

# Assistance Agreement Boat Services



This agreement constitutes the General Provisions of "BOAT SERVICES" coverage. It specifies the content and limits of assistance services, sold to GENERALI customers who have subscribed to a "BOATING" insurance policy.

In compliance with the agreement signed between EUROP ASSISTANCE and GENERALI, these benefits are covered and provided by EUROP ASSISTANCE, a Joint Stock Corporation with capital of 23,601,857 euros, a company governed by the Insurance Code, 451 366 405 RCS Nanterre and whose head office is located at :

1 promenade de la Bonnette  
92230 GENNEVILLIERS

In the following text, the term "We" means EUROP ASSISTANCE.

The term "You" means the beneficiaries, as defined in "DEFINITIONS" below.

## > Rules That Must Be Observed for Assistance

To get us involved, you must :

- Contact us immediately :  
By telephone (01 41 85 88 13).  
By fax (01 41 85 85 71).
- Obtain our preliminary approval before taking any action or incurring any expense.
- Comply with the solutions we recommend.
- Provide us with original receipts for expenses for which you are requesting reimbursement.
- Provide all information related to the subscribed policy, particularly :
  - The insurance policy number.
  - The full name and address of the beneficiary.
  - The boat's registration number.

**Any expense incurred without our preliminary approval will not be reimbursed or accounted for later.**

## 1. Terms and Conditions for Applying the Policy

### > 1.1 Application Conditions

We become involved on the express condition that the event due to which we must provide the service was not known initially.

An event originating from a pre-existing disease and/or injury that has been diagnosed and/or treated cannot be covered for individual assistance services if it has involved continuous hospitalization, over-night hospitalization, or outpatient hospital services within the 6 months prior to the request for assistance, regardless of whether the condition was created or aggravated.

### > 1.2 Transportation Tickets

When transportation is arranged and handled in application of the clauses of this agreement, the Beneficiary agrees that we reserve the right to use the tickets it has or to reimburse us for the amount that would be obtained from the ticket issuing organization.

### > 1.3 Extent of Coverage and Nature of Covered Events

This assistance agreement allows the Beneficiaries (as defined in section 2.1 below) to benefit from :

- the assistance services described below in the "Assistance Services to Individuals" section for illness, injury, death, and legal proceedings outside of the country of origin for personal travel not to exceed 90 consecutive days, after a boating accident, loss, or theft.
- the assistance services described below in the "Assistance Services to Boats" for a breakdown, damage or theft.

### > 1.4 Risk and Geographical Boundaries

The BOAT SERVICES benefits and coverage described within this agreement apply within the following geographical borders, **with the exception of Mauritania, Algeria, and their territorial waters :**

**North :** Latitude 65° North

**South :** Latitude 20° North

**East :** Longitude 40° East

**West :** Longitude 35° West

except for services provided in the event of a breakdown or damage to the boat :

- Sending a technician : This benefit is provided only in Metropolitan France, the Principality of Monaco, and Italy.
- For the boat, the benefits described in this agreement may be applied only if the boat is located in a shelter (port or buoy) in a geographical area bounded as described above.
- For individuals, the benefits may be applied only within the geographical area bounded as described above.
- Generally, in addition to the provisions shown in the "Exceptional Circumstances" section, **countries are excluded if they are engaged in a domestic or foreign war or experiencing political instability, popular movements, riots, acts of terrorism, reprisals, restricted movement of people and property (for any reason, such as health, security, weather, etc.), natural disasters, or nuclear disintegration.**



## 2. Définitions

The expressions below have the following meanings in this assistance agreement :

### > 2.1 Beneficiaries

Beneficiaries of the services described in this agreement, subject to the terms stated in section 2.2 "Country of Origin" below.

- The subscriber, residing in France, of a "BOATING" insurance policy through GENERALI for the covered boat (as defined in section 2.4 below).
- All of the people in the boat's crew (as defined in section 2.4 below) for the period during which they were sailing or staying on it for free, up to the maximum occupancy number specified on the boat manufacturer's plate.

### > 2.2 Country of Origin

By the Beneficiary's country of origin, we mean the country of his or her nationality or the country in which he or she is domiciled (as defined in section 2.3 below), if it is different\*.

#### NOTE

If the Beneficiary can prove two countries of origin, such as if he requests to use one of the benefits described in this agreement providing for the transportation of a Beneficiary to the country of origin, the Beneficiary may use this benefit only once to just one of his or her two specified countries of origin.

The Beneficiary's country of origin must be one of the following countries : Metropolitan France, the Principalities of Monaco and Andorra, Germany, Belgium, Spain, Great Britain, Italy, Luxembourg, the Netherlands, or Switzerland.

### > 2.3 Domicile

By domicile, we mean the Beneficiary's main and most common place of residence, shown on his or her income tax statement. This must be located in one of the countries listed in the "Country of Origin" section above.

### > 2.4 Boat

By boat, this means the pleasure boat that is insured through GENERALI by a "BOATING" policy and whose home port is located in Metropolitan France or in the Principality of Monaco.

### > 2.5 Home Port

By home port, this means the port at which the boat is typically parked, as evidenced by the rental or ownership of a ring, dock, buoy, open area, or dry dock.

### > 2.6 Owner

By owner, this means the individual(s) or corporate representative(s) appearing on the French ship registration document.

### > 2.7 Illness

By illness, this means a health problem observed by a medical doctor requiring medical care and appearing suddenly and without warning.

### > 2.8 Injury

By injury, this means a sudden, accidental event unintentionally affecting the Beneficiary, resulting from a sudden external action and restricting him or her from moving on their own.

### > 2.9 Family Member

By family member, this means the spouse, partner, or common-law spouse living under the same roof as the Beneficiary, the Beneficiary's legitimate (biological or adopted) children, the Beneficiary's parents, brothers, and sisters, and the Beneficiary's grandparents and grandchildren.

## 3. Individual Assistance Services

### > 3.1 If You Become Sick or Injured While Travelling or Staying on the Boat

#### 3.1.1 Transportation of the Sick or Injured

If the Beneficiary is sick or injured onboard the boat and you disembarked at a port :

- Our doctors contact the local doctor who cared for the Beneficiary after the illness or injury.

Our doctors collect all of the information necessary to make a decision in the medical interest of the sick or injured person, from the local doctor or possibly from the Beneficiary's regular doctor.

After a decision by our doctors and based on medical need, the collection information allows us to initiate, arrange, and pay for your return home or your transportation (possibly with medical supervision) to an appropriate hospital near your home by :

- Train (1st class seat), 1st class sleeper car,
- Ambulance or medical car,
- Regular airline, economy class,
- Air ambulance.

- In some cases, your safety may require first-class transportation to a local treatment center, before planning a return to a location near your home.

Only the medical interests of the Beneficiary and compliance with health regulations are taken into consideration when deciding upon transportation, the transportation method, and the possible hospitalization site.

Information from local doctors or regular doctors, which may be crucial, helps EUROP ASSISTANCE to make the best decision possible.

In this regard, it is expressly agreed that the final decision to be implemented in the medical interest of the Beneficiary is ultimately up to EUROP ASSISTANCE's doctors, in an effort to avoid any disputes between medical authorities.

Additionally, if you refuse to accept the decision that our doctors have made, you release EUROP ASSISTANCE of all responsibility, particularly in returning home by your own means or even in the event that your health worsens.

We are not responsible for any search, emergency, and rescue expenses whatsoever.



## 3. Individual Assistance Services (continued)

### 3.1.2 Return of a Companion

If you are transported under the conditions defined in the "Transportation of the Sick or Injured" section above (section 3.1.1) :

We arrange and pay for the transportation of a Beneficiary under this assistance agreement who was travelling with you on the boat to the your hospitalization site near your home by 1st class train or economy class airline, plus any taxi expenses to get from the place of stay to the departure train station or airport and from the destination train station or airport to your home or hospital.

### 3.1.3 Hospitalization

If you are hospitalized as the result of an illness or injury suffered onboard the boat and if our doctors decide, based on information provided by the local doctors, that the return cannot occur within 10 days (for a child under 16 years old, this time period is 48 hours) :

- We arrange and pay for roundtrip travel to/from the location by 1st class train travel or economy class air travel for an individual you select, domiciled in your country of origin, to be with you at your bedside.
- We contribute up to 60 euros/day, including tax, to this individual's hotel expenses (room and breakfast) for a maximum of 10 nights.

This service is offered subject to air travel availability and administrative constraints inherent to the destination country.

### 3.1.4 Care for Children

If, resulting from an illness or injury suffered onboard the boat, you are unable to care for your children under 15 years of age who accompanied you on the boat :

We arrange and pay for travel to and from the location by 1st class train travel or economy class air travel from the country where the boat was located.

- for an individual you select, domiciled in your country of origin, or
- one of our hostesses, who can bring your children to your home in your country of origin or in the same country of origin of a member of your family, selected by you.

You are responsible for travel expenses (tickets and transportation, etc.) for children.

### 3.1.5 Replacement Skipper or Crew

If, following an illness or an injury suffered onboard the boat, you are transported as described in the "Transportation of the Sick or Injured" section above and if the crew is unable to bring the boat to its regular home port :

- We may offer an individual designated by the Subscriber and validated by the boat owner a 1st class train ticket or economy class airplane ticket from one of the countries listed in the "Country of Origin" section in this agreement, so that this individual can reach the immobilized boat, or
- At the request of the subscriber and upon approval from the owner, we will send a skipper or a crew to bring the boat to its regular home port by the most direct route :
  - In this case, this service will be provided only under the condition that the boat owner or subscriber first sends us a copy of his or her liability assurance, covering the boat and its passengers, for the time of travel.
  - In addition, the boat must meet the standards of being fitted out for boating corresponding to the path to be travelled.
  - We reserve the right to cancel the repatriation mission entrusted to the skipper if he finds that the boat does not demonstrate the required safety conditions or satisfactory maintenance, and in this situation, we will not be held responsible whatsoever for the failure to provide this service or the consequences of this cancellation.

- We will be responsible only for travel expenses of up to 1,500 euros (including taxes) for the skipper or the crew from Metropolitan France or the Principality of Monaco. You are responsible for salary to be paid to the skipper or crew.

**In all cases, you are responsible for expenses related to the use or maintenance of the boat (particularly the cost of fuel and port fees).**

#### NOTE

This benefit can only be applied when the boat is located in a shelter (port or buoy) in a geographical area bounded as described earlier (section 2.2).

### 3.1.6 Additional Reimbursement of Medical Expenses (outside the country of origin)

Before travelling outside of your country of origin, we recommend that you assemble the forms required for the type and duration of your trip, including for the countries located near the areas in which you plan to boat (for the European Economic Area and for Switzerland, you must have your European Health Insurance Card).

These various forms are provided by the relevant Caisse Primaire d'Assurance Maladie [the French state health insurance office] so that the organization can pay for your medical expenses in case of illness or injury.

#### 3.1.6.1 Payment Conditions

You become sick or injured while on a boat trip outside of your country of origin and consequently incur medical expenses outside of your country of origin.

We will reimburse you for the amount of medical expenses, up to the limit specified below (section 3.1.6.2), incurred outside of your country of origin, and you are responsible for the remaining unpaid expenses, after reimbursement by Social Security, mutual insurance, and/or any other contingency organization.

This additional reimbursement covers the expenses defined below (section 3.1.6.3), provided that they relate to care received outside of your country of origin following an illness or injury suffered in the same location.

The reimbursement occurs after you have taken all of the necessary steps to obtain reimbursement for medical expenses outside of your country of origin through Social Security and/or any other contingency organization.

You also agree to send EUROP ASSISTANCE the following documents :

- original statements from social and/or contingency organizations justifying the reimbursements received
- photocopies of doctors' notes justifying the expenses incurred. By default, EUROP ASSISTANCE will not proceed with the reimbursement.

#### 3.1.6.2 Reimbursement Amount

The maximum additional reimbursement amount for medical expenses is 15,000 euros (including taxes) per beneficiary and per event.

#### 3.1.6.3 Nature of Expenses Eligible for Reimbursement

The additional reimbursement covers the expenses defined below, provided that they relate to care received outside of your country of origin following an illness or injury suffered outside of your country of origin :

- medical fees,
- cost of medication prescribed by a doctor or surgeon,
- costs incurred for minor dental care, up to 80 euros (including tax) per beneficiary and per event.



## 3. Individual Assistance Services (continued)

- ambulance cost, if ordered by a doctor for a local trip,
- hospitalization fees, provided that it has been determined by our doctors, based on information provided by the local doctor, that you cannot travel.

The reimbursement of hospitalization fees ends when we are able to move you.

### 3.1.7 Advance for Hospitalization Fees (outside the country of origin)

You become sick or injured during your trip outside of your country of origin. You are hospitalized and cannot pay upfront for your hospitalization fees, up to the fixed amount of 15,000 euros (including tax) per beneficiary and per event.

This advance will be subject to the following conditions :

- For care prescribed in accordance with our doctors
- Our doctors agree, after receiving information from the local doctor, that the beneficiary cannot be moved.

No advance is allowed beginning on the day when we can transport you to your home, located in your country of origin, even if you decide to stay where you are.

No matter what, you agree to reimburse us for this advance, no later than 30 days after receiving our invoice.

To be reimbursed yourself, you must then take the steps necessary to recover your medical expenses through the relevant organizations.

This obligation applies even if you have begun the reimbursement procedure described earlier.

### > 3.2 If There Is a Death During a Boat Trip or Stay

If a Beneficiary dies due to illness or injury suffered during a trip or stay on the boat :

- We arrange and pay to transport the body to the location of the funeral in the beneficiary's country of origin.
- We pay only for the expenses necessary to set up and specifically arrange the transportation, excluding all other expenses.

In addition, we contribute to the cost of a coffin or urn that you or your beneficiaries obtain from your selected funeral service provider, up to 1500 euros (including tax).

The family is responsible for the remaining expenses, including the cost of the ceremony, local convoy, and burial.

If necessary, we also arrange and pay for one person travelling with the deceased beneficiary to return to the funeral location to attend the funeral by 1st class train travel or economy class air travel, provided that this person is also a beneficiary, to the extent that the resources initially planned for his or her return to the funeral location cannot be used.

### > 3.3 If There Is an Unplanned Hospitalization or Death of a Family Member

If you learn, during the trip, that a member of your family (as defined in section 2.9 above) is unexpectedly hospitalized or passes away :

- We arrange and pay for you to go be at the bedside of the hospitalized person or to attend the funeral at its location :
  - Your roundtrip travel by 1st class train travel or by economy class air travel, or
  - One-way travel by 1st class train travel or by economy class air travel for you and one other person, also a beneficiary, travelling with you.

If you fail to provide evidence (hospitalization notice, death certificate, proof of relationship) with a maximum period of thirty calendar days, we reserve the right to invoice you for the entire service.

### > 3.4 Shipment of Medication

You are immobilized following an illness, injury, or accident.

When a doctor has to prescribe you medication, if no one in your party can travel and if the medication is immediately necessary, we will urgently search for it in a pharmacy near your home (or 24-hour pharmacy) and bring it to you.

We pay for acquiring the medication and bringing it to you. You are responsible for the price of the medication. The medication must have been prescribed no more than 24 hours before the request for assistance.

### > 3.5 For Legal Proceeding Outside the Country of Origin Following a Boating Accident

If you are sued outside of your country of origin following a boating accident, **excluding any other cause.**

We can advance you :

- bail money, when required by the local legal authorities, up to 10,000 euros (including tax),
- legal fees up to 1,500 euros (TTC).

You agree to reimburse us the amount advanced for bail and/or legal fees within three months of the date of the advance.

If you are reimbursed by the country's authorities for the bail in the meantime, it must be returned to us right away.

This benefit does not cover lawsuits in your country of origin following an accident or proceedings outside of your country of origin.

### > 3.6 Advance of Funds

In the event of the loss or theft of your means of payment (credit card(s), checkbook(s), etc.), we will wire you an advance through a third party, with prior agreement from the financial institution issuing the payment. The maximum amount of this advance is 1,500 euros (including tax) so that you can handle expenses for basic necessities, subject to providing official proof of the loss or theft.

### > 3.7 Transmission of Urgent Messages

During your trip, if you are unable to contact someone who is in your country of origin, we will send them a message you provide to us by telephone to a phone number that has been exclusively reserved for this purpose. We will send them the message at the date and time you specify. The phone number is: 33 1 41 85 81 13.

You can also use this number to leave a message for someone you specify, who can then retrieve the message with a simple call.

**NOTE :** This special number, which does not accept collect calls, can only record your messages, whose content is subject to French law, particularly its criminal and administrative law. We are in no way responsible for the content of messages. Noncompliance with this law may lead to a refusal to communicate the message.



## 4. Boat Assistance Services

### > 4.1 For a Breakdown or Damage to the Boat

#### 4.1.1 Sending Spare Parts

If, after the boat breaks down or is damaged, spare parts that are essential for continuing the trip and for the safety of the boat are not available locally :

- We will send you the parts as quickly as possible and pay for the shipping costs from Metropolitan France or the Principality of Monaco.

You are responsible for the cost of the spare parts and the customs fees.

This benefit does not apply to the transporting of parts that :

- require a special convoy when transported by ground,
- are not transported in a regular passenger airline "cargo" container when transported by air.

If necessary, EUROP ASSISTANCE will advance the purchase price of the parts, in which case :

- When you return, you agree to reimburse us upon receipt of our invoice for the purchase price of the spare parts based on the recommended retail price, including tax, at the time of purchase. Every order is due.
- You are also responsible for any applicable customs fees, and you agree to reimburse us for them if we paid them by advance, no more than 30 days after receiving our invoice.

Shipments are subject to international regulations for transporting goods, which prohibits transporting hazardous or corrosive material.

Transportation of these parts is subject to international regulations for transporting goods. The abandonment of production by the manufacturer, resulting in the requested part being unavailable in France, qualifies as a force majeure situation that may delay or prohibit us from providing this service.

#### 4.1.2 Sending a Technician

In the event of a breakdown or damage to the boat :

- We will look for a technician who can quickly service the boat in order to diagnose the problem and provide an estimate on the spot. We will inform you of the conditions for the technician service, and with your agreement, we will rush to the port where you and the boat are located.

Coverage of the technician's travel expenses is limited to travel within Metropolitan France, the Principality of Monaco, and Italy. We also cover a maximum of 3 night in a hotel for the technical, up to 60 euros, including tax, per night (room and breakfast).

You are responsible for the cost of the repairs, labor, and spare parts.

The technician can only perform his job depending on availability. If we cannot find a service provider, we will arrange to implement the most urgent safety precautions, with your approval.

#### 4.1.3 Towing

If, after a breakdown or damage, the boat cannot be repaired in the port or on the buoy where it is immobilized :

- We pay towing fees up to 350 euros, including tax, with the original invoice as proof.

#### 4.1.4 Return of the Crew

If, after a breakdown or damage, the boat is immobilized for more than 5 days for repairs :

- We arrange and pay for the crew to return to the boat's regular home port or to each beneficiary's country of origin, by 1st class train travel or by economy class air travel.

#### 4.1.5 Recovery of the Immobilized Boat

When the crew has been transported away under the conditions described in the "Return of the Crew" section above, following a breakdown or damage that immobilizes the boat for more than 5 days for repairs :

Once the boat is repaired, we can :

- Offer you two 1st class train tickets or economy class airplane tickets to come retrieve the boat, or
- Send a skipper and crew to bring the boat to its regular home port.

We will be responsible only for travel expenses for the skipper and crew from Metropolitan France or the Principality of Monaco.

You are responsible for the salary of the skipper and crew and the expenses related to using or maintaining the boat.

The conditions for using this service are the same as those described in the "Replacement Skipper or Crew" section for when a beneficiary becomes sick or is injured during the trip or a stay on the boat.

#### 4.1.6 Guard Fees

If a breakdown or damage prohibits the boat from sailing, we contribute to the expenses incurred for berthing, up to 300 euros, including tax, with a paid invoice as proof of the expense.

### > 4.2 If There Is Damage, Theft, or Attempted Theft to the Boat

If, after damage, theft, or attempted theft, the boat is uninhabitable :

- We cover hotel accommodations for the beneficiaries who are present at the time the boat is afflicted, up to 60 euros, including tax (room and breakfast) per night and per person, for a maximum of 5 nights.

### > 4.3 Information

With a simple telephone call, Monday through Saturday from 9 am to 7 pm, excluding holidays :

- We look for documentary information to guide you in the following areas : sightseeing destinations, travel agent information, the brand's dealers in the region, administration, buying and selling property, financing, boat rental, boat safety, water sports.
- We provide straightforward answers to the questions we are asked.

The information provided to you applies only to the issues related to French law, excluding all foreign laws. It is documentary information as identified in Article 66-1 of the Law, amended December 31, 1971. In no case shall it be taken as legal advice.

In situations in which further research is necessary and we cannot provide an immediate response, we will inform you as soon as possible. In all cases, the information is communicated to you only by telephone.

We cannot be held responsible for interpretations of the information provided or for their possible consequences.

We agree to keep all conversations held as part of these telephone assistance services completely confidential.



## 5. Exclusions and Exceptional Circumstances

### > 5.1 What We Exclude

**We cannot, in any case, substitute for local emergency services.**

**Benefits that are not requested at the time of need and with our approval will not be entitled to reimbursement or compensatory damages. You must always provide original invoices or bills as proof.**

#### 5.1.1. Excluded Cases That Are Consequently Not Entitled to Transportation Arranged and/or Paid by Us

- **The consequences of situations involving epidemic-level infection, exposure to infectious biological agents, exposure to chemical warfare agents, exposure to nerve agents, exposure to neurotoxic agents or agents with residual neurotoxic effects, which may result in quarantine, preventative measures, or special monitoring by international health authorities and/or local health authorities in the country where the Beneficiary is staying and/or national health authorities in the Beneficiary's country of origin.**
- Diseases or benign lesions that can be treated locally and do not restrict the Beneficiary from continuing his or her travel or stay.
- Medical visits.
- The consequences of using drugs, narcotics, or similar products that have not been medically prescribed.
- The consequences of using medication that has not been medically prescribed, outside of its therapeutic purposes.
- Pregnancy already known about before the travel date, excluding any serious unforeseen complications, and, in all cases, pregnancy beyond the 28th week.
- Any situation not mentioned in this assistance agreement.

#### 5.1.2 Cases Not Entitled to Reimbursement or Compensatory Damages

- Benefits that were not requested during travel or arranged by us or with our approval.
- Expenses incurred by a Beneficiary without our prior approval.
- Water rescue, search, or emergency expenses of any kind.
- Medical, surgical, and pharmaceutical expenses incurred in the Beneficiary's country of origin, regardless of whether they result from an illness or accident suffered outside the country of origin.
- Optical expenses, such as eyeglasses or contact lenses.
- Medical and prosthetic devices (including dentures).
- Expenses for hydrotherapeutic cure treatments.
- Expenses for staying in a rest home
- The purchase cost of vaccines and vaccination expenses.
- Medical treatments ordered in the Beneficiary's country of origin.
- Complications from medication conditions or illnesses requiring treatment and/or hospitalization before the trip and bearing a risk of aggravation.
- Expenses related to a pregnancy already known about before the travel date, excluding any serious unforeseen complications, and, in all cases, pregnancy beyond the 28th week.
- Medical visits, health assessments, and related expenses.
- Expenses for medical or paramedical services and the purchase of products whose therapeutic effects are not recognized under French law.

- Expenses for maintaining or repairing the boat, including labor costs.
- Stolen luggage, equipment, and miscellaneous items and accessories left in the boat.
- Customs fees, towing fees, port fees, and other fees not described in this agreement.
- The salaries for specialists, such as the skipper, crew, and technician.
- All other expenses, other than those identified in this assistance agreement.

#### 5.1.3 Cases Not Entitled to Involvement or Support

- The consequences of incidents that occurred during motorboat races, races, or competitions following current regulation and with government permission, when the Beneficiary participates in them as a competitor or sails alone during races, in the case of a sailboat.
- Consequences of the boat being immobilized for maintenance.
- Consequences of the boat being immobilized for weather conditions.
- Breakdowns or equipment failures not endangering the safety of the boat or the continuation of the trip.
- Any replacement of parts that are part of the current rigging (sheets, halyards, sails, shackles, etc.) and ropes in general.
- Consequences of freezing, natural disasters, storms, cyclones, tsunamis, and other calamities.
- Consequences of poor maintenance.
- Any boat convoy or transport by means other than those identified in section 4.1.5 "Recovery of the Immobilized Boat" for a broken down or damaged boat.
- Use of the boat for purposes other than personal pleasure, such as leasing, charters, sailing schools, cruising schools, driving schools, or other paid use.
- Use of the boat for illegal activities or, more generally, in violation of international law.
- Water rescue, search, or emergencies of any kind.
- Mental illnesses that received treatment before the trip.
- The consequences of using drugs, narcotics, or similar products that have not been medically prescribed.
- The consequences of using medication that has not been medically prescribed, outside of its therapeutic purposes.
- The consequences of civil or foreign wars, well-known political instability, demonstrations, acts of terrorism, reprisals, restrictions of the free movement of people and property, strikes, explosions, natural disasters, nuclear disintegration, or any other case of force majeure.
- Any event not mentioned in this assistance agreement.

### > 5.2 Exceptional Circumstances

A strike does not justify the provision of assistance benefits.

We cannot be held responsible for failures in the performance of our services due to events such as: domestic or foreign war, well-known political instability, demonstrations, acts of terrorism, popular movements, reprisals, restrictions on the free movement of people and property for reasons including health, safety, weather, limited or prohibited air traffic, strikes, natural disasters, nuclear disintegration, or other cases of force majeure, or delays in the performance of our services caused by the above.



## 5. Exclusions and Exceptional Circumstances (continued)

We cannot be held responsible for the failure to perform our services in case of delays and/or the inability to obtain administrative documents, such as entry and exit visas, passports, etc., that are required for your transport within or outside of the country in which you are

location or for your entry into the country recommended by our doctors to be hospitalized, nor shall we be held liable for performance delays resulting from the above.

## 6.

### > 6.1 Term – Validity

The validity of the “BOAT SERVICES” coverage is linked to the validity of the Boating insurance policy.

Assistance coverage becomes effective on the subscription date of this agreement.

It matures and may be renewed on the same date and under the same conditions as the Boating insurance policy. It is terminated, canceled, or suspended on the same dates and under the same conditions as the Boating insurance policy.

### > 6.2 Subrogation

We are subrogated, up to the damages paid and the services provided, in the rights and actions of the Beneficiaries against anyone responsible for the acts motivating our involvement.

### > 6.3 Prescription

Any action resulting from this agreement is prescribed within a two-year period from the triggering event.

### > 6.4 Claims – Litigation

For claims, please write to :

Europ Assistance  
Service QUALITÉ  
1 promenade de la Bonnette  
92633 Gennevilliers Cedex

For a dispute that cannot be settled out of court, French law applies to any action arising from the interpretation and/or execution of these General Terms and Conditions.

### > 6.5 Regulatory Authority

The regulatory authority is :

l’Autorité de Contrôle des Assurances  
et des Mutuelles (ACAM)  
61 rue Taitbout  
75436 Paris Cedex 09

### > 6.6 French Law on Data Protection and Civil Liberties

In handling requests for assistance, we must collect personal information from Beneficiaries that is protected under Law 78-17, dated January 6, 1978 and amended, related to Data Protection and Civil Liberties.

To this end, Beneficiaries are informed that their personal data may be transmitted :

- to institutions and subcontractors that are contractually related to us, for the performance of tasks that are directly related to processing requests for assistance.
- to public organizations, to satisfy legal or regulatory obligations affecting us.

In application of Law 78-17, dated January 6, 1978, amended, the Beneficiaries have a right to access, modify, correct, and delete any of their personal data that appears in any file used by us, our agents, and individuals identified herein.

These rights may be exercised through :

Europ Assistance  
1 promenade de la Bonnette  
92 633 Gennevilliers cedex

We are prohibited from directly or indirectly disclosing personal information to unauthorized third parties.





**Generali Iard** – Joint Stock Corporation with capital of 59,493,775 euros – A Company governed by the Insurance Code – 552 062 663 RCS Paris  
Head Office : 7, boulevard Haussmann 75009 Paris