



**redefining** / standards

# **General Insurance Conditions (GIC) /** Watercraft Insurance.

Version 03.2008

Dear client

Thank you for choosing AXA as your watercraft insurer.

Regardless of whether you are faced with a breakdown, collision or theft, simply give us a call directly from the scene of the loss and we will assist you.

These General Insurance Conditions, together with the policy, define your individual insurance coverage. In order to enhance readability, all terms referring to persons refer to persons of both genders.

We wish you a pleasant and accident-free trip.

Your AXA

**Our claims unit is available 24 hours a day, 365 days a year:**

Phone 0800 809 809

From abroad:

Phone +41 800 809 809 or +41 52 218 95 95

Internet:

[www.axa-winterthur.ch](http://www.axa-winterthur.ch)

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# Overview of your watercraft insurance

Below you will find an overview of the material content of our insurance offer.

<b>Who is the insurance carrier?</b>	AXA Insurance Ltd., a stock corporation with registered office in Winterthur. (www.axa-winterthur.ch)
<b>What watercraft and persons are insured?</b>	The insured watercraft and persons are shown in the application and the policy.
<b>What types of insurance can be purchased?</b>	<p><b>Liability insurance.</b> Coverage for claims for damages arising from (GIC B 1)</p> <ul style="list-style-type: none"><li>– injury or death of persons;</li><li>– destruction of or damage to property. Cases where animals are killed or injured are deemed to be the same as property damage.</li></ul> <p><b>Hull insurance.</b> Coverage for loss or damage to the insured watercraft as shown in the application and the policy (GIC C 1) arising from</p> <ul style="list-style-type: none"><li>– fire,</li><li>– theft,</li><li>– glass breakage,</li><li>– snowslide,</li><li>– malicious acts / vandalism,</li><li>– natural forces,</li><li>– loose accessories and personal items;</li><li>– flying objects,</li><li>– collision.</li></ul> <p><b>Accident insurance.</b> Coverage for accidents in connection with the use of the insured watercraft and when providing assistance to others while underway (GIC D 1).</p>
<b>What coverage applies?</b>	<p><b>Liability insurance.</b> Within the scope of the guaranteed amount shown in the application and the policy, AXA covers the cost of bringing justified claims and defending against unjustified claims (GIC B 4).</p> <p><b>Hull insurance.</b> In case of an insured event, AXA indemnifies</p> <ul style="list-style-type: none"><li>– the cost of the repairs (GIC C 3.2) or</li><li>– the total loss (GIC C 3.3).</li></ul> <p>It also covers the cost (GIC C 3.1) of</p> <ul style="list-style-type: none"><li>– recovery and transportation to the nearest suitable dock;</li><li>– recovery of the sunk watercraft.</li></ul> <p><b>Accident insurance.</b> The insured amounts are shown in the application and the policy (GIC D 3) and apply to</p> <ul style="list-style-type: none"><li>– death,</li><li>– disability,</li><li>– daily benefits,</li><li>– daily hospital benefits,</li><li>– medical expenses.</li></ul> <p><b>Deductibles.</b> The agreed deductibles are shown in the application and the policy (GIC A 7).</p>
<b>What exclusions apply?</b>	<p><b>Liability insurance.</b> Among other things, the insurance does not cover (GIC B 5)</p> <ul style="list-style-type: none"><li>– claims brought by the owner, the keeper or the pilot of the watercraft,</li><li>– claims arising from property damage that are caused by the spouse of the person liable, his relatives in ascending and descending line, and siblings who share the same household,</li><li>– claims arising from accidents during races for which special liability insurance is in effect,</li><li>– liability if the pilot of the watercraft does not have the license required by law,</li><li>– liability arising from trips that were not officially authorized.</li></ul>

**Hull insurance.** Among other things, the insurance does not cover (GIC C 4)

- operational damage, e.g. missing or frozen fluids, overheating of engines, swelling involving wooden boats,
- damage that occurs gradually due to a lack of control, maintenance and upkeep,
- consequential costs incurred from laydays, wintering, reduced value, reduced ability to compete in races, loss of use,
- damage from scraping, pressure, polishing or coloring that occurs while the insured property is being transported,
- insured property that is lost or falls overboard,
- damage from participating in races and similar competitive driving or training runs involving watercraft with engines,
- piloting of the watercraft by someone without the license required by law,
- trips taken without official authorization.

**Accident insurance.** Among others, the insurance does not cover (GIC D 5)

- watercraft pilots who do not have the license required by law.

**Where are the insurances valid?**

The insurances are valid for European inland waters, including rivers and canals and the connecting harbors, up to the outermost breakwater wall or the border to the sea, as well as on land in Europe – excluding the Russian Federation, Estonia, Lithuania, Latvia, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, and Kazakhstan (GIC A 3).

**How is the premium calculated?**

The premium is determined on the basis of the watercraft and the pilot, the scope of the selected coverage and deductibles, as well as the level in the no-claims discount system (GIC A 5). The premiums, statutory duties and fees are shown in the application, the policy, and the premium statement.

**What are the policyholder's obligations?**

The policyholder's material obligations include

- notifying AXA immediately in the event of a loss (GIC A 6): **Phone 0800 809 809**
- not acknowledging any claims (GIC A 6.22).

**When does coverage / the contract begin and end?**

The contract begins on the date shown in the application and the policy. AXA can reject the application in writing up to the date when it issues the policy or definitely confirms coverage. At the end of the term, the contract renews automatically for one year at a time, unless notice of termination reaches one of the contracting parties at least 3 months earlier. Contracts with a term of less than 1 year end on the date shown in the application and the policy.

The contract can also be terminated early in the following situations:

- After every loss that AXA indemnifies (GIC A 9),
- If the premium, the level in the no-claims bonus system or the deductible changes, in which case the policyholder can terminate the insurance to the end of the insurance year if he objects to the new terms (GIC A 8).

**What information does AXA use and how?**

While preparing and managing the contract, AXA becomes aware of

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files,
- application information (on the risk to be insured, answers to the questions in the application, reports by experts, information on the loss experience from the previous insurer, information on the assignee, etc.), stored in policy files,
- contract information (contract term, insured risks, indemnities, etc.), stored in contract administration systems such as physical policy files and electronic risk databases,
- payment information (dates of premium payments, amounts owed, reminders, credit balances, etc.), stored in debt collection databases,
- claims information (loss reports, investigation reports, invoices, etc.) that may apply, stored in physical claims files and electronic claims application systems.

This information is needed in order to review and assess the risk, manage the contract, collect the premiums on time and handle the matter correctly in the event of claim. The information must be stored for at least 10 years after the contract has ended; claims information must be stored for at least 10 years after the claim has been settled.

If necessary, the information can be passed on to third parties such as other participating insurers, pledge holders, officials, lawyers and external experts. The information may also be passed on for the purpose of uncovering or preventing insurance fraud.

AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to master data (to identify customers), basic contract information (excluding health or claims data) and customer profiles in order to simplify administrative procedures and for marketing purposes (providing our customers with the best possible products and services).

**Important!**

Please refer to the application or the policy and the General Insurance Conditions (GIC) for further information.

# A Common conditions

## A 1

### Scope of contract

The insurances that have been purchased are shown in the policy. The scope of contract is based on what is defined in the policy and these General Insurance Conditions.

## A 2

### Beginning and end

- 1 Coverage begins on the date shown in the policy and applies to loss that occurs during the contract term.
- 2 AXA can reject the application in writing up to the date when it issues the policy or definitely confirms coverage. If it rejects the application, coverage ends 3 days after the policyholder is notified to this effect. In this case, the prorated premium is owed for the term of provisional coverage.
- 3 The contract is concluded for the term shown in the policy and renews automatically for 1 year at a time, unless notice of termination reaches one of the contracting parties no later than 3 months before the end of the term. A contract of less than one year ends on the date shown in the policy.
- 4 The insurance year begins on the date on which the annual premium is due.

## A 3

### Scope of validity

- 1 The insurances are valid for European inland waters, including rivers and canals and the connecting harbors, up to the outermost breakwater wall or the border to the sea, as well as on land in Europe. The insurance is not valid on the territory of the following European states: Russian Federation, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, and Kazakhstan.
- 2 Provided this is shown in the policy, the insurances are valid also outside of Europe and its coastal waters and on the high seas.
- 3 If the keeper moves his residence abroad (except to the Principality of Liechtenstein) or if he registers the watercraft abroad or obtains a foreign flag certificate for it, coverage ends at the latest when the insurance year ends. At the policyholder's request, the contract can also be cancelled sooner, at the earliest on the date when the watercraft is registered or the flag certificate is obtained abroad.

## A 4

### Information obligation

The policyholder must inform AXA immediately if the information on the policy or application no longer applies.

## A 5

### No-claims discount for comprehensive hull coverage

1	Table		
	Level	Annual premium in %	No-claims discount in %
	9	100	
	8	100	
	7	100	
	6	100	
	5	90	10
	4	80	20
	3	70	30
	2	60	40
	1	50	50
	0	45	55

- 2 The level and thus the premium are recalculated for every insurance year. Here, the determining factor is whether 2 or more claims arising from a collision that occurred during the previous 24 months were brought 3 months before the end of the insurance year. If during these 24 months only 1 claim (collision) was brought, the current premium level remains unchanged. Otherwise it will increase by 3 levels per claim (collision) as of the following insurance year, at maximum to level 9.
- 3 In the absence of a claim (collision), the level reduces by 1 for the following insurance year.
- 4 The level does not increase if
  - a liable party or its insurer paid the full amount in liability compensation for a claim that was settled for good;
  - the policyholder refunds the amounts that AXA has paid within 30 days from the date on which he was notified of the settlement.

## A 6

### Loss event

#### 1 General

The eligible claimant must inform AXA immediately.

In Switzerland:  
Phone 0800 809 809

From abroad:  
Phone +41 800 809 809  
Phone +41 52 218 95 95

AXA can reduce or refuse its indemnity commensurately if notification obligations and rules of conduct are culpably violated so as to affect the occurrence, scope or assessment of the loss.

## **2 Liability**

- 21 AXA negotiates with the claimant in its own name or as the insured's representative.
- 22 The insured person is not permitted to acknowledge claims by or pay amounts to the claimant of his own accord.
- 23 If a civil procedure is instituted, the insured person must let AXA manage the case. If civil law claims are brought as part of criminal proceedings, the insured person must keep AXA informed about the developments from the beginning.
- 24 AXA's settlement of claims brought by the claimant is binding on the insured person.

## **3 Hull coverage**

- 31 Repair orders may be placed only with AXA's approval. Only in urgent cases and if the costs are below CHF 500 may repair orders be placed without prior approval.
- 32 For all events involving theft, the police in the area where the theft occurred must be notified immediately.

## **4 Accident**

At AXA's request, every insured person must agree to undergo a medical examination by a doctor it mandates.

## **A 7 Deductible**

- 1 The policyholder must pay the agreed deductible for every event that AXA indemnifies.
- 2 The deductible does not apply

## **21 Liability**

- if AXA must indemnify even though the insured person is not at fault for having caused the damage (absolute liability);
- in cases involving joyriding, provided that the keeper bears no responsibility for the misappropriation of the watercraft.

## **22 Hull coverage**

- in the case of damage for which a liable party or its insurer received the full amount in liability compensation.

- 3 The deductible is invoiced by AXA or offset against the indemnity.

If the deductible is not paid within 4 weeks of the invoice date, the policyholder receives a written reminder to pay the invoice within 14 days of the reminder date.

If the reminder is ignored, the insurance contract ends after these 14 days. The policyholder continues to owe the deductible.

## **A 8**

### **Increases in premium, changes in the level in the no-claims bonus system or the rules on deductibles**

- 1 In these cases, AXA can demand a contract adjustment as of the following insurance year. It must inform the policyholder of the change no later than 25 days before the annual premium is due.
- 2 If the policyholder objects to the new contract terms, he can terminate the affected part of the insurance or the entire contract to the end of the insurance year.
- 3 The contract changes are deemed to have been accepted unless AXA receives notice of termination to the end of the insurance year.

## **A 9**

### **Termination in the event of a claim**

After every loss that AXA indemnifies, the contract can be terminated

- by the policyholder no later than 14 days after he has been notified of the payment, whereby coverage ends 14 days after receipt of the notice of termination;
- by AXA at the latest when the amount is paid, whereby coverage ends 14 days after it receives the notice.

## **A 10**

### **Supplementary law**

Supplementing these conditions, the Federal Act on Insurance Contracts (VVG), the provisions of the Federal Inland Waterways Act (BSG), and the Federal Law on Jurisdiction in Civil Matters (GestG) apply. For insurance contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if there are any deviations from the conditions mentioned above.

## B Liability insurance

### B 1

#### Coverage

- 1 The insurance covers claims for damages based on statutory liability provisions that are brought against the insured person because of
  - injury or death of persons (bodily injury);
  - damage or destruction of property (property damage). Cases where animals are killed or injured are deemed to be the same as property damage.
- 2 If insured loss is imminent because of an unforeseen event, the insurance covers the cost the insured person incurs while taking reasonable preventive steps (loss prevention costs).

### B 2

#### Insured watercraft

The insurance covers the

- watercraft shown in the policy;
- property that this watercraft tows or pushes;
- dinghy, provided it is powered by an engine that does not exceed 20 hp (14.7 kW);
- buoys, including harnesses;
- boat trailer, provided it is not subject to road traffic law.

### B 3

#### Insured persons

The insurance covers the liability of the

- owner, keeper and pilot of the watercraft;
- crew members and helpers;
- water skiers being towed.

### B 4

#### Indemnities

Within the scope of the guaranteed amounts shown in the policy, AXA covers justified claims and defends against unjustified claims.

### B 5

#### Exclusions

- 1 The insurance does not cover claims
- 11 of the owner, keeper and pilot of the watercraft;
- 12 arising from property damage caused by the spouse of the liable person, his relatives in ascending and descending line, and by siblings sharing the same household;
- 13 by persons who misappropriated the watercraft or who must have been aware of its misappropriation;
- 14 arising from accidents in connection with races for which special liability insurance is in effect;
- 15 by water skiers who were being pulled, provided no other policy provisions apply;
- 16 arising from damage to the insured watercraft and the property it carries, pulls or pushes;
- 17 arising from damage that is covered under the Nuclear Energy Liability Act.
- 2 The insurance does not cover the liability
- 21 of pilots who do not have the license required by law or do not meet the specified criteria, or by persons who should have been aware of these deficiencies if they had paid due attention;
- 22 of persons who used the watercraft they were entrusted with for unauthorized trips (by extension, this exclusion also applies to the dinghy and boat trailer);
- 23 arising from trips taken without official authorization.

### B 6

#### Recourse

AXA can reclaim all or some of the amounts it paid to the policyholder or insured person if statutory or contractual reasons apply.



## C Hull insurance

### C 1

#### Coverage

##### 1 Cost of minimizing loss

If these costs plus the amounts shown in C3 together exceed the amount of insurance, they are covered only for measures that were taken on AXA's instructions. AXA does not cover the services of public fire-fighters, police or others whose duty it is to provide assistance.

2 A distinction is made between comprehensive hull insurance and partial hull insurance.

21 The insured events are shown individually in the policy.

22 The insurance covers events that are independent of the policyholder's will.

3 **Partial hull insurance** covers the consequences of

##### 31 Fire

damage from fire, explosion or lightning; damage from short circuits is covered, unless it falls under operational damage (C 4.1).

##### 32 Theft

damage from theft or attempted theft, misappropriation for use, or robbery. However, the insurance does not cover loss from embezzlement or other forms of unlawful appropriation.

##### 33 Glass breakage

breakage of windows and other types of glass (except on lamps, sound and video reproducing apparatuses) or synthetic materials used instead of customary glass.

##### 34 Snow slides

damage caused directly from falling snow or ice.

##### 35 Malicious damage / vandalism damage

malicious or intentional breaking off of attached components or decorative elements, painting/spraying of the varnish, pouring damaging materials into the fuel tank. Other types of vandalism damage caused by an unknown third party is insured up to CHF 3,000.

##### 36 Loss from natural forces

damage caused directly by natural forces such as landslides, rockslides or rockfalls, high water, flood, windstorm (= wind speed of 75 kph or more), hail, avalanche, snow load.

The insurance does not cover damage caused by windstorms during a trip.

##### 37 Natural forces with restricted coverage

damage caused directly by natural forces such as landslides, rockslides or rockfalls, high water, flood, windstorm (= wind speed of 75 kph or more), hail, avalanche, snow load.

The insurance does not cover damage from windstorms during the trip or while the watercraft is berthed in the water.

##### 38 Loose accessories and personal belongings

loss, damage or destruction of the watercraft users' loose accessories or personal belongings that are carried along if the watercraft is damaged. Theft of loose accessories and personal belongings carried along is covered if the items were kept locked or in storage compartments.

381 In amendment of C3, AXA covers the cost of repairs, at maximum the price of an item equaling the value of the lost or damaged item at the time of the event. In this case, only the residual value is compensated.

The insurance covers the new-for-old value in the case of a total loss.

382 The indemnities are limited to the amount of insurance shown in the policy.

383 The insurance does not cover

cash, credit cards, travel and plane tickets, as well as subscriptions, securities, savings books, precious metals (as supplies, bars or commodities), coins and medals, unset gems and pearls, jewelry, sound and video storage media (e.g. tape and video cassettes, vinyl records, compact discs), EDP hardware and software (except equipment used exclusively for navigating the watercraft), portable phone and communication transmitters, radio and television sets, fax machines, merchandise and items used for professional purposes, foods and luxury consumables. Personal items of sentimental value are not covered.

##### 39 Flying objects

Damage caused from flying objects or detached parts thereof that crash.

4 **Comprehensive hull insurance** covers the consequences of

##### 41 Collision

411 damage caused by sudden and violent external impact (this includes in particular damage caused by impact, collision, hitting the ground, water leaking in, windstorm [= 75 kph and more]);

412 buckled or broken masts and spars as well as the torn standing or running rigging falls under collision damage, provided it does not constitute partial hull damage resulting from operational damage (C 4.1);

42 partial hull damage events under C3.31 to 3.39, provided this is shown in the policy.

## C 2

### Insured watercraft

- 1 The insurance covers the watercraft shown in the policy together with the statutorily or officially prescribed equipment, plus its fixed accessories and tarp. The insurance covers any value-adding investments made after the contract was signed; however, in total these may not exceed 10% of the amount of insurance shown in the policy.
- 2 Provided this is shown in the policy, the insurance also covers the
  - sails;
  - engine;
  - dinghy, if powered by an engine that does not exceed 20 hp (14.7 kW);
  - boat trailer. Coverage as for the watercraft shown in the policy.
- 3 The insurance does not cover
- 31 sound and video storage media;
- 32 portable phone and communication transmitters that can be used off board.

## C 3

### Indemnities

#### 1 General

In the case of an insured event, AXA covers the repair or total loss as well as the recovery and transportation of the watercraft to the nearest suitable dock, up to CHF 10,000.

#### 2 Repairs

- 21 AXA covers the cost of restoring the watercraft and any insured accessories to their present value, except in the case of a total loss as defined in C 3.3. Compensation can be made contingent on the repairs that were actually carried out.
- 22 The policyholder must bear the applicable share of the additional cost arising from faulty maintenance, wear and tear or prior damage, or if the repair has improved the condition of the watercraft. AXA is not obligated to pay new-for-old compensation if damaged components can be repaired so as to function correctly.

#### 3 Total loss

#### 31 Description

The definition of total loss applies if

- the cost of the repair exceeds the present value;
- a stolen watercraft and stolen insured accessories are not found within 30 days from when the theft was reported to an AXA office in Switzerland.

## 32 Calculation of indemnities

Contract year	Percent of the amount of insurance
First	100
Second	100
Third	100
Fourth	100
Fifth	100
Sixth	100–92
Seventh	92–85
Eighth	85–78
Ninth	78–72
Tenth	72–66
Eleventh	66–61
Twelfth	61–57
Thirteenth	57–53
Fourteenth	53–50
Fifteenth	50–47
Sixteenth	47–44
Seventeenth	44–43
Eighteenth	43–42
Nineteenth	42–41
Twentieth	41–40
Twenty-first	Present value

- 321 The indemnities are reduced commensurately following a claims adjuster's assessment in cases where faulty maintenance, wear and tear or prior damage have contributed to the total loss.

- 322 The insurance covers the present value of inflatable rafts, high-tech regatta boat, outboard engines, stern-drive, sails, tarps, covers, boat trailers and dinghies.

- 323 The original purchase price is compensated, provided it was lower than the calculated amount. The agreed deductible and scrap value are offset only afterwards.

#### 324 Watercraft scrap

In case of a total loss, the indemnity is reduced by the scrap value of the watercraft. In the absence of such a deduction, the remains become AXA's property once the indemnity has been paid.

Ownership rights are transferred to AXA if stolen watercraft or insured accessories are indemnified as a total loss.

## 33 Definitions of terms

### 331 Contract year

This refers to the years, calculated from when the most recent contract was issued with the watercraft's value. Amounts are prorated during a contract year.

### 332 Amount of insurance

The amount of insurance is the value shown in the policy for the insured watercraft when the contract was concluded, including the statutorily or officially prescribed equipment, fixed accessories and tarp. Provided this is shown in the policy, the sails, engine, dinghy and boat trailer are included.

### 333 New-for-old value

New-for-old value refers to the amount needed to purchase property of equal value as the property at the time of the loss event.

### 334 Present value

The value of the watercraft plus the insured accessories at the time of the insured event, taking into account the time in operation and its marketability and condition. If it proves impossible to reach an agreement, the documents of the Swiss Shipbuilders' Association apply.

#### **C 4**

##### **Exclusions**

The insurance does not cover

- 1 operational damage, in particular damage caused by something other than a violent external influence or an internal defect (e.g. missing or frozen liquids, operating errors, faulty or fatigued materials, wear and tear, exceeded capacity, malfunction of electronic and electric components), overheating of the engine, and swelling of wooden boats.
- 2 damage that occurs gradually due to a lack of control, maintenance and upkeep.
- 3 consequential costs for
  - laydays;
  - wintering;
  - any reduced value;
  - reduced capacity to compete in races;
  - loss of use.
- 4 damage from scraping, pressure, polishing or coloring that occurs while the insured property is being transported, provided such damage cannot be attributed to an accident involving the means of transportation, force majeure or theft.
- 5 insured property that is lost or falls overboard, unless this occurs in connection with insured damage to the watercraft.
- 6 damage from participating in races and similar competitive driving or training runs involving watercraft with engines;
- 7 damage in connection with warlike events, military use, requisition, earthquake, nuclear energy, ionizing radiation.

- 8 damage in connection with civil unrest and acts of violence against persons or property during riots and similar events, unless the policyholder explains plausibly that he or the pilot took all reasonable measures to avoid the damage.
- 9 damage caused in connection with committing or attempting to commit intentional criminal acts or offenses, as well as damage caused when a pilot navigates the watercraft without the license required by law or fails to meet the applicable conditions.
- 10 damage arising from trips taken without official authorization.

#### **C 5**

##### **Obligations for berthing on the water and during transport**

- 1 Depending on the location (boat harbor, buoy place, dry dock, public or private parking space, etc.), the watercraft and other insured property must be attached and properly secured in accordance with local conditions, by taking into account changing water levels as well as the material statutory provisions and official directives that apply. If snow loads pose a risk they must be cleared in good time.
- 2 The watercraft and other insured property must be correctly loaded, secured or packaged while being transported.
- 3 AXA does not indemnify if these obligations are culpably violated, unless the policyholder can prove that such violations had no effect on the causes or consequences of the events.

## D Accident insurance

### D 1

#### Coverage

- 1 The insurance covers accidents in connection with the use of the insured watercraft and when providing assistance to others while underway.
- 2 Accidents refers to physical injury in accordance with the provisions of Federal Law on Accident Insurance (UVG).
- 3 Accidents also include
  - 31 involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances;
  - 32 frostbite, heatstroke, sunstroke and damage to health caused by ultraviolet radiation, excluding sunburn;
  - 33 drowning;
  - 34 hypothermia after falling overboard.
- 4 Benefits are reduced commensurately if the health impairment or death was caused only in part by the accident.

### D 2

#### Insured persons

- 1 The insurance covers
  - 11 the users of the watercraft as shown in the policy;
  - 12 water skiers being pulled.
- 2 persons who voluntarily assist the users of the watercraft shown in the policy without pay in the case of an accident are covered for the same amounts.
- 3 The insurance does not cover
  - 31 persons who are being pulled by the watercraft while on a kite, hang glider or parachute;
  - 32 persons who perform an activity on the watercraft for pay.

### D 3

#### Benefits

- 1 **Medical expenses**
- 11 AXA covers the following treatment administered or prescribed by a licensed doctor or dentist as of the date of the accident:
  - Medical treatment and the necessary transportation of the patient;
  - Stays in private ward a hospital or spa; spa treatment only from specialized providers and with AXA's approval;
  - Services by certified nursing staff or staff from an institution for the duration of the medical treatment;
  - Rental of patients' furniture;
  - Initial purchase of prostheses, eyeglasses, hearing aids, and orthopedic aids as well as their repair or replacement (new-for-old value) if damaged or destroyed in the accident that brought about the need for insured medical treatment.

In addition, AXA covers the daily benefit deduction under the Federal Law on Accident Insurance (UVG) for the prescribed living costs at a treatment center.

- 12 AXA does not cover medical expenses paid by a liable third party or its liability insurer nor any expenses that are covered by a social insurance plan.

#### 2 **Daily hospital benefits**

AXA pays the agreed daily hospital benefits during a necessary stay in a hospital or spa. Daily hospital benefits are limited to 730 days.

#### 3 **Daily benefits**

If an accident leads to incapacity for work, AXA covers the agreed daily benefits within the scope of the medically confirmed incapacity. Daily benefits are limited to 730 days.

#### 4 **Disability**

- 41 If the accident results in permanent disability, AXA covers the corresponding disability level. The disability level is defined in accordance with the provisions on assessing physical and mental impairment of the Federal Law on Accident Insurance (UVG).
- 42 If several body parts are affected by the accident, the percentages are cumulated. However, the overall disability can never exceed 100 %.
- 43 If the insured person was disabled before the accident, AXA covers the difference between the amount resulting from the previous disability level and the amount calculated for the overall disability level.
- 44 The amount increases by 50% if the insured person has at least one child below the age of 20.

#### 5 **Death**

- 51 AXA pays the benefits for the insured person to
  - the spouse or registered partner;
  - in the absence thereof, to the children whom the insured person fully or partially supported;
  - in the absence thereof, to other persons whom the insured person primarily supported;
  - in the absence thereof, to the eligible descendants;
  - in the absence thereof, to the parents;
  - in the absence thereof, to the siblings or descendants.
- 52 In the absence of such persons, AXA covers the funeral expenses up to the insured death lump sum.
- 53 The amount increases by 50% if the insured person leaves behind at least one child below the age of 20 who stands to inherit.
- 54 In the case of insured persons who have not yet reached the age of 14 at the time of the person's death, AXA pays at maximum CHF 20,000.
- 55 In the case of insured children who are below the age of 2 years and 6 months at the time of the person's death, AXA pays at maximum CHF 2,500.

**D 4****Special benefits**

AXA covers the cost of

- necessary rescue and recovery measures and of transporting the accident victim's body to the place of residence, but not exceeding CHF 100,000 per accident; AXA will arrange for all necessary formalities;
- cleaning, repairing or replacing (new-for-old) damaged clothing or personal belongings up to CHF 2,000 per person;
- search missions to rescue or recover the insured person, up to CHF 10,000.

**D 5****Exclusions**

- 1 The insurance does not cover
- 11 the persons shown in B 5.21 and 5.22;
- 12 suicide or self-mutilation, or attempts thereof;
- 13 accidents if the watercraft was misappropriated, or in connection with circumstances as described in B 5.23 and C 4.6 to 4.10.

**D 6****Reduction if capacity of the watercraft is exceeded**

Benefits are divided by the number of persons using the watercraft at the time of the accident and multiplied by the number of seats shown in the boat registration.

**D 7****Relationship to liability insurance**

- 1 Amounts for daily hospital benefits and daily benefits for disability and death are paid in addition to any amounts from liability insurance – subject to D 7.2.
- 2 The amounts are applied to liability claims to the extent that the keeper or pilot of the watercraft himself is held liable for compensation (e.g. from recourse).

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