

RoadAssist

in collaboration with



TERMS OF AGREEMENT ROADSIDE ASSISTANCE

Interpretation

In these Terms of Agreement, the following terms shall be interpreted accordingly:

- (a) **"Atlas Insurance PCC Ltd"** shall mean the Insurance Company providing RoadAssist.
- (b) **"Road Assistance" (RoadAssist)** shall mean Roadside Assistance provided by the Service Provider.
- (c) **"RoadAssist Call Centre"** shall mean the call centre run or subcontracted by the Service Provider.
- (d) **"Service Provider Representatives"** shall mean the persons trained and employed by RMF to carry out Roadside Assistance (also referred to as "Representatives").
- (e) **"Current Driver"** shall mean an authorised person driving the Vehicle at the time Roadside Assistance is requested.
- (f) **"RMF"** shall mean the Service Provider providing the staff and Representatives as well as service Vehicles for the Roadside Assistance.
- (g) **"Roadside Assistance"** shall mean the repair/temporary repair of the Vehicle or towage of the Vehicle when repair/temporary repair is not possible.
- (h) **"RoadAssist Member"** shall mean the person provided with RoadAssist by Atlas Insurance PCC Limited and shown on Atlas issued documentation (also referred to as "Member").
- (i) **"Vehicle"** shall be taken to mean as the vehicle eligible for RoadAssist and shown on the Atlas issued documentation.
- (j) **"Service Provider"** shall mean RMF (also referred to as RMF).

1. Breakdown Service

RoadAssist undertakes to provide the RoadAssist Member's Vehicle with twenty-four-hour breakdown service notwithstanding that the driver of the Vehicle may not be the enrolled Member.

2. Repair Service

The repair service shall consist of the following:

2.1 RoadAssist undertakes to send its Representative to the spot where the Member's Vehicle has broken down as soon as possible following the registration of a call to the RoadAssist Call Centre, reporting the breakdown of the Vehicle. A telephone number, which Atlas Insurance may change from time to time, shall be available on a twenty-four-hour basis (refer above). The person calling the designated number shall quote the Vehicle's registration number.

2.2 The RoadAssist Representative undertakes, when the Vehicle breaks down, to try and repair the said Vehicle at its place of breakdown. If however, for any reason whatsoever, RoadAssist's Representative determines that such repairs are not possible or feasible or, alternatively are not minor repairs which are capable of repair on the Roadside, hereinafter referred to as "Roadside repairs", but are repairs of a major nature (including faulty brakes or steering), RoadAssist shall, in default, provide the client with the towing service.

2.3 The RoadAssist service (as well as the free calls provided under clause 8.8) cannot be availed of in the case of a Vehicle that has run out of fuel due to lack of replenishment or in the case of locked keys. In such cases both service and calls shall be charged in accordance with standard RMF rates with the benefit of a thirty percent (30%) discount on such charges.

3. Towage Service

The towage service shall consist of the following:

3.1 The RoadAssist Representative shall tow the Vehicle to one destination as requested by the current driver. The Member undertakes not to question in any way the decisions made by the current driver of the Vehicle regarding the use of the above-mentioned services provided by Road Assist.

3.2 Having towed the Vehicle to the destination chosen by the current driver of the Vehicle, RoadAssist shall bear no further responsibilities with regard to that particular breakdown of the Vehicle, and its breakdown service (repair and towage) shall not start operating again with regard to the particular Vehicle until it has been repaired and is once more roadworthy and in a good working order.

3.3 If a Vehicle is disabled and needs to be towed to a repairer, it shall be towed to a repairer of the Member's choice unless the Member has no repairer of his choice and agrees to have the Vehicle towed to a repairer selected by Atlas Insurance PCC Ltd.

3.4 If a Vehicle is disabled after office hours and consequently it cannot be towed to the repairer's garage, it shall be towed to either the Member's residence or to a place of the Member's choice to be kept until it can be towed to a repairer. Consequently, if service is later required to tow the Member's Vehicle to the repairer, such service shall be charged in accordance with RMF towing rates discounted by thirty percent (30%).

4. Transport Service

When the towage service mentioned under the provisions of clause 3 is in operation, the RoadAssist Representative may offer transport to the current driver and another passenger of the towed Vehicle. At RoadAssist Representative's sole discretion, this transport shall be either to the Member's/driver's home address or to the nearest point of public or private transport service.

5. Costs met by RoadAssist

RoadAssist shall meet the costs of:

- a) sending its Representative to the scene of the breakdown (one return journey only);
- b) the Roadside labour;
- c) towage to a garage if the Roadside repair is considered to be impracticable, and this at RoadAssist Representative's absolute discretion.

6. RoadAssist's discretion

The determination of whether a Roadside repair is a minor Roadside repair, and, in default, the decision to tow the car to a garage of the driver's choice shall be at the complete and sole discretion of the RoadAssist's Representative.

7. Obligations of RoadAssist Member

7.1 The Member undertakes to keep the Vehicle in a roadworthy, well-maintained and good working condition.

7.2 The Member undertakes to pay, at their current market price, for any parts which are replaced, in the course of the breakdown service.

7.3 The Member shall bear all other costs including, in case of repairs carried out at a garage, even if at the Service Provider's garage, the cost of labour, parts, and other overheads, in accordance with the normal practice in trade.

7.4 Prior to taking delivery back of the Vehicle, the Member pledges to effect payment for parts and repair work to the garage in which the driver/Member chooses to take the Vehicle.

7.5 The Member also undertakes to carry out all other duties indicated in other clauses of these "Terms of Agreement".

8. Limitation and exclusion of services

8.1 Roadside Assistance service is only available when the Vehicle breaks down on the road. Repair and/or towage of the Vehicle situated beyond the road that is in fields, quarries etc., or situated in the sea, or recovery of which would be dangerous or illegal for the Service Provider's Representatives to load and/or transport are hereby categorically excluded from the service being provided by Road Assist, in terms of this agreement.

8.2 If the vehicle is located in a basement garage or parking area to which access to the recovery vehicle is limited due to steep or narrow ramps, low ceilings or other similar factors, the Service Provider will do their utmost to provide some form of assistance however should extra personnel and/or specific tools of trade be required, additional costs involved will have to be met by the client including any parking fees incurred by the Service Provider.

8.3 Roadside Assistance service shall not be available for the recovery of any Vehicle immobilised after an accident, where Emergency Services are involved (Police, Fire, Ambulance) and this until clearance has been given by the latter for RoadAssist's Representative(s) to do so. If, in order to clear the road, the police authorise the immediate removal of the Vehicle to a place of safety by a third party, RoadAssist will not meet those recovery costs. RoadAssist will, however, provide subsequent recovery, if necessary, to a destination of the Member's choice in accordance with RoadAssist's normal service, provided the Member has already arranged for the Vehicle's release from its place of storage.

8.4 RoadAssist shall not meet the cost of:

- (a) towage
- (i) from one repair garage to another, or
- (ii) of a Vehicle carrying a heavy load.
- (b) fuel, spare parts, oil or keys, or
- (c) any service consequent to:
 - (i) vandalism, or theft;
 - (ii) ditching, sinking in soft ground or immobilisation due to flood water while the floods are still in course;
- (d) additional journey of the breakdown Vehicle, including those caused by failure of the client to carry a serviceable spare wheel;
- (e) personal transportation, hotel expenses, Vehicle storage, or additional charges due to the Vehicle being unattended.
- (f) ferry costs of the casualty Vehicle including those of RoadAssist's Representative towing the Vehicle to carry out the required Roadside Assistance.

8.5 In case of accident or collision, the RoadAssist shall only operate when the towage cost of the Vehicle is not recoverable by the RoadAssist Member by virtue of insurance cover or from any other source. For the purposes of this section the term "accident" shall not be restricted to a traffic accident but shall include any contingency where towing is required as a direct or indirect consequence of any occurrence. The RoadAssist Member further undertakes to seek to recover, diligently and efficiently, the towage costs of his Vehicle from any source from which it may be recovered and to fully collaborate with the Service Provider in the recovery of such towage costs, which collaboration shall include providing the Service Provider with any information it may require, in relation to the accident. The Service Provider may issue RoadAssist Member with an invoice for the provision of its services, to be recovered from insurance or from any other source.

8.6 The Service Provider shall bear responsibility for the towed Vehicle, but shall not bear the costs for any damage occurring to the towed Vehicle in the exercise of the towage operation, or for any delay or consequential loss caused as a result of the Member availing himself of the service. Provided that the above shall not apply if it can be proved that the Service Provider and/or the Service Provider Representative has carried out the service requested with gross negligence by not using the due diligence and skill requested for carrying out the service.

8.7 Inability to enter the Vehicle owing to loss, or misplacement of Vehicle keys shall not be considered a breakdown and shall not render the RoadAssist Member eligible for free Roadside Assistance. Furthermore, an unattended Vehicle shall not qualify for RoadAssist.

8.8 Every RoadAssist Member has the right to six (6) free call-outs in a 12 month period shown on the relevant Atlas documentation.

9. Services not falling within these Terms of Agreement

Any service not falling within these Terms of Agreement, including any callouts beyond those stipulated in clause 8.8 above, shall be charged in accordance with the standard RMF Roadside Assistance call rate being charged at the time with the benefit of a thirty percent (30%) discount.

10. Eligibility for RoadAssist

10.1 RoadAssist will be applicable when confirmation is received from Atlas Insurance PCC Ltd confirming that the client has become an RoadAssist Member and is entitled to the services specified in this agreement. Furthermore, the free breakdown service shall cease to operate if and when notified by Atlas Insurance PCC Ltd.

10.2 RoadAssist reserves the right to terminate this agreement without the need for giving any reason whatsoever, provided that the said client is given seven (7) days' notice of such termination.

10.3 RoadAssist further reserves the right to refuse enrolment or renewal of a Member for whatever reason and shall not be under any obligation to divulge its reasons for such a decision.

10.4 With particular reference to Article 8.5 of these Terms of Agreement, the RoadAssist Member hereby undertakes to assign to the Service Provider, which accepts, all his/her rights to claim any damages from the insurance company of the third party, or from any other person whether natural or legal, with regard to all costs incurred by the Service Provider in the provision of all and any of its services in terms of these "Terms of Agreement".

10.5 Roadside Assistance is limited to the island of Malta and Gozo and excludes Comino and any other island of the Maltese archipelago.

10.6 These "Terms of Agreement" may be changed from time to time at the discretion of the Service Provider. The current "Terms of Agreement" shall be available for inspection at Atlas Insurance PCC Ltd. during office hours or on the website of Atlas Insurance PCC Ltd.

10.7 This agreement is valid for a maximum duration of one year (365 days) after which the Member has to renew his motor policy with Atlas Insurance PCC Ltd. to make the Vehicle available for the Roadside Assistance service for another year. Terms of agreement may vary on renewal.

10.8 RoadAssist is only available upon purchase of a motor insurance policy (and renewal thereafter) with Atlas Insurance PCC Ltd. RoadAssist Membership issued under an Atlas Motor Policy shall only pertain to the respective policy and subsequently can only be availed of for the Vehicle registered under the policy.

Extension of RoadAssist to Europe

RoadAssist may be extended to most countries in Europe* for a fee of €23 per trip. The number of assistance calls will be limited to 2 per trip. You will need to contact Atlas Insurance PCC Ltd on 2343 5381 for this European RoadAssist but see note below.

Inspection of Vehicles (for this extension) – Vehicles 15+ years old
If your Vehicle is 15 years old (or older), you are required to phone up RMF on 21 242 222 to make an appointment for an inspection to be carried out by them prior to the service extension. This inspection report is valid up to 6 months (in case you travel again within this period). RMF will charge you an inspection fee of €16. If your Vehicle is less than 15 years old, this inspection is not required.

* Countries in Europe where Roadside Assistance may be provided - All European Countries but excluding Armenia, Azerbaijan, Belarus, Georgia, Kosovo, Moldova, Russia and Ukraine.
Once you have purchased the European RoadAssist extension and you require roadside assistance while driving in Europe, You may use the same emergency Road Assist number 2122 2111 and you will be assisted accordingly.