

**Excess buy-back Contract "Infiniterc" 2AM n° 2014/75167515**

**1 Insurance cover**

The Insurer covers the insured for the reimbursement of the excess left in charge of the Insured as respects material damages to the bareboat rented resulting from one of the events indicated hereafter :

- collision with another ship involving the third party liability of the charter boat within the limits of the deductible third party liability contractually agreed by the insurer of the ship,
- External damage to the bareboat resulting from an impact with a fixed or mobile body,
- Accidental impact of the anchor to the hull of the boat,
- Fire, explosion, or forces of nature of an exceptional magnitude causing damages to the boat,
- Damages to or loss of the annex and/or its motor and non fixed elements of the boat,
- Damages to and accidental ripping of the sails occurred while sailing with winds not above Number 8 on the Beaufort scale (wind or wave height).

Damages must mandatorily be mentioned on the official logbook and be confirmed through a declaration to the rental company as soon as the boat is given back, At the risk of forfeiture of guarantee, and to the broker Administrator within 5 working days.

The damages must have been caused solely by the skipper or by the Person in charge named on the Certificate to a bareboat rented to duly agreed rental company.

**2 Effective date, duration, and termination of coverage**

The policy must be concluded at the time of booking the trip or the boat rental and at the latest after a 15 days cooling-off delay after signature.

However in case of a specific requirement to the broker administrator by way of a hand written letter, the cover might be granted at the date of the requirement, after study.

**Duration of the insurance cover**

The cover is granted for the period of time the boat is rented, as indicated on the Certificate, and provided that the insurance premium has been paid in full at the date the cruise starts.

**3 Maximum liability, limitations and excess amount in charge of the insured**

**3.1 Maximum liability**

The maximum liability of the Insurer is limited to the amount of the contractual excess amount specified into the rented boat insurance policy.

- For the civil liability of the charter boat, up to 3.000 € per claim.
- For the damages of the bareboat, up to 10.000€.

**3.2 Excess amount in charge of the insured**

- The deductible in charge of the insured equals to a maximum of 500 € by claim for civil liability and/or damages to the boat.
- In case of a race with crew, the minimum deductible is upgraded to 40% of the total damages with a minimum of 500 €.

**4 Territorial limits**

Coverage or benefits under the present contract apply everywhere in the world.

**5 Exclusions**

The insurance coverage will not be granted under the following circumstances:

- in case of use during a regatta with crew, the civil liability of the bareboat.
- Damages that have not been recorded in the log book, the latter having to be maintained mandatorily up to date during the period of the boat rental ;
- Damages occurred in case of piloting by the skipper of a boat of a mixed nature without a valid licence or certificate, in case the skipper trespasses the navigation zone as defined in the Navigation Licence or trespasses the navigation zone corresponding to the actual fitting out, unless engaged in a case of assistance ( law of July 7 th 1967), does not comply with the Nautical Code as respects nautical instructions or its annexes, and any local instructions ;
- Damages occurred during races or solo races, or record breaking attempts ;
- Any intentional, criminal or illegal act by the insured person ;
- Partial or total theft, or boat-jacking ;
- In case of material deficiency caused by wear and tear or normal use, when the boat is sailed under normal circumstances ;
- Consequences of war or civil war, riots, lock-outs, insurrections, and ionising radiations or contaminations by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel ;

- In case the contract has no excess or no security deposit.

In addition to the above, no coverage shall be granted f under the following circumstances:

- When, before the departure of the cruise, the official checking of the boat and the inventory have not been made and recorded in the log book ;
- When the Person in charge notices, after the official checking of the boat, any deficiencies recorded on the log book that have not been repaired before the departure of the cruise.

## 6 Insurance premium

Coverage by this policy is granted in exchange of a premium paid in total for the full period of time, amounting to 7% -taxes included - of the deductible coverage, and subject to a minimum of 380 €.