

## BOAT RENTAL DEPOSIT INSURANCE

General terms and conditions

CONTRACT NO. ORD120790J5R2

Group insurance contract with optional individual membership through Gritchen Affinity, hereinafter referred to as the "Managing Broker", whose head office is located at 27 rue Charles Durand CS70139 18021 BOURGES cedex, with SOLUCIA Service et Protection Juridiques, 111 avenue de France - CS 51519 - 75634 Paris Cedex 13, SA with a Board of Directors and Supervisory Board and capital of 9,600,000 euros, registered with the Paris Trade and Companies Register under number 481 997 708 - is subject to supervision by the Autorité de Contrôle Prudentiel et de Résolution, 4 place de Budapest - CS 94256 - 75436 Paris cedex 09.

### Preamble

When the Boat is reserved, the Charterer is informed of the amount of the Deposit corresponding to his reservation.

As a reminder, the security deposit covers any damage caused to the rented boat during the rental period, particularly in the event of an accident. The security deposit will be deducted, where applicable, from the credit card given as a guarantee at the time of Reservation. The Booking Platform cannot in any way guarantee the Hirer's solvency.

The Tenant has the option of taking out additional "Refund of Security Deposit in the event of a Claim" insurance provided by **SOLUCIA Services et protection juridiques** and offered by the Reservation Platform.

Insurance may be taken out by the Tenant from the time of confirmation of the rental until the effective date of the Rental Contract.

### INSURANCE CLAIM

In the event of an Accident giving rise to the Retention of the Security Deposit, the Insured must contact Gritchen Affinity as soon as he/she becomes aware of it and at the latest within 5 days of the Loss.

If the Insured is late in declaring the Claim and this delay causes prejudice to the Insurer, the latter may refuse to intervene.



By post:  
Gritchen Affinity  
Claims department  
27 rue Charles Durand - CS70139  
18021 BOURGES Cedex

WWW

Online :  
[www.declare.fr](http://www.declare.fr)



By mail :  
[sinistre@declare.fr](mailto:sinistre@declare.fr)

The Insured must provide the following supporting documents in order for the claim to be paid:

- A copy of the Rental Contract
- A copy of the inventory of fixtures when you take possession of the boat and when you return it.
- A copy of your sea license or river license, where these are compulsory.
- A detailed accident report, a copy of any amicable settlement signed with a third party, or a copy of the report at sea.
- Copy of complaint in case of vandalism or hit-and-run by a responsible third party
- A copy of the receipted invoice for the cost of repairs justifying the amount actually retained for the Damage and for which the Renter holds the Hirer responsible.

## 1/ Definitions specific to the "Refund of Security Deposit in the event of a Claim" guarantee :

### Accident :

Accident characterized by material damage resulting either from external impact to the boat, with a fixed or moving body, or from fire or explosion affecting the boat.

### Yacht Charter / Reservation Contract :

Contract for the reservation of a boat between the Charterer and the Charterer via the Reservation Platform.

### Security deposit :

Monetary guarantee drawn on the bank account of the Hirer having given his agreement to this effect at the time of the Boat Reservation. It is intended to compensate the Boat Owner in the event of damage to the boat or failure by the Charterer to meet his contractual or legal obligations. The amount is defined in the Rental Contract.

### Franchise :

Tenant's share of the claim

### Tenant / Insured / Policyholder :

The natural person or legal entity having subscribed to this guarantee at the time of booking and designated as such on the Rental Contract.

### Renter/Owner :

The natural person or legal entity making its boat available to the Renter and designated as such on the Rental Contract.

### Reservation Platform :

Samboat

Claim: Retention of the Security Deposit by the Renter following an Accident.

## 2/ Purpose of the warranty

The purpose of this insurance is to guarantee the Insured reimbursement of the Security Deposit, provided for in the Rental Contract, effectively retained by the Renter solely in the event of an Accident occurring during the rental period, within the limits of the coverage ceilings defined below and subject to the conditions and exclusions stipulated below.

**If the Rental Firm withholds the Security Deposit for any reason other than an Accident, the guarantee will not be acquired.**

## 3/ Guarantee amount

The amount covered under the "Refund of Security Deposit in the event of a Claim" guarantee is equal to the portion of the Security Deposit actually withdrawn and retained by the Hirer.

It is agreed that, in any event, this amount may never exceed €5,000 per Rental Contract, less an **Excess** equal to 10% of the amount of the Loss, with a minimum of €200 and a maximum equal to 10% of the amount of the Security Deposit.

## 4/ Warranty conditions :

- Rentals must be made through the Reservation Platform;
- The rental must be limited to leisure activities, without transporting third parties for payment;
- The Hirer must hold a sea licence (except for sailboats) or a compulsory river licence;
- The Hirer must comply with local navigation regulations;
- The Insured must carry out a joint inventory of fixtures when taking possession of the boat and when returning it.

## 5/ Exclusions from the "Refund of deposit in the event of a claim" guarantee

### Claims resulting from :

- **The Renter's participation in a race, cruise or regatta;**
- **A breakdown (mechanical incident); accidental consequences of a breakdown are covered by the warranty;**
- **Theft or loss of equipment and fittings, except where the anchor has been lost as a result of an accident;**
- **Damage to the spinnaker or the boat's ancillary equipment (beeper, dinghy, dinghy engine) or any other mechanical or electrical instrument when not related to a Loss;**
- **Damage caused by an intentional act on the part of the Tenant;**
- **Use of the boat in contravention of the Maritime Code or the rules of the Rental Contract as well as the Owner's operating instructions;**
- **Damages in the event of no inventory of fixtures on departure and arrival;**
- **Damage caused to a third party or suffered by a responsible third party, as well as the costs inherent in a rescue or assistance operation;**
- **Damage caused by storms following a recommendation not to go to sea by the competent authorities;**
- **Damage resulting from subletting;**
- **Damage resulting from navigation in an area closed to the public;**
- **Damage caused while driving with an expired, suspended or withdrawn driver's license, when the Rental Contract stipulates that this is compulsory.**

## 6/ Territoriality

These warranties apply worldwide.

## 7/ Commencement and end of coverage

This warranty takes effect upon TAKING POSSESSION OF THE BOAT as defined in the Rental Contract and ends upon RETURN OF THE BOAT, as defined in the Rental Contract.

## 8/ Prescription

In application of article L114-1 of the French Insurance Code, any action deriving from the present contract is time-barred two years after the event giving rise to it. This period is extended to ten years for death benefits, with actions by beneficiaries being time-barred no later than thirty years from the event giving rise to the claim.

However, this period does not run :

- in the event of concealment, omission, false or inaccurate declaration concerning the risk, only from the day the Insurer became aware of it;
- in the event of a claim, only from the date on which the interested parties became aware of it, if they can prove that they were unaware of it until then.

When the Insured's action against the Insurer is based on the recourse of a third party, this limitation period runs only from the day on which the third party took legal action against the Insured or was compensated by the Insured.

In accordance with article L 114-2 of the French Insurance Code, this limitation period may be interrupted by one of the following ordinary causes of interruption:

- Recognition by the debtor of the right of the person against whom he is prescribing (article 2240 of the Civil Code);
- A legal claim, even in summary proceedings, until the proceedings are extinguished. The same applies if the claim is brought before an incompetent court, or if the act of bringing the claim before the court is annulled due to a procedural defect (articles 2241 and 2242 of the Civil Code). The interruption is null and void if the plaintiff withdraws his claim or allows the proceedings to lapse, or if his claim is definitively rejected (article 2243 of the Civil Code);
- A precautionary measure taken in application of the Code of Civil Enforcement Procedures or an act of forced execution (article 2244 of the Civil Code).

Please note that :

The interpellation made to one of the joint and several debtors by a legal demand or by an act of forced execution, or the recognition by the debtor of the right of the person against whom he was prescribing, interrupts the prescription period against all the others, even against their heirs.

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

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

The interpellation or acknowledgement of the principal debtor interrupts the prescription period against the guarantor (article 2246 of the French Civil Code).

The limitation period may also be interrupted by :

Appointing an expert following a claim;  
Sending a registered letter with acknowledgement of receipt (addressed by the Insurer to the Insured in the case of an

action for payment of the premium, and addressed by the Insured to the Insurer in the case of settlement of the claim).

## 9/ Subrogation

The Insurer who has paid the indemnity is subrogated, up to the amount of this indemnity, in the rights and actions of the Insured against third parties who, by their act, have caused the damage which gave rise to the Insurer's cover (article L 121-12 of the French Insurance Code).

The Insurer is discharged from its liability to the Insured insofar as this subrogation can no longer be carried out in its favor by the Insured. The Insurer has a claim for reimbursement against the Insured.

The Insurer may expressly waive its right of recourse against the liable third party.

Unless otherwise agreed, the insurer retains the right to take recourse against the insurer of the liable party.

The Insurer has no recourse against the Insured's employees, descendants, ascendants, relatives in the direct line and any person usually living in the Insured's household.

## 10/ Multiple insurances

In application of article L 121-4 of the French Insurance Code, if several insurance policies have been taken out to cover the same risk in a non-intentional and non-fraudulent manner, each insurance policy produces its effects within the limit of the amount covered by the Contract. The Insured must inform all the Insurers concerned. The Insured may choose the insurer of his choice.

Fraud is punishable by law and may result in the payment of damages and interest, in accordance with the provisions of the French Insurance Code.

## 11/ Applicable penalties

**Any fraud, concealment or intentional misrepresentation on the part of the Insured concerning the circumstances or consequences of a claim will result in the loss of all rights to benefits or compensation for this claim.**

## 12/ Claims and Mediation

In the event of disagreement or dissatisfaction with the implementation of your contract, or the handling of your claim, we invite you to make it known to GRITCHEN by writing to [reclamations@gritchen.fr](mailto:reclamations@gritchen.fr).

The relevant departments will acknowledge receipt of your complaint within 10 working days of the date of dispatch and will investigate your complaint in order to resolve your dissatisfaction.

Every effort will be made to provide You with a response within 10 working days of the sending of your written complaint; if this period is extended, You will be kept informed of the progress of the processing of the complaint within the same period, but the time taken to process the

complaint may not exceed two months from the sending of your written complaint.

If You are not satisfied with the response to Your claim, You may appeal to the Médiation de l'assurance :

- electronically: <http://www.mediation-assurance.org>
- by post :

LMA Insurance Mediation  
TSA 50110  
75441 Paris cedex 09

A free dispute resolution procedure will then be set up between You and Us with the aim of finding an amicable solution.

The Mediation officer is an independent authority outside the insurance company, who examines and gives an opinion on the settlement of disputes relating to the insurance contract.

The Mediation officer may be contacted if our company's internal procedures for handling complaints have been exhausted, or if we have failed to respond within two months of sending an initial written complaint.

Pursuant to Article 2238 of the French Civil Code, recourse to mediation suspends the limitation period for actions.

Suspension has the effect of temporarily halting the running of the limitation period, but does not cancel the period that has already run (article 2230 of the French Civil Code). The limitation period does not start running again, for a minimum period of six months, until the date on which the mediation procedure is declared complete.

Should this approach fail, you naturally retain all your rights to take legal action. Any dispute arising from the application of this contract shall be subject to the exclusive jurisdiction of the French courts.

Should this approach fail, you naturally retain all your rights to take legal action. Any dispute relating to the application of this contract shall be subject to the exclusive jurisdiction of the French courts.

If you take out your insurance policy online, as a consumer you have the option of using the European Commission's Online Dispute Resolution (ODR) platform by using the following link: <http://ec.europa.eu/consumers/odr>.

### 13/ Provisions relating to personal data

The data collected by SOLUCIA Service et Protection Juridiques, and by Gritchen Affinity, the data processors, is mandatory as it is necessary for the assessment, processing and execution of the contract subscribed to, the processing of claims, mediation and litigation, the preparation of sales statistics and technical studies, as well as the execution of our legal, regulatory and administrative obligations.

The treatments listed below are based on at least one of the following :

The execution of a contract to which the Insured is a party or the execution of pre-contractual measures taken at the Insured's request;

-Compliance with a legal obligation to which the Insurer and the Broker are subject;

-The legitimate interest pursued by the data controller, in particular the fight against fraud;

Where the processing is not based on any of the elements defined above, you will be asked for specific consent to the processing.

This data is processed by Gritchen Affinity and SOLUCIA Service Et Protection Juridiques and their staff in charge of the processing concerned. It may also be transmitted for these purposes only to insurers, reinsurers, insurance intermediaries, management delegates, lawyers, experts, court officers, ministerial officers, curators, guardians, investigators and health professionals, authorized professional bodies as well as to our service providers, Tracfin for the fight against money laundering and the financing of terrorism, the mediator and the authorities legally authorized to process your claims.

Your data is stored in compliance with our legal and regulatory obligations. Gritchen Affinity and SOLUCIA Service Et Protection Juridiques and its partners undertake to take appropriate technical and organizational measures to guarantee a level of security and confidentiality appropriate to the risk presented by the processing of your data and to notify the CNIL and inform you in the event of a breach of your data within the limits and conditions of Articles 33 and 34 of the RGPD.

In the context of contract and claims management, Gritchen Affinity and SOLUCIA Service Et Protection Juridiques may be required to process sensitive data, particularly relating to personal health. This data is processed in compliance with medical and professional secrecy, using technical and organizational security measures adapted to the sensitivity of the data. Specific and explicit consent will be requested for the collection and processing of personal data for these specific purposes.

If you have given your consent, we may transmit your data to our partners to receive their commercial proposals. Your personal data will be kept for the duration of your contract, for follow-up purposes, for the performance of the services provided and for the processing of any complaints. After termination of your contract, your personal data will be kept for a period that cannot exceed the statutory limitation period. A list of our partners is available on request from our Data Protection Officer.

For these purposes, your data is processed by us and by our service providers within the European Union. It may, however, be transferred outside the European Union. These



transfers are governed by data protection and security rules which can be sent to you on request by our Data Protection Officer.

In order to measure and improve our quality of service, your correspondence, faxes, e-mails and telephone conversations with our company may be analysed and recorded and may be subject to computer processing for which your data may only be communicated to Gritchen Affinity and SOLUCIA Service Et Protection Juridiques and will be kept for 6 months for this purpose.

In accordance with the French Data Protection Act no. 78-17 of January 6, 1978 as amended by Act no. 2004-801 of August 6, 2004, Act no. 2018-493 of June 20, 2018 on the protection of personal data (LPD) and Regulation (EU) 2016/679 (General Data Protection Regulation) of April 27, 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (RGPD), you have the right to access, rectify, delete (data that is inaccurate, incomplete, equivocal, out of date or whose processing would be unlawful), limit processing (in the cases provided for by law), object on legitimate grounds, , delete your personal data. You have the right to the portability of your data (in the cases provided for by law) as well as the right to define directives relating to the conservation, deletion and communication of this data after your death. Finally, you have the right to object to commercial prospecting at any time and free of charge.

To exercise these rights, please send an e-mail to :  
GRITCHEN AFFINITY: [conformite@gritchen.fr](mailto:conformite@gritchen.fr).

Or to

SOLUCIA SERVICE ET PROTECTION JURIDIQUES :  
[dpo.solucia@soluciaspj.fr](mailto:dpo.solucia@soluciaspj.fr)

Or by post to

SOLUCIA SERVICE ET PROTECTION JURIDIQUES  
Data Protection Officer  
111 avenue de France  
CS 51519 - 75634 Paris cedex 13 - France

You also have the right to register, free of charge, on the anti-solicitation list managed by Wordline. For more information, visit [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

In addition, to meet its legal obligations, our company has set up a monitoring system to combat fraud, money laundering and the financing of terrorism, and to apply financial sanctions. In accordance with the provisions of article L561-45 of the French Monetary and Financial Code, data processed in the context of the fight against money laundering and the financing of terrorism are kept for a period of 5 years.

However, if your request concerns the processing of personal data for the purpose of identifying persons subject to an asset freeze or financial sanction, in accordance with the French Data Protection Act no. 78-17 of January 6, 1978, as

amended, you may exercise your right of access by sending a letter together with a copy of both sides of your identity card to the above address.

You have the right to lodge a complaint with the CNIL on its website: [www.cnil.fr](http://www.cnil.fr) or by post at the following address: Commission Nationale Informatique et Libertés - TSA 80715 - 3 Place de Fontenoy- 75334 PARIS cedex 07, if you consider that the processing of your personal data constitutes a breach of regulations relating to the protection of personal data.

#### **14/ Anti-money laundering**

Pursuant to the provisions of article L561-9 of the French Monetary and Financial Code (CMF), Solucia Service et Protection Juridiques' products and services present a low risk with regard to regulations concerning the fight against money laundering and the financing of terrorism, and are therefore subject to a reduced level of vigilance as long as there is no suspicion of money laundering or the financing of terrorism.

Solucia Service et Protection Juridiques has put in place a due diligence procedure aimed at gathering the information required to know its customers (article L561-5 CMF), the nature of contractual relations (L561-5-1 CMF) and, where applicable, the beneficial owners of services. It complies with all legal and regulatory obligations relating to the fight against money laundering and the financing of terrorism.

As such, it is obliged to declare to the competent authority any sums entered in its books or transactions involving sums which it knows, suspects or has good reason to suspect originate from an offence punishable by a custodial sentence of more than one (1) year or are linked to the financing of terrorism.

#### **15/ Fight against fraud**

Solucia Service et Protection Juridiques has set up a system to detect and combat insurance fraud.

Fraud is defined by ALFA (Agence pour la lutte contre la fraude à l'assurance) as "a deliberate act or omission designed to obtain an illegitimate benefit from an insurance contract".

Any attempt at fraud or proven fraud on the part of an Insured will result in the coverage lapsing and will give rise to legal proceedings, in particular for the recovery of any benefits unduly paid.

#### **16/ Information document for exercising the right of renunciation provided for in article L. 112-10 of the French Insurance Code (Code des assurances)**

You have the right to cancel this contract within thirty days (calendar days) of its conclusion, free of charge or penalty. However, if you benefit from one or more insurance premiums offered to you, so that you do not have to pay a premium for one or more months at the start of the contract,

this period runs only from payment of all or part of the first premium.

The exercise of the right of renunciation is subject to the following four conditions:

- 1- You have taken out this contract for non-business purposes;
- 2- This contract complements the purchase of a good or service sold by a supplier;
- 3- The contract you wish to cancel has not been fully executed;
- 4- You have not reported any claim covered by this policy.

In this situation, you may exercise your right to cancel the contract by sending a letter or any other durable medium to the contract insurer. The insurer is obliged to reimburse the premium paid within thirty days of your waiver.

In addition, to avoid duplication of insurance cover, we recommend that you check that you are not already covered by a policy covering one of the risks covered by the contract you have taken out.

If you wish to cancel your policy but do not meet all of the above conditions, in accordance with article L112-2-1 of the French Insurance Code, you may cancel your policy within 14 days of taking out the policy, without having to give any reason, provided that :

- Your contract was concluded at a distance or as a result of cold calling
- For a period of more than 1 month,
- If the contract has been fully executed by both parties at your express request before you renounce your contract.

#### **Additional information:**

The waiver letter, a model of which is provided below for the exercise of this right, must be sent by letter or any other durable medium to Gritchen Affinity - 27, rue Charles Durand - CS70139 - 18021 Bourges :

"I, the undersigned M....., residing at ....., hereby renounce to my contract N°..... subscribed with SOLUCIA Service et Protection Juridiques in accordance with article L 112-10 of the Code des Assurances. I certify that I am not aware, at the date of dispatch of this letter, of any claim involving a guarantee under the contract."

#### **Consequences of renunciation :**

We will reimburse You all insurance premiums paid within a maximum of thirty (30) completed calendar days from receipt of Your request for cancellation, provided that no claim has been made or is in the process of being made and that no event likely to give rise to a Claim has occurred.

If you exercise your right to cancel, your policy will be cancelled from the date of receipt of the letter or other

durable medium. As soon as you become aware of a claim under the policy, you can no longer exercise your right to cancel. The full amount of the premium or contribution remains payable to the insurance company if you exercise your right of waiver during the 30-day waiver period.