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## TERMS & CONDITIONS

*The following Terms & Conditions of Insurance set out the cover provided under the Sea Start Marine Breakdown Assistance Certificate. The cover described only applies if you have paid your insurance premium prior to inception of the Certificate. You should pay particular attention to the Terms, Definitions and Exclusions used in this Certificate.*

THIS IS TO CERTIFY THAT in accordance with the authorisation granted under Contract K03016/2011 to the Undersigned by the insurers, and in consideration of the Premium, the insurers are hereby bound to you for the benefits set out herein, subject to the Terms, Definitions, Exclusions and Conditions specified in this Certificate.

In witness whereof this Certificate has been signed in London by Mr N J R Eales of Sea Start Limited

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<b>Definitions:</b>	The following definitions apply throughout:
<b>Application Form:</b>	Shall mean the application form from the Company's leaflet or web site or the manuscript form completed by the Company's operatives during a telephone application.
<b>Breakdown:</b>	The failure of the Insured Vessel's motor propulsion unit and mechanical steering; the fouling of propulsion units or steering gear; lack of fuel causing the Insured Vessel to be immobilised or without means of manoeuvre.
<b>Company:</b>	Sea Start Limited
<b>Geographical Limit:</b>	Shore side breakdown service along the south coast of the UK and waterborne service from designated ports up to 3 miles offshore – for reference see the coverage map on the Company's web site: <a href="http://www.seastart.co.uk">www.seastart.co.uk</a> . In favorable conditions the waterborne service may be extended but may be subject to additional fees which will be advised before the service commences. In addition shore side service is provided in the principal Channel Islands and from significant ports on the Normandy and North Brittany coast.
<b>Insured:</b>	Shall mean "you" or "yours" being the person named in the Application Form and on this document.
<b>Insured Vessel:</b>	The pleasure craft, not exceeding 65 feet in length overall excluding tenders, other craft or equipment ancillary to such pleasure craft which may be separately insured if they themselves are eligible, described in the Application Form and on this Certificate.
<b>Insurer:</b>	This insurance is underwritten 100% by Kiln, Lloyd's Syndicate 510. The Lloyd's Managing Agent for Lloyd's Syndicate 510 is RJ Kiln & Co Ltd. R J Kiln & Co Limited, a subsidiary of Kiln Group Limited, is authorised and regulated by the Financial Services Authority and by Lloyd's of London. Kiln Group Limited is entered in the Register of Lloyd's Managing Agents. Registered in England number 2949032 and their Registered Office is at 106 Fenchurch Street, London EC3M 5NR. Authorised and regulated by the FSA and entered on its register under number 204909.
<b>Indemnity Limit:</b>	The cost of one hour of labour once in attendance at the Insured Vessel.
<b>Insurance Period:</b>	A period of 12 months commencing from the inception date of this Certificate.
<b>You / Yours:</b>	Shall mean the Insured person, domiciled in the United Kingdom, named in the Application Form and in this Certificate

***Please see overleaf***

## A. TERMS & CONDITIONS

The Company will provide 24 hour breakdown assistance service, subject to availability and conditions, to effect temporary or permanent repairs as a result of a Breakdown in order to mobilize the Insured Vessel. You are entitled to one hour's labour free of charge on each Breakdown.

If the Insured Vessel is stranded and cannot be made mobile within a reasonable time and if in the opinion of the Company's operative it would be prudent to do so given the prevailing wind, weather and tidal conditions, the Company's operative may offer to tow the Insured Vessel to a sheltered harbour or lee or to the nearest suitable port. If in the operative's opinion the prevailing conditions render an attempt at repair and/or tow unsafe or unwise, or if in his opinion there is potential danger to life and property, the operative shall be entitled, at his sole discretion, to notify HM Coastguard and/or other emergency services. Upon such notification the Company shall be deemed to have complied fully with its obligations hereunder and shall not be under any contractual duty to render further assistance.

The Company reserves the right to withdraw assistance in unsuitable or dangerous conditions such as poor visibility, strong tides, fog or other adverse weather.

This Certificate is limited to the benefits that include the first hour of labour free of charge towards the effecting of temporary or permanent repairs and/or the cost of towing whilst within the defined geographical limits to the nearest safe refuge. It includes attendance on your home berth and 'first aid' fouled propeller clearance.

**SAFEGUARDING YOUR PREMIUM AND CLAIM PAYMENTS:** Sea Start will pay the underwriting premium to insurers for this Certificate. We will hold any claim benefit that is due to you from the Insurer. In this capacity we are acting as authorized agents of the insurer.

## B. CANCELLATION / REFUND

**You have the right to cancel your Certificate and receive a refund for a period of 14 days from the date the contract was confirmed unless you have used the service. Thereafter there is no refund available.**

**If you wish to cancel your Certificate you should write to Sea Start Limited at Unit 13, Hamble Point Marina, School Lane, Hamble, Southampton SO31 4JD.**

**If the Company decides to terminate your Certificate, for instance because of abuse of the service, there will be no refund.**

## C. CONDITIONS

- 1) The Certificate applies only to the Insured Vessel as described on the Application Form and may be renewed, on prompt payment of the renewal fee as advised to you by the Company.
- 2) It is a condition precedent to liability that the Insured Vessel shall have been in a seaworthy condition immediately prior to the Breakdown occurring and provided further that the Insured Vessel is accessible to the Company's operatives either by land or by water.
- 3) In the event of the propeller being fouled beyond a first aid nature, the Company will refer the Insured to commercial diving companies, which should be engaged at the Insured's own expense.
- 4) All requests for assistance under this agreement must be made directly to the Company by calling 0800 885500. To improve our service we may monitor or record our calls with you. The Company will attend the call out to the Insured Vessel free of charge for up to a maximum of 60 minutes from arrival alongside, after which time any additional labour costs will be met by the Insured. In the event more than one hour is required, the Insured will be told of the likely additional charge and agreement thereto obtained before proceeding with the repair.
- 5) The Insured will be invoiced separately for any additional charges including extra labour and parts which are not paid for on site. Failure to pay invoices within 14 days of the invoice date will lead to membership cancellation without refund.
- 6) The Company reserves the right to use independent subcontractors approved by the Company and in the event that it does so, it will be responsible for that agent's labour and call out charges but not the cost of parts and materials used on the Insured Vessel's repair.
- 7) Responsibility for the actions of the independent subcontractors instructed by the Company will only be accepted in accordance with the coverage provided by this Certificate and whilst the agent is providing service on behalf of the Company. The Company will not be responsible for any further work carried out by an independent subcontractor that is invoiced directly to the Insured. The Company will have fulfilled its responsibility after the first hour on board.
- 8) If the breakdown is of a more serious nature and the Insured Vessel cannot be repaired "in situ" or the Insured Vessel has to be recovered to premises

belonging to a third party, any subsequent repair cost will be the responsibility of the Insured.

- 9) Whilst the Company's operatives will use their best endeavours to answer call outs promptly and to make effective temporary or permanent repairs, such attendance and repair cannot be guaranteed and the Company accepts no responsibility in the event that it is unable to attend to or to effect such repairs within a reasonable time. It is the responsibility of the Insured to ensure that any temporary repair is followed immediately by a permanent repair.
- 10) The Company accepts no responsibility for any damage to the Insured Vessel, whether caused by manoeuvring alongside or towing or otherwise to any engineering damage to an Insured Vessel's engine or equipment or any other loss, damage or delay arising from any cause whatsoever unless such loss damage or delay was caused by or resulted from the negligence of the Company or its appointed subcontractors. All Insured Vessel's gear and repairs are worked on at the sole risk of the Insured. The Insured should ensure that their Insured Vessel and/or property are adequately insured against third party risks.
- 11) The Insured will be responsible for the cost of all parts and materials used in effecting a repair or attempted repair, including but not limited to spare parts, fuel, oil and keys and VAT thereon where applicable.
- 12) Where the breakdown occurs on or at private or commercial property, assistance can only be rendered with the consent of the occupier. The Company will not be responsible where that permission is refused or withheld or where the occupier demands an access or mooring fee.
- 13) This insurance cover and benefit provided cannot be transferred.
- 14) All benefits under this insurance are forfeited if a fraudulent claim is made.
- 15) Any tow beyond the nearest safe refuge is chargeable and the price will be agreed prior to its commencement.
- 16) This insurance will be subject to English Law. It is agreed that any disputes, which may arise in connection with this insurance, shall be determined by the Courts of England, unless otherwise agreed by both parties.

## D. EXCLUSIONS

- not covered by this insurance are as follows:
1. Any amount in excess of the Indemnity Limit. For the avoidance of doubt a lift-out to clear a fouled propeller will have the Indemnity Limit applied and the excess will be chargeable to the Insured.
  2. Any claim resulting or arising from repairs, services or labour carried out by anyone other than the Company or its authorized representatives.
  3. Any claim in respect of any vessel or equipment, other than the Insured Vessel.
  4. Any claim arising from a breakdown which does not occur within the Geographical Limits and the Insurance Period.
  5. Any call out in respect of breakdown or failure of navigational aids whether electrical or mechanical, domestic equipment (including but not restricted to fresh water pumps, lavatories, cookers, sinks, cabin heaters and lighting other than navigation lights) sails, halyards and winches.
  6. The cost of all parts and materials used in effecting a temporary or permanent repair including but not limited to spare parts, fuel, oil, keys and VAT where applicable.
  7. Any call out to an Insured Vessel in use during a competition or race.
  8. Any call out to an Insured Vessel used for hire and reward unless the appropriate charter membership category fee has been paid.
  9. The costs of any call out directly or indirectly in whole or part due to any act or omission that is wilful, unlawful or negligent.
  10. Penalties for delay or detention or in connection with guarantees of performance or efficiency, and the loss of use of the Insured Vessel or any other consequential loss.
  11. Any call out to an Insured Vessel unless the Insured or his representative is present at all times during the attendance of Sea Start Ltd or their authorised representative.
  12. Any consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not) civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority.
  13. The cost of any major repairs or re-assembly or routine maintenance.
  14. The loss or destruction of or damage to any property whatsoever or any loss or expense whatsoever resulting or arising from any consequential loss.
  15. Any legal liability of whatsoever nature, directly or indirectly caused by or contributed to by or arising from ionizing radiation or contamination by radioactivity from any nuclear waste from the combustion of nuclear fuel, or the radioactive, toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

16. Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds.

## E. PRIVACY STATEMENT

- I. The data supplied by you will only be used for the purposes of processing your Certificate of insurance, including underwriting, administration and handling any claim which may arise. Your information may be passed to other insurers, re-insurers and loss adjusters for these purposes. This may involve the transfer of your information to countries that do not have data protection laws. We will also contact you from time to time by e-mail & post with our news/updates/offers. If you prefer not to be contacted, please let us know. It is important that the data you have supplied is kept up to date. You should therefore notify us promptly of any changes. You are entitled upon the payment of an administration fee to inspect the personal data, which we are holding about you. If you wish to make such an inspection, you should contact Sea Start Ltd at Unit 13, Hamble Point Marina, Southampton, SO31 4JD.
- II. We may respond to enquiries by the Authorities concerning your Certificate in the normal course of their investigations, where it is necessary to administer your Certificate effectively or to protect your interests.

## F. CLAIMS NOTIFICATION

**In the event you encounter a problem which requires the assistance of the Company you should telephone: 0800 88 55 00 or 023 8045 8000. Or when calling from France you will need to dial: 00 44 23 8045 8000. Assistance in France takes longer than in the UK.**

## G. IMPORTANT SERVICE LIMITATIONS IN FRANCE

There are differences between the services that Sea Start offer in the UK and the service we offer whilst in France. The list below is not intended to be exhaustive nor does it replace the terms and condition above.

- Sea Start engineers do not operate in Europe and any assistance given, will be provided through local marine companies
  - Marine companies in France are unlikely to speak English and if you need help, ring the breakdown number and we will try to assist
  - Cover in France is not 24hrs and National Holidays and working hours vary throughout France. This will impact on the service we will be able to provide to you especially during busy times.
- It must also be understood that resources and repair facilities can be very limited in certain Ports and harbours
- Third party services providers including repair agents, boatyards and towing companies and not limited to this list, are not approved by Sea Start and do not act as an agent of Sea Start
  - Any advice regarding the cost of repairs provided by Sea Start will be indicative only, and it is your responsibility to ensure you have received and understood the quotation by the repairer should the repair be more than that of a first aid nature
  - Any contract for the repair will be between you and the repairer.
  - Sea Start may agree to pay your bill for additional labour on your behalf and then invoice you on your return to the UK. In this case we will expect payment with 14 days of the invoice.

## H. CUSTOMER COMPLAINTS

If you wish to register a complaint, please contact us by writing to the Managing Director Sea Start Ltd., Unit 13 Hamble Point Marina, Hamble, Southampton SO31 4JD or by calling 023 8045 8000.

If you are not satisfied with the response you may then ask the Policyholder and Market Assistance, Lloyd's Market Services, 1 Lime Street, London EC3M 7HA to review your case and ultimately you may contact the Financial Ombudsman Service, South Quay Plaza, 183 Marsh Wall, London E14 9SR.

## I. THE FINANCIAL SERVICE COMPENSATION SCHEME

You may be entitled to compensation from the Financial Services Compensation Scheme for your insurance benefits if the insurer become insolvent or are unable to meet their obligations. Further details are obtained from the Financial Services Compensation Scheme website <http://www.fscs.org.uk/> or by phone at 020 7892 7300. Alternatively, You may write to: Financial Services Compensation Scheme, 7th floor Lloyds Chambers, Portsoken Street, London E1 8BN.

## J. LANGUAGE

All insurance documents and all communications with you about this insurance will be in easy to understand English. No language other than English will be used.

Sea Start Limited, Company Number 3822209 Registered Office: Victoria House, 39 Winchester Street, Basingstoke, Hampshire RG21 1EQ. Authorised and regulated by the Financial Services Authority for the conduct of non investment insurance contracts. FSA register number is 310110.

Final SEPTEMBER 2011