

Deposit Protection

Terms and Conditions

Customer information

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General customer information

Boataround.com, a.s.

Radlinského 47, 811 07 Bratislava, Slovakia

Contact.: +44 330 818 0541; +353 1 903 8314

E-Mail: info@boataround.com

Web: www.boataround.com

Commercial Register: 50 173 448

VAT-ID: SK2120232862

User information

Validity and acceptance of the application

The application will be examined by Boataround, which expressly reserves the right to accept the application. The acceptance of the application will be confirmed by Boataround after positive examination by sending the Protection policy and the invoice. The applicant is bound to his application for 14 days, unless he revokes the application in writing.

Contract independence

The yacht liability, hull and passenger accident protection concluded on the basis of the application are legally independent contracts in each case. They can have different terms and can be concluded and terminated individually.

Contract basis

The mutual rights and obligations are regulated by the supplements, the policy, the clauses mentioned in the policy, protection conditions and the product and consumer information, in the order listed.

Cancellation policy

You can revoke your contractual statement within 2 weeks without giving reasons in writing (eg letter, fax, e-mail). The period begins on the day after you have received the Protection policy, the contractual provisions including the Protection conditions and this instruction in text form. The timely dispatch of the revocation is sufficient to comply with the deadline. The revocation must be addressed to Boataround.com, Radlinského 47, 811 07 Bratislava, Slovakia.

In the event of an effective revocation, your Protection cover will end, and you will be reimbursed for that part of your premium which is attributable to the period after receipt of the revocation.

The part of your premium that is attributable to the time until receipt of the revocation can be retained if you agree that the Protection cover begins before the expiry of the revocation period. If you have not given such consent or if the Protection cover only begins after the expiry of the revocation period, the benefits received by both parties are to be returned.

Your right of revocation is excluded if the contract has been completely fulfilled by both parties at your express request before you have exercised your right of revocation. The right to revocation does not apply to contracts with a term of less than one month.

Consent clause according to GDPR (DSGVO)

I agree that Boataround.com may pass on data resulting from the application documents or the execution of the contract (premiums, Protected events, risk/contract changes) to the insurer, reinsurer and claims adjuster to the extent necessary and that these keep the application, contract and benefit data in data collections, insofar as this serves the proper execution of my insurance matters. Without influence on the contract and revocable at any time, I further agree that Boataround.com may use my data beyond that for consultation and support, also in other services.

Contract language

The contract language is English. All communication is exclusively in this language.

Sanctions / Embargos

The (re)insurer shall not provide any insurance cover or other benefits if the (re)insurer would be subject to sanction measures, prohibitions or restrictions under relevant economic or trade sanctions as a result of the provision and/or other benefits.

Applicable law

The law of the Slovak Republic shall apply to the Deposit protection contracts.

Terms and conditions for deposit protection

§ 1 Scope of Protection

The Protection covers the partial or total retention of the deposit agreed in the charter contract for any damage occurring during the charter trip as a result of loss or culpable damage to the chartered yacht caused by the policyholder or his crew. In the event of loss of or damage to the engine or engine, gearbox, battery, alternator and starter, the Boataround shall indemnify only if caused by: Ship accident (this is a sudden external event which has a direct damaging effect on the policy holder property by mechanical force), sink, fire, lightning, explosion, earthquake, seaquake, volcanic eruption or other natural catastrophes, theft or robbery.

§ 2 Scope of application

The Protection is valid for the charter trip named in the application and within the geographical area of application on water specified in the signed charter contract.

§ 3 Exclusions

Excluded from Protection cover is:

- 3.1. the dangers of war, civil war, warlike events and the dangers arising from the use or presence of instruments of war, irrespective of the state of war
- 3.2. the risks of strikes, lockouts, riots, looting, political violence or other civil unrest and sabotage
- 3.3. the risks of seizure, confiscation or other intervention by high authorities
- 3.4. the dangers of nuclear energy or radioactivity
- 3.5. the risks of embezzlement
- 3.6. those risks, against which the charter company`s property is insured and which have been agreed to with no or a lower deductible as mentioned in the Protection contract
- 3.7. damage caused by inadequate manning, defective equipment, or the policyholder's vehicle being in a condition that is not seaworthy or fit for navigation
- 3.8. damage due to construction, manufacturing or material defects
- 3.9. damage caused by machining, normal weather conditions, as well as rust, oxidation, corrosion, cavitation, osmosis, ageing, wear, rot, vermin, rats, mice and the like
- 3.10. damage to paintwork, scratches and scratches, provided that these do not penetrate the gelcoat/paint layer and damage to light and downwind sails, e.g. Spi, Gennaker, Code Zero
- 3.11. damage caused by breaches of statutory or applicable regulations, of orders issued by a conveying company, a warehouse keeper or a port authority, as well as damage caused by official or court orders or their enforcement
- 3.12. damage due to defective mooring or anchoring, unmanned lying still off the open coast, as well as defective securing against removal

3.13. damage caused by the loss, falling overboard or simple theft of loose or unsecured items

3.14. damages in case of transfer to a third party against payment

3.15. damage occurring during participation in sailing regattas or motorboat races or during the associated practice runs, unless expressly stated in the policy

3.16. reduction in value and indirect damage of any kind

3.17. damage to property which is economically attributable to the policyholder or a crew member directly or through an interest

§ 4 Suitability of the boat captain

The Protection only applies on condition that the vessel is operated by a sufficiently qualified person. The qualification must be proven at the Boataround's request. Proof is deemed to have been furnished if the skipper presents the Boataround with the required skipper's licence, which is required by law in the sailing area.

§ 5 Fault

If the policyholder or the co-policyholder persons cause the loss intentionally, the Boataround is released from the obligation to indemnify. If the damage is caused by gross negligence, the Boataround is entitled to reduce the benefit in proportion to the seriousness of the gross negligence.

§ 6 Sum protected

The sum protected is the deposit amount stated in the application. The deposit amount stated in the application must correspond to the deposit amount in the concluded charter contract. The maximum total indemnity of all benefits under the protection is the amount of the sum protected stated in the policy.

§ 7 Deductible

The deductible per claim amounts to 15% of the deposit sum, but at least 100 EUR and, if the regatta risk is included, 20% of the deposit sum, but at least 300 EUR.

§ 8 Obligations in the event of a claim

In the event of a claim, the claim must be submitted immediately, maximum within 21 days, after conclusion of the charter contract. The claim must include:

8.1. the charter contract, the crew list, the handover and return protocol

8.2. proof of the paid deposit and the amount of the deposit retained (credit card voucher, receipt or similar)

8.3. detailed cost statement of the charter company (cost estimate)

8.4. detailed damage description and damage report signed by the skipper and the crew, as well as detailed damage photos.

§ 9 General

The objection of under protection is excluded. Upon payment of the indemnity, the rights of the policyholder in connection with the loss are subrogated to Boataround.com. Upon receipt of a claim, Boataround.com will verify and process the claim within 90 days. Boataround.com reserves the right to amend this policy at any time.

Privacy Statement

We take care of your personal data

Boataround.com ("we", "us", "our") has its registered office in the Slovak Republic. The protection of your personal data is a matter close to our heart!

This data protection declaration informs you about the way and why we collect your personal data. With this document, we comply with our legal duty to provide information. Please read this information carefully.

1. Who is responsible?

"Responsible" is the natural or legal person, authority, institution or other body that alone or jointly with others decides on the purposes and means of processing personal data in paper or electronic form and is legally responsible for this.

Boataround.com is responsible in the sense of the applicable data protection regulations.

2. What personal data do we collect?

We may collect and process various types of your personal data, which you can find in the attached list:

- surname and first name
- address
- date of birth
- sex

- identification numbers of official documents
- telephone number
- email address
- bank details
- lifestyle and other information

We may collect and process special categories of your personal data, such as medical documents or information related to historical claims history.

3. How do we obtain and use your personal information?

We collect and process the personal data that you transmit to us and that we receive about you only for limited processing purposes and only with your consent, unless applicable laws and regulations permit us to collect and process such data without your consent.

In principle, we may collect and process your personal data without your consent if it is necessary for the performance of a contract, e.g. a Deposit Protection contract, to which you are a party, or for the implementation of pre-contractual measures, which are taken at your request, provided that they do not contain any special categories of personal data.

For contracts that contain special categories of personal data, we obtain your consent prior to their collection and processing.

We may process personal data from you that we have obtained from publicly available data sources or from third parties such as insurance brokers, business partners, other insurance companies, credit agencies, advertising networks, analysis companies, claims adjusters, experts, intermediaries, credit institutions and lawyers as part of the above processing purposes.

For those of the processing purposes mentioned above for which we do not require your consent for the processing of your personal data, we process your personal data in the context of product creation and claims processing in cases of doubt to safeguard our legitimate interest, to fulfil a legal obligation incumbent on us or to the necessary assertion, exercise or defence of legal claims or in actions of the courts in the context of their judicial activity.

If your personal data is processed in order to protect our legitimate interests or those of a third party, we first weigh up whether your interests or fundamental rights and freedoms, which require the protection of personal data, prevail, especially if the person concerned is a child.

We require your personal data if you wish to purchase one of our products or services. If you do not wish to provide us with your personal data, we may not be able to offer you the requested product or service.

Purpose of processing	Do we need your consent for this?
Do we need your consent for this? Initiation, fulfilment and administration of the deposit protection product (e.g. offer, underwriting, claims processing)	No. Your consent is only mandatory in the case of special categories of personal data. Nevertheless, we do not require your consent in the case of asserting, exercising or defending legal claims or in the case of actions of the courts within the framework of their judicial activity.
Monitoring outstanding payments	No.
We will keep you informed about new products and services that we think may be of interest to you. You can change this at any time by informing us briefly.	Yes.
Automated decisions on a case-by-case basis, to personalize your visits to our website and for other decisions regarding the creation of customized products for you based on computer technology.	No. Your consent is generally only required in the case of special categories of personal data.
Fraud prevention and control.	No. To fulfil our legal obligations (e.g. with regard to taxes or accounting).
As part of the conclusion of insurance contracts with insurers, reinsurers or co-insurers.	No.

4. Who has access to your personal data?

We undertake to process your personal data in such a way that this is appropriate in relation to the respective processing purpose.

Within the framework of the processing purposes mentioned above, your personal data may be passed on to the following third parties, who may also be responsible, if this is necessary ("need to know"):

- Authorities, insurers, co-insurers, reinsurance undertakings, insurance intermediaries, agents and brokers and credit institutions.

As part of the processing purposes mentioned above, your personal data may be passed on to the following third parties as contract processors, who are subject to our instructions, if this is necessary and necessary (“need to know”):

- Technical consultants, experts, lawyers, loss adjusters, doctors and other service providers who support our operational processes, e.g. in claims settlement or within IT, and
- Advertisers and advertising networks that send you marketing materials or content to the extent permitted by law and within your preferences. We will not transfer your personal data to third parties for their own marketing purposes without your express consent.

Ultimately, we may transfer your personal information in the following situations:

- in the event of any planned or actual restructuring, acquisition or sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, receivables or assets (including bankruptcy or similar proceedings); and
- For the fulfilment of legal obligations. This also includes complaints you make to the relevant regulatory authority or the Ombudsman, if applicable, in relation to any of our products or services.

5. From whom will your personal data be processed?

Your personal data may be processed within and outside the European Economic Area (EEA) by the legal entities mentioned in Section 4 based on contractual agreements on confidentiality and security and within the framework of the applicable data protection regulations. We do not pass on your personal data to unauthorised persons for processing.

If we have your personal data processed by another company outside the EEA, this is generally done on the basis of binding internal data protection regulations which guarantee an appropriate level of data protection and are legally binding.

6. What rights do you have as a data subject?

You have the following rights as a data subject with regard to your personal data:

- **Data Subject's Right to Information** - You have the right to request confirmation from us as to whether we are processing personal information about you and, if applicable, to request information regarding, for example, the purposes for which it was processed, the source of the data or the recipients or categories of recipients to whom the personal information has been or will be disclosed.
- **Revocation of consent** - You have the right to revoke your consent at any time. The revocation of your consent does not, however, affect the legality of the processing carried out on the basis of your consent until you revoke your consent.
- **Right of rectification** - You have the right to ask us immediately to rectify any inaccurate personal data concerning you.
- **Right to deletion ("right to be forgotten")** - You have the right to demand that we delete personal data concerning you immediately, and we are obliged to delete your personal data within the scope of the legal requirements, unless there are other legal objections.
- **Right to limitation of processing** - You have the right, under certain conditions, to require us to limit processing, for example, if you dispute the accuracy of your personal data, for a period of time that enables us to verify the accuracy of your personal data.
- **Right to data transfer** - You have the right to receive the personal data concerning you that you have provided to us in a structured, common and machine-readable format, and you have the right to transfer this data to another responsible person.
- You have the right to complain regarding the processing of your personal data against us directly or to the permissible supervisory authority.

You may exercise your rights by contacting us as set out in Clause 9 and providing us with your name, email address, insurance number and the purpose of your request for better processing and identification.

7. How can you object to the processing of your personal data?

You have the right to object to the processing of your personal data in accordance with the applicable legal provisions. As soon as you assert your right of objection against us, we may only process your personal data to the extent that this is still legally permissible, or we are legally obliged to do so.

You may exercise your right of objection in the same manner as described in Section 6.

8. How long do we store your personal data?

In principle, we store your personal data in accordance with our internal storage and deletion regulations for ten years from the date of expiry of a contract policy or the associated claim cover or the legally effective end of the contract or the legal invalidity of other documents or legal contexts as well as the final settlement of claims, unless statutory provisions stipulate a different storage period or allow us to do so.

In principle, we do not store your personal data for longer than is necessary in connection with the processing purpose.

9. Cookies

The Internet pages of Boataround use cookies. Cookies are text files which are stored on a computer system via an Internet browser.

Numerous Internet pages and servers use cookies. Many cookies contain a so-called cookie ID. Cookie ID is a unique identifier of the cookie. It consists of a string of characters through which Internet pages and servers can be assigned to the specific Internet browser in which the cookie was stored. This enables the visited Internet pages and servers to distinguish the individual browser of the person concerned from other Internet browsers that contain other cookies. A particular Internet browser can be recognised and identified by its unique cookie ID.

By using cookies, Boataround can provide users of this website with more user-friendly services that would not be possible without the setting of cookies.

By means of a cookie, the information and offers on our website can be optimised in the interests of the user. As already mentioned, cookies enable us to recognise the users of our website. The purpose of this recognition is to make it easier for users to use our website. For example, the user of a website that uses cookies does not have to re-enter their access data each time they visit the website because this is taken over by the website and the cookie is stored on the users' computer system. Another example is the cookie of an online computer. The online computer remembers a customer via a cookie.

The person concerned can prevent the setting of cookies by our website at any time by means of an appropriate setting of the Internet browser used and thus permanently object to the setting of cookies.

Furthermore, cookies that have already been set can be deleted at any time via an Internet browser or other software programs. This is possible in all common Internet browsers. If the person concerned deactivates the setting of cookies in the Internet browser used, not all functions of our website may be fully usable under certain circumstances.

10. Subscribe to our newsletter

On the website Boataround, users are given the opportunity to subscribe to the newsletter of our company. The personal data transmitted to the data controller when ordering the newsletter is determined by the input mask used for this purpose.

When registering for the newsletter, we also store the IP address assigned by the Internet Service Provider (ISP) to the computer system used by the person concerned at the time of registration as well as the date and time of registration. The collection of this data is necessary to be able to trace the (possible) misuse of the e-mail address of a data subject at a later point in time and therefore serves to legally safeguard the data controller.

The personal data collected in the course of registering for the newsletter will be used exclusively for sending our newsletter. Furthermore, subscribers to the newsletter could be informed by e-mail if this is necessary for the operation of the newsletter service or registration in this respect, as might be the case in the event of changes to the newsletter offering or changes to the technical conditions. The personal data collected as part of the newsletter service will not be passed on to third parties. The subscription to our newsletter can be cancelled by the person concerned at any time. The consent to the storage of personal data, which the person concerned has given us for the newsletter dispatch, can be revoked at any time. For the purpose of the revocation of the consent, an appropriate left is in each new type character. It is also possible at any time to unsubscribe from the newsletter to dispatch directly on the website of the data controller or to inform the data controller of this in any other way.

11. Payment method: Data protection regulations for Stripe as payment method

The data controller has integrated Stripe components into this website. Stripe is an online payment service provider. Stripe makes it possible to initiate online payments to third parties or to receive payments. Stripe also acts as a trustee and offers buyer protection services.

Stripe's European headquarters are located at Stripe Technology Europe, Limited, The One Building, 1 Lower Grand Canal Street, Dublin 2, Ireland.

If the person concerned selects "Stripe" as the payment option during the ordering process in our online shop, the data of the person concerned is automatically transferred to Stripe. By selecting this payment option, the person concerned consents to the transfer of personal data required for payment processing.

The person concerned has the possibility to revoke their consent to the handling of personal data at any time vis-à-vis Stripe. A revocation does not affect personal data that must be processed, used or transmitted for (contractual) payment processing.

The valid data protection regulations of Stripe can be found at <https://support.stripe.com/topics/privacy>.

12. SSL Encryption

This site uses SSL encryption for security reasons and to protect the transmission of confidential content. An encrypted connection can be recognised by the fact that the address line of the browser changes from "http://" to "https://" and by the lock symbol in your browser line. If SSL encryption is activated, the data cannot be read by third parties.

13. How can you contact us?

If you have a request or complaint regarding the processing of your personal data, you can contact us by post or e-mail as follows:

Boataround.com, a.s.

Radlinského 47, 811 07 Bratislava, Slovakia

Contact.: +44 330 818 0541; +353 1 903 8314

E-Mail: info@boataround.com

Web: www.boataround.com

Commercial Register: 50 173 448

VAT-ID: SK2120232862

14. How often are adjustments made to this declaration?

We periodically review this document for current changes and make adjustments as necessary. We will ensure that you are always able to access the most recent version on our website www.boataround.com.

This Privacy Policy was last updated on 21 July 2025.