

Introduction

Your policy contains the following three elements :

General Provisions

These show you how your policy works and define the extent of cover, as well as any exclusions.

The Policy Schedule

This specifies the limitations on our undertaking, i.e. the maximum amount of the indemnities that we can pay in the event of a claim, as well as deductibles.

Specific Provisions

These retrace the personal elements in your policy, your declarations and the coverage that has been issued to you (basic coverage or extensions of coverage referred to as clauses and/or appendices).

Your policy is governed by the Insurance Law Code and if necessary, by the Law of 3 January, 1967 and by the International Agreement of 19 November, 1976.

> Verification authority

The authority responsible for verification of the insurance company granting the coverage as set out in this policy is the :

Autorite de controle des assurances et des mutuelles (ACAM)
61, rue Taitbout
75436 Paris Cedex 09

Every effort has been made to provide a clear and faithful rendering of the French language document, of which this is a translation.

However, in the event that the English and French language versions of this document differ in any respect, the French language version shall be considered as the correct version.

Terms followed by an asterisk are defined in the glossary.



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Glossary

A

ACCESSORIES

Any equipment originally supplied with the insured craft* or not and used for navigation.

ACCIDENT

The accident is the result of a sudden action that originates from an external cause and causes to bodily injury or property damage.

B

BODILY INJURY

Any bodily impairment experienced by an individual.

C

CLAIM

Random event of a type to involve our coverage.

As far as third party liability coverage is concerned : Any damages or set of damages caused to third parties and engaging the liability of the insured party, that result from an event causing damages and that has given rise to one or more claims. The event causing damages is the one that constitutes the cause of the damage.

A set of events causing damages that have the same technical cause may be assimilated to a single event causing damages.

CLAIMANT/ENTITLED PARTY

Party who has acquired a right (by inheritance) from another party.

CONSEQUENTIAL LOSS

Any damage other than bodily or property that is consecutive to a covered property damage.

D

DEDUCTIBLE

Part of the indemnity remaining at your expense.

DISPUTE

The conflict situation that leads you to defend a right or to resist a claim with respect to a third party of proceedings of an administrative character or a criminal jurisdiction.

I

INSURANCE VALUE

The value of the insurance must correspond to the value in use of the insured craft* on the day when the policy is subscribed to.

INSURED CRAFT

Yachting craft, including the original equipment, the regulatory security equipment, the accessories* and extra equipment, the utility craft* and outboard motors, maritime clothing, if the insured party can prove their existence and the fact that they belong to the insured craft*. Outboard motors and onboard utility craft are only covered if they are designated in the Specific Provisions.

J

JEWELLERY

Jewels, precious stones and fine pearls, solid silver, gold or platinum objects.

M

MONEY

Mintage, bank notes, securities, coins and ingots in precious metals.

P

PROPERTY AND PERSONAL EFFECTS

Fishing, water skiing, diving, photographic, audiovisual, computing, mobile telephone equipment, town clothes, sports cloths, personal accessories such as glasses, watches etc. and in general, all equipment and objects that are not used in navigation or onboard life and that would not be originally installed on the insured craft*.

PROPERTY DAMAGES

Any deterioration, destruction, degradation, damage, breakage, theft of loss of an item.

S

SUBSCRIBER

The party who signs the policy and undertakes to pay the premiums.

T

THIRD PARTY

All parties not defined as insured parties.

TOTAL THEFT

Theft is defined by virtue of article L 311-1 of the Penal Law Code.

U

UTILITY CRAFT

Utility boat on board the insured craft*.

W

WATER SKIING

Board sports where the water skier(s) is(are) drawn by the insured craft* barefoot, on a monoski, on two skis, on a ski board, on an air bag, buoy or ski bus and excluding any other accessory or motor.



Recommendations

Indemnification of your property

For better indemnification, you should be aware that you must provide proof of the existence and of the value of the property claimed.

We recommend that you :

- maintain an up-to-date inventory including purchase amounts of equipment or objects found on board the insured craft* such as accessories*, utility craft*, outboard motors, maritime clothing, property and personal effects* etc. This list is not exhaustive.

- preserve all purchase or repair invoices carefully, or any other proofs of the existence and the value of on board equipment or property.

If you do not provide proof of the existence of claimed property, you will not be indemnified.

Other recommendations

Before leaving the insured craft* when you arrive in port or at the mooring area, make sure :

- you never leave administrative papers such as the circulation card or the registration as French craft ;

- you lock the insured craft* when there is a cabin on it ;
- you enable the protective and alarm devices, if the craft is equipped with such systems.

Insured parties

The parties insured by virtue of this policy are :

For the "Loss and damage, total theft", "Third Party Liability, Removal of wreck expenses", "Legal protection", "Partial theft", "Total or partial theft of the outboard motor", "Property and personal effects" coverage :

- You in your capacity as Subscriber* and/or owner of the insured craft*.
- Any party who has custody or management of the insured craft*,

with the authorisation of the above-mentioned persons.

Yachting professionals and their attendants in the performance of their function may never be considered as insured parties.

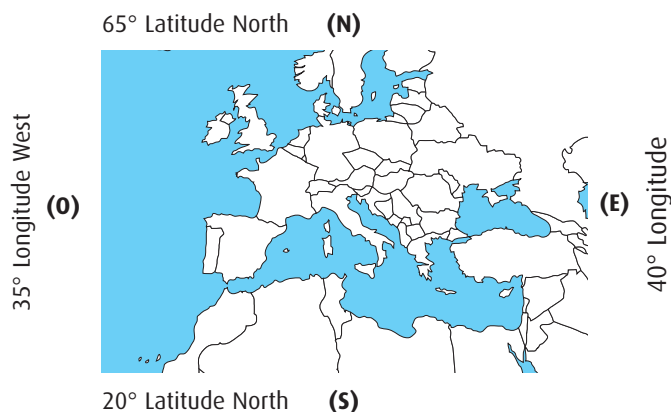
Whenever used in the policy, the term "you" designates the insured parties defined above, according to coverage.

Location of risk and geographical limits

The policy covers the insured craft* in navigation, in commission or lay-up on water or on land including in a work site, during land or rail transport, during normal maintenance, within the following geographical limits :

Within these limits, the travel categories and navigation zones taken into account are those set out in the regulations in force on the basis of the authorised category for the insured craft*.

in the north, latitude 65° north in the south, latitude 20° south
in the east, longitude 40° east in 35° west 65° Latitude North



Coverage that you can subscribe to

The types of coverage that you can subscribe to are listed below, each is developed further on the following pages :

Coverage A : Loss and damage, total theft.

Coverage B : Third party liability, removal of wreck expenses, legal protection.

Coverage C : Partial theft.

Coverage D : Total or partial theft of the outboard motor.

Coverage E : Property and personal effects*.

You are only insured for the coverage mentioned in the Specific Provisions.

Coverage

Coverage A - Loss and damage - total theft

> What we cover

1. The damages and losses experienced by the insured craft* after shipwreck, stranding, collision, fire, explosions, lightning, maritime and land accidents*, natural catastrophe.
2. The damages and losses experienced by the insured craft* after acts of vandalism and attempted theft.
3. The total theft* of the insured craft* including deterioration resulting from it.
4. Salvage costs and fees incurred by the insured craft*.
5. Fees for destruction of the wreck after a covered claim.

Damages to the moveable accessories and to maritime clothing are only covered if they are the consequence of total loss or of an accident* involving the insured craft*. When they are no longer on board, the accessories* of the insured craft* including the outboard motor are only covered for damages and losses arising from fire or explosion.

> What is excluded

1. Loss and damages from inherent defect or depreciation of the insured craft*.

Damages and loss caused by a hidden defect with the exception of repairs or replacement of the defective part are nonetheless covered.

2. Loss and damages due to the absence of repair or from an established maintenance defect.
3. Loss and damages occurring in the motor devices that would arise from their operation alone or from normal wear and tear.
4. Falling of outboard motors except where this results from an accident* occurring on the insured craft*.
5. Loss or damages occurring in property and personal effects*, art objects or collectibles, jewellery, rugs, paintings, money*, personal documents, food and drinks and any land vehicle.
6. The consequences of frost and in general sudden variations in atmospheric temperature.
7. Fees of experts acting on behalf of VERITAS or any other classification registry, reclassification after a claim*.
8. Loss of use, depreciation and indirect damages.
9. Repairs and replacements that would not be recognised as necessary by the experts to restore the insured craft* to a proper state of navigability.
10. Loss and damages that originate in a phenomenon of electrolysis whatever the cause is.

Coverage B – Third party liability - Removal of wreck expenses - Legal protection

I – THIRD PARTY LIABILITY - REMOVAL OF WRECK EXPENSES

> What we cover

1. The financial consequences of Third Party Liability that may rest on you :

- Bodily injuries*, property damage*, or consequential loss* caused to third parties* by the insured craft*.
- Bodily injuries* caused by the insured craft*:
 - to your spouse, your ascendants and descendants when you are liable for the claim*,
 - to the water skier(s) pulled by the insured craft*,

- to third parties* by this/these skier(s) and by the accessories necessary for the practise of water skiing* as long as they are connected to the insured craft*.
- Property damage* of pollution caused by the insured craft* only in the event that these damages are the consequence of an accident* covered by the present policy.

2. Fees for removal or destruction of the wreck for which you could be held liable by the State or by any other qualified authority after a shipwreck or stranding.



Coverage

Coverage B – Third party liability - Removal of wreck expenses - Legal protection

3. The financial consequences of the personal liability of the owner of the boat due to damages caused to the authorized user, other than the subscriber, the owner of the boat or their attendants and employees on duty, in the event of an accident resulting from a defect or maintenance defect of the boat.

> What is excluded

1. Damages experienced by :

- you ;
- your attendants and employees during their service ;
- the parties transported in return for payment.

2. The damages caused to :

- any objects transported on board the insured craft*;
- third parties* by the same objects or by the accessories* when these are neither on board nor attached to the insured craft* or its utility craft*;
- to third parties* by the insured craft* during land transit carried out by motorised vehicle subject to compulsory automobile insurance (article L 211-1 to L 211-8 of the Insurance Law Code).

3. The contractual responsibilities.

4. The remedies exercised by virtue of the legislation relating to work-related accidents or governing mariners.

> Limit of Liability

The limit of liability is understood to be the amount incurred per or each and every claim*, whatever the number of victims. They are indicated in the "Policy Schedule", all damages considered together including a limit for property damage* alone.

The main indemnity, as well as interests of any type, is incorporated in the amount of the coverage ceiling.

Nonetheless, in the event that the owner of the insured craft* may limit his/her liability in application of Law 3 January, 1967, of the International Agreement of 19 November, 1976 or of any other Law or applicable International agreement, the coverage will be limited both with respect to you and to third parties*, to the amount of the limitation provided by the Law or the invoked Agreement.

> Extent of coverage over time

The coverage that is triggered by the event causing damages covers the insured party against the pecuniary or financial consequences of the claims* if the event causing damages occurs between the inception date of the coverage and its termination or expiry date, whatever the date of the other elements that comprise the claim*.

> Contesting and limitation of liability

The owner of the boat undertakes to invoke the exemptions or the limitation of liability provided by the Law or the International Agreement that applies to the claim* in any event where it is able to take advantage of this.

In the event that he does not invoke contesting or limitation of liability, the amount of the coverage that rests on us both with respect to

you and to third parties* will not exceed the coverage that would have been at our expense if the aforementioned contesting or limitations had been invoked.

II - LEGAL PROTECTION

Management of the claims is carried out by the Europeenne de Protection Juridique - 7 boulevard Haussmann - 75442 Paris Cedex 09.

> What we cover

EPJ Service Conseil

We provide you by phone with our opinion in principle on any question relating to the legal or administrative aspects linked to yachting.

EPJ Service Conseil is at your disposal to provide you information from 9:00 a.m. to 6:00 p.m. Monday to Friday except for public holidays. Telephone : 0810 185 185.

We will attempt to answer your request promptly. Nonetheless, the response may not be immediate when documentary research is necessary with respect to your question.

We therefore undertake to call you back as soon as possible.

EPJ Assistance Juridique

When you are confronted with a claim, we undertake :

- to advise you after examination of the file in question, on the extent or the consequences of the matter with respect to your rights and obligations,
- provide you with our assistance on an amicable basis every time this is possible with a view to reaching the situation that best conforms to your interests,
- in the event of need, to assume under the conditions below, the expenses required for performance or defence of your rights amicably or before the competent jurisdictions.

We guarantee you Legal Protection in the framework of any dispute that implicates you boat or is linked to your capacity as a yachtsman in the areas defined below to the exclusion of any other :

Protection against navigation-related accidents

In the event of a dispute after the occurrence of a navigation accident, we assume defence of your interests :

- in the framework of any remedy aiming to monetarily repair your prejudice if you are a victim of property or bodily damages that involve the liability of a third party.

Infraction against the rules of navigation

We guarantee the representation of your rights by a lawyer before any repressive jurisdiction if you face proceedings as the author or co-author of an infraction observed during use of a yachting craft.

Yachting dispute protection

We assume the costs of the defence of your interests whether on an amicable basis or before the courts, when you are confronted with a dispute with a co-policy holder concerning your yachting craft :

- if you are a victim of a prejudice after the purchase, maintenance or repair of the yacht,
- if you have to face a claim after the sale of the pleasure craft,
- in the event of a dispute with a financial organisation.

Coverage

Coverage B – Third party liability - Removal of wreck expenses - Legal protection (continued)

In the event of the sale of the insured craft, our coverage is limited to 6 months from the date of the sale for disputes that could oppose the purchaser and you.

Industrial dispute protection

We intervene to provide your defence when an individual work conflict apposes you and one of your employees concerning the conclusion, performance or breach of his/her work contract.

> Exclusions and conditions of coverage

Exclusions

Coverage does not apply to :

- **disputes that are not related to the items strictly defined above ;**
- **procedures and claims resulting from an intentional, deceitful or fraudulent act if this act can be attributed to you personally,**
- **contestations resulting from contraventions sanctioned by a set fine,**
- **disputes resulting from the state of over indebtedness or insolvability in which you might find yourself as well as procedures relating to arranging payment periods,**
- **any action directed against you by virtue of bodily injury experienced by another party that results from violation of the rules of navigation.**
- **claims after non payment of any harbour tariff, tax or toll,**
- **disputes with the Customs Service and any infraction relating to the transport of dangerous products or subject to a special authorisation from the maritime authorities,**
- **collective work conflicts (strikes, lock-outs) ;**
- **disputes arising from guaranteeing or holding shares in civil or commercial companies.**

Conditions of coverage

To trigger the coverage, the following conditions must be met :

- the date of occurrence of the "triggering event" must take place between inception and expiry date of the cover ;
- the date of the claim lies between the inception of coverage and its expiry date,
- your prejudice must be at least 450 Euros in principle for performance of a recovery.

> Financial coverage

Expenses covered

In the event of a claim, we will cover the following legal assistance expenses :

- fees to constitute a procedural file such as survey fees or fees for a bailiff's report incurred with **our prior and formal consent,**
- fees for an expert or a specialist who we have designated or who you may designate with **our prior and formal consent,**
- **taxable fees** from any legal professional (bailiff, expert, lawyer, solicitor) whose intervention proves to be necessary in the framework of the procedure,
non-taxable lawyer's fees as set out below.

Expenses not covered

Coverage is not available for sums of any type that you should ultimately pay or reimburse to the opposite party and in particular :

- **the principal, the fees and interests, the damages and interests, the obligations, criminal, fiscal or civil fines and fines assimilated to these,**
- **expenses in the sense of the provisions of articles 695 and following in the New Code of Civil Procedure, as well as the condemnations by virtue of article 700 of the same Code, of article 475.1 of the Code of Criminal Procedure and of article L 761-1 of the Administrative Justice Code,**
- **as well as in general, any fee or remuneration, the amount of which would only be set on the basis of the result obtained.**

> Choice of lawyer

If, in the framework of processing your claim, it is necessary to appoint a lawyer, you will determine the amount of the fees in agreement with him/her.

In the event of a claim (as in the possibility of a conflict of interest arising between us on the occurrence of the aforementioned claim), you have the freedom of choose the lawyer whose intervention proves necessary to find a compromise, to help you or to represent you in justice. This free choice option is exercised for your benefit according to the following alternative :

If you call to your lawyer, you pay him his fees directly. You may ask us to reimburse the aforementioned fees within the limit of the insurance limits set out "in the Table of coverage amounts". Indemnifications are then made within a period of 4 weeks from the time the supporting documents for your request are received at our head-office. Upon request from you, we can send the payment of these sums directly to your Lawyer within the same contractual limits.

Warning : you must :

1. obtain our express consent before regularising any transaction with the opposite party,
2. attach the paid fee invoices accompanied by the complete copy of all elements of procedure and decisions handed down or of the transaction statement signed by the parties.

If not, we would be free of any payment obligation.

If you request the assistance of our usual corresponding Lawyer (designated by us after a written notice from you), we settle his/her fees directly **within the limit of the insurance ceilings** as set out in the "Table of Limit of Liability".

> Legal Action

In the event of a legal procedure, the control of the trial belongs to the insured party assisted by his lawyer.

The insured party may not divest the lawyer he/she has freely chosen, without obtaining the prior consent of the Company.

> How coverage operates

Reporting the claim

To allow us to intervene effectively, you must report your claim to us as soon as possible.



In a recovery, you have the obligation of declaring the claim before a legal procedure is implemented, if not the coverage may be denied.

You may make your declaration in writing either to Generali : 7 boulevard Haussmann - 75442 Paris Cedex 09, or to your Insurance Broker whose references are specified in the specific provisions of the present policy.

Implementation of coverage

When the file is received, we report our position to you, being understood that we may ask you to provide us with all elements relating to the dispute as well as any complementary information that you may have, without restriction or reserve.

In accordance with the provisions of Article L 127.7 of the Insurance Law Code, we are bound in this matter to an obligation of Professional Secret.

According to the size of the file and the difficulties encountered, we will give you our opinion on the opportunity of compromising or involving legal proceedings on request or in defence.

Cases of disagreement on this subject are governed according to the details set out in the article "conflicts of interest and arbitration" below.

Accumulation of coverage

If you are covered by several policies for the risk that constitutes the purpose of the present policy, you must inform us of them at the latest when the claim is declared.

It is understood that you may contact the insurer of your choice to take charge of the claim.

The coverage from policies taken out without fraud produces effects within the defined contractual limits. If there has been deception or fraud on your part, the sanctions available by article L 121.3 of the Insurance Law code may apply.

Implementation of decisions of justice and subrogation

In the framework of our coverage, we assume the responsibility of the execution procedure of the decision made by the court in your favour.

When the opposite party is condemned to pay the expenses of the proceedings or when you obtain an indemnity from the court in application of the provisions of article 700 of the New Code of Civil Procedure, of article 475.1 or 800.2 of the Criminal Procedure Law Code or of article L 761.1 of the Administrative Justice Law Code, we are substituted in your rights for these indemnities not exceeding the sums set out by virtue of our coverage.

Forfeiture of coverage

You may forfeit your right to coverage if you make inaccurate declarations in bad faith concerning facts or events that constitute the claim, or more generally, concerning any element that could help solve the dispute.

Conflict of interest and arbitration

In accordance with the provisions of article L 127-4 of the Insurance Law Code, and within the limit of the reimbursement ceiling that appears in the "Table of coverage amounts", you have the possibility of choosing a lawyer or a qualified party to assist you in the event of a manifest conflict of interest between us on the occasion of the implementation of coverage. On the other hand, cases of disagreement on the measures to take to settle the dispute* are always solved by recourse to arbitration according to the following rules :

- **you may submit the point of divergence to arbitration by a conciliator designated jointly or if not, designated by the presiding judge of the high court of the place of your residence adjudicating in summary proceedings ;**
- **the fees set out to implement this option are at our expense except where the presiding judge of the high court decides otherwise on the basis of the abusive character of your request ;**
- **if you undertake a procedure despite the unfavourable notice of the conciliator at your expense and obtain a more favourable solution, we will indemnify you for the fees set out for this action within the limits of coverage.**

In accordance with article L 322.2-3 of the Insurance Law Code, article 5 of law No. 89-1014 of 31 December 1989 on Legal Protection insurance applies to the present chapter. By virtue of this, we delegate management of the claims* to the specialised departments of :

**l'Europeenne de Protection Juridique
7 boulevard Haussmann
75442 Paris Cedex 09**

> Arbitration

In accordance with the provisions of article L 127.4 of the Insurance Law code, it is understood that in the event of a disagreement between us on the subject of the measures to be taken to settle the dispute, the subject of the covered claim, this difficulty may on your request be submitted to the arbitration of a conciliator designated jointly or if not, by the presiding judge of the high court, adjudicating in summary proceedings.

We shall bear the costs induced by the implementation of this procedure, unless otherwise decided by the presiding judge of the high court, if your request is deemed unfair.

If contrary to our notice and to that of the conciliator, you undertake a contentious procedure at your expense and obtain a more favourable solution than the one that we proposed, we undertake to assume the expense of the court and lawyer fees that you will have incurred in this way within the limit of our coverage limits and in the framework of our coverage.



Coverage

Coverage C - Partial theft

> What we cover

1. Partial theft of accessories* and maritime clothing not exceeding the sum set in the Specific Provisions when they are :

- on board the insured craft* in the event of forcible entry, violence, damage or ripping, or disassembly established if the accessory is immovable ;
- landed in closed premises, in the event of forcible entry of the aforementioned premises.

2. The theft of the utility craft* designated in the Specific Provisions.

3. The theft of the life raft required by the regulations in force according to the navigation category of the insured craft*.

> What is excluded

1. The theft of property and personal effects*, art objects or collectibles, jewellery*, rugs, paintings, money*, personal papers and documents, food and drinks and any land vehicle.

2. Thefts that occurred during transport on land.

Coverage D - Total or partial theft of the outboard motor

> What we cover

Total theft of the outboard motor(s) of the insured craft* or of its utility craft* not exceeding the value in use on the day of the claim when they :

- are on board, in the event of forcible opening of the antitheft unit ;
- are found within an immovable part of the locked insured craft* in the event of forcible opening of this immovable part ;
- are located on land in the event of forcible entry to the depot.

Partial theft of the outboard motor(s) of the insured craft* or of its utility craft* not exceeding the value in use on the day of the claim in the event of ripping or established disassembly.

> What is excluded

Thefts that occurred during transport on land carried out under the responsibility of a professional carrier.

Coverage E - Property and personal effects

> What we cover

Not exceeding the amount set in the Specific Provisions, the property and personal effects* that are found on board the insured craft*:

- damaged after the total loss or an damage that occurs on the insured craft*;
- stolen by means of forcible entry or violence.

> What is excluded

Art objects or collectibles, jewellery*, rugs, paintings, money* personal papers and documents, food and drinks and any land vehicle.

Terrorist attacks and acts

> What we cover

In accordance with articles L 126-2 and R 126-2 of the Insurance Law Code, property damages caused to the insured craft by a terrorist attack or act on the national territory.

> What is excluded

Damage caused due to a terrorist attack or act to craft with a unit value greater than or equal to 1 million Euros.



Exclusions

General Exclusions common to all types of coverage

1. The damage or the accident* as well as their consequences caused by :

- Use by the person responsible for navigation, of drugs that have not been medically prescribed.
- An alcoholic state of the person responsible for navigation even in the manifest absence of drunkenness.
Nonetheless, this exclusion does not apply if it is established that the claim* has no relation to this state.

2. Claims* arising :

- when the party responsible for navigation does not hold a navigating license or valid certificates of capacity required by the regulations in force ;
- when the documents on board the insured craft* that are required by the competent authorities are not in order ;
- when the number of persons on board exceeds the safety standards established by the constructor or the legislation in force ;
- outside of the navigation limits established by contract and/or by the regulations in force, except in the event of force majeure (?) or assistance to another boat ;
- during transport of the insured craft* by river-borne, maritime or air transport ;
- during towages carried out by the insured craft* except in the event of an obligation to provide assistance or in a port area ;
- during use of the insured craft* for purposes other than those of personal license : hire, charter, sailing or cruise or navigation school or any use in return for remuneration ;
- at the occasion of participation of the insured craft* operating only with its motor in races, betting or competitions, and on trial ;
- when the insured craft* is a sailing boat and participates in off-shore racing (coastal or on the open sea) :
 - alone,
 - under the responsibility of a team made up of one or more professional competitors.

3. Damages caused or provoked deliberately by any insured party or with his/her complicity.

4. All damages caused directly or indirectly by asbestos and material derived from it.

5. Damages caused by civil or foreign war, hostilities, reprisals, torpedoes, mines or other weapons of war and generally by all accidents and fortunes of war.

6. Damages experienced arising from riots and commotion.

7. Claims* arising from :

- piracy, captures, arrests, seizures, civil restraint, detainment, confiscation or expropriation by any governments and authorities ;
- violation of blockade, smuggling trade, prohibited trade.

8. The consequences of the seizure or sale of the insured craft* for any reason whatever as well as bond fees.

9. Confiscation, receivership and requisition.

10.A fine that is a personal sentence as well as the fees that related to it.

11.Loss and damages, recovery for third parties or expenses resulting directly or indirectly from :

- ionising radiation or radioactive contamination caused by nuclear fuel or radioactive waste or by nuclear reaction.
- radioactive, toxic, explosive, dangerous or contaminating properties of any nuclear installation, reactor, or any nuclear equipment or component that is attached to it ;
- Any weapon that uses nuclear fission or fusion or any other analogous nuclear reaction or nuclear energy or any radioactive phenomenon or effect ;
- radioactive, toxic, explosive, dangerous or contaminating properties of any nuclear material. The latter exclusion does not apply to radioactive isotopes other than nuclear fuels when they are being prepared, transported or stored or when they are used for commercial, agricultural, medical or scientific purposes or other peaceful uses ;
- any chemical, biological, bio-chemical or electro-magnetic weapon.

12.Loss and damages, recourse to third parties or expenses resulting directly or indirectly from :

- 12.1 Use or operation with the intention of causing damages, of any computer or computing equipment, computing programme or software, IT virus, electronic code falsified or transmitted data, or any other system of any type subject to the provisions of paragraph 12.2.
- 12.2 If the present exclusion is subject to an additional clause for policies that cover risks of war, civil war, revolution, riot, insurrection or conflicts that result from it, or any hostile act carried out by or against a belligerent power, terrorist act or any action carried out by parties acting for a political motive, article 12.1 may not exclude losses - to the extent that they are covered - that result from the use of any computer, computing equipment or computing programme or software, or of any other electronic device installed in the launch and/or steering system, and/or mechanism for firing any weapon or missile.

13.The harmful consequences of the absence on board the boat of fire extinguishers that comply with the regulations in force, except during periods of verification in an authorised Centre.



Policy lifetime

Inception - Duration - Termination

The policy is governed by the Insurance Law Code according to the details set out in the articles specified in the following text.

> When does the policy come into effect ?

The policy comes into effect on the date indicated in the Specific Provisions.

> How long does the policy last for ?

The policy is concluded for the length of time indicated in the Specific Provisions by a reference in Bold characters just above your signature. Except where there is a provision to the contrary, the policy is automatically renewed every year.

> How do you terminate the policy ?

The policy may be terminated by one of us under the circumstances and within the periods indicated below :

Circumstances	Terms/deadlines
<ul style="list-style-type: none"> If the policy is taken out for a duration of one year with tacit renewal, it may be terminated every year on the term date. 	<ul style="list-style-type: none"> The request must be sent at the latest two months before the annual term date.
<ul style="list-style-type: none"> In the event of the transfer of the insured craft* (article L 121-11). 	<ul style="list-style-type: none"> Termination comes into effect 10 days after notification of the other party.

Circumstances	Terms/deadlines
<ul style="list-style-type: none"> In the event of a reduction in risk, if we do not reduce the premium consequently (article L 113-4). 	<ul style="list-style-type: none"> Period set in chapter "Your declarations".
<ul style="list-style-type: none"> If we terminate another one of your policies after a claim (article R 113-10). 	<ul style="list-style-type: none"> In the month of notification of termination of the contract in respect of the claim. The termination comes into effect one month after you send in your request.
<ul style="list-style-type: none"> In the event of a change in the insurance rate applied to your policy, leading to an increase in the premium. 	<ul style="list-style-type: none"> Period set in chapter "the premium".

Circumstances	Terms/deadlines
<ul style="list-style-type: none"> If you do not pay your premium (article L 113-3). 	<ul style="list-style-type: none"> Period set in chapter "the premium".
<ul style="list-style-type: none"> In the event of aggravation of risks (article L 113-4). 	<ul style="list-style-type: none"> Period set in chapter "Your declarations".
<ul style="list-style-type: none"> In the event of omission or inaccuracy in the declaration of the risk that was made at policy inception or during the life of the policy (article L 113-9). 	<ul style="list-style-type: none"> Ten days after our registered letter is sent, if you do not accept an increase in the premium.
<ul style="list-style-type: none"> After the claim* (article R 113-10). 	<ul style="list-style-type: none"> One month after our registered letter is sent.

We may terminate the policy under the circumstances and in the periods indicated below :

1. The policy may be terminated by us or by the heir in the event of the decease of the owner of the insured craft* (article L 121-10).

2. The policy is terminated by rights :

- On the expiry of a period of six months from the transfer of the insured craft* in the event that one of us would not have terminated or reput into force of the suspended policy (article L 121-11).
- In the event that our license is completely removed (article L 326-12).

- In the event that risk resulting from an uncovered event disappears (article L 121-9).

> What formalities must you comply with in terminating ?

You may terminate the policy either by registered letter or by extra-judicial act, or by declaration made with acknowledgement of receipt at the head-office or at an agent of the Company's office, whose address appears in the Specific Provisions. (article L 113-14).

On our side, we have to terminate by registered letter sent to your last known domicile.



Policy lifetime

Inception - Duration - termination (continued)

> Consequences of termination

1. When the termination occurs during an insured period, the portion of the premium relating to the fraction of this period, after the termination is not acquired by use : we are bound to reimburse it to you if we had already collected it.

2. On the other hand, in the event of termination :

- By non-payment of your premium (article L 113-3).
- After the total loss or abandonment or total theft of the insured craft*.

The premium remains acquired by us as an indemnity.

> Change of ownership of the insured craft*

1. Decease

In the event of the decease of the owner of the insured craft*, the insurance is transferred by rights to the heir of the insured craft*, with it resting on the latter to perform all the obligations by which the deceased owner was bound by virtue of the present policy (article L 121-10).

2. Transfer of the insured craft*

In the event of transfer of the insured craft*, the policy is suspended by rights from the day afterwards at 0:00 hours and may be terminated by you or by us (article L 121-11). It is up to you to inform us of the transfer date by registered letter.

Your declarations

The policy is established on the basis of your declarations and the premium is set as a consequence of these.

> What do you have to declare to us ?

1. At policy inception :

- the christening name of the insured craft* and its flag ;
- the home port, i.e. the usual mooring place ;
- in the event of a credit or a leasing arrangement : the name and the address of the Company that granted the credit or lease ;
- the technical characteristics :
 - hull (type, model, constructor, length, construction material, year),
 - main motor(s) : number, mark, type (inboard, outboard),
 - total actual power in horse power, fuel used, year,
 - onboard utility craft* (mark, model, year),
 - utility craft* or lifeboat motor (mark, type, total actual power in horse power, year) ;
- use of the insured craft* ;
- the value of the insurance* of the insured craft* and possibly of accessories*, maritime clothing, utility craft* outboard motors and property and personal effects* ;
- if you have had another insurance policy covering the same risks and terminated for a claim or for non-payment of the premium.

2. During the life of the policy :

Any change that arises in one of the above elements and in a period of a fortnight from the time when you became aware of it.

- What happens if the change constitutes :
 - an aggravation of risks ?
 - we may either terminate the policy ten days after its notification, with a rebate on the premium relating to the period which was not on risk, or offer you a new premium amount. In the latter case, if in the period of 30 days from the date of our offer, you do not follow up or you refuse it expressly, we may terminate the policy when this period expires ;
 - a reduction in risks ?
 - we will reduce the premium as a consequence ; if this reduction does not occur, you may terminate the policy in consideration of a 30-day notice, and we will return you the portion of the premium relating to the period during which was not on risk.

3. At inception or during the life of the policy :

Any insurance subscribed for risks covered by the present policy (article L 121-4 of the Insurance Law Code).

Any reticence or declaration that is intentionally false, any omission or inaccurate declaration of the circumstances of the risk known to you lead to the application of the defined sanctions, as applicable depending on the case in articles L 113-8 (nullity of the policy) and L 113-9 (reduction of indemnities) of the Insurance Law Code.

> What formalities should you comply with when making your declarations during the life of the policy ?

In any case, the declaration must be made either by registered letter or by declaration in person made with acknowledgement of receipt at the head-office or at an agent of the Company's office, whose address appears in the Specific Provisions.

Premium

Your premium is set on the basis of your declarations and the type of coverage chosen.

> When and where do you have to pay the premium ?

The premium, the fees and the duties are to be paid at the latest ten days after the term date indicated in the Specific Provisions.



Policy lifetime

Premium (continued)

If you do not pay the premium within this period, we may send you a registered letter to your last known address as formal notice, independently of our right to bring legal proceedings against you.

The coverage of your policy will then be suspended thirty days after this letter is sent.

We have the right to terminate your policy ten days after the aforementioned thirty days expire, either by registered letter of formal notice, or by another registered letter (article L 113-3).

Payment is made at the head-office or on the premises of the Company agent.

> What happens if we change the rate that applies to this policy ?

If we are led to increase the rate that applies to the risks covered by your policy for reasons of a technical nature, the premium will be changed from the first annual term that comes after this change.

You have a period of one month to terminate your policy, with termination coming into effect one month after you send in your request.

In this case, we will have the right to the portion of the premium calculated on the former bases between the date of the last term and the effective date of the termination.

If there is no termination, the new premium is considered to have been accepted by you.

The claim

Within what period must you declare the claim to us and provide us with information on it ?

In the case of theft : within 2 working days from the time when you became aware of it. The information must be provided to us within 5 days.

For the other events that are covered : within 5 working days from the time when you became aware of it. The information must be provided to us within a fortnight.

If these claim* declaration periods are not complied with (except in the event of contingency or force majeure, coverage will not apply to you from the moment that the delay has been prejudicial to us.

> According to what details ?

Either by in writing or by declaration in person made with acknowledgement of receipt at the head-office of the Company or at an agent of the Company's office, whose address is referred to in the Specific Provisions.

> What do you have to do in the event of a claim ?

You have to :

1. Immediately take all conservatory measures to limit the extent of the claim*.
2. Provide us with all information on the circumstances under which the claim* occurred as well as the known or presumed consequences, the type of damages, the identification of the third party* responsible or of the third party* damaged and if possible, of the witnesses.

3. In the event of loss, damage or damages, the observation of the loss and damages must be made within five days of their occurrence or of the arrival of the boat in the port where it reached the end of its course, by an expert on the basis of the list attached to the policy.

No compensation of damages other than that taken in the framework of the conservatory measures must be made without an expert report unless there is express consent from the Company.

4. Bring charges with the local police for theft or attempted theft within 48 hours and in the case of total theft, report it also to the Administration of Maritime Affairs. Moreover, if we require it, you must lodge a charge with the public prosecutor's department.

You must moreover send us any notices, letters, convocations, assignments, legal acts and exhibits in the proceedings that may be sent to you within 48 hours of receiving them so that we may be able to answer them.

If you do not comply with all or part of the above obligations - except in the event of contingency or force majeure - we will have the right to claim an indemnity from you equal to the prejudice that you have experienced.

In addition, if you use inaccurate documents as supporting documents, or use fraudulent means or even make inaccurate or reticent declarations, coverage will not apply to you for the totality of the claim*.



The claim

Evaluation of damages

1. The coverage amounts are indicated in the Specific Provisions and/or "in the Table of coverage amounts".

2. In the event of total loss, abandonment or total theft :

- The indemnity may not exceed the value in use of the insured craft* on the day of the claim* within the limit of the value declared in the Specific Provisions. This amount is paid without any deductible* items.
- Abandonment may only occur for cases of :
 - disappearance or total destruction of the insured craft*;
 - non-navigability resulting from one of the risks covered by the present policy.
- If the total amount of compensation fees attains the value in use on the day of the claim*, we have the option of settling the indemnity either by relinquishment or by total loss without transfer of ownership within 30 days from the request for relinquishment.

3. In the event of a repairs and replacements :

- You are bound to proceed as soon as possible with the replacements and repairs that involve the security of navigability of the boat : if for any reason whatever, except in the event of force majeure, they are not undertaken at most three months after the date on which the claim* occurred, the amount at our expense may not exceed what we would have paid if the replacements and repairs had been undertaken within the aforementioned period. We have the right to require that these replacements and repairs should be performed by award to the lowest bidder. The indemnities will be settled without deducting the deductible* part mentioned in the Specific Provisions. In the event of replacement of repair of a certain part of the insured craft* such as the hull, mast, sail, motor, utility craft*, the settling of the indemnity will be made within the limit of the value in use of this on the day of the claim*.

Average Clause

At the time when the amount of loss incurred is greater than the sum insured of the craft indicated in the specific provisions, you will be

considered to be your own Insurer for the difference and will bear a proportional share of the damages.

Payment

The insurance may not engender profit for you (article L 121-1). It therefore only covers the compensation for actual loss or damages for which you are liable.

If there are other insurances that cover all or part of the risks covered by the present policy, article L 121-4 of the Insurance Law Code will be applied.

Counter evaluation of damages

In the event of disagreement on the expert's conclusions, each of parties has the right to request an amicable or legal and joint counter evaluation within the fortnight that follows the written notification of

the disagreement by one of the parties and before the repairs are undertaken, each of us responsible for the fees of his expert.

Specific deductibles

The payment of the loss and partial damages are implemented by deducting the deductible* indicated "in the Table of coverage amounts" or indicated in the Specific Provisions.

- This deductible* item is :
 - doubled if the claim* occurs when the insured craft* is participating in regattas or cruise races ;
 - tripled if the claim* occurs while the insured craft* is in open sea mooring or harbour mooring.

- If the payment concerns the utility craft* designated in the Specific Provisions, the deductible part is set at 2% of the value of this utility craft* (hull and motor) with a 150 euro minimum.
- For antifouling expenses and expenses for painting required by the claim*, a reduction by one half comes into effect.



The claim

Specific provisions for third party liability claims

1. We take your place in your rights and actions against any third parties who are liable for damages. No recognition of liability, nor transaction that you may have accepted without our consent, shall be opposable against us.

Nonetheless, acceptance of the material facts is not considered as recognition of liability, no more than the sole fact of having procured emergency assistance for a victim when it is a question of an act of assistance that any party has the moral duty to accomplish.

2. In the event of a liability action, we reserve the faculty :

- In the civil, commercial or administrative jurisdictions : of assuming your defence, of directing the trial and of exercising all rights of recovery.
- the criminal jurisdictions :
 - of assuming your defence or associating ourselves with it if the victims were not paid off ;

- of exercising all rights of remedy - with your consent - if the civil and/or criminal interests are implicated.

Even if you breach your obligations after a claim*, we are bound to indemnify the parties that you are liable towards.

The claim* only exists on the basis of the victim's claim.

If you are a victim of an event causing damages, it rests on you to take the steps related to the claim :

- either by sending a third party claim letter to the author of the damage ;
- or by declaring the claim to us by virtue of Legal Protection coverage.

It is understood that only damage arising during the insurance period is covered.

When do we pay the indemnity ?

Payment of the indemnity will be made within thirty days after our amicable agreement, after submission of supporting documents in

particular, the paid invoices or on receipt of the notification of the enforceable legal decision.

Subrogation

By virtue of article L 121-12 of the Insurance Law Code, we are substituted in your rights and actions against third parties* who have caused the damage by their doing, not exceeding the indemnity paid by us.

In the event that the subrogation could not by your doing occur in our favour, we will be free of all or part of our obligations with respect to you.

Miscellaneous provisions

Ruling

All actions concerning this policy, whether they originate with you or with us, may only be exercised within a period of two years from the event that gave rise to it (article L 114-1 of the Insurance Law Code).

The ruling may be interrupted by :

- Designation of an expert.

- The sending of a registered letter with acknowledgement of receipt that we send you use concerning payment of the premium and that you send use concerning payment of a claim*.
- Seisin of a court
- Any other ordinary cause.

Cumulative insurance

When several insurances are contracted for the same interest, against the same risk and without fraud, each of them shall produce its effects within the limits of the coverage of the policy whatever the date on which it was contracted, but the indemnification due in this way shall not exceed the value of the insured property at the time of the claim*. Within these limits, you may contact the insurer of your choice.

When they are contracted deceitfully or fraudulently, the sanctions set out in article L 121-3 of the Insurance Law Code (nullity of the policy and damages and interests) are applicable.



Miscellaneous provisions

Information on the insured party

> Examination of claims

When you want to obtain the detail concerning the application clauses in your policy, in particular, when you contract it or in the event of a claim, contact your usual interlocutor (agent or broker).

He/she is able to study all your questions and requests.

In the event of disagreement, you may send a written claim along with the motive of the dispute and the dossier references to :

Generali
SERVICE RECLAMATIONS
7 boulevard Haussmann
75456 Paris Cedex 09
servicereclamations@generali.fr

We undertake to process your claim as rapidly and as objectively as possible.

If a disagreement were to persist, the individuals have the option of appealing to the company mediator without prejudicing other ways of legal process.

Access conditions to this mediator, his contact information as well as the procedure to follow will be sent to you by the Claims Department.

> Right of access to recorded information

You may request that we send you any information and any rectifications of information that concern you and that appear in any file used by Generali, its agents and its reinsurers, and by professional organisation, by writing to us at the following address :

Generali
7 boulevard Haussmann
75456 Paris Cedex 09

Solicitation at domicile

In accordance with article L 112-9 of the Insurance Law Code, "any individual who is subject to solicitation at his/her domicile, his/her place of residence or work, even at his/her request, and who signs an insurance proposal or a policy for this purpose in this framework and this does not enter into the framework of his/her commercial or professional activity, has the option of waiving it by registered letter with acknowledgement of receipt during the period of fourteen calendar days from the day the policy was concluded without having to justify his/her motives or to bear any penalties."

If the aforementioned conditions are met - and subject to other provisions in article L 112-9 of the Insurance Law Code - you may waive the present policy by sending **the model letter attached below** on the last page of the present General Provisions in the form of a registered letter with acknowledgement of receipt.

We draw your attention to the fact that you will lose this waiver option if you are aware of a claim occurring during the aforementioned period of fourteen days.



Letter waiving solicitation at one's domicile

Registered letter
with acknowledgement of receipt

**Generali Iard
CDI Renonciation**

7/9 boulevard Haussmann
75456 Paris Cedex 09

Surname : _____

First name : _____

Adress : _____

Product name : Generali Plaisance

Policy No. : _____

Selected means of payment : _____

Amount of the premium already paid : _____ €

Dear Sir,

In accordance with the provisions of article L 112-9 of the insurance Law code, I understand by the present letter that I waive the above-mentioned insurance policy, which I subscribed to on the date of _____.

I therefore would like this policy to be terminated from the date this letter is received.

Yours truly,

Drawn up in , _____

on _____

Subscriber's signature