

How To Secure an On-Water Tow

1. Contact NBOA Dispatch Center via telephone or marine operator at **1-800-234-2869** or relay distress to NBOA Dispatch Center through the U.S. Coast Guard or Harbor/Marine Patrol.
2. Members must contact NBOA's Dispatch Center to secure on water towing service from NBOA's network of towing vendors and to verify membership.

Acceptance and or use of the NBOA Membership constitutes an agreement with and acceptance of all Member Terms & Conditions.

Member Terms & Conditions

General Terms and 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 and will maintain marine insurance that includes towing coverage of not less than \$250 per incident.
- B. NBOA will activate the towing coverage benefit upon receipt of dues, payment of tow services, and proof of insurance.
- C. NBOA will provide towing services and/or reimbursement for on-water towing services of the Member's vessel for BASIC or FULL NBOA Members within membership limits.
- D. Coverage for towing service is valid ONLY AFTER the member (1) contacts NBOA's 24-hour dispatch center via marine operator or personal telephone, or (2) relays distress through U.S. Coast Guard or Harbor/Marine Patrol PRIOR to contracting service.
- E. Failure to contact NBOA Dispatch Center for pre-authorization will result in reduction of benefits (see Exclusions). Exceptions to this rule (i.e. where communication was not possible) will be reviewed on a case by case basis.
- F. Failure to maintain marine insurance with towing coverage will result in the Member being responsible for payment of the first \$250 per incident.

Emergency On-Water Assistance:

- A. Towing of covered vessel for BASIC or FULL NBOA Members will be provided from the location of disablement 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 as purchased. NBOA will pay up to \$1000 per year for Emergency On-Water towing services for BASIC members and unlimited reimbursement for FULL members.
- C. All NBOA towing service payments will be in excess of towing coverage provided by the Member's marine insurance policy.
- D. NBOA Members are to pay the tower at the time of service and NBOA will reimburse the Member for covered towing services provided (see Payment and Reimbursement Procedure).

Marine Dispatch Services:

- A. NBOA's toll-free 24 hour dispatch will be available to assist 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.
- 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. Payment by NBOA to Member is made AFTER the Member's insurance limit is applied to the tow.
- D. If NBOA Dispatch Center was NOT contacted to secure the tow service, Member must notify NBOA Member Services and complete a Tow Report Form.
- E. NBOA will reimburse BASIC and FULL Members for usual, customary, and reasonable charges for towing services in excess of member's marine insurance policy coverage.
- F. If the Member does not have insurance coverage for towing services at the time of service, the Member is responsible, and will not be reimbursed, for payment of the first \$250.

Exclusions:

- A. NBOA will not 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, purchases 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 for 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, arising out of acts or omissions by an independent towing service/operator.
- F. In the event that towing service has been contracted without pre-authorization by NBOA's Dispatch Center, benefits will be limited to a \$250 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 or 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 provide payment or reimbursement for services rendered for Hard Groundings.
- I. NBOA will not provide payment or reimbursement for for Dock to Dock tow services.

Definitions:

- A. Member: The original NBOA membership purchaser. This includes all persons operating an NBOA members' 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 principle place of business of the towing service or 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 Member's 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 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."

Reimbursement For On-Road Towing:

NBOA will pay \$150 per incident and a maximum of \$150 per year for reimbursement of services for on-road towing of the Member's registered boat while on a trailer to the closest repair/safe storage facility. No pre-authorization or contact of NBOA Dispatch Center is necessary, as NBOA does not provide assistance to secure tow services for on-road towing. Payment will be made within 14 business days after receipt by NBOA of a receipt for the on road tow of the registered boat and trailer.

NBOA provides dispatch services to Members and is not a direct tow provider.

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