

1. Definitions

"The company" or "the service company" means RMF Limited.

"Member" means the person to whom the approved Membership application form is addressed to, who has purchased or been given cover under the membership and whose address is recorded with us as the home address of the vehicle registered under the relevant Vehicle Membership scheme.

"Membership Year" means the period(s) of 12 calendar months commencing from the start of the Membership or from any anniversary of the start of that membership.

"You"/"Your" means the member and any person who is traveling in, and who requests assistance for, a vehicle registered under the vehicle membership scheme.

"Your vehicle" means the vehicle which has been registered for cover with the company and provided that any such vehicle meets the vehicle specifications under clause 3 set out below.

"Breakdown service" shall mean the repair/temporary repair of the vehicle or towage of the vehicle when repair/temporary repair is not possible.

2. Membership

2.1 Membership is available as a Vehicle Membership subscription which covers the named vehicle listed in the Vehicle Membership Enrolment Form provided the vehicle is within the limits set out in Clause 4 'Vehicle Specifications'.

2.2 The membership will be applicable upon receipt and acceptance of the Vehicle Membership Enrolment Form by the company, Membership must be paid up in full for the member to be entitled to the services specified in these Terms and Conditions. Furthermore, any person calling the Service Company for assistance must call on the Company's designated number and must quote the member's membership number.

2.3 The member must show the company's representative proof of current membership together with any other means of identification.

2.4 If the breakdown in question takes place past the date of expiry of membership but within fifteen days from the expiry of such membership, the member must, prior to re-qualifying for the free breakdown service, pay to the company the renewal of membership on the spot of breakdown.

2.5 However, if the breakdown of the vehicle takes place after the lapse of fifteen days from the expiry of the member's membership, the member shall not be entitled to the free breakdown service.

2.6 Your RMF membership card brings with it various discounts and incentives both locally and overseas, as follows:

- (a) 3 x €25 Vouchers on joining or renewal redeemable at renowned restaurants.
- (b) European Assistance (from Malta to Europe) cover up to 14 days per Membership Year.
- (c) Local Incentives and Discounts – please visit <http://www.rmfmalta.com/en/discounts/webdiscounts/bycategory/1/name/asc/999/1/local-discounts.htm>
- (d) European Incentives and discounts – please visit <http://www.arceurope.com/member-services/>
- (e) Free inspection on prior purchase of 2nd hand vehicle.
- (f) Free legal advice on any issues related to motoring, from traffic accidents and disputes, to traffic offences.
- (g) Added benefits upon reaching the second, fifth or tenth RMF membership year.
- (h) Discounts on essential motoring items.

2.7 The Company reserves the right to terminate the membership of any of its members without the need for giving any reason whatsoever, provided that the said member is given seven days notice of such termination and a refund of a proportion of the fee calculated on the basis of days left in the current period of membership.

2.8 The Company further reserves the right to refuse membership or renewal of membership for whatever reason and shall not be under any obligation to divulge its reasons for such a decision.

3. European Roadside Assistance

3.1 The Member is eligible to a fourteen (14) day European-wide breakdown service per Membership Year whilst travelling from Malta to Europe. The Member is requested to contact the company before departing and provide them with all the relevant information about the trip.

3.2 The European Roadside Assistance is available to Members whose vehicles qualify after being checked out by RMF mechanics. However, if your vehicle is not more than 5 years old, you do not need to go through this check – just apply and you're off travelling to Europe.

3.3 The European Roadside Assistance will cover your vehicle if it breaks down. We will first send you assistance to try and repair your vehicle. If on-the-spot repair is not possible, we will tow your vehicle to the nearest repair centre. The Overseas Roadside assistance is on a 24-hour basis, so no matter what time of day or night, sunshine or rain, we will be there for you.

- 3.4 The company undertakes to provide the Member with a twenty-four hour overseas "breakdown service" consisting of a roadside repair and/or towage service for breakdown of the vehicle listed in the subscription form.
- 3.5 The repair and towage 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 RMF's call centre in Malta, alerting the company about the breakdown of the vehicle. 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.
 - (b) 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.
- 3.6
- (a) The towage service shall operate only when the required repairs are not carried out at the site of breakdown at the absolute discretion of the Company's representative.
 - (b) 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 any other destination, the driver pledges to pay the fees incurred for the extra distance. The Member 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) Having towed the vehicle to the one destination as chosen by the current driver of the vehicle, 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.
- 3.7 The company shall meet the cost of:
- (a) sending a representative to the scene of the breakdown (one return journey only);
 - (b) roadside labour not exceeding one hour;
 - (c) towage to the nearest garage if roadside repair is considered to be impracticable, at the company representative's absolute discretion.
- 3.8 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.
- 3.9 The vehicle must undergo a free of charge RMF road worthy test at least 3 days prior to its departure unless the vehicle is not older than five (5) years. The client undertakes to keep the vehicle in a road worthy, well-maintained and good working condition.
- 3.10 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.
- 3.11 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 the 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 under subsection 3.6, provided that the client has already arranged for the vehicle's release from its place of storage.
- 3.12 The company shall not meet the cost of:
- (a) towing from one garage to another or (b) towage of vehicle carrying heavy load.
 - (b) fuel, spare parts, oil or keys, or
 - (c) any service consequent to accident, unless not covered by insurance; vandalism or theft; or ditching, sinking in soft ground or immobilization due to floods whilst the floods are still in course.
- 3.13 In case assistance requested is not covered by these Terms and Conditions, the Company may provide the service against a fee which has to be paid to RMF prior to the deployment of assistance.
- 3.14
- (a) A single puncture, burst or ripped tyre on a four-wheeled vehicle is not considered as a breakdown and shall not qualify for free breakdown service unless the registered vehicle is not supplied with a spare wheel by the manufacturer and unless the tyre is unable to be repaired with the emergency repair kit supplied by the manufacturer.
 - (b) A single puncture, burst or ripped tyre on a two or three wheeled vehicle is considered as a breakdown and shall qualify for free breakdown service.
- 3.15 A vehicle that has run out of fuel due to lack of replenishment is not eligible for free breakdown service.
- 3.16 Inability to enter the vehicle owing to loss, or misplacement of vehicle keys, shall not qualify the beneficiary for the breakdown service. An unattended vehicle shall not qualify for the breakdown service.
- 3.17 The company shall bear responsibility and 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 loss consequential on delay howsoever arising caused as a result of the beneficiary availing himself of the service.

- 3.18 Assistance will be limited to three (3) callouts for the vehicle indicated in the Vehicle Membership Enrolment Form and between the "departure date" and "return date".
- 3.19 This agreement shall only apply with regard to the vehicle specified in the application form and shall in no way be understood to apply to trailers or caravans or any kind of unit whether independent or attached to the vehicle unless agreed beforehand.
- 3.20 The fee shall be that indicated on the subscription page – when applicable.
- 3.21 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.
- 3.22 The breakdown service is limited to Andorra, Austria, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Monaco, Montenegro, The Netherlands, Norway, Poland, Portugal, Romania, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, United Kingdom, Vatican City (Holy See).
- 3.23 Vehicles up to 3500 kg, 10 m overall length, 2.5 m width and 3.2 m height are eligible for cover.

4. Vehicle specifications

- 4.1 Breakdown services and assistance is only available for cars, vans, minibuses or motorcycles, which meet the specifications, set out below. Please note that 'car, van, minibus or motorcycle' does not include any vehicle, which cannot lawfully be used on the public roads, and/or any non-motorised vehicle.
- 4.2 Maximum Vehicle Weight:
Private Cars and Motorcycles: 2500kg in terms of Gross Vehicle Weight (G.V.W.)
Commercial Vehicles: 3500kg in terms of Gross Vehicle Weight (G.V.W.)
- 4.3 Service and assistance will also be provided for a caravan or trailer which was on tow at the time of the breakdown, provided that it falls within the limits and conditions set out in Clause 9 below

5. Repair service (Malta and Gozo)

- 5.1 The repair service shall consist as follows:
- 5.2 The company undertakes to send its representative to the site where your vehicle has broken down as soon as possible after the registration of the call to the company's offices, alerting the company about the breakdown of such vehicle. A telephone number, which the company may designate from time to time, shall be available on a twenty-four hour basis. At the time of the call registering the breakdown of such vehicle, you shall quote your membership number to the company.
- 5.3 The company undertakes, when your vehicle breaks down to try and repair the said vehicle at its place of breakdown. If however, for any reason whatsoever, such repairs require more than one hour to be completed, 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), the company shall, in default, provide the member with its towage service.
- 5.4 The company undertakes to maintain a current stock of minor parts of the most common vehicles in Malta, but shall bear no responsibility if it does not have, at any time, in stock, parts required for the roadside repair of your vehicle. In default of the availability of such parts from its current stock, the company is duty-bound to provide the towage service even if the roadside repair is a minor one and which could have been carried out within one hour.
- 5.5 A vehicle that has run out of fuel due to lack of replenishment is not eligible for the free breakdown service. Such service will be given at a charge.

6. Towage service (Malta and Gozo)

- 6.1 The towage service, which shall operate only when the required repairs are not minor roadside repairs and which can be carried out within one hour, shall consist of the following:
- 6.2 The company shall tow the vehicle to one destination, which is a destination as requested by the member or by the current driver of the vehicle.
- 6.3 Having towed the vehicle to the destination chosen by the member or by the current driver of the vehicle, 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 said vehicle until it has been repaired and is once more roadworthy and in a good working order. The garage, unless it is the company's garage, shall be deemed to be in a direct relationship with the member and the company shall not accept responsibility for any damage or loss resulting from the garage's acts or omissions.

7. Transport service (Malta and Gozo)

- 7.1 When the towage service mentioned in clause 3 above comes into operation, the company representative shall also offer transport by means of any of the company's vehicles to the member/driver of the vehicle and four other passengers. At the company representative's absolute sole discretion: this transport shall be either to the members home address as recorded with the company or to the nearest point of (public or private) transport service.

8. Replacement vehicle

- 8.1 Further to the membership fee being paid for the breakdown service, a member may further enroll, for an additional fee as indicated in the relevant application form, for the "Car Replacement" scheme whereby the Company will provide a replacement vehicle in case your vehicle breaks down or in case of immobility of your vehicle due to an accident.
- 8.2 Replacement vehicles will be supplied subject to the Terms and Conditions. The replacement vehicle will consist of a four (4) seat passenger vehicle of any model.
- 8.3 Replacement vehicle will only be given to RMF members, whose membership must have commenced at least 48 hours prior to the breakdown or incident, upon the production of a valid driving license and free from any endorsements.
- 8.4 This benefit is only available to drivers aged 21 years and over.
- 8.5 Members will be required to abide by the Terms and Conditions and/or the Rental Agreement of the Company providing the Replacement Vehicle.
- 8.6 The replacement vehicle is to be collected from the Company providing the replacement vehicle within two hours from the recorded service time following the recovery of the vehicle. The replacement vehicle is given to the member, free of charge for a maximum of 48 hours.
- 8.7 Members may, should they not want to collect the replacement vehicle within the two-hour period, declare their intention to avail themselves of the replacement vehicle. However the 48 hours commence to run on the expiration of the two hours grace. Should the member require medical assistance then the service may be availed of within 12 hours from the time of the accident.
- 8.8 Members may avail themselves of the replacement vehicle benefit up to a maximum of three times during their membership period.
- 8.9 Should the company not be in a position to provide a replacement vehicle, the member will be indemnified €19.00 per day.
- 8.10 Members will incur normal RMF or sub-contractor rental charges should the vehicle not be returned to the point of issue within the 48 hours. RMF retains the right to immediately collect such vehicle, should it not be returned once the 48 hours lapse.
- 8.11 The replacement vehicle service is also available to vans and mini-vans, however, the replacement vehicle provided will always be a 4-seat passenger vehicle.
- 8.12 Members will be responsible for any fines that the vehicle incurs whilst it is in their possession.
- 8.13 Should the replacement vehicle be involved in an accident throughout the period of the replacement vehicle benefit, the member shall be responsible for the paying of any insurance excess which may arise.
- 8.14 The Company reserves the right to terminate the replacement vehicle benefits of any member, without explanation, provided the member is given 48 hours notice of the termination of the Car Replacement scheme, and a refund of a proportion of the fee calculated on the basis of days left in the current period of the replacement vehicle benefit.
- 8.15 The company further reserves the right to refuse to provide the benefit or its renewal should circumstances so necessitate without the need to provide any explanations for its decision.

9. Caravans and trailers

- 9.1 Members may further enroll to benefit from a Caravan and Trailer service (CTS) for an additional fee as indicated in the application form.
- 9.2 The CTS service will be provided subject to the conditions stipulated in these Terms and Conditions.
- 9.3 The CTS service shall consist of a breakdown service to the mobility of the caravan or trailer. The breakdown service will consist of either roadside repair for up to one hour or, alternatively, towing to one destination on land only.
- 9.4 The CTS service shall be restricted to: -
- (a) trailers or caravans with one axle only;
 - (b) trailers or caravans with a gross weight not exceeding 1,500 kilos (1.5 tons) when laden;
 - (c) caravans, which do not exceed 6.4 meters (21ft);
 - (d) trailers with an overall length not exceeding 7.6 meters (25 ft).
- 9.5 The CTS will operate only in relation to a caravan/trailer, which is roadworthy, and in a good state of repair. The Company reserves the right to refuse providing the CTS service to a caravan/trailer, which is not in a good state of repair and/or is not roadworthy.
- 9.6 The CTS service is only available when the caravan or trailer breaks down on the road. Repair and/or towage of the caravan/trailer situated beyond the road or in a garage/warehouse or situated in the sea, or recovery 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 these Terms and Conditions.

10. Costs met by the company

- 10.1 The company shall meet the cost of:

- (a) sending its representative to the scene of the breakdown (one return journey only); provided that no other attendance for the same fault has been given to the same vehicle - unless it has been repaired and once again roadworthy;
- (b) roadside labour not exceeding one hour;
- (c) towage to a garage if roadside repair is considered to be impracticable, at the company representative's absolute discretion.

11. Company's discretion

- 11.1 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 member's choice shall be at the complete and sole discretion of the company.

12. Obligations of the Member

- 12.1 The member undertakes, to travel in a vehicle or vehicles in a road-worthy, well-maintained and good working condition.
- 12.2 The member undertakes to pay, at their current market price, for any parts, which are replaced, in the course of the breakdown service.
- 12.3 The member shall bear all other costs including, in case of repairs carried out at a garage, even if at the company's garage, the cost of labour, parts, and other overheads, in accordance with the normal practice in trade.
- 12.4 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 chooses to take the vehicle.
- 12.5 The member also undertakes to carry out all other duties indicated in other articles of these 'Terms and Conditions'.
- 12.6 If a member/driver calls the company out, the member/driver will have to pay any cost that go above the Terms and Conditions, such as charges under the Call-Out Limit Scheme.

13. Call-out limits

- 13.1 The Member has the right to call the service company out for breakdown service up to six (6) times within Malta and Gozo per Membership Year and three (3) times per trip within Europe.
- 13.2 If the relevant call-out limit is reached, the company will be entitled to charge an additional premium for each subsequent call-out. The company will also be entitled to restrict the level of breakdown service(s) available to such member during the remainder of that Membership Year.
- 13.3 If the relevant maximum number of 6 call-outs over the last one (1) or two (2) membership years is/ are reached within the last 2 membership years, the company will be entitled to ask for an increased subscription premium for the following membership year.
- 13.4 Unless excessive use of the service continues, the increased price will only be applicable for one Membership Year. The revised subscription price will be notified to Island Insurance Brokers Limited as part of the renewal invitation.

14. Limitation and exclusion of services

- 14.1 The Company has the right to call in the registered vehicle for a general inspection and further has the right to suspend/terminate the membership of that vehicle until the vehicle is repaired as per instructions given by the Company.
- 14.2 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 recovery 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 these Terms and Conditions.
- 14.3 The breakdown service shall not be available for recovery of any vehicle immobilised after an accident, where Emergency Services are involved (Police, Fire, Ambulance) until the clearance has been given by them for the company's staff 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, the service company will not meet those recovery costs. The company will however, provide subsequent recovery, if necessary, to a destination of the member's choice in accordance with the company's normal service, provided the member has already arranged for the vehicles release from its place of storage.
- 14.4 The company shall not meet the cost of:
 - (a) towage from one garage to another or towage of vehicle carrying heavy load, and/ or
 - (b) fuel, spare parts, oil or keys, and/ or
 - (c) any service consequent to vandalism or theft; ditching, sinking in soft ground or immobilization 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 member to carry serviceable spare wheel. This clause does not apply to vehicles that are not provided with a spare wheel by the manufacturer.
 - (e) personal transportation, hotel expenses, vehicle storage, or additional charges due to the vehicle being unattended;
 - (f) ferry crossings for the tow truck and its driver and the towed vehicle and its passengers.
- 14.5 In case of accident or collision, the free breakdown service shall only operate when the towage cost of the vehicle are not recoverable 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 member further undertakes to seek to recover, diligently and efficiently, the towage costs of the vehicle from any source from which it may be recovered and to fully collaborate with the company in the recovery of such towage costs, which collaboration shall include providing the Company with any information it may require, in relation to the accident RMF may issue its member with an invoice for the provision of its services, to be recovered from insurance or from any other source.

- 14.6 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 loss consequential caused as a result of the member availing himself of the service.
- 14.7 Inability to enter the vehicle owing to loss or misplacement of vehicle keys shall not be considered a breakdown and shall not render the member eligible for the free breakdown service.
- 14.8 Furthermore an unattended vehicle shall not qualify for the breakdown service.

15. Subscription

- 15.1 With reference to Article 13.5 of these 'Terms and Conditions' in particular, the member hereby undertakes to assign to the company, which accepts, all his rights to claim any damages from the insurance company insuring the vehicle, or that of the third party, or from any other person whatsoever whether natural or legal, with regard to all costs incurred by the Company in the provision of all and any of its services in terms of these 'Terms and Conditions'.

16. Application, duration, renewal, fees

- 16.1 These Terms and Conditions shall only apply with regard to the services specified in the Application Form.
- 16.2 These Terms and Conditions shall be valid for a period of one year, which period shall also be the period of membership for the purposes of this Terms and Conditions.
- 16.3 The membership fee shall be that indicated in the Vehicle Membership Enrolment Form and may be changed from year to year.
- 16.4 The breakdown service is limited to the islands of Malta and Gozo, excluding Comino and any other island of the Maltese archipelago and automatically up to 14 days within Europe per Membership Year.
- 16.5 These 'Terms and Conditions' may be changed from time to time at the discretion of the Company. The current "Terms and Conditions" shall be available for inspection by any member at the RMF offices during office hours.

17. Governing law & dispute resolution

- 17.1 These Terms and Conditions are governed by the Laws of Malta.
- 17.2 Any disputes arising out of or in relation with these Terms and Conditions shall be determined and finally settled through Arbitration. For this purpose the parties agree that any disputes shall be referred to the Malta Centre for Arbitration located in Valletta Malta and each dispute shall be determined in accordance with Maltese law and regulated by the procedure and Rules of Arbitration, which govern arbitrations in Malta. Disputes will be settled by one arbitrator appointed in accordance with those Rules, unless the parties agree otherwise. The seat of arbitration shall be Malta unless the parties otherwise agree. The decision given by the arbitral tribunal shall be final and an appeal from such a decision shall only lie in accordance with, and subject to the provisions of, the Arbitration Act, Cap. 387 of the Laws of Malta.

18. Cancellation Policy

- 18.1 No refunds will be issued in respect of new membership applications and/or renewals, which have already been processed. Any other cancellations/ transfers are subject to administration fees.