

OUEST ASSURANCES
16 avenue Jean Jaurès
35400 Saint-Malo - France
Tel : + 33(0)2 99 82 53 34

contact@ouest-assurances.fr

This contract is proposed by **OUEST ASSURANCES**. Please, read it carefully and send it back to us filled and signed with your payment. **Save time and subscribe on www.ouest-assurances.fr through our secure online payment.**

YOUR PERSONAL DETAILS:

Name and first name: _____ Phone: _____
Address: _____ Zip code and town: _____
Country: _____ Email: _____

YOUR YACHTCHARTER DETAILS:

Charter Company: _____ Charter booking date: _____
Booked from: _____ to: _____ Departure port and country: _____
Charter amount €: _____ Trademark and ship's type: _____

CHOSEN INSURANCE(S) AND RATES version 062021

CANCELATION, TRAVEL ASSISTANCE AND TRIP CURTAILMENT: *Please note that cancellation covers (option 1 and 2) must be taken out within 15 days of booking with the rental company. Rental for a maximum of 60 days throughout the world for a maximum amount of €40,000 and limited to 12 passengers.*

! NEW: NOW WITH COVID-19 COVER !

OPTION 1: CANCELLATION, TRAVEL ASSISTANCE AND TRIP CURTAILMENT

(Total or partial cancellation)

Amount:..... x 6% = _____

OPTION 2: CANCELLATION

(Partial cancellation only)

Amount:..... x 4.5% = _____

OPTION 3: TRAVEL ASSISTANCE AND TRIP CURTAILMENT

(Until the day before departure)

Amount:..... x 3% = _____

Price in €

CREW LIST

Please note: Unnamed persons will not be able to benefit from the covers

Passenger 1: Passenger 7:
Passenger 2: Passenger 8:
Passenger 3: Passenger 9:
Passenger 4: Passenger 10:
Passenger 5: Passenger 11:
Passenger 6: Passenger 12:

INSURANCE EXCESS REPURCHASE (can be subscribed up to the departure day)

Yachtcharter in Europe and Refund up to €4 000:

4% of the total charter fee with a minimum of €60 Amount:..... x 4% = _____

Yachtcharter worldwide and Refund up to €5,000:

5% of the total charter fee with a minimum of €80 Amount:..... x 5% = _____

Yachtcharter worldwide and Refund up to €6,000:

6% of the total charter fee with a minimum of €100 Amount:..... x 6% = _____

Yachtcharter for racing or regattas Refund up €4,000:

8% of the total charter fee with a minimum of €110 Amount:..... x 8% = _____

Legal assistance by phone compulsory with insurance excess repurchase

€5

CONTRACTUAL ADMINISTRATIVE CHARGES:.....

€20

TOTAL

ATTENTION: The chosen guarantee(s) will only be taken into account once the payment has arrived on OUEST ASSURANCES 's account, by credit card or bank transfer.

Payment by bank transfer: OUEST ASSURANCES 16 avenue Jean Jaurès - 35400 ST MALO IBAN: FR7614445202000875595295492 BIC: CEPAFRPP444	
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The subscriber acknowledges having read the covers's general terms and conditions in accordance with the options subscribed to: Insurance Excess Repurchase, ALLIANZ TRAVEL 602803 and AJT n°68FORCE9AJT. Available on our website or by simple request at contact@ouest-assurances.fr

Date and signature (read and approved):



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 (COVEA n° 8 592 352)

If any covered event occurs, you must, under penalty forfeiture, record it in the logbook (if available) 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 (CFDP n° 68FORCE9AJT)

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°602803)

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://indemnisation.allianz-travel.fr/oss?locale=en>
OUEST-ASSURANCES contract number will be required: **602803**.

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°602803)

(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 : **602803**
- 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 COVEA excess repurchase FORCE 9 N° 8 592 352**.
- the general conditions of **insurance CFDP legal assistance n° 68FORCE9AJT**.
- the general conditions of **insurance ALLIANZ TRAVEL 602803**.

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 N° 8 592 352**

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 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 of exceptional intensity, affecting the boat.

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 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 or the charterer recommendations. Damage made to another boat or being the cause of another boat liable for these damages. Damages resulting from salvage or assistance operation. Immaterial damages. Administrative fees or whatsoever. 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**

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

Termination :

As this is a temporary contract, no cancellation is possible at the initiative of the insured. However, it will be terminated by right in case of cancellation of the rental at the initiative of the Renter. If the case arises, the subscriber will have to send by e-mail to Ouest Assurances, before the departure date mentioned in the contract, the decision of the renter to cancel. No refund will be granted after the departure date mentioned in the contract.

**COVEA PROTECTION JURIDIQUE Société anonyme, au capital de 88 077 090,60 €
RCS Le Mans 442 935 227 33, rue de Sydney - 72045 Le Mans Cedex 2*

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.

Termination:

As this is a temporary contract, no cancellation is possible at the initiative of the insured. However, it will be terminated by right in case of cancellation of the rental at the initiative of the Renter. If the case arises, the subscriber will have to send by e-mail to Ouest Assurances, before the departure date mentioned in the contract, the decision of the renter to cancel. No refund will be granted after the departure date mentioned in the contract.

* 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° 602803 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 (**60 days of cruise maximum**) can be subscribed by any crewmember taking part to the yacht charter. The subscriber has 15 days from the charter booking date to complete the passenger list. After this period, passengers not named on the certificate will not be able to claim the benefit of the cover.

Insured persons must be domiciled in the European Union (including the following overseas territorial collectivities: Reunion, Martinique, Guadeloupe and Guyana), Switzerland and the United Kingdom.

Purpose of the cover:

The cover reimburses, according to the chosen option (Option 1: Total or partial cancellation. Option 2: Partial cancellation only) the named insured party of the down payments paid to the charter owner, up to the date of the charter cancellation, **according to the table of cover and excesses** and the scale of the charter owner. For partial cancellation the reimbursement is calculated in proportion to the number of passengers by the insured amount.

Cancellation or Amendment must take place after the insurance has been taken out, must be the result of one of the following covered events, which absolutely prevents the Departure of the Insured person:

- Serious illness, including illness related to pregnancy, or to an Epidemic/Pandemic, Bodily accident.
- Death of the insured (including related to an Epidemic/Pandemic), 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.
- Quarantine of the insured provided that it begins before the departure and ends during the dates of the Trip.

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.**
- **The local health situation, natural or human pollution and their consequences.**
- **Climatic, meteorological or natural events and natural disasters.**
- **Any intentional or fraudulent act.**
- **Unless otherwise stated in the cover, the consequences of Epidemics or Pandemics.**

In all cases, the insurer's commitment is limited to €40,000per charter and per event. For cabin cruise, it is limited to €3,000per passenger and €15,000per event.

Termination: As this is a temporary contract, no termination is possible at the initiative of the insured.

**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 AND TRIP CURTAILMENT

Hereunder, extract of Allianz Travel general conditions n° 602803 which can be downloaded on our website and/or sent by mail on request*

Insurance conditions:

The assistance and trip curtailment cover 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. This cover (**60 days of cruise maximum**) may be subscribed by any person taking part to the charter or the cruise.

Insured persons must be domiciled in the European Union (including the following overseas territorial collectivities: Reunion, Martinique, Guadeloupe and Guyana), Switzerland and the United Kingdom.

Purpose of the cover:

Assistance cover: Organises, within the limits set out in the "**Table of Cover**", all assistance justified by a medical problem happening to the insured party or all problem linked with serious damage such as: (including related to an Epidemic/Pandemic)

- Transportation and repatriation with medical facilities.
- Urgent hospitalization expenses abroad.
- Reimbursement of medical expenses paid abroad by the insured party.
- Legal assistance abroad.
- Assistance for early return.
- Deferred return and hotel expenses in case of quarantine.

Trip curtailment cover: reimburses 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: (including related to an Epidemic/Pandemic)

- 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.
- the Quarantine of the Insured, or an Insured Person accompanying him/her, occurring during his/her Trip.

Exclusions:

- **Boat assistance, customs or flight costs**
- **Suicide attempts.**
- **Damage resulting from the use of alcohol, drugs or medication.**
- **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.**
- **Unless otherwise stated in the cover, the consequences of Epidemics or Pandemics**
- **Any trip to a country whose health authorities have set up a quarantine for any person arriving on its territory on the day of departure of the Insured at the latest**

Termination: As this is a temporary contract, no termination is possible at the initiative of the insured.

**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 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, COVEA PJ.

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.