

**Terms & Conditions
For NBOA Towing Benefit**

**CENTRAL DISPATCH MUST BE
CONTACTED FOR PREAUTHORIZATION**

1. Emergency On Water Towing Assistance: Central Dispatch must be contacted for preauthorization (800-234-2869)
2. Contact U.S. Coast Guard or local harbor authority for relay to NBOA dispatch center at 1-800-234-2869
3. Or from a cellular phone you can call NBOA direct at 1-800-234-2869
4. Or have any Marine Operator call NBOA collect at 941-360-0540
5. Or have a Tow Service contact NBOA on your behalf for preauthorization
6. On-Road Assistance: Coverage only while trailing the NBOA registered boat on the road. (800-234-2869)

Acceptance and or use of the NBOA card constitute an agreement with and acceptance of these Terms & Conditions for Towing coverage benefits. All members are required to present proof of marine insurance that includes towing coverage of not less than \$200 per incident. Upon receipt of dues payment and proof of insurance, NBOA will activate towing coverage benefit.

Membership General Terms & Conditions:

- A. NBOA reserves the right to accept or reject any and all membership applications in its sole discretion. Member warrants that the covered vessel is in a safe operating condition at the time of membership purchase and that member has the required marine insurance in effect for towing benefits.
- B. NBOA will provide towing service or reimbursement for on-water towing service of the member's vessel for the Basic or Full NBOA membership within those membership limits.
- C. Towing service is valid ONLY AFTER the member (1) contacts NBOA 24-hour dispatch service TOLL FREE via marine operator or telephone, or (2) relays distress through U.S. Coast Guard or Harbor/Marine Patrol PRIOR to contracting for towing service. Member may have the tow service contact NBOA dispatch on the member's behalf PRIOR to contracting for service. Failure to contact NBOA Central Dispatch for preauthorization will result in reduction of benefits (see exclusions). Exceptions to this rule (where communication has not been possible) will be reviewed on a case by case basis.

Emergency On-Road Assistance:

NBOA will pay \$150 per incident and a maximum of \$150 per year for services preauthorized by NBOA Central Dispatch to tow the member's vessel and trailer to the closest repair/safe storage facility. NBOA will provide assistance to a Basic or Full member's vessel while being tailored on the road.

Emergency On-Water Assistance:

- A. Towing service for Basic or Full NBOA members will be provided from the nearest port of service to the nearest port of repair. If the member desires towing to a further destination, it will be solely and absolutely at the option and expense of the member.
- B. Towing service will cover an unlimited number of tows within the membership term for Basic or Full members. NBOA will pay up to \$1000 per year for Emergency On-

Water towing for Basic members and unlimited for Full members.

- C. All NBOA towing service payments will be in excess of towing coverage provided by member's marine insurance policy.
- D. NBOA will pay maximum of \$10 per foot for soft grounding fees that are in excess of Basic or Full members marine insurance coverage.
- E. NBOA members are to pay the tower at the time of service and NBOA will reimburse the member for covered towing services provided.

Marine Dispatch Service:

- A. NBOA toll-free 24-hour dispatch will be available to all NBOA members in good standing to assist those members in finding the most efficient, licensed and insured towing service available to service the request of the member.
- B. NBOA dispatchers monitor each situation to completion and assist the member in notifying friends and family of the member's situation.
- C. NBOA will not and does not take responsibility for negotiations or written or oral contracts entered into between the member and the towing service.

Marine Services:

- A. Marine service will cover towing services in addition to an amount not to exceed one-half hour standby time when the Basic or Full NBOA member requests parts or other services necessary to assist the vessel in continuing its originally planned trip.
- B. Any charges for any parts or other services requested by the member will be the sole and absolute responsibility of the member, and NBOA will not pay for or be responsible for the cost of any parts or other services.
- C. For the member's safety, if fuel is required, NBOA will pay for towing services to the nearest fuel station.

Payment and Reimbursement Procedure:

- A. NBOA members are required to pay the tower at the time of service.

- B. Members are required to notify their insurance carrier of the tow claim.
- C. Upon notifying NBOA the member will be required to complete a Tow Report Form.
- D. NBOA will reimburse Basic and Full members for usual, customary and reasonable charges for towing service in excess of member's marine insurance policy.

Exclusions:

- A. NBOA will only pay or reimburse for towing expenses in excess of coverage provided by any other membership plan or insurance when the cause of towing is fire, damage, salvage, sinking or repairs covered by standard marine insurance policies.
- B. NBOA will not be responsible for the negotiation, purchase or charges for parts or other services, including fuel and assumes no liability whatsoever for such negotiation, purchase or charges.
- C. NBOA will not be responsible for towing services rendered by towing operators not licensed by the United States Coast Guard or in the business to provide professional towing services.
- D. NBOA will not be responsible to towing services rendered to a vessel from the member's slip to a port of repair.
- E. NBOA will not accept any liability whatsoever, either expressed or implied, resulting from any parts or other services, including fuel, obtained by the member, or on behalf of the member, nor will NBOA be responsible for, or accept any liability whatsoever, whether expressed or implied, resulting from acts or omissions by an independent towing service/operator.
- F. In the event that towing service has been contracted without preauthorization by NBOA Central Dispatch, benefits will be limited to a \$50 per hour maximum per incident.
- G. NBOA reserves the right to suspend towing and assistance benefits if: (1) the covered vessel is determined to be in unsafe operating condition, or (2) the member has demonstrated a lack of basic seamanship/boating skills and knowledge required for safe vessel operation. Prior to reinstatement of towing benefits NBOA may require the member to provide, at the member's expense, a mechanical condition surveyor or a certificate of completion of a recognized boating safety and seamanship course.
- H. NBOA will not pay for Hard Groundings.
- I. NBOA will not pay for Dock to Dock towing.

Definitions:

- A. **MEMBER:** The original NBOA membership purchaser. This includes all persons operating an NBOA member's vessel with the express permission of the member for pleasure use only. This does not include persons operating a vessel that is carrying passengers or property for compensation or hire, or engaged in any commercial activity.
- B. **NBOA:** National Boat Owners Association
- C. **PORT OF REPAIR:** Location of repair Facilities
- D. **PORT OF SERVICE:** Location of the principal place of business of the towing service/operator.
- E. **SERVICE AREA:** All navigable oceans, bays, lakes, and rivers within the Continental boundaries of the United States. Coverage extends beyond service area boundaries, provided service is rendered from within service area boundaries.
- F. **STANDBY TIME:** The period of time from when the Towing Operator arrives at the member's vessel to the time the Towing Operator departs from the member's vessel or takes the member's vessel in tow.
- G. **TOWING SERVICE/OPERATOR:** A person or company that is in the business of providing marine towing assistance and holds a current Coast Guard license for marine towing assistance (where required by law).
- H. **TOWING SERVICES:** The rendering of assistance by a Towing Operator to a members' vessel, which has lost its own source of power through mechanical breakdown, soft grounding or lack of fuel.
- I. **VESSEL:** Vessel represented on membership application: Watercraft not exceeding one hundred (100) feet in length, owned and registered by the member in the state of residence or documented to the member by the United States Coast Guard.
- J. **DOCK to DOCK TOWING:** When a vessel is at its homeport or at a marina and is towed to a repair facility, and vice-versa. In a marina or at home port is considered a safe dock.
- K. **SOFT GROUNDING:** When a vessel has drifted, or run onto a soft bottom, and can be easily towed to deeper water, without scouring, shoring or use of multiple tow boats, and without damaging the grounded vessel or the assisting vessel, it shall be deemed a "soft grounding".
- L. **HARD GROUNDING:** Any vessel that is holed, taking on water, grounded on rocks or coral, requiring more than one assisting vessel, requiring patching of hull, or requiring more than one half hour to refloat, or requiring a damage assessment by Federal or State authorities, is considered to be a "hard grounding".

These Terms & Conditions for towing and assistance may be revised and updated at the sole discretion of NBOA and without prior notice to members.

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