



PROTECTION  
JURIDIQUE



## Excess Waiver and Legal Protection Insurance Information document on the insurance product

Covéa Protection Juridique, *société anonyme* (Public limited company) - Le Mans Trade and Companies Register no. 442 935 227 - France

### FORCE 9 Excess Waiver LEGAL PROTECTION CG 26/2021

This information document provides a summary of the main heads of cover and exclusions, and does not reflect your specific needs and requests. You will find full information on this product in the pre-contractual and contractual documentation.

### What type of insurance is it?

The "FORCE 9 Excess Waiver and Legal Protection" insurance policy allows the insured to obtain advice, seek an out-of-court solution to resolve disputes and provides for certain procedural costs of the insured to be paid by the insurer in the event of a dispute between the insured and third parties.



#### What is insured?

##### Beneficiaries:

A natural or legal person renting a seagoing vessel or recreational inland vessel.

##### Services:

- ✓ **Excess waiver:** Reimbursement of the amount of the excess under the insurance policy against damage for a rented pleasure vessel depending on the plan chosen:
  - Private leisure use in Europe Amount of cover up to €4,000
  - Private leisure use worldwide Amount of cover up to €5,000
  - Private leisure use worldwide Amount of cover up to €6,000
  - Race and regatta use cover limited to €4,000
- ✓ **Legal protection:** assistance with the formalities of filing a complaint and with defending criminal proceedings before the competent courts in the event of a maritime crime  
Seeking out-of-court solutions  
Legal defence costs (payment of costs, expenses and fees)  
Monitoring and enforcement of the out-of-court agreement negotiated or the court judgment handed down  
**Costs are subject to an overall cap of €2,000 per dispute.**



#### What is not insured?

- ✗ Anything outside the Excess under the main policy for the leased vessel
- ✗ Third-party liability (damage caused to or suffered by a third party)
- ✗ Assistance and rescue costs
- ✗ Customs and tax matters
- ✗ Dispute between passengers
- ✗ Dispute between insureds
- ✗ Solo races and regattas



#### Are there any exclusions to the cover?

##### The main exclusions:

- ! Gross negligence,
- ! Court judgment requiring the payment of principal and interest,
- ! Criminal or civil fines and late payment penalties,
- ! Costs incurred at your sole initiative to obtain bailiffs' reports, non-judicial assessments, consultations, or any supporting documents as evidence necessary to prepare the file, unless justified by emergency,

##### The main restrictions

- ! An amount stated in the policy may remain payable by the insured (residual excess per claim)



## Where am I covered?

- ✓ **Europe zone** within the following geographical limits:
  - NORTH 60° latitude North
  - SOUTH 25° latitude North including the Canaries and Madeira
  - EAST 35° longitude East excluding Bosphorus passage
  - WEST 30° longitude West including the Azores
- ✓ **or Worldwide** for any sailing trip that goes beyond the geographical limits defined above.



## What are my obligations?

**You must do the following, failing which the policy shall be invalid or cover shall not be provided:**

- **At the time you sign up to the policy:** reply accurately and truthfully to all questions asked and provide the requested supporting documents.
- **During the term of the policy:** declare any new circumstances or changes to the information provided at the time you signed up to the policy.
- **At the time you sign up to the policy:** pay your premium.
- **In the event of a claim:** report it to us as soon as you become aware thereof, and no later than the deadline stated in the policy.



## When and how do I make payments?

The premium is paid at the time the policy is taken out.  
You may pay in any manner permitted by law, i.e. by cheque, bank transfer or bank card.



## When does cover start and when does it end?

The Excess Waiver and Legal Protection cover begins on the date the seagoing vessel or recreational inland vessel is provided and ends when it is returned.



## How can I terminate the policy?

As this is a time-limited policy, the insured may not terminate it.  
You may automatically terminate your contract if the rental contract is cancelled by the lessor.

# Telephone Legal Assistance

Insurance Product Information Document

Insurance company: **Cfdp Assurances**  
Company governed by the Insurance Code  
RCS Lyon 958 506 156 B



Product: **AJT "FORCE 9"**

**This backgrounder provides a summary of the key product warranties and exclusions. It does not take into account your specific needs and demands. Full information on this product can be found in the pre-contractual and contractual documentation.**

## What kind of insurance is this?

It is a legal protection insurance that intervenes in the event of a dispute or dispute between the insured and a third party.

It consists of the insurer providing legal information by telephone to:

- inform the insured of his rights,
- assist him in writing letters,
- provide concrete answers in the search for solutions to the dispute resolution.



### What is insured for?

✓ legal assistance via the telephone when they are faced with a dispute or a difference concerning a yacht charter or rental.



### What is not insured?

- ✗ Disputes that are not private or unrelated to the rental of the insured pleasure craft;
- ✗ Disputes not covered by French law.



### Are there any exclusions to the cover?

Main exclusions: none

Main restrictions: none



### Where am I covered?

- ✓ Worldwide, for matters under French law.



### What are my obligations?

Under penalty of nullity of the contract or non-guarantee:

- At the time of subscription, the insured must declare his situation accurately and sincerely.
- During the course of the contract, the insured must declare the changes in his situation.



### When and how to make payments?

On subscription of the contract

The contribution or part of the contribution must be paid within ten (10) days of its expiry.

Failing this, following formal notice, the contract may be suspended and then terminated.

# Telephone Legal Assistance

Insurance Product Information Document



Insurance company: **Cfdp Assurances**  
Company governed by the Insurance Code  
RCS Lyon 958 506 156 B

Product: **AJT "FORCE 9"**



## **When does the cover start? When does it end?**

Coverage begins on the effective date stated on the contract and ends on the expiry of the contract.



## **How do I cancel the contract?**

Termination may be requested in the cases and conditions provided for in the contract.



# TRAVEL INSURANCE

Insurance Product Information Document Company: AWP  
P&C - Entreprise d'assurance française Product: GARANTIE  
OUEST ASSURANCES - 602 803



This document provides a summary of the key warranties and exclusions in the contract. It does not take into account your specific needs and demands. Full information on this product can be found in the pre-contractual and contractual documentation.

## What kind of insurance is this?

The **OUEST ASSURANCES** insurance product is a temporary contract that allows anyone who has booked a cruise or a boat rental, and according to the underwritten formula, to benefit from insurance covers, as well as assistance services.



### What is insured for?

The covers shall be acquired in accordance with the subscribed formula.

#### Cancellation or Change of Trip

Refund of cancellation fees (Ceiling for cruises €3,000 per insured and €15,000 per event. Ceiling for boat rentals €40,000 per event)

#### Assistance to the insured

Repatriation assistance

Assistance for minor children

Accommodation costs of a family member (ceiling: 50 € per day for 10 days maximum or 500 € maximum)

Medical and hospitalization expenses, emergency paid on site (ceiling: €40,000 and €300 for urgent dental expenses)

Assistance in case of death: repatriation of bodies, expenses funeraries (ceiling: €2,300)

#### Trip Curtailement

Payment of an indemnity equal to the amount of accommodation benefits (number of nights) not used, excluding transport (Ceiling for cruises €3,000 per insured and €15,000 per event. Ceiling for boat rentals 40,000 € per event)

#### Missed transportation

Refund of the new transport ticket or the costs of modifying the initial transport (ceiling 500 € per insured person and 2 500 € per event)

#### Deferred Return

Reimbursement of additional costs in case of travel extension (ceiling 840 € on supporting documents or 280 € without supporting documents)  
Reimbursement of additional transport costs



### What is not insured?

- ✗ Persons residing outside Europe
- ✗ Trips of more than 2 consecutive months
- ✗ Rentals of more than 12 people



### Are there any exclusions to the cover?

#### Key exclusions:

- ! Damage resulting from intentional misconduct, suicide or attempted suicide of the insured
- ! Damage resulting from the consumption of alcohol and/or the absorption by the insured of drugs or narcotic substance mentioned in the Public Health Code, not prescribed medically
- ! Damage resulting from civil or foreign war, acts of terrorism, riots, popular movements, coups d'état, hostage taking or strike
- ! The consequences of pre-existing, diagnosed and/or treated illnesses or injuries, as well as of comfort surgery that has been hospitalized continuously, during the day or on an outpatient basis, in the 6 months preceding the request for assistance Voluntary termination of pregnancy, childbirth, in vitro fertilizations and their consequences
- ! Participation of the insured in any sport
- ! performed in official competition or in a professional capacity or under contract with remuneration, as well as preparatory training Unless otherwise stated in the covers, the
- ! consequences of the epidemic or pandemic
- The consequences of local health, pollution,
- ! weather, climate or natural disasters

#### Key Restrictions:

- ! A sum indicated in the contract may remain payable by the insured (deductible)



### Where am I covered?

- ✓ The cover apply worldwide, **excluding North Korea and countries not covered.**

The updated list of all Countries not covered is available on the Mondial Assistance website at the following address: <http://paysexclus.votreassistance.fr>



### What are my obligations?

#### **Under penalty of invalidity of the insurance contract or unsecured:**

- ✓ **On subscription of the contract**

Declare the risk to be insured in good faith to enable the insurer to assess the risks it assumes.

Pay the premium indicated when the contract is signed.

- ✓ **During the course of the contract**

Report any new circumstances that increase or create new risks.

- ✓ **In the event of a disaster**

Declare any claim likely to implement one of the covers under the conditions and deadlines laid down and attach any relevant document to the assessment of the claim.

Inform the insurer of any covers taken out for the same risks in whole or in part with other insurers, as well as of any reimbursement received in respect of a claim.



### When and how to make payments?

The premium must be paid on the day the policy is taken out.

Payment shall be made to the authorized body or intermediary by cheque, bank transfer or credit card.



### When does the cover start and when does it end?

The contract begins the day following the payment of the premium at 12:00, and ceases 24 hours after the end of the trip.



### How do I cancel the contract?

As this is a time-limited policy, the insured may not terminate it.