

# MTC ROADSIDE ASSISTANCE TERMS AND CONDITION



## 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 period, subject to the terms and conditions.

MTC will notify you of the exhaustion of the three (3) call outs. Any subsequent service requests will be at a charge.

Provisions have also been made to extend cover for additional calls, in respect of Private and Commercial vehicles (up to 3.5 tons gross weight) 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 **21 433333 / 79 433333**

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 your vehicle breakdown location via WhatsApp) and the **name of the street**. MTC 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 your vehicle or roadside assistance is no longer required before an MTC representative arrives, it is important that MTC are informed immediately, otherwise this will still be considered as a call for assistance and will be deducted from your entitlement of calls.

MTC 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 MTC

MTC 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. MTC 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 your vehicle towed to a garage of your choice shall be completely at the discretion of the MTC representative. If the repair garage or destination suggested by you refuses to keep your vehicle, you will be towed to your place of residence or another garage at a charge of € 35.
- b. If your vehicle is disabled after office hours, weekends or public holidays and the repair garage is closed, your vehicle shall be towed to your residence or to a place of your choice. If service is later required to tow your vehicle to a repairer, this will be considered as another tow.
- c. If the recovery vehicle arrives at the service location and there is no one attending to your vehicle, the recovery vehicle will wait up to fifteen (15) 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. MTC may provide transport to the driver of the broken-down vehicle to the destination where your vehicle is being towed or to the nearest bus stop.
- 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 your 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 your 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, MTC 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.
- g. Any additional operational costs, parking fees/fines relating to such situation are fully borne by you.
- h. Where there is need for special machinery, that is cranes, high-ups etc, in case your vehicle ends up in a field, sandy places, roundabouts or flooding of more than thirty (30) cm of water etc., specific charges for the hire of special machinery will be fully borne by you.
- i. MTC will only tow vehicles supplied with a tow hook. In case your vehicle does not have a tow hook, service may be provided at

your own risk and MTC cannot be held liable for any damages to your vehicle.

- j. MTC will send a qualified person on the spot at an additional fee if a diagnostic tool is required for an electric vehicle.
- k. MTC may charge a fee for subsequent calls if in their opinion the condition of your vehicle is likely to incur more breakdowns. You will be informed of this matter in writing. MTC may at their own discretion refuse to offer their services.

## **5. Transport between Malta and Gozo**

If your vehicle is normally based in Malta and assistance is requested while in Gozo, or vice versa, the fees payable to the ferry for your vehicle, MTC's driver and the recovery vehicle will be borne by you and must be paid before the service is provided. These fees are in addition to an additional fee of € 50. However, if your vehicle does not require towing between Malta and Gozo, a call will be deducted, and no extra additional fees or ferry charges will be incurred.

## **6. Service relating to battery failure**

In the event of your vehicle being immobilised due to a battery problem, MTC will assist you with a battery boost service. MTC reserves the right to charge a fee of € 35 on the second call for assistance where the cause of breakdown is a flat battery, and you disregarded MTC's advice to replace the battery during the first call out. The fee will have to be paid before the assistance is provided.

At your option, a replacement of your 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. When a battery is installed by MTC, a two (2) year warranty is issued. It is important that MTC are contacted in case of any issues with the battery. Warranty terms and conditions must be respected.

## **7. Running out of fuel or electric charge**

If your vehicle runs out of fuel or electric charge, MTC will tow your vehicle to the closest service station or electric charging point.

If you request the same service within the membership period, MTC is entitled to charge you an additional fee of € 35.

## **8. Assistance to gain access to your vehicle**

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

The service will be provided as long as your vehicle can be opened, and on condition that MTC are not responsible for damage to your vehicle. Person attending vehicle must also present a means of identification.

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 your vehicle is in gear and access was not successful, your vehicle cannot be towed.

If MTC's representative does not manage to access the keys inside your vehicle and if your vehicle cannot be towed, you may be driven to and from your residence to get your spare key at an additional fee of € 35.

## **9. Flat tyre assistance**

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

If a spare wheel or kit is not available, unless not provided by manufacturer, or if your vehicle has more than one flat tyre, MTC will tow you to the nearest vulcaniser, repair shop or your residential address, at an additional fee of € 35, but call out will not be deducted.

The roadside assistance does not include the cost of repairing any tyres, wheels or accessories. MTC may also offer a mobile tyre service at an additional fee of € 25.

## **10. Membership does not cover the following:**

- a. Towing your vehicle from one repair garage to another.
- b. Towing of your vehicle carrying a heavy load.
- c. Towing of your vehicle that has been stolen, vandalised, or cannibalised.
- d. The replacement of the wheel rims.
- e. When your vehicle has no number plates, no assistance will be given, unless proof of cover or the corresponding logbook is provided.
- f. When damage to your 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 you are towing a trailer behind your own 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. MTC reserves the right not to provide roadside assistance if it could place the recovery vehicle and/or personnel in any danger.
- j. Assistance will not be provided if your vehicle is involved in illegal activities or is subject to Police investigations.

- k. Towing of your vehicle, unless caused by breakdown.
- l. Towing your vehicle to and from scrapyards and/or VRT service stations.
- m. Assistance requested for minor difficulties where your vehicle is deemed safe to drive by MTC will not be covered. This exclusion does not apply to the first call-out. From the second call-out onwards, such assistance will be subject to an additional fee of € 35.
- n. MTC drivers reserve the right to refuse to allow pets on board a recovery vehicle.
- o. European Roadside Assistance to your vehicle if it is ten (10) years old or more.
- p. European Roadside Assistance without an MTC 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. Except for the membership fees, any other fees or amounts payable by you to MTC shall be payable in cash or through BOV App. A receipt will be issued or sent to you for any additional services rendered by MTC.
- d. Pre-bookings for Roadside Assistance are not permitted. Requests for service may only be made up to one (1) hour in advance of the required time.
- e. MTC is not responsible for any damage to your vehicle due to delays in providing a service caused by unforeseen circumstances.
- f. MTC is not responsible for any damage to your vehicle if vehicle is modified with equipment which does not meet manufacturers' specifications.
- g. Person attending your vehicle must present a means of identification.
- h. MTC 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.

## 12 .Special Terms and Conditions for European Roadside Assistance

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

In order to be eligible for European Roadside Assistance, your vehicle must be less than ten (10) years old and is to undergo a road worthiness test which will be carried out by MTC, at least five (5) days prior to departure, against an additional fee of € 50. This fee is payable regardless of the outcome of the inspection. You are required to call MTC during office hours for an appointment.

European Roadside Assistance becomes active once the vehicle has a valid MTC Inspection Certificate, issued following successful inspection. This assistance remains in effect if your vehicle has not exceeded thirty (30) days of use or 2,000 km in total distance, whichever comes first, from the date of departure. This limitation applies on a cumulative basis during all trips and is not restricted to a single trip.

MTC 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 your 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 100 km. Distance exceeding this limit will be charged an additional fee of € 1.20 per km.

As long as these limits are respected, European Roadside Assistance is fully covered under the MTC Inspection Certificate. If either limit is exceeded whilst you are on a trip, European Roadside Assistance will still be provided. However, it will be subject to an additional fee of € 100 plus € 1.20 per km, for each call out, for your vehicle to be towed to the closest place.

In case European Roadside Assistance is required, you will need to contact MTC on **21 433333 / 79 433333**. MTC will immediately coordinate the assistance service with its European Roadside Assistance providers. You are required to have available your vehicle details and the full details of the GPS bearings.

For the avoidance of doubt, no call-out deductions will be made from your allowance for European Roadside Assistance, even when the service is provided beyond the stated limits.

Toll road charges, port charges and/or other costs to load your vehicle onto a vessel will be borne by you.

When your vehicle is located outside of Malta or Gozo but within Europe, the place of residence will be the hotel or place you are residing at.

The Roadside Assistance service is limited to European countries, but exclusions may apply.

Furthermore, if your vehicle needs to be towed to Malta or Gozo, apart from an additional fee, you must pay for the fees of the ferry, the driver of MTC and the recovery vehicle, which fees must be paid beforehand.

### **13 What is not covered free of charge for European Roadside Assistance**

A puncture, burst or ripped tyre, unless the incident is a double puncture or double ripped tyre.

Motorcycle punctures.

A vehicle that runs out of fuel or electrical charge due to lack of replenishment.

Assistance to gain access to your vehicle, in the event that your vehicles' keys are damaged, lost or locked by mistake.

Assistance at any racing track, any off-road tracks, car shows and anywhere that is not an asphalted road.

European assistance without an MTC Inspection Certificate.

MTC 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.

### **14. Important Notes**

MTC will bear responsibility for the towing of your 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 you can provide proof that the service provider and/or their 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, MTC will not be responsible for any damage caused to any low-hanging spoilers or as a result of your vehicle having a modified suspension.

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

### **15. Complaints procedure**

MTC are committed to providing you with a good standard of customer service. Should you feel that MTC has failed to do so, please take up the matter with MTC within five (5) days from when the service was provided. Kindly submit a complaint in writing to [info@mtc.com.mt](mailto:info@mtc.com.mt), providing details relating to the incident.

### **16. Governing Law and Jurisdiction**

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