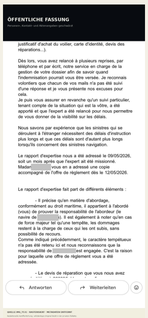
SANKARA - Press Kit

Public documentation of a collision claim: liability expressly acknowledged on 24 July, questioned again on 14 August; compensation and pre-loss value remain disputed

Updated: 14 August 2026 · Version 11.0.0
Case reference: SANKARA-2026-01-09
Press contact: Stefan · help@themaiffiles.fr

SANKARA before the collision

visibly damaged line ends



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justificatif d'achat du voilier, carte d'identité, devis des réparations...).

Dès lors, vous avez relancé à plusieurs reprises, par téléphone et par écrit, notre service en charge de la gestion de votre dossier afin de savoir quand l'indemnisation pourrait vous être versée. Je reconnais volontiers que chacun de vos mails n'a pas été suivi d'une réponse et je vous présente nos excuses pour cela.
Je puis vous assurer en revanche qu'un suivi particulier, tenant compte de la situation qui est la vôtre, a été apporté et que l'expert a été relancé pour nous permettre de vous donner de la visibilité sur les délais.

Nous savons par expérience que les sinistres qui se déroulent à l'étranger nécessitent des délais d'instruction plus longs et que ces délais sont d'autant plus longs lorsqu'ils concernent des sinistres navigation.

Le rapport d'expertise nous a été adressé le 09/05/2026, soit un mois après que l'expert ait été missionné. Madan[redacted] vous en a adressé une copie accompagné de l'offre de règlement dès le 12/05/2026.

Le rapport d'expertise fait part de différents éléments :

- Il précise qu'en matière d'abordage, conformément au droit maritime, il appartient à l'abordé (vous) de prouver la responsabilité de l'abordeur (le navire de[redacted]). Il est également à noter qu'en cas de force majeur tel qu'une tempête, les dommages restent à la charge de ceux qui les ont subis, sans possibilité de recours.
Comme indiqué précédemment, le caractère tempétueux n'a pas été retenu ici et nous reconnaissons que la responsabilité de[redacted]est engagée. C'est la raison pour laquelle une offre de règlement vous a été adressée.

- Le devis de réparation que vous nous avez

Antworten
Weiterleiten

QUELLE IMG_7531 · RASTERISIERT · METADATEN ENTFERNT

E17 · express acknowledgement

Executive summary

On 9 January 2026 SANKARA was forced against the quay in Argostoli harbour. The assessor text transmitted by MAIF says the damage is consistent with the described contact involving NAUSICAA. On 24 July MAIF expressly wrote: “Nous reconnaissons que la responsabilité de [name redacted] est engagée.” In the next sentence MAIF stated that this was why a settlement offer had been sent. On 14 August MAIF instead justified its final amicable offer of EUR 2,000 by saying that the breaking of the mooring lines had not been proved and referred the fault question, if necessary, to the Greek courts. Three published photographs show visibly torn or heavily frayed line ends in NAUSICAA’s mooring area. Separately, SANKARA’s valuation remains disputed: documented purchase price EUR 13,600, repair estimate about EUR 23,000, but an asserted pre-loss value of only EUR 1,000-2,000.

EUR 13,600 purchase price	**EUR 23,000** repairs	**EUR 2,000** MAIF offer	**ACKNOWLEDGED / QUESTIONED** liability position

01

Liability: what the sources actually show

Damaged vessel	SANKARA
Other vessel in documented collision sequence	NAUSICAA
Insurer	MAIF
Place / date	Argostoli, Kefalonia, Greece · 9 January 2026
Documented purchase price	EUR 13,600
Repair estimate	about EUR 23,000
Assessor’s pre-loss value	EUR 1,000-2,000
MAIF offer	EUR 2,000; described on 14 August as the final amicable offer
Liability status	expressly acknowledged in writing on 24 July; questioned again with contrary reasoning on 14 August

January/April: no acknowledgement yet

Liability-claim handling and appointment of the assessor under an express liability reservation did not by themselves amount to an acknowledgement.

May: no contradiction

On 27 May MAIF did not contradict my statement that liability in principle was established and argued only about the alleged vessel value.

24 July: express acknowledgement

MAIF expressly stated that its insured’s liability was engaged and identified this as the reason for its offer.

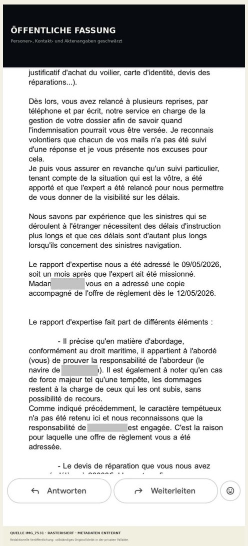
14 August: contrary reasoning

MAIF then said that the breaking of the mooring lines had not been proved and referred any decision on fault to the Greek courts.

The wording of 24 July is express. Whether and to what extent it has final binding procedural effect is a separate legal question.

02

Express acknowledgement and later contrary position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Comme indiqué précédemment, le caractère tempétueux n'a pas été retenu ici et nous reconnaissons que la responsabilité de [redacted] est engagée. C'est la raison pour laquelle une offre de règlement vous a été adressée.

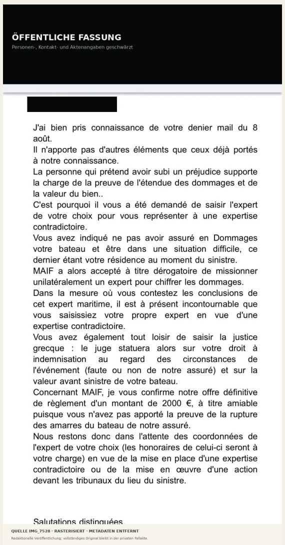
- Le devis de réparation que vous nous avez

Antworten · Weiterleiten

QUELLE IMG_7531 · RASTERISIERT · METADATEN ENTFERNT

Redaktionelle Veröffentlichung; vollständiges Original bleibt in der privaten Fallakte.

E17 · 24 July 2026 · express acknowledgement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[redacted]

J'ai bien pris connaissance de votre denier mail du 8 août.
Il n'apporte pas d'autres éléments que ceux déjà portés à notre connaissance.
La personne qui prétend avoir subi un préjudice supporte la charge de la preuve de l'étendue des dommages et de la valeur du bien..
C'est pourquoi il vous a été demandé de saisir l'expert de votre choix pour vous représenter à une expertise contradictoire.
Vous avez indiqué ne pas avoir assuré en Dommages votre bateau et être dans une situation difficile, ce dernier étant votre résidence au moment du sinistre.
MAIF a alors accepté à titre dérogatoire de missionner unilatéralement un expert pour chiffrer les dommages.
Dans la mesure où vous contestez les conclusions de cet expert maritime, il est à présent incontournable que vous saisissiez votre propre expert en vue d'une expertise contradictoire.
Vous avez également tout loisir de saisir la justice grecque : le juge statuera alors sur votre droit à indemnisation au regard des circonstances de l'événement (faute ou non de notre assuré) et sur la valeur avant sinistre de votre bateau.
Concernant MAIF, je vous confirme notre offre définitive de règlement d'un montant de 2000 €, à titre amiable puisque vous n'avez pas apporté la preuve de la rupture des amarres du bateau de notre assuré.
Nous restons donc dans l'attente des coordonnées de l'expert de votre choix (les honoraires de celui-ci seront à votre charge) en vue de la mise en place d'une expertise contradictoire ou de la mise en œuvre d'une action devant les tribunaux du lieu du sinistre.

Salutations distinguées,

QUELLE IMG_7528 · RASTERISIERT · METADATEN ENTFERNT

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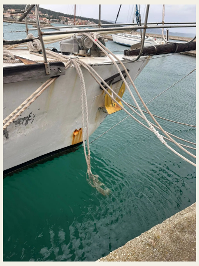
E16 · 14 August 2026 · later objection

Key wording of 24 July

“Nous reconnaissons que la responsabilité de [name redacted] est engagée. C’est la raison pour laquelle une offre de règlement vous a été adressée.”

IMG_6630



IMG_6631

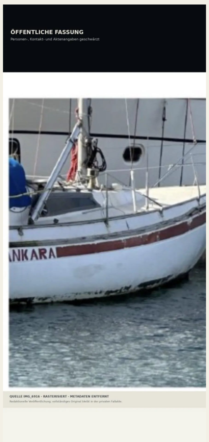
IMG_6632

Mooring photographs IMG_6630 to IMG_6632 show several visibly torn or heavily frayed line ends. They are directly relevant to MAIF’s later objection; capture time, precise line function and failure mechanism still require expert attribution.

03

Separate dispute: value immediately before the collision

BEFORE THE COLLISION · 8 January 2026



AFTER THE COLLISION / VALUATION MATERIAL

Purchase record

The transmission email of 30 March shows both contract pages attached. The assessor describes the version available to him as truncated and missing buyer, seller and vessel particulars. The public file does not establish where that discrepancy arose.

Valuation date

SANKARA had to be valued immediately before impact. No physical inspection by this assessor before the incident is documented.

Post-collision material

The reduction also relies on photographs of the already damaged vessel. Post-collision appearance should not be equated with pre-loss condition without a reasoned method.

Pre-loss records

A dated image from 8 January 2026, purchase, ownership, maintenance and equipment records, plus nine additional pre-collision photographs are available for reconstruction.

Market comparison

The public file identifies no transparent comparable vessels or market listings from which EUR 1,000-2,000 can be reproduced.

04

Claimed consequences and evidentiary boundaries

Home and use

SANKARA was my only home. Since the collision I say I can no longer rely on it as accommodation or as a cruising vessel.

Months of safeguarding

I report pumping and monitoring the vessel roughly every two days to prevent further deterioration or sinking.

Work and income

I worked as a sailing instructor, professional skipper and on vessel deliveries. I say pumping and monitoring prevented those assignments; causation and the amount of income loss require separate proof.

Health

Medical records supplied identify malnutrition and kidney problems. The dossier does not present a medical causal link with the collision or claim handling as established.

Consequential costs

Haul-out, berthing, safeguarding, possible removal, expert, legal and administrative costs are claimed but are not separately quantified in MAIF’s offer.

Every claimed consequence would have to be proved, legally attributed and valued separately. The publication distinguishes documented findings, my own account and unresolved causation questions.

05

Timeline - 26 points

Date	Status	Event	Evidence
1 June 2024	documented	I buy SANKARA for EUR 13,600 The purchase is documented in the private archive. Full ownership and identity documents are not published.	
8 January 2026	documented	A dated image shows SANKARA one day before the collision The image is timestamped 8 January 2026 at 13:07. It records the vessel's actual external condition immediately before the loss and is therefore central to any pre-loss valuation.	E13
9 January 2026	documented	Documented collision sequence: NAUSICAA forces SANKARA against the quay Photographs and the assessor text later transmitted by MAIF describe or confirm the technical consistency of this sequence. The physical contact is documented; legal liability is not thereby finally determined.	photos
25 January 2026	documented	MAIF handles the claim under its insured's liability cover MAIF says it will follow the German injured party’s claim under its insured’s liability cover. This documents liability-claim handling, not an express admission of liability.	E01
29 January 2026	documented	First major media transfer: eight files, about 300 MB A transfer confirmation records that incident videos and documents were downloaded.	E02
30 January 2026	documented	MAIF confirms receipt of the videos After an internal IT check, MAIF confirms successful receipt and additionally asks for maintenance records, proof of purchase, liability insurance and notice of haul-out.	E02
2 February 2026	documented	Second transfer: 41 files, about 90 MB A further download confirmation records the transfer of additional material.	E02
30 March 2026	documented	The email shows the repair quotation and both contract pages The transmission email shows both contract pages as attachments, together with the repair quotation and further vessel records.	E03
9 April 2026	documented	MAIF identifies the assessor - subject to an express liability reservation At the first direct contact, the assessor states that he was instructed subject to the most express reservations as to liability. That reservation weighs against treating the assessment itself as an admission.	E04
13 April 2026	documented	The assessor asks me to send the videos again He writes that MAIF had been unable to send the videos to him. I therefore transfer the material directly again.	E04
14 April 2026 - 15 April 2026	documented	Forty-seven files, about 200 MB, are transferred again The confirmations show download and preview of the material by the recipient.	E04
6 May 2026	documented	MAIF says it is still waiting for the report Almost four months after the incident, I still have no concrete valuation.	E05
12 May 2026	documented	Assessor finds the collision sequence consistent - no formal admission of liability Under “Analysis of Liability”, the assessor says the damage is consistent with NAUSICAA forcing SANKARA against the quay. In the same text he values SANKARA at EUR 1,000-2,000 using a purchase document described as truncated and post-collision photographs; MAIF offers EUR 2,000 against signature.	E06

05 · 2/2

Timeline - 26 points

Date	Status	Event	Evidence
19 May 2026	my position	I propose EUR 15,500 and state that liability is established My proposal consists of EUR 12,000 for the vessel and EUR 3,500 for removal or consequential costs. In the same letter I expressly assert that liability in principle is already established. That is my legal position, not an admission by MAIF.	E07
22 May 2026	my position	I challenge the document discrepancy and backward inference from post-collision material I focus my objection on the valuation basis and method because MAIF had not contradicted my earlier liability statement. The transmission email shows both contract pages; the assessor describes only a truncated version and reasons backwards from photographs taken after the collision.	E07
27 May 2026	documented	MAIF does not contradict my liability statement and argues only about value MAIF writes that its offer is based on the assessor's report and cannot exceed the vessel's real value. It does not correct the preceding assertion that liability was established. That reply itself still contains no express acknowledgement at that point; one follows on 24 July.	E07
4 June 2026	documented	I have my personal and financial situation officially recorded A declaration recorded at the municipality states that SANKARA was my only residence, was destroyed following the maritime incident, and that I have since had no independent income or other accommodation. I additionally explain the income position as follows: I worked as a sailing instructor and professional skipper and undertook delivery voyages elsewhere on vessels supplied by my clients. Because I had to keep pumping and monitoring SANKARA, I could no longer attend those assignments; I say my contracts were consequently terminated. E14 does not independently establish those occupational details, the terminations or their cause. Identity fields and signatures are fully redacted in the public version.	E14
15 June 2026	documented	Documents are sent to Greek authorities The archive records the transmission. The associated private identity and registry documents are not published on this website.	E08
10 July 2026	documented	A marine expert network reports no response from the insurer Without a formal instruction from the insurer, the technical investigation could not be pursued through that network.	E09
13 July 2026 - 17 July 2026	still open	MAIF announces a more detailed review The customer-relations unit announces a detailed response. In the same exchange I make serious allegations; those remain labelled as my allegations.	E10
14 July 2026	documented	I submit a complaint to the French supervisory authority Receipt is documented. The authority also explains that it does not determine the individual dispute. My submission is not a regulatory finding.	E11
24 July 2026	documented	MAIF expressly acknowledges its insured's liability MAIF writes: "Nous reconnaissons que la responsabilité de [name redacted] est engagée. C'est la raison pour laquelle une offre de règlement vous a été adressée." Liability is expressly acknowledged and identified as the reason for the offer. Any binding procedural effect is a separate question.	E17
27 July 2026	my position	I restate the documentary record and valuation errors I compare the two contract pages transmitted, the version described by the assessor as truncated, the lack of on-site pre-loss findings, post-collision photographs and the dated pre-collision image, and request an independent revaluation.	E12
28 July 2026	documented	SANKARA is hauled out for further documentation The photo series shows the hull, underwater body and visible condition ashore. It records condition but does not replace an independent survey.	photos
8 August 2026 - 9 August 2026	my position	I publish my appeal and send it to the participants After seven months without a workable resolution, I make the case public. The video is my account; this site separates it from documents and unresolved questions.	
14 August 2026	documented	MAIF questions the liability basis it had expressly acknowledged MAIF now maintains its final amicable offer of EUR 2,000 on the ground that the breaking of NAUSICAA's mooring lines has not been proved. It also refers to a possible court decision on the insured's fault. That contradicts the express acknowledgement of 24 July. Three photographs show visibly torn or heavily frayed line ends; their precise technical attribution remains to be assessed.	E16

06

Public evidence sets - 17 exhibits, 86 pages

ID	Date	Content	Pages
E01	25 January 2026	MAIF liability handling MAIF says it will follow the German injured party's claim under its insured's liability cover. This proves handling as a liability claim, not an express admission.	4 pages
E02	29 January 2026	Videos, photographs and records are transferred Transfer confirmations and MAIF email acknowledging videos, photos and documents.	6 pages
E03	30 March 2026	Repair quotation, both purchase-contract pages and vessel records The transmission email shows both contract pages as attachments. It also shows the repair estimate and a further vessel document as attachments.	1 page
E04	9 April 2026	Assessor contact and renewed media transfer The assessor states that he was instructed subject to express reservations as to liability. This sentence is central to the legal characterization of the later assessment.	13 pages
E05	6 May 2026	Waiting for the assessor report MAIF states that it is still awaiting the assessor report.	2 pages
E06	12 May 2026	Liability analysis, truncated purchase record, valuation method and EUR 2,000 offer The assessor says the damage is consistent with the described collision sequence. He also values SANKARA at EUR 1,000-2,000 on a documentary basis, after which MAIF transmits an offer of EUR 2,000.	3 pages
E07	19 May 2026	Objection to the document discrepancy and valuation I state in writing that liability is already established. MAIF does not contradict that statement in its reply and instead maintains EUR 2,000 by reference to the vessel’s supposed real value.	10 pages
E08	15 June 2026	Transmission to Greek authorities Record of transmission to Greek authorities; private originals remain withheld.	2 pages
E09	10 July 2026	Response from the marine expert network Response from a marine expert network concerning the absence of an insurer instruction or response.	2 pages
E10	13 July 2026	MAIF announces a further review MAIF announces a detailed review and response after renewed escalation.	7 pages
E11	14 July 2026	Submission to the French insurance supervisor My submission to the French supervisory authority and its standard receipt.	9 pages
E12	27 July 2026	Technical challenge to the document basis and backward valuation My technical statement sets out both issues. The transmission email shows both contract pages as attachments. The assessor describes the version available to him as truncated. The public record does not establish where that discrepancy arose. No pre-loss inspection is documented, while post-loss photographs were used to derive an alleged pre-loss value of EUR 1,000-2,000.	12 pages
E13	8 January 2026	Dated pre-incident image and separately identified post-collision comparisons Only pages 1 and 2 form the dated pre-incident evidence: the image and its metadata show 8 January 2026 at 13:07. Pages 3 and 4 instead show SANKARA after the collision, with visible damage to the stern area and stern rail. They are included solely as post-collision comparisons and do not evidence the vessel's pre-collision condition.	4 pages · 2 before / 2 after
E14	4 June 2026	Officially recorded declaration on my situation Redacted extract of an officially recorded declaration concerning housing, income and the consequences of the incident. I additionally explain that I had worked as a sailing instructor and professional skipper, undertaking delivery voyages elsewhere on vessels supplied by my clients; because pumping and monitoring SANKARA kept me from those assignments, I say my contracts were terminated. E14 records my statements about hardship; it does not independently establish those occupational details, the terminations, their cause, causation or liability.	1 page
E15	15 June 2026	NAUSICAA - registry and technical extracts Redacted and cropped extracts from historic French vessel papers for NAUSICAA. The public version retains the name, dates and technical particulars such as length, beam and tonnage; document numbers, ownership data and signatures remain concealed.	4 pages
E17	24 July 2026	MAIF’s express written acknowledgement of liability On 24 July MAIF expressly states: “Nous reconnaissons que la responsabilité de [name redacted] est engagée. C’est la raison pour laquelle une offre de règlement vous a été adressée.” Liability is therefore expressly acknowledged in MAIF’s claims position and identified as the reason for the offer. Whether and to what extent the statement has binding procedural effect is a separate legal question.	5 pages
E16	14 August 2026	Later contrary position: mooring-line breaks allegedly not proved On 14 August MAIF says that a Greek court may have to decide whether its insured was at fault and justifies its final amicable offer of EUR 2,000 by saying that the breaking of NAUSICAA’s mooring lines has not been proved. That position is in clear tension with the express acknowledgement of 24 July. Photographs IMG_6630 to IMG_6632 show visibly torn or heavily frayed line ends; their exact temporal and technical attribution remains for expert assessment.	1 page

Source base, editorial method and contact

The publication comprises 165 reviewed source files, 161 public derivatives, 86 permanently redacted document pages, 75 photographs and 4 highly sensitive unpublished sources. E17 adds five pages of MAIF’s letter of 24 July. Private third-party names, employee and assessor names, references, private contact details, signatures and sensitive identity data are redacted or withheld. Redactions are burned into new raster images; EXIF and GPS metadata were removed.

Editorial correction in version 11.0.0

Version 10.9.0 was too cautious after the earlier source review and stated that there was no express acknowledgement of liability. The newly evaluated 24 July letter contains an express acknowledgement. All language versions, press materials, summaries, file descriptions, source inventories and editorial logs were corrected accordingly and now present it together with the later contradiction of 14 August.

Website: themaiffiles.fr · Press: help@themaiffiles.fr · Editorial / legal: sailingrustybucket@gmail.com

07

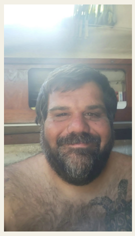
Stefan before the collision

These eleven personal photographs show my life before the loss - in harbour, aboard, at the helm and in the water. I released them for this case documentation. Exact capture dates are not publicly verified in the published files.


01 marina


02 at the helm


03 at sea


04 on board


05 by the sea

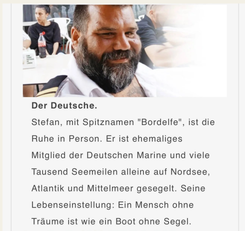

06 in the water


07 portrait


08 portrait


09 classic yacht helm


10 coastal helm



11 profile portrait

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