

# Atlas RoadAssist

in collaboration with



## TERMS OF AGREEMENT ATLAS 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.
- (b) "Atlas Road Assistance" (Atlas RoadAssist) shall mean the service provider RMF Ltd.
- (c) "Atlas RoadAssist Call Centre" shall mean the call centre run or subcontracted by RMF.
- (d) "Service Provider Staff" shall mean the persons trained and employed by RMF.
- (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 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) "Atlas RoadAssist Member" shall mean the person whose name features on the roadside assistance membership issued by Atlas Insurance PCC Limited.
- (i) "The Vehicle" shall be taken to mean as the vehicle/registration number featured on the roadside assistance membership issued by Atlas Insurance PCC Limited.
- (j) "Service Provider" shall mean RMF.

### 1. Breakdown Service

Atlas RoadAssist undertakes to provide the Atlas 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 Atlas 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 Atlas RoadAssist's 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. The person calling the designated number shall quote the vehicle's registration number.

2.2 The Atlas 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, Atlas 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), Atlas RoadAssist shall, in default, provide the client with the towing service.

2.3 The Atlas RoadAssist service (as well as the free calls provided under clause 8.7) 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 RMF rates with the benefit of a thirty (30%) discount on the charges.

### 3. Towage Service

The towage service shall consist of the following:

3.1 The Atlas 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 with regard to the use of the above-mentioned services provided by Atlas Road Assist.

3.2 Having towed the vehicle to the destination chosen by the current driver of the vehicle, Atlas 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 comes into operation, the Atlas RoadAssist representative may offer transport to the current driver and another passenger of the towed vehicle. At Atlas 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 Atlas RoadAssist

Atlas RoadAssist shall meet the costs of:

- (1) Sending its representative to the scene of the breakdown (one return journey only);
- (2) The roadside labour;
- (3) Towage to a garage if roadside repair is considered to be impracticable, and this at Atlas RoadAssist representative's absolute discretion.

### 6. Atlas 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 Atlas RoadAssist's representative.

### 7. Obligations of Atlas RoadAssist Member

7.1 The member undertakes to keep the vehicle in a road-worthy, 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 Atlas RoadAssist's representative 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 his 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 The 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 staff to load and/or transport are hereby categorically excluded from the service being provided by Atlas Road Assist, in terms of this agreement.

8.2 The 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 Atlas 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, Atlas RoadAssist will not meet those recovery costs. Atlas RoadAssist will, however, provide subsequent recovery, if necessary, to a destination of the member’s choice in accordance with Atlas RoadAssist’s normal service, provided the member has already arranged for the vehicle’s release from its place of storage.

8.3 Atlas 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 Atlas RoadAssist’s representative towing vehicle to carry out the required assistance.

8.4 In case of accident or collision, the free roadside assistance shall only operate when the towage cost of the vehicle is not recoverable by the Atlas 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. Atlas 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 the accident. The Service Provider may issue Atlas RoadAssist Member with an invoice for the provision of its services, to be recovered from insurance or from any other source.

8.5 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 employee has carried out the service requested with gross

negligence by not using the due diligence and skill requested for carrying out the service.

8.6 Inability to enter the vehicle owing to loss, or misplacement of vehicle keys shall not be considered a breakdown and shall not render the member eligible for free assistance service. Furthermore an unattended vehicle shall not qualify for the breakdown service.

8.7 Every Atlas RoadAssist Member has the right to three (3) free call-outs in each Membership year. On the last free call the member shall be notified by the Atlas RoadAssist call operator of their exhaustion of free calls. Moreover the operator shall also inform the member that any subsequent calls shall be charged at a normal Service Provider call-rate with the benefit of a thirty percent (30%) discount.

#### **9. Services not falling within these Terms of Agreement**

Any services not falling within these “Terms of Agreement” shall be charged in accordance with Service Provider rates. It is here however understood that the said rates may vary from time to time to reflect cost increases. Notwithstanding the above, Atlas RoadAssist Members shall benefit from a thirty per cent (30%) discount on the charges listed in the schedule or on any future increases thereto.

#### **10. Eligibility for services**

10.1 The roadside assistance service will be applicable upon receipt of the membership issued by Atlas Insurance PCC Ltd for the client to be entitled to the services specified in this agreement. Furthermore the free breakdown service shall cease to operate as notified by Atlas Insurance PCC Ltd.

10.2 Atlas 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 Atlas 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 8.4 of these “Terms of Agreement”, the Atlas 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 islands 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 his vehicle available for the roadside assistance service for another year. Terms of agreement may vary on renewal.

10.8 This roadside assistance service is only available upon purchase of a motor insurance policy with Atlas Insurance PCC Ltd. An Atlas Roadside Assistance 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.