

# **YACHT POOL**

## **CONDITIONS ON THE COMPULSORY INSURANCE OF THE OWNER OR OTHER BENEFICIARIES OF THE MOTOR BOAT FROM THE THIRD-PARTY LIABILITIES FOR THE DAMAGES CAUSED TO THE THIRD PARTIES**

Yacht-Pool conditions for the compulsory insurance are based upon the General conditions for the compulsory insurance of the owners or other beneficiaries of the motor boat from the third-party liabilities for the damages caused to the third parties of the insurer (Kvarner Wiener Städtische osiguranje d.d. which comply with the Article 76. of the Law on insurance, NN RH 46/97, 116/99 and 11/02) and are supplemented by the conditions agreed by Yacht Pool and the insurer **for his members exclusively.**

### **1. RISK DESCRIPTION**

#### **1.1. Assured from the risk:**

The liability coming out of keeping, owning and using a boat or yacht named in the insurance policy, which is intended for personal use only and/or for rental services without the professional crew, and according to the Conditions for compulsory insurance of the owner or other beneficiaries of the motor boat from the third-party liabilities for the damages caused to the third parties (kwpu 12.0100 A) and specific conditions stated below.

The persons who are transported by the boat or yacht from the previous paragraph are not considered to be the third parties in the sense of these conditions.

### **1. THE SPECIFIC CONDITIONS**

**2.1.** The legislative liability resulting from the water-skier tugging and parachute fliers is insured too.

#### **1.1.1 Not insured:**

1.1.2 the liability for damages caused by the water-skiers and parachute fliers.

1.1.3 the compulsory liability for the damages that occur during the participation in the motor boat races or test driving connected to such races.

#### **2.2. Clause on the boat leader permission**

2.2.1. If there is a legal obligation to possess the permission to drive a boat and the person leading a boat does not have one at the time of the accident, the insurer is free of any liability.

2.2.2. But in the case when the insurer could have supposed the existence of the permission, so he did not know that the unauthorized person led the boat the insurer is not free of his responsibility.

#### **2.3. Damages caused by collision or navigation fault**

If the claim for the damage payment in the case of collision or navigation fault from the policy with comprehensive insurance has already been imposed, then the same demand can not be put for the reimbursement from the compulsory insurance policy.

## **2.4. Damages abroad**

2.4.1. The legal liability from accidents according to the area of navigation, is included in the insurance policy. The reimbursement for damage will be paid in the currency of the country in which the damage has occurred. The insurer's obligation is considered to be fulfilled in the moment when the amount in the above mentioned currency is assigned to the given financial institution.

2.4.2. In the case of temporary confiscation of the boat or yacht, the necessary bail is the cost of the policy holder, if not earlier agreed in other way.

## **2.5. The sullage damages**

2.5.1. Those damages are insured by encirclement of the agreed defrayment at which the property damages are processed as material damages. The legal compulsory liability of the policy-holder for direct and indirect consequences of the physical, chemical and biological changes of the water quality is assured, the underground waters pollution with an exception of:

2.5.1.1. Feeding or bringing in of the hazard materials into water and conscious acting on the waters. The given is valid even if feeding or bringing in of the hazardous materials is done with the purpose of rescuing other legal assets.

2.5.1.2. Dripping or leakage or the oil or other liquids from the tank caused by motor operation, appliances for filling up or any engine facilities of the boat.

2.5.1.3. If the policy-holder or co-policy-holder has caused any damage by not complying with the law, regulations and authority orders for the water protection those damage reimbursement claims will be excluded.

2.5.1.4. The claims for the payment of damage which comes out of direct or indirect war circumstances, other enemy acts, mutinies, inland riots, general strikes or directly from the decisions and measures of the higher state authorities are excluded.

2.5.1.5. Damages caused by or connected to any act of terrorism, directly or indirectly, no matter of the presence of any other cause that has simultaneously or consequently contributed to the loss, damage or cost is excluded.

## **2.6. The handling of the inflammable and explosive material**

2.6.1. The damages caused by inappropriate handling or the inflammable or explosive materials on the boat are insured.

## **2.7. Signal gun**

2.7.1. The damages caused by the use of the signal gun on the boat are insured.

## **2.8. Solely property damage**

2.8.1. The solely property damage of the third parties is insured up to the amount of €25.000,00 (twenty-five thousand Euro) for the insured case, and maximally 50.000,00 E (fifty thousand Euro) for the insurance year.

## **2.9. The auxiliary boat**

The auxiliary boat is insured without supplementary premium with the outboard motor up to 10 HP. When the strength of the engine is higher the policy holder is obliged to inform the insurer on the data and strenght of the engine. If the auxiliary boat is used for other purposes and not only transport from the yacht and to the yacht the policy holder has to inform the insurer about that.

The conditions chiffre: kwpu 12.0100B become legally valid and apply to from the 1st of April 2004.