

Terms & Conditions

Marine Breakdown and Replacement Parts Cover Terms and Conditions

The following explanations and information form part of the terms and conditions of our membership. Please note that all services are provided at our discretion (see the section "Discretionary Service" below for further details)

Breakdown Service

Your membership provides a suitably qualified mechanic to attend your breakdown for up to 2 hours to attempt to rectify an issue should you experience problems with your engine, propulsion or engine electrical system. Other issues, such as domestic failures to electrics, plumbing or heating are not covered but assistance can be provided under a pay on use service through our **RCR plus** service.

Recovery Service

If the vessel cannot be repaired at the scene of the Breakdown within a reasonable time at **your request**, we will tow the vessel safely to a marina (within a maximum of 2 hours cruising), or – failing that – tow the vessel to a safe haven (advice and locations will be given). The cost of any further repairs to the vessel will be your responsibility unless covered under our **Replacement Parts Cover**.

Recovery can take up to 48hrs to organise * Recovery for retainer membership is chargeable p/h. *excludes towing on tidal estuaries and rivers.

Home Start Service

If the vessel breaks down at your home marina, we will attend the vessel and try to rectify the immediate problem. However, if the problem cannot be rectified, we will provide assistance in arranging the repair of your vessel at your cost, at your home marina, or by a suitably qualified person of your choice.

Crew Relay Service

If the vessel breaks down while it is more than 10 miles from your home marina and the vessel cannot be repaired at that time, or be safely towed, we will transport you and your crew, **at your request**, to your home marina or to a single home address at our cost. If you prefer, we will transport you and your crew to a single hotel or accommodation of your choice. However, the cost of any accommodation for you and your crew is your sole responsibility.

Annual Inspection

An annual inspection of the engine, electrical system and charging system of the Vessel will be undertaken by us, or by a suitably qualified person nominated by us. Details of any faults or repairs will be given to you, together with advice and assistance on obtaining any necessary repairs. This is undertaken during the September to March period and is dependent on the availability of the RCR personnel. This is an optional service which must be booked by the member each year.

REPLACEMENT PARTS COVER

This cover takes effect 30 days after your membership becomes effective and protects you against the cost of the failure of a **Specified Parts** only, and labour following sudden and unforeseen mechanical breakdown of **any Specified Part** up to the Limits stated as long as the specified part is accessible. Gold membership only covers the registered vessel.

The following is not covered by **Replacement Parts Cover**:

1. Wear and tear
2. Bolts, brackets and welding that attach the Specified Part
3. Lack of oil in the gearbox due to poor maintenance
4. Outboards & outdrives which are not serviced annually (evidence required when making claim)
5. Any part not listed
6. Consumables such as cables, filters, rubber components and the like that require routine wear and tear replacement
7. Fuel contamination (such as diesel bug or water in fuel) leading to failure of a part.
8. Costs to get access to part (i.e. dismantling / removal of engine).
9. Water ingress leading to failure of part.

Limits:

1. £1,000 any one Incident
2. £2,000 any one member in any one year
3. **Members pay the first £50 of each claim** (If you do not pay the 'excess' you will be liable for the full repair bill.)
4. Number of claims limited to 4 per member in any one membership year

SPECIFIED PARTS

1. Starter Motor
2. Starter Alternator
3. Water Pump (engine only)
4. Injection & Lift pump
5. Gearbox & Drive Plate
6. Couplings (including aquadrive/python drive)
7. Hydraulic Pipes
8. Engine Mounts
9. Remote Mechanical Steering and Hydraulic Controls (pumps, ramps, morse)
10. Fuel Injection Pump (excluding injectors)
11. IC Igniter/CDI Unit (outboard)
12. Carburettor (outboard & petrol)

If you have been accepted for Platinum membership you have enhanced RPC cover on top of the above:

1. Domestic Alternator covered
2. Engine legs/brackets covered
3. Wear & tear failures covered
4. **No RPC excess** to pay

All warranty's on parts supplied are provided by the manufacturer, refurbished or supplier.

Outboards are covered for replacement of the applicable components listed above. Where an outboard is not repairable the following applies:

- Outboard up to 10 years old: £1000 towards replacement
- Outboard older than 10 years: £500 towards replacement.

Important Information for RPC:

- Gold membership only covers the registered boat
- Membership covers 1 engine. Where multiple engines apply you will be charged £60* to add cover
- Twin Engine boats will need to pay to cover the 2nd engine. (if not then RPC will apply to the starboard engine)
- Betterment and upgrades will incur a surcharge.:

OTHER INFORMATION ABOUT OUR SERVICES:

Discretionary Services

Whilst River Canal Rescue will endeavour to provide the services contracted for, because of the variety of circumstances involved, and in particular the condition of the vessel upon which they are attending, River Canal Rescue maintain absolute discretion as to whether to provide the contracted services. Examples of our need to use our discretion could include unfavourable weather, seaworthiness of the vessel, inaccessible location, daylight hours, condition of vessel and repeated calls for the same fault. In cases where we choose not provide any services other than for reasons beyond our control or where you are in breach of your agreement with us we will cancel your membership and provide a full refund of the membership fee.

However other cases of us using our discretion may include spending more time on site than provided by your membership or covering the cost of labour to repair or replace parts that have not failed through 'sudden mechanical failure'. We may take into account your membership history with us when deciding on providing these additional benefits but in all cases our decision will be final.

We regularly undertake reviews of membership usage and vessel condition and if at any time we deem it necessary we will use our discretion to restrict membership cover or down grade your membership.

This list is not exhaustive but illustrates why Our service is discretionary.

Refund Policy

If you apply for membership by post, fax, phone or the internet, then you have the right to change your mind, cancel the contract by written notice to us and get a full refund, but you lose this right once your **RPC** cover becomes active. That means you have 30 days after we accept your application to cancel and get a full refund unless 1) you have used the service or 2) use our 'join on the spot' process to apply for immediate assistance, where you will have no right to cancel, or receive a refund.

Upgrades & Cover Outside Of the Membership Policy

Upgrades can be accepted at any time other than during a breakdown, if you request a service which is not covered by your level of cover we will charge you **£75*** if we attend (i.e. home start for a bronze member)

Join on the Spot (we admit you to membership immediately)

Should you require immediate assistance prior to your membership becoming active we will charge you a non refundable fee of **£170** to attend, if we are able to resolve the issue you will be required to join at the minimum level of Silver Membership (Retainer if you are a hire boat). However if we are unable to resolve the issue there will be nothing further to pay unless you have requested further assistance.

Subscription Payments

We now offer monthly payments for membership. If you opt to pay via subscription/DD and miss a payment we will contact you to agree an alternative date. However the full amount will become due if payments are not kept up to date or you cancel. (See Refund policy)

Attendance

- There is no minimum callout time, however we aim to assist within 4hrs.
- Vessel must be safely moored and accessible in order for an engineer to attend.
- Please note that due to Health and Safety regulations callouts are restricted to daylight hours unless its an emergency and in this case there may be additional charges.

Other Issues

Such as domestic failures to electrics, plumbing or heating are not covered however assistance can be provided on a 'pay on use' basis through our RCR plus service.

London Charge

Due to the additional cost for congestion charges, emissions charges and parking charges we now charge £30 when attending callouts within the M25 or in other towns that rollout clean air policies.

Return Charges

If we need to return to your vessel to fit parts or provide a 2nd Opinion we will charge you a £75 callout charge.

Good to Know:

Other Info

Hire Boats, Charity Boats & shared Ownership vessels can only be covered under the Retainer membership unless authorization is obtained to upgrade to Gold membership

Changing Vessel

The membership only covers the vessel specified on the schedule or reported to us or accepted by us. So you must tell us as soon as possible by phone or writing about any changes to the vessel or registration of additional vessels including details of the registration, make, name, colour. If you do not tell us about any changes the services may not apply to the new vessel.

Message Service

RCR Rescue Control Centre provides a message relaying service, during the **Breakdown** the member can request that family or friends be notified of their situation.

Special Needs

If you have any special requirements please inform the Rescue Control Centre when you phone (i.e. if you are stuck overnight, we can arrange for our mechanic to collect some groceries for you before his arrival). This is to a maximum value of £10, and payment must be made to the mechanic on his arrival.

Pick up and Drop off Service (for outboard repairs)

If the attending engineer cannot resolve your issue, and the outboard requires a specialist we will remove your outboard, take to a specialist and once repaired (at your cost) return and refit the outboard. Mileage charge applies and a callout charge for retainer.

Discounts & No Claims Bonus

If during the period of membership no callouts were made we will reduce your renewal fee by 5% for each year up to a maximum of 15%. This is non-transferable.

If you renew on the internet you will automatically receive 5% discount. If you pay by DD you will receive 5% introductory discount, if you opt to pay monthly we will apply a 10% charge. There are a number of introductory discounts available for Club members (if registered). During the year we run promotions and these may offer additional discounts, introductory discounts are only available to customers who have not had **RCR** cover for over 12 months. The maximum discount available through single or combined discounts is 25%.

SOS & Waternav App

The SOS & Waternav App is free to download from Apple store or Google. Simply press the button to ask for assistance or advice, you can even send us photos. The app pinpoints your locations at the time that you request assistance and updates you on engineer's eta. If you're still moving you can update your location at any time. Using this App helps us to locate you and get you assistance faster.

Terms & Conditions

(The most up to date Terms and Conditions of **RCR** membership are available online, should there be any discrepancy then the online version will take precedent.)

Definitions: Throughout this document we use the following definitions:-

"Breakdown"	Any engine-related, mechanical or electrical breakdown (failures and breakages), or damage (not including hull) which results in you not being able to sail your vessel. Typical breakdowns include: flat batteries, broken fan belts, cables, ignition systems, fuel systems, alternators, starters, cooling system, split pipes, fouled props, charging issues (starter only) or issues resolved within 2hrs.*attending a 'domestic breakdown' will attract a charge (£75)* running out of fuel will attract a fuel surcharge plus the cost of the fuel.
"Domestic Breakdown"	Domestic breakdowns include – Plumbing, domestic electrics, alternators that are not essential, inverters, water leaks etc
"Emergency"	Anything that places you or your vessel in immediate danger
"RCR Plus"	A pay on use service offered by RCR to assist with all work outside of membership cover.
"Fees & Charges"	These are charges made for parts or services and will be payable on completion of work or receipt of invoice.
"Home marina/ berth/registered moorings"	The place where the vessel is normally kept. For 'continual cruisers' the winter moorings are classed as registered moorings.
"Membership booklet"	The membership booklet is issued to every member of RCR.

"Period of membership"	The length of time covered by your membership as set out in the schedule.
"RCR"	River Canal Rescue Limited
"RPC"	Replacement Parts Cover, covering all parts detailed in the specified parts list
"Schedule"	The schedule sent in the membership pack
"Territorial limits"	All inland waterways within the borders of England, Wales and Scotland, excluding tidal estuaries (but including the tidal stretch of the River Trent from Newark to Keadby)
"The vessel"	Any vessel, craft or boat specified in the schedule (or reported to and accepted by us) at the time of the Breakdown , as long as you have paid the appropriate fee
"We, us, our"	River Canal Rescue Limited
"You, your"	The person named as the member in the schedule or application form.

1. We will, at our absolute discretion, provide national breakdown assistance and recovery services to you within the territorial limits on the basis of these terms and conditions.
2. The level of service you can request depends upon the level of membership requested and agreed as detailed in the schedule.
3. **Please note that:**
 - 3.1. You must retain your membership card and produce it during a callout if requested.
 - 3.2. Both the application and full membership payment of the relevant fee's for the membership must be received by RCR for the membership to commence. Once received, the membership will become active after **72** hours
 - 3.3. Retainer membership packages have the right to assistance services offered by **RCR**. Every attendance is charged at a flat rate of **£75*** per callout. The cost of recovery or crew relay is charged at an hourly rate.
 - 3.4. The annual engine inspection is provided as part of the Gold membership and is also offered as a 'pay on use' service if you do not hold a gold membership.
 - 3.5. If you require immediate cover (we admit you to membership straight away), then you must pay an additional **£170*** fee (this fee is non-refundable) and apply at the minimum level of Silver Membership. Initial callout is not covered by **RPC** as this starts after 30 days
 - 3.6. If you make more than 1 callout during a **24hr** period and the callout is related to the initial problem, this will be logged as a single attendance by us.
 - 3.7. Your membership covers the cost of the callout and an engineer's attendance for up to **2hrs** to repair the problem, additional time can be allocated at the discretion of the attending engineer. Additional time is charged per half hour. Return visits are charged at the same rate for travel and labour.
 - 3.8. When a contractor attends on behalf of **RCR** and the fault is diagnosed as terminal or requires 'extensive work' (work that would need more than approximately 2 hours to complete), your membership will cover the callout charge and first hour of labour to cover the diagnosis. A private agreement between you and the contractor will then take over unless covered by **RPC**.
 - 3.9. Outboards requiring in-depth investigation will be taken to an outboard specialist, a mileage charge will be made for Pick-up / Drop-off service. The cost of repairs (unless covered by **RPC**) will be chargeable.

- 3.10.** Parts delivery is subject to the discretion and availability of **RCR** staff or contractors. Courier service is chargeable.
- 3.11.** There is no minimum callout time; however, we aim to assist within 4hrs. Please note that due to Health & Safety Regulations callouts are restricted to daylight hours unless it's an emergency.
- 3.12.** Recovery to marina must be within a maximum of **2hrs** journey time and is dependent on the availability of **RCR staff and contractors**. There may be additional time required to get to you and this is not included under your **RCR** membership.
- 3.13.** Crew relay is restricted to a maximum of 2 crew relays in any 1 year of membership.
- 3.14.** We will not attend callouts if the vessel is on a tidal river. However, if the vessel is safely moored and accessible then an **RCR** engineer can attend if health and safety issues are satisfied. (RCR covers the tidal stretch of the River Trent from Newark to Keadby as long as you are accessible from land).
- 3.15.** Should a Breakdown occur to parts covered under our **RPC**, the repair must be undertaken by **RCR** or one of their representatives; **RCR** may require that the repairer uses exchanged or reconditioned parts to affect a repair.
- 3.16.** If a member exceeds the number of callouts or request services outside of that permitted by their membership level, we will charge a callout fee for each attendance.
- 3.17.** We may charge you and restrict **RPC** if you call us out to repair the same or a similar fault with the vessel within **12** months of the previous callout, or where advised repairs have not been implemented.
- 3.18.** A surcharge of **£30** is applicable for callouts within the M25 ring due to the additional costs of parking, congestion charges, emission charges etc. A charge maybe also be applied for any city that rolls out clean air charges.
- 3.19.** Breakdown assistance or recovery will only be provided if you or a member of your crew stay with the vessel until a rescue vehicle arrives.
- 3.20.** If we need to return to vessel to fit parts or provide a 2nd opinion a callout charge will apply. Attendance is dependant on the availability of senior engineers
- 3.21.** Generators, Genset and domestic systems connected to the engine are not covered unless accepted in writing or where cover has been extended and charged.
- 3.22.** A temporary Fuel Levy of £15 may be introduced on callouts when fuel prices increase above £1.60 per ltr.
- 3.23.** Bronze and Silver membership requires the owner to be on board, Silver membership allows you to nominate one other driver. Gold and Retainer memberships cover the boat and any users. (unless the option to cover user on any boat is selected)
- 4.** We reserve the right to refuse applications for membership, limit cover or downgrade your membership if in our reasonable opinion, the vessel is in such a condition or position that:

 - The health and safety of our staff or sub-contractors is endangered.
 - The provision of service by us would require us to break the law.
 - It would affect the service we could provide to our customers. (Due to number of repairs required or the extent of the repairs required).

5. Abusive language or threats to our staff will result in calls being disconnected or engineers leaving site. We reserve the right to charge you for any parts fitted or any charge out cost in the event that a call has to be discontinued in this manner and membership may be restricted.
6. We reserve the right to use our discretion when faced with weather events, including (but not limited to) floods, snow, fog or other bad weather conditions or where access to the vessel is limited.
7. We can refuse to supply services to members if you fail to pay any amount owing to us (i.e. for the purchase of goods, services or work through **Canal Contracting**) (**Canal Contracting** – offers all services outside of **RCR** but is a 'pay on use' service), Where we hold your card details; we reserve the right to recover any outstanding amounts using these if these remain unpaid for an unreasonable amount of time.
8. If the RPC excess is not paid we reserve the right to charge you the full cost of the repairs.
9. We reserve the right to change these terms and conditions and the service provided without notice provided that such changes do not materially adversely affect the provision of your **RCR** cover.
10. If you are paying via subscription payments, the full amount outstanding will become due should you miss more than 2 payments or have cancelled or used the service.

General Exclusions

1. You (and not us) will be responsible for the cost of:

- 1.1. Recovery of the vessel by road.
- 1.2. Any tolls payable for the transport of the vessel.
- 1.3. Taking crew to more than one address after any breakdown, if you insist on this.
- 1.4. Recovering the vessel and crew, if the vessel could have been repaired within a reasonable period of time at or near to the place of the breakdown.
- 1.5. Assistance in connection with any failure of domestic electrical systems, domestic appliances or plumbing on board the vessel.
- 1.6. Any services where repairs are required after an accident.
- 1.7. Any services provided by us but not covered by your membership. Where possible, the charges will be agreed with you prior to undertaking work.
- 1.8. **Any parts, components or materials used to repair the vessel, unless covered by RPC.**
- 1.9. Engineer's attendance if the vessel breaks down at your home marina or within 1 mile of that, unless you have Home Start, or are happy to pay the callout charge.
- 1.10. Any recovery charges apart from recovery to the nearest available marina or, if the vessel breaks down within 1 mile of your home marina, recovery to the home marina.
- 1.11. Any other repair, breakdown or recovery service you use not nominated by us.
- 1.12. The attendance cost of a locksmith—although we will assist in locating and organising.
- 1.13. Recovery when suffering severe damage to the rudder/skeg from hitting underwater obstacles, which results in

the vessel requiring docking for repairs—although we will assist in locating and organising repairs through the **RCR** Incident Care Service.

- 1.14.** Fouled propellers, where access cannot be gained or Health & Safety is compromised—although we will assist in locating and organising repairs through the **RCR** Incident Care Service.
- 1.15.** Repairs to Bow thrusters—although we will assist in locating and organising repairs through the **RCR** Incident Care Service.
- 1.16.** Taking on water or hull breach – although we will assist in locating and organising repairs through the **RCR** Incident Care Service.
- 1.17.** Diver, crange or slipway hire—although we will assist in locating and organising repairs through the **RCR** Incident Care Service.

2. We shall not be responsible for: -

- 2.1.** Loss of, or damage to, the vessel, its contents, or any valuables carried in the vessel.
- 2.2.** Loss, damage or injury or any consequential or indirect loss sustained by you while the vessel is in our care.
- 2.3.** Any damage to the vessel or otherwise suffered by you after we have recovered the vessel to the nearest available marina or to your home marina.
- 2.4.** Any request for work under **RPC** notified later than **14** days from the fault occurring.
- 2.5.** Request for replacement parts under **RPC**, where a vessel has suffered water ingress, fire, or the administrator believes were faulty prior to your membership.
- 2.6.** Faults, alterations, repairs, loss, damage or liability covered by any other warranty, **RPC**, insurance, guarantee or goodwill settlement.
- 2.7.** Any request for **RPC** that falls within the scope of insurance that is held for the vessel or its mechanical parts whether or not the policy is in the members name.
- 2.8.** Any request for **RPC** that is the result of:
 - (a) An accident to the vessel.
 - (b) Failure to repair a previously identified problem or fault.
 - (c) Use of the vessel for purposes of hire and reward, even though the vessel may be covered for breakdown recovery services.
- 2.9.** Any welding or repairs where the use of heat is required although we will assist in locating and organising the repairs.
- 2.10.** A Drive Plate failure within a year of replacement under **RPC** unless the internal splines are affected. (This is the only mechanical part that can fail that is not related to hitting an underwater obstacle).
- 2.11.** Any consequence of war, invasion, the act of a foreign enemy, hostilities (whether declared or not), civil war, rebellion, revolution, military power, or strike or industrial action, or acts of God.
- 2.12.** Any charges incurred for attending the vessel in your home mooring/marina

General conditions

1. The information you have given to us is, as far as you know, correct and complete.
(Any payment made under this membership will be based on the original information provided by you).
2. If you have failed to give us complete and accurate information or have failed to comply with all and/or any of your obligations set out in the terms and conditions, this could lead to assistance being denied or the membership being invalid.
3. This membership only applies to the member/s detailed on the application form and cannot be transferred to anyone else, unless specified or agreed in writing with **RCR**.
4. If a callout is made which you or anyone acting on your behalf knows is false, fraudulent or exaggerated, cover under this membership will end and no refund will be made.
5. You must take all reasonable steps to prevent a breakdown and your vessel must not be sailed in a dangerous condition or until all recommended repairs have been carried out.
6. You must keep your vessel properly maintained and serviced.
7. We may cancel this membership by sending a letter giving 7days notice, by recorded delivery, to your last known address.
8. The vessel must have a current valid insurance certificate.
9. The vessel must have a current Boat Safety Certificate.
10. The vessel, (where applicable), must have a current registration and be licensed with either The Canal and River Trust, the Environment Agency or other licensing body

Privacy Policy

Each time you or a third party contacts us to log a callout, book a service, request additional work, book a course, or order a part, we will record the information provided to facilitate repairs or fulfil our contractual obligations. Where a third party acts on your behalf, we will process their information under the assumption of authorization unless we receive a written request stating otherwise. All personal data will be handled in accordance with GDPR, ensuring transparency, security, and respect for data subject rights, including access, rectification, and deletion upon request.

OPERATING **NATIONWIDE** ACROSS ALL UK INLAND WATERWAYS



KEEPING YOU MOVING

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