



Your AutoStar Assist (ASA) Membership Policy in full

If you require Breakdown Assistance

1. Where Service is available:

The Breakdown Service detailed in this Policy only applies to those ordinarily resident in the republic of Ghana travelling in a vehicle which first becomes stranded either at the Member's Home Address or within a radius of more than a quarter of a mile from the Member's Home Address following a breakdown or accident .

2. How to contact ASA:

If you have broken down and require assistance, please contact ASA on **tel number 18213 (MTN toll free)**. It is important that you contact ASA so that we can allocate you to a preferred garage close to your breakdown if our roadside assistance is not sufficient in your particular circumstances. If you contact a garage direct this will not form part of the service we provide under your membership.

3. How ASA will identify that you are entitled to assistance:

If you have access to Breakdown Service under Single Membership, please always carry your Membership card with you (this is also applicable to Joint and Household Members).

If you have access to Breakdown Services, ASA recommends that the Membership card is kept in the registered vehicle as the driver will require the card to access the service. Please note that ASA is entitled to assume that anyone driving or travelling in the registered vehicle is authorised by the Member to request assistance for that vehicle.

When you contact ASA for assistance you will be asked to show your Membership card to ensure that only those Members entitled receive the service.

If a valid Membership card and additional proof of identity cannot be produced, ASA reserves the right to refuse service. For further details please refer to General Terms & Conditions, clause 3.

Please also note that you should advise ASA immediately of any changes to name or address. Please refer to General Terms & Conditions, clause 13.

4. If you're not an ASA Member or don't hold the relevant level of Service:

If you are not entitled to any ASA Breakdown Services or you are not, at the time of the breakdown, entitled to the particular assistance service(s) you require, ASA may still be prepared to provide the required assistance at our discretion. If so, you would be required to pay the usual fee for the relevant ASA Membership Service.

5. If you are provided with breakdown assistance service(s) but default in making payment for your ASA Membership (or for the relevant part thereof):

Subject to any statutory rights you may have as a consumer, if ASA provides breakdown assistance services under your ASA Membership, at your request or at the request of



someone who ASA believes is entitled to request assistance under your Membership, and subsequently it becomes apparent that you have not paid for your Membership (or the relevant part thereof) then ASA will be entitled to charge you for the usual Membership fee.

6. If you need to complain

We aim to provide you with a high level of service at all times. However, there may be a time when you feel that our service has fallen below the standard you expect. If this is the case and you want to complain, we will do our best to try and resolve the situation.

There are several ways you can contact us:

Phone: 18213 (MTN Toll Free)

Email: info@autostarassist.com

Post: P.O.Box MS383 Mile Seven, New Achimota, Accra

If we acknowledge your complaint, we will advise you of who is dealing with it and when we expect to provide you with a response. We aim to respond fully within 8 weeks. However, if we are unable to provide a final response within this period we will write to you before this time and advise why we have not been able to offer a final response and how long we expect our investigations to take.

If you remain unhappy with our final response, or we have not managed to provide a final response within 8 weeks of your complaint, you may be entitled to refer your complaint to arbitration by a single arbitrator to be appointed by agreement between the parties or in default of such agreement within 14 days of the notification of a dispute. Application will be made to the Chairman for the time being of the Chartered Institute of Arbitrators of Ghana.

Such arbitration shall be conducted in Ghana in accordance with the Rules of Arbitration of the said institute and subject to and in accordance with the provisions of the Arbitration Act 2010. To the extent permissible by law, the determination of the arbitrator shall be final and binding upon the parties.

7. Definition of words and phrases used in this Policy

Some common terms are used to make this Policy easier to understand. Wherever the following words or phrases appear they will always have the meaning set out below:

‘ASA’ means the relevant breakdown Service being Recovery Star Automobile Limited. (Trading as AutoStar Assist) for Roadside Assistance, as the context requires or allows.

'Breakdown' means an event: which causes the driver of the relevant vehicle to be unable to start a journey in the vehicle or involuntarily brings the vehicle to a halt on a journey because of some malfunction of the vehicle or failure of it to function; and after which the journey cannot reasonably be commenced or continued in the relevant vehicle; provided always that any part or other failure shall not be considered to be a breakdown unless it results in the vehicle not working as a whole.

'Member' means:

For Single Membership, the person to whom the Membership documentation is addressed and who has purchased or been given Membership; and whose address is recorded with ASA as the home address of the vehicle registered under the relevant Membership

Please note: Any contract for Breakdown Service is between the Member and ASA and not, in the case of Single Membership, between ASA and any person nominated as a Joint or Household Member.

'Member's Home Address' means the address which ASA has recorded as the home address of the Member at the time of the relevant breakdown or accident.

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

'Your Vehicle' means:

Any vehicle which has been registered for Service with ASA at the time of the relevant breakdown or accident; and provided always that any such vehicle meets the vehicle specification set out at paragraphs 10 and 11 below.

Roadside Assistance – This is the minimum level of Service and ASA provides roadside assistance within a radius of more than a quarter of a mile from the Member's Home Address following a breakdown or accident , 24 hours a day, 7 days a week.

Towing Service - ASA's number 1 aim is to fix your car, but if it cannot be fixed it will be taken to ASA's choice of relevant local repairer or to a local garage of your choice, provided it is further than a radius of more than a quarter of a mile from the Member's Home Address following a breakdown or accident.

8. About ASA Breakdown Service

This section details the different kinds of Service that are available under ASA Membership. **Services available**

ASA offers a number of breakdown assistance services which can be purchased as part of Membership.

Types of Service

Membership is available as either a Single, Joint or Household based.

- i. **Single Membership:** ASA provides services to the Member, as driver or passenger, in any vehicle registered under the Membership at the rates detailed below on a quarterly, bi- annual or annual basis or
- ii. **Joint Membership:** Gives one other nominated person living at the Member's Home Address access to ASA Membership in any vehicle registered under the membership at the rates per annum detailed below;or
- iii. **Household Membership:** Gives up to four other nominated people living at the Member's Home Address access to ASA Membership in any vehicle registered under the membership at the rate per annum detailed below.

Table 1

Services	Quarterly	6 Monthly	Annual		
	Single	Single	Single	Joint	Household (max.4 persons)
	175 GHC inc VAT & NHIL	250 GHC inc VAT & NHIL	425 GHC inc VAT & NHIL	655 GHC inc VAT & NHIL	955 GHC inc VAT & NHIL
24/7 Call Centre	✓	✓	✓	✓	✓
Motorcycle Mechanics	X*	✓	✓	✓	✓
Tyre/Battery call out service (8am-8pm)	X*	X*	✓	✓	✓
Recovery At Home	X*	X*	✓	✓	✓
Tow Truck Callouts	2	4	Unlimited	Unlimited	Unlimited
Towing Distance to nearest garage	25km	50km	100km	100km	100km
National Recovery	Coming soon	Coming soon	Coming soon	Coming soon	Coming soon

*= An extra charge will be payable if this service is required



9. Duration of Service

Annual Membership: Service is for 12 months and includes VAT and NHIL. If you pay for Annual Service under a recurring payment authority, for example by Direct Debit, your Service will automatically be renewed at the end of the Membership Year. You will always be advised of this in advance and have the opportunity to cancel your Membership;

10. Vehicle specifications

Breakdown assistance is only available for cars & 4x4s which meet the specifications set out below:

Maximum Vehicle Weight: 3.5 tonnes (3,500kg) gross vehicle weight

Maximum Vehicle Width: 7ft 6in (2.3m)

11. Additional vehicle specifications/restrictions applying to Vehicle Membership only

In addition to the general vehicle specifications set out above, the following terms apply

- a. ASA breakdown assistance is only available under the Membership for a vehicle which has been registered with ASA at the time assistance is requested; and
- b. Where Membership is held, the vehicle must be no more than 10 (ten) years old at the date of registration with ASA; and
- c. It is possible to change the vehicle registered under Membership during the Membership Year. Please note however that service will not be available for the new vehicle until 24 hours after ASA receives notification of the vehicle change. In addition ASA reserves the right not to re-register any vehicle which has been previously registered during the same Membership Year.

12. Transportation of Animals

Please note that horses or livestock will not be covered. See under General Terms & Conditions, clause 1

Service Descriptions –What is Covered and what is not Covered

1. Roadside Assistance

Provided by Recovery Star Automobile Limited (trading as AutoStar Assist “ASA”)

2. What is Covered:

- Roadside Assistance is available if Your Vehicle is stranded at the Member’s Home Address or on the highway more than a quarter of a mile from the Member’s Home Address following a breakdown or accident;

- If, following a breakdown, a Patrol or appointed agent cannot fix Your Vehicle, it will be taken to ASA's choice of relevant local repairer or to a local garage of your choice, provided it is no further than the our choice of garage.
- ASA will make a telephone call at your request following a breakdown.
- Please note that any contract for repair, other than repairs carried out by ASA or its agent at the roadside under Your ASA Membership, is between the person requesting the repair and the garage - it is not ASA's responsibility to instruct the garage to undertake any work required or to pay them for it.

ASA does not guarantee that any recovery to a relevant local repairer will be within the opening hours of the garage, or that the garage will be immediately available to undertake any required repair. Whilst ASA will endeavour to check that the chosen repairer carries out the type of repair work required, this cannot be guaranteed and ASA does not provide any assurance or warranty with respect to any work carried out at your request by any third party repairer.

3. What is not Covered:

- The cost of batteries, tyres, spare parts, petrol, oil, keys or other materials required to repair Your Vehicle or any supplier delivery service, or call out charges related to these items;
- The cost of any labour, other than that provided by ASA or its agents under your ASA Membership at the scene of the breakdown or accident;
- Any additional transport or other costs that you might incur or any incidental expenses that may arise during a recovery. ASA cannot be held responsible for any costs for you or passengers who accompany Your Vehicle while it is being recovered;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- A second or subsequent recovery of an unregistered vehicle, after Your Vehicle has been recovered following a breakdown
- Any recovery or tow following an accident (see General Terms & Conditions);
- Assistance following a breakdown or accident attended by the police, highways agency or other emergency service, until the services concerned have authorised the vehicle's removal. If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by You;
- All things excluded under General Terms & Conditions

General Terms & Conditions

1. General exclusions

Membership does not provide for:

- a. **Any Vehicle servicing or re-assembly:** For example, where this is required as a result of neglect or unsuccessful work on the vehicle (including, but not limited to, DIY vehicle maintenance), other than that on the part of ASA or its agents;
- b. **Garage labour costs:** The cost of garage or other labour required to repair Your Vehicle, other than that provided by ASA or its agents at the scene of the breakdown or accident;
- c. **Fuel draining:** Any costs of draining or removing fuel, lubricants or other fluids as a result of the introduction of an inappropriate substance. In the event of the introduction of an inappropriate substance which results in the need to drain or remove fuel, lubricants or other fluids, the only recovery we will make available to you will be to arrange for your vehicle to be taken to ASA's choice of relevant local garage or another local garage of your choice, provided it is no further, but you will have to pay for any work required;
- d. **Failure to carry a serviceable spare:** Any additional charges resulting from your failure to carry a legal and serviceable spare wheel or tyre, except where this is not provided as manufacturers' standard equipment. ASA will endeavour to arrange on your behalf, but will not pay for, assistance from a third party;
- e. **Having Your Vehicle stored or guarded in Your absence;**
- f. **Vehicles on private property**
- g. The provision of service when Your Vehicle is on private property e.g. garage premises, unless You can establish that You have the permission of the owner or occupier;
- h. **Excess passengers:** The provision of service to or for any other persons other than the driver of the vehicle at the time of breakdown, or to anyone who was not travelling in the relevant vehicle at the time of the breakdown.
- i. **Toll charges etc:** Any toll charges incurred in connection with Your Vehicle as a result of it being recovered;
- j. **Recovering vehicles from trade or auction** The recovery of any vehicles bearing trade plates or which ASA has reason to believe have just been imported or purchased at auction;
- k. **Transporting from trade premises:** The transportation of immobilised vehicles where the ASA considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies.
- l. **Locksmiths, tyre, glass or bodywork specialists costs:** The cost (including any call out charge) of any locksmith, glass, or tyre specialist, should ASA consider this to be required. ASA will endeavour to arrange this help on your behalf, however it will not pay for these specialist services and any contract for services provided will be between you and the relevant specialist. If, in ASA's professional opinion, Your Vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by patrols is required, ASA will arrange the recovery but at Your cost. If use of a locksmith or other specialist would, in ASA's opinion, mobilise the vehicle, no further service will be available for the breakdown in question;

- m. **Specialist lifting equipment** The cost of any specialist lifting equipment (not normally carried by patrols), if this is, in the view of ASA, required to provide assistance e.g. when a vehicle has left the highway, or is standing on soft ground or is stuck in floodwater. In these instances, ASA will arrange recovery but at your cost. Once the vehicle has been recovered to a suitable location, normal service will be provided
- n. **Transporting animals:** The transportation or arrangement of the transportation of any animal. The ASA will not recover horses or livestock.
- o. **Participation in sporting events:** Assistance for vehicles broken down as a result of taking part in any “Motor Sport Event” including, without limitation, racing, rallying, trials or time-trials or auto test.

2. ASA Membership Breakdown Service does not provide for any vehicle recovery following an accident. ASA may, upon request, and at its own discretion be prepared to provide recovery following an accident but, if so, you will be responsible for paying ASA’s charges for this assistance (including, but not limited to, any charges relating to any specialist equipment used).

Please note that, following an accident, or otherwise, it is and remains your responsibility to ensure that you properly comply with any requirements of your motor insurer in making a claim under your motor insurance policy.

3. General rights to refuse service

Please note: if a Member is refused service by ASA the Member has the right to an explanation in writing.

ASA reserves the right to refuse to provide or arrange breakdown assistance in the following circumstances:

- a. **Repeat breakdowns within 28 days:** i.e. where service is requested to deal with the same or similar cause of breakdown to that which ASA attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by ASA are, where appropriate, followed as soon as possible by a permanent repair. Nothing in this provision shall affect any rights You may have in relation to any negligence or breach of contract or breach of any other legal duty on the part of ASA or its agents;
- b. **Unattended vehicles:** i.e. where you are not with Your Vehicle at the time of the breakdown and you are unable to be present at the time assistance arrives;
- c. **Unsafe, unroadworthy, unlawful vehicles:** i.e. where in ASA’s opinion, Your Vehicle was, immediately before the relevant breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road. This includes where breakdown has been caused by the illegal use of or introduction of unsafe substances. Without restricting the generality of ASA’s rights under this provision, please note that for a registered vehicle to be used on, or to be recovered with its wheels in contact with the public highway, it must have/display a valid current excise licence (‘tax disc’). Where no current excise licence (tax disc) is displayed, and unless

we are reasonably satisfied that the vehicle concerned is exempt from such display, we reserve the right to refuse service.

- d. **Assisting where unsafe or unlawful activities** i.e. where, and other than solely as a result of a failure on the part of ASA, the giving of service would involve a breach of the law (including, without in any way restricting the type of breach being referred to under this sub-clause, a breach of ASA's health and safety duties);
- e. We cannot verify Membership: i.e. where you cannot produce a valid Membership card (or appropriate receipt) and some other form of identification. If these cannot be produced, and ASA is unable to verify that the appropriate Membership entitlement is held, ASA reserves the right to refuse service.
- f. However if you are unable to prove entitlement to service or you are aware that you do not hold entitlement to an ASA service, ASA may, at its discretion, offer service on the immediate payment (by automated bank transfer, credit card, debit card or mobile payments) of the usual Membership fee.
- g. Unreasonable behaviour i.e. where ASA considers that You:
 - i. or anyone accompanying You, or who is receiving or is entitled to receive assistance in connection to Your Membership is behaving or has behaved in a threatening or abusive manner to ASA employees, Patrols or agents, or to any third party contractor; or
 - ii. have falsely represented that You are entitled to services that You are not entitled to; or
 - iii. have assisted another person in accessing ASA services to which they are not entitled; or
 - iv. owe ASA money with respect to any services, spare parts or other matters provided by ASA or by a third party on ASA's instruction.

4. Additional services

Any additional services made available by ASA which are not described in these Terms & Conditions are provided on a purely discretionary basis and may be withdrawn at any time.

5. Use of agents

Service from dedicated ASA Patrols is subject to availability and may be supplemented by use of appropriate agents. ASA will only accept responsibility for the actions of an agent where the agent is acting on ASA's instruction.

6. Requests for assistance

All requests for assistance must be made to ASA using the contact instructions provided by ASA from time to time. If You contact a garage direct, You will have to settle its bill and ASA will be under no obligation to reimburse You.

7. Emergency nature of breakdown service

ASA Patrols are trained and equipped to carry out emergency roadside repairs and are not in a position to comment on the general safety or roadworthiness of a vehicle after a breakdown

or an emergency repair. In addition, completion of an emergency repair cannot be taken to signify or in any way guarantee the general roadworthiness of the vehicle concerned.

8. Cancellation of Membership

The Member has the right to cancel their Membership within a 14 day 'cooling off period', commencing either from the agreement of the contract (which is the renewal date for renewing Annual Membership) or the receipt of the relevant Membership documents, whichever happens later.

The following refund policy will apply for Members cancelling within the cooling off period:

- a) the Member will receive a refund of the total Membership premium paid on a pro rata basis of ASA's charges for the duration of the membership held.
- b) You must not, in any event, make further use of the cancelled Membership. Please note that there will be no separate or additional cooling off period(s) during the Membership Year, regardless of any changes that are made to the Membership.

9. Outside of any relevant cooling off period (on joining or renewal) the following will apply:

- a) For Members with Single, Joint and Household Annual Service: subject to any other statutory rights the Member may have, there will be no right to cancel (and therefore no refund of the Membership premium) for the remainder of that Membership year;
- b) If the Member only cancels their automated bank transfer or direct debit, this will not cancel the continuous Membership and we may arrange to collect the payment from the bank details, credit card or debit card supplied for the initial payment, in order to ensure the Member remains covered on an annual basis. We will advise the Member in writing prior to this. Unless otherwise notified by the Member, we will then continue to collect payment using this method, but we will advise the Member in writing that yearly payments will continue in this manner.

10. ASA's Right to Cancel:

ASA shall have the right to cancel any Membership Breakdown Service Policy if:

- a) ASA has been entitled to refuse service under clause 3; or
- b) ASA considers, in its reasonable opinion, and as a result of the Member's conduct, that there has been a breakdown in its relationship with the Member; or
- c) Membership was taken out where ASA was, or is, entitled to cancel an existing or previous Membership under a), or b) of this clause.

No refund of premium shall be due to the Member following a cancellation under sub-clause a). In the event that ASA cancels a Membership in accordance with sub-clause b) or c) where the Member concerned has Annual Membership, ASA shall give a pro rata refund of the premium based on the unexpired Service at cancellation provided always that no service has been given (if service has been given no refund shall be due).

11. Autorenewal

Membership is paid quarterly , bi-annually or annually by Automated Bank transfer, Direct Debit, Continuous Credit Card or mobile payments and as a condition of the Membership the payer agrees to ASA collecting the renewal premium automatically; thus unless we hear to the contrary, your Membership will be automatically renewed at the end of each period (quarterly, bi-annually or annually). A reminder will be sent to advise of the cost of ASA Membership, and any changes to Terms & Conditions that will take effect, at renewal.

If a Member does not want to renew on this basis, they should notify ASA at least 7 days prior to renewal. For information this should be done by contacting ASA on telephone number **18213 (MTN Toll Free)** or by email to Renewals@autostarassist.com

12. Changes to Terms & Conditions

ASA is entitled to change any of the Terms & Conditions at renewal. ASA also reserves the right to make changes to these Terms & Conditions during the Membership Year, on the giving of at least two weeks' notice, where this is necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

13.Changes to your Personal Details

Changes to your name or address must be notified to ASA immediately. This must be done by contacting ASA on tel number **18213 (MTN Toll Free)** or via the ASA website: <http://www.autostarassist.com> or by email to info@autostarassist.com

14. Force Majeure : While ASA seeks to meet the service needs of Members at all times, its resources are finite and this may not always be possible. ASA shall not be liable for service failures where ASA is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside ASA's reasonable control include (but are not limited to) Acts of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, acts of government or authority (including the refusal or revocation of any licence or consent), fire, subsidence, explosion, flood, fog or other bad weather conditions, vehicle, roads that are not reasonably accessible by ASA, equipment or systems failures, shortages of fuel or other necessary supplies, failure of telecommunications lines or systems, default of suppliers or sub-contractors, theft, malicious damage, strike, lock out or industrial action of any kind.

15. Exclusion of liability for loss of profit etc

ASA shall not, in any event, and to the extent permitted by law, have any responsibility for

(a) any increased costs or expenses; or

(b) any loss of:

(i) profit; or

(ii) business; or

(iii) contracts; or

(iv) revenue; or

(v) anticipated savings; or

(c) for any special or indirect losses incurred as a result of or in connection with any service, whether resulting from tort (including negligence or breach of statutory duty), from breach of contract or otherwise. For the avoidance of doubt, nothing in this clause or these Terms &



Conditions shall exclude or restrict ASA's liability for negligence resulting in death or personal injury.

16. Enforcement of Terms & Conditions

Failure to enforce or non-reliance on any of these Terms & Conditions by ASA will not prevent ASA from subsequently relying on or enforcing them.

None of the Terms & Conditions, or benefits, of ASA Membership Breakdown Service are enforceable by anyone else other than the Member.

17. Use of headings. The headings used in this Policy are for convenience only and shall not affect the interpretation of its contents.

18. Interpretation: use of Ghanaian law & language

Your ASA Membership and these Terms & Conditions are governed and should be interpreted by the laws of The Republic of Ghana. The Terms & Conditions are written in English and all correspondence entered into shall be in English.

Service Control - Call Out Limits

Outlined below is the call out limits that apply to ASA Membership Policy within each Membership Year. Service Control is designed to help keep Membership affordable by making sure that high use by a minority of Members is avoided.

1. Additional premiums during the Membership Year

If the relevant call-out limits are reached, ASA will be entitled to charge an additional premium upon each subsequent call-out to continue ASA Membership. ASA will also be entitled to restrict the level of breakdown service(s) available to you during the remainder of that Membership Year.

Depending on Your type of Membership, You have the right to call out ASA up to a maximum number of times in each Membership Year. The limits are as follows:

Please note: For Single Membership, call-outs made by Joint or Household Members are also taken into account when calculating whether the service limit has been reached under a particular Membership.

Your level of Membership will be separately advised to you in your Membership welcome pack and/or Membership renewal letter, and also shown on your Membership card. If you are uncertain of this information then please call Customer Enquiries on **18213 (MTN Toll Free)** or by email to info@autostarassist.com

2. Additional premiums at renewal

If the relevant maximum number of call-outs set out below are reached within the last two Membership Years, ASA will be entitled to ask for an increased premium for the following Membership Year.

3. The maximum call out limits are as follows: Refer to Table 1.