



New application OUEST ASSURANCES PLAISANCE (iPlaisance): consult your contract, certificate, declare your claim (certified photos). Available on **Google Play AND App Store** or download the app at :

<https://www.ouest-assurances-plaisance.fr/telechargez-lapplication-mobile-iplaisance>

INSURANCE CLAIM AND DAMAGES HANDLING

Please find hereunder what to do in case of problem for each chosen cover

INSURANCE EXCESS REPURCHASE

If any covered event occurs, you must, under penalty forfeiture, record it in the logbook and confirmed on return of the vessel by a written declaration to the lessor and to OUEST ASSURANCES **within a maximum period of ten (10) days following the end of the rental period (after this period, no claim will be honored).**

You will find below the required documents for the claim file:

- The declaration and/or sea report, must accurately relate the event, perpetrator or the victim of incident, the date, time, exact place and the circumstances of the incident, its known or supposed causes and its consequences, as well as all elements of proof necessary for processing. The logbook when available.
- The charter contract and its general conditions.
- The invoice for the repairs left at your charge in French or English.
- The boat's insurance policy from the boat's insurer, or as a last resort a certificate, showing the contractual deductible amount of that policy.
- The detailed compensation from the main insurance company if the damage is higher than the deductible. Under penalty of forfeiture, claims in excess of the amount guaranteed by this contract must be declared to the insurer of the unit concerned.
- The departure and return inventory.
- Photos of the damage.
- The identity papers of the tenant holding the rental contract, his license (sea or river) when it is necessary for the conduct of the unit concerned.
- In use "race and regatta" the responsibility must necessarily be determined by the race committee; a report of the race committee is therefore required.
- Weather forecast report in case of exceptional and unpredictable weather conditions.

Compensation shall be paid within thirty (30) days from the date of agreement of the parties in euros. Additional fees are charged for transfer made to foreign accounts outside EU.

CAREFUL: In application of the Insurance Code, an omission or misrepresentation on the part of the insured whose bad faith has not been established does not render the insurance null and void, but the indemnity will be reduced in proportion to the rate of premiums paid in relation to the rate of premiums that would have been due if the risks had been fully and accurately declared.

LEGAL ASSISTANCE

You can call our legal experts anytime Monday to Friday, from 9:00 a.m. to 12:30 p.m. and from 2:00 p.m. to 6:00 p.m. +33(0)2.31.39.70.79

CANCELLATION (ALLIANZ TRAVEL n°303954)

You must declare the event within 5 days, except case of "Force Majeure", as follows:

- First, you inform the charterfleet,
- Then you fill in the form on our website <https://indemnisat.ianz-travel.fr/oss?locale=en>
QUEST-ASSURANCES contract number will be required: **303954**.

You can contact Allianz Travel from Monday to Friday from 9 am to 6 pm (Time zone metropolitan France):

- 00 33 (0)1 42 99 03 95 pour les francophones
- 00 33 (0)1 42 99 03 97 for the non-French speaking Insured

After the five-day period, if the insurer is prejudiced as a result of this late declaration, the insured person loses all right to compensation.

ASSISTANCE (ALLIANZ TRAVEL n°303954)

(this cover does not apply during regattas).

In case of urgent assistance needed, hereunder is the obligatory procedure: Please note that the cover will not be taken into account if you do not phone ALLIANZ TRAVEL first.

You, as the insured party, must call immediately ALLIANZ TRAVEL to the following number (24/7) 00 33 (0)1 42 99 02 02

Then be ready to answer the following questions:

- Give Ouest Assurances Plaisance contract number : **303954**
- Give your subscription number :
- Indicate who needs help
- Where? Why?
- Who is taking care of the injured person?
- Where, when and how can we contact you back?

Services which were not requested beforehand and which were not organized by the services of Allianz Travel, are not entitled to reimbursement nor compensation.

You, acting both for you and on behalf of all the persons registered on the present insurance cover, certify that you have read:

- the general conditions of **insurance excess repurchase FORCE 9**. *(If subscribed)*
- the general conditions of **insurance CFDP legal assistance**. *(If subscribed)*
- the general conditions of **insurance ALLIANZ TRAVEL 303954**. *(If subscribed)*

You declare that you accept them fully and that you have forwarded them to the other insured parties if appropriate.

You acknowledge that you have at your disposal, on a durable medium, the IPID sheets and the general conditions of which you will find a summary below. In case of disputes, summaries cannot replace the complete general condition available on our website or on request.

INSURANCE EXCESS REPURCHASE

*Note of information being worth General Condition of the contract excess repurchase FORCE 9**

Start and duration of insurance cover:

The cover must be subscribed and paid in euros before the charter starts. At this stage, the insurance takes effect when the boat is handed to the charterer and ends up at the end of the charter at the date agreed in the charter contract, for the authorized navigation zone. European cover means all navigation within the following geographical limits: 60° North latitude; 25° North latitude (including Canary Islands and Madeira); 35° East longitude (without passage of the Bosphorus); 30° West longitude (including Azores). And by Worldwide cover, the whole world including the European area. Each policy cannot cover more than one boat.

Insured risks:

The insurance excess repurchase covers minor damages to the boat resulting from a "sea event", while cruising as a reasonable person. The "sea event" defines itself as a damage resulting from external collisions of your boat with a fixed or moving body, or from fire or explosion, or unpredictable natural events, affecting the boat. This "sea event" must be mentioned in the logbook and confirmed by a written declaration given both to the charter owner at the boat check-out and to **OUEST ASSURANCES within 10 days (compulsory)**. No claims will be honored after this period.

Excluded risks:

Damages happening during races, regattas or competitions with just one person on board. Partial theft or theft of the whole boat, material loss, misappropriation. Damages to the sails, spinnakers. Damages to the engine, boat additional equipment (safety raft, dinghy and its engine) or to all mechanical or electric instrument when this is not linked to a "sea event". Defectiveness or decrepitude of the material and equipment. Use of the boat against the regulations. Damage made to another boat or being the cause of another boat liable for these damages. Damages resulting from salvage or assistance operation. Extra exclusions during regatta: mast, rigging, sails.

Cover amount:

The reimbursement is equal to the real damages, limited to the damage excess of the charter contract. In all cases, the total of reimbursement will not exceed €4,000, €5,000 or €6,000 (depending on the cover you subscribed) less a non-refundable residual excess applicable per claim:

- **European Cover up to €4,000- excess of €350.**
- **Worldwide cover up to €5,000- excess of €500.**
- **Worldwide cover up to €6,000- excess of €600.**
- **For race with classification and/or regatta use, cover up to €4,000: excess of €800 (Responsibility necessarily determined by the race committee).**

In any case **special excess for motor yacht, lower gear case and propeller of €800**

NEW: No deductible when chartering with a professional skipper (the professional skipper must have the necessary certificate up to date for the type of vessel and navigation)

*MMA IARD, Société anonyme au capital de 537 052 368 euros RCS Le Mans 440 048 882

MMA IARD Assurances Mutuelles, Société d'assurance mutuelle à cotisations fixes RCS Le Mans 775 652 126

Entreprises régies par le code des assurances. Sièges sociaux : 14 boulevard Marie et Alexandre Oyon 72030 Le Mans CEDEX 9

LEGAL ASSISTANCE

Extracts from the General Conditions of your legal assistance contract CFDP "Assistance Juridique Téléphonique n° 68FORCE9AJT3", available on our web site or by e-mail upon request*

Purpose of the contract:

The contract is governed by French Insurance Code and provides policyholders with legal assistance by telephone when they are faced with a dispute or a difference concerning a yacht charter or rental. The beneficiaries are the policyholder, or the person designated by the policy holder as beneficiary of the cover.

Dispute or difference of opinion are understood as any conflictual situation caused by a prejudicial event or a reprehensible act which leads you to assert a disputed right, to resist a claim or defend yourself in a court.

Subscription:

Any policyholder who takes out a RACHAT DE FRANCHISE FORCE 9 policy automatically benefits from the legal assistance policy/cover. The legal assistance policy takes effect and ends with the RACHAT DE FRANCHISE FORCE 9 policy.

Cover:

Qualified legal experts are available anytime Monday to Friday, from 9:00 a.m. to 12:30 p.m. and from 2:00 p.m. to 6:00 p.m., to listen and provide legal information and advice when beneficiaries are faced with a dispute or difference concerning a yacht charter/rental. The expert legal information thus provided shall by no means be a substitute to legal advice sought from legal professionals such as lawyers, notaries or other consultants and will not be confirmed in writing. No document will be sent, and advice will solely be given by telephone and according to French Law. When a request necessitates further research, a phone appointment will then be made to provide You a more comprehensive answer.

* CFDP Assurances - S.A. au Capital de €1 692 240
Immeuble l'Europe 62 Rue de Bonnel 69003 LYON IPID
RCS Lyon 958 506 156 B. Entreprise régie par le Code des Assurances

CANCELLATION COVER

Hereunder, extract of Allianz Travel general conditions n° 303954 which can be downloaded on our website and/or sent by mail on request*

Insurance Conditions:

The cancellation cover comes into effect, once OUEST ASSURANCES receives it with the payment **in euros**, and **only if this request is sent within 15 days after the booking has been done**. It ceases the day the concerned charter starts. Cancellation cover will not be proposed for last minute charters (less than one month).

This cancellation cover (**30 days of cruise maximum**) can be subscribed by any crewmember taking part to the yacht charter for the cost of his personal participation or by the skipper for the total charter fee. If it is not specified, the subscriber is the supposed insured party of the guarantee.

Family definition: a family means head of the family, his wife/her husband or common law wife/husband, his/her ascendants, his/her/their children, grandchildren, brothers/brothers in-law, sisters/sisters in-law.

The subscriber must be domiciled in one of the member states of the European Union, located in geographic Europe as well as the following territories and countries: United Kingdom, Guadeloupe, Guyana, Martinique, Mayotte, La Reunion, Saint-Barthelemy, Liechtenstein, Monaco and Andorra, San Marino, Switzerland, Vatican (Azores, Canary Islands and Madeira excluded).

Purpose of the cover:

It reimburses the named insureds the down payments (**less an excess of €30**) paid to the charter owner, up to the date of the charter cancellation when this cancellation results from one the following circumstances:

- Serious illness, pregnancy, accident.
- Death of the subscriber or named insured, or his wife/her husband or common law wife/husband, of his/her ascendants, or his/her/their children or grandchildren, sons/brothers-in-law or daughters/sisters-in-law.
- Serious property damages resulting from, burglary, water damage, fire, climatic event, damaging the insured party's business premises or home.
- Redundancy of the insured party or his wife/her husband or common law wife/husband, happening after the signing date of the insurance agreement.
- Professional relocation of the insured, happening between the charter reservation date and the charter starting.

Exclusions:

- **Cancellation due to a pre-existing illness or treatment at the date of signing.**
- **The consequences of suicide or attempted suicide.**
- **Damage resulting from the use of alcohol, drugs or medication.**
- **Epidemics, the local health situation, natural or human pollution and their consequences.**
- **Climatic, meteorological or natural events and natural disasters.**
- **Participation in duels or betting.**
- **Any intentional or fraudulent act.**

In all cases, **the company's liability is limited to €6,500 per insured family and €32,000 per event**. For charter fees higher than €6,500 per family, please consult us.

**Assuré par : AWP P&C -- SA au capital de €17 287 285,00, 519 490 080 RCS Bobigny,
siège social : 7 rue Dora Maar - 93400 Saint-Ouen.
Entreprise privée régie par le Code des assurances.*

WORLDWIDE ASSISTANCE COVER

Hereunder, extract of Allianz Travel general conditions n° 303954 which can be downloaded on our website and/or sent by mail on request*

Insurance conditions:

This assistance and repatriation with medical expenses, and cruise interruption, once subscribed and paid in euros to Ouest Assurances, comes into effect the first day of the charter cruise and ceases when the insured party finishes his cruise at the return of the boat.

Family definition: a family means head of the family, his wife/her husband or common law wife/husband, his/her ascendants, his/her/their children, grandchildren, brothers/brothers-in-law, sisters/sisters-in-law.

The subscriber must be domiciled in one of the member states of the European Union, located in geographic Europe as well as the following territories and countries: United Kingdom, Guadeloupe, Guyana, Martinique, Mayotte, La Reunion, Saint-Barthelemy, Liechtenstein, Monaco and Andorra, San Marino, Switzerland, Vatican (Azores, Canary Islands and Madeira excluded).

Purpose of the cover:

This cover (**30 days of cruise maximum**) helps implement all assistance justified by a medical problem happening to the insured party or all problem linked with serious damage such as:

- Transportation and repatriation with medical facilities.
- Urgent hospitalization expenses abroad.
- Reimbursement of medical expenses paid abroad by the insured party (less an excess of €30).
- Legal assistance abroad.
- Assistance for early return.
- Assistance in case of the death of the insured party.

The Insurer cover, **within the limits set out in the "Table of Cover"**, the payment of compensation in the event of interruption of the Insured's stay as a result of one of the following events:

- medical repatriation of the insured party.
- early return of the insured party following one of the guaranteed events guaranteed by the assistance cover.
- hospitalization of the insured party abroad.

Exclusions:

- **Salvage, assistance, customs or flight costs**
- **Suicide attempts.**
- **Damage resulting from the use of alcohol, drugs or medication.**
- **Epidemics, the local health situation, natural or human pollution and their consequences.**
- **Climatic, meteorological or natural events and natural disasters occurring abroad.**
- **No assistance in the event of a race or regatta.**

**Assuré par : AWP P&C -- SA au capital de €17 287 285,00, 519 490 080 RCS Bobigny,
siège social : 7 rue Dora Maar - 93400 Saint-Ouen.
Entreprise privée régie par le Code des assurances.*

LEGAL INFORMATIONS

OUEST ASSURANCES presentation: (Article L521-2 Code des Assurances) This contract is presented to you by the company OUEST ASSURANCES, Insurance Broker, registered with the ORIAS (Single Register of Insurance Intermediaries) under number 07 002 559 (www.orias.fr - 1 Rue Jules Lefebvre, 75009 Paris) and with the RCS Saint Malo under number B350 162 350. The registered office is located at 16 avenue Jean Jaurès 35400 SAINT - MALO. OUEST ASSURANCES is a limited liability company with a share capital of €15,000.

Supervisory authority: The supervisory authority is the "ACPR: Autorité de Contrôle Prudentiel et de Résolution", 4 Place de Budapest CS 92459 75436 Paris Cedex 09.

OUEST ASSURANCES does not hold any direct or indirect shareholding in an insurance company. No insurance company holds a direct or indirect interest in OUEST ASSURANCES.

Within the framework of its activity, OUEST ASSURANCES has taken out civil liability insurance and a financial guarantee with the company CGPA. OUEST ASSURANCES carries out its insurance brokerage activity in accordance with article L. 521-2, II, 1°, b) of the insurance code. For yachting contracts, its insurance partners are: ALBINGIA, ALLIANZ TRAVEL, CFDP, MMA.

Contracts are interpreted and subject to French law.

The broker's remuneration is based on a commission, i.e. remuneration included in the insurance premium (Article L521-2 II 2° b) as well as fees in the form of " Administrative charges " amounting to 20 euros (**Administrative charges are non-refundable**).

Customer service: In the event of a complaint, you can contact us by phone +33(0)2.99.82.53.34 or email contact@ouest-assurances.fr or by mail at our address Ouest assurances – Customer service - 16 avenue Jean Jaures - 35400 SAINT-MALO. *An acknowledgement of receipt will reach the Insured Party within ten (10) working days (excluding Sundays and public holidays) on receipt of the complaint. A reply will be provided to him at the latest within two (2) months following the date of receipt of his complaint, except in the event of special circumstances of which OUEST ASSURANCES would keep him informed.*

Mediation: If your complaint is unsuccessful, you can contact the Insurance Mediator by mail to "La Médiation de l'Assurance", Pôle CSCA, TSA 50110 75441 Paris CEDEX 09, or by e-mail: le.mediateur@mediation-assurance.org.

Personal data: The data relating to the Insured Persons constitutes personal data and is protected as such by the provisions of the French Data Protection Act n°78-17 of 6 January 1978 as amended and by the provisions of EU Regulation 2016/679 of 27 April 2016 relating to the protection of personal data and the free movement of such data,

You have the right to ask the controller for access to, correction or deletion of your personal data, or for a limitation of the processing relating to the data subject, or for the right to object to the processing and the right to portability of the data. For security reasons, all requests must be accompanied by proof of identity. In order to allow for an efficient processing of applications, persons exercising their above rights are requested to clearly indicate the right they wish to exercise as well as any element facilitating their identification (e.g. contract number).

You also have the right to lodge a complaint with a supervisory authority, with the "Commission Nationale de l'Informatique et des Libertés" (CNIL), 3 place Fontenoy - TSA 80715 - 75334 Paris Cedex 07.

(If you want to know more on our personal data policy please follow the link <https://www.ouest-assurances-plaisance.fr/en/mentions-legales>)

Right of renunciation: Multi-insurance: In accordance with the provisions of Article L112-10 of the Insurance Code, the Insured Party who, for non-professional purposes, takes out an insurance contract constituting a supplement to a good or service sold by an intermediary, if he can prove prior cover for one of the risks covered by the present contract, may renounce the said contract, without charge or penalty, until it has been fully executed or until the Insured Party has invoked no cover. Such waiver must be made within fourteen (14) calendar days of the conclusion of this contract.

Distance selling: In accordance with Article L112-2-1 of the Insurance Code, a right of renunciation applies to insurance policies concluded at a distance. **This right of renunciation does not apply to travel or luggage insurance contracts or similar short-term insurance policies with a duration of less than one (1) month.**

Declaration: Any reticence or intentional misrepresentation on the part of the Insured in the declaration of the risk is sanctioned by the nullity of the contract. The Insurer has the right either to maintain the contract in return for an increase of the premium, or to cancel the contract within ten days by registered letter, by refunding the part of the premium that has been overpaid. If the finding is made only after the loss: The Insurer may reduce the indemnity in proportion to the amount of the premium paid in relation to the amount of the premium that would have been due if the risk had been fully and accurately declared.

Prescription: "All actions deriving from a contract of insurance are prescribed by two years from the event giving rise to it". However, this period shall run: 1° In the event of concealment, omission, false or inaccurate declaration of the risk incurred, only from the day on which the insurer became aware of it; 2° In the event of a claim, only from the day on which the interested parties became aware of it, if they prove that they were unaware of it until then.