

# Appendix

## Individual Marine Coverage

### > What We Cover

We cover up to the amounts indicated in the "COVERED AMOUNTS" section below, based on the formula chosen and indicated in the Special Provisions, for an accident involving the insured individuals onboard the insured boat at a time when it was afloat.

#### 1. Payment of a benefit in the event of death

- We are involved when the accident results in your death, if this death occurs within two years after the accident.
- We pay the planned benefit to your beneficiaries.
- If the victim is less than sixteen years old or more than sixty-five years old, the covered benefit payment will be replaced by a reimbursement of funeral expenses, up to a maximum of 50 % of the benefit, independent of the reimbursement for medical, pharmaceutical, and hospitalization expenses.
- If the death is a result of an accident that resulted in the payment of a "Permanent Disability" benefit, we pay your beneficiaries, if the death occurred less than two years after the accident, the additional amount that may be due, up to the covered death benefit.

#### 2. Payment of a benefit for permanent disability

- We are involved when the accident results in your permanent disability.
- We pay the victim the planned benefit after the consolidation date, in the average indicated in the "Permanent Disability Schedule", reproduced below.

**If the victim is more than seventy years old, the planned benefit is reduced by half.**

#### 3. Reimbursement of medical expenses

- We are involved when the accident results in medical, pharmaceutical, or hospitalization expenses.
- We reimburse you for the amount of expenses you incurred up to the provided amount, based on the chosen coverage formula.

**This benefit, where appropriate, will come with similar benefits or services that may be covered by Social Security, or any other group welfare plan, without allowing the victim to receive a total sum greater than actual expenses.**

### > What Is Excluded

#### 1. Accidents that occur :

- **During waterskiing competitions and when training for such competitions.**
- **When the occupants of the insured boat are involved in brawls (except in self-defense) or in crimes.**
- **As a result of disease, congestion, insolation, or congelation, unless they are the consequence of an accident covered by this contract.**

#### 2. The cost of prosthetic devices, including dentures, and equipment costs.

### > Definitions

#### Consolidation (Date)

Date from which the consequences of your accident are stabilized.

#### Permanent disability

The disability is "permanent" when it is presumed to be final.

#### Insured persons

- You as Subscriber(1) and/or owner of the insured boat.
- Any person in charge of navigating it, and thus in charge of the crew, passengers, and anyone on the steps connected, even temporarily, to the insured boat.
- Water skier(s) pulled by the boat.

(1) As a subscriber, an individual, you are also covered when you are onboard any other pleasure boat.

## 1. Coverage Amounts

The coverage amounts, which are based on the formula chosen and indicated in the Special Provisions, are per insured person.

Formule	A	B	C	D	E
<b>Death</b>	4 575 euros	7 625 euros	11 435 euros	15 250 euros	22 870 euros
<b>permanent disability</b>	4 575 euros	7 625 euros	11 435 euros	15 250 euros	22 870 euros
<b>medical expenses</b>	305 euros	305 euros	610 euros	610 euros	610 euros



## 1. Coverage Amounts (continued)

	Formula	F	G	H
<b>Skipper and owner outside</b>	Death	22 870 euros	22 870 euros	22 870 euros
	permanent disability	22 870 euros	22 870 euros	22 870 euros
	medical expenses	610 euros	610 euros	610 euros
<b>only one person : Skipper or Owner</b>	Death	75 000 euros	150 000 euros	200 000 euros
	permanent disability	75 000 euros	150 000 euros	200 000 euros
	medical expenses	610 euros	610 euros	610 euros

## 2. Loss or Damage

### > What should you do in the event of a loss

If the accident causes you to be permanently disabled or reimbursed for medical expenses, the loss or damage must be reported to us within 5 business days from the time you become aware of it.

However, in the event of a death, your beneficiaries have 30 business days from the time they learn the loss or damage.

In addition to the other obligations listed in the General Provisions, you must :

- Tell us how many individuals were onboard the insured boat at the time of the loss or damage, along with the identity of each of them, including their full name and address, and the name of the individual who caused the accident or is liable for it.
- Provide us with all documentation, such as :
  - medical statements, bills, and orders necessary to evaluate the loss or damage and to calculate the amount we must pay,
  - for a death, the death certificate and a certificate stating the cause of death.

### > Special Provisions

#### 1. Exam and monitoring

- We reserve the right to have you examined, at our expense, by our choice of doctor.
- You agree to allow this medical exam and to provide all of the necessary information to evaluate your file. If you would like, you may be accompanied by your choice of doctor.

#### 2. Medical expertise

- If there is a dispute over a medical matter, the dispute will be handed over to a privately agreed expert before resorting to legal action.

- We each choose an expert doctor who can settle the dispute. If there is a disagreement, they are joined by a third expert, and all three work together, with majority rule. Each party pays the fee for its own expert. The third-party doctor fees are divided equally between the two parties.

In the expertise operation, we assume that the victim has undergone regular medical treatment.

If otherwise, the conclusions shall be made based on the consequences that the loss or damage would have on an individual who had undergone regular medical treatment.

### > Average Clause

In the event of loss or damage involving this coverage, if the total number of individuals onboard the insured boat is greater than the number indicated in the coverage formula you have chosen, as specified in the Special Provisions, the compensation payable to each victim will be reduced in relation to the number of individuals that have been transported.

### > Subrogation

Notwithstanding the provisions of the "SUBROGATION" section of the General Provisions, related to Death and Permanent Disability coverage, you or your beneficiaries may exercise their right to recourse against anyone responsible for the loss or damage.

### > Prescription

Notwithstanding the provisions of the "PRESCRIPTION" section of the General Provisions, the time period during which actions related to the contract may be executed after the triggering event is 10 years for the "Death" coverage for beneficiaries of the insured deceased individual.



# Schedule

## Permanente Disability

### > Disablement Rate Determination

The contract schedule shows only cases that are easy to define. In all other cases, the disablement rate is determined based on the conditions for applying the schedule, comparing the severity of the disablement to the severity in the provided cases.

If consolidation has not occurred a year after the accident, we will pay you, at your request, an amount equal to one-fourth of the maximum allowable compensation. It is your responsibility to claim this compensation.

### > Conditions for Applying the Schedule

- 1. We determine the disablement rate for disabilities not included in the schedule by comparing their severity to the listed cases, without involving the victim's professional activity.**
- 2. The final rate for an already-injured limb or organ is the difference between the rate determined by the schedule, its application conditions, and the disablement rate before the accident.**
- 3. If it is medically determined that the insured is left-handed, the disablement rate for the upper-right limb applies to the upper-left limb, and vice versa.**
- 4. If the accident causes several disabilities, the disablement rate used for calculating the amount to be paid will be calculated by applying the method used by Social Security to the schedule rate to determine the disablement rate for a work-related accident.**
- 5. Total or partial functional disability of a limb or organ is treated as its total or partial loss.**
- 6. Applying the schedule assumes that the victim has undergone regular medical treatment. If otherwise, the rate shall be determined based on the consequences that the loss or damage would have on an individual who had undergone regular medical treatment.**



<b>Head</b>		
	<b>Disablement Rate</b>	
Total incurable insanity	100 %	
Post-traumatic epilepsy :	50 %	
- 1 seizure/day	25 %	
- 1 to 2 seizures/month		
Total loss of eyes or decreased vision in both eyes to less than 1/20 <sup>th</sup>	100 %	
Total loss of one eye or decreased vision in one eye to less than 1/20 <sup>th</sup>	25 %	
Decreased visual acuity in one eye to :	20 %	
- 1/20 <sup>th</sup>	17 %	
- 1/10 <sup>th</sup>	13 %	
- 2/10 <sup>th</sup>	7 %	
- 3/10 <sup>th</sup>	4 %	
- 4/10 <sup>th</sup>		
If an accident affects both eyes, the disablement rate is calculated from the disablement rate for the eye whose visual acuity is the lowest, increased by twice the visual acuity of the other eye. It is fully understood that visual acuity will always be measured with optimal correction.		
Total bilateral deafness, uncorrectable	30 %	
Total unilateral deafness, uncorrectable	5 %	
Post-concussive syndromes, by degree of subjective disorder	2 à 5 %	
Permanent post-traumatic torticollis	4 %	
<b>Disability Affecting Both Limbs</b>		
Total loss of use of both arms or both hands	100 %	
Total loss of use of both legs	100 %	
Total loss of use of one arm (or one hand) and one leg	100 %	
<b>Upper Limbs</b>		
	<b>Right</b>	<b>Left</b>
Total loss of arm	65 %	55 %
Total loss of forearm (elbow disarticulation)	60 %	50 %
Total loss of shoulder movement	30 %	25 %
Total loss of wrist movement (straight ankylose)	12 %	10 %
Total loss of wrist movement (any other position)	20 %	15 %
Total loss of hand (radiocarpal disarticulation)	55 %	45 %
Total loss of thumb	18 %	15 %
Total loss of index finger	12 %	10 %
Total loss of middle finger	6 %	5 %
Total loss of ring finger	5 %	4 %
Total loss of little finger	4 %	3 %
Total ankylosis of the elbow (in favorable position, forming a fixed angle with the forearm of between 70° and 110°)	20 %	15 %
Total ankylosis of the elbow (in unfavorable position, forming a fixed angle with the forearm outside of the specified limits)	30 %	25 %
Ankylosis of the thumb, total	12 %	10 %
Ankylosis of the thumb, partial (ungual phalange)	7 %	5 %
Total paralysis of upper limb	60 %	50 %
Paralysis of the circumflex nerve	20 %	15 %
Total paralysis of the arm's median nerve	40 %	30 %
Total paralysis of the wrists's median nerve	15 %	10 %
Total paralysis of the arm's ulnar nerve	20 %	15 %
Total paralysis of the wrists's ulnar nerve	10 %	8 %
Total paralysis of the radial nerve (paralysis of extensors)	30 %	20 %



<b>Lower Limbs</b>	
	<b>Disablement Rate</b>
Total loss of a lower limb (amputation in the upper third or higher)	55 %
Amputation of leg	40 %
Total loss of hip movement	30 %
Knee disarticulation	45 %
Amputation of foot above malleolus	35 %
Tibio-tarsal disarticulation	32 %
Partial amputation of a foot, including all of the toes and metatarsals	20 %
Shortening of a limb by 7 cm	15 %
Shortening of a limb by 5 cm	10 %
Shortening of a limb by 3 cm	5 %
Loss of big toe	6 %
Total loss of all toes	10 %
Total ankylosis of knee (straight or with a maximum 45° angle with the limb)	20 %
Total ankylosis of knee (in unfavorable position, forming an angle greater than 45° with the limb)	30 %
Total ankylosis of tibio-tarsal articulation	15 %
Paralysis of sciatic nerve trunk	30 %
Paralysis of external popliteal sciatic nerve	20 %
Paralysis of internal popliteal sciatic nerve	15 %
<b>Thoracic Spine</b>	
Fracture of the cervical vertebral column (without spinal cord injury)	10 %
Fracture of the dorsal or lumbar vertebral column with contracture and significant discomfort (without spinal cord injury)	20 %
Simple radiological compression with medium discomfort	10 %
Post-traumatic lumbago	4 %
Fracture of clavicle with clear effects :	
- Right	4 %
- Left	2 %
Multiple fractures of sides with major effects	1%





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