



General Insurance Conditions (GIC)

Watercraft Insurance

Version 04.2024

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Key Points at a Glance

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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 Art. 3 of the Federal Act on Insurance Contracts (ICA). The rights and obligations of the contracting parties arise on conclusion of the insurance contract, in particular on the basis of the application, the policy, the insurance conditions and the 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 joint stock company 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, Ernst-Nobs-Platz 7, 8004 Zurich (hereinafter referred to as "AXA-ARAG"), a joint stock company with registered office in Zurich and a subsidiary of AXA Insurance Ltd.

What is insured?

The insured craft 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:

The insurance covers claims for damages in the event of:

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

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

Accidental damage insurance:

The application and policy specify whether all-risk, partial accidental damage insurance or comprehensive accidental damage insurance (applies to watercraft fleets only) has been taken out.

All-risk

All-risk insurance covers all events covered by accidental damage insurance (theft, natural hazards, glass breakage, fire, snowslide, flying objects, malicious damage and damage due to vandalism and loose accessories) as well as collision coverage and, if agreed, machinery insurance (C1.12) and/or assistance. In addition, all damage and losses are covered unless specifically excluded.

Comprehensive accidental damage insurance (applies to watercraft fleets only)/partial accidental damage insurance
The insurance covers damage as defined in C1 to the insured watercraft due to the direct impact of events specified in the application and policy.

- Collision (only under comprehensive accidental damage insurance)
- Theft (accidental damage insurance with and without collision cover)
- Natural hazards (comprehensive and partial accidental damage insurance)
- Glass breakage (comprehensive and partial accidental damage insurance)
- Fire (comprehensive and partial accidental damage insurance)
- Snowslide (comprehensive and partial accidental damage insurance)
- Flying objects (comprehensive and partial accidental damage insurance)

- Malicious damage and damage due to vandalism (comprehensive and partial accidental damage insurance)
- Loose accessories (comprehensive and partial accidental damage insurance)

The following may be insured in addition:

- Machinery insurance events;
- Assistance.

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):

- Compensation for damages and pain and suffering
- Criminal and administrative proceedings
- Insurance law
- Vehicle contract law
- Revocation of license
- Taxation
- Ownership and property law
- Patient law
- Rescue and recovery operations

What is not insured?

General exclusions

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

Liability insurance:

Among other things, the insurance does not cover the following (B5):

- claims by the owner, the keeper and the operator of the watercraft;
- claims arising from property damage suffered by the spouse or the registered partner of the person liable for compensation, their relatives in ascending and descending line and siblings living with them in the same household;
- claims in connection with participation in races and similar competitions involving motorized watercraft or training for these;
- claims if the operator of the watercraft does not have the license required by law;
- claims in connection with trips undertaken without official authorization.

Accidental damage insurance:

Among other things, the insurance does not cover the following (C4):

- operational damage due to a lack of or frozen fluids or engine overheating, loss or damage due to water impact and swelling of wooden boats;
- loss or damage caused by faulty materials or design errors, wear and tear, corrosion, oxidation, osmosis, decay, rust, worm damage, aging, delamination of wood or plastic, loss or damage due to inadequate care and upkeep, in particular loss or damage caused by lack of maintenance;

- general loss or damage caused by the effects of weather, such as rain, direct sunlight, humidity, frost (e.g. freezing of coolant) and ice accumulation of any kind, continuous snow load (over a period of more than three days);
- consequential costs for lay days, overwintering, any reduction in value, reduced ability to compete in races and loss of use;
- damage due to scrapes or pressure or paint damage caused during transport of the insured property;
- insured property that is lost or falls overboard;
- damage during participation in races and similar competitions involving motorized watercraft or when training for these;
- damage in connection with operation of the watercraft by someone who does not have the license required by law;
- damage in connection with trips undertaken 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:

Pursuant to E7, the insurance namely does not cover:

- legal cases against AXA-ARAG or against persons who provide services in an insured legal case;
- legal cases in connection with intentional felonies;
- legal cases in connection with the defense of non-contractual claims for damages and compensation for pain and suffering;
- legal cases in connection with participation in competitions or races;
- legal cases in connection with operation of 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.

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

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

Accident insurance:

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

- Medical expenses
- Daily hospital benefits
- Daily benefits
- Disability
- Death

The application and the 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 phone
- processing of the legal case
- necessary lawyers' fees
- advance payment for a criminal defense lawyer retained for the initial examination hearing

- 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
- costs for an interpreter
- indemnification of the legal expenses of the opposing party
- waiver of reduction of benefits in the event 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 is the insurance valid?

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 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 as well as on the level of the no claims discount system (A6) in comprehensive accidental damage insurance/all-risk insurance. 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);
- loss prevention (Art. 29 Insurance Contract Act) such as:
 - professional winterizing and mooring;
 - assessment of the condition of the watercraft following natural hazard events such as storms or heavy downpours.

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 and E8.1.

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 term specified in the policy.

Unless terminated on expiry, the insurance contract is automatically renewed for another year. 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 (A4.2), and
- if the premium is increased or the no claims discount system or the deductible is changed, the policyholder may terminate the policy at the end of the insurance year (March 31) if they do not agree to the changes (A9.2).

How to exercise the right of withdrawal

The policyholder can withdraw from the contract with AXA within 14 days of their acceptance. This deadline will be met if the withdrawal is communicated to AXA in writing or in another form of text (e-mail, for example).

In the event of withdrawal, any 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 within two weeks of submitting or sending the application. If a medical examination is required, the period is extended to four weeks.

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 within four weeks of delivery of the policy.

The responsible supervisory authority is FINMA, the Swiss Financial Market Supervisory Authority, 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 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 Underlying Provisions of the Insurance Contract

A1 Scope of the contract

The policy specifies what insurance has been taken out. The policy, these General Insurance Conditions (GIC) and any Special Insurance Conditions (SIC) provide information about the scope of the insurance. The insurance covers events that occur during the term of the contract. E9 applies to legal protection insurance. The term of the contract is specified in the policy.

A2 Territorial scope

A2.1 European inland waters

The insurance is valid on 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 may be extended. Any extension that has been agreed is specified in the policy. Loss or damage in restricted zones is not covered.

A2.2.1 European coastal waters

The insurance is also valid on 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 certificate of competence of the operator meet the requirements of the Swiss Maritime Navigation Office, the insurance is valid not only on the inland waters of Western Europe but also on the Western European high seas, 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 certificate of competence of the operator meet the requirements of the Swiss Maritime Navigation Office, the insurance is valid worldwide.

A2.3 Registration of the insured watercraft abroad

If the keeper of the watercraft registers it abroad or obtains a foreign certificate of flag registration for the watercraft, the insurance coverage expires at the end of the insurance year at the latest. 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 certificate of flag registration is obtained abroad. This provision does not apply if the keeper relocates their domicile to the Principality of Liechtenstein.

A3 Term of the contract

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 another year. A contract concluded for less than one year expires on the date specified 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 following receipt of the notification of such rejection by the applicant. In this case, the applicant shall owe the pro rata premium for the period of coverage.

A4 Termination of the contract

A4.1 Ordinary termination

Either contracting party may terminate the contract in writing or in another form of text (e-mail, for example) up to three months prior to its expiry. If the term of the contract is longer than three years, the parties may give notice in writing or in another form of text (email, for example) to terminate it at the end of the third year or each subsequent year thereafter.

A4.2 Termination after a claim or legal case

After a claim or legal case for which AXA or AXA-ARAG pays benefits, the contract may be terminated as follows:

- By the policyholder, no later than 14 days after they become aware of the payment of the benefit, with coverage expiring 14 days following receipt by AXA of the notice of termination.
- By AXA or AXA-ARAG, no later than on payment of the benefit or provision of the last service, with coverage expiring 14 days following receipt by the policyholder of the notice of termination.

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

A9.2 applies.

A5 Premium payment

A5.1 Amount and due date of the premium

The premium specified in the policy or premium invoice 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 payment by installments, the installments due during the insurance year are deemed to be deferred. AXA may add a surcharge to each installment.

A5.2 Calculation of premium

The amount of the premium is based on the watercraft, the operator, the scope of coverage selected, the deductibles as well as on the level of the no claims discount system (A6) in comprehensive accidental damage insurance/all-risk insurance. 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 all-risk coverage

A6.1 No claims discount 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

A6.2 Calculation of the no claims level

The no claims level and thus the premium are recalculated for each insurance year. The relevant period for the calculation comprises the 12 months prior to the applicable date, which is three months before the end of the insurance year.

If one claim was reported 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 collision claims were reported 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 nine.

In the absence of a collision claim, the level is reduced by one for the following insurance year.

Likewise, the no claims level is not increased if:

- a liable party or their insurer has paid the full amount of liability compensation in final settlement of a claim;
- the policyholder repays the benefits paid by AXA 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 the event of joyriding, provided that the keeper is not at fault for the theft of the watercraft.

A7.2.2 Accidental damage insurance

The deductible does not apply in the event of loss or damage for which a liable party or their insurer has paid liability compensation in full.

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 four weeks of the date of the invoice, the policyholder will receive a written reminder to pay the invoice within 14 days of dispatch of the reminder. If the deductible is still not paid, the entire insurance contract will lapse after these 14 days. The policyholder will continue 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 blatantly disregarding the maximum permitted speed limit.

A8.2 Legal protection

E4.3.1 applies.

A9 Contract adjustment by AXA or AXA-ARAG

A9.1 Notification from AXA or AXA-ARAG

AXA and AXA-ARAG may adjust the contract with effect from the following insurance year in the event of changes to the following:

- premiums
- rules on deductibles
- no claims discount system

Notice of any adjustment to the contract must be received by the policyholder no later than 25 days prior to the start of the new insurance year.

A9.2 Termination by the policyholder

The policyholder has the right to terminate the part of the contract affected by the change, or the entire contract, at the end of the current insurance year. The contract will then expire to the extent specified by the policyholder at the end of the insurance year. Notice of termination must be received AXA no later than on the last day of the current insurance year.

A9.3 Consent to 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 the eligible claimant must address all communications to the responsible branch office or to the registered office of AXA or AXA-ARAG.

A11.2 Increase or decrease in risk
The policyholder must inform AXA or AXA-ARAG immediately if the information specified 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 in the event of any 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 or damage, benefits may be reduced or denied in accordance with the consequences arising from such breach. These consequences do not apply if the breach, under the circumstances, was not the fault of the policyholder or if the policyholder can prove that the legal case did not arise and the amount of the benefits owed was not affected as a result.

A12.1.1 Options for reporting claims to AXA:

- by telephone;
- via the claim form at AXA.ch;
- via the myAXA smartphone app;
- via the telematics equipment of the watercraft;
- in writing (see the last page of these GIC).

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

A12.1.2 All communications to AXA-ARAG may be validly delivered in the following ways:

in writing:

AXA-ARAG Legal Protection Ltd
Ernst-Nobs-Platz 7
8004 Zurich

by telephone:

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

online:

MyRight.ch – the online legal portal

Communications from AXA-ARAG to the policyholder and to insureds are validly delivered if sent to the most recent address in Switzerland provided by them in writing or sent to their legal representatives.

A12.2 Liability

A12.2.1 AXA conducts negotiations with injured parties in its own name or as representative of the insured.

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

A12.2.3 In the event of any civil proceeding, the insured must leave the conduct of such proceeding to AXA. If claims under civil law are asserted as part of criminal proceedings, the insured must keep AXA informed about the proceedings from the outset.

A12.2.4 Settlement by AXA of claims brought by the injured party shall be binding on the insured.

A12.3 Accidental damage

A12.3.1 The eligible claimant must allow AXA to inspect the damaged watercraft before it is repaired. Orders for repairs may be issued only with the consent of AXA.

A12.3.2 In the event of theft, the police station responsible for the area where the theft occurred must be notified immediately.

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

A12.4 Accident

At the request of AXA, every insured must undergo an examination by doctors appointed by AXA.

A12.5 Intoxicated and unfit condition or blatant disregard of maximum permitted speed limit

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 blatantly disregarding the maximum permitted speed limit, 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 any benefits if the policyholder knew or ought to have known of the unfit condition or intoxication of the operator of the watercraft.
- Under accident insurance, AXA does not pay any 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 watercraft operator proves that their license was not revoked in the five years prior to the event for one of the offenses set out in A8.1, benefits on account of loss or damage caused by gross negligence will only be reduced.
- A12.5.3 Recourse claims against the operator of the watercraft are not affected by these provisions.
- A12.5.4 These restrictions do not apply if the actual circumstances had no influence on the occurrence and consequences of the event.

A12.6 Legal protection insurance

E8 applies to the procedure in a legal case.

A13 Principality of Liechtenstein

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

A14.1 Applicable law

This contract is subject to Swiss law. For contracts that are governed by Liechtenstein law, the binding provisions of the 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

AXA will not provide any insurance coverage, claims payments or any other indemnity to the extent that the provision of such indemnity would expose AXA to any sanction, prohibition or restriction under any UN resolution or any trade or economic sanctions, laws or regulations of the European Union, the United Kingdom, the United States of America, Switzerland or the Principality of Liechtenstein.

Part B

Liability Insurance

B1 Scope of coverage

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.

B1.3 Sailing regattas

The insurance covers claims for damages made against the insured as a result of participation in sailing regattas.

B2 Insured watercraft

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, if it is not subject to road traffic law.

B3 Insureds

This insurance covers the liability

- of owners, keepers and operators of the watercraft;
- of the crew members and helpers;
- of towed water sports enthusiasts.

B4 Benefits

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

B5 Exclusions

The insurance does not cover:

B5.1 claims by owners, keepers and operators of the watercraft;

B5.2 claims arising from property damage suffered by the spouse or registered partner of the person liable for compensation, their relatives in ascending and descending line, or siblings living with them in the same household;

B5.3 claims by persons who have stolen the watercraft and by injured third parties who were aware that the watercraft had been stolen;

B5.4 claims arising from accidents during races for which special liability insurance exists;

B5.5 claims arising in connection with participation in races and similar competitions involving motorized watercraft or in training for these;

B5.6 claims arising from damage to the insured watercraft and the property transported, towed and pushed with it;

B5.7 claims arising from loss or damage that is covered under the Nuclear Energy Liability Act;

B5.8 the liability of watercraft operators who do not have the license required by law or do not meet the corresponding requirements, or of persons who should have been aware of this if they had paid due attention;

B5.9 the liability of persons who used the watercraft left in their care for trips for which they were not authorized. This exclusion also applies by extension to the dinghy and the boat trailer;

B5.10 liability arising from trips without official authorization.

B6 Recourse

AXA may reclaim the benefits paid in full or in part from the policyholder or the insured if

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

Part C

Accidental Damage Insurance

C1 Scope of coverage

All-risk insurance covers **all** damage and loss (including the risks pursuant to C1.1 to C1.11), unless these are specifically excluded. In addition, machinery insurance events (C1.12) and assistance events (C1.13) can be included in the insurance.

Partial accidental damage insurance includes the accidental damage events C1.2 to C1.11 and, if agreed, assistance (C1.13).

Applies to watercraft fleets only:

Comprehensive accidental damage insurance includes the accidental damage event of collision (C1.1) and accidental damage events not involving collision (C1.2 to C1.11). In addition, machinery insurance events (C1.12) can be included in the insurance.

The policy specifies what coverage was agreed and what events are insured.

The insurance likewise covers loss or damage as a result of the events C1.1 to C1.12 that were caused during participation in sailing regattas.

C1.1 Collision

Damage caused by a sudden and violent external event. This specifically includes loss or damage due to impact, collision, running aground, taking on water, capsizing, sinking and windstorm (winds of 75 km/h or more). Snapped or broken masts and spars as well as torn standing or running rigging are treated as collision damage, provided that there is no other accidental damage event or operational damage as defined in C 4.1.

C1.2 Theft

Damage caused by theft or attempted theft, stealing for use, or robbery.
The insurance does not cover loss or damage due to unlawful appropriation, embezzlement or fraud.

C1.3 Natural hazards

Loss or damage caused directly by natural hazard events such as landslides, rockslides, rockfalls, high water, flooding, gales (winds of 75 km/h or more), hail, avalanche and snow load;
The insurance does not cover loss or damage caused by gales while the vessel is underway or berthed in the water.

C1.4 Natural hazards 'Plus'

This coverage corresponds to the coverage under C1.3, but also includes loss or damage caused by gales (winds of 75 km/h or more) while the vessel is berthed in the water.

C1.5 Glass breakage

Breakage of glass panes and other glazing or plastics used instead of customary glass;
This does not apply to light bulbs and sound and video reproducing apparatuses.

C1.6 Fire

Loss or damage caused by open fire, explosion, implosion and lightning (proof of lightning must be provided). 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.

C1.7 Snowslide

Damage caused by snow or ice falling onto the watercraft from above;

C1.8 Malicious damage and damage due to vandalism

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

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.
The benefits are limited to the sum insured specified in the policy.

The insurance does not cover:

- C1.9.1 any type 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 any type 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;

C1.10 Flying objects

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

C1.11 Seaweed

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

C1.12 Machinery insurance: external influences and internal causes

C1.12.1 Insured property

The insurance covers 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 that can be removed are only covered as long as they are installed in the vessel and included in the sum insured.

C1.12.2 Scope of coverage

In addition to C1.1 to C1.11 and in partial amendment of C4.1, the insurance covers unforeseen and sudden damage to or destruction of the insured property due to external influences and internal causes. These include, but are 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, overspeed
- vacuum and 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 or safety
- failure of electronics

A "failure of electronics" refers to an event when 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 if following replacement of the smallest replaceable electronic assembly, function is restored.

C1.12.3 Duty of care

C1.12.3.1 The manufacturer's instructions on maintenance, care and operation of the insured property must be observed. Specifically, service intervals specified 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 continued 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 should have been known to the policyholder, their representative or the responsible management, must be rectified as quickly as possible at the policyholder's own expense.

C1.12.3.4 If the policyholder, their representative or the responsible management is culpably in breach of duty of care obligations, safety regulations 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.

C1.13 Assistance

The insurance covers the costs of towing by the water police, maritime rescue service or a boatyard if the insured watercraft cannot be independently returned to its home port or to a repair yard due to a breakdown. These costs will be paid on presentation of an invoice/receipt.

C2 Insured watercraft

C2.1 The insurance covers the watercraft (including motor and/or sails) specified in the policy together with the legally or officially prescribed equipment, including its fixed accessories and cover (tarpaulin). The insurance also covers any value-enhancing investments made following conclusion of the contract up to a maximum total amount of 10 % of the sum insured specified in the policy.

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

- the watercraft's dinghy, if powered by an engine that does not exceed 20 hp (14.7 kW)
- the boat trailer

The insurance 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 total loss compensation. In addition, AXA pays the costs of recovery and transport to the nearest suitable boatyard, 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 may be made contingent on the repairs actually having been carried out.

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

- inadequate maintenance, wear and tear or pre-existing 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 for a new replacement if it is possible to fully repair the damaged components.

C3.3 Total loss

C3.3.1 There is a total loss if:

- the repair costs exceed 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.

C3.3.2 Calculation of benefits

Contract year	Percent of the sum insured
---------------	----------------------------

1.	100
2.	100
3.	100
4.	100
5.	100

as of 6 present value (plus 10%)

C3.3.2.1 Benefits will be reduced commensurately following an assessment by an expert if inadequate maintenance, wear and tear or pre-existing 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 If the actual purchase price was lower than the benefits determined in this way, the purchase price will be compensated. Any agreed deductible and the salvage value will only be deducted afterwards.
- C3.3.2.4 **Remains of the watercraft**
In the event of a total loss, the benefits are reduced by the salvage value of the watercraft. If this value is not deducted, the remains become the property of AXA as soon as the benefits have been paid.
If a stolen watercraft or insured accessories are indemnified as a total loss, the ownership rights are transferred to AXA.
- C3.3.2.5 **Value added tax**
Compensation for loss is paid net of VAT to taxpayers who are able to deduct the input tax. Claims payments based on the calculation of the estimated repair costs do not include value added tax.
- C3.3.3 **Definitions of terms used to calculate benefits (C3.3.2)**
- **Contract years:** The contract years are the number of years since issuance of the last contract specifying the value of the watercraft. Amounts are prorated during a contract year.
 - **Sum insured:** The sum insured is the value of the insured watercraft specified in the policy at the time the contract was concluded, including the legally or officially prescribed equipment, fixed accessories and tarp. If specifically listed 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

The insurance does not cover:

- C4.1** Loss or damage caused by operation (operational damage), specifically
- loss or damage without violent external influence;
 - loss or damage due to an internal defect, e.g. as a result of a lack of or frozen fluids, operating errors, faulty materials or design errors, fatigued materials, wear and tear, excessive use, malfunction of electrical and electronic components;
 - loss or damage due to corrosion, oxidation, osmosis, decay, rust, worm damage, aging, delamination of wood or plastic;
 - overheating of the engine;
 - loss or damage due to water impact;
 - swelling of wooden vessels.
- C4.2** Loss or damage caused by inadequate care and maintenance, in particular loss or damage caused by lack of maintenance such as:
non-replaced wearing parts, rotten or corroded parts (e.g. brittle drive or switch cable sleeve), siphon effect and resulting consequential damage;
- C4.3** Loss or damage caused by rain, direct sunlight, humidity, frost (e.g. freezing of coolant) and any kind of accumulation of ice, continuous snow load (over a period of more than three days);
- C4.4** Consequential costs for
- lay days;
 - overwintering;
 - any reduction in value;
 - reduced ability to compete in races;
 - loss of use.
- C4.5** Loss or damage due to 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;
- C4.6** Insured property that is lost or falls overboard, unless this occurs in connection with insured damage to the watercraft;
- C4.7** Loss or damage during participation in races and similar competitions involving motorized watercraft or when training for these;
- C4.8** Loss or damage in connection with warlike events, military use, requisition, earthquakes, nuclear energy and ionizing radiation;
- C4.9** Loss or damage in connection with civil unrest and violence against persons or property during riots and similar events, unless the policyholder can convincingly demonstrate that the policyholder or the operator of the watercraft took reasonable measures to avoid the loss or damage.
- C4.10** Loss or damage caused by chemical, biological, biochemical substances or electromagnetic waves deployed as weapons, including consequential damage;
- C4.11** Loss or damage resulting from the intentional commission or attempted commission of a felony or misdemeanor;
- C4.12** Loss or damage in connection with embezzlement and fraud, seizure of the watercraft on the basis of an official order as well as the resulting costs. Loss or damage in connection with a violation of statutory transportation safety regulations;
- C4.13** Loss or damage occurring during trips without official authorization or when the watercraft is operated by a person who does not have the license required by law or who does not meet the relevant conditions for operating the insured watercraft;
- C4.14** Loss or damage due to scratching of the paintwork by unknown third parties.

C4.15 Exclusions for machinery insurance (C1.12)

The insurance does not cover:

- C4.15.1 Loss or damage which is insured or insurable pursuant to C1.1 to C1.11;
- C4.15.2 Damage as the direct consequence of
- lasting, foreseeable influences of a mechanical, thermal, chemical or electrical nature such as aging, wear and tear, corrosion or rotting.
 - excessive build-up of 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 unforeseen and sudden damage to or destruction of insured property, this consequential damage is insured within the scope of coverage agreed in the policy. Consequential damage caused by frost, nets, ropes or lines is excluded from this provision.
- C4.15.3 Loss or damage for which the manufacturer or seller is liable by law or contract;
- C4.15.4 Changes to or loss of data and programs.

C5 Obligations when berthed in the water and during transport

- C5.1** Depending on its location (marina, mooring buoy, dry dock, public or private mooring/dock 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. The condition of the watercraft must be assessed immediately following any natural hazard events such as storms or heavy downpours.
- C5.2** The watercraft and other insured property must be correctly loaded and attached, secured or packaged while being transported.
- C5.3** AXA does not pay any benefits if the obligations were culpably breached unless the policyholder can prove that the breach of obligations did not influence either the occurrence or the consequences of the events.
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Part D

Accident insurance

D1 Coverage

- 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.
- 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 cover 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:
- 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 proportionately if the health impairment or death was caused only in part by the accident.

D2 Insureds

- D2.1** The insurance covers
- the users of the watercraft who are specified in the policy;
 - the water skiers towed behind it.
 - Persons who voluntarily and without pay provide assistance to 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 pulled by the watercraft while hang-gliding, para-gliding or parachuting;
 - persons who perform an activity on the watercraft for pay.

D3 Benefits

- D3.1 Medical expenses**
- D3.1.1** From the date of the accident, AXA pays for the following expenses that are administered or prescribed by a licensed doctor or dentist:
- medical treatment and any 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 certified 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 the devices were damaged or destroyed as a result of the accident that led to the insured medical treatment.
- AXA also pays the daily allowance for living costs during hospitalization as provided for in the Federal Act on Accident Insurance (AIA).
- D3.1.2** AXA does not cover medical expenses paid by a liable third party or their liability insurer or 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 degree of disability. The degree of disability is determined in accordance with the provisions on the assessment of physical or mental impairment of the Federal Law on Accident Insurance (AIA).
- D3.4.2** If several body parts are affected by the accident, the percentages are cumulated. However, the overall degree of disability can never exceed 100 %.
- D3.4.3** If the insured was already physically or mentally disabled before the accident, AXA will pay the difference between the hypothetical amount of the previous degree of disability and the amount calculated on the basis of the total degree of disability.
- D3.4.4** The benefit paid by AXA increases by 50 % if an insured has at least one child under the age of 20 at the time of the accident.

D3.5	Death
D3.5.1	<p>AXA pays the benefits for the insured:</p> <ul style="list-style-type: none"> • to the spouse or the registered partner; • in the absence thereof, to the children who were fully or partially supported by the insured; • in the absence thereof, to any other persons who were supported primarily by the insured; • 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 pays the funeral expenses up to the amount of the insured death benefit.
D3.5.3	The benefit increases by 50 % if the insured is survived by at least one child under the age of 20 who is entitled to inherit.

D4 Special benefits

- AXA pays the costs of
- necessary rescue missions, and the recovery and transportation of the body of the accident victim 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 CHF 2,000 per person;
 - search missions to rescue or recover the insured, up to a maximum of CHF 10,000.

D5 Exclusions

- The insurance does not cover:
- the persons listed in B5.1 and B5.2;
 - attempted or actual suicide or self-mutilation;
 - accidents if the watercraft was stolen, as well as in circumstances as described in B5.3 and in C4.7 to C4.13.

D6 Reduction in benefits in the event of an overcrowded vessel

Benefits paid by AXA 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 registration document of the vessel.

D7 Relationship to liability insurance

- D7.1** Amounts for daily hospital benefits, daily benefits, disability and death benefits are paid in addition to the benefits under the liability insurance. D7.2 remains reserved.
- D7.2** The benefits are offset against liability claims to the extent that the keeper or operator of the watercraft is held personally liable for compensation, for example in the event of any recourse.

D8 Maximum benefits

Benefits under the 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, Ernst-Nobs-Platz 7, 8004 Zurich (hereinafter referred to as "AXA-ARAG"), a joint stock company with registered office in Zurich and a subsidiary of the AXA Group. The policyholder may only bring claims arising from this legal protection insurance against AXA-ARAG.

E1.2 AXA cannot issue directives to AXA-ARAG regarding the settlement of legal cases. AXA-ARAG does not share any information on legal cases with AXA if 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, if 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 The insurance covers 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 specified in E4.1.1 to E4.1.12 up to the sums insured set out in E5:

- E4.1.1** Legal advice by phone through AXA-ARAG Legal Services in the insured areas of law;
- E4.1.2** Processing of the legal case and representation through AXA-ARAG Legal Services;
- E4.1.3** Payment of necessary lawyers' fees at the usual local rates. The insured pays a 10% deductible of at least CHF 500 and at most 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 criminal defense lawyer retained by the insured for the initial examination hearing. These advance payments must be repaid to AXA-ARAG in full in the event of a final conviction for an intentional felony or misdemeanor;

E4.1.5 Payment of the costs of expert opinions and analyses if these are initiated with the approval of AXA-ARAG or by an authority. The insurance does not cover the cost of medical examinations, analyses or tests to establish if the person is fit to operate and capable of operating the watercraft;

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 or the cost of official authorizations, tests and permits of any kind.

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

E4.1.7 Payment of the costs of an interpreter 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 in a proceeding;

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 reimburse AXA-ARAG for such benefits no later than at the end of the proceedings.

E4.1.12 Payment of the 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 reimbursed 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 of 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 for which the watercraft insurance or another insurer must pay.

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 benefits 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 its 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 the benefits defined in E4, AXA-ARAG covers costs up to a sum insured of CHF 300,000. For travel at sea pursuant to extended scope of validity A2.2, a sum insured of CHF 150,000 applies.

E6 Insured legal cases

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

- E6.1 Law of damages and compensation for pain and suffering**
Enforcement of non-contractual liability claims as the injured party, and associated criminal proceedings and victim support;
- E6.2 Criminal and administrative proceedings**
Defense in criminal and administrative proceedings due to negligence offenses;
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. The discontinuation of proceedings or an acquittal may not be associated with compensation to the criminal claimant or a third party or be due to any limitation period.
- E6.3 Insurance law**
Disputes with private insurance companies and Swiss social insurers such as pension funds or 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 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 an operator's license or watercraft registration;
- E6.6 Taxation**
Disputes concerning 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 does cover the safeguarding of 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 remains 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 aforementioned circumstances;
- E7.10** Legal cases involving an operator who repeatedly operated a watercraft 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. Cover remains in effect for the other insureds;
- E7.11** Legal cases concerning qualifying or re-qualifying for an operator's license;
- E7.12** Legal cases in connection with the transportation of persons or goods for remuneration or in a professional capacity.

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

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 approval from AXA-ARAG before taking legal action for which cover is requested, or before retaining a legal representative.

E8.2 Procedure

After a legal case has been reported, 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.

E8.3 Retaining a lawyer

AXA-ARAG decides whether it is necessary to retain a lawyer and suggests suitable legal representation 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.

E8.4 Insured may choose lawyer

If, with regard to a court or administrative procedure, it is necessary to retain a lawyer or there is a conflict of interest, the insured has the right to choose their own lawyer with the agreement of AXA-ARAG. A conflict of interest arises if the opposing party of the insured is a company of the AXA Group (except for AXA-ARAG) or involves a legal case in which AXA-ARAG must also grant cover to the opposing party. If no agreement can be reached on which lawyer to retain, AXA-ARAG will choose one of the 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.

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. Notification by the insured to the lawyer that coverage has been confirmed does not constitute an application for assumption of debt.

E8.6 Settlements

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

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

Reimbursement for lawyers' 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.

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.

E8.9 Procedure in the event 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 must ultimately bear all the costs. No opposing party legal expenses are paid. 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.

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.

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.

E8.12 Restrictions and liability exclusions

AXA-ARAG may indemnify through an external claims handler or limit its payment to appropriate costs. AXA-ARAG accepts no liability of any kind in connection with choosing and retaining a lawyer or interpreter or for the timely transmission of information or payments.

E8.13 Breach of duties to provide information or of rules of conduct

If duties to provide information or rules of conduct are breached, AXA-ARAG may reduce or refuse its indemnity, unless the insured person can prove that they were not at fault.

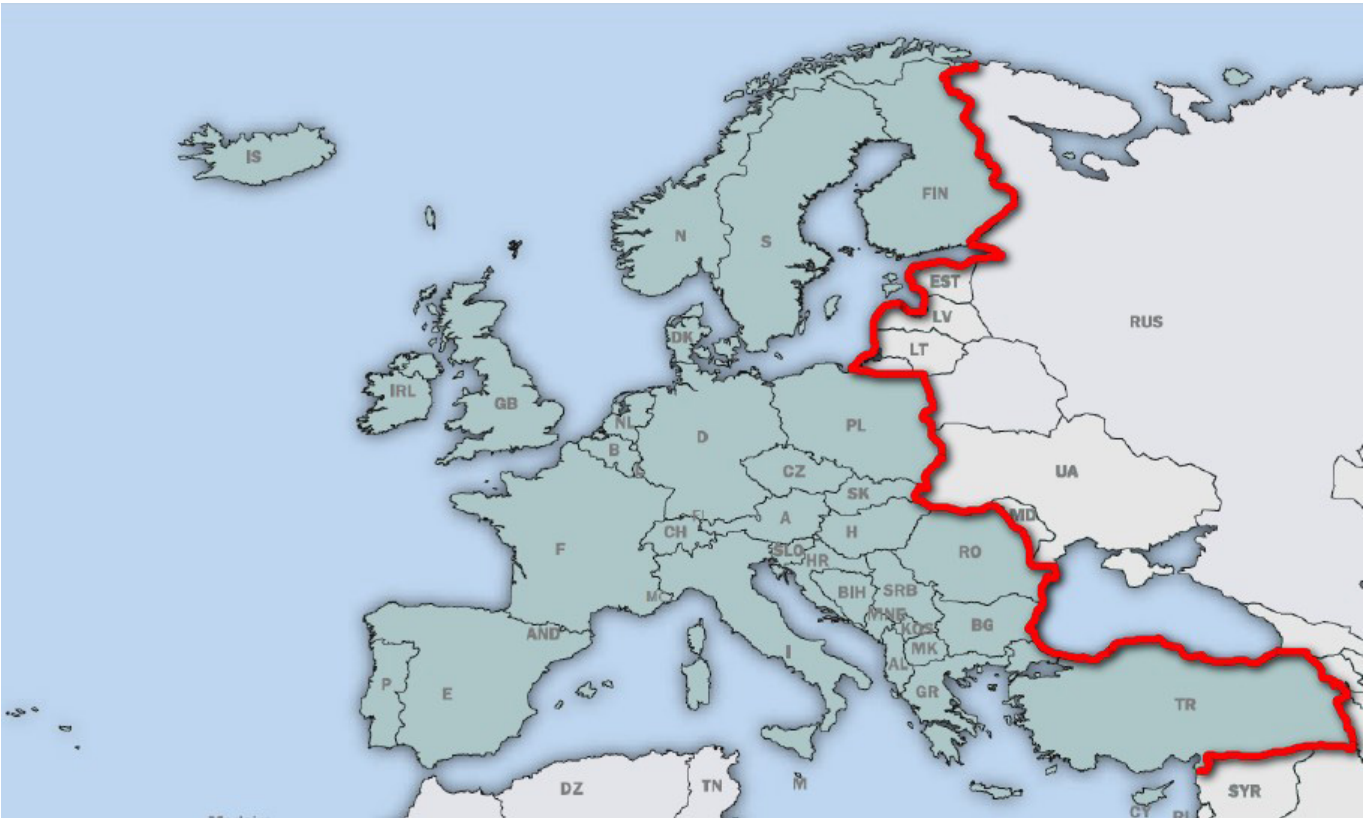
E9 **Trigger**

E9.1 A legal case is insured if its cause or triggering event and the need for legal assistance 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 breached 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 the occurrence of the insured event is applicable.

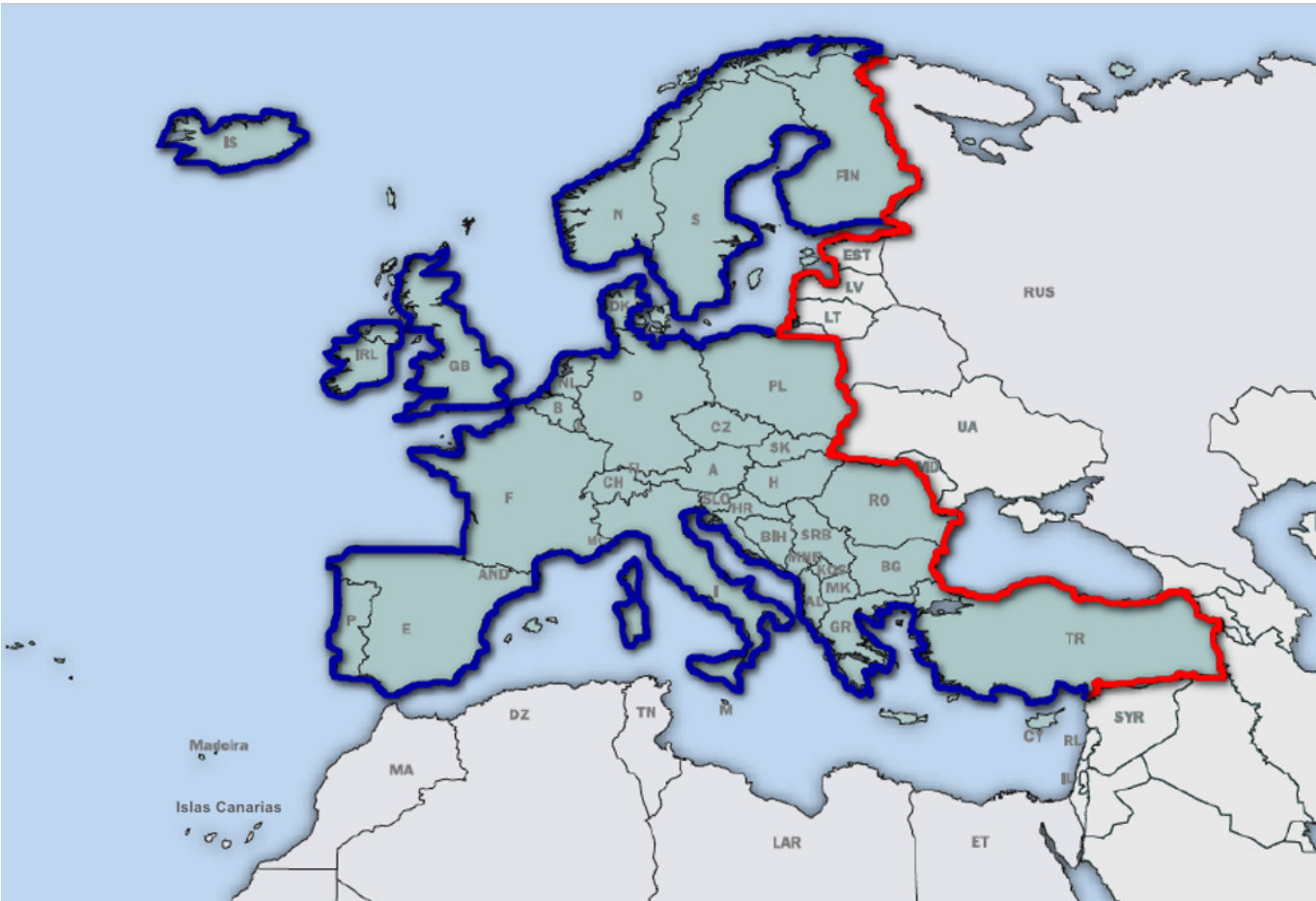
E9.2 No legal protection is granted if a legal case is reported more than three months after the policy is canceled. In the event of a prolonged delay that is not the fault of the party, the legal case may be reported at a later time, as soon as the reason for the delay has ceased to apply.

“Territorial scope” maps pursuant to A2

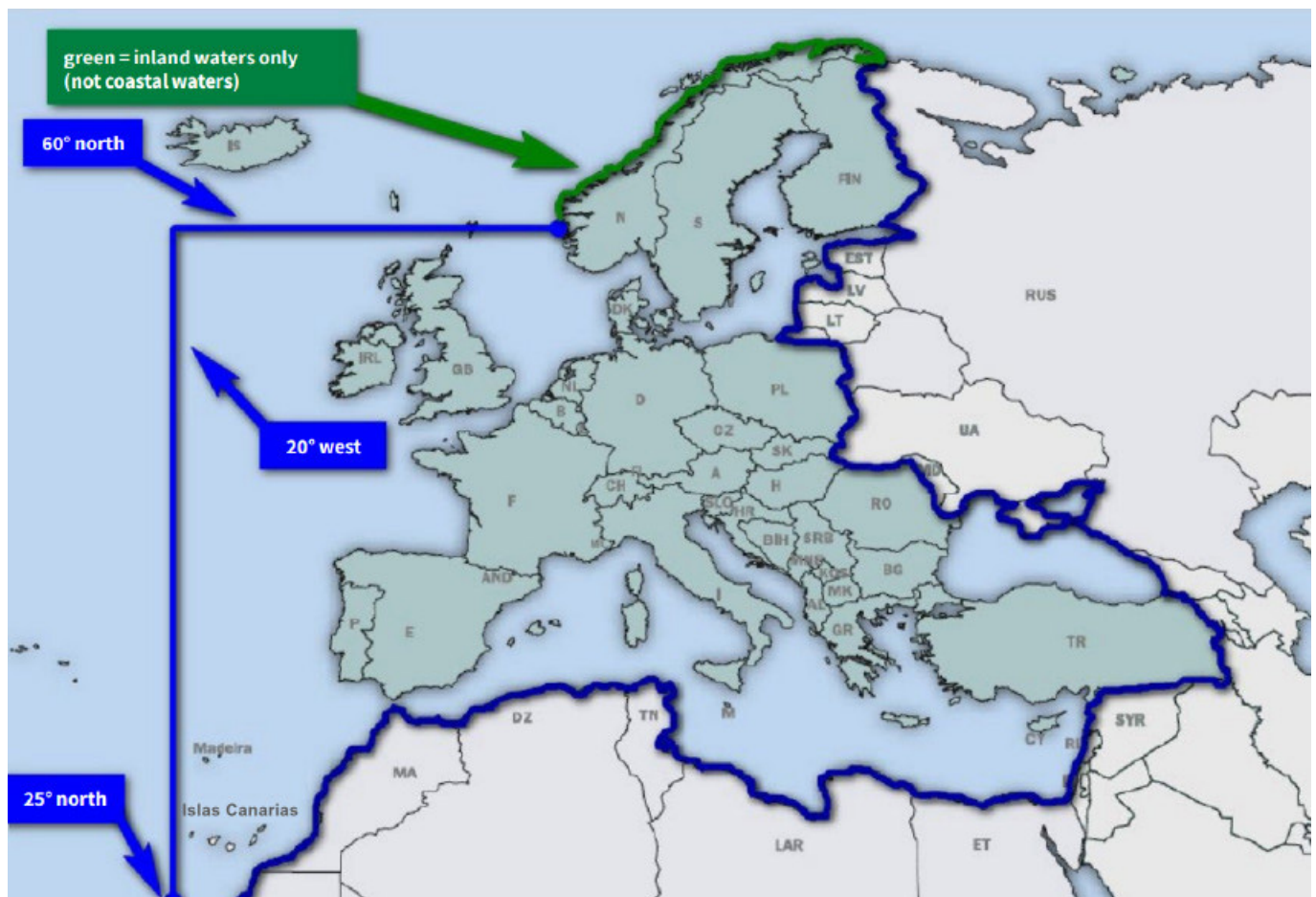
European inland waters (see paragraph A2.1)



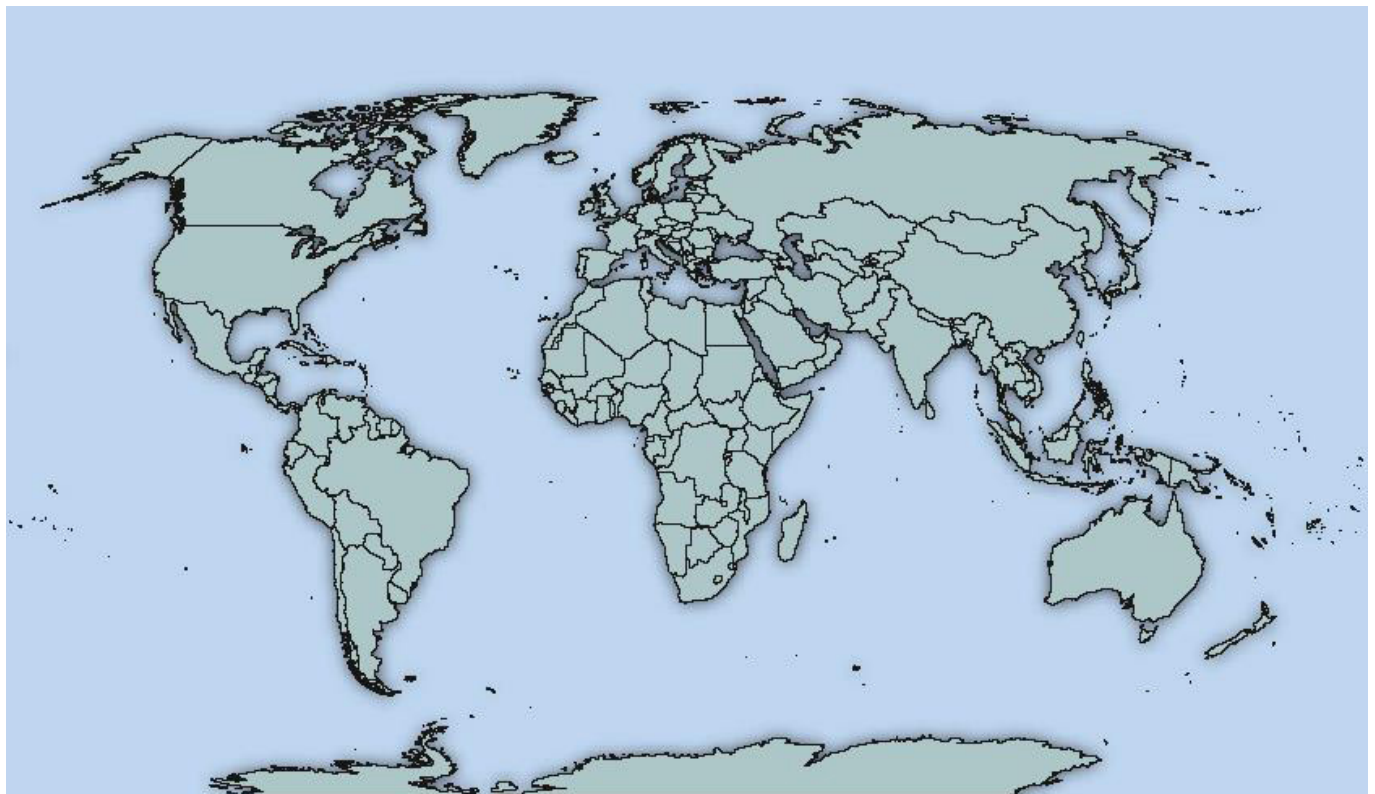
European coastal waters (see paragraph A2.2.1)



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



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





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