

## **Terms Of Agreement**

The following is an outline of service entitlements and conditions available to you as a member of AST.

This service provides you with a 24 hour breakdown assistance cover all over Malta and Gozo.

Please read carefully the following Terms and Conditions that are applicable to this cover:

### **Article I. Subscription**

- v Your subscription will be valid for one calendar year.
- v If your vehicle is over ten (10) years old, it must be inspected at AST workshop.
- v Once the vehicle has passed the inspection at our premises, subscription will commence after three (3) days. If the vehicle was not brought to our premises, the subscription will commence after seven (7) days of signing the application.
- v The subscription is neither transferable nor refundable, if it has already been processed.
- v If the member has not renewed the subscription within fifteen (15) days from expiry date, AST will issue instructions requesting a vehicle inspection prior to renewing the subscription.
- v If the subscription has expired and within fifteen (15) days the vehicle needs assistance, AST can assist you only against a fee of €15 and the renewal of the standard fee, prior to assistance. If the renewal has elapsed by fifteen (15) days or more from the expiry date of the subscription, the member shall have to pay a fee imposed by AST.

### **Article II. General Terms & Conditions**

- v Your vehicle must be maintained in a road worthy condition and in good running order at all times.
- v The subscription is not valid, if the vehicle is not roadworthy at the date of registration.(see article 1.iii)
- v The service is limited to Malta and Gozo only. Special conditions apply where the ferry service is used between Malta and Gozo.
- v The roadside assistance service will be provided to you only when your vehicle is disabled due to mechanical, electrical failure, or due to an accident. This excluded fire, theft or attempted theft or vandalism.
- v For the protection of your vehicle, services will be rendered only in your presence. After requesting assistance, you are to remain with your vehicle until AST recovery vehicle arrives on site. Alternatively you may agree with AST to meet at a mutually agreed point.
- v If you subsequently decide that you no longer require the service and/or you leave the site and/or vehicle is unattended, you are required to inform AST accordingly. Failure to do so will result in a €15 fee being charged to be assisted.
- v The service is limited to repairing your disabled vehicle on the road where possible, or upon failure to achieve this, to tow it directly to an address of your choice within Malta and Gozo.
- v If you choose to have your vehicle towed to a garage or to a repairer; and it is subsequently found that the vehicle cannot be left there as a result of the place being closed or the owner/repairer refusing to accept the vehicle, then the vehicle will be towed to your home address and a fee will be payable.
- v AST will refuse to send any assistance or carry out any services if the vehicle is unattended. A person must be present while vehicle is being towed unless a valid reason is given. Thus the repairs or towing will be done only in your presence or at your own risk.
- v Only one person, being you or the authorized driver, will be allowed to attend in the AST vehicle to accompany your vehicle to wherever it is being towed. Alternatively that person has the option of requesting to be dropped off at the nearest Bus Stop. If the towing occurs during night time the person will be dropped off at his residence in Malta.

- v If your vehicle has been involved in an accident that requires the attendance of the Police, Local wardens or Clinics, you are to call for roadside assistance only after you have been given clearance by them to move the vehicle. If AST recovery vehicle arrives on site and is then required to wait until such clearance is given, a fee will be imposed by AST.
- v Member should immediately inform AST when changing your nominated vehicle to obtain a new membership card. In this case the old membership card must be returned. If AST is not informed with the changes, this assistance is required only at a cost.
- v If for any reason you cannot provide evidence of a valid membership, even when AST arrives on the site, AST reserve the right to request payment for the service prior being provided. A receipt will be issued and this payment will be reimbursed only within a week and after due verification of entitlement to the service has been established and the fiscal receipt is returned.
- v AST roadside labour is limited to thirty (30) minutes.
- v AST will do their best to attend to you as quickly as possible. However, there are occasions when some delay will be unavoidable due to severe weather conditions, rush hours, traffic or other circumstances that can create an unusually high demand for roadside assistance.
- v The subscription is entitled to professional advice on any matter relating to your vehicle at AST workshop with no extra charge, when it is involved in a traffic accident.
- v Member can benefit from storage in our premises for the vehicle subscribed after an accident/breakdown until any decision taken by the insurance or owner, free of charge for 7 days. AST will not be responsible for the vehicle after 7 days.

#### Article III. Services relating to battery failure

- v AST will instruct, whether a replacement of your vehicle's battery on the spot can be arranged, if it is necessary, provided that the battery is available in tow truck. You will be quoted the cost of the battery and payment should be effected prior to it being fitted.
- v After the battery has been replaced by AST, you are entitled to have your vehicle's electrical system checked out at AST workshop, at no extra charge.
- v AST reserve the right to charge a fee of €15 on the third call for assistance where the cause of the breakdown is a flat battery .

#### Article IV. Running out of Fuel

- v If your vehicle runs out of fuel, AST can always provide you with an emergency supply of fuel. The fuel charge is always payable, if the car is out of fuel. Assistance will be carried out free of charge only on your first request of this service. If you request this service more than once, a fee of €15 to be paid prior to assistance, in addition to the cost of the fuel .

#### Article V. Services related to keys locked inside or lost

- v If you accidentally lock your vehicle's keys inside, you will be entitled to assistance to gain access to the vehicle in order to recover the keys.
- v If you accidentally lost your vehicle's keys, AST will tow the vehicle to a destination of your choice within Malta and Gozo.  
This service is provided at no extra charge only in respect of the first request. If you request this service more than once, AST are entitled to charge a fee of €15 to be paid prior to the service being provided. AST is not responsible for any damages caused to vehicle as a result of their attempt to gain access into your vehicle.

#### Article VI. Tyre Service

- v AST will replace a faulty wheel and/or tyre as long as a serviceable spare & tools is provided by you.
- v AST are entitled to charge a fee of €15 if the vehicle is not equipped with a roadworthy spare wheel, jack and tools or in the case of vehicles not originally supplied with a spare without the original puncture kit or other continued mobility equipment supplied.

v If there is a problem with more than one tyre and/or wheel, your vehicle will be towed to a destination of your choice. This roadside assistance service does not include the cost to repair any tyres, wheels or accessories.

v Any towing must be taken to the nearest Tyres or Repairer service centre.

Article VII. Limitation and Exclusion of Services

v If you request roadside assistance on more than two occasions where the cause of the breakdown is established as being the exact same mechanical or electrical fault, a fee will be charged on your third call for assistance onwards.

v AST can make any subsequent calls for roadside assistance subject to the payment at a fee if the condition of the vehicle is such that you are likely to incur more breakdowns.

v This roadside assistance service may be terminated by AST at any time and with immediate effect, such termination being communicated to you verbally, by SMS, by e-mail or confirmed by letter sent to your last registered address.

v AST may refuse to provide the service if your vehicle is located in or is to be towed to an area where the road surface is unpaved, which can cause damage to the AST recovery vehicle or is dangerous. It is at AST discretion as to whether they offer to provide the service at a charge.

v If, the task to repair the fault, or to have your vehicle towed, requires non-standard procedures, extra labour or specialist knowledge, the use of dolly wheels, access to the vehicle is limited by the quality of the road surface or other factors, AST may quote a fee to provide this service. If the member agrees to this, the fee must be paid before the service is provided.

v If your vehicle is located in a basement garages or parking area which access to AST recovery is limited to the vehicle due to steep or narrow ramps, low ceilings or such similar factors, AST will do their utmost to provide some form of assistance, however they may ultimately not be in a position to provide the assistance service required at all. Any parking fees relating to this situation are to be fully borne by you.

v This service does not apply when your vehicle needs to be towed:

Ø from one location to another,

Ø while in the process of being serviced or repairs,

Ø in order for it to be scrapped in any garage or scrapyard,

Ø simply to change the location of where it is parked and/or garaged,

Ø without licence or plates,

Ø for reasons of safety, AST will not carry out temporary repairs on the steering or braking systems of your vehicle, or on any safety components. If any of these parts are damaged your vehicle will be towed.

v The roadside assistance service is not applicable if your vehicle has a laden weight that exceeds 3499kgs. When calling for assistance, you should inform AST if the vehicle is loaded with any goods. If AST recovery vehicle arrives on site and is required to wait while the vehicle is unloaded, a fee will be imposed by AST.

v If AST have reason to believe that your vehicle has been involved in any illegal activities or is subject to a current police investigation, they have the option either to refuse providing assistance or otherwise at an extra charge.

v The roadside assistance service applies to your vehicle only and not to any trailers or caravans. This service can be provided at an extra charge.

v If AST suggest that a part needs to be replaced on the spot to become mobile once again, they will quote a price for the part and you will have the option to pay for this part or else your vehicle will be towed.

v AST has the right not to provide the service if in their opinion this would put their vehicle or personnel in any danger. No service will be provided if the driver is under the influence of alcohol or drugs (other than drugs taken under medical supervision and not for the treatment of drug addiction).

- v AST will not be responsible for any damage caused to any low-hanging spoilers, side-skirts, modified suspension or any non-standard items while your vehicle is being towed.
- v Free membership does not include towing that can be recovered by third parties. It is at AST's sole discretion as to whether to accept to tow a vehicle that has already been towed by another service provide in the same breakdown incident.
- v If the member was involved in an accident and the member was not at fault, the third party has to pay a fee imposed by AST prior assistance, thus the member will have a clear history.
- v Article VIII. Transport between Malta and Gozo  
If the vehicle is normally based in Malta and assistance is requested while it is in Gozo, or vice-versa:
  - v The fees payable\* to Gozo Channel by AST to send both their driver and recovery vehicle will be borne by you and are payable before the service is provided.
    - \* Fees payable are €25 + Ferry Ticket
  - v You or the authorized driver only must accompany your vehicle if Gozo Channel accept to transport the disabled vehicle on the vessel without the need for the recovery vehicle to be present. If permission is not granted you will be required to pay an additional fee.
  - v AST recovery vehicle will only queue to board the ferry only if it will be boarding the first vessel that will depart.
- v AST reserves the right to amend or change the rules from time to time. It is in the members interest and responsibility to read the terms and conditions with each renewal.**
- v Any fees should be paid prior to assistance**
- v Always keep membership card in your vehicle.**

**Should you desire any further clarification on this document please contact on 21552599.**

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**Visit our website:  
[www.autoclin.com.mt](http://www.autoclin.com.mt)  
We wish you Safe and Happy Motoring!**