



General Insurance Conditions (GIC)

# Watercraft Insurance

Version 10.2021

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# Key Points at a Glance

This overview provides you with information about the key content of the insurance contract in accordance with Article 3 of the Federal Act on Insurance Contracts (ICA). The contracting parties' rights and obligations come into being on conclusion of the insurance contract, in particular on the basis of the application, policy, contract terms, and statutory provisions.

## Who is the insurance carrier?

The insurance carrier is AXA Insurance Ltd, General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation with registered office in Winterthur and a subsidiary of the AXA Group.

The insurance carrier for the legal protection insurance is AXA-ARAG Legal Protection Ltd, Affolternstrasse 42, 8050 Zurich (hereinafter referred to as "AXA-ARAG"), a stock corporation with its registered office in Zurich and a subsidiary of AXA Insurance Ltd.

## What is insured?

The insured vessels and persons are shown in the application and the policy. This contract relates to property and casualty insurance pursuant to the Insurance Contract Act.

## What risks and losses can be insured?

### Liability insurance:

Claims for damages are covered for:

- Injury to or death of persons;
- Destruction or damage to property.

Injuries to or deaths of animals are treated as property damage (B1).

### Accidental damage insurance:

The application and policy state whether accidental damage insurance with or without collision cover has been taken out. Accidental damage insurance with collision covers all events covered by accidental damage insurance without collision cover, but with the addition of collision cover. The insurance covers damage as defined in C1 to the insured watercraft due to the direct action of events specified in the application and policy.

- Collision (accidental damage insurance with collision cover only);
- Theft;
- Natural hazards;
- Glass breakage;
- Fire;
- Snowslide;
- Flying objects;
- Malicious damage and vandalism damage.

The following may be insured in addition:

- Machinery;
- Transported belongings.

### Accident insurance:

The insurance covers accidents in connection with the use of the insured watercraft and in connection with assistance provided to others while underway (D1).

### Legal protection insurance:

The insurance covers legal cases in the following areas (E6):

- Law of damages and compensation for pain and suffering;
- Criminal and administrative proceedings;

- Insurance law;
- Vehicle contract law;
- Revocation of license;
- Taxation;
- Ownership and property law;
- Patient law;
- Recovery and rescue operations.

## What is not covered?

### General exclusions

The insurance does not provide cover if the watercraft operator causes an insured event while in an intoxicated or unfit state or through particularly gross disregard for the maximum permitted speed limit (A12.5.1). Persons are deemed to be intoxicated if their blood alcohol level is above the concentration of alcohol permitted by law.

### Liability insurance:

The insurance does not cover the following, in accordance with B5:

- claims brought by the owner, the keeper, or the operator of the watercraft;
- claims arising from property damage by the spouse or registered partner of the person liable, that person's relatives in ascending and descending line, and that person's siblings sharing the same household;
- any claims arising from accidents during races for which special liability insurance exists;
- claims if the operator of the watercraft does not have the license required by law;
- claims in connection with voyages undertaken without official authorization.

### Accidental damage insurance:

The insurance does not cover the following, in accordance with C4:

- operational damage such as the absence or freezing of fluids, overheating of the engine, and
- swelling of wooden vessels;
- damage that occurs gradually due to inadequate inspection, maintenance, and upkeep;
- consequential costs incurred from laydays, wintering, reduced value, reduced ability to compete in races, and loss of use;
- damage from scraping and pressure, or damage to the polish or paintwork that occurs while the insured property is being transported;
- insured property that is lost or falls overboard;
- damage from participating in races and similar competitions or training runs involving watercraft with engines;
- operation of the watercraft by someone without the license required by law;
- voyages without official authorization.

### Accident insurance:

The insurance does not cover watercraft operators who do not have the license required by law (D5).

### Legal protection insurance:

The insurance does not cover the following specific cases, in accordance with E7:

- legal cases against AXA-ARAG or parties who provide services in an insured legal case;
- legal cases in connection with intentional felonies;
- legal cases in connection with defense against non-contractual claims for damages and compensation for pain and suffering;

- legal cases in connection with participating in competitions and races;
- legal cases in connection with operating the watercraft without valid licenses/identification documents or license plates;
- legal cases in connection with repeated operation of a watercraft in an intoxicated or unfit state.

### Which benefits do AXA and AXA-ARAG pay?

#### Liability insurance:

Within the scope of the guaranteed amount shown in the application and the policy, AXA pays justified claims and defends against unjustified claims (B4).

#### Accidental damage insurance

In case of an insured event, AXA covers the repair costs (C3.2) or pays the compensation for total loss (C3.3).

AXA also pays the costs of recovery and transport to the nearest suitable dock, up to a maximum of CHF 100,000 (C3.1).

#### Accident insurance:

The coverage is shown in the application and the policy (D3):

- Medical costs
- Daily hospital benefits
- Daily benefits
- Disability
- Death

The application and policy state which individual benefits are insured.

#### Legal protection insurance:

In insured legal cases, AXA-ARAG provides the following benefits in particular, up to the sums insured shown in E4:

- legal advice by telephone;
- processing of the legal case;
- necessary lawyers' fees;
- advance payment for criminal defense retained for the first questioning;
- costs of expert opinions and analyses;
- court fees or other costs of proceedings;
- costs of penal orders and first-instance proceedings concerning the revocation of operators' licenses and watercraft registrations;
- interpreter fees;
- indemnification of the legal expenses of the opposing party;
- waiver of benefit reduction in cases of gross negligence (E4.3.1).

#### Deductibles

The agreed deductibles are shown in the application and the policy (A7; for legal protection, E4.1.3).

### Where are the insurances valid?

The insurances are valid for European inland waters, including rivers and canals and the connecting harbors, up to their outermost breakwater wall or their border with the sea. The insurances are also valid on land in Europe excluding the Russian Federation, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, and Kazakhstan (A2).

### How much is the premium and when is it due?

The amount of the premium is based on the watercraft, the scope of coverage selected, the deductibles and additional criteria; and additionally, for accidental damage insurance with collision cover, on the level in the no-claims discount system (A6). The premiums, their due dates, the premium level, statutory duties and fees are shown in the application, the policy, and the premium statement.

### What are the policyholder's main obligations?

The policyholder's main obligations are as follows:

- Immediate notification of AXA or AXA-ARAG in the event of a claim (A12.1 and E8.1)
- No acknowledgment of any claims by injured parties (A12.2.2)
- Immediate notification of AXA and AXA-ARAG if any of the information contained in the policy changes (A11.2)
- Damage prevention (Art. 29, Insurance Contract Act)

### When does the notice of claim need to be filed?

The eligible claimant must file the notice of claim immediately in accordance with A12.1.

### When does the insurance begin and end?

The insurance begins on the date specified in the policy. AXA may reject the application up until the date on which it issues the policy or a definitive cover note. The insurance is valid for the period specified in the policy.

Unless the insurance contract is terminated on expiry, it is automatically renewed for one year at a time. An insurance contract concluded for less than one year expires on the date specified in the policy.

The contract can also be terminated early by giving notice, for reasons such as the following:

- after every claim for which AXA pays benefits (A4.3);
- if the premium is increased or the no-claims bonus system or the deductible is changed, the policyholder may terminate the policy at the end of the insurance year (December 31) if they do not agree to the changes (A9.2).

### How to exercise the right of withdrawal.

The policyholder may withdraw from the contract with AXA within 14 days of acceptance. This deadline will be met if the withdrawal is communicated to AXA in writing or in another form of text (e.g. by email).

As a consequence of withdrawal, benefits already received must be paid back.

### Special information for the Principality of Liechtenstein

The applicant is bound by the application to conclude an insurance contract for a period of two weeks after submitting or sending it. This period is extended to four weeks if a medical examination is required.

If AXA is in breach of the duty to provide information pursuant to the Liechtenstein Insurance Contract Act or the Liechtenstein Insurance Supervision Act, the policyholder has the right to withdraw during a four-week period from receipt of the policy.

The responsible supervisory authority is the Swiss Financial Market Supervisory Authority FINMA, 3000 Bern.

### What definitions apply?

The key terms are explained in Part C3.3.3.

### What information do AXA and AXA-ARAG use and how?

AXA and AXA-ARAG use and protect data in accordance with the applicable statutory provisions. More information may be found at [AXA.ch/data-protection](https://www.axa.ch/data-protection).

# General Insurance Conditions (GIC)

## Part A General Conditions of the Insurance Contract

### A1 Scope of the contract

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The policy specifies what cover has been concluded. The policy, these General Insurance Conditions (GIC), and any Special Insurance Conditions (SIC) provide information about the scope of coverage.

The insurance covers events that occur during the term of the contract. E9 applies to legal protection insurance. The contract term is specified in the policy.

### A2 Territorial scope

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#### A2.1 European inland waters

The insurance is valid for European inland waters, including rivers and canals and the connecting harbors, up to their outermost breakwater wall or their border with the sea. The insurance is also valid on land in Europe. It is not valid on the territory of the following European states: Russian Federation, Estonia, Latvia, Lithuania, Belarus, Ukraine, Moldova, Georgia, Armenia, Azerbaijan, and Kazakhstan.

#### A2.2 Extension of scope of validity

The scope of validity of the insurance can be extended. Any extension that has been agreed is stated in the policy. Losses and damage in restricted zones are not covered.

##### A2.2.1 European coastal waters

The insurance is also valid in European coastal waters provided that the watercraft remains within sight of and not more than six nautical miles from the coast. A shorter distance may apply depending on the regulations of the country concerned.

##### A2.2.2 High seas (zone B)

Provided that the construction and equipment of the watercraft as well as the operator's license meet the requirements of the Swiss Maritime Authority, the insurance is valid – in addition to its validity on the inland waters of Western Europe – on the high seas of Western Europe, i.e.

- in the waters of the Baltic Sea;
- in the Kattegat;
- in the Skagerrak;
- in the North Sea;
- in the English Channel;
- in the Irish Sea;
- in the waters connecting to the Atlantic Ocean within 60° north, including Bergen, 20° west, and 25° north;
- in the Mediterranean Sea including the straits and connecting inland seas.

##### A2.2.3 High seas (zone C)

Provided that the construction and equipment of the watercraft as well as the operator's license meet the requirements of the Swiss Maritime Authority, the insurance is valid worldwide.

#### A2.3 Relocation of domicile abroad

If the keeper moves their domicile abroad or if they register the watercraft abroad or obtain 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 canceled sooner, at the earliest on the date when the watercraft is registered abroad or the flag certificate is obtained abroad. This provision does not apply if the keeper relocates their domicile to the Principality of Liechtenstein.

### A3 Term of the contract

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The insurance contract begins on the date specified in the policy. It is concluded for the term specified in the policy, after which it is automatically renewed for one year at a time. A contract concluded for less than one year ends on the date shown in the policy. Any provisional insurance coverage that may be in place expires once the policy is issued.

AXA may reject the application. Any provisional insurance coverage that may be in place ends three days after notice of such rejection is received by the applicant. In this case, the applicant will owe the *pro rata* premium for the period of coverage.

### A4 Termination of the contract

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#### A4.1 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (email, for example) up to three months prior to its expiry.

If the term of the contract is longer than three years, the parties may terminate it at the end of the third year or of each subsequent year by giving notice in writing or another form of text (email, for example).

#### A4.2 Termination after a claim or legal case

After a claim or legal case for which AXA or AXA-ARAG pay benefits, the contract can be terminated:

- by the policyholder, no later than 14 days after they become aware of the payment of the benefit, with coverage ending 14 days after receipt by AXA of the notice of termination;
- by AXA or AXA-ARAG, at the latest on disbursement of the benefit or provision of the last service; insurance coverage ends 14 days after the policyholder receives the notice of termination.

#### A4.3 Termination by the policyholder in the event of contract adjustment by AXA

A9.2 applies.

## A5 Premiums

### A5.1 Premium amount and due date

The premium specified in the policy is due on the first day of each insurance year; the due date for the first premium is specified in the invoice. In the event of installment payments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

### A5.2 Premium calculation

The amount of the premium is based on the watercraft and the operator, the scope of coverage selected, the deductibles and additionally, for accidental damage insurance with collision cover, on the level in the no-claims discount system (A6). The premiums, their due dates, the premium level, statutory duties and fees are shown in the application, the policy, and the premium statement.

## A6 No-claims discount and bonus protection in accidental damage insurance with collision cover

### A6.1 No-claims discount table

Level	Annual premium	No-claims discount in %
	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

### A6.2 Calculation of the no-claims discount level

The no-claims discount level and thus the premium are recalculated for every insurance year. The relevant period for the calculation comprises the 24 months prior to the applicable date, which is 3 months before the end of the insurance year.

If one claim was notified for a collision event in accordance with C1.1 during this period, the current premium level remains in place (bonus protection).

If two or more claims were notified during this period, the premium level for the next insurance year is increased by three levels per collision claim, but only up to a maximum of level 9.

In the absence of a claim, the level reduces by 1 for the following insurance year.

Likewise, the no-claims discount level is not increased if:

- a liable party or their insurer paid the full amount in liability compensation for a claim that was definitively settled;
- the policyholder refunds the benefits that AXA has paid within 30 days from the date on which the policyholder was notified of the settlement.

## A7 Deductible

### A7.1 General

For every event for which AXA or AXA-ARAG pays benefits, the policyholder must pay the agreed deductible.

### A7.2 Waiver of deductible

#### A7.2.1 Liability

The deductible does not apply:

- if AXA must pay benefits even though the insured is not at fault (strict liability);
- in cases involving joyriding, provided that the keeper bears no responsibility for the misappropriation of the watercraft.

#### A7.2.2 Accidental damage

The deductible is waived in the case of damage for which a liable party or its insurer paid the full amount in liability compensation.

#### A7.2.3 Legal protection insurance

E4.1.3 applies.

#### A7.3 Collection of deductible

The deductible is invoiced by AXA or AXA-ARAG, or is offset against the benefits. If the deductible is not paid within 4 weeks of the invoice date, the policyholder receives a formal reminder to pay the invoice within 14 days of delivery of the reminder. If the deductible is still not paid, the entire insurance contract lapses after this 14-day period. The policyholder continues to owe the deductible.

## A8 Gross negligence

### A8.1 Liability, accidental damage, and accident

AXA waives its right of recourse and reduction if traffic accidents or collisions are caused through gross negligence, unless the operator caused the insured event while intoxicated or unfit or by grossly disregarding the permitted maximum speed.

### A8.2 Legal protection

E4.3.1 applies.

## A9 Contract adjustment by AXA or AXA-ARAG

### A9.1 Notification by AXA

AXA or AXA-ARAG may adjust the contract with effect from the following insurance year if there are changes to:

- premiums
- rules on deductibles
- the no-claims discount system

Notification of a contract adjustment must reach the policyholder no later than 25 days prior to the start of the new insurance year.

### A9.2 Termination by the policyholder

The policyholder shall then have the right to terminate that part of the contract affected by the change, or the entire contract, at the end of the current insurance year. At the end of the insurance year, the contract will then end to the extent specified by the policyholder. Notice of termination must reach AXA no later than on the last day of the current insurance year.

### A9.3 Consent to an adjustment to the contract

An adjustment to the contract is deemed to have been accepted if the policyholder does not give notice of termination.

## A10 Duty of care and other obligations

### A10.1 Duty of care and other obligations in the event of a claim

A12 applies.

## A11 Duty to provide information

### A11.1 Communication with AXA or AXA-ARAG

The policyholder or eligible claimant must address all communications to the relevant branch office or registered office of AXA or AXA-ARAG.

### A11.2 Increase or decrease in risk

The policyholder must inform AXA immediately if the information stated in the policy has changed.

### A11.3 Claims and legal cases

A12 applies.

### A11.4 Contract adjustments by AXA or AXA-ARAG

A9.1 applies.

### A11.5 Termination of the contract

A4 applies.

## A12 Claims and legal cases

### A12.1 General

The eligible claimant must notify AXA or AXA-ARAG immediately of a claim or legal case. If notification obligations and rules of conduct are breached so as to affect the occurrence, scope, or assessment of the loss/damage, benefits may be reduced or refused in accordance with the consequences arising from such breach. This step will not be taken if, under the circumstances, the breach was beyond the insured's control or if the insured can prove that the legal case did not arise as a result of it and that the amount of the benefits owed was not affected.

#### A12.1.1 Options for notifying claims to AXA:

- by telephone;
- via claims form at [www.axa.ch](http://www.axa.ch);
- via the myAXA smartphone app;
- via the craft's telematics equipment;
- in writing (see the last page of these GIC).

In the case of loss events notified by telephone, AXA is entitled to require an additional notification of the claim in writing.

#### A12.1.2 Legally valid notifications to AXA-ARAG are possible in the following ways:

##### **in writing:**

AXA-ARAG Legal Protection Ltd  
Affolternstrasse 42  
8050 Zurich

##### **by telephone:**

AXAiur Telephone Services  
Phone +41 848 11 11 00  
Legal advice, notification of legal cases, information on insurance products and premium statements

##### **online:**

MyRight.ch – the online legal portal

Notifications by AXA-ARAG to the policyholder and to insureds are legally valid if sent to the most recent address in Switzerland provided by them in writing, or to their legal representatives.

### A12.2 Liability

A12.2.1 AXA negotiates with injured parties in its own name or as the insured's representative.

A12.2.2 The insured is not permitted to acknowledge claims by or make payments to injured parties.

A12.2.3 If a civil action is instituted, the insured must let AXA manage the case. If civil law claims are brought as part of criminal proceedings, the insured must keep AXA informed about the proceedings from the beginning.

A12.2.4 AXA's settlement of claims brought by the injured party is binding on the insured.

### A12.3 Accidental damage

A12.3.1 The eligible claimant must make it possible for AXA to inspect the damaged watercraft before it is repaired. Repair orders may be placed only with AXA's approval.

A12.3.2 In a case of theft, the police station in the area where the theft occurred must be notified immediately.

A12.3.2.1 If the watercraft is stolen abroad, the police station in the area where the theft took place as well as the police at the location of the policyholder's domicile or registered office in Switzerland must be notified immediately.

### A12.4 Accident

At AXA's request, each insured must undergo an examination by doctors appointed by AXA.

### A12.5 Intoxicated and unfit condition or gross disregard of maximum permitted speed

A12.5.1 The following apply if the operator of the watercraft caused the insured event while intoxicated or in an otherwise unfit condition, or by grossly disregarding the permitted maximum speed, and if their license was revoked for one of these offenses during the five years immediately prior to the event:

- under accidental damage insurance, AXA does not pay benefits if the policyholder was aware or must have been aware of the unfit condition or intoxication of the operator;
- under accident insurance, AXA does not pay benefits for the watercraft operator.

An intoxicated condition is a condition in which the legally permitted concentration of alcohol in the blood is exceeded.

A12.5.2 If the operator proves that their license was not revoked in the five years prior to the event for one of the offenses stated in A8.1, benefits on account of loss or damage caused by gross negligence shall only be reduced.

A12.5.3 Recourse claims against the operator are not affected by these provisions.

A12.5.4 These restrictions do not apply if the substantiated offense had no influence on the cause or consequences of the event.

### A12.6 Legal protection insurance

E8 applies to the procedure in a legal case.

## **A13**    **Principality of Liechtenstein**

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If the policyholder is resident or has their registered office in the Principality of Liechtenstein, the references to provisions of Swiss law contained in the insurance contract documents shall be construed as referring to the corresponding provisions of Liechtenstein law.

## **A14**    **Applicable law and place of jurisdiction**

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### **A14.1**    **Applicable law**

This contract is subject to Swiss law. For contracts that are subject to Liechtenstein law, the binding provisions of Liechtenstein law take precedence if they differ from these General Insurance Conditions (GIC).

### **A14.2**    **Place of jurisdiction**

The ordinary courts of Switzerland and, in the case of policyholders having their domicile or registered office in the Principality of Liechtenstein, the ordinary courts of Liechtenstein, have exclusive jurisdiction over any disputes arising out of or in connection with the insurance contract, including lawsuits filed by insureds or third parties for indemnity for liability claims.

## **A15**    **Sanctions**

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The obligation to provide benefits shall lapse insofar as and as long as applicable legal economic, trade, or financial sanctions inhibit indemnification under this contract.

# Part B

## Liability Insurance

### B1 Coverage

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#### B1.1 Statutory liability provisions

The insurance covers claims for damages against the insureds brought on the basis of statutory liability provisions in the event of

- injury to or death of persons (bodily injury);
- damage to or destruction of property (property damage). Injuries to or deaths of animals are treated as property damage.

#### B1.2 Loss prevention costs

If an insured loss is imminent because of an unforeseen event, the insurance covers the cost the insured incurs for appropriate steps to avert this risk.

### B2 Insured watercraft

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The insurance covers:

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

### B3 Insureds

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This insurance covers liability on the part of

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

### B4 Benefits

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

### B5 Exclusions

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**B5.1** The insurance does not cover claims by the owner, keeper, and operator of the watercraft.

**B5.2** The insurance does not cover claims arising from property damage by the spouse or registered partner of the person liable, that person's relatives in ascending and descending line, and that person's siblings sharing the same household.

**B5.3** The insurance does not cover claims by persons who have misappropriated the watercraft and by injured third parties who were aware that the watercraft had been misappropriated.

**B5.4** The insurance does not cover claims arising from accidents during races for which special liability insurance is in effect.

**B5.5** The insurance does not cover claims arising from loss of or damage to the insured watercraft and the property it carries, tows, or pushes.

**B5.6** The insurance does not cover claims arising from loss/damage that is covered under the Nuclear Energy Liability Act.

**B5.7** The insurance does not cover the liability of watercraft operators who do not have the legally required license/identification document or do not meet the corresponding requirements, or of persons who should have been aware of these deficiencies if they had paid due attention.

**B5.8** The insurance does not cover the liability of persons who used the watercraft left in their care for voyages for which they were not authorized. This exclusion also applies by extension to the dinghy and the boat trailer.

**B5.9** The insurance does not cover liability arising from voyages that were not officially authorized.

### B6 Recourse

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AXA can reclaim some or all of the disbursed benefits from the policyholder or the insured if:

- there are legal or contractual reasons to do so;
- it has to pay benefits after the insurance policy has lapsed.

## Part C

# Accidental Damage Insurance

### C1 Scope of coverage

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Accidental damage insurance with collision cover includes the accidental damage event of collision (C1.1), the accidental damage events not involving collision as defined in C1.2 to C 1.11, and – if additionally agreed – machinery insurance (C1.12).

Accidental damage insurance without collision cover includes accidental damage events C1.2 to C1.10 – excluding accidental damage events involving collision, and excluding machinery insurance.

The policy states which coverage was agreed and which events are insured.

The insurance covers loss of or damage to the insured watercraft arising from the direct effects of events C1.1 to C1.12.

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#### C1.1 Collision

Loss or damage due to a sudden and violent external occurrence. This specifically includes loss or damage due to impact, collision, running aground, taking on water, capsizing, sinking, and windstorm (winds of 75 kph or more).

Buckled or broken masts and spars as well as torn standing or running rigging fall under collision damage, provided that there is no other accidental damage event or operational damage as defined in C 4.1.

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#### C1.2 Theft

Damage caused by theft or attempted theft, misappropriation for use or robbery.

The insurance does not cover loss or damage due to unlawful appropriation, embezzlement, or fraud.

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#### C1.3 Natural hazards

Loss or damage caused directly by natural events such as landslides, rockslides, rockfalls, high water, flood, windstorm (winds of 75 kph or more), hail, avalanche, and snow load.

The insurance does not cover loss or damage caused by windstorms during the voyage or while the watercraft is berthed in the water.

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#### C1.4 Natural hazards 'Plus'

This coverage corresponds to that described in C1.3, but also includes loss or damage caused by windstorms while the watercraft is berthed in the water.

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#### C1.5 Glass breakage

Breakage of windows and other types of glass or of synthetic materials used instead of customary glass, with the exception of light bulbs, and sound and video reproducing apparatuses.

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#### C1.6 Fire

Loss or damage caused by open fire, explosion, implosion, and lightning. Loss of/damage to cables caused by cable fire (short circuit) is covered even if there is no open fire.

The insurance does not cover warranty claims against third parties.

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#### C1.7 Snowslide

Loss/damage from snow or ice falling onto the watercraft from above.

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#### C1.8 Malicious damage and vandalism damage

Losses/damage due to malicious or intentional severance of attached components or decorative elements, daubed paintwork, or harmful materials poured into the fuel tank. Other vandalism damage caused by unknown third parties is insured up to a maximum of CHF 10,000. Scratching of the paintwork is not covered.

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#### C1.9 Loose accessories and personal items

Damage to or destruction of items of property transported in the watercraft and items worn by the operator or passengers if the watercraft sustains damage.

Theft is insured only if these items were locked inside the watercraft or in storage compartments, or were permanently attached to the watercraft.

Benefits are limited to the sum insured stated in the policy.

The insurance does not cover:

C1.9.1 All types of means of payment, monetary assets, valuables, tickets, subscriptions, items of personal sentimental value, and restoration costs for photo, film, and sound recordings, computer data, and files.

C1.9.2 All types of electronic equipment (desktop and laptop computers, mobile phones, etc.), software, and merchandise, as well as objects that are used in the exercise of a profession.

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#### C1.10 Flying objects

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

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#### C1.11 Seaweed

The insurance covers damage caused by seaweed, as well as nets, ropes, or lines. Compensation is limited to a maximum of CHF 5,000. The deductible is CHF 500.

**C 1.12 Machinery insurance: external influences and internal causes**

#### C1.12.1 Insured property

Cover includes all electrical and electromechanical devices and equipment that are permanently attached to the insured watercraft, such as the drive train, generators, and communication and navigation instruments. Devices and equipment such as outboard motors or navigation instruments which are detachable are only covered as long as they are installed in the vessel and included in the sum insured.

#### C1.12.2 Insured risks

In addition to C1.1 to C1.11 and in partial amendment of C 4.1, coverage includes unforeseeable and sudden damage to or destruction of the insured property due to external influences and internal causes. This category includes (but is not limited to) the following:

- improper use, carelessness, negligence;
- damage from the effects of electricity such as short circuit, overcurrent, or overvoltage;
- design, material, or manufacturing errors;
- overload, over-revving;
- over-vacuum or overpressure;

- insufficient water, oil, fuel, or other operating agents;
- damage from fluids the cause of which lies within the insured property;
- failure of systems for measuring, controlling, and safety;
- failure of electronics.

The term 'failure of electronics' denotes a case where electronic parts become unusable – i.e. when they no longer function or no longer function correctly without there being any visible damage or destruction. Proof of damage is provided once the function has been restored following replacement of the smallest interchangeable electronic assembly.

#### C1.12.3 Duty of care

C1.12.3.1 The manufacturer's instructions regarding maintenance, care, and operation of the insured property must be observed. Specifically, service intervals stipulated in the operating instructions or elsewhere must be complied with and, if so prescribed, servicing must be carried out and verified by a qualified specialist.

C1.12.3.2 If further use of an item of insured property after the occurrence of damage is contrary to recognized technical rules, the item may be used again only after it is definitively restored and its proper operation is guaranteed.

C1.12.3.3 Faults and defects which could lead to loss or damage and which are, or must have been, known to the policyholder, the latter's representative, or the responsible operational management, must be rectified as quickly as possible at the said parties' own expense.

C1.12.3.4 If the policyholder, the policyholder's representative, or the responsible operational management is culpably in breach of duty of care obligations, safety rules, or other obligations, or if the said parties were culpably in breach of the technical rules that were generally recognized when the loss or damage occurred, AXA may, in the event of a claim, reduce the compensation in proportion to the extent that the lapse influenced the occurrence or scope of the loss or damage.

## C2 Insured watercraft

**C2.1** The insurance covers the watercraft specified in the policy together with the statutorily or officially prescribed equipment including its fixed accessories and cover (tarpaulin). The insurance also covers any value-adding investments made after the contract was signed; in total, however, these may not exceed 10% of the sum insured specified in the policy.

#### **C2.2 If mentioned in the policy, the insurance also covers:**

- sails;
- engine;
- dinghy, if powered by an engine that does not exceed 20 hp (14.7 kW);
- boat transporter (trailer).

Coverage applies in the same way as for the watercraft shown in the policy.

## C3 Benefits

### **C3.1 General**

In the case of an insured event, AXA provides benefits for the repairs or pays the total loss compensation. In addition, AXA pays the costs of recovery and transport to the nearest suitable dock, up to a maximum of CHF 100,000.

### **C3.2 Repairs**

C3.2.1 AXA covers the cost of repairs to the watercraft and any insured accessories which reflect their present value, except in the case of a total loss as defined in C3.3. Compensation can be made contingent on the repairs actually having been carried out.

C3.2.2 The policyholder must pay part of the repair costs if

- inadequate maintenance, wear and tear, or prior damage have increased the repair costs, or
- if the condition of the watercraft was improved by the repair.

AXA is under no obligation to pay new-for-old compensation if damaged components can be repaired so as to function correctly.

### **C3.3 Total loss**

C3.3.1 The definition of total loss applies if:

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

C3.3.2 Calculation of benefits

Contract year	Percent of the sum insured
1.	100
2.	100
3.	100
4.	100
5.	100
6.	100–92
7.	92–85
8.	85–78
9.	78–72
10.	72–66
11.	66–61
12.	61–57
13.	57–53
14.	53–50
15.	50–47
16.	47–44
17.	44–43
18.	43–42
19.	42–41
20.	41–40
21.	Present value

C3.3.2.1 Benefits are reduced commensurately following a claims adjuster's assessment in cases where inadequate maintenance, wear and tear, or prior damage have contributed to the total loss.

C3.3.2.2 The insurance covers the present value of inflatable rafts, high-tech regatta boats, outboard motors, sterndrives, sails, tarpaulins, covers, boat trailers, and dinghies.

C3.3.2.3 The effective purchase price is compensated if it was lower than the benefits determined in this way. The agreed deductible and the salvage value are only deducted after the benefits have been calculated.

- C3.3.2.4 Remains of the watercraft**  
In the case of a total loss, the benefits are reduced by the value of the remains of the watercraft. If this value is not deducted, the remains become the property of AXA as soon as the benefits have been paid. Ownership rights are transferred to AXA if a misappropriated watercraft or insured accessories are indemnified as a total loss.
- C3.3.2.5 Value added tax**  
Claims payments are disbursed without value added tax to taxpayers who are able to deduct the input tax. Claims payments based on provisional estimates of repair costs do not include value added tax.
- C3.3.3 Definitions of terms used in calculating benefits (C3.3.2)**
- **Contract years:** The contract years are the number of years since issuance of the last contract specifying the watercraft's value. Amounts are prorated during a contract year.
  - **Sum insured:** The sum insured is the value specified in the policy for the insured watercraft when the contract was concluded, including the statutorily or officially prescribed equipment, fixed accessories, and tarp. If specifically stated in the policy, the sails, engine, dinghy, and boat trailer are also included.
  - **Reinstatement value:** Reinstatement value refers to the amount needed to purchase new property of equal value at the time of the loss event.
  - **Present value:** The present value is the value of the watercraft plus the insured accessories at the time of the insured event, taking into account its period of operation, marketability, and condition.

## C4 Exclusions

- C4.1** The insurance does not cover loss or damage resulting from operation (operational damage), specifically
- loss or damage without violent external influence;
  - loss or damage due to an internal defect, e.g. missing or frozen fluids, operating errors, faulty or fatigued materials, wear and tear, exceeded capacity, malfunction of electrical and electronic components;
  - overheating of the engine;
  - swelling of wooden vessels.
- C4 does not apply to machinery insurance, C1.12.
- C4.2** The insurance does not cover loss/damage that occurs gradually due to inadequate inspection, maintenance, and upkeep.
- C4.3** The insurance does not cover consequential costs due to:
- laydays;
  - wintering;
  - any reduced value;
  - reduced capacity to compete in races;
  - loss of use.
- C4.4** The insurance does not cover damage from scraping and pressure, or damage to the polish or paintwork that occurs while the insured property is being transported, unless such damage can be attributed to an accident involving the means of transportation, force majeure, or theft.
- C4.5** The insurance does not cover insured property that is lost or falls overboard, unless this occurs in connection with insured damage to the watercraft.

- C4.6** The insurance does not cover loss or damage due to participating in races and similar competitions or training runs involving watercraft with engines.
- C4.7** The insurance does not cover loss or damage in connection with warlike events, military use, requisition, earthquake, nuclear energy, and ionizing radiation.
- C4.8** The insurance does not cover loss or damage in connection with civil unrest and violence against persons or property during riots and similar events, unless the policyholder explains plausibly that the policyholder or the operator of the watercraft took reasonable measures to avoid the loss or damage.
- C4.9** The insurance does not cover loss or damage resulting from intentionally attempted or committed felonies or crimes.
- C4.10** The insurance does not cover loss or damage occurring when the watercraft is operated by a person who is not in possession of the license/identification document required by law or who does not meet the relevant conditions.
- C4.11** Damage during voyages without official authorization.
- C4.12 Exclusions for machinery insurance (C1.12)**
- C4.12.1** The insurance does not cover loss or damage which is insured or insurable pursuant to C1.1 to C1.11.
- C4.12.2** The insurance does not cover loss/damage resulting directly from
- lasting, foreseeable influences of a mechanical, thermal, chemical, or electrical nature such as aging, wear and tear, corrosion, or rotting;
  - excessive rust, sludge, boiler scale, and other deposits;
  - frost, freezing of coolant.
- Furthermore, the insurance does not cover loss or damage in connection with seaweed, nets, ropes, or lines. If such damage leads to sudden and unforeseeable damage to or destruction of insured items, these forms of consequential damage are included within the scope of coverage agreed in the policy, with the exception of consequential damage due to frost, nets, ropes, or lines.
- C4.12.3** The insurance does not cover loss or damage for which the manufacturer or seller is liable by law or contract.
- C4.12.4** The insurance does not cover changes to or loss of data and programs.

## C5 Obligations for berthing on the water and during transport

- C5.1** Depending on its location (marina, mooring buoy, dry dock, public or private mooring/parking space, etc.), the watercraft and other insured property must be properly attached and secured in accordance with local conditions, taking account of changing water levels as well as material statutory provisions and official directives that apply. If snow loads pose a risk, they must be cleared in good time.
- C5.2** The watercraft and other insured property must be correctly loaded and attached, secured, or packaged while being transported.
- C5.3** AXA pays no benefits if the obligations were culpably breached unless the policyholder can prove that the breach of obligations influenced neither the occurrence or the consequences of the events.

## Part D

# Accident Insurance

### D1 Coverage

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- D1.1** The insurance covers accidents in connection with the use of the insured watercraft and in connection with assistance provided to others while underway.
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- D1.2** The insurance also covers accidents when the policyholder is operating a third-party watercraft
- if the policyholder is a natural person and
  - if the policyholder does not have equivalent insurance coverage under another passenger accident insurance policy.
- 
- D1.3** Accidents are deemed to be physical injuries pursuant to the provisions of the Federal Act on Accident Insurance (AIA) and the Federal Act on General Aspects of Social Security Law (GSSLA). Causality is established in accordance with the AIA.
- 
- D1.4** Accidents also include:
- the involuntary inhalation of gases and vapors and the accidental ingestion of toxic or corrosive substances;
  - frostbite, heatstroke, sunstroke, and health impairments caused by ultraviolet radiation, excluding sunburn;
  - drowning;
  - hypothermia after falling overboard.
- 
- D1.5** Benefits are reduced commensurately if the health impairment or death was caused only in part by the accidental event.

### D2 Insureds

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- D2.1** The insurance covers:
- the users of the watercraft that is specified in the policy;
  - water skiers being towed.
  - Persons who voluntarily and without pay assist the users of the watercraft specified in the policy in the event of an accident are covered for the same amounts.
- 
- D2.2** The insurance does not cover
- persons who are being pulled by the watercraft while on a kite, hang glider, or parachute;
  - persons who perform an activity on the watercraft for pay.

### D3 Benefits

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- D3.1 Medical expenses**
- D3.1.1** AXA covers the following measures administered or prescribed by a licensed doctor or dentist as from the date of the accident:
- medical treatment and the transport of the patient required for this purpose;
  - stays in the private wards of hospitals and spas; costs of spa treatments are paid only if they are approved by AXA and are provided in specialized facilities;
  - services provided by registered nursing staff or the nursing staff provided by an institution for the duration of the medical treatment;
  - rental of medically required mobility aids;
  - initial procurement of prostheses, eyeglasses, hearing aids, and orthopedic aids.
- The insurance also covers the repair of prostheses, eyeglasses, hearing aids, and orthopedic aids or their replacement (reinstatement value) if such items were damaged or destroyed in the accident that led to the insured medical treatment.
- AXA also pays the daily allowance for living costs during hospitalization as laid down in the Federal Act on Accident Insurance (AIA).
- D3.1.2** 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.
- 
- D3.2 Daily hospital benefits**
- AXA pays the agreed daily hospital benefits during a necessary stay in a hospital or spa, up to a maximum of 730 daily benefits.
- 
- D3.3 Daily benefits**
- If an accident leads to incapacity for work, AXA covers the agreed daily benefits within the scope of the medically confirmed incapacity for work, up to a maximum of 730 daily benefits.
- 
- D3.4 Disability**
- D3.4.1** If the accident results in disability that is likely to be permanent, AXA pays a percentage corresponding to the disability level. The disability level is defined in accordance with the provisions on assessing physical and mental impairment in the Federal Act on Accident Insurance (AIA).
- D3.4.2** If several body parts are affected by the accident, the percentages are cumulated. However, the overall disability can never exceed 100%.
- D3.4.3** If the insured was already physically or mentally disabled before the accident, AXA covers the difference between the hypothetical amount resulting from the previous degree of disability and the amount calculated for the overall degree of disability.
- D3.4.4** AXA's benefit increases by 50% if an insured has at least one child aged below 20 at the time of the accident.

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**D3.5 Death of insured**

- D3.5.1 AXA pays the benefits for the insured:
- to the spouse or registered partner;
  - in the absence thereof, to the children whom the insured fully or partially supported;
  - in the absence thereof, to other persons whom the insured primarily supported;
  - in the absence thereof, to the descendants entitled to inherit;
  - in the absence thereof, to the parents;
  - in the absence thereof, to the siblings or their descendants.
- D3.5.2 In the absence of all such persons, AXA covers the funeral expenses up to the insured death benefit.
- D3.5.3 The benefit increases by 50 % if the insured is survived by at least one child below the age of 20 who is entitled to inherit.

**D4 Special benefits**

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AXA pays the costs of

- necessary rescue missions, and the recovery and transportation of the accident victim's body to their previous place of residence, up to a maximum total of CHF 100,000 per accident. AXA will complete the formalities required for this purpose;
- cleaning, repairing, or replacing (reinstatement value) damaged clothing or personal belongings up to a maximum of CHF 2,000 per person;
- search missions to rescue or recover the insured, up to a maximum of CHF 10,000.

**D5 Exclusions**

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The insurance does not cover:

- the persons listed in B5.2.1 and B5.2.2;
- attempted or actual suicide or self-mutilation;
- accidents if the watercraft was misappropriated, or in connection with circumstances as described in B5.2.3 and in C4.6 to C4.10.

**D6 Benefit reduction if the capacity of the watercraft is exceeded**

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AXA's 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 vessel's registration document.

D7 Relationship to liability insurance

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**D7.1** Amounts for daily hospital benefits, daily benefits, disability and death benefits are paid in addition to any benefits from liability insurance. D7.2 is reserved.

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**D7.2** Benefits are applied to liability claims to the extent that the keeper or operator of the watercraft is personally held liable for compensation, e.g. in the case of recourse.

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**D8 Maximum benefits**

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Benefits from accident insurance are limited to CHF 30 million per event in total.

# Part E

## Legal Protection Insurance

### E1 Insurance carrier

**E1.1** The insurance carrier is AXA-ARAG Legal Protection Ltd, Affolternstrasse 42, 8050 Zurich (hereinafter referred to as “AXA-ARAG”), a corporation with registered office in Zurich and a subsidiary of AXA Insurance Ltd. The policyholders can bring claims arising from this legal protection insurance exclusively against AXA-ARAG.

**E1.2** AXA cannot issue directives to AXA-ARAG regarding the settlement of legal cases. AXA-ARAG does not share information on legal cases with AXA, in case doing so could disadvantage the insureds.

### E2 Insured watercraft

The insurance covers:

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

### E3 Insureds

**E3.1** The insurance covers the policyholder specified in the policy in their capacity as owner, keeper, lessee, renter, charterer, operator, skipper, crew member, or passenger of the insured watercraft.

**E3.2** Also insured are other authorized operators, skippers, crew members, and passengers of the insured watercraft.

**E3.3** The policyholder is insured as renter, charterer, operator, skipper, or crew member of any other registered watercraft.

### E4 Benefits

#### E4.1 Insured benefits

In the insured legal cases, AXA-ARAG pays the benefits stated in E4.1.1 to E4.1.12 up to the sums insured stated in E5.

**E4.1.1** Legal advice by phone through AXA-ARAG’s Legal Services in the insured areas of law.

**E4.1.2** Processing of the legal case and representation through AXA-ARAG’s Legal Services.

**E4.1.3** Payment of necessary lawyer’s fees at local rates. The insured bears a 10% deductible – at minimum CHF 500, at maximum CHF 10,000. The deductible is waived if the insured chooses a legal representative recommended by AXA-ARAG.

**E4.1.4** Advance payments up to a maximum of CHF 10,000 for a defense lawyer retained by the insured for the first questioning. If, on final sentencing, the insured is convicted

of a felony or misdemeanor committed with intent, then AXA-ARAG must be repaid in full for these advance payments.

**E4.1.5** Payment of the costs of expert opinions and analyses if they are incurred with the approval of AXA-ARAG or an authority. The insurance does not cover the cost of medical examinations, analyses, or tests to establish if the person is fit and capable of driving/operating the vessel.

**E4.1.6** Payment of court fees and other costs of proceedings that are billed to the insured by state courts and authorities. The insurance does not cover fees and costs of first-instance rulings by authorities and courts, costs of notarial services, entries in and deletions from public registers, nor the cost of official authorizations, tests, and permits of all kinds.

For penalty orders and first-instance proceedings concerning the revocation of driver/operator licenses and vehicle/vessel registrations, the insurance covers fees and costs up to CHF 500 per insurance year.

**E4.1.7** Payment of interpreter fees for translation services ordered by a court, and the cost of interpreters up to a maximum of CHF 10,000 if engaged with the approval of AXA-ARAG.

**E4.1.8** In proceedings approved by AXA-ARAG: payment of the costs of arbitration courts and mediation charged to the insured.

**E4.1.9** Indemnification of the legal expenses of the opposing party imposed on the insured during proceedings.

**E4.1.10** Collection of amounts owed to the insured from an insured legal case, until a certificate of shortfall or a bankruptcy notice has been obtained.

**E4.1.11** Bail to avoid pre-trial detention. These benefits are provided only as advance payments. The insured must refund such amounts to AXA-ARAG when the proceedings end, if not before.

**E4.1.12** Payment of costs of necessary travel to court hearings abroad, up to CHF 5,000 in total.

#### E4.2 Exclusions

**E4.2.1** Costs for which a liable party or a liability insurer is responsible. Any benefits already paid by AXA-ARAG must be refunded by the insured.

**E4.2.2** Fines, contractual penalties, and other costs of a punitive nature.

**E4.2.3** Damages and compensation for pain and suffering.

**E4.2.4** Fees and costs for proceedings before supranational or international courts and authorities.

**E4.2.5** Costs of asserting time-barred claims and claiming receivables from companies that have gone bankrupt or are under a bankruptcy moratorium.

**E4.2.6** Costs and benefits covered by the watercraft insurance or another insurer.

#### E4.3 Special provisions

##### E4.3.1 Gross negligence

AXA-ARAG waives its right to reduce indemnification in cases involving gross negligence.

**E4.3.2** Multiple legal disputes arising from the same circumstance or cause count as one legal case. The amounts for all insureds per legal case are cumulated. The sum insured is paid at most once, irrespective of the number of injured parties, prospective claimants, or eligible claimants.

- E4.3.3 The same applies if insureds are covered under different insurance contracts with AXA-ARAG for the same legal case. In these cases, the highest agreed sum insured is paid.
- E4.3.4 In addition, the maximum cumulated sum insured of CHF 1,000,000 per policy applies to all legal cases that occur during the same insurance year.
- E4.3.5 The sum insured is reduced by the agreed deductible in each case.
- E4.3.6 **Buyout of claim**  
AXA-ARAG has the right to exempt itself from the obligation to indemnify by compensating the commercial interest of the insured. The commercial interest is derived from the amount in dispute while taking due account of the risk of litigation and risk of collection.

## E5 Sums insured

Within the scope of benefits defined in E4, AXA-ARAG covers costs up to a sum insured of CHF 300,000. For voyages on the sea pursuant to extended scope of validity A2.2, a sum insured of CHF 150,000 is applicable.

## E6 Insured legal cases

The insurance covers safeguarding of the insured's legal interests in the areas listed exhaustively in E6.1 to E6.9.

### E6.1 Law of damages and compensation for pain and suffering

Enforcement of non-contractual claims as the injured party, and associated criminal proceedings and victim support.

### E6.2 Criminal and administrative proceedings

Defense against negligence offenses in criminal and administrative proceedings.  
In the event of alleged intentional offenses, the insurance covers subsequent compensation of costs in situations involving self-defense, emergencies or professional obligations, termination of the proceedings, or acquittal. Termination of proceedings or an acquittal may in no way be associated with compensation to the plaintiff or a third party, nor may it be the result of a limitation period.

### E6.3 Insurance law

Disputes with private insurance companies and Swiss social insurers, e.g. pension funds, health insurers.

### E6.4 Vehicle contract law

Disputes arising from contracts under the Code of Obligations in connection with the purchase, exchange, rental, leasing, borrowing, or repair, etc. of insured watercraft and other watercraft rented or chartered by the policyholder.  
The insurance does not cover contracts concluded for commercial purposes.

### E6.5 Revocation of license

Proceedings relating to the revocation of a operator's license or watercraft registration.

### E6.6 Taxation

Disputes over the taxation of watercraft.

### E6.7 Ownership and property law

Civil-law disputes arising from ownership, property, and other *in rem* rights to insured watercraft.

### E6.8 Patient law

Disputes as a patient in emergencies.

### E6.9 Recovery and rescue operations

Disputes in connection with recovery and rescue operations.

## E7 Excluded legal cases

**E7.1** Legal cases not listed under E6.

**E7.2** Legal cases brought against AXA-ARAG or against persons who provide services in an insured legal case. However, the insurance covers representation of the policyholder's legal interests against other AXA Group companies.

**E7.3** Legal cases in direct or indirect connection with intentional felonies of which the insured is accused, as well as related preparations – including any resultant consequences under civil or administrative law. E6.2 is reserved.

**E7.4** Legal cases in connection with defense against non-contractual claims by third parties for damages and compensation for pain and suffering.

**E7.5** Legal cases in connection with disputes between persons insured under the same policy. In such cases only the policyholder is insured.

**E7.6** Legal cases in connection with warlike or terrorist events, civil unrest of all types, strikes, and damage caused by radioactivity or ionizing radiation.  
The insurance does not cover legal cases in countries for which the Federal Department of Foreign Affairs (FDFA) has issued a travel warning, nor does it cover activities that the FDFA advises against in a particular country.

**E7.7** Legal cases in connection with claims and obligations that are assigned or transferred to the insured.

**E7.8** Legal cases in connection with participation in competitive events and races.

**E7.9** Legal cases involving watercraft that were not validly registered or which the operator was not authorized to operate. However, the insurance does cover those insureds who were not or could not have been aware of the above-mentioned circumstances.

**E7.10** Legal cases involving a operator who again operated a craft while in an unfit state or under the influence of alcohol, drugs, or medication after AXA-ARAG had already provided coverage for such a case. Coverage remains in effect for the other insureds.

**E7.11** Legal cases concerning qualifying or re-qualifying for a operator's license.

**E7.12** Legal cases in connection with the transportation of persons or goods for a fee or in a professional capacity.

## **E8 Procedure in the event of a claim, free choice of lawyer, differences of opinion**

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### **E8.1 Notification of a legal case**

AXA-ARAG must be notified immediately about any legal case for which an insured is claiming benefits. The insured must obtain AXA-ARAG's approval before taking legal action for which coverage is requested, or before retaining a legal representative.

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### **E8.2 Procedure**

After a legal case has been notified, the insured must provide AXA-ARAG with all the necessary information and powers of attorney. After it has reviewed the legal situation, AXA-ARAG discusses the next steps with the insured. AXA-ARAG then conducts negotiations with the aim of reaching an amicable settlement. If negotiations fail, AXA-ARAG decides on the next steps to take and whether initiating proceedings is appropriate.

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### **E8.3 Retaining a lawyer**

AXA-ARAG decides whether it is necessary to retain a lawyer and suggests a suitable professional if this is the case. The insured mandates the lawyer and grants them power of attorney. The insured must release the lawyer from professional secrecy obligations toward AXA-ARAG. In addition, the insured must require the lawyer to keep AXA-ARAG informed about developments in the case and to provide it with the information and documents it needs to reach its decisions.

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### **E8.4 Free choice of lawyer**

If, with regard to a court or administrative procedure, it is necessary to retain a lawyer or there is a conflict of interests, the insured has the right to choose their own lawyer with the agreement of AXA-ARAG. A conflict of interests involves a situation in which the opposing party to the insured is an AXA Group company – except for AXA-ARAG – or a legal case in which AXA-ARAG must also provide coverage for the opposing party. If no agreement can be reached on which lawyer to retain, AXA-ARAG will choose one of three lawyers that the insured suggests. These legal representatives may not work for the same law firm or partnership of lawyers, nor may they be connected in any other way.

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### **E8.5 Confirmation of coverage**

AXA-ARAG can define a period for its confirmation of coverage for insured benefits, impose conditions or include restrictions, or limit it to a particular stage of proceedings or an amount. The insured's notification to the lawyer that confirmation of coverage has been provided does not constitute grounds for requesting debt assumption.

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### **E8.6 Settlements**

AXA-ARAG assumes obligations arising from a settlement at its expense only if it has agreed to do so.

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### **E8.7 Indemnification of the legal expenses of an opposing party**

Reimbursement for attorney's fees and disbursements and indemnification of the legal expenses of an opposing party that are awarded to the insured from a court or out-of-court settlement must be repaid or assigned to AXA-ARAG up to the amount it has paid.

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### **E8.8 Futility**

If AXA-ARAG refuses to support a measure because it considers doing so to be futile, it must state its reasons in writing immediately and, in the event of a difference of opinion, inform the insured of the possibility of instituting proceedings pursuant to E8.9. In this case, the insured is responsible for observing the deadlines for any appeals, and the forfeiture and limitation periods.

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### **E8.9 Procedure in the case of differences of opinion**

If opinions differ on the measures required to settle a legal case, the insured has the right to have the matter reviewed by an independent expert to be appointed jointly by the parties. Each party must advance half of the costs incurred; the losing party ultimately bears all the costs. The opposing party's legal expenses are not reimbursed. The decision is deemed to have been accepted unless the insured requests such a procedure within 20 days of receiving the refusal. At the request of the insured, or if it proves impossible to agree on an expert, the judge rather than an expert must make the decision by means of summary proceedings at one party's registered office or domicile in Switzerland.

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### **E8.10 Measures at own expense**

If the insured takes legal action at their own expense after the obligation to indemnify was rejected because of futility, AXA-ARAG will cover the costs incurred under the provisions of E4 and E5 if the judgment proves to be more favorable for the insured than the solution for which AXA-ARAG had set out written reasons, or than the result of the arbitration proceedings.

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### **E8.11 Prohibition of assignment**

The insured is not permitted to assign claims against AXA-ARAG from this contract to third parties without the written approval of AXA-ARAG.

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### **E8.12 Restrictions and liability exclusions**

AXA-ARAG can indemnify through an external claims handler or limit its payment to appropriate costs. AXA-ARAG accepts no liability of any sort in connection with choosing and mandating a lawyer or interpreter, nor for the timely passing on of information or payments.

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### **E8.13 Violation of duties to provide information or of rules of conduct**

If duties to provide information, or rules of conduct, are violated, AXA-ARAG may reduce or deny its benefits. This step will not be taken if, under the circumstances, the breach was beyond the insured's control or if the insured can prove that the legal case did not arise as a result of it and that the amount of the benefits owed was not affected.

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## **E9**    **Trigger**

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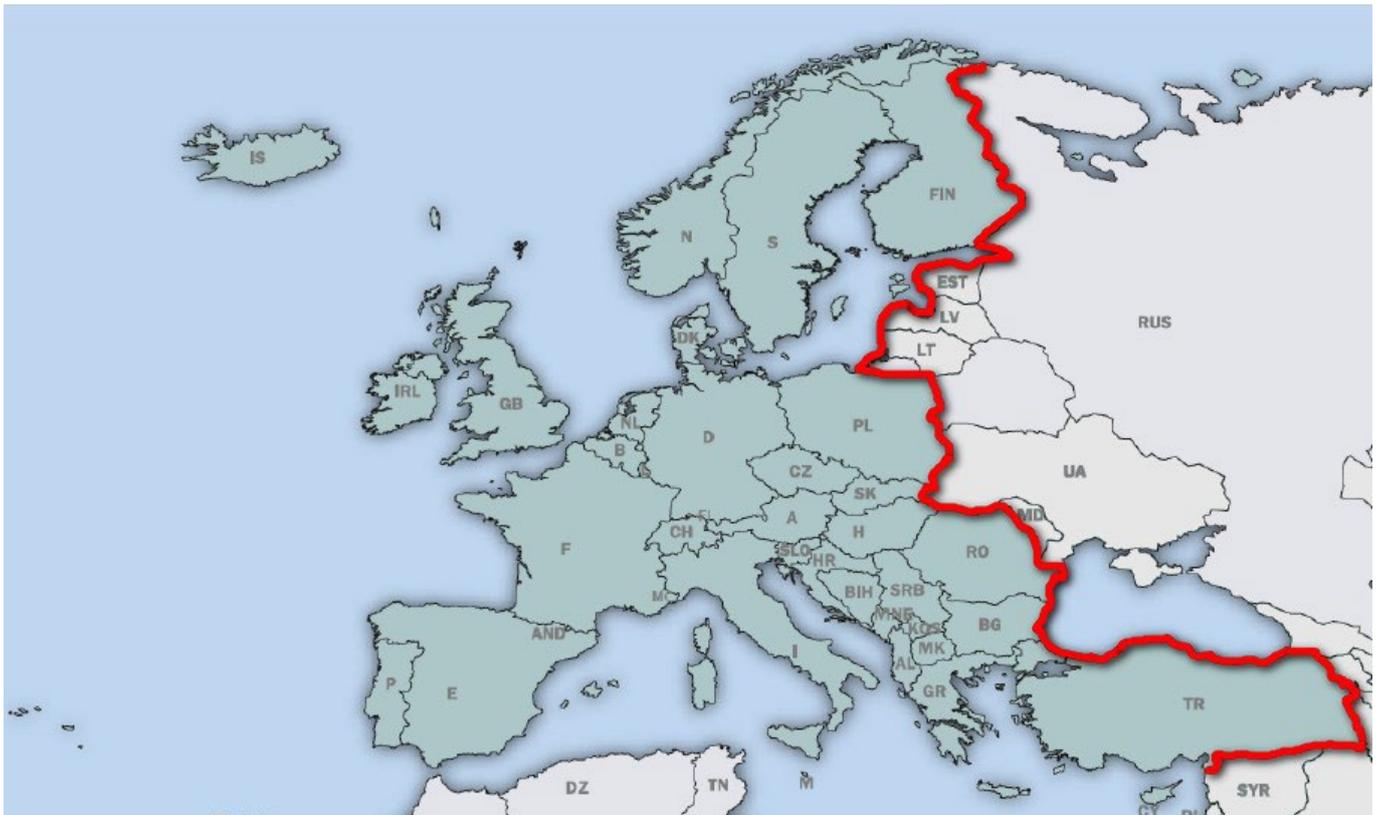
**E9.1**    A legal case is insured if its cause or triggering event and the need for legal protection occurred during the contract term. The cause or triggering event is deemed to have occurred on the date on which the legal provisions or contractual obligations are proven or alleged to have been violated for the first time. Under the law of damages, the date when the damage was caused is applicable; in the case of disputes over insurance benefits, the date of occurrence of the insured event is applicable.

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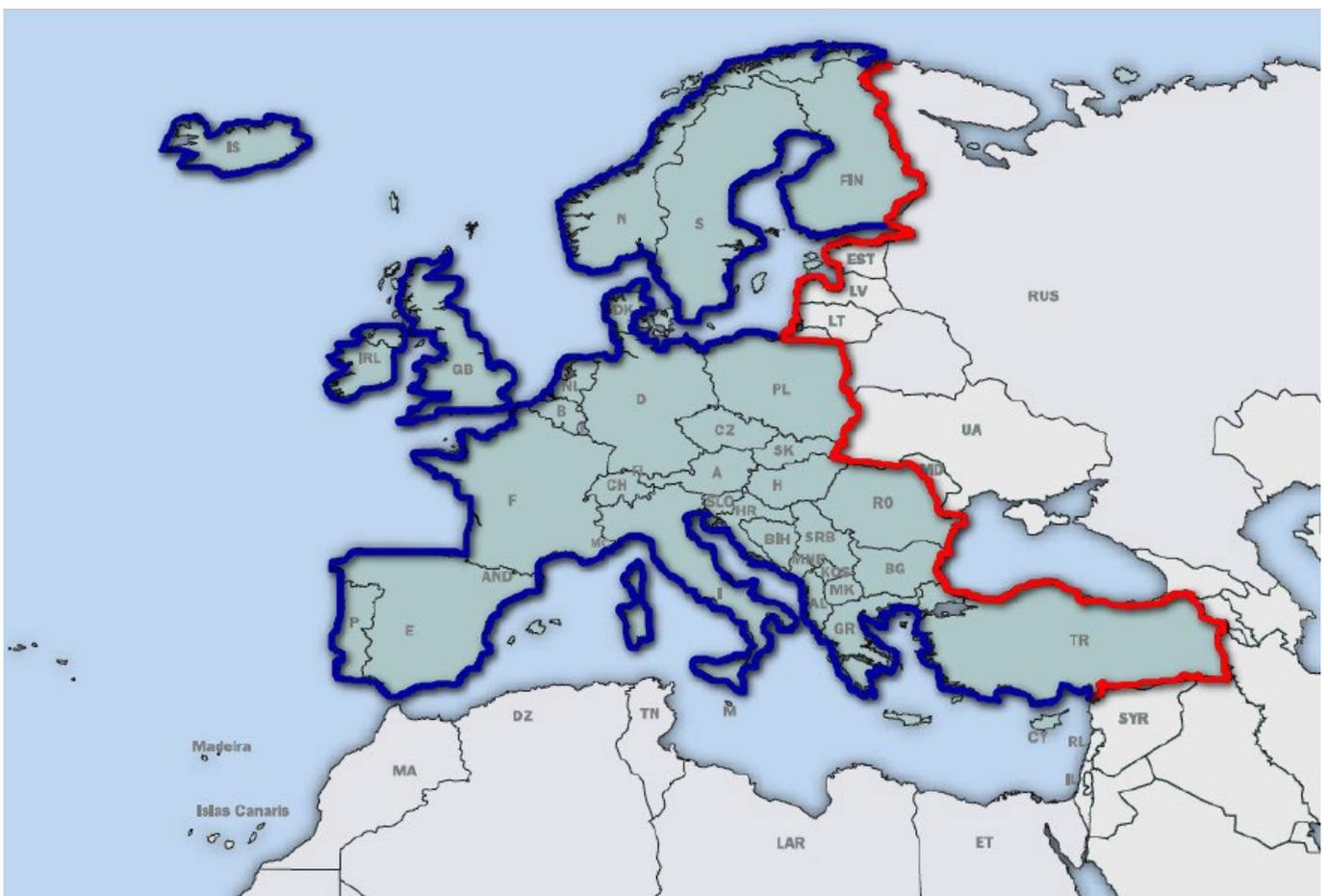
**E9.2**    No legal protection is granted if a legal case is notified more than three months after the policy is canceled. In the event of a prolonged delay that is not the fault of the party, the legal case may be notified at a later time, as soon as the reason for the delay has ceased to apply.

**“Territorial scope” maps pursuant to A2**

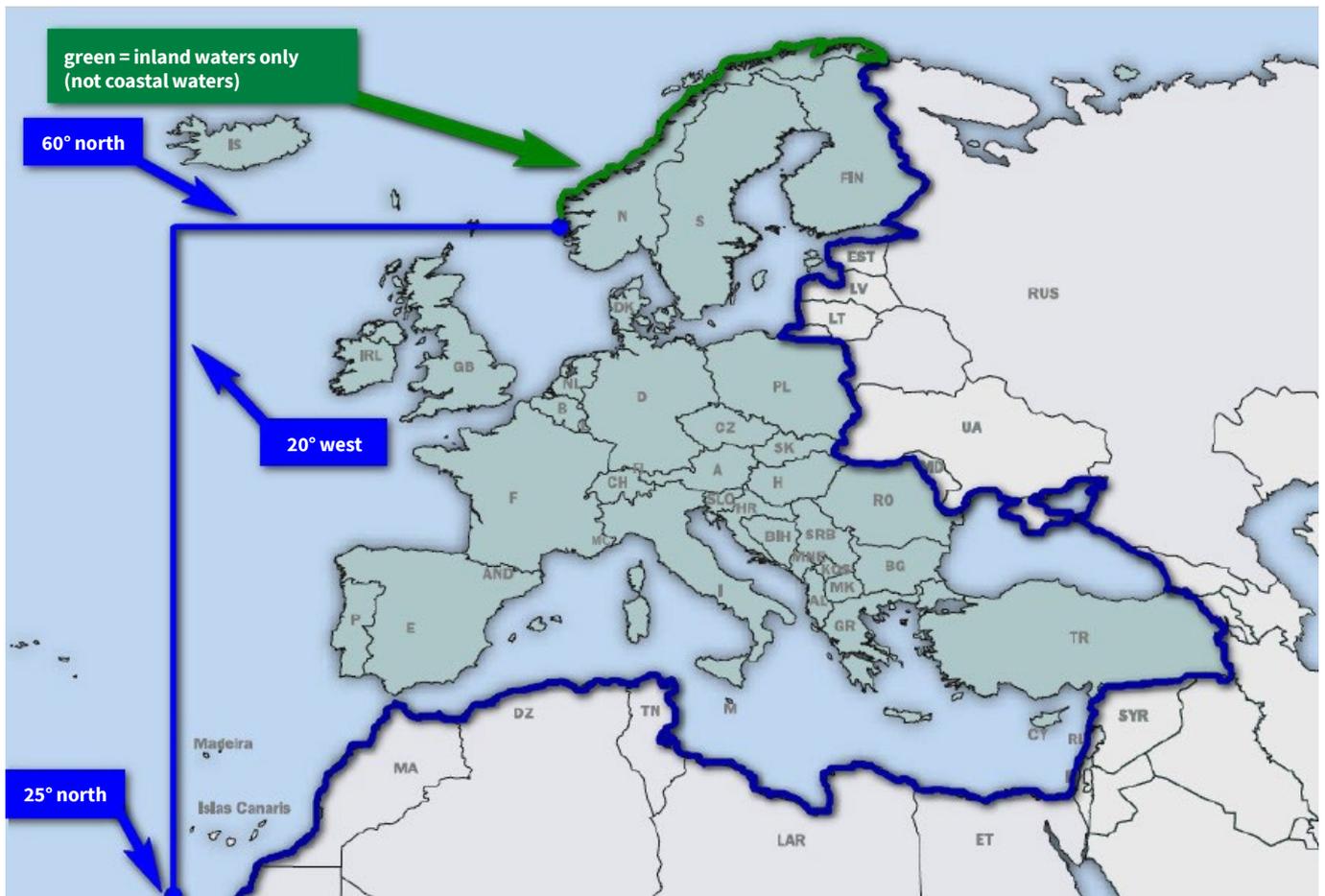
European inland waters (see paragraph A2.1)



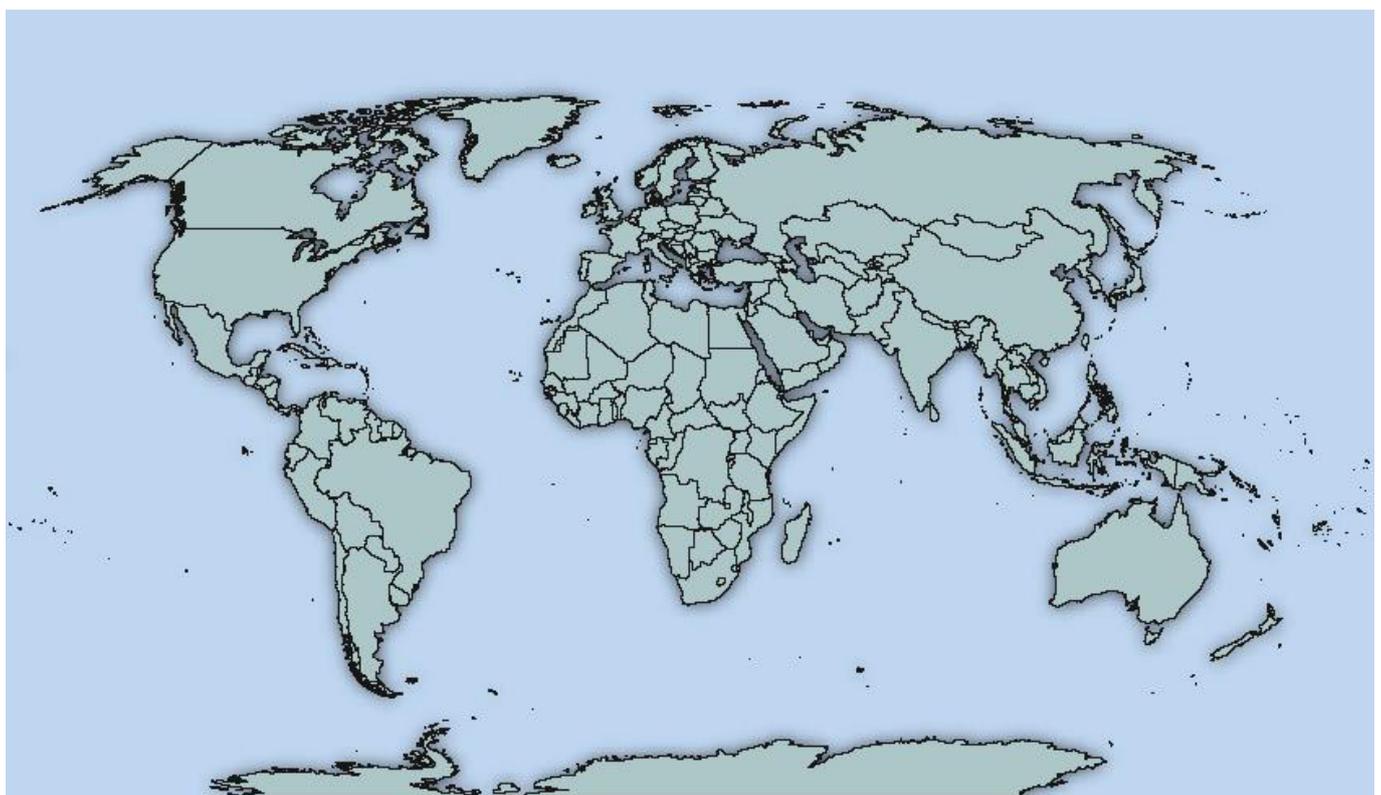
European coastal waters (see paragraph A2.2)



Voyages on the high seas (zone B) (see A2.2.2)



Voyages on the high seas (zone C) (see A2.2.3)





## **Need to file a claim?**

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