insurance).

- arising from unavoidable, necessary or accepted effects on the environment;
- emanating from commercial waste water from underground waste water installations;
- for which you have, or could have obtained, cover under another insurance contract (for example water damage liability insurance).

**A-10.5** The sum insured is a flat 3,000,000 EUR per insured event. This sum insured is also the insurer's maximum indemnity for all insured events of an insurance year.

**A-10.6** Insured abroad, within the scope of this insurance contract, are insured events occurring within the scope of application of the EU Environmental Liability Directive (2004/35/EC). Cover also exists for duties or claims under the national implementing legislation of other EU member states, provided those duties or claims do not exceed the scope of the directive named above.

## A-11 Limitation of the benefit

**A-11.1** The maximum sum of cover per insured event and per insurance year is stated in your policy schedule. It applies even where cover extends to several persons liable to pay compensation.

**A-11.2** For clause A-10.5, environmental damage, the sum insured named there applies per insured event and per insurance year. The insurer's indemnity payments for all insured events of an insurance year are limited to twice the agreed sums insured.



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**A-11.3** Several insured events occurring while the insurance is in force count as one insured event, occurring at the time of the first of those insured events, where they are based on the same cause or on identical causes with an internal connection, in particular a factual and temporal one.

**A-11.4** The insurer's expenditure on costs is not set off against the sums insured. This does not apply to losses abroad under clause A-7 and to domestic insured events asserted abroad under clause A-8 of these conditions.

**A-11.5** Where the justified liability claims from one insured event exceed the sum insured, the insurer bears the litigation costs in the proportion that the sum insured bears to the total amount of those claims.

**A-11.6** Where you have to make annuity payments to the injured party and the capital value of the annuity exceeds the sum insured, or the remaining balance of the sum insured after deduction of any other payments from the insured event, the annuity to be paid is reimbursed by the insurer only in the proportion that the sum insured, or its remaining balance, bears to the capital value of the annuity.

The relevant provision of the German ordinance on insurance cover in motor vehicle liability insurance, in the version in force at the time of the insured event, applies to the calculation of the annuity value. When calculating the amount by which you must contribute to ongoing annuity payments, where the capital value of the annuity exceeds the sum insured or the balance of the sum insured remaining after deduction of other payments, those other payments are deducted from the sum insured at their full amount.

**A-11.7** If the settlement of a liability claim required by the insurer by way of admission, satisfaction or compromise fails because of your conduct, the insurer is not liable for the additional indemnity, interest and costs arising from the point of refusal onwards.

### A-12 Assignment of claims

The claim to the insurance benefit may not be assigned without the insurer's prior consent, which must be given in text form (for example email, fax or letter).

## Part B: when does your insurance begin and end? What must you observe when paying the premium?

### B-1 Inception of the insurance

1 Cover begins, once the contract with the insurer has validly come into being (as a rule on receipt of the policy schedule), on the inception date stated in the policy schedule.

2 The obligation to pay may, however, cease if you do not pay the first premium or a subsequent premium on time (see B-2 and B-3).

### B-2 Payment of the first or single premium

#### B-2.1 Due date of the first or single premium

1 The first premium is to be paid to the insurer without delay (that is, without culpable hesitation) after conclusion of the contract, on receipt of the policy schedule.

2 Where payment of the annual premium in instalments has been agreed, only the first instalment of the first annual premium counts as the first premium.

3 You have paid the premium on time if by the due date you have done everything necessary for the first or single premium to reach the insurer. Where payment of the first or single premium by credit card or by direct debit (SEPA) from an account has been agreed, payment counts as timely in the following case: the first or single premium could be collected on the due date, and you did not object to a justified collection.

- the first or single premium could be collected on the due date, and
- you did not object to a justified collection.



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4 In the case of payment by credit card or SEPA, the following applies: if the insurer was unable to collect the first or single premium when due through no fault of yours, payment is still timely if it is made without delay after a request for payment. If you are responsible for the premium repeatedly not being collectable, the insurer is entitled to require future payment outside the chosen collection procedure.

### B-2.2 Legal consequences of late payment of the first or single premium

1 If the first or single premium is not paid on time, the insurer may rescind the contract for as long as payment has not been made. Rescission is excluded if you are not responsible for the non payment. After rescission the insurer charges you an appropriate handling fee of 20 €. The insurer determined the amount of the handling fee on the basis of flat rate assumptions. The burden of proving that the handling fee is appropriate lies with the insurer. If, in a dispute, the insurer has proved general appropriateness, it is then for you to prove that the flat rate assumptions applied by the insurer do not apply, or apply only in part, in your specific individual case, and that the handling fee must therefore be lower in that case. If that proof is provided, no handling fee, or only a correspondingly reduced one, is charged.

2 If the first or single premium is not paid on time and an insured event occurs before the first or single premium is paid, the insurer is not obliged to pay. That release from the obligation to pay applies only if you are responsible for the late payment. In that case cover begins only for insured events occurring after payment. The insurer is released from the obligation to pay only if it drew your attention to this legal consequence by a separate notification in text form or by a conspicuous notice in the policy schedule.

### B-2.3 Failed direct debit collection

1 If you are responsible for the premium not being collectable despite repeated attempts at collection, the insurer is entitled to cancel the SEPA direct debit mandate in text form (for example email, fax or letter).

2 In the cancellation the insurer will point out that you are obliged to transmit the outstanding premium to the insurer yourself.

3 Handling fees charged by banks for a failed direct debit collection are invoiced to you by the insurer.

## B-3 Payment of subsequent premiums

### B-3.1 Due date of subsequent premiums

A subsequent premium falls due, in accordance with the agreed payment frequency, at the beginning of the month or of the year, or at another agreed time. Payment counts as timely if it is initiated by the due date.

### B-3.2 Default and damages

If a subsequent premium is not paid on time, you fall into default without a reminder. This applies only if you are responsible for the late payment. If you are in default with the payment of a subsequent premium, the insurer is entitled to demand compensation for the loss caused by the default.

### B-3.3 Reminder

If a subsequent premium is not paid on time, the insurer may request payment from you at your cost in text form (for example email, fax or letter) and set a payment deadline (a reminder). The payment deadline must be at least two weeks from receipt of the request for payment. The reminder is effective only if the insurer itemises, per contract, the outstanding amounts of premium, interest and costs, and points out the legal consequences (release from the obligation to pay, and the right to cancel).

### B-3.4 Release from the obligation to pay after a reminder

If an insured event occurs after the payment deadline set in the reminder has expired, and at the time of the insured event you are in default with payment of the premium or of interest or costs, the insurer is released from the obligation to pay.



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### B-3.5 Cancellation after a reminder

If you are in default with payment of the amounts owed, the insurer may, after expiry of the payment deadline set in the reminder, cancel the contract with immediate effect without observing a period of notice. The cancellation may be combined with the setting of the payment deadline. On expiry of the deadline the cancellation becomes effective if you are in default with payment at that time. The insurer must draw your attention to this expressly when cancelling.

### B-3.6 Payment of the premium after cancellation

The cancellation becomes ineffective if payment is initiated within one month of the cancellation. Where the cancellation was combined with the payment deadline, it becomes ineffective if payment is initiated within one month of the deadline expiring. The insurer's release from the obligation to pay under B-3.4 continues until payment is made.

### B-3.7 Failed direct debit collection

1 If you are responsible for the premium not being collectable despite repeated attempts at collection, the insurer is entitled to cancel the SEPA direct debit mandate in text form (for example email, fax or letter).

2 In the cancellation the insurer will point out that you are obliged to transmit the outstanding premium to the insurer yourself.

3 Handling fees charged by banks for a failed direct debit collection are invoiced to you by the insurer.

## B-4 Term and end of the insurance, cancellation

### B-4.1 Term and end of the insurance contract, cessation of the insured interest

1 The contract is concluded for the period stated in the policy schedule. The insurance period is always one year. Where the contract term is at least one year, the contract is extended by one year at a time. It is not extended if a cancellation has reached one of the contracting parties in good time before the end of the respective contract term.

2 By way of derogation from paragraph 1, the contract ends automatically when you dispose of (sell) the insured craft. The insurer need only accept the disposal as against it once it has learned of it. The insurer is then entitled to the premium only on a pro rata basis up to the point at which the notification is received. Any premium credit is refunded to you. At the insurer's request you must prove the disposal by producing the relevant documents.

3 Cover lapses where the insured interest has ceased to exist. The following applies: the contract ends as soon as you have shown the insurer in text form, with comprehensible reasons and, on request, with proof, that and why the insured interest has ceased to exist. The insured interest ceases, for example, where the watercraft named in the policy schedule has suffered a total loss.

### B-4.2 Cancellation

**B-4.2.1 Ordinary cancellation.** The contract may be cancelled by either contracting party with effect from the end of the insurance year, but at the earliest as at the agreed expiry, giving three months' notice. Cancellation by the insurer becomes effective only if it has reached you at the latest three months before the cancellation date.

**B-4.2.2 Cancellation after the occurrence of the insured event.** After the insured event has occurred, either contracting party may cancel the insurance relationship. The cancellation must have reached the other party in text form (for example email, fax or letter) at the latest one month after the conclusion of the negotiations about the indemnity.

If you cancel, your cancellation becomes effective when it reaches the insurer. You may, however, provide that the cancellation is to take effect at a later time, but at the latest at the end of the current insurance period.

A cancellation by the insurer becomes effective one month after it reaches you.



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## B-5 Obligations before conclusion of the contract, and before and after the occurrence of the insured event

### B-5.1 Pre contractual duty of disclosure

**B-5.1.1 Completeness and accuracy of information about circumstances material to the risk.** Up to the point at which you make your contractual declaration you must disclose to the insurer all risk circumstances known to you about which the insurer has asked in text form and which are material to the insurer's decision to conclude the contract with the agreed content. You are also under a duty of disclosure so far as the insurer asks questions within the meaning of the first sentence after your contractual declaration but before acceptance of the contract. Circumstances are material to the risk where they are capable of influencing the insurer's decision to conclude the contract at all, or to conclude it with the agreed content. Where the contract is concluded by your representative and that representative knows of the circumstance material to the risk, you must be treated as though you had known of it yourself or had fraudulently concealed it.

**B-5.1.2 Rescission.**

1 Incomplete and incorrect information about circumstances material to the risk entitles the insurer to rescind the insurance contract.

2 The insurer has no right of rescission if you prove that neither you nor your representative gave the incorrect or incomplete information intentionally or through gross negligence. The insurer's right of rescission for a grossly negligent breach of the duty of disclosure does not exist if you prove that the insurer would have concluded the contract even had it known the undisclosed circumstances, albeit on different terms.

3 In the event of rescission there is no cover. If the insurer rescinds after the occurrence of the insured event, it may not refuse cover if you prove that the circumstance disclosed incompletely or incorrectly was causal neither for the occurrence of the insured event nor for establishing or determining the extent of the insurer's obligation to pay. Even in that case, however, there is no cover if you breached the duty of disclosure fraudulently. The insurer is entitled to the part of the premium corresponding to the contract period elapsed up to the point at which the declaration of rescission takes effect.

**B-5.1.3 Change of premium or right of cancellation.** If the insurer's right of rescission is excluded because the breach of a duty of disclosure was based neither on intent nor on gross negligence, the insurer may cancel the contract giving one month's notice. The right of cancellation is excluded if you prove that the insurer would have concluded the contract even had it known the undisclosed circumstances, albeit on different terms.

If the insurer can neither rescind nor cancel because it would have concluded the contract even had it known the undisclosed circumstances, but on different terms, those other terms become part of the contract retrospectively at the insurer's request. If you are not responsible for the breach of duty, the other terms become part of the contract from the current insurance period.

If the contractual adjustment increases the premium by more than 10 per cent, or if the insurer excludes cover for the undisclosed circumstance, you may cancel the contract without notice within one month of receiving the insurer's notification.

The insurer must assert the rights available to it under clauses A-5.1.2 and A-5.1.3 in writing within one month. The period begins at the point at which it learns of the breach of the duty of disclosure on which the right it asserts is based. It must state the circumstances on which it bases its declaration; it may state further circumstances subsequently in support of its declaration if the one month period has not expired for them.

The insurer has the rights under clauses A-5.1.2 and A-5.1.3 only if it drew your attention to the consequences of a breach of the duty of disclosure by separate notification in text form. The insurer cannot rely on the rights named in clauses A-5.1.2 and A-5.1.3 if it knew of the undisclosed risk circumstance or of the incorrectness of the disclosure.

**B-5.1.4 Avoidance.** The insurer's right to avoid the contract for fraudulent misrepresentation remains unaffected. In the event of avoidance the insurer is entitled to the part of the premium corresponding to the contract period elapsed up to the point at which the declaration of avoidance takes effect.



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### B-5.2 Obligations before the occurrence of the insured event

You must remove circumstances presenting a particular danger within a reasonable period at the insurer's request. This does not apply so far as removal would be unreasonable weighing the interests of both sides. A circumstance that has led to a loss counts without more as presenting a particular danger.

### B-5.3 Obligations after the occurrence of the insured event

After the occurrence of the insured event you have the following duties:

1 Every insured event must be notified to the insurer within one week, even where no claims for damages have yet been made. The same applies where liability claims are asserted against you.

2 You must so far as possible avert and mitigate the loss. The insurer's instructions are to be followed so far as that is reasonable for you. You must give the insurer detailed and truthful loss reports and support it in investigating and settling the claim. All circumstances that in the insurer's view are important for handling the claim must be communicated, and all documents requested for that purpose must be sent.

3 If public prosecution, administrative or court proceedings are initiated against you, an order for payment is issued, or third party notice is served on you in court, you must notify this without delay.

4 You must lodge an objection, or the other necessary legal remedies, in good time against an order for payment or an administrative authority's ruling on damages. No instruction from the insurer is required.

5 If a liability claim is asserted against you in court, you must leave the conduct of the proceedings to the insurer. The insurer instructs a lawyer in your name. You must grant the lawyer power of attorney and all necessary information and make the requested documents available.

### B-5.4 Legal consequences of a breach of obligation

1 If you breach an obligation under this contract that you must fulfil before the occurrence of the insured event, the insurer may cancel the contract without notice within one month of learning of the breach.

2 If in the event of a claim you intentionally breach one of the obligations named in B-5.3, you have no cover. If you breach one of your obligations through gross negligence, the insurer is entitled to reduce the insurance benefit in a proportion corresponding to the severity of your fault. If you prove that you did not breach the duty through gross negligence, cover remains in place. The insurer is released from the obligation to pay, wholly or in part, only if it drew your attention to this legal consequence by separate notification in text form. It is, however, obliged to pay so far as you prove that the breach of obligation was causal neither for the occurrence or establishment of the insured event nor for establishing or determining the extent of the insurer's obligation to pay. This does not apply if you breached the obligation fraudulently.

## B-6 Premium adjustment and right of cancellation after a premium adjustment

**6.1** The insurance premiums are subject to premium adjustment. It takes effect from the beginning of the insurance year that begins on or after 1 July. So far as premiums are calculated by payroll, construction or turnover totals, no premium adjustment takes place. Minimum premiums are subject to premium adjustment irrespective of the method of premium calculation.

**6.2** An independent trustee determines annually, with effect for the premiums of the insurance years beginning on 1 July, the percentage by which the average of the claims payments of all insurers licensed to write general liability insurance rose or fell in the past calendar year compared with the year before that. The trustee rounds the percentage determined down to the next lower whole number divisible by five. Claims payments also include the expenditure occasioned specifically by the individual claim for determining the basis and amount of the insurance benefits.

The average of the claims payments of a calendar year is the total of the claims payments made in that year divided by the number of claims newly notified in the same period.



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**6.3** In the case of an increase we are entitled, and in the case of a reduction we are obliged, to change the subsequent premiums by the percentage resulting from B-6.2 (premium adjustment). The changed subsequent premium is notified to you with the premium invoice.

Where the average of our claims payments has risen in each of the last five calendar years by a lower percentage than the one determined by the trustee for those years under B-6.2, we may increase the subsequent premiums only by the percentage by which the average of our claims payments rose according to our own company figures in the last calendar year. That increase may not exceed the one that would result under the preceding paragraph.

**6.4** If the change under B-6.2 or B-6.3 is below five per cent, no premium adjustment takes place. That change is, however, to be taken into account in the following years.

**6.5** If the premium increases as a result of the premium adjustment under B-6.3 without the scope of cover changing, you may cancel the insurance contract within one month of receiving our notification with immediate effect, but at the earliest as at the point at which the premium increase was to take effect.

We must draw your attention to the right of cancellation in the notification. The notification must reach you at the latest one month before the premium increase takes effect. An increase in insurance tax does not give rise to a right of cancellation.

**6.6** Provisions B-6.1 to B-6.5 do not apply to financial loss liability insurance.

### B-7 Embargo provision

Notwithstanding the other provisions of the contract, cover exists only so far as and for as long as no economic, trade or financial sanctions or embargoes of the European Union or the Federal Republic of Germany directly applicable to the contracting parties stand in the way.

This also applies to economic, trade or financial sanctions or embargoes of the United States of America, so far as legal provisions of the European Union or the Federal Republic of Germany do not stand in the way.

## Part C: what further provisions must be observed?

### C-1 Declarations and notifications, change of address

#### C-1.1 Form, competent office

1 Declarations and notifications intended for us that concern the insurance contract and are made directly to the insurer must be made in text form (for example email, fax or letter). This does not apply so far as written form is required by law or these conditions provide otherwise.

2 Declarations and notifications are to be addressed to the insurer's head office or to the office designated as competent in the policy schedule.

#### C-1.2 Failure to notify a change of address or name

If you have not notified a change of your address, sending a registered letter to the last address known to the insurer is sufficient for a declaration of intent that must be made to you. The declaration counts as received three days after the letter is sent. This applies accordingly where a change of name has not been notified to the insurer.

#### C-1.3 Limitation

1 Claims under the insurance contract become time barred after three years. Limitation begins at the end of the year in which the claim arose and the creditor learned of the circumstances giving rise to the claim and of the identity of the debtor. Grossly negligent ignorance is equivalent to knowledge.

2 Where a claim under the insurance contract has been notified to the insurer, the period between notification and receipt by the claimant of the insurer's decision communicated in text form (for example email, fax or letter) does not count towards the calculation of the period.



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## C-2 Court and local jurisdiction, applicable law

### C-2.1 Actions against the insurer

1 For actions under the insurance contract against the insurer, court jurisdiction is determined by the insurer's registered seat.

2 The court in whose district you have your seat, the seat of your branch or your residence at the time the action is brought, or, in the absence of such, your habitual abode, also has jurisdiction.

3 If, however, after conclusion of the contract you move your seat, the seat of your branch or, in the absence of such, your habitual abode abroad, the courts of the state in which the insurer has its seat have jurisdiction.

### C-2.2 Actions against you

For actions under the insurance contract against you, court jurisdiction is determined by the seat of your branch or your residence or, in the absence of such, your habitual abode. If the residence or habitual abode is not known at the time the action is brought, court jurisdiction for actions under the insurance contract against you is determined by the insurer's seat or by the branch of the insurer responsible for the insurance contract.

### C-2.3 Applicable law

**German law applies to this contract and, in addition, the provisions of the German Insurance Contract Act (VVG).** This is the clause on which the notice at the top of this page rests.

## C-3 Final provision

So far as the insurance conditions do not provide otherwise, the statutory provisions apply.



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