

European RoadAssist

in collaboration with



Terms of Agreement - RoadAssist

Telephone Number: **21 222 111**

1. Breakdown Service

The company undertakes to provide the beneficiary with a twenty-four hour overseas "breakdown service" consisting of, a roadside repair and/or towage service, for breakdown of the vehicle mentioned above or as agreed with RoadAssist.

2. Repair Service

The repair service shall consist as follows:

- a. The company undertakes to send its representative to the spot where the beneficiary's vehicle has broken down, as soon as possible after the registration of the call to RoadAssist Call Center in Malta, alerting the company about the breakdown of the vehicle.
- b. A telephone number, which the company may designate from time to time, shall be available on a twenty-four hour basis. The person calling the designated number shall quote the vehicle's registration number and/or ID card number.
- c. The company's representative undertakes, when the vehicle breaks down, to try to repair the said vehicle at its place of breakdown. In default the company shall provide the beneficiary's vehicle with its towage service.

3. Towage Service

- a. The towage service shall operate only when the required repairs are not carried out at the site of breakdown or when the vehicle is immobilized following a motor accident. These will be carried out at the absolute discretion of the Company's representative.
- b. In the case of breakdown of the vehicle where repairs cannot be carried out on site, the company shall tow the vehicle to the nearest available repair garage - one destination only. However, if the current driver of the vehicle requests to tow the vehicle to a preferred garage, a fee of €3.75 per kilometer will be applied above the first 30 kilometers of the trip. If no preferred garage is requested, no extra charge will be due even if the nearest garage exceeds 30 kilometers. If towing to a preferred garage incurs towing fees, the beneficiary pledges to pay directly the towing company's representative the additional fees incurred. The beneficiary undertakes not to question in any way the decision made by current driver of the vehicle in the use of these above-mentioned services of the company.
- c. In the case of recovery of the vehicle following a motor accident or the vehicle being immobilized following vandalism, attempted theft, ditching or flooding, the company shall tow the vehicle to the nearest available repair garage – one destination only up to a total cost of €350. Any additional costs are to be borne by the beneficiary.
- d. Having towed the vehicle to the one destination as chosen by the current driver of the vehicle, up to 30 km, the company shall bear no further responsibilities with regard to that particular breakdown of the vehicle, and its breakdown service (repair and towage) shall not operate with regard to the vehicle until it has been repaired and is once more roadworthy and in good working order.

4. Costs met by the company

The company shall meet the cost of

- a. sending a representative to the scene of the breakdown (one return journey only);
- b. towage to the nearest available garage if roadside repair is considered to be impracticable, at the company representative's absolute discretion.
- c. towing of the vehicle as per 3(c) above up to a limit of €350

5. Company's Discretion

The determination of whether a repair is a roadside repair, and in default, the decision to tow the car, to a repair garage, shall be at the complete discretion and sole judgment of the company, and/ or its representative.

6. Client's Responsibility

The client undertakes to keep the vehicle in a road worthy, well-maintained and good working condition. If the vehicle is 15 years or older, an inspection is to be carried out by RMF inspectors 5 days before departure by appointment only and at a charge.

7. Limitation and Exclusion of Service

- a. The breakdown service is only available when the vehicle breaks down on the road. Repair and/or towage of the vehicle situated beyond the road, or situated in the sea, or recoveries of which would be dangerous or illegal for the company's staff to load and/or transport, are hereby categorically excluded from the service being provided by the company, in terms of this agreement.
- b. The breakdown service shall not be available for recovery of any vehicle immobilized after an accident, where Emergency Services are involved (Police, Fire, Ambulance) until clearance has been given by them for the company's staff to do so. If in order to clear the road, police authorize the immediate removal of the vehicle to a place of safety by a third party, the service company will not meet those recovery costs. The company will, however, provide subsequent recovery if necessary to one destination as specified in Section 3, provided that the client has already arranged for the vehicle's release from its place of storage.
- c. The company shall not meet the cost of:
 - i. towing from one garage to another;
 - ii. towage of vehicle carrying heavy load;
 - iii. fuel, spare parts, oil or keys, or
 - iv. any service consequent to immobilization due to floods while the floods are still in course, or
 - v. towing of electric vehicles following a major accident.
- d. A puncture, burst or ripped tyre is not considered as a breakdown and shall not qualify for free breakdown service unless the incident is a double puncture, double burst/ripped tyre, or unless the registered vehicle is a two-wheel motorcycle.
- e. A vehicle that has run out of fuel or electric charge due to lack of replenishment / charging is not eligible for free breakdown service.
- f. Inability to enter the Vehicle owing to loss, or misplacement of Vehicle keys shall not qualify for the breakdown service.
- g. The company 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.
- h. Assistance will be limited to two (2) callouts for roadside assistance between the specified "departure date" and "return date".

8. Application, Duration, Fees

- a. This agreement shall only apply with regard to the vehicle specified and shall in no way be understood to apply to trailers or caravans or any kind of towing vehicle whether independent or attached to the vehicle unless agreed beforehand.
- b. This agreement shall be valid for the duration specified and is not transferable or refundable unless Company is informed prior to departure date.
- c. The fee shall be that indicated and agreed.
- d. The company reserves the right to refuse an application for whatever reason and shall not be under any obligation to divulge its reason for such a decision.
- e. The breakdown service is limited to the European Countries but excluding Armenia, Azerbaijan, Belarus, Georgia, Kosovo, Moldova, Russia and Ukraine
- f. Vehicles up to 3500 kg, 10 m overall length, 2.5m width and 3.2m height are eligible for cover including motorcycles