



General Insurance Conditions (GIC)

# Watercraft insurance

Version 04.2018

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# Key points at a glance

This overview informs you about the material content of the insurance contract, in accordance with Art. 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 for the liability, accidental damage, and accident insurance is AXA Insurance Ltd., General Guisan-Strasse 40, 8401 Winterthur (hereinafter referred to as "AXA"), a stock corporation having its 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 having its registered office in Zurich and a subsidiary of AXA Group.

## What is insured?

The insured craft and persons are shown in the application and the policy.

## What risks and losses can be insured?

### Third-party liability insurance:

The insurance covers claims for damages in case of:

- injury or death of persons;
- damage to or destruction of property.

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

### Accidental damage insurance:

The application and policy state whether comprehensive accidental damage insurance or partial accidental damage has been taken out. Comprehensive accidental damage insurance covers all events covered under partial accidental damage insurance with the addition of collision. As per C1, the insurance covers damage to the insured watercraft due to the direct action of events specified in the application and policy.

- Collision (comprehensive accidental damage insurance only)
- Theft
- Natural forces
- Natural forces 'Plus'
- Glass breakage
- Fire
- Snowslide
- Malicious damage and vandalism damage
- Loose accessories
- Flying objects
- Seaweed

The insurance can also cover

- machinery insurance.

### 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 these areas (E6):

- civil damages law and satisfaction;
- criminal and administrative proceedings;
- insurance law;
- vehicle contract law;
- revocation of license;
- taxation;
- ownership and property law;
- patient law;
- recovery and rescue operations.

### What does the insurance not cover?

#### General exclusions:

The insurance does not provide cover if the watercraft pilot causes an insured event while in an intoxicated or unfit state or through particularly gross disregard of the maximum permitted speed limit (A11.5). Persons are deemed to be intoxicated if their blood alcohol level is above the concentration of alcohol permitted by law.

### Third-party liability insurance:

The insurance does not cover the following, as per B5:

- claims brought by the owner, the keeper or the pilot 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;
- claims arising from accidents during races for which special liability insurance is in effect;
- claims if the pilot 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, as per 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;
- piloting of the watercraft by someone without the license required by law;
- voyages without official authorization.

C4 does not apply to machinery insurance, C1.12.

### Accident insurance:

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

**Legal protection insurance:**

The insurance does not cover the following specific cases, as per 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 satisfaction;
- legal cases in connection with participating in competitions and races;
- legal cases in connection with piloting without valid licenses/ identification documents or license plates;
- legal cases in connection with repeated piloting 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 expenses;
- daily hospital benefits;
- daily benefits;
- disability;
- death case.

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 amounts of insurance 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 pilot's licenses and watercraft registrations;
- interpreter fees;
- counterparty's legal expenses;
- waiver of benefit reduction in case 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 comprehensive accidental damage insurance, 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.

**When does the insurance begin and end?**

The insurance begins on the date shown in the application and the policy. AXA and AXA-ARAG can reject the application up to the time when the policy is issued. The insurance is valid for the period shown in the policy. The insurance contract renews tacitly by one further year at a time unless it is terminated on expiry. A contract concluded for less than 1 year ends on the date shown in the policy.

**Special information for the Principality of Liechtenstein**

The applicant is bound by the application to conclude an insurance contract for a period of 2 weeks after submitting or sending the application.

If AXA is in breach of the information obligations pursuant to the Insurance Contracts Act or Insurance Supervision Act of the Principality of Liechtenstein, the policyholder has the right to withdraw from the contract within four weeks from the receipt of the policy.

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

**Which data do AXA and AXA-ARAG use, and in which ways?**

Information about the use of data is given under "Data Protection" in part F.

# General Insurance Conditions (GIC)

## Part A General conditions of the insurance contract

### A1 Scope of the contract

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The policy stipulates the insurance coverages which have been taken out. The scope of coverage is governed by the policy, these General Insurance Conditions (GIC) and any Special Insurance Conditions (SIC) that may apply. AXA provides the legal protection insurance on behalf and for the account of AXA-ARAG. The insurance covers events that occur during the contract term. E9 is applicable for the legal protection insurance. The contract term is stated in the policy.

### A2 Territorial validity

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#### A2.1 European inland waters

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. They are 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 insurances 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 insurances are also valid in European coastal waters if the watercraft is traveling within sight of the coast and is no more than 6 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 pilot'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 pilot'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 his domicile abroad or if he registers the watercraft abroad or obtains a foreign flag certificate for it, coverage ends at the latest when the insurance year ends. At the policyholder's request, the contract can also be 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 his domicile to the Principality of Liechtenstein.

### A3 Contract term

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The insurance contract begins on the date shown in the policy. It is valid for the term shown in the policy, after which it is tacitly renewed for one more year in each case. A contract concluded for less than 1 year ends on the date shown in the policy. Any provisional insurance coverage that may be in place ends when the policy is issued.

AXA may reject the application. Any provisional insurance coverage that may be in place ends 3 days after notification of such rejection reaches the applicant. In this case, the applicant shall owe the prorated premium for the period of insurance coverage.

### A4 Termination of the contract

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#### A4.1 Termination on the final date

Both contracting parties may give written notice to terminate the contract up to 3 months before its expiration date.

#### A4.2 Termination in case of a claim or legal case

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

- by the policyholder, no later than 14 days after becoming aware of the benefit disbursement or after the last service was provided, whereby coverage ends 14 days after AXA receives the notice of termination.
- by AXA or AXA-ARAG, at the latest on disbursement of the benefit or provision of the last service, whereby coverage ends 14 days after the policyholder receives the notice of termination.

#### A4.3 Termination by the policyholder in case of a change to the contract by AXA

A9.2 applies.

## A5 Premiums

### A5.1 Amount and due date of premium

The premium stipulated in the policy is due on the first day of every insurance year; the due date for the first premium is stated on the invoice. In the event of payment in installments, 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 pilot, the scope of coverage selected, the deductibles and additionally, for comprehensive accidental damage insurance, 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 comprehensive accidental damage insurance

### 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 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 as per 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 its 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 he was notified of the settlement.

## A7 Deductible

### A7.1 General

The deductibles stated in the policy are applicable.

### A7.2 Waiver of deductible

#### A7.2.1 Liability

The deductible does not apply:

- if AXA must indemnify although the insured person is not at fault (simple objective 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 indemnity. If the deductible is not paid within 4 weeks of the invoice date, the policyholder receives a written reminder to pay the invoice within 14 days of delivery of the reminder. If the reminder is ignored, the entire contract ends after these 14 days. 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 pilot 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 Changes to the contract 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 change to the contract must reach the policyholder no later than 25 days prior to the start of the new insurance year.

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**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.

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**A9.3 Consent to changes to the contract**  
The change to the contract is deemed to have been accepted unless the policyholder gives notice of termination.

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## A10 Information obligations

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**A10.1 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.

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**A10.2 Risk increase or reduction**  
The policyholder must inform AXA immediately if the information stated in the policy has changed.

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**A10.3 Claims and legal cases**  
A11 applies.

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**A10.4 Changes to the contract by AXA or AXA-ARAG**  
A9 applies.

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**A10.5 Termination of the contract**  
A4 applies.

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## A11 Claims and legal cases

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**A11.1 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, benefits may be reduced or refused in accordance with the consequences arising from such breach.

**A11.1.1 Options for notifying claims to AXA:**

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

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

**A11.1.2** 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  
Tel +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 the insured persons are legally binding if sent to their address in Switzerland that was most recently provided in writing or to their legal representatives.

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### A11.2 Liability

**A11.2.1** AXA negotiates with the claimant in its own name or as the insured person's representative.

**A11.2.2** The insured person is not permitted to acknowledge claims by or pay amounts to claimants of his own accord.

**A11.2.3** If a civil procedure is instituted, the insured person must let AXA manage the case. If civil law claims are brought as part of criminal proceedings, the insured person must keep AXA informed about the proceedings from the beginning.

**A11.2.4** AXA's settlement of claims brought by the claimant is binding on the insured person.

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### A11.3 Accidental damage

**A11.3.1** 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.

**A11.3.2** In case of theft, the police station in the area where the theft occurred must be notified immediately.

**A11.3.3** 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 company registered office in Switzerland must be notified immediately.

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### A11.4 Accident

At AXA's request, each insured person must submit to an examination by doctors appointed by AXA.

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### A11.5 Intoxicated and unfit condition or gross disregard of maximum permitted speed

**A11.5.1** The following apply if the pilot 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 his license was revoked because of one of these circumstances during the last five years prior to the event:

- under accidental damage insurance, AXA shall pay no benefits if the policyholder was aware or must have been aware of the unfit condition or intoxication of the watercraft pilot;
- under accident insurance, AXA shall pay no benefits for the watercraft pilot.

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



- A11.5.2 If the pilot proves that his license was not revoked in the five years prior to the event due to one of the circumstances stated in A11.5.1, benefits on account of loss or damage caused by gross negligence shall only be reduced.
- A11.5.3 Recourse claims against the pilot are not affected by these provisions.
- A11.5.4 These restrictions do not apply if the circumstances which arose had no influence on the cause or consequences of the event.

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**A11.6 Legal protection insurance**  
E8 applies to the procedure in a legal case.

## **A12 Principality of Liechtenstein**

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If the policyholder is resident in the Principality of Liechtenstein or if the policyholder's registered office is located in the Principality, references to provisions of Swiss law in the insurance contract documentation shall relate to the corresponding provisions of Liechtenstein law.

## **A13 Applicable law and place of jurisdiction**

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**A13.1 Applicable law**  
This insurance contract is governed by material Swiss law; for policyholders resident in or having their registered office in the Principality of Liechtenstein, it is governed by material Liechtenstein law.

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**A13.2 Place of jurisdiction**  
Disputes arising from this insurance contract must be brought before the ordinary Swiss courts; in the case of policyholders resident or having their registered office in the Principality of Liechtenstein, the matter must be brought before the ordinary Liechtenstein courts.

## **A14 Sanctions**

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The obligation to indemnify shall lapse to the extent and for as long as benefits due under this contract are barred on account of legal sanctions relating to business, trade or finance.

# Part B

## Liability insurance

### B1 Coverage

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#### B1.1 Statutory liability provisions

The insurance covers claims for damages against the insured persons brought on the basis of statutory liability provisions in case of

- injury 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.

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#### B1.2 Loss prevention costs

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

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### B2 Insured watercraft

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The insurance covers

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

### B3 Insured persons

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The insurance covers liability on the part of

- the owner, keeper and pilot 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.

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### B5 Exclusions

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

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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.

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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.

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

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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.

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

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B5.7 The insurance does not cover the liability of watercraft pilots 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.

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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.

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

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### B6 Recourse

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

Comprehensive accidental damage insurance includes the accidental damage event of collision (C1.1), partial accidental damage events C1.2 to C 1.11 and – if additionally agreed – machinery insurance (C1.12). Partial accidental damage insurance includes accidental damage events C1.2 to C1.11 – 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.

#### 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 km/h or more). Buckled or broken masts and spars as well as torn standing or running rigging falls under collision damage, provided that there is no other accidental damage event or operational damage as per C4.1.

#### 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.

#### C1.3 Natural forces

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.

#### C1.4 Natural forces '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.

#### 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.

#### 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.

#### C1.7 Snowslide

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

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

Losses/damage due to malicious or intentional severance of attached components or decorative elements, daubed paintwork, or damaging 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.

#### C1.9 Loose accessories

Damage to or destruction of items of property transported in the watercraft and items worn by the pilot 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 amount of insurance stated in the policy.

The insurance does not cover:

- C1.9.1 All types of means of payment, monetary assets, valuables, tickets, subscriptions, 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.

#### 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 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 amount of insurance.

##### 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:

- incorrect operation, carelessness, negligence;
- damage from the effects of electricity such as short circuit, overcurrent or overvoltage;

- construction, material or manufacturing errors;
- overload, over-revving;
- underpressure 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, 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 function correctly without there being any visible damage or destruction. Proof of damage is furnished once the function has been restored following replacement of the smallest exchangeable electronic assembly.

### C1.13 Due diligence obligations

- C1.13.1 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.
- C1.13.2 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.
- C1.13.3 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.
- C1.13.4 If the policyholder, the policyholder's representative or the responsible operational management is culpably in breach of due diligence 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 shown in the policy together with the statutorily or officially prescribed equipment including its fixed accessories and tarp. The insurance also covers any value-adding investments made after the contract was signed; in total, however, these may not exceed 10% of the amount of insurance shown 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 trailer.
- Coverage applies in the same way as for the watercraft shown in the policy.

## C3 Benefits

### C3.1 General

In case of an insured event, AXA pays 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 restoring the watercraft and any insured accessories to their present value, except in the case of a total loss as defined in C3.3. Compensation can be made contingent on the repairs that were actually carried out.

- C3.2.2 The policyholder must pay part of the repair costs himself 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 not obligated 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 amount of insurance |
|---------------|------------------------------------|
| 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                      |

|        |   |       |   |
|--------|---|-------|---|
| C3.3.3 | 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.   | C4.3  | The insurance does not cover consequential costs due to: <ul style="list-style-type: none"> <li>• laydays;</li> <li>• wintering;</li> <li>• any reduced value;</li> <li>• reduced capacity to compete in races;</li> <li>• loss of use.</li> </ul>  |
| C3.3.4 | The insurance covers the present value of inflatable rafts, high-tech regatta boats, outboard motors, sterndrives, sails, tarps, covers, boat trailers and dinghies.  | 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.          |
| C3.3.5 | The effective purchase price is compensated if it was lower than the benefits determined in this way. The agreed deductible and the value of the remains are only offset afterwards.  | 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.  |
| C3.3.6 | Remains of the watercraft<br>In 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 AXA's property once the benefits have been paid.<br>Ownership rights are transferred to AXA if a misappropriated watercraft or insured accessories are indemnified as a total loss.   | 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.  |
| C3.3.7 | Value added tax<br>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.  | C4.7  | The insurance does not cover loss or damage in connection with warlike events, military use, requisition, earthquake, nuclear energy, and ionizing radiation.   |
| C3.3.8 | Definitions of terms to calculate benefits (C3.3.2) <ul style="list-style-type: none"> <li>• Contract years: The contract years are the number of years since issuance of the last contract with a stipulation of the watercraft's value. Amounts are prorated during a contract year.</li> <li>• Amount of insurance: The amount of insurance is the value shown in the policy for the insured watercraft when the contract was concluded, including the statutorily or officially prescribed equipment, fixed accessories and tarp. If specifically stated in the policy, the sails, engine, dinghy and boat trailer are also included.</li> <li>• New-for-old value: New-for-old value refers to the amount needed to purchase new property of equal value at the time of the loss event.</li> <li>• 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.</li> </ul> | 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 he or the pilot 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 piloted 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 Exclusions

|      |   |         |   |
|------|---|---------|---|
| C4.1 | The insurance does not cover loss or damage resulting from operation (operational damage), specifically <ul style="list-style-type: none"> <li>• loss or damage without violent external influence;</li> <li>• 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;</li> <li>• overheating of the engine;</li> <li>• swelling of wooden vessels.</li> </ul> C4 does not apply to machinery insurance, C1.12. | C4.11   | Damage during voyages without official authorization.   |
| C4.2 | The insurance does not cover loss/damage that occurs gradually due to inadequate inspection, maintenance and upkeep.  | C4.12   | <b>Exclusions for machinery insurance (C1.12)</b>   |
|      |   | 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 <ul style="list-style-type: none"> <li>• lasting, foreseeable influences of a mechanical, thermal, chemical or electrical nature such as aging, wear and tear, corrosion, or rotting;</li> <li>• excessive rust, sludge, boiler scale, and other deposits;</li> <li>• frost, freezing of the cooling water.</li> </ul> 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**

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- C5.1 Depending on its location (boat harbor, buoy place, dry dock, public or private 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.
- D1.2** The insurance also covers accidents when the policyholder is piloting 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 as per the provisions of the Federal Law on Accident Insurance (UVG) and the Federal Act on the General Part of Social Security Law (ATSG). Causality is established in accordance with the UVG.
- 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 commensurately if the health impairment or death was caused only in part by the accidental event.

### D2 Insured persons

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- D2.1** The insurance covers:
- the users of the watercraft which is shown in the policy;
  - water skiers being towed.
- Persons who voluntarily assist the users of the watercraft shown in the policy without pay in the case of an accident are covered for the same amounts.
- 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 by certified nursing staff or staff made available 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 (new-for-old value) if such items were damaged or destroyed in the accident that led to the insured medical treatment.

In addition, AXA covers the daily benefit deduction under the Federal Law on Accident Insurance (UVG) for maintenance costs in a treatment facility.

- 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 of the Federal Law on Accident Insurance (UVG).
- 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 person 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 person has at least one child aged below 20 at the time of the accident.

#### D3.5 Death case

- D3.5.1** AXA pays the benefits for the insured person:
- to the spouse or registered partner;
  - in the absence thereof, to the children whom the insured person fully or partially supported;
  - in the absence thereof, to other persons whom the insured person primarily supported;
  - in the absence thereof, to the 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 person is survived by at least one child below the age of 20 who is entitled to inherit.

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## D4 Special benefits

AXA pays the costs of

- necessary rescue missions, recovery and transportation of the accident victim's body to his 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 (new-for-old value) damaged clothing or personal belongings up to a maximum of CHF 2,000 per person;
- search missions to rescue or recover the insured person, up to a maximum of CHF 10,000.

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## D5 Exclusions

The insurance does not cover:

- the persons listed in B5.7 and B5.8;
- attempted or actual suicide or self-mutilation;
- accidents if the watercraft was misappropriated, or in connection with circumstances as described in B5.9 and C4.6 to C4.11.

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

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.

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## D7 Relationship to liability insurance

- 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 pilot of the watercraft himself is held liable for compensation, e.g. in case of recourse.

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## D8 Maximum benefits

Benefits from accident insurance per event are limited to CHF 30 million 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 stock corporation having its registered office in Zurich and a subsidiary of the AXA Group. 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 if doing so could disadvantage the insured persons.

### E2 Insured watercraft

The insurance covers:

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

### E3 Insured persons

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

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

E3.3 The policyholder is insured as renter, charterer, pilot, 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 amounts of insurance stated in E5.

E4.1.1 Legal advice by phone through AXA-ARAG's Legal Services in the insured fields 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 rates customary for the location. The insured person bears a 10% deductible – at minimum CHF 500, at maximum CHF 10,000. The deductible is waived if the insured person 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 person for the first questioning. These advance payments must be refunded to AXA-ARAG in full in case of a legally effective verdict in relation to an intentional felony or crime.

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 and tests to establish whether the person is fit and able to pilot.

E4.1.6 Payment of court fees and other costs of proceedings that are billed to the insured person 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 any kind.

For penal orders and first-instance proceedings concerning the revocation of pilot's licenses and watercraft 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 person.

E4.1.9 Counterparty's legal expenses imposed on the insured person during proceedings.

E4.1.10 Collection of amounts owed to the insured person 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 person 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 person.

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

E4.2.3 Damages and satisfaction.

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

E4.2.5 Costs of asserting time-barred claims against 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 benefit amounts for all insured persons are cumulated per legal case. The amount of insurance is paid at most once, irrespective of the number of injured parties, prospective claimants and eligible claimants.

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

## E5 Amounts of insurance

Within the scope of benefits as per E4, AXA-ARAG covers costs up to an amount of insurance of CHF 300,000. For voyages on the sea as per extended scope of validity A2.2, an amount of insurance of CHF 150,000 is applicable.

## E6 Insured legal cases

The insurance covers safeguarding of the insured person's legal interests in the fields listed conclusively in E6.1 to E6.9.

- E6.1 Civil damages law and satisfaction**  
Enforcement of non-contractual liability claims as the injured party, and associated criminal proceedings and crime victims compensation.
- E6.2 Criminal and administrative proceedings**  
Defense in criminal and administrative proceedings because of 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. Termination of proceedings or 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 pilot's licenses or watercraft registrations.

- 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 against AXA-ARAG or parties who provide services in an insured legal case. However, the insurance covers representation of legal interests against other AXA Group companies.
- E7.3 Legal cases in direct or indirect connection with intentional felonies of which the insured person 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 for damages and satisfaction by third parties.
- E7.5 Legal cases in connection with disputes between persons insured under the same policy. In such cases, only the policyholder himself 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 person.
- 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 pilot was not authorized to sail. However, the insurance covers those insured persons who were not or could not have been aware of the mentioned circumstances.

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E7.10 Legal cases involving a pilot who again piloted a craft while in an unfit state or under the influence of alcohol, drugs or medication after AXA-ARAG had already granted coverage for such a case. Coverage remains in effect for the other insured persons.

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

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

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## **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 person is claiming benefits. The insured person must obtain AXA-ARAG's approval before taking legal action for which he requests coverage, or before he mandates a legal representative.

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### **E8.2 Procedure**

After a legal case has been notified, the insured person 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 person. 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 taking legal action is purposeful.

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

AXA-ARAG decides if it is necessary to retain a lawyer and suggests a suitable professional if this is the case. The insured person mandates the lawyer and grants him power of attorney. The insured person must release the lawyer from his professional secrecy obligations toward AXA-ARAG. In addition, the insured person obliges 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, in view of a court or administrative procedure, it is necessary to retain a lawyer or there are conflicts of interests, the insured person has the right to retain a lawyer of his choice by agreement with AXA-ARAG. A conflict of interests involves a situation in which the insured person's counterparty is an AXA Group company – except for AXA-ARAG – or a legal case in which AXA-ARAG must also provide coverage for the counterparty. If no agreement can be reached on which lawyer to retain, AXA-ARAG will choose one of three lawyers that the insured person suggests. These persons 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 Coverage confirmation**

AXA-ARAG can define a period for its coverage confirmation for insured benefits, impose conditions or include restrictions, or limit it to a particular stage of proceedings or an amount. The insured person's notification to the lawyer that coverage has been confirmed 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 Counterparty's legal expenses**

Compensation for proceedings and counterparty's legal expenses awarded to the insured person from a court or out-of-court settlement must be repaid or assigned to AXA-ARAG up to the amount of benefits 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 case of a difference of opinion, inform the insured person of the possibility of proceedings as per E8.9. In this case, the insured person is responsible for observing the deadlines for any appeals, and the forfeiture and limitation periods.

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

If opinions differ on the measures required to settle a legal case, the insured person 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; the losing party ultimately bears all of the costs. The counterparty's legal expenses are not disbursed. The decision is deemed to have been accepted unless the insured person requests such a procedure within 20 days after receipt of the rejection. At the request of the insured person or if it proves impossible to agree on an expert, the judge rather than an expert must make the decision by means of a summary procedure at one party's registered office or domicile in Switzerland.

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### **E8.10 Measures on own account**

If the insured person takes legal action at his 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 person 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 person 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 adjuster 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 passing on information or making payments on time.

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**E8.13 Violation of information obligations and rules of conduct**

If information obligations or rules of conduct are violated, AXA-ARAG can reduce or refuse its indemnity unless the insured person can prove that he was not at fault.

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**E9 Validity period**

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 violated for the first time. Under civil damages law, 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 3 months after the policy is canceled. In case of a longer delay that is not the party's own fault, the legal case may be notified at a later time, as soon as the reason for the delay has ceased to apply.

## Part F

### Data protection

While preparing and managing the contract, AXA and/or AXA-ARAG become aware of the following data:

- customer information (name, address, date of birth, gender, nationality, bank account details, etc.), stored in electronic customer files;
- application information (on the risk insured, answers to the questions in the application, reports by claims adjusters, information on claims experience from the previous insurer, etc.), stored in the policy files;
- contract information (contract term, insured risks and benefits, etc.), stored in contract administration systems such as physical policy files and electronic risk databases;
- payment information (dates of premium payments, outstanding amounts, reminders, credit balances, etc.), stored in debt collection databases;
- any available claims information (claim notifications, investigation reports, invoices, etc.), stored in physical claims dossiers and electronic claims application systems.

This information is needed in order to investigate and assess the risk, manage the contract, collect the premiums on time and handle claims and/or legal cases correctly in a benefit case. The data must be stored for at least ten years after the contract has ended; claims data must be stored for at least ten years after the claim or legal case has been settled. AXA and/or AXA-ARAG undertake to treat the obtained information confidentially.

AXA and/or AXA-ARAG are authorized to obtain and process the data they need in order to manage the contract and to process claims and legal cases. If necessary, the data may be exchanged with third parties involved in the contract, such as reinsurers and other participating insurers, pledge holders, authorities, lawyers, shipyards and external claims adjusters. Information may also be passed on to liable third parties and their liability insurers in order to enforce recourse claims. AXA is authorized to inform third parties (e.g. the relevant authorities) to whom insurance coverage has been confirmed if the insurance is suspended, amended or terminated.

Information may also be shared for the purpose of uncovering or preventing insurance fraud.

To facilitate automated data exchange between AXA and the cantonal shipping authorities, AXA is affiliated with the electronic clearing office (CLS) which forwards electronic certificates of insurance (data on watercraft and watercraft keepers) to the cantonal shipping authorities.

AXA has the right to request relevant data from external providers in order to assess the customer's creditworthiness.

The attending medical personnel must be released from their confidentiality obligations toward AXA or AXA-ARAG in connection with an insured event.

Furthermore, AXA or AXA-ARAG has the right to assess watercraft data and to obtain relevant information from and inspect the files of other insurers, authorities (the police or investigating authorities, shipping authorities, or similar offices), as well as from watercraft manufacturers and other third parties in connection with a claim or legal case. If necessary, the eligible claimant must authorize the offices mentioned above to disclose the relevant information as needed. This is based on Article 39 of the Federal Act on Insurance Contracts (ICA).

To simplify administrative procedures, AXA Group companies operating in Switzerland and the Principality of Liechtenstein grant each other access to the following data:

- master data
- basic contract data
- claims summary
- customer profiles produced

This data is also used for marketing purposes; advertisements may be sent to the policyholder. Customers who do not wish to receive promotional material can give notice of this by calling 0800 809 809 (AXA 24-hour phone line).

Mutual access to health data is excluded.

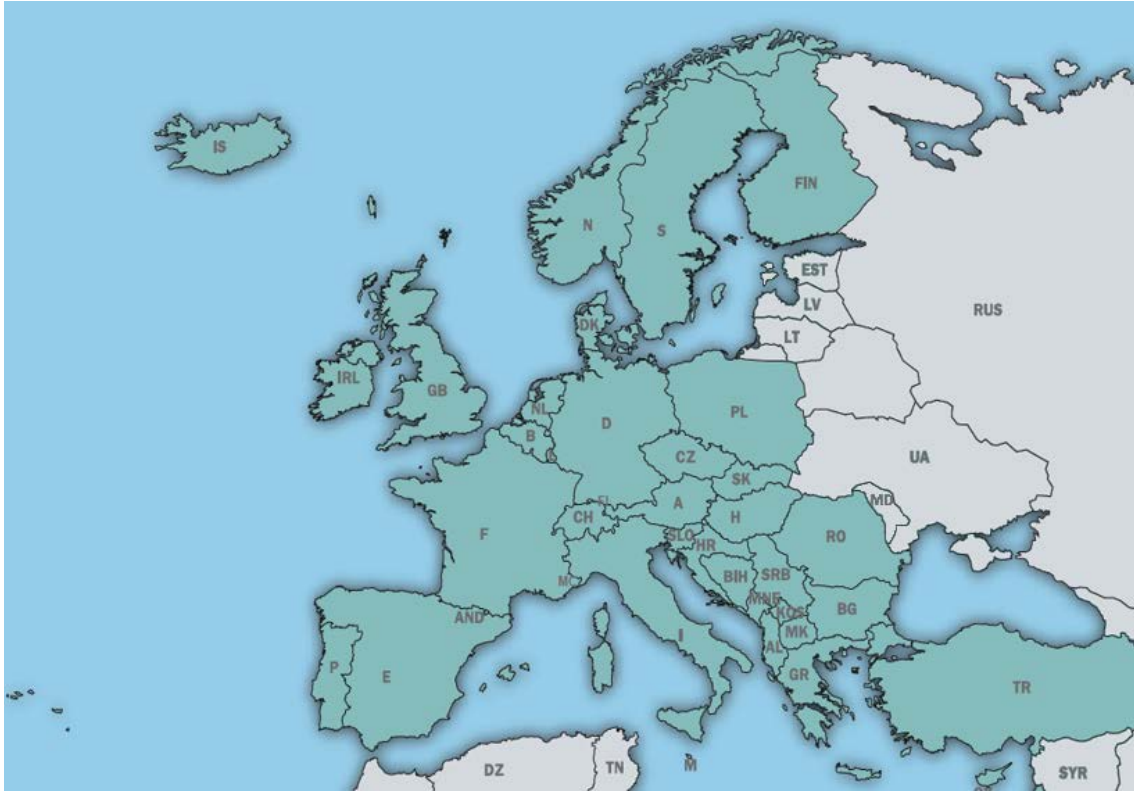
AXA-ARAG does not provide the policyholder with information on insured persons' legal cases if doing so could result in a disadvantage for the insured persons.

AXA and/or AXA-ARAG have the right to use electronic communication media such as email, fax, etc. to communicate with the insured person and other parties, unless the insured person expressly forbids this. AXA and/or AXA-ARAG accept no responsibility if unauthorized parties receive, read, forward, copy, use, or manipulate transmitted information or data of any kind.

## “Territorial scope” maps as per A2

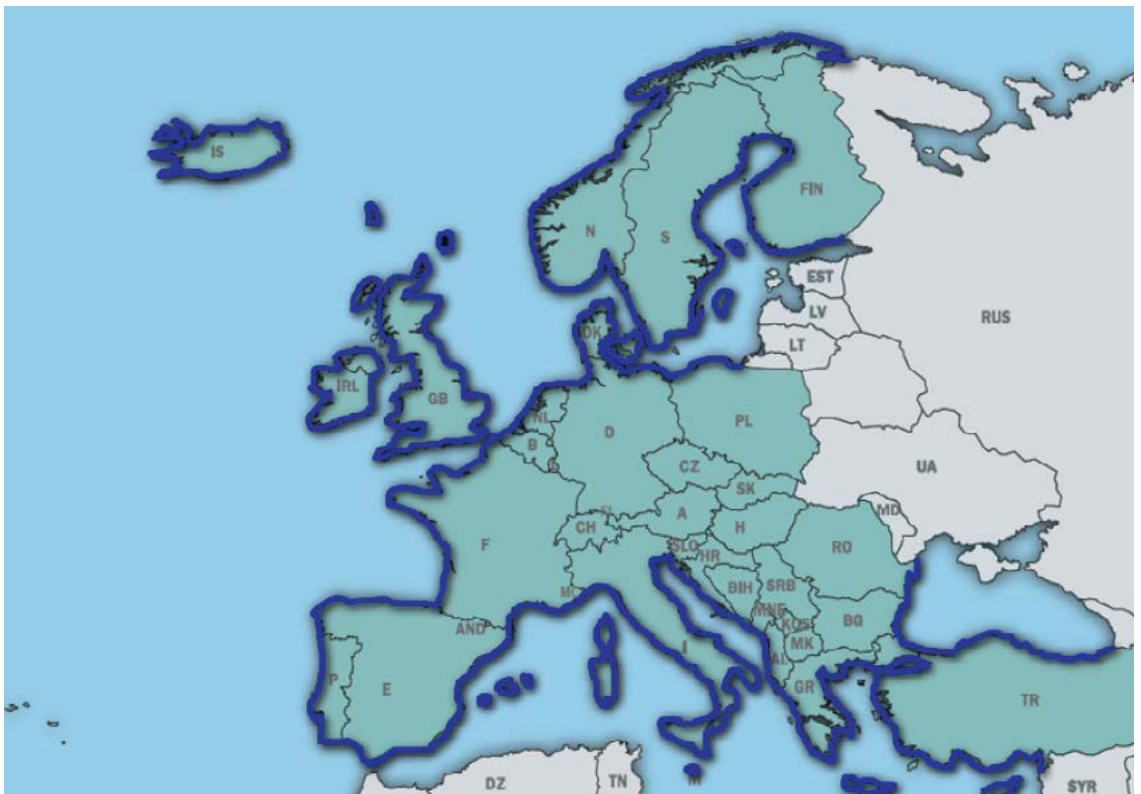
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### European inland waters (see paragraph A2.1)



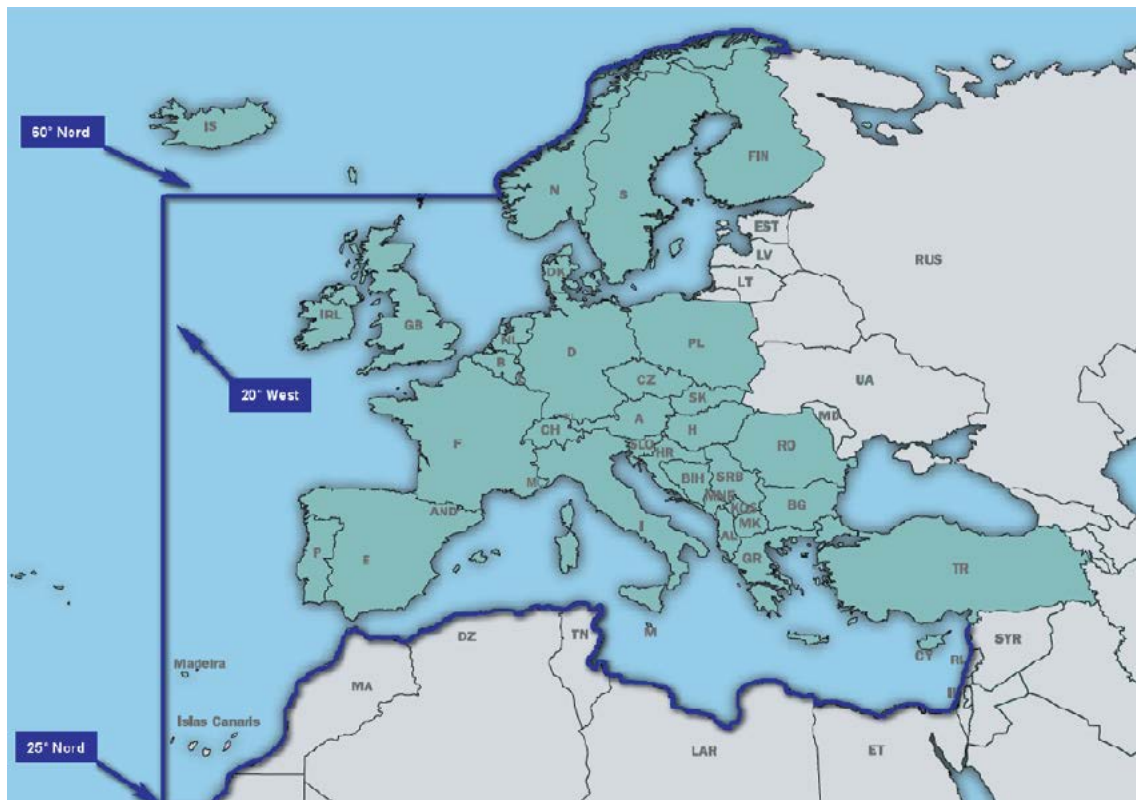
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### European coastal waters (see paragraph A2.2.1)



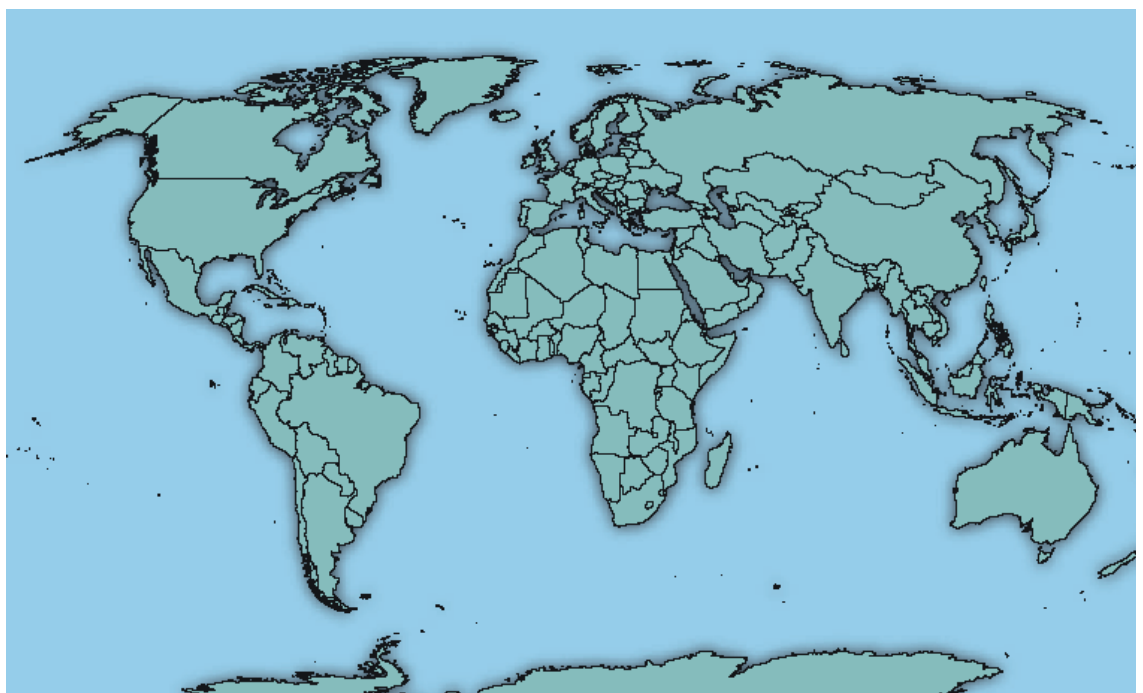
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**High seas (Zone B)**  
(see paragraph A2.2.2)



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**High seas (Zone C)**  
(see paragraph A2.2.3)





## Want to file a claim?

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