



APPENDIX 1: INFORMATION NOTICE



INFORMATION NOTICE QUEST ASSURANCE PLAISANCE LOCATION BATEAUX ASSISTANCE NO. 10461

**HOW TO CONTACT OUR ASSISTANCE DEPARTMENT
MUTUAIDE ASSISTANCE**

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX
7 days a week – 24 hours a day

- **by telephone from France: 01.55.98.58.91**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by telephone from abroad: 33.1.55.98.58.91 preceded by the local code for access to the international network**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by fax: 01.45.16.63.92**
- **by email: auto@mutualaid.fr**

So that we can assist you in the best possible conditions, remember to gather the following information before you place your call:

- Your policy number: 10461
- Your last name and first name,
- The name and registration of your boat
- The telephone number where we can reach you,
- The nature of your problem.

During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Assistance Department.

**HOW TO CONTACT OUR ASSISTANCE DEPARTMENT
MUTUAIDE ASSURANCE**

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX
Monday to Friday – 9 a.m. to 6 p.m.

- **by telephone from France: 01.45.16.65.09**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by telephone from abroad: 33.1.45.16.65.09 preceded by the local code for access to the international network**
(Non-premium rate call, cost depending on operator, call likely to be recorded)
- **by fax: 01.45.16.63.92**
- **by email: gestion-assurance@mutuaide.fr**

So that we can assist you in the best possible conditions, remember to gather the following information before you place your call:

- Your policy number
- Your last name and first name,
- The telephone number where we can reach you,
- The nature of your problem.



OUEST ASSURANCES PLAISANCE NAVIGATION OPTION POLICY NO. 10461

During the first call, you will be provided with an assistance case number. Always mention this case number in all subsequent relations with our Assistance Department.

YOUR BROKER: OUEST ASSURANCES PLAISANCE

16 Avenue Jean Jaurès 35400 SAINT MALO

SAINT MALO Trade and Companies Register SIREN 921 759 445

ORIAS No. 23000939 – www.orias.fr

Complaints and Mediation Department on its website <https://www.ouest-assurances-plaisance.fr/politique-de-confidentialite>

Email: contact@ouest-assurances.fr

Tel +33(0)2 99 82 53 34

TABLE OF COVER

PERSONAL ASSISTANCE	
ASSISTANCE COVER	UPPER LIMIT
➤ REPATRIATION OF THE INSURED - Organisation and payment for the return of the Insured to his/her Home or transport to a hospital (A) - Organisation and payment for the return of the Insured's Travel Companion(s) (A) ➤ REPATRIATION IN THE EVENT OF DEATH - Transport of body (B) ➤ VISIT OF A RELATIVE IN THE EVENT OF DEATH Payment of costs enabling a family member to travel alongside the Insured: - Return transport (C) - Accommodation costs on site until repatriation of the Insured or until discharge from hospital ➤ TEMPORARY ACCOMMODATION - Reimbursement of the Accommodation Expenses of the Insured and/or his/her Travel Companion(s), in the event of: Immobilisation on site Extension of stay pending repatriation (D) ➤ SEARCH COSTS - Search costs (E) ➤ BOAT SECURITY COSTS (F) ➤ REPLACEMENT SKIPPER (LH) ➤ RECOVERY OF THE BOAT (H)	(A) Actual costs (B) Actual costs (C) Actual costs (D) Maximum €75 per night per passenger with a maximum of €500 per event. (E) up to €30,000 (F) Maximum €400 for shipping costs without exceeding 10 days (G) Outbound transport (H) Outbound transport

* 1st class return train ticket or economy class air ticket



PERSONAL INSURANCE	
INSURANCE COVER	UPPER LIMIT
EXTENSION OF STAY (A) Deductible: more than 12 hours late compared to the initial Departure time (indicated on the insured transport ticket or on the notice sent by the carrier)	Reimbursement of additional costs incurred following the extension of the Trip, up to the following limits: WITH PROOF for these expenses €60 per day and per insured person for a maximum period of 14 consecutive days, i.e. a maximum of €840 OR WITHOUT PROOF for these expenses €20 per day and per insured person for a maximum period of 14 consecutive days, i.e. maximum €280 (A)
INTERRUPTION OF STAY (B)	Payment of an allowance equal to the amount of accommodation services (number of nights) not used, excluding transport, up to the following limits: For cruises: €5,000 per insured person and per Policy Period AND €20,000 per Insured Event for all persons insured under this policy, up to the total amount of the Cancellation costs For boat rentals €40,000 per Insured Event for all persons insured under this policy, up to the total amount of the Cancellation costs (B)



ARTICLE 1 – DEFINITIONS AND SCOPE

We, the Insurer

MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX. Public limited company (*société anonyme*) with share capital of €15,180,660 – Company governed by the French Insurance Code – Subject to the supervision of the Autorité de Contrôle Prudentiel de Résolution – 4 Place de Budapest, CS 92459, 75436 Paris Cedex 09 – Bobigny Trade and Companies Register no. 383 974 086 – VAT No. FR 31 383 974 086.

Insured Parties

The Insured, policyholder of a “OUEST ASSURANCES PLAISANCE” insurance policy signed with OUEST ASSURANCES PLAISANCE as well as persons transported free of charge or for consideration.

- **Travel Companion:** person who accompanies the Insured during the planned trip or cruise, and whose presence is essential for the trip
- **Designated Person;** any person not taking part in the Trip and appearing in the list below:
 - the spouse of the Insured, or his/her common-law spouse or civil union partner,
 - the ascendants or descendants of the Insured, in a direct line, as well as those of his/her spouse, common-law spouse or civil union partner,
 - the brothers, sisters, brothers-in-law, sisters-in-law, sons-in-law, fathers-in-law, mothers-in-law, legal guardian of the Insured, as well as the person placed under the supervision of the Insured,
- This status of Designated Person must be justified when the cover is implemented

Insured boat

The vessel or pleasure boat rented by the Insured as designated in his/her rental contract.

Covered events

- ✓ Illness, including related to pregnancy or an Epidemic/Pandemic,
- ✓ Bodily injury
- ✓ Hospitalisation
- ✓ Death (including related to an Epidemic/Pandemic)

Maximum per event

In the event that the cover applies to several insured parties who are victims of the same event and insured under the same special conditions, the insurer's cover is in any event limited to the maximum amount provided for under this cover regardless of the number of victims. As a result, compensation is reduced and paid in proportion to the number of victims.

We organise

We take the necessary steps to give you access to the service.

We take care of

We finance the service.

Invalidity

Any fraud, falsification, false statements or false testimony likely to invoke the cover provided for in the agreement shall nullify our commitments and result in forfeiture of the rights provided for in the said agreement.

Boat immobilising failure: means a failure making the propulsion or manoeuvrability of the boat impossible. This failure has the effect of immobilising the pleasure boat at the location of the breakdown and requires repair or



towing to a location to carry out the necessary repairs. Also included are propeller problems caused by a collision or impact during navigation.

Boat fuel failure: means any lack of fuel resulting in the boat being immobilised at sea.

Loss of boat keys: means the loss of any start-up or cabin key.

Home port: means the usual mooring location for the boat, evidenced by the rental or ownership of a mooring ring, pontoon, buoy, berth or dry winter storage space.

Shelter: means any place where a boat can either dock or anchor safely. A port is also considered a shelter.

Territoriality

Entire world. In maritime waters, inland waters, on all waterways, rivers, lakes, ponds, including water bodies.

ARTICLE 2 – DESCRIPTION OF THE ASSISTANCE COVER PROVIDED

REPATRIATION OR MEDICAL TRANSPORT:

You are sick or injured during a covered trip. We will organise and pay for your repatriation to your Domicile or to a hospital close to you.

Only medical requirements are taken into account when determining the date of repatriation, the choice of the means of transport or the place of hospitalisation.

The repatriation decision is taken by our medical advisor, after consulting the general practitioner and possibly the family physician.

During your repatriation, and on the recommendation of our medical advisor, we will organise and pay for the transport of a companion by your side.

Any refusal of the solution proposed by our medical team will result in the cancellation of the personal assistance cover.

REPATRIATION OF BODY

You die during a covered trip. We organise the repatriation of your body to the place of the funeral in your country of residence.

In this context, we take care of:

- ✓ The costs of transporting the body,
- ✓ Costs related to conservation care imposed by applicable legislation,
- ✓ Costs directly necessitated by the transport of the body (handling, special arrangements for transport, packaging) up to the amount indicated in the Table of Cover.

VISIT OF A RELATIVE IN THE EVENT OF DEATH

You are hospitalised on site by decision of our medical team, before your medical repatriation, for a period of more than five days. We organise and pay for the return transport by first class train or economy class air travel for a member of your family residing in the same country as you, as well as their accommodation expenses (room, breakfast) so that they can come to your bedside.

We will cover his/her accommodation up to the amount specified in the Table of Cover.

Costs of meals or other expenses shall in all cases be borne by this person.



This cover cannot be combined with the “Repatriation of accompanying persons” cover.

TEMPORARY ACCOMMODATION / HOTEL COSTS

If you are obliged to extend your stay for proven medical reasons, without hospitalisation and with the approval of the medical officer, we organise and pay the hotel costs (room and breakfast) as well as those of the beneficiary members of your family or an insured companion, up to the amount indicated in the Table of Cover.

SEARCH COSTS

We cover, up to the amount specified in the Table of Cover, the costs of search and rescue at sea or in the mountains following an event that puts your life at risk. Only costs invoiced by a duly authorised company for these activities may be reimbursed.

Under no circumstances can we replace the local emergency services.

SECURITY COSTS

Pending repairs to the insured boat, its repatriation or its legal abandonment if it is declared a wreck, we will pay the costs of guarding at the place of immobilisation up to the amount indicated in the Table of Cover.

REPLACEMENT SKIPPER

If you are ill or injured during a journey and you can no longer sail: if none of the passengers are likely to replace you, we will provide you with a skipper to bring the boat back to your place of residence by the most direct route.

We cover the travel expenses and the driver's salary.

The skipper is required to comply with labour legislation, and in particular must - in the current state of French regulations - observe a 45-minute stop after 4 hours 30 driving, the overall daily driving time not to exceed 9 hours.

Fuel costs, tolls, hotel and meals for any passengers remain at your expense.

RECOVERY OF THE BOAT

The boat is repaired

To allow you to pick it up, we provide you or reimburse you (or the person designated by you) a first class train ticket or economy class plane ticket.

Ancillary costs such as energy source (fuel, electricity, LPG, etc.), hotel, catering, tolls and parking for the return of the repaired boat remain at your expense.

ARTICLE 3 – BOAT ASSISTANCE EXCLUSIONS

The following are not covered:

- ◆ the consequences of incidents occurring during motor racing events, races or competitions subject to the authorisation of the public authorities, when the Insured participates in them as a competitor or during cruising races by crew or solo, in the case of a sailboat,



- ◆ the use of the boat for illegal activities or, more generally, in violation of international law,
- ◆ any request for intervention on the ship outside the geographical limits described in Article 2
- ◆ search, rescue and recovery costs of any kind are not covered,
- ◆ location of the ship beyond 6 nautical miles
- ◆ any safety issue related to the ship and its crew,
- ◆ repair work on the engine as part of maintenance operations, and all consequences relating to a clear maintenance fault
- ◆ requests for assistance relating to a *fire*, a boat about to sink,
- ◆ the consequences of the immobilisation of the boat due to weather conditions,
- ◆ repetitive failures caused by non-repair of the ship, after an initial intervention already taken care of.

ARTICLE 4 - GENERAL EXCLUSIONS

The following are not covered:

- ◆ Damage caused intentionally by the Insured and damage resulting from his/her participation in a crime, offence or brawl, except in the event of self-defence,
- ◆ The amount of the convictions and their consequences,
- ◆ The use of narcotics or drugs not medically prescribed,
- ◆ The state of inebriation,
- ◆ Participation as a competitor in a competitive sport or rally giving entitlement to a national or international ranking which is organised by a sports federation for which a licence is issued as well as training for these competitions,
- ◆ The practice, in a professional capacity, of any sport,
- ◆ Participation in endurance or speed competitions or events and their preparatory tests, on board any land, water or air locomotion vehicle,
- ◆ The consequences of non-compliance with recognised safety rules related to the practice of any recreational sports activity,
- ◆ Costs incurred after the return from the trip or expiry of the cover,
- ◆ Accidents resulting from your participation, even as an amateur in the following sports: motor sports (regardless of the motor vehicle used), aerial sports, high mountain mountaineering, bobsleigh, hunting dangerous animals, ice hockey, skeleton, combat sports, caving, snow sports with an international, national or regional classification,
- ◆ Voluntary non-compliance with the regulations of the visited country or the practice of activities not authorised by the local authorities,
- ◆ Official prohibitions, seizures or restrictions by law enforcement,
- ◆ The use by the Insured of air navigation devices,
- ◆ The use of munitions, explosives and firearms,
- ◆ Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,
- ◆ Suicide and attempted suicide,
- ◆ Pollution, natural disasters,
- ◆ Civil or foreign war, riots, strikes, popular movements, acts of terrorism, hostage-taking,
- ◆ The disintegration of atomic nuclei or any irradiation from a radioactive energy.

Under no circumstances may MUTUAIDE ASSISTANCE be held liable for breaches or setbacks in the performance of its obligations resulting from cases of force majeure, or events such as civil or foreign war, riots or popular uprisings, lockouts, strikes, attacks, acts of terrorism, piracy, storms and hurricanes, earthquakes, cyclones, volcanic eruptions or other disasters, disintegration of atomic nuclei, the explosion of



radioactive nuclear devices and nuclear effects, epidemics, the effects of pollution and natural disasters, the effects of radiation or any other unforeseeable or force majeure event, as well as their consequences.

ARTICLE 5 – DESCRIPTION OF INSURED INSURANCE COVER

TRIP EXTENSION

The Insurer shall reimburse accommodation and meal expenses resulting from a covered Event referred to in Article 2 of this cover, incurred by the Insured to temporarily cover the extension of the Trip, as well as those of insured family members or an insured person accompanying him/her.

Cover shall only apply in the event of a delay of more than twelve (12) hours from the initial departure time indicated on the insured transport ticket or on the notice sent by the carrier.

INTERRUPTION OF STAY

The Insurer shall cover, within the limits set out in the Table of Cover, the payment of compensation when the Insured has to interrupt his/her Trip following one of the following insured Events:

- Hospitalisation (including in the event of an Illness linked to an Epidemic/Pandemic) of the Insured on site, provided that MUTUAIDE Assistance has given its prior consent,
- Illness or Bodily Injury of the Insured, requiring his/her medical repatriation, organised by MUTUAIDE Assistance or by another assistance company,
- The death of the Insured,
- Illness (including illness related to an epidemic/pandemic) of the Designated Person requiring urgent hospitalisation,
- In order to attend the funeral of a Designated Person ,
- The Illness of a Travel Companion (including linked to an Epidemic/Pandemic), resulting in his/her hospitalisation on site or repatriation,
- The Quarantine of the Insured or the Travel Companion(s), occurring during his/her Trip,
- The death of a Travel Companion,
- The summons of the Insured for the adoption of a child, for the duration of his/her Trip, provided that he/she was not aware of the summons at the time of booking and that the date cannot be postponed,
- Serious Damage to the Insured's vehicle occurring during his/her Trip and resulting in:
 - the mandatory presence of the Insured at the place of damage as part of technical operations or administrative procedures or
 - the impossibility of using the vehicle to continue the Trip
- Serious Property Damage resulting from a fire, water damage, a climatic, meteorological or natural event, except Natural Disasters, or a burglary with Break-in, directly affecting the Insured's private real estate (primary or secondary residence), and requiring his/her presence on site to implement protective measures and/or carry out administrative procedures related to the damage,
- A Natural Disaster occurring at the location of the Insured's Trip.

Cover applies when:

- the event resulted in Property and/or Bodily Injury in the destination or destination city(s),
- the event was not known before the Insured's Departure.

ARTICLE 6 – OPERATING RULES FOR ASSISTANCE SERVICES

Upon receipt of the compensation request, MUTUAIDE ASSISTANCE, after verifying the rights of the claimant, shall organise and/or pay for the services provided for in this agreement.

The request must be made within 10 days of the return of the boat.



To benefit from a cover, MUTUAIDE ASSISTANCE may ask the Insured to provide evidence of the capacity that he/she invokes and to produce, at his/her own expense, the evidence and documents proving this right.

MUTUAIDE ASSISTANCE may not under any circumstances replace local emergency relief organisations and intervenes within the limits of the agreements given by the local authorities

The procedures that MUTUAIDE ASSISTANCE is required to perform are carried out in full compliance with national and international laws and regulations. They are therefore linked to the competent authorities' ability to obtain the necessary authorisations.

ARTICLE 7 – REIMBURSEMENT CONDITIONS

Reimbursements to the Insured may only be made by us on presentation of the original invoices paid corresponding to expenses incurred.

Requests for reimbursement should be sent to:

MUTUAIDE ASSISTANCE

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

ARTICLE 8 – EFFECTIVE DATE – TERM AND RENEWAL OF COVER

The cover shall take effect upon taking out the policy, subject to payment of the corresponding premium, for the entire duration of the rental of the boat.

The cover is valid from the time the boat is made available until the insured boat is returned.

In the event of a lease for a period of more than 1 month, In accordance with the provisions of Article L.112-10 of the French Insurance Code, the Insured Party who takes out for non-professional purposes an insurance policy constituting an addition to a good or service sold by an intermediary, if he/she can prove that he/she has a previous cover for one of the risks covered by this policy, may cancel said policy, without costs or penalties, until it has been fully performed or the Insured has not invoked any cover. This cancellation must take place within fourteen (14) calendar days of the conclusion of this agreement.

In the event of a remote subscription, and in accordance with Article L.112-2-1 of the French Insurance Code, the Insured shall have a period of 14 full calendar days from the date on which the policy was taken out to withdraw. As soon as he/she becomes aware of a loss involving the cover under the policy, the Insured may no longer exercise this right of cancellation. In the event of a waiver, the Insured may only be required to pay the portion of the premium corresponding to the period during which the risk arose, this period being calculated until the date of termination. The Insurer is required to reimburse the Insured for the balance no later than thirty days following the termination date.

To cancel the policy, a registered letter with acknowledgement of receipt must be sent to: XXXXXXXX according to the template below: "I, the undersigned, hereby expressly waive my subscription to cover X, No. made on I have noted that the cover under my policy will end from the date of sending this letter. Signed in, on....."

In the event of a rental for a period of less than 1 month, this right of cancellation does not apply.



ARTICLE 9 – TERMINATION

As this is a temporary policy, no termination of his/her subscription to this policy is possible at the initiative of the Insured.

No request for reimbursement will therefore be granted after the subscription date as set on the cover certificate. However, this subscription shall be automatically terminated in the event of cancellation of the rental at the initiative of the hirer. In this case, the Insured must immediately send OUEST ASSURANCES PLAISANCE by email to contact@ouest-assurances.fr the hirer's decision to cancel the rental.

ARTICLE 10 – PROCESSING OF COMPLAINTS

- 1) A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your assistance cover, you can contact MUTUAIDE by calling 01.55.98.58.91.

If your oral complaint is not satisfied, please write to us either by email to: qualite.assistance@mutuaide.fr or by post to:

MUTUAIDE

SERVICE QUALITE CLIENTS [CUSTOMER QUALITY DEPARTMENT]

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts..

- 2) A complaint is the oral or written expression of dissatisfaction with a professional. A request for a service or benefit, information or opinion is not a complaint.

For any complaint regarding your insurance cover, you can contact MUTUAIDE by calling 01.45.16.65.09

If your oral complaint is not satisfied, please write to us, either by email at: gestion-assurance@mutuaide.fr or by post to:

MUTUAIDE

SERVICE QUALITE CLIENTS [CUSTOMER QUALITY DEPARTMENT]

126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX

In the event of a written complaint, we will acknowledge receipt of the complaint within a maximum period of 10 working days from the date it is sent.

We must respond in writing no later than two months from the sending of this complaint.

If you are not satisfied with this response, or if no response has been provided to you at the end of these two months, you have the right to refer the matter to the Insurance Ombudsman on the website www.mediation-assurance.org or by post (Médiation de l'Assurance TSA 50110, 75441 Paris Cedex 09), without prejudice to the right to refer the matter to the courts..

ARTICLE 11 – DATA COLLECTION

Data relating to the Insured Parties constitute personal data and are protected in this respect by the provisions of the French Data Protection Act no. 78-17 of 6 January 1978 as amended and by the provisions of EU Regulation 2016/679 of 27 April 2016 on the protection of personal data and on the free movement of such data.

The Insured acknowledges that he/she has been informed that the Insurer processes his/her personal data in accordance with the regulations on the protection of personal data in force and that furthermore:

- the answers to the questions asked are mandatory and in the event of false declarations or omissions, the consequences for the Insured may be the nullity of the subscription to the policy (Article L.113-8 of the French Insurance Code) or reduced compensation (Article L.113-9 of the French Insurance Code),
- The processing of personal data is necessary for the subscription and performance of his/her policy and its cover, the management of commercial and contractual relations, or the execution of legal, regulatory or administrative provisions in force.
- The data collected and processed is retained for the period necessary for the performance of the policy or legal obligation. This data is then archived in accordance with the periods provided for by the provisions relating to limitation periods.
- The recipients of data concerning him/her are, within the limits of their remit, the Insurer's departments responsible for entering into, managing and performing the Insurance Policy and cover, and its delegates, agents, partners, subcontractors and reinsurers in the performance of their duties.

The data may also be transmitted, if necessary, to professional bodies as well as to all persons involved in the policy such as lawyers, experts, judicial officers and ministerial officers, curators, guardians and investigators.

Information concerning him/her may also be sent to the Policyholder, as well as to any persons authorised as Authorised Third Parties (courts, arbitrators, mediators, ministries concerned, supervisory and control authorities and any public bodies authorised to receive it, as well as to the departments in charge of control such as statutory auditors, controllers and departments in charge of internal control).

- In its capacity as a financial institution, the Insurer is subject to the legal obligations arising mainly from the French Monetary and Financial Code in terms of combating money laundering and terrorist financing and, in this respect, it implements a policy monitoring process that may lead to the drafting of a suspicious transaction report or an asset freezing measure.

Data and documents concerning the Insured are retained for a period of five (5) years from the termination of the policy or the termination of the relationship.

- His/her personal data may also be used in the context of processing to combat insurance fraud, which may lead, where applicable, to inclusion on a list of persons presenting a risk of fraud.

This registration may have the effect of lengthening the examination of his/her file, or even the reduction or refusal of a proposed right, benefit, contract or service.

In this context, personal data concerning him/her (or concerning the persons party to or concerned by the policy) may be processed by any authorised persons working within the entities of the Insurer Group in the context of the fight against fraud. This data may also be sent to the authorised staff of organisations directly concerned by fraud (other insurance organisations or intermediaries; judicial authorities, mediators, arbitrators, judicial officers, ministerial officers; third-party organisations authorised by a legal provision and, where applicable, victims of acts of fraud or their representatives).

In the event of a fraud alert, the data is retained for a maximum of six (6) months to support the alert and then is deleted, unless the alert proves to be relevant. In the event of a relevant alert, the data is retained for up to five (5) years from the closure of the fraud file, or until the end of the legal proceedings and the applicable limitation periods.

For persons registered on a list of suspected fraudsters, the data concerning them is deleted after the period of five years from the date of registration on this list.

- In its capacity as Insurer, it is entitled to process data relating to offences, convictions and security measures either at the time the policy is taken out, or during its performance or as part of the management of disputes.
- Personal data may also be used by the Insurer in connection with the processing it carries out, the purpose of which is research and development to improve the quality or relevance of its future insurance and/or assistance products and service offers.
- His/her personal data may be accessible to some of the Insurer's employees or service providers established in countries outside the European Union.
- The Insured has a right of access, rectification, deletion and opposition to the data processed, by providing proof of his/her identity. He/she also has the right to request to limit the use of his/her data when it is no longer necessary, or to retrieve in a structured format the data he/she has provided when the latter is necessary for the policy or when he/she has consented to the use of such data.

He/she has the right to define instructions regarding the fate of his/her personal data after his/her death. These general or specific directives concern the storage, erasure and communication of his/her data after his/her death.

These rights may be exercised with the Data Protection Officer of the Insurer:

- by email: to DRPO@MUTUAIDE.fr
- or
- by post: by writing to the following address: Data Protection Officer – MUTUAIDE ASSISTANCE – 126, rue de la Piazza - CS 20010 – 93196 Noisy le Grand CEDEX.

If he/she is not satisfied after submitting a request to the Data Protection Officer, he/she may refer the matter to the CNIL (Commission Nationale de l'informatique et des Libertés).

ARTICLE 12 – SUBROGATION

MUTUAIDE ASSISTANCE is subrogated to the extent of the compensation paid and the services provided by it in the rights and actions of the Insured, against any person responsible for the events which motivated its intervention. When the benefits provided in execution of the agreement are covered in whole or in part by another company or institution, MUTUAIDE ASSISTANCE is subrogated to the rights and actions of the Insured against this company or institution.

ARTICLE 13 – LIMITATION PERIOD

Pursuant to Article L.114-1 of the French Insurance Code, any action arising from this policy shall be time-barred two years from the event giving rise thereto. This period is extended to ten years for death cover, the actions of the Insured Parties being time-barred no later than thirty years from this event.

However, this period shall only run:

- in the event of any concealment, omission or false or inaccurate declaration regarding the risk incurred, from the date on which the Insurer becomes aware thereof;
- in the event of a claim, from the date on which the interested parties became aware of it, if they prove that they were unaware of it until then.

If the Insured's action against the Insurer is based on third party recourse, this limitation period shall only run from the day on which this third party brought legal action against the Insured or was compensated by the latter.

This limitation period may be interrupted, in accordance with Article L.114-2 of the French Insurance Code, by one of the following ordinary causes of interruption:

- recognition by the debtor of the right of the person against whom he/she was time barred (Article 2240 of the French Civil Code);
- a legal claim, even in summary proceedings, until the proceedings are terminated. The same applies when it is brought before a court without jurisdiction or when the act of referral to the court is annulled by the effect of a procedural defect (Articles 2241 and 2242 of the French Civil Code). The interruption is null and void if the claimant withdraws his/her claim or allows the proceedings to lapse, or if his/her claim is definitively rejected (Article 2243 of the French Civil Code);
- a protective measure taken pursuant to the French Civil Enforcement Procedures Code or an act of enforcement (Article 2244 of the French Civil Code).

It is recalled that:

A summons made to one of the joint and several debtors by a legal action or by an act of enforcement or the recognition by the debtor of the right of the person against whom he/she was time barred interrupts the limitation period against all the others, even against their heirs.

On the other hand, a summons made to one of the heirs of a joint and several debtor or the recognition of this heir does not interrupt the limitation period with regard to the other co-heirs, even in the event of a mortgage claim, if the obligation is divisible. This summons or recognition only interrupts the limitation period, with regard to the other co-debtors, for the share for which this heir is liable.

To interrupt the limitation period for all, with regard to the other co-debtors, the summons must be made to all the heirs of the deceased debtor or the recognition of all these heirs (Article 2245 of the French Civil Code).

A summons issued to the principal debtor or its recognition interrupts the limitation period against the guarantor (Article 2246 of the French Civil Code).

The limitation period may also be interrupted by:

- the appointment of an expert following a claim;
- the sending of a registered letter with acknowledgement of receipt (sent by the Insurer to the Insured with regard to the action for payment of the premium, and sent by the Insured to the Insurer with regard to the payment of the claim compensation).

ARTICLE 14 – SETTLEMENT OF DISPUTES

Any dispute arising between the Insurer and the Insured relating to the determination and payment of benefits shall be submitted by the first party to act, in the absence of an amicable resolution, to the competent court of the Insured's domicile in accordance with the provisions of Article R.114-1 of the French Insurance Code.

ARTICLE 15 – FALSE DECLARATIONS

When they change the nature of the risk or reduce our opinion of it:

- Any concealment or intentionally false declaration on your part shall result in the nullification of the policy. We shall retain all premiums paid, and we shall be entitled to demand payment of the premiums due, as provided for in Article L.113.8 of the French Insurance Code.
- Any omission or inaccurate declaration by you for which bad faith is not established shall result in the termination of the policy 10 days after the notification sent to you by registered letter and/or the application of the reduction in compensation under the French Insurance Code as provided for in Article L.113.9.



ARTICLE 16 – SUPERVISORY AUTHORITY

The authority responsible for supervising MUTUAIDE is the Autorité de Contrôle Prudentiel et de Résolution (ACPR) – 4, place de Budapest – CS 92 459 – 75 436 Paris Cedex 9.

Boat Insurance

Insurance Product Information Document

Company: Mutuaide Assistance, Approval No. 4021137 - Insurance company authorised in France and governed by the French Insurance Code

Mutuaide

Product: "OUEST ASSURANCE LOCATION BATEAUX ASSISTANCE"
insurance policy no. 10461

This document is a summary presentation of the main characteristics of the product. It does not take into account your specific needs and requests. Full information on this product can be found in the pre-contractual and contractual documentation.

What type of insurance is it?

The "OUEST ASSURANCE PLAISANCE ASSISTANCE" insurance policy is a boat insurance policy designed to cover the Insured in the event of immobilisation of the boat rented by them.



What is insured?

ASSISTANCE

- ✓ **REPATRIATION OF THE INSURED:** Actual costs.
- ✓ **REPATRIATION IN THE EVENT OF DEATH:** actual costs
Coverage of funeral expenses: Maximum €2,300
- ✓ **VISIT OF A RELATIVE IN THE EVENT OF DEATH**
- ✓ **TEMPORARY ACCOMMODATION:** €75/night until repatriation without exceeding €500
- ✓ **SEARCH COSTS:** €30,000
- ✓ **BOAT SECURITY COSTS:** max €400 without exceeding 10 days
- ✓ **REPLACEMENT SKIPPER:** Outbound transport
- ✓ **RECOVERY OF THE BOAT:** Outbound transport

INSURANCE

- ✓ **TRIP INTERRUPTION:** Unused services up to €5,000 per person and €40,000 per event
- ✓ **EXTENSION OF STAY:** WITH PROOF for these expenses €60 per day and per insured person for a maximum period of 14 consecutive days, i.e. a maximum of €840
OR
WITHOUT PROOF for these expenses €20 per day and per insured person for a maximum period of 14 consecutive days, i.e. a maximum of €280

Deductible:

more than 12 hours delayed compared with the original scheduled departure time (shown on the travel document or on the notice communicated by the carrier)



What is not insured?

- ✗ The consequences of incidents occurring during powerboat events, races or competitions subject to authorisation by the public authorities, when the beneficiary participates in them as a competitor, or, in the case of a sailing boat, during crewed or single-handed cruising races
- ✗ The use of the boat for illegal activities or, more generally, in violation of international law,
- ✗ Any request for intervention on the ship outside the geographical limits described in paragraph 7.4 and at the usual home port,
- ✗ Repair on engine as part of maintenance operations, and all consequences relating to a characterised maintenance fault



Are there any exclusions to the cover?

The main policy exclusions are:

- ! Damage resulting from intentional or fraudulent misconduct by the Insured in accordance with Article L.113-1 of the French Insurance Code,
- ! An intentional and/or reprehensible act by law, the consequences of alcohol conditions and the consumption of drugs, any narcotic substance mentioned in the French Public Health Code, medicines and treatments not prescribed by a doctor,
- ! The consequences and/or damage occurring in countries in a state of civil or foreign war, whether declared or not, countries affected by earthquakes, volcanic eruptions, tidal waves or other disasters,
- ! The consequences and/or losses resulting from breaches of French or foreign law,



Where am I covered?

The cover applies to all marine and inland waters, including all navigable waterways, rivers, lakes and ponds.



What are my obligations?

- When the policy is taken out

The Insured is required to pay the premium.

- If assistance is needed,

The Insured must contact the assistance platform and obtain its prior agreement before taking any initiative or incurring any expenditure.

In all cases, the Insured is required to provide the Insurer with all supporting documents and documents necessary for the implementation of the insurance cover and assistance services provided for in the policy.



When and how to make payments?

The premium is payable when the policy is taken out.



When does the cover begin and when does it end?

Start of cover

The cover takes effect on the date the rented boat is made available.

End of cover

The cover ends when the rented boat is returned.



How can I cancel the policy?

Termination by the Insured is not authorised. However, this subscription shall be automatically terminated in the event of cancellation of the rental at the initiative of the hirer. In this case, the Insured must immediately email OUEST ASSURANCES PLAISANCE to contact@ouest-assurances.fr the hirer's decision to cancel the rental.