

# INFORMATION NOTICE CONSTITUTING GENERAL TERMS AND CONDITIONS OF SALE



January 2025

No. ORD120846Z3Y0

#### Welcome!



You have taken out a group insurance policy with Solucia Service et Protection Juridiques with optional individual memberships through your insurance broker, Ouest Assurances Plaisance, whose registered office is located at 16 avenue Jean Jaurès 35400 Saint-Malo. LLC with share capital of €30,000 and registered under number 921 759 445 in the Saint-Malo Trade and Companies Register and registered with ORIAS under number 23 000 939 (www.orias.fr).

With Solucia Service et Protection Juridiques, hereinafter referred to as the "Insurer" - 111 avenue de France - CS 51519 - 75634 Paris Cedex 13, a public limited company with a management board and a supervisory board and with share capital of €9,600,000 - Registered in the Paris Trade and Companies Register under no. 481 997 708 - Company governed by the French Insurance Code and subject to the supervision of the ACPR, located at 4 place de Budapest CS 92459 - 75436 Paris Cedex 9.

At the time of the Boat Reservation, the Renter will be notified of the amount of the Security Deposit corresponding to the reservation.

The Renter may take out additional insurance to obtain, subject to conditions, reimbursement of the Security Deposit in case of a Loss.

The insurance may be taken out by the Renter from confirmation of the charter until the effective start date of the Charter Contract.



#### **DEFINITIONS**

- Insured / You / Renter: Pleasure boater, a natural or legal person, that is a renter of a
  pleasure boat, river boat or seagoing vessel and has taken out the Force 9 insurance
  policy
- Manager: SARL OUEST ASSURANCES PLAISANCE, a brokerage company with share capital of €30,000 and domiciled at 16 avenue Jean Jaurès 35400 Saint-Malo. Company registered with the Saint-Malo Trade and Companies Register under number 921 759 445 and registered with ORIAS under number 23000939 (www.orias.fr)
- Insurer / Us: Solucia Service et Protection Juridiques
   111 avenue de France CS 51519 75634 Paris Cedex 13, a public limited company with a management board and a supervisory board and with share capital of €9,600,000 Registered in the Paris Trade and Companies Register under no. 481 997 708 Company governed by the French Insurance Code and subject to the supervision of the ACPR, located at 4 place de Budapest CS 92459 75436 Paris Cedex 9
- Accident / Sea event: Confirmed accident resulting in property damage caused by:
  - o impacts with a fixed or mobile object outside the boat,
  - o a fire,
  - o an explosion affecting the boat, or
  - o a natural force of exceptional (greater than or equal to Force 6 on the Beaufort scale) and unpredictable intensity affecting the vessel.
- Charter Contract/Boat Reservation: Contract for the reservation of a boat entered into between the Charter Company and the Renter
- Security deposit/Guarantee: Financial guarantee payable by the Renter who consented
  to this effect when making the Boat Reservation. It is intended to compensate the Charter
  Company in the event of damage to the boat or in the event of a breach by the Renter of
  their contractual or legal obligations. The amount is set in the Charter Contract.
- Excess: Share of the Loss for which the Renter is responsible
- Charter Company/Owner: The natural or legal person making the boat available to the Renter and designated as such in the Charter Contract.
- Loss: Sea event causing the Charter Company to retain the Security Deposit.

- Regatta: A boat is considered in a regatta when it participates in a race, competition, regatta, cruise race, rally or any other gathering that includes a racing committee and/or ranking.
- Professional skipper: Professional sailor paid and holding the necessary credentials and certificates for the proposed navigation.



# PURPOSE OF COVER STANDARD cover

The purpose of this insurance is to guarantee that the Insured is reimbursed for the Security Deposit, as provided for in the Charter Contract, actually retained by the Charter Company only in case of a Sea Event occurring during the charter period, up to the cover limits defined below and subject to the conditions and exclusions stipulated below.

The Insurer will reimburse the amount of the Security Deposit actually collected and retained by the Charter Company for a recreational seagoing vessel or river boat for charter use and registered as such by the Flag State.

#### If you have purchased the REGATTA AND RACING CHARTER cover

The Insured will be reimbursed for the Security Deposit, as provided for in the Charter Contract, actually retained by the Charter Company only in case of a Sea Event occurring during the charter period, up to the cover limits, and less the excess applicable to the policy, defined below for the REGATTA AND RACING CHARTER cover and subject to the conditions and exclusions stipulated below.

#### Regardless of the cover:

If the Charter Company retains the Security Deposit for any reason other than a Sea Event, the cover will not apply.

In order for the cover to apply, the following conditions must be met:

- The Renter must hold the necessary licence according to the legislation of the flag State
- The Renter must comply with local navigation rules and the Charter Company's instructions;
- The Insured must carry out a joint inventory, if available, when taking possession of the boat and when returning it.



# AMOUNT OF COVER

The amount of the cover is defined based on the intended use of the rented boat (STANDARD or REGATTA AND RACING) and indicated in the special terms and conditions when the policy is taken out.

The reimbursement amount may never exceed the amount of the Security Deposit specified in the Charter Contract and is capped at the amount of the option chosen.

A residual Excess will be applied per Event depending on the option chosen, with the exception of charters with a professional Skipper.

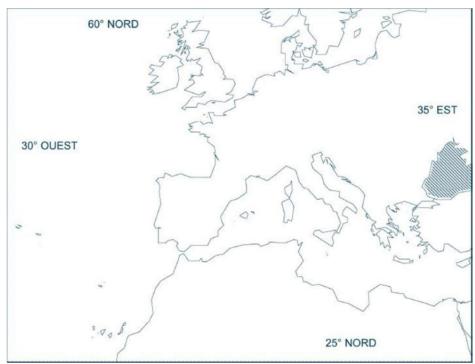
A specific Excess of €800 will be applied in the event of damage to the propeller or the base of the motor boat.

**Note**: In the case of a Regatta and Racing Charter, if responsibility is shared during a collision, the amount of compensation will be proportional to the percentage of responsibility decided by the racing committee.

| Cover Options                                       | Amount of<br>Security Deposit | Residual<br>excess | Specific excess<br>Propellers and bases<br>Motor boats |  |
|---|-------------------------------|--------------------|--|--|
| STANDARD CHARTER (EXCLUDING REGATTA AND RACING USE) |                               |                    |  |  |
| Option 1: Private recreational use Europe zone      | €4,000                        | €350               |  |  |
| Option 2: Private recreational use World zone       | €5,000                        | €500               |  |  |
| Option 3: Private recreational use World zone       | €6,000                        | €600               | €800   |  |
| Option 4: Private recreational use World zone       | €8,000                        | €800               |  |  |
| Option 5: Private recreational use World zone       | €10,000                       | €800               |  |  |
| REGATTA AND RACING CHARTER                          |                               |                    |  |  |
| Option 1: Private recreational use Europe zone      | €4,000                        | €700               | Not applicable   |  |
| Option 2: Private recreational use World zone       | €5,000                        | €1,000             |  |  |
| Option 3: Private recreational use World zone       | €6,000                        | €1,200             |  |  |
| Option 4: Private recreational use World zone       | €8,000                        | €1,600             |  |  |
| Option 5: Private recreational use World zone       | €10,000                       | €1,600             |  |  |

The cover under this policy applies in the Europe or world zone, as defined below, based on the cover option chosen:

- Europe zone is defined as the following geographical limits:
  - NORTH 60° latitude North
  - SOUTH 25° latitude North including the Canary Islands and Madeira
  - EST 35° longitude East without passage of the Bosphorus
  - WEST 30° longitude West including the Azores



 World zone means any navigation that exceeds the geographical limits defined above.

#### General exclusions

- A breakdown (mechanical incident); it being specified that the accidental consequences of a breakdown fall within the scope of cover
- Partial or total theft or hijacking of the boat,
- Loss of equipment not related to a Sea Event
- Damage to the boat's ancillary equipment when this is not related to a Sea
   Event,
- Damage to mechanical or electrical instruments when this is not related to a Sea Event,
- Consequential loss,
- Damage affecting the spinnakers or similar sails,
- Damage attributable to a wilful act, gross negligence, use in breach of the Charter Company's navigation rules or operating instructions,
- Failure of the motor or equipment used in normal navigation conditions or due to wear or disrepair,
- Harm caused to the passengers of the boat, to a third party or suffered by a responsible third party, as well as the costs inherent in a rescue or assistance operation,
- Management and administrative fees of any kind,
- Damage to masts, sails or rigging during a regatta,
- Damage resulting from navigation in an area closed to the public,
- Damage occurring when the person in charge of the boat did not have the licence required by the regulations of the flag State



#### IMPLEMENTATION OF COVER

Any Sea Event likely to trigger cover must be reported in writing to the Charter Company and to Ouest Assurances Plaisance at the following address: <a href="mailto:sinistre@ouest-assurances.fr">sinistre@ouest-assurances.fr</a> within not more than ten (10) days following the end of the charter period, failing which the right to do so will be forfeited.

#### The file must include:

- The ship's protest or written statement accurately describing the Sea Event: date, time, location, causes and circumstances and damage. The ship's manifest when available.
- The charter contract and the general terms and conditions thereof.
- The invoice for repairs in French or in English showing the amount actually retained in respect of the Loss and for which the Charter Company holds the Renter liable.
- Departure and return inventory of the rented boat.
- Photos of the damage
- The identity document of the Renter holding the Charter Contract and their licence (sea or river) when this is necessary to operate the rented boat.
- Weather records showing exceptional AND unforeseeable weather conditions (forecasts before the Sea Event AND actual conditions during the Event).
- For "racing and regatta" use, responsibility must be determined by the racing committee, and a report from the racing committee is therefore required.
- If Professional Skipper: employment agreement or mention of employment in the charter contract and the diplomas required to carry out the activity.

Payment will be made in euros within thirty (30) days of receipt of the complete file. Additional bank charges will be applied for transfers to foreign accounts located outside Europe.

Note: Any intentional concealment or false statement by the Insured in the risk report will render the policy null and void.

Any omission or misrepresentation by the Insured for which bad faith is not proved will be sanctioned if this is recorded prior to any loss: the Insurer has the right either to continue the policy in consideration of an increase in premium or to terminate the policy within 10 days by registered letter by reimbursing the excess amount of the premium received.

If this is recorded after the loss: the Insurer may reduce the compensation in proportion to the amount of the premium paid relative to the amount of the premium that would have been due if the risk had been fully and accurately reported.

#### Geographical scope

Your cover applies worldwide.

The insurance policy must be taken out in France.

#### Subrogation

The Insurer that has paid compensation is subrogated, up to the amount of such compensation, to the rights and remedies of the Insured against third parties who, by their actions, caused the damage that gave rise to the Insurer's cover (Article L. 121-12 of the French Insurance Code).

The Insurer will be released from its obligation to provide cover to the Insured insofar as such subrogation no longer applies to the Insured as a result of his/her actions. The Insurer 7 may bring a claim for reimbursement against the Insured.

The Insurer may expressly waive all recourse against the responsible third party.

Unless otherwise agreed, it retains the right to exercise its right of recourse against the insurer of the responsible party.

The Insurer has no right of recourse against the Insured's employees, descendants, ascendants or direct family members or any person ordinarily living in the Insured's household.

#### Overlapping insurance

If You are covered by several policies for the risk to which this policy applies, You must inform us by no later than when the Loss is reported. You then have the choice of insurer. In case of deception or fraud on your part, the penalties provided for in Article L. 121.3 of the French Insurance Code apply.

#### Complaints and mediation service

A complaint is a statement of a client's dissatisfaction with a professional. It may concern the policy, its distribution or the processing of a file.

If You have a complaint about how your claim file is handled by our departments, We invite You to contact:

By post: Ouest Assurances, 16 avenue Jean Jaurès, 35400 Saint-Malo Via the website: <a href="https://www.ouest-assurances-plaisance.fr/reclamation">https://www.ouest-assurances-plaisance.fr/reclamation</a>

By e-mail: contact@ouest-assurances.fr

In case of dissatisfaction with the response provided by your contact person, You may contact Us by email at <a href="mailto:reclamation@soluciaspj.fr">reclamation@soluciaspj.fr</a> or by post at Solucia Service et Protection Juridiques 111 avenue de France

CS 51519 - 75634 Paris Cedex 13

The relevant departments will acknowledge receipt of your complaint within 10 working days and review it in order to resolve your dissatisfaction. Every effort will be made to provide you with a response within 10 working days from the date on which your written complaint was sent; if this period is extended, You will be informed of the processing of your complaint within this same period, and the processing time of the complaint may not exceed two months from the date on which your written complaint was sent.

If You are not satisfied with the response provided regarding your complaint, You may contact the Insurance Ombudsman:

- Online: http://www.mediation-assurance.org
- By post to the following address:

La Médiation de l'Assurance LMA

TSA 50110

75441 Paris Cedex 09

A procedure for settlement of the Dispute between You and Us will then be set up free of charge in order to find an amicable solution.

The Ombudsman is an independent authority unaffiliated with the insurance company that reviews and gives an opinion on the settlement of disputes related to the insurance policy.

The matter may be referred to the Ombudsman after our company's own internal complaint handling procedures have run their full course or if we fail to respond within two months of the date on which a first written complaint was sent.

Pursuant to Article 2238 of the French Civil Code, recourse to mediation suspends the period of limitation for proceedings.

The suspension has the effect of temporarily stopping the running of the period of limitation, but does not cancel the period that has already elapsed (Article 2230 of the French Civil Code). The period of limitation will only resume, for a minimum of six months, from the date on which the mediation procedure is declared completed.

If this procedure fails, you naturally retain all your rights to take legal action. Any dispute relating to the application of this policy falls under the sole jurisdiction of the French courts.

#### Period of limitation

Any action arising from this policy is inadmissible at the end of a period of TWO (2) years from the event that gave rise to it, in accordance with the provisions of Articles L. 114-1 and L. 114-2 of the French Insurance Code, which provide as follows:

Article L. 114-1 "All actions arising from an insurance policy are time-barred two years as from the event giving rise thereto. However, said time limit will run:

- 1. In the event of concealment, omission, misrepresentation or misstatement of the risk incurred, only as from the date on which the insurer is aware thereof;
- 2. In the event of a loss, only as from the date on which the interested parties are aware thereof, if they can prove that they were unaware thereof until then.

When the insured's action against the insurer arises from a third-party claim, the period of limitation will run only from the date on which said third party brings legal action against the insured or was compensated by the latter.

The period of limitation is increased to 10 years for life insurance policies where the beneficiary is a person other than the policyholder and, for personal accident insurance policies, where the beneficiaries are the successors of the deceased insured.

For life insurance policies, notwithstanding the provisions of paragraph 2, actions brought by the beneficiary are time-barred no later than 30 years from the death of the insured."

Article L. 114-2 "The period of limitation is interrupted by one of the ordinary causes of interruption of the period of limitation and by the appointment of experts following a loss. Interruption of the period of limitation of the action may also result from the sending of a registered letter with acknowledgement of receipt by the insurer to the insured regarding an action for payment of the premium and by the insured to the insurer regarding the payment of compensation".

Article L. 114-3 "Notwithstanding Article 2254 of the French Civil Code, the parties to the insurance policy may not, even by mutual agreement, change the duration of the period of limitation or add to the causes of suspension or interruption thereof."

The ordinary causes of limitation provided for by the French Civil Code are:

- the debtor's acknowledgment of the time-barred party's entitlement (Article 2240 of the French Civil Code),
- legal proceedings (Articles 2241 to 2243 of the French Civil Code),
- a protective measure taken pursuant to the French Code of Civil Enforcement Proceedings or a writ of enforcement (Article 2244 of the French Civil Code),
- the questioning of one of the joint and several debtors by legal action or by a writ of enforcement or the debtor's acknowledgment of the time-barred party's entitlement (Article 2245 of the French Civil Code),
- the questioning of the principal debtor or their acknowledgment for cases of limitation applicable to guarantees (Article 2246).

#### **TERM OF THE POLICY**

#### Effect and term of the policy

This cover will take effect upon TAKING POSSESSION OF THE BOAT as defined in the Charter Contract and will end upon the RETURN OF THE BOAT as defined in the Charter Contract.

This policy is for a fixed term and will automatically end when the boat is returned without the possibility of renewal.

No termination is possible unless the charter is cancelled at the initiative of the Charter Company.

## Amount and terms of payment of the premium

The amount of the premium depends on the Charter price and the amount of the security deposit defined in the charter contract.

The amount of the premium is indicated in the special terms and conditions.

The amount of the premium will be paid in one instalment when the cover is purchased.

#### Personal data

# Purposes of data processing

Data is collected by Solucia Service et Protection Juridiques and Ouest Assurances, in their capacity as Data Controller, for the following purposes:

| Purpose of processing  | Legal basis   |  |
|--|---|--|
| Assessment and processing of your request                            | Performance of a policy to which You are a party or pre-contractual measures taken at Your request. |  |
| Underwriting   |   |  |
| Management, including commercial management                          |   |  |
| Performance of the policy taken out                                  |   |  |
| Handling of complaints, mediation and disputes                       | Compliance with a legal obligation to which the Data Controller is subject                          |  |
| Performance of our legal, regulatory and administrative obligations  |   |  |
| The fight against insurance fraud                                    |   |  |
| Compilation of sales statistics and preparation of technical studies | The legitimate interest of the data controller.   |  |
| Implementation of prospecting and loyalty campaigns                  |   |  |

When processing is not based on any of the above items, your special consent for processing will be requested.

#### Data recipients

This data is processed electronically by Solucia Service et Protection Juridiques and Ouest Assurances and by their staff responsible for processing such data. It may therefore only be transmitted for such purposes to reinsurers, insurance intermediaries related to your policy, delegated management agents, lawyers, experts, judicial assistants, ministerial officers, legal guardians, guardians, investigators and health professionals and authorised professional organisations, and to our service providers, TRACFIN for anti-money laundering and counterterrorist financing, the ombudsman consulted and the authorities legally authorised for handling of your complaints.

#### Recording of exchanges

To measure and improve our service quality, your correspondence, faxes, e-mails and telephone conversations with our company may be analysed and recorded and subject to data processing, for which your data may only be communicated to our relevant service providers and will be retained for six months for such purpose.

#### Data retention

Your data is retained in compliance with our legal and regulatory obligations.

#### Sensitive data

As part of the management of the policy and claims, Solucia Service et Protection Juridiques and Ouest Assurances may be required to process data regarding the health of individuals that is considered sensitive. This data is processed in accordance with medical privacy or professional secrecy rules through the implementation of technical and organisational security measures adapted to the sensitivity of such data. You will be asked to give your specific and explicit consent for the collection and processing of such personal data for these specific purposes

#### Data transfer

For the purposes stipulated in this document, your data is processed by us and by our service providers in the European Union. However, it may be transferred outside the European Union.

These transfers are governed by data protection and security rules such as the European Commission's Standard Contract Clauses or Binding Corporate Rules (BCR) which may be sent to You on request by our Data Protection Officer.

#### Personal rights

In accordance with the French Data Protection Act no. 78-17 of 6 January 1978 as amended by Act no. 2004-801 of 6 August 2004, Act no. 2018-493 of 20 June 2018 on the protection of personal data (LPD) and Regulation (EU) 2016/679 (General Data Protection Regulation) of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), You have a right of access, rectification, erasure (inaccurate, incomplete, ambiguous, outdated data or data whose processing would be unlawful), restriction of processing (in the cases provided for by law), objection on legitimate grounds, and deletion of your personal data. You have a right to portability of your data (in the cases provided for by law) as well as the right to provide guidance on the storage, erasure and disclosure of this data after your death. Finally, You may object to marketing at any time and free of charge.

To exercise these rights, You can send Us a letter or an email at:

Ouest Assurances, 16 avenue Jean Jaurès, 35400 Saint-Malo contact@ouest-assurances.fr

Or

SOLUCIA SERVICE ET PROTECTION JURIDIQUES - Data Protection Officer - 111 avenue de France - CS 51519 - 75634 Paris Cedex 13 dpo.solucia@soluciaspj.fr

You also have the right to register free of charge on the opt-out list for telemarketing managed by Worldline. For more information: www.bloctel.gouv.fr.

In addition, to meet its legal obligations, our company implements monitoring for the purpose of combating fraud, money laundering and terrorist financing and the application of financial sanctions. In accordance with the provisions of Article L. 561-45 of the French Monetary and Financial Code, data processed as part of the fight against money laundering and terrorist financing is retained for a period of five years.

However, if the request concerns the processing carried out for the purpose of identifying persons subject to an asset freezing measure or a financial sanction, in accordance with the French Data Protection Act no. 78-17 of 6 January 1978, as amended, You may exercise your right of access by sending a letter along with a copy of both sides of your identity document to our above-mentioned address.

You have the right to lodge a complaint with the CNIL on its website: www.cnil.fr or by sending a letter to Commission Nationale Informatique et Libertés - TSA 80715 - 3 Place de Fontenoy - 75334 Paris Cedex 07, if You believe that the processing of your personal data constitutes a breach of the regulations relating to the protection of personal data.

#### Anti-money laundering and counter-terrorist financing

Pursuant to the provisions of Article L. 561-9 of the French Monetary and Financial Code (CMF), as the products and services of Solucia Service et Protection Juridiques pose a low risk in accordance with anti-money laundering and counter-terrorist financing regulations, it is subject to simplified due diligence measures so long as there is no suspicion of money laundering or terrorist financing.

Solucia Service et Protection Juridiques has put in place a due diligence procedure aimed at collecting the information necessary to know its customers (Article L. 561-5 CMF), the nature of the contractual relations (Article L. 561-5-1 CMF) and, where applicable, the beneficial owners of the benefits. It complies with all legal and regulatory obligations relating to antimoney laundering and counter-terrorist financing.

It is therefore required to report to the competent authority any amounts recorded in its books or transactions involving amounts that it knows, suspects or has good reason to suspect originate from an offence punishable by a prison sentence of more than one (1) year or are linked to terrorist financing.

#### Fight against fraud

Solucia Service et Protection Juridiques has set up a system for detecting and combating insurance fraud.

Fraud is defined by the Agence de Lutte contre la Fraude à l'Assurance (Insurance Fraud Control Agency - ALFA) as a "wilful act or omission to derive an illegitimate benefit from an insurance policy".

Therefore, any attempted or proven fraud on the part of an insured will be sanctioned by the cover becoming null and void and will give rise to legal proceedings, as part of the recovery of any benefits unduly paid.

#### Waiver

In accordance with the provisions of Article L. 112-10 of the French Insurance Code, the Member has a right of waiver:

For a period of thirty (calendar) days from its conclusion, without costs or penalties. However, if the Member benefits from one or more insurance premiums that are offered, such that he/she does not have to pay a premium for one or more months at the start of the policy, this period runs only from the payment of all or part of the first premium.

Exercise of the right of waiver is subject to the following four conditions:

- The policy was taken out for non-professional purposes,
- the insurance policy is a supplement to a good or service sold by a supplier,
- the insurance policy that the Member wishes to waive has not been performed in full,
- no loss covered by this policy has been reported.

In this situation, the Member may exercise his/her right to waive this policy by letter or any other durable medium sent to the insurer of the policy. The insurer is required to reimburse the premium paid within 30 days of the waiver.

Furthermore, to avoid overlapping insurance, the Member is asked to check that he/she does not already have insurance covering one of the risks covered by the policy taken out.

#### Additional information:

The letter of waiver, a template of which is provided below in order to exercise this right, must be sent by letter or any other durable medium to:

Ouest Assurance Plaisance - 16 avenue Jean Jaurès - 35400 Saint-Malo

"I, the undersigned, M ....... residing at ............ hereby waive my policy No. ............ taken out with Solucia Service et Protection Juridiques, in accordance with Article L.112-10 of the French Insurance Code. I certify that I am not aware, on the date this letter is sent, of any loss involving cover under the policy."

#### Consequences of waiver:

We will reimburse the Member for all insurance premiums paid within a maximum period of thirty (30) full calendar days from receipt of the waiver request, provided that no claim has been submitted or is in the process of being submitted and that no event likely to give rise to a Loss has occurred

Exercise of the right of waiver will result in the cancellation of the policy as from the date of receipt of the letter or any other durable medium. When the Member is aware of a loss involving cover under the policy, the Member may no longer exercise this right of waiver. The full amount of the premium remains due to the insurance company if the Member exercises his/her right of waiver when a loss involving cover under the policy occurs during the 30-day waiver period.

11

If the Member does not meet the conditions of Article L. 112-10 of the French Insurance Code, he/she has, in accordance with Article L. 112-2-1 of the French Insurance Code, a waiver period of 14 calendar days from the conclusion of the policy, provided that the policy:

- Is for a period of more than one month
- Was taken out by a natural person for non-professional purposes
- Has not been performed in full by both parties at your express request.

# Financial loss insurance





Insurer: SOLUCIA Protection Juridique, a French public limited company (SA) with a supervisory board and a management board and with share capital of €9,600,000, registered in the Paris Trade and Companies Register under no. 481 997 708 and whose registered office is located at 111 avenue de France – CS 51519 - 75634 Paris Cedex 13 France and subject to the supervision of the ACPR - 4 place de Budapest – CS 92459 -75436 Paris Cedex 09.

#### PRODUCT: BOAT CHARTER SECURITY DEPOSIT INSURANCE - Force 9

This information document provides you with a summary of the main cover and exclusions of the product and does not take into account your specific needs and requests.

Full pre-contractual and contractual information on this product is provided in the insurance policy documents.

#### What type of insurance is this?

This insurance covers a portion of the security deposit retained at the time of a boat charter in the event of a loss.



### What is insured?

#### YOUR STANDARD COVER:

- In the context of a standard charter, reimbursement of the security deposit, actually retained and kept by the charter company, in case of a sea event occurring during the charter period resulting from:
  - Impacts with a fixed or mobile object outside the vessel.
  - Fire or explosion affecting the vessel,
  - Natural force of exceptional and unpredictable intensity (greater than or equal to force 6 on the Beaufort scale)

Up to a maximum limit defined in the special terms and conditions according to the option chosen.

- In the context of a Regatta and Racing charter, you receive reimbursement of the security deposit, actually retained and kept by the charter company, in case of a sea event occurring during the charter period resulting from:
  - Impacts with a fixed or mobile object outside the vessel
  - Fire or explosion affecting the vessel,
  - Natural force of exceptional and unpredictable intensity (greater than or equal to force 6 on the Beaufort scale)

Up to a maximum limit defined in the special terms and conditions according to the option chosen.

Cover preceded by a check mark is always provided for in the policy.



# What is not insured?

- Breakdowns that are not the result of a covered sea event
- \* Theft or hijacking of the boat
- Loss of equipment not related to a covered accident.
- Management and administrative fees of any kind.



# Are there any exclusions from

# cover?

#### MAIN EXCLUSIONS

- ! Damage to the boat's ancillary equipment not related to a covered accident.
- ! The Renter must have the mandatory sea or river licence if this is required by the regulations of the flag state Consequential loss.
- Damage to mechanical or electrical instruments not related to a covered accident.
- Damage affecting the spinnakers or similar sails
- Damage attributable to a wilful act, gross negligence, use in breach of the Charter Company's navigation rules or operating instructions,
- Failure of the motor or equipment used in normal navigation conditions or due to wear or disrepair,
- Harm caused to the passengers of the boat, to a third party or suffered by a responsible third party, as well as the costs inherent in a rescue or assistance operation,
- ! Damage resulting from navigation in an area closed to the public,
- Damage to masts, sails or rigging during a regatta,
- Damage occurring when the person in charge of the boat did not have the licence required by the regulations of the flag State.

#### MAIN RESTRICTIONS

- Application of a special excess of €800 in the event of damage caused to the propellers and bases of motor boats in the context of a standard charter.
- Application of an excess per event on the amount reimbursed by the insurer, the amount of which is defined according to the option chosen and detailed in the general terms and conditions.
- ! In the context of a Regatta, if responsibility is shared during a collision, the amount of compensation will be proportional to the percentage of responsibility decided by the racing committee.



# Where am I covered?



In the event of a covered accident, your cover applies worldwide



# What are my obligations?

Non-compliance with obligations may result in the nullity of the policy, non-cover or suspension of cover.

#### When the policy is taken out:

- Answer the insurer's questions accurately,
- Provide the requested documents and pay the amount of the premium indicated.

#### During the term of the policy:

- Report any change to the statements made when the policy was taken out.

#### In the event of a loss:

Report a dispute as soon as you are aware of it and provide the insurer with the documents necessary to investigate the
case.



# When and how to make payments?

The premium, additional charges and related tax are payable when the insurance policy is taken out.



# When does cover begin and end?

Your policy takes effect when you take possession of the boat as defined in the charter contract.

Your policy ends when the boat is returned as defined in the charter contract.



# How can I cancel the policy?

Your policy is concluded for a fixed term and may be cancelled only if the charter company cancels the charter.