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# Marine Breakdown Assistance Policy

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Policy: KWH 14 015 0168141

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## **IMPORTANT NOTICE**

You are reminded that this Insurance is made on a Claims Made basis. It only covers requests for indemnity and/or benefit that both occur and are first notified to Us during the Period of Insurance. You must notify Us within 24 Hours of the happening of any circumstance that may give rise to a request for indemnity or benefit under this Policy. Failure to do so could lead Us to decline any request for indemnity or benefit arising from such circumstances.

## **COOLING OFF**

This is a group commercial policy – There is no cooling off period

## **SAFEGUARDING YOUR PREMIUM AND CLAIM PAYMENTS**

The Company will pay the underwriting premium to Insurers for this Policy as demanded. The Company will hold any claim benefit that is due to You from the Insurer. In this capacity The Company is acting as authorized agents of the Insurer.

## **INTERPRETATION**

Any references herein to any statute, statutory provision, subordinate legislation, orders and rules and shall be deemed to include any amendment, consolidation or re-enactment from time to time.

Any reference herein to masculine gender shall imply the feminine and reference to singular shall imply the plural, and vice versa unless the context requires otherwise.

Where any word or phrase herein is not defined but which is defined in the Civil Procedure Rules 1998 such word or phrase shall bear that meaning wherever it shall appear.

The headings herein are for ease of reference only and shall not affect the construction or interpretation of the Policy.

## **SEVERANCE**

If any provision of this Policy is held by any Court to be void or unenforceable in whole or in part, this Policy shall continue to be valid as to the other provisions thereof and the remainder of the affected provision.

## **DATA PROTECTION**

The data supplied by You will only be used for the purposes of processing Your policy of insurance, including underwriting, administration and handling any requests for indemnity or benefit which may arise. The data supplied will not be passed to any other parties other than those that We have mentioned hereon.

It is important that the data supplied to Us is kept up to date. We should therefore be notified 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

The Data Compliance Manager  
Sea Start Limited  
Unit 3a Stone Pier Yard  
Shore Road  
Warsash, Southampton  
SO31 9FR

We may respond to enquiries by the Police concerning Your Policy in the normal course of their investigations. Where it is necessary to administer Your Policy effectively or to protect Your interests;

(a) We may disclose the data You have supplied to other third parties such as Solicitors, Advisors, other insurers etc.

(b) We may also contact if necessary other parties requesting sensitive data such as, employers, financial institutions etc., but will ensure that We obtain Your consent to approach such parties prior to doing so.

Data may be held or transferred World Wide

### **REGULATION NOTICE**

This insurance is underwritten by Alpha Insurance A/S, authorised and regulated by the Danish Financial Supervisory Authority

Finanstilsynet  
Århusgade 110  
DK-2100 Copenhagen  
Denmark

As an insurance company authorised within the European Union Alpha Insurance is permitted to conduct business in the United Kingdom and authorised by the FCA under reference 431621 You can check this by visiting the FCA website at [www.fca.org.uk/consumers](http://www.fca.org.uk/consumers)

## **SECTION 1 : THE POLICY SCHEDULE**

The Policy Holder having paid to Us the premium demanded and provided Us a declaration or other information which shall form the basis of this contract and be incorporated into this Policy the Underwriter agrees to provide Indemnity described subject at all times to the terms conditions exceptions and limits contained herein together with any endorsements or amendments attached hereto

<b>Policy Number</b>	KWH 14 015 0168141
<b>The Policy Period</b>	The period of time commencing 1 <sup>st</sup> January 2015 continuing until cancelled in accordance with Section 3of this Policy
<b>The Indemnity Period</b>	The Period of Insurance for each individual Insured Person will be a maximum of 12 calendar months from the inception or anniversary date of their Sea Start membership that occurs between the Policy start and end dates and thereafter any subsequent renewal periods We agree that arise within the Policy Period
<b>The Policy Cover</b>	<p>We will pay up to the Limit of Indemnity the direct costs of The Company's services in the provision to each Person Insured a 24 hour Breakdown Assistance Service. 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 Geographical Limits to the nearest safe refuge. It includes attendance at Your home berth and 'first aid' fouled propeller clearance.</p> <p>All in accordance with and subject to the terms conditions endorsements and exclusions of this Policy and providing always that the premium has been paid as demanded by Us</p>
<b>Premium</b>	As agreed and declared
<b>Limit of Indemnity</b>	In respect of each insured event the monetary sum represented by one hours labour once in attendance at the Vessel

## **SECTION 2 : POLICY DEFINITIONS**

*In respect of this Policy the meaning of the following words will be as stated below*

<b>WE US OUR</b>	Alpha Insurance A/S who are the Underwriter of this insurance and/or their Agent (acting on their behalf)
<b>PRINCIPAL AGENT</b>	Kinetic Insurance Brokers 34 Lime Street, London, EC3M 7AT
<b>POLICYHOLDER / THE COMPANY</b>	Sea Start Ltd
<b>YOU / YOUR / MEMBER</b>	Any living person who is a Member of Sea Start Marine Assistance who has been registered with Us under this Policy
<b>INSURED PERSON</b>	You and any person who is with Your authority in charge of Your Vessel at time of Claim who We agree to extend cover under this Policy to
<b>BREAKDOWN</b>	The failure of the Vessel's primary motor propulsion unit(s) and mechanical steering gear; the fouling of propulsion units or steering gear; lack of fuel causing the Vessel to be immobilised or without means of manoeuvre.

<b>CLAIMS MADE</b>	The basis on which this Policy will respond to a claim. All requests for indemnity and/or benefit must both occur and be first notified to Us during the Period of Insurance
<b>COVER NOTE</b>	The document issued in evidence of the acceptance of each Member and that Member's Vessel under this Policy
<b>ENDORSEMENT</b>	A document attached to and within this insurance in addition to its normal wording which supplements or modifies the terms of this Insurance
<b>POLICY</b>	This document given as evidence of this Insurance
<b>TERRITORIAL LIMITS</b>	<p><b>In respect of:</b></p> <p>1. <b>Shore side Breakdown service:</b> along the south coast of the UK in the principal Channel Islands and from significant ports on the Normandy and North Brittany coast</p> <p>2. <b>Waterborne Breakdown Service:</b> from designated ports to a maximum of 3 miles offshore.</p> <p>for reference see the coverage map on the Company's web site: <a href="http://www.seastart.co.uk">www.seastart.co.uk</a> .</p>
<b>VESSEL</b>	The pleasure craft, not exceeding 18.5 meters (65 feet) in length overall that is powered by at least one internal combustion engine but excluding tenders and other craft or equipment ancillary to such pleasure craft which may be separately insured if they themselves are eligible, described on the Cover Note

### **SECTION 3 : PAYMENT OF PREMIUM : RIGHTS TO MAKE CHANGES TO THE TERMS OF THIS POLICY : RIGHTS TO CANCEL**

*In respect of this Policy and each Cover Note attached to it the following terms apply:*

- 3.1 We can cancel this Policy at any time by giving the Policyholder 90 days notice in writing via Royal Mail Recorded (Signed for) post such notice assumed to have been received by the Policyholder 3 working days after posting. If We cancel the Policy Cover Notes in respect of Members that are attached to the Policy at the date of cancellation will continue to their individual Conclusion which shall be the next annual expiry date of the individuals annual Sea Start membership.
- 3.2 We may change the terms of this Policy and/or the premium charged to the Policyholder. If We do this We must give 90 days' advance notice of the change by writing to the Policyholder at their last known correspondent address. Such notice will be sent by Royal Mail Recorded (Signed for) post and be assumed to have been received 3 working days after posting. Any change the terms of this Policy and/or the premium charged will not be retrospective.
- 3.3 If We do change the terms of this Policy or the premium charged the Policyholder may choose to either;
  - cancel the Policy without penalty or;
  - continue the Policy on the new terms We offer
- 3.4 This Policy will automatically end on the first happening of one of the following :
  - the passing of 60 days as counted from date a premium due to Us from the Policyholder that we have demanded in writing is not paid to Us

- the date the Policyholder cancels this insurance

#### **SECTION 4 : POLICY CONDITIONS ATTACHING TO THE PROVISION OF BREAKDOWN SERVICES AND PAYMENT OF CLAIMS**

*In respect of this Policy and each Cover Note attached to it the following terms apply and must be observed and complied with:*

- 4.1 The Company is not a lifeboat nor a maintenance service. All requests for breakdown assistance under this agreement must be made directly to the Company by telephoning the Sea Start assistance line (Number within each membership pack or found at [www.seastart.co.uk](http://www.seastart.co.uk)). The Company will attend the call out to the Vessel for up to a maximum of 60 minutes from arrival alongside, after which time any additional labour costs will be met by You. In the event more than one hour is required, You will be told of the likely additional charge and agreement thereto obtained before the Company proceeding with the repair.
- 4.2 It is a condition precedent to liability that the Vessel shall have been in a seaworthy condition immediately prior to the Breakdown occurring and provided further that the Vessel is accessible to the Company's operatives either by land or by water.
- 4.3 The Company will provide 24-hour Breakdown assistance service, subject to availability and conditions, to attempt temporary or permanent repairs as a result of a Breakdown in order to mobilize the Vessel. You are entitled to indemnity in respect of one hour's labour on each Breakdown
- 4.4 On the date of Claim You and/or the Insured Person must hold a current and live membership of Sea Start Marine Breakdown Assistance
- 4.5 The Company reserves the right to use independent subcontractors approved by the Company and, in the event that it does so, will be responsible for that agent's labour and call out charges as if the Company had attended. The Company will not be responsible for and this Policy will not indemnify the cost of parts, materials and any additional labour above the Limit of Indemnity used on the Vessel's repair
- 4.6 If either the prevailing weather conditions or the nature of the Breakdown dictate that a tow to the nearest safe haven is the safest option, then the Company will have performed its obligations under this contract once one hour of attendance with the stricken Vessel has been completed.
- 4.7 In the event of the Limit of Indemnity being reached (the completion of one hours attendance on the Vessel) by the initial attendance/tow or part thereof, The Company may in the event of a repair not having been accomplished and at Your wish continue to try and repair the Vessel or arrange a tow to Your home berth.

Such activity is **NOT INDEMNIFIED BY THIS INSURANCE** and is subject to the Company's time availability on the day. The Company may request a charge for this extra service or may not be able to offer this additional service.

- 4.8 If in the opinion of the Company's operative in attendance, the prevailing conditions render an attempt at repair and/or tow unsafe or unwise, or in his opinion there is potential danger to life and property, the operative shall be entitled, at his sole discretion, to refuse service and advise the crew 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.
- 4.9 The Company reserves the right to withdraw assistance in unsuitable or dangerous conditions such as poor visibility, strong tides, fog or other adverse weather. In such circumstances 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.

- 4.10 This is a Claims Made Policy. All requests for indemnity or benefit must both occur and be notified to Us during the Period of Insurance and in all events no later than 30 days after the event giving rise to Claim concluded.
- 4.11 All payments under this Policy shall be paid directly to the Company or their nominated and agreed representative
- 4.12 In respect of each Claim;
- We will not pay costs
- That were incurred or arose before the issue of the Cover Note
  - Incurred in the first 24 hours of Membership
  - That arise from actions that exceed any Limit of Indemnity We have stated in this Policy
- 4.13 In the event of Your Vessel's propeller being fouled beyond repair of a first aid nature, the Company will refer You to commercial diving companies, which will be engaged to render assistance at Your own direct discretion and expense. Alternatively, if it is deemed that a boat lift at a marina is preferable then the Limit of Indemnity will be applied and any additional cost above that sum will be Your responsibility
- 4.14 In the event The Company attends a vessel that has gone aground through mechanical failure and provides ungrounding assistance neither We nor Sea Start will be liable for any damage to the Vessel or any injury to the crew
- 4.15 Important Service Limitations in France: There are differences in the services The Company provides in the United Kingdom and France. You are referred to The Company's current terms of service and Membership.

## **SECTION 5 : POLICY GENERAL CONDITIONS**

*In respect of this Policy and each Cover Note attached to it the following terms apply and must be observed and complied with*

### **5.1 Contracts (Rights of Third Parties) ACT 1999**

A person who is not a party to this contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract but this does not effect any right or remedy of a third party which exists or is available other than by virtue of this Act

### **5.2 This insurance applies only to the Vessel as described on the Cover Note issued to You**

5.3 You will be responsible, and invoiced separately, for any additional charges including extra labour, parts and materials which are used during the repair or attempted repair including, but not limited to spare parts, fuel, oil and keys and VAT thereon where applicable, not paid for on site. Failure to pay such invoices within 14 days of the invoice date will lead to Your membership cancellation without refund. Cancellation of Membership will automatically terminate all cover under this Policy without refund.

5.4 Responsibility for the actions of 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 You. The Company will have fulfilled its responsibility after the first hour on board.

5.5 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. We accept no responsibility in the event that it is unable to attend to or to effect such

repairs within a reasonable time. It is the Your responsibility to ensure that any temporary repair is followed immediately by a permanent repair.

- 5.6 Neither We nor the Company accept any responsibility for any damage to the Vessel, whether caused by manoeuvring alongside or towing or otherwise to any engineering damage to the 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 sub-contractors. All Vessel's equipment and repairs are worked on at Your sole risk. You should ensure that Your Vessel and/or property are adequately insured against third party risks.
- 5.7 You 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. Further, You will be responsible for any access fees to any marina or harbour levied to enable The Company's attendance at the Vessel
- 5.8 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.
- 5.9 This insurance cover and benefit provided cannot be transferred from the Member named on the Cover Note. Unless unexpired Membership is transferred with Our agreement on Your sale of the Vessel
- 5.10 All benefits under this insurance are forfeited if a fraudulent claim is made by the Company or an Insured Person.
- 5.11 Any tow beyond the nearest safe refuge is chargeable and the price will be agreed prior to its commencement.
- 5.13 If any differences arise between Us and You in respect of this Policy then having exhausted the complaints procedure detailed below and at Your written request such difference shall be decided by reference to the Independent Commercial Arbitration Scheme arranged with the Chartered Institute of Arbitrators in the UK. You may at any time refer your complaint to them for consideration and we agree to co-operate fully with them to reach a resolution. They can be contacted at:

The Chartered Institute of Arbitrators  
International Arbitration and Mediation Centre  
12 Bloomsbury Square  
LONDON  
WC1A 2LP

All costs of the arbitration shall be paid by the party found against or as the arbitrator directs.

- 5.14 Any enquiry or complaint should be addressed in the first instance to the Company. If You are not satisfied with the way a complaint has been dealt with You may refer Your complaint directly to Us in accordance with the procedure detailed below:

Thereafter any enquiry or complaint that remains unsatisfied should be addressed in the first instance to

The Customer Satisfaction Officer  
Kinetic Insurance Brokers  
34 Lime Street  
London, EC3M 7AT

If You are still not satisfied, please write to



The Chief Executive  
Alpha Insurance A/S  
Harbour House  
Sundkrogsgade 21  
DK-2100 Copenhagen  
Denmark

If you are still not happy with the outcome, you may refer the complaint to:

Financial Ombudsman Service  
South Quay Plaza  
183 Marsh Wall  
London E14 5SR

If you pursue your query or complaint with any of the persons or bodies mentioned above, that will not affect your right to have recourse to legal action or to any other remedy open to you unless specific written agreement to the contrary exists between You and Us

5.15 Unless specifically agreed to the contrary this insurance is subject to English Law.

## **SECTION 6 : POLICY EXCLUSIONS**

*In respect of this Policy and each Cover Note attached to it the following terms apply. This Policy will not respond to any claim for indemnity in the following circumstances*

6.1 This Insurance does not provide cover if;

- The event giving cause to Claim occurs outside the Territorial Limits
- The repair is progressed other than in accordance with advice or recommendations or proper instructions given by appointed representative of the Company in attendance
- The Insured Person fail to act in accordance with the reasonable instructions or recommendations given by appointed representative of the Company in attendance
- You or Insured Person fail to act in accordance with the terms and conditions of this Policy

6.2 For any Claim in respect of which a Cover Note is issued;

- Outside the Policy Period
- At a date when You are not a current Sea Start member
- Within 24 hours of the event giving cause to Claim
- By any person other than the authorised signatory
- In excess of the Policy Limit of Indemnity. 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 You

6.3 Any claim resulting in, or arising from, repairs, services or labour carried out by anyone other than the Company or its authorized representatives.

6.4 Any claim in respect of any vessel or equipment, other than the Vessel recorded on the Cover Note.

6.5 Any claim arising from a Breakdown which does not occur within the Geographical Limits and the Insurance Period.

6.6 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) sails, halyards and winches.

6.7 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.

- 6.8 Any call out to the Vessel in use during a competition or race.
- 6.9 Any call out to the Vessel used for hire and reward unless the appropriate charter membership category fee has been paid.
- 6.10 The costs of any call out directly or indirectly in whole or part due to any act or omission that is willful, unlawful or negligent by You or an Insured Person.
- 6.11 Penalties for delay, detention or those in connection with guarantees of performance or efficiency, and the loss of use of the Vessel.
- 6.12 Any call out to a the Vessel unless You or an Insured Person or Your representative is present at all times during the attendance of the Company or their authorised representative.
- 6.13 The cost of any major repairs or re-assembly or routine maintenance.
- 6.14 Any indirect losses, which result from the Breakdown.
- 6.15 Any consequence of war, terrorism, 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
- 6.16 Any legal liability of any nature, directly or indirectly caused by, or contributed to, 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.
- 6.17 Loss, destruction or damage directly occasioned by pressure waves caused by aircraft or other aerial devices travelling at supersonic speeds.