

MIDDLESEA ASSIST ROADSIDE ASSISTANCE (RSA)

MEMBERSHIP TERMS & CONDITIONS

DEFINITIONS APPLICABLE TO THESE TERMS AND CONDITIONS

Wherever **you** see the following words or phrases, they will have the meanings shown next to them and are shown in bold print. Any word or expression to which a specific meaning has been given has the same meaning wherever it appears in these terms and conditions unless the context requires otherwise:

Accident means violent, sudden, external and unforeseen event occurring within the **Territory**, unwanted by **you**, causing damages to the **vehicle** rendering it unusable for normal transportation.

Breakdown means a failure, whether mechanical or electrical, that immobilises the **vehicle**, occurring during the Period of Insurance within the **Territory**.

Company means the Roadside Assistance (RSA) service provider.

Territory means **Malta, Sicily** and/or the rest of **Europe** as intended by the level of membership owned.

Usual Place of Residence means the location where **you** usually reside in **Malta**. It shall also be the place where the **vehicle** is usually located and to which, where applicable, the **vehicle** shall be transported.

Vehicle means **your vehicle** which shall meet each and all of the following requirements:

- a. have a gross weight that conforms with the category of membership owned and comply at all times with legislation in force;
- b. have an internal combustion engine for which only petrol or diesel oil is used as fuel.
Hybrid and electric cars are also covered with the exception on LPG ones.

The non-fulfillment of any of the said requirements shall be cause for nullity of the **Membership**.

OBJECT, SCOPE AND APPLICABILITY

The **Company** guarantees to provide **you** with immediate material help in the form of services, when **you** are in difficulty as a result of an **accident** or **breakdown** occurring within the **Territory** during the course of a trip with the **vehicle**. These terms and conditions apply to each membership holder, regardless of the type of insurance cover held under any insurance policy.

1. REPAIR ON THE SPOT OF THE VEHICLE

In the event of immobilisation of the **vehicle** due to mechanical or electrical **breakdown**, and provided that the said **breakdown** can be repaired at the place of immobilisation within a reasonable time, the **Company** will proceed with the repair of the **breakdown**, and shall bear the costs of labour and transport to the place where the event occurred.

This coverage does not include battery boost assistance, supplies of spare parts or elements, or materials in general.

2. BATTERY BOOST ASSISTANCE

In the event of immobilisation of the **vehicle** due to a battery problem, the **Company** will provide **you** with a battery boost assistance service. This coverage does not include supplies of the spare battery or materials in general.

This cover is limited to 2 battery boost services in 1 week. If a third service of battery boost is required within the same week, **you** will be advised that a fee of € 30.00 will be charged as the cost of the service.

3. TOWING OF THE VEHICLE

In the event that it is not possible to carry out repairs at the site of the **breakdown**, as mentioned in the previous point, and if the **vehicle** cannot be driven as a result of the **breakdown** or **accident**, the **Company** shall bear the costs of towing the **vehicle** to a repair shop or destination as recommended by **you** or the **authorised driver** of the **vehicle**.

In the event that the **vehicle** is towed to a repair shop or destination as recommended by **you** whereby the **vehicle** is not accepted and/or the repair shop is closed then the **vehicle** will be towed back to **your** place of residence at the charge of € 30.00.

In case of towing the **vehicle** from Gozo to Malta or Europe to **Malta** and vice versa, **you** will have to pay ferry fees for both the **vehicle** and the tow truck.

4. SECOND DELIVERY SERVICE

In case the **vehicle** stops at night, during the weekends or public holidays at which time the repair shop recommended by **you** is closed, **we** will bear the costs of a second towing service from **your** place of residence to the repair shop recommended by **you**.

If **you** require further towing services after the second delivery service has been provided, a fee € 30.00 will be charged as cost of the service.

5. TRANSPORTATION FOR THE VEHICLE OCCUPANTS WHERE THE VEHICLE CANNOT BE USED

In the event that it is not possible to carry out the repairs at the site of the **breakdown** or **accident** involving the **vehicle**, the **Company** will arrange the most suitable transportation for the **vehicle** occupants to be transported to their **Usual Place of Residence** during the night or to the nearest bus stop during the day. The **vehicle** occupants' transportation might be arranged inside the tow truck cabin.

In case the **vehicle** occupants have different places of residence within **Malta**, their transportation will only be carried out to one place/spot chosen by **you**.

Provided that in the event that the **vehicle** is located outside of **Malta** but within Europe, the **Usual Place of Residence** referred to above shall be taken to refer to the closest accommodation facilities but subject to the limitations and limits under paragraph 9 of these Terms and Conditions.

6. FLAT TYRE ASSISTANCE

In the event of immobilisation of the **vehicle** due to damage of a tyre, the **Company** will proceed with the removal of the flat tyre and its replacement with the spare tyre of the **vehicle**.

If the spare tyre and/or basic tools to change the spare tyre are not available and/or are not in good condition, **we** will bear the costs of towing the **vehicle** to the nearest vulcanizer, repair shop or **Usual Place of Residence**, whichever is chosen by **you**.

This coverage does not include supplies of the spare tyre, elements or materials in general.

In the event that the **vehicle** has two or more flat tyres at the same time, **we** shall bear the costs of towing the **vehicle** to the nearest vulcanizer, repair shop or **Usual Place of Residence** whichever is chosen by **you**.

Provided that in the event that the **vehicle** is located outside of **Malta** but within Europe, the **Usual Place of Residence** referred to above shall be taken to refer to the closest accommodation facilities but subject to the limitations and limits under paragraph 9 of these Terms and Conditions.

7. FUEL DELIVERY

In the event that the **vehicle** runs out of fuel, **we** will bear the cost of delivering up to 5 litres of fuel. Fuel expenses will always be assumed by **you**.

If **you** require the fuel delivery more than once during the period of insurance, a fee of € 30.00 will be charged as cost of the service.

8. LOCKSMITH SERVICE

In the event that the **vehicle** keys are locked inside the **vehicle**, the **Company** will provide a locksmith service on the condition that this service is carried out at **your** own risk. Therefore, **We** and/or the **Company** will not be responsible for any damages to the **vehicle**.

Locksmith services or towing of locked vehicles will only be provided upon consent of the membership holder.

If **you** require the locksmith service more than once during the period of insurance, a fee of € 30.00 will be charged as cost of the service.

In case the vehicle cannot be opened due to dead lock devices and/or other modifications for security reasons, we will bear the costs of towing the **vehicle** to a repair shop or destination as recommended by you or the authorised driver of the **vehicle**.

9. SPECIAL CONDITIONS FOR EUROPEAN ROADSIDE ASSISTANCE

Notwithstanding anything to the contrary under Section 6 of these Terms and Conditions, in case your **vehicle** is located outside Malta but within Europe, the following limits and limitations shall apply:

- i. the period of cover under Section 6 of these Terms and Conditions shall be deemed to be either the period between the date of departure and date of return to Malta in accordance with the ferry return ticket or a maximum of 14 days from the date of departure from Malta, whichever is shortest;
- ii. Any of the towing services which may be required to be provided to the **vehicle** in terms of Section 6 of these Terms and Conditions shall be limited to either the towing of the **vehicle** to the nearest garage/repair shop up to a maximum distance of 350km from the location of the **break- down** or **accident** or up to a maximum towing service charge of € 300.

In addition, in the event that repairs to the **vehicle** are necessary during the aforementioned period of cover and the **vehicle** cannot be used for at least 72 consecutive hours from the time of the **breakdown** or **accident**, **we** will pay **you** € 50 per day for a maximum period of 3 days (maximum € 150) for alternative accommodation purposes.

10. MEMBERSHIP LIMITATIONS AND APPLICABLE FEES

Your membership is limited to the number of call-outs as specified in the table below. Any call-outs over and above these limits are chargeable at the specified rates.

	SILVER*	ERSA**	GOLD (*) (**)	PLATINUM (*) (**)
Geographical Coverage	Malta	Europe without Malta	Malta and Sicily	Malta and Europe
Category A Vehicles up to 2000 kgs, Commercial vehicles up to 1500 kgs, Motorbikes over 125 cc and Quads.	50.00 €	55.00 €	65.00 €	75.00 €
Category B Vehicles up to 3500 kgs including 4x4.	60.00 €	65.00 €	80.00 €	90.00 €
Category C Motorbikes up to 125 cc.	35.00 €	40.00 €	50.00 €	60.00 €

*Max. 6 call-outs per membership/year in Malta

**Max. 3 call-outs per membership/year outside of Malta and in Europe

WHAT IS NOT COVERED UNDER THIS MEMBERSHIP:

The consequences of the following events shall in general be excluded from all covers under these terms and conditions:

- i. The results when the driver of the **vehicle** is found in any of the situations that are indicated below:
 - a. the state of intoxication or under the influence of drugs, toxins or narcotics not medically prescribed. For these effects, one is under the effect of alcoholic drinks when the degree of alcohol in the blood is greater than that authorised by the legislation on traffic, motor vehicle circulation, road safety, or similar;
 - b. Lack of permission or corresponding license for the category of the **vehicle** or violation of the sanction of cancellation or withdrawal of them.
- ii. Those resulting from the illegitimate removal of the **vehicle**;
- iii. Those occurring when **you** or the driver of the **vehicle** breaches the regulations in terms of the requirements and number of people transported, the weight or measurements of the objects or animals transported or the way in which they are disposed, provided that said breach is the determining cause of the loss;
- iv. Those that are produced while the **vehicle** lacks documentation or requisites (including the Technical Inspection of the Vehicles and Obligatory Insurance) legally necessary to circulate on public roads;
- v. Those caused by fuel, mineral essences, and other inflammable, explosive or toxic materials transported in the **vehicle**;
- vi. In the case that the **vehicle** is an ambulance, the injured who are transported or in the case of a hearse, the deceased who is transported;
- vii. Those caused by extraordinary natural phenomena such as earthquakes, landslides, volcanic eruptions, atypical cyclonic storms, falling objects from space and aerolites, and in general any extraordinary atmospheric, meteorological, seismic or geological phenomenon;
- viii. Those arising from war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalisation or requisition or destruction of or damage to property by or under the order of any government or public or local authority;
- ix. Those directly or indirectly caused by or contributed to or arising from ionizing radiation, contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel or the radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

In addition to the aforementioned exclusions, the following services are not covered by the membership:

- i. Assistance provided outside car parks, urban streets, motorways, national highways and regional and local roads, provided the vehicle cannot be driven to the nearest workshop;
- ii. Assistance if the **vehicle** is below road level, on sand, in the sea and in water deeper than 30 centimeters or any other place where a towing truck cannot enter;
- iii. Assistance to any occupants of the **vehicle** who are hitchhikers being transported free of charge;
- iv. The cost, transport or withdrawal of cooling fluids, lubricants or other substances that are necessary for the **vehicle's** due operation;
- v. The replacement of wheel rims;
- vi. Expenses for opening doors or other means of access to the **vehicle**;
- vii. The cost, transport or removal of fuel, refrigerants, lubricants and other substances necessary for the functioning of the **vehicle**;
- viii. In general, all consequences of any events caused directly or indirectly by **your** bad faith or that of the driver of the **vehicle** are excluded from coverage of the guarantees hereof;
- ix. Any services agreed upon by **you** or the driver of the **vehicle** on **your** own account shall not be covered hereby if **we** or the **Company** is not previously notified or do not give their consent thereto;
- x. **We** and the **Company** shall be released of all liability when it is unable to carry out any of the services specifically covered by this Membership owing to force majeure.

GENERAL CONDITIONS

These General Conditions apply to all Terms and Conditions

1. If the towing truck arrives on the service location and there is no one attending the vehicle, the towing truck will wait for up to 10 minutes and leave. If a service is required from the same service location within the same week, a fee of € 30.00 will be charged for the cost of the service.
2. Apart from the Membership fee itself, all amounts due under this membership are payable in cash only.
3. Fees incurred when rendering services in parking lots shall be payable by **you**.
4. When an unsupervised service is required, a disclaimer will have to be signed by **you**, relieving the **Company** of any responsibility or theft, damages or any other claim that **you** will make at the termination of the service. The **Company** reserves the right to refuse to render an unsupervised service for whichever reason it may deem fit.
5. The **Company** reserves the right to reject or terminate a membership without refund if the membership holder is found in breach or any of the conditions of this membership.