



BOAT RENTAL SECURITY WARRANTY

Warranty note valid as general conditions

CONTRACT No. 11703456

Optional individual membership agreement through Gritchen Affinity, Manager Broker with registered offices at Axeria Insurance Centre, 27 rue Charles Durand CS70139 18021 BOURGES Cedex, head offices at Axeria Business Centre , 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta ("the Insurer"), registered in Malta No. C 55905, a company governed by the Insurance Business Act (Cap.403 of the Laws of Malta) under the Malta Financial Services Authority, located at Notabile Road, Attard, BKR 3000, Malta.

Preamble

When booking the Boat, the Charterer is sent the amount of the deposit for which he will be liable in case of claim. It will be levied, in case of claim, and this, whatever the cause, on the credit card given as a guarantee at the time of the Reservation. It covers any damage caused during the rental, namely the amount of repairs, fuel level defects, rental delays, expert fees, insurance deductibles, handling fees and any other sum in compensation for damages suffered. The Company cannot in any way guarantee the creditworthiness of the Charterer.

The Charterer can take out additional insurance of "Refund of the deposit in case of incident" insured by Axeria Insurance and proposed by Samboat through its platform.

The insurance can be subscribed by the Charterer from the confirmation of the lease until the effective date of the lease.

DECLARATION OF THE INCIDENT

In the event of an incident following the retention of the Security Deposit by Samboat, the insured must contact

Gritchen Affinity as soon as it is known and at the latest within 5 days of the incident.



By letter:

**Gritchen Affinity
Service Sinistre
27 rue Charles Durand – CS70139
18021 BOURGES Cedex**

WWW

Online:

www.declare.fr



By email:

sinistre@declare.fr

For the Deposit to be covered, the Insured must provide the following proofs:

- The copy of the rental agreement
- The copy of the inventory upon taking possession of the boat and return of the boat
- The detailed statement of the incident or the copy of any amicable report signed with a third party
- The copy of the complaint in case of vandalism or in case of hit and run of a responsible third party
- The copy of the invoice paid for the cost of the repairs justifying the amount paid as a result of the insured loss under the "Refund of the deposit in case of incident" contract and for which the Boat Owner holds the Charterer responsible
- The copy of the sea captain's licence or the boating licence for inland waters when they are obligatory.

1/ Definitions specific to the guarantee "Refund of the deposit in case of incident":

The Charterer / the Insured/ the Policyholder
The natural person who has taken out this warranty on the Samboat website and designated as such on the Rental Agreement.

Security deposit – Guarantee:

Pecuniary guarantee taken in the event of a claim on the bank account of the tenant having agreed to this effect. It is intended to compensate the owner in case of deterioration of the boat or in case of loss of equipment items. The amount is defined in the rental agreement.

Deductible:

Amount retained by the Owner in the event of a claim that is deducted from the amount of damage suffered by the boat and corresponding to the amount withheld by the owner's damage insurance.

Residual non-redeemable deductible:

Part of the claim remaining to be paid by the Charterer

Incident:

Reported accident having caused material damage resulting either from external shocks to the ship from a fixed or moving body, or fire or explosion affecting the ship.

2/ Purpose of the Warranty

The purpose of this insurance is to guarantee the Insured the reimbursement of the Security Deposit provided for in the rental agreement in the event of an Incident occurring during the rental period, within the limits of the guarantee ceilings hereinafter defined and subject to the conditions and exclusions stipulated below

3/Amount of the Warranty

The amount of the coverage of the "Reimbursement of the deposit in the event of incident" guarantee is equal to the amount of the actual damages, capped at the amount of the deductible provided for by the Contract of Charter in the event that an incident is covered.

It is agreed that in any case, this amount can never exceed € 5,000 per lease less a **Residual non-redeemable deductible** equal to 10% of the amount of the claim, with a minimum of € 200 and a maximum equal to 10% of the amount of the deposit.

4/ Warranty terms and conditions:

- The rental must be done through the Platform <http://www.samboat.fr>;
- The rental must be limited to leisure activities, without transportation of third parties for a fee;
- The Charterer must hold the sea captain's licence (except for sailing boats) or the compulsory boating licence for inland waters;
- The Charterer must respect the local rules of navigation;
- The Insured must make, in application of article 7 of the Samboat General Terms and Conditions of Use, a joint

inventory of the boat upon taking possession of the boat as well upon returning it.

5/ Exclusions to the "Refund of the deposit in case of incident" guarantee

The following are not covered:

- The Charterer's participation in a race, cruise or regatta;
- A breakdown (mechanical incident); it being specified that the accidental consequences of a breakdown fall within the scope of guarantees;
- Theft or loss of equipment and fittings;
- Damage to the spinnaker or related equipment of the boat (boat remote, dinghy, dinghy engine) or any other mechanical or electrical instrument when these are not related to a Loss;
- Damage due to the Charterer's voluntary act;
- Use of the boat in contravention of the Maritime Code or the rules of the rental agreement and the regulations governing the use of the Boat Owner;
- Damage in case of absence of inventory at the start and finish;
- Damage caused to a third party or suffered by a responsible third party, as well as the costs of a rescue or assistance operation;
- Damage caused in the event of a storm following a recommendation not to go to sea by the authorities with jurisdiction;
- Damage resulting from subletting;
- Damage resulting from navigation in an area closed to the public (militarized, etc.);
- Damage resulting from navigation with an expired, suspended or revoked license, where the rental agreement stipulates its mandatory nature.

6/ Territoriality

The present warranties apply in mainland France, in the Overseas Departments and Regions as well as in the countries of the European Union and Switzerland.

7/ Effective date and end of warranty

The present warranty takes effect during the TAKING OF POSSESSION OF the BOAT as defined in article 7 of the Samboat General Terms and Conditions of Use and ends at the BOAT'S RETURN, as defined in article 7 of the Samboat General Terms and Conditions of Use.

9/ Statutory limitation

Any action deriving from the insurance contract is limited to two years from the event giving rise to it in the terms of Articles L114-1 and L114-2 of the Insurance Code, reproduced below:

However, this period shall not start:

- In the event of non-disclosure, omission, false or inaccurate statement of the risk incurred, as of the day when the insurer became aware of it

- In the event of an incident, only on the day when the persons concerned learned of it, if they prove that they did not know of it until then.

When the action of the insured against the insurer is the result of appeal by a third party, the statutory limitation period only runs from the day on which the third party instituted proceedings against the insured or was compensated by the latter.

The prescription may be interrupted by one of the ordinary causes of interruption, as well as in the following cases:

- The appointment of an expert following an incident;
- Sending a registered letter with acknowledgement of receipt;
- Action or summons;
- Notice of summons or seizure served on the person whom one wishes to prevent from exceeding the given time period.

10/ Subrogation

The Insurer who has paid the indemnity is subrogated, up to this indemnity, in the rights and actions of the Insured against the third parties who, by their doing, caused the damage which gave rise to the guarantee of the Insurer (Article L. 121-12 of the Code).

The Insurer is discharged of its warranty towards the Insured insofar as this subrogation can no longer, by virtue of the latter, operate in his favour.

The Insurer has a claim for repayment against the Insured.

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

Unless otherwise agreed, he retains the right to appeal against the insurer of the person in charge.

The Insurer has no recourse against the employees, descendants, ancestors, relations by marriage in the direct line of the Insured and any person who usually lives

11/ Multiplicity of insurance

Pursuant to Article L 121-4 of the Insurance Code, if several insurance policies have been taken out to cover the same risk unintentionally and not fraudulently, each insurance policy shall have its effects up to the amount of covered by the Contract. The Insured must inform all Insurers concerned. The Insured may retain the insurer of his choice. It is specified that the cases of fraud are punishable and liable to incur, in application of the sanctions envisaged in the code of Insurance, damages and interests.

12/ Applicable penalties

Any fraud, non-disclosure or intentional misrepresentation by the Insured about the circumstances or consequences of an incident will result in the loss of any right to benefit or indemnity for this incident.

13/ Provisions of the National Commission for Information and Freedoms

We inform you that the information collected is subject to processing for the management of this application and the commercial relationship. Some of this processing is likely to be performed by providers in or outside Europe. Unless you object, your data may also be used by the broker whose contact details appear on this document for the purpose of prospecting for the insurance products it distributes. In accordance with the respective law on information technology and freedoms, you have the right to access, modify, rectify, delete and oppose data relating to you by sending a written request to your broker.

As part of our risk management and anti-fraud policy, we reserve the right to carry out any check of the information and, if necessary, to seize the authorities that have jurisdiction in accordance with the regulations in force.

14/ Disputes

Any dispute between the Insured and the Insurer regarding the conditions of application of this contract will be subject to French law only.

15/ Anti-money-laundering

The checks we are legally required to carry out in the fight against money laundering and the financing of terrorism, in particular on cross-border capital movements, may lead us at any time to ask you for explanations or justifications, including the acquisition of insured property. You benefit from a right of access to data concerning you by sending a letter to the *Commission Nationale Informatique et Libertés* (CNIL).

16/ Information, advice and complaints

For all questions relating to the application of your contract, your preferred contact is Gritchen Affinity. If a dispute persists, you can appeal to the mediator through your usual contact. This last remedy is free. The mediator undertakes to provide his opinion within three months. His opinion is not binding, which leaves you free to ultimately bring proceedings in the relevant court.

In the event of disagreement concerning the application of the General and/or Specific Terms and Conditions of the contract, you can write to your Insurer, by letter to AXERIA Insurance Limited, Axeria Business Centre, 380, Level 2, Canon Road, Santa Venera, SVR 9033, Malta or by email: complaints.axeria@axeria.com.mt

Your situation will be studied with great care: an acknowledgement of receipt will be sent to you within 10 days and a reply will be sent to you within 2 months.

If you are not satisfied with the treatment of your dispute by the Insurer, you go before the: Office of the Arbiter for Financial Services, First Floor, St Calcedonius Square, Floriana FRN1530, Malta. Telephone +356 2124 9245. Email: complaint.info@financialarbiter.org.mt Website: www.financialarbiter.org.mt



The task of the Office of the Arbiter for Financial Services is to resolve disputes between consumers and financial companies. The Office of the Arbiter for Financial Services is the organisation that has jurisdiction for this type of appeal and may require the insurer to pay compensation to the consumer in the event that the appeal of the latter has a favourable outcome. The Office of the Arbiter for Financial Services is an independent body. The submission of a complaint does not affect the consumer's right to bring proceedings before the court having jurisdiction.