

Deposit insurance conditions for boats from Biograd base:

DEPOSIT	DEPOSIT INSSURANCE	
	Deposit insurance cost (not refundable) 7% of deposit amount	Deposit (refundable, if no damage)
CASH OR CREDIT CARD (VISA, MASTERCARD, DINERS OR AMERICAN EXPRESS) and refunded in full if no damage caused. Deposit prices are listed in EUR and include valid VAT rate. In case of damage, the payment has to be made in Croatian currency HRK. On the day of service, the middle rate of Croatian National Bank is used for the conversion in to HRK.	Obligatory CARD PAYMENT (VISA, MASTERCARD, DINERS OR AMERICAN EXPRESS). Payment has to be made in Croatian currency HRK. On the day of service, the middle rate of Croatian National Bank is used for the conversion in to HRK.	CASH OR CREDIT CARD (VISA, MASTERCARD, DINERS OR AMERICAN EXPRESS) and refunded in full if no damage caused.
1.500,00 €	105,00 €	750,00 kn
2.500,00 €	175,00 €	750,00 kn
3.000,00 €	210,00 €	750,00 kn

Deposit Insurance Special Terms and Conditions

Article 1 Coverage

This insurance covers the forfeiture of deposit due to a loss or damage of the chartered boat as a result of events listed in Article 4 hereof.

Article 2 Legal Basis

Provisions of the Croatian Maritime Insurance Law and other Croatian legislative acts shall apply.

Article 3

Territory Covered

This insurance shall apply within the geographic area of waters specified in the charter agreement.

Article 4

Scope of Cover

This insurance covers the forfeiture of deposit for a chartered yacht due to risk to which the chartered yacht is exposed for the duration of coverage.

In the event of loss or damage of the machinery, engine, gearbox, battery, generator, or starter, insurer shall pay indemnity only if such loss or damage is caused by:

- boat disaster (boat disaster shall be any sudden, external event that directly harmfully affects the insured objects through mechanical force);
- sinking;
- fire, lightning stroke, explosion;
- earthquake, seabed quake, volcano eruption or other natural disasters;
- theft or robbery.

Article 5

Exclusions

Regardless of the selected form of coverage, the following shall be deemed excluded:

1. danger of war, civil war or war-like operations as well as dangers resulting from the use or existence of implements of war regardless of whether such use is connected with war;
2. dangers of strike, lockout, rebellion, plundering, violent political acts or other civil commotions or sabotage;
3. dangers of seizure, confiscation or other actions by government authorities;
4. dangers of nuclear energy or radioactivity;
5. dangers due to evasion;
6. dangers against which the charter operator's objects are insured and for which no retention is provide for in the contract;
7. damage caused due to a lack of crew, defective equipment, or due to the insured vessel not being seaworthy;
8. damage due to design defects, manufacturing defects or material defects; however, the loss or damage of such insured objects directly resulting from such defects is covered to the extent of the selected form of coverage;
9. damage due to finish, normal atmospheric influences, such as rust, oxidation, corrosion, cavitation, osmosis, wear and tear, decay, vermin, rats, mice, etc.;
10. scratches and damage to the paintwork;
11. damage resulting from the violation of laws or bylaws, or from actions contrary to transport operator's, warehouse operator's, or port authority's instructions, as well as damage resulting from violation of court restraints or restraints imposed by other government bodies, or violation of execution of such restraints;
12. damage resulting from incorrect mooring or anchoring of the boat without crew at open coast or unsuitable securing against theft;
13. damage due to the use of inappropriate means of transport or loading equipment;
14. transport damage caused by inadequate loading or tying down or other insufficient security against theft, unless these actions are performed by the carrier or transport operator;
15. damage caused by disappearance, loss, fall from the deck, or simple theft of loose i.e. unsecured objects;
16. damage occurring while the insured vessel is being used for purposes other than sports or recreations purposes, and, unless otherwise agreed, damage occurring as a result of the vessel being surrendered to a third party against payment;
17. decrease in value;
18. all types of indirect damage.

Article 6

Boat Operator's Qualifications

Insurance shall only apply provided that the sports boat is operated by a person holding sufficient qualifications. Proof of relevant qualifications shall be presented to the

insurer upon request. Proof of qualifications shall be deemed presented if the person operating the boat presents the insurer with a valid boat operator's licence that is legally required in the respective navigation territory.

Article 7

Liability

Insurer will not be liable to provide indemnity if damage is caused by a deliberate act or gross negligence of the policyholder, the insured, the person operating the boat, a crew member or a passenger on the insured boat.

Insurance covers the damage caused through deliberate acts or gross negligence of the crew, the insured – skipper, a crew member, or a pilot provided the damage occurs during navigation or operation of the boat.

Article 8

Insured Sum

Insured sum is the amount of deposit stated in the insurance proposal. The deposit amount specified in the insurance proposal shall correspond to the deposit amount specified in the charter agreement.

Article 9

Premium

1. The policyholder shall pay a lump sum insurance premium including any legally stipulated taxes payable on insurance by transfer to the bank account of UNIQA osiguranja d.d. with Raiffeisenbank Austrija with a note "Deposit-Insurance". Payment/payment order shall be made prior to the beginning of charter. The payment/payment order shall specify the name of the policyholder if not identical with the payer.
2. Serving as a proof of insurance will be the payment slip issued by the bank/post office receiving the payment, based on which the insurer will issue the policy.
3. Insurer shall reject any incomplete or incorrectly filled in insurance proposals. This also applies to incorrectly or incompletely paid premiums.

Article 10

Reporting of Risks upon Contract Conclusion

On concluding the agreement the policyholder shall report any and all circumstances of which they are aware or should be aware of, that are important for the assessment of risk. For the avoidance of doubt, important circumstances will be those circumstances that the insurer has explicitly enquired about in writing. In the event of violation due to deliberate acts or gross negligence by the policyholder or policyholder's authorized representative, insurer may either terminate the contract or request payment of a premium difference that corresponds to the actual level of risk.

Article 11

Liabilities in the Event of Damage

1. Notifications of claim are to be sent exclusively to UNIQA osiguranje d.d.
2. Policyholder shall notify the claim without delay immediately on becoming aware of the damage, no later than two business days of finding out about the damage, and shall take care to remove i.e. reduce the damage, and, if permitted by the circumstances, shall seek and follow the instructions of UNIQA osiguranje.
3. Before rectifying the damage and bringing it to the original state, the charter operator shall allow the insurer to examine and assess the damage. Upon insurer's request, the charter operator shall also provide any information and evidence as may be necessary to establish the insured event and the scope of insurer's liability to indemnify.
4. As evidence of damage, the policyholder shall provide the insurer with the following documents:
 - report on the course of the damage event, its causes and the scope of damage;
 - names and addresses of all participants and witnesses;
 - address, file number of the investigating police administration, i.e. port authority;
 - proofs of value (e.g. original receipts);
 - quantification of damage.
5. Policyholder shall immediately report the damage caused by fire, explosion, burglary, theft or robbery to the nearest police administration, i.e. the competent port authority, specifying the damaged, i.e. stolen objects.
6. If the policyholder fails to meet any of their obligations set out in these Terms and Conditions or the Policy, insurer is legally authorized to deduct from the indemnity the amount of damage sustained by the insurer due to such failure to meet obligations.
7. If the policyholder is entitled to indemnity against third parties, this entitlement shall pass onto the insurer if such third party has indemnified the policyholder. In the event that the policyholder waives any claim against a third party or waives any right the policyholder may be entitled to, insurer is authorized to deduct from the insurance indemnity the sum equal to the damage sustained by the insurer, but only if such rights could be exercised to obtain indemnity.

Article 12

Payment of Indemnity

Indemnity for the retained deposit will be paid if refund of deposit from the owner / charter operator is forfeited partly or in full. Indemnity by the insurer shall in any case be limited to the insured sum.

Article 13

Retention

Retention amounts to HRK 750 per damage event.

Article 14

Duration of Contract

The duration of contract is the charter period stated in the claim. The charter period is limited to a maximum of 4 weeks.

Article 15 Jurisdiction

In the event of any disputes that may arise from the insurance contract the parties will submit to the jurisdiction of the competent courts at insurer's headquarters – if there are more than one insurer, the headquarters of the insurer specified in the insurance policy as the principal insurer, unless an exclusive jurisdiction of a specific court is legally stipulated for a specific case.

The insurer is UNIQA osiguranje d.d. HR - 10 000 Zagreb, Savska cesta 106.

Article 16

Supervising Institution

Croatian Agency for Supervision of Financial Services HANFA), HR - 10 000 Zagreb, Bogovićeve 1a.

Applicable since April 2006.

Note on the rate of exchange. All amounts denominated in foreign currency are subject to the risk of changes in exchange rates. Legally binding are only amounts denominated in kunas.