

Elmo Insurance Ltd. has reached an agreement with RTS Recovery Towing Service (RTS) to provide roadside assistance to all policyholders at subsidised rates. **If roadside assistance is required, please call on 2033 7777 / 7949 2950.**

- Please read carefully these Terms and Conditions (including charges) which are applicable to the roadside assistance service provided by RTS Recovery Towing Service (RTS) covering the geographical area of Malta and/or Gozo (refer to Sections 1 to 11 and 13 to 15).
- Kindly note that special charges, Terms and Conditions (over and above those mentioned under Sections 1 to 11 and 13 to 15) apply to European Roadside Assistance Services. Please refer to Section 12.
- These Terms and Conditions are applicable with effect from 01 February 2023. You may refer to our website www.elmoinsurance.com for updated terms and conditions.

Definition of words

The words or expressions listed below have the following meaning when used in this document:

We/us/our/company	Elmo Insurance Ltd.
The contractor/service provider/RTS	RTS Recovery Towing Service (RTS), his staff and vehicles providing the service.
You/your	The policy holder or any authorised driver as outlined in the policy schedule.
Roadside assistance	Assistance when the vehicle is disabled due to a mechanical or electrical failure or due to an accident (unforeseen event causing damages to the vehicle).
Usual place of residence	Home address in Malta or Gozo, and in Europe the closest accommodation facility.
Period of insurance/membership year	The period shown in the schedule of your motor insurance policy and any further period for which we accept your premium.

1. Membership

Membership of the service will only become valid three (3) days after the effective date of the membership.

2. Number of roadside assistance calls covering the geographical area of Malta and/or Gozo.

The membership entitles you to a total of three (3) call outs in one (1) membership year, subject to the terms and conditions.

RTS will notify you of the exhaustion of the three (3) call outs. Any subsequent service requests will be charged at the normal service provider's fees.

Provisions have also been made to extend cover for additional calls, in respect of private vehicles that are less than ten (10) years old. This would have to be agreed upon inception of the membership and comes at an additional cost.

3. Calling for roadside assistance

If assistance is required, please call on **2033 7777** or **7949 2950**.

When calling for assistance you must quote the **registration number plate**, make and model and your insurance policy number. It is important to explain and confirm the **breakdown location** (forward the vehicle breakdown location via WhatsApp) and the **name of the street**. RTS will ask questions related to the breakdown which must be answered accurately, and they will send a representative to the breakdown site as soon as possible.

Should you manage to repair the vehicle before an RTS representative arrives, it is important that RTS are informed immediately, otherwise this will still be considered as a call for assistance and will be deducted from your entitlement of calls.

RTS reserves the right to refuse service where a call for assistance is made through an unknown or unidentified number, through voicemail or via message.

4. Assistance provided by RTS

RTS will do their best to assist you as quickly as possible. There are occasions when some delay will be unavoidable due to traffic, weather conditions or other circumstances that create a high demand for roadside assistance service.

For protection of your vehicle, service will be rendered only in your presence or an appointed person of your choice.

- a. RTS may provide service of any minor repairs within a reasonable time and materials used will be charged for separately. The determination of whether a roadside repair is a minor repair and the decision to have the vehicle towed to a garage of the driver's choice shall be completely at the discretion of the RTS representative. If the repair garage or destination suggested by you refuses to keep the vehicle, you will be towed to your place of residence or another garage at a charge of € 35.

- b. If a vehicle is disabled after office hours, weekends or public holidays and the repair garage is closed, the vehicle shall be towed to the your residence or to a place of the your choice. If service is later required to tow the vehicle to a repairer, this will be considered as another tow.
- c. If the towing vehicle arrives on the service location and there is no one attending to the vehicle, the tow truck will wait up to ten (10) minutes and will then leave. A call will also be deducted from your entitlement. A fee of € 35 will be charged for another call out to the same destination within fifteen (15) days.
- d. RTS may provide transport to the driver of the broken-down vehicle to the destination where the vehicle is being towed or to the nearest bus stop. If the break down occurs at night after ten (10) pm, you will be dropped off at your residence.
- e. If your vehicle has been involved in an accident that requires assistance from the Police or the Wardens, you need to call for roadside assistance only when you have been given the clearance that you can move the vehicle. A fee of € 35 is payable if the towing vehicle arrives on site and is required to wait until such clearance is given.
- f. If the vehicle is located in a basement garage or parking area to which access to the recovery vehicle is limited due to steep or narrow ramps/roads, low ceilings or other similar factors, RTS will do their utmost to provide assistance at a fee of € 45. They may however not be in a position to provide the service required. Any additional operational costs, parking fees/fines relating to such situation are fully borne by you.
- g. Where there is need for special machinery that is cranes, high-ups etc, in case the vehicle ends up in a field, sandy places, roundabouts or flooding of more than thirty (30) centimetres (cm) of water etc., specific charges for the hire of special machinery will be fully borne by you.
- h. RTS will only tow vehicles supplied with a tow hook. In case that the vehicle does not have a tow hook, service may be provided at the vehicle owner's/your risk and RTS cannot be held liable for any damages to the vehicle.
- i. The contractor may charge a fee for subsequent calls if in their opinion the condition of the vehicle is likely to incur more breakdowns. You will be informed of this matter in writing and Elmo Insurance Ltd. will send a copy of this correspondence. RTS may at their own discretion refuse to offer their services.

5. Transport between Malta and Gozo

If the vehicle is normally based in Malta and assistance is requested while in Gozo, or vice versa, the fees payable to Gozo Channel for your vehicle, the contractor's driver and the recovery vehicle will be borne by you and must be paid before the service is provided.

6. Service relating to battery failure

In the event of the vehicle being immobilised due to a battery problem, the service provider will assist you with a battery boost service.

The contractor reserves the right to charge a fee of €35 on the third call for assistance where the cause of breakdown is a flat battery. The fee will have to be paid before the assistance is provided.

At your option, a replacement of the vehicle's battery may be arranged, provided that the battery is available in stock.

You will be quoted the price of the battery and payment must be effected prior to the battery being installed. After the battery has been replaced you are entitled to have your electrical system checked at no cost at the contractor's garage. When a battery is installed by the service provider, a two year warranty is issued. It is important that RTS are contacted in case of any issues with the battery. Warranty terms and conditions must be respected.

7. Running out of fuel

If your vehicle runs out of fuel, our contractors will tow your vehicle to the closest service station.

If you request the same service within the membership year, the contractor is entitled to charge you a service fee of € 35.

8. Assistance to gain access to your vehicle

In the event that the vehicle's keys are damaged, lost or locked by mistake in the vehicle (Keys need to be visible, either in the ignition or in the vehicle), you may request assistance from the service provider at a fee of € 35.

The service will be provided as long as the vehicle can be opened.

Alternatively, you may request for your vehicle to be towed to a destination of your choice in Malta or Gozo at a fee of € 35. If the vehicle is in gear and access was not successful, the vehicle cannot be towed.

If the service provider does not manage to access the keys inside the vehicle and if the vehicle cannot be towed, you may be driven to and from your residence to get your spare key at a service fee of € 35.

9. Flat tyre assistance

RTS will replace a faulty tyre if it is safe to do so and if the vehicle is equipped with a roadworthy spare wheel, lock nuts and any special tools required.

If a spare wheel or kit is not available or if the vehicle has more than one flat tyre, the contractor will tow you to the nearest vulcanizer, repair shop or your residential address.

The roadside assistance does not include the cost of repairing any tyres, wheels or accessories.

RTS may also offer a mobile tyre service at the cost of € 25.

10. Membership does not cover the following:

- a. Towing the vehicle from one repair garage to another.
- b. Towing of a vehicle carrying a heavy load.
- c. Towing of a vehicle that has been vandalised or stolen.
- d. The replacement of the wheel rims.
- e. When the vehicle has no number plates, no assistance will be given, unless proof of cover or the corresponding logbook is provided.
- f. When damage to the vehicle is a consequence of the driver's state of intoxication and/or the recreational use of drugs, toxins, narcotics or other psychotropic substances.
- g. If a member is towing a trailer behind his vehicle, cover is not provided for the object being towed.
- h. The service does not include free assistance at any racing track, any off-road tracks, car shows and anywhere that is not an asphalted road.

- i. RTS drivers reserve the right to refuse to allow pets on board a tow truck.
- j. RTS reserves the right not to provide roadside assistance if it could place the tow truck and/or personnel in any danger.
- k. Assistance to gain access to your vehicle if keys are damaged, lost or locked by mistake in the vehicle. Service may be offered at a charge.
- l. European Roadside Assistance for vehicles that are more than ten (10) years old.
- m. European Roadside Assistance without an RTS Inspection Certificate.

11. General Conditions

- a. Your vehicle must be maintained in a road worthy condition and in good running order.
- b. Your entitlement of the roadside assistance service will be valid until the renewal date as stated in your policy certificate. The entitlement is not transferable or refundable.
- c. An electronic receipt will be sent to you for any additional services rendered by RTS.
- d. Any fees or amounts payable to the contractor are payable in cash only.

12. Special Terms and Conditions for European Roadside Assistance

Kindly note that special charges, Terms and Conditions (over and above those mentioned under Section 1 to 11 and 13 to 15) apply to European Roadside Assistance Service.

European Roadside Assistance will be provided **free of charge** for a maximum of fourteen (14) days from the date of departure to the date of return to Malta or Gozo for **one trip only**.

Assistance is limited to one (1) roadside assistance call out between the specified departure date and return date.

The vehicle must be less than (10) ten years old and is to undergo a road worthiness test which will be carried out by RTS, at least five (5) days prior to departure. A charge of € 20 will apply. You may call during office hours for an appointment. An RTS Inspection Certificate will be issued which will be valid for 30 days.

In case assistance is required, you will need to contact RTS on **2033 7777 / 7949 2950**. RTS will immediately coordinate the assistance service with its European Roadside Assistance providers. You are required to have available the vehicle details and the full details of the GPS bearings.

The service provider will provide free of charge service on the spot of any minor repairs if they do not exceed one (1) hour of labour. Any materials used will be charged for separately. The determination of whether a roadside repair is a minor repair and the decision to have the vehicle towed to the closest place where the repairs can be carried out shall be completely at the discretion of the European service provider. This service will be free of charge up to a limit of 100Km (62 miles). Distance exceeding this limit will be charged at € 1.20 per kilometer (Km). If you request to have your vehicle towed to a preferred garage of your choice, a fee of € 1.20 is charged per kilometre (km). Toll

road charges, port charges and/or other costs to load the vehicle onto a vessel will be borne by the vehicle owner/member.

When the vehicle is located outside of Malta or Gozo but within Europe, the place of residence will be the hotel you are residing at. The assistance service is limited to European countries, but exclusions may apply.

What is not covered free of charge for European Roadside Assistance

- a. A puncture burst or ripped tyre, unless the incident is a double puncture or double ripped tyre.
- b. Motorcycle punctures.
- c. A vehicle that runs out of electrical charge or fuel due to lack of replenishment.
- d. Assistance to gain access to your vehicle, in the event that the vehicles' keys are damaged, lost or locked by mistake.
- e. Assistance at any racing track, any off-road tracks, car shows and anywhere that is not an asphalted road.
- f. European assistance without an RTS Inspection Certificate.

RTS may at their discretion provide service that is not covered free of charge under the Terms and Conditions against a fee which would need to be paid to them prior to commencement of the service.

13. Important Notes

RTS is an independent contractor and Elmo Insurance Ltd. assumes no responsibility for any personal items left in the vehicle and for damages to the vehicle resulting from the rendering of service by RTS.

RTS will bear responsibility for the towing of the vehicle but shall not bear the responsibility of damage occurring to the towed vehicle during the towage operation, or for any delay or consequential loss, unless the member can provide proof that the service provider and/or his employees have carried out the service with negligence and have not used the required skills or tools to perform the required service.

While your vehicle is being towed, RTS will not be responsible for any damages caused to any low-hanging spoilers or as a result of your vehicle having a modified suspension.

The contractor shall be released of all liability when it is unable to carry out any of the services covered by the membership due to force majeure.

14. Complaints procedure

RTS are committed to providing you with a good standard of customer service. Should you feel that RTS have failed to do so, please take up the matter with RTS within five (5) days from when the service was provided. If you are still not satisfied with the response provided by RTS, kindly submit a complaint in writing to Elmo Insurance Ltd. by email on complaints@elmoinsurance.com, providing details relating to the incident and the matter will be referred to RTS.

15. Governing Law

These Terms and Conditions are governed by the Laws of Malta.

RTS Membership Fees - Malta and/or Gozo

Fees are applicable per vehicle.

Insurance Policy Cover	Membership Fee per period of insurance	
Comprehensive Private Vehicles	Free of charge or € 18	Limited up to three (3) calls per period of insurance. Membership may be extended to an unlimited number of calls in Malta and/or Gozo. It may only be purchased upon inception of the insurance policy. This membership is only available to vehicles that are less than ten (10) years old.
Third Party Only or Third-Party Fire & Theft Private Vehicles	€ 18 or € 28	Up to a limit of three (3) calls per period of insurance. Membership may be extended to an unlimited number of calls in Malta and/or Gozo. It may only be purchased upon inception of the insurance policy. This membership is only available to vehicles that are less than ten (10) years old.
Commercial Vehicles up to three (3) tons	€ 25	Limited to three (3) calls per period of insurance. This membership cannot be extended to an unlimited number of calls.
Commercial Vehicles over three (3) tons	€ 85	Limited to three (3) calls per period of insurance. This membership cannot be extended to an unlimited number of calls.
Motorcycles/ Quadbikes	€ 20	Up to a limit of three (3) calls per period of insurance. This membership cannot be extended to an unlimited number of calls.

RTS Membership Fees - European Roadside Assistance

- Please refer to the special Terms and Conditions for European Roadside Assistance in Section 12.
- Applicable to vehicles of less than ten (10) years old.
- RTS need to be contacted for the purchase of additional packages listed below.

Private Vehicles	First trip only Included as part of your membership	<ul style="list-style-type: none"> • One (1) trip only, maximum limit of fourteen (14) days. • Up to a limit of one (1) call out only. • Service at a fee.
Private Vehicles Comprehensive Cover Third Party Only Cover Third-Party Fire & Theft Cover	Additional trip € 40 per trip	<ul style="list-style-type: none"> • Maximum limit of fourteen (14) days per trip. • Up to a limit of one (1) call out per trip. • Service at a fee.
Commercial Vehicles Up to 1.5 tons	€ 120 per trip	<ul style="list-style-type: none"> • Maximum limit of fourteen (14) days per trip. • Up to a limit of one (1) call out per trip. • Service at a fee.
Motorcycles/Quad bikes	€ 75 per trip	<ul style="list-style-type: none"> • Maximum limit of fourteen (14) days per trip. • Up to a limit of one (1) call out per trip. • Service at a fee.

RTS may at their discretion provide service that is not covered free of charge under the Terms and Conditions against a fee which would need to be paid to them prior to the commencement of the service.



RTS Recovery Towing Service,
New Street in Tal-Handaq Road, Qormi

If roadside assistance is required:

2033 7777 / 7949 2950