

# FIRST CALL Membership Terms & Conditions

Vehicle Breakdown Assistance and Towing Service Cover & Administration Contract

## *Welcome to the First Call Breakdown Assistance and Towing Services Cover*

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Welcome and thank you for purchasing the First Call Roadside Breakdown Assistance and Towing Services Vehicle Membership.

These Terms & Conditions constitute your First Call Roadside Breakdown Assistance and Towing Services Cover. These Terms & Conditions are valid for members in the Accra, Tema and Kumasi environs joining on or after 1<sup>st</sup> of March 2017. Please read this carefully and keep it in a safe place as any use of your membership is subject to these Terms & Conditions.

Please note that whilst most of the Terms & Conditions relating to this Breakdown Assistance and Towing Services Cover apply to the aforementioned locations, there are some variations depending on the type of membership you have purchased. To work out which of the Terms & Conditions apply to your particular membership, please make sure you read and understand the type of membership you hold. If you require any further clarification on this information, then please call customer enquiries on our hotline number 0302-779618 where one of our advisors will be able to assist.

Separate Terms & Conditions shall apply for members who may intend to utilize the relay service outside the Accra, Tema and Kumasi environs. – to receive this please call our hotline number.

The Terms & Conditions of breakdown cover are set out in the “First Call Breakdown Assistance and Towing services Membership Cover Policy” outlined here. The subscription(s) due us for our services are detailed here below or advised to you in writing separately making up the total cost of your First Call Breakdown Assistance and Towing services Membership.

## ***USEFUL CONTACT INFORMATION***

### ***Contact numbers and addresses***

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**For help via telephone following a breakdown ..... 0302 779618**  
**To renew your Membership ..... 0302 779618**  
**To make changes, cancel or enquire about your Membership..... 0302 779618**  
**Enquiries customer support: info@firstcallgh.com**

## ***FIRST CALL MEMBERSHIP BREAKDOWN AND TOWING SERVICES COVER POLICY -YOUR CONTRACT WITH US***

### ***What to do if you have broken down***

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#### **Where cover is available:**

Breakdown Assistance and Towing Services cover detailed in this Policy only applies when you are travelling in a private vehicle (Salon car, 4x4, Pickup, Mini Van) which first becomes stranded in the Accra, Tema and Kumasi environs (commercial vehicles exempt).

#### **How to contact First Call:**

Activate your First Call 'rescue me' App or Call First Call hotline number on 0302 779618 to activate service.

#### **How First Call will identify that you are entitled to assistance:**

If you are a subscribed Member, First Call recommends that your Membership card/ sticker is kept in the registered vehicle or displayed on the vehicle as the driver will require the card or displayed sticker to access service. Please note that First Call is entitled to assume that anyone driving or travelling in the subscribed Member vehicle can request for assistance. When you contact First Call for assistance you will be asked to show your membership card to ensure that only those members entitled receive service. If you require assistance, please be prepared to show this card or have your membership sticker displayed on the vehicle. If a valid membership card/ sticker cannot be produced, First Call reserves the right to refuse service. For further details, please refer to General Terms & Conditions. Please also note that you should advise First Call immediately of any changes to your vehicle ownership or address.

#### **If you're not a First Call Member or don't hold the relevant level of cover:**

If you are not entitled to any First Call breakdown assistance and Towing services or you are not, at the time of the breakdown, entitled to the particular assistance service(s) you require, First Call

may use its discretion to provide the required assistance. However, if so, in addition to paying the usual premium for the relevant First Call Membership cover, a supplementary premium will be payable. In addition, if you have broken down and require, but don't have, Towing service (and First Call is prepared to upgrade your First Call Membership to include this) First Call is entitled to limit the distance of the recovery under the Towing on this occasion. The maximum mileage will be notified to you when you request assistance and you will be charged for any recovery provided in excess of this mileage. The above notwithstanding First Call shall provide this service only after a 24hrs cooling off period from date of request.

**If you are provided with breakdown assistance service(s) but subsequently default in making payment for your First Call Membership:**

Subject to any statutory rights you may have as a consumer, if First Call provides breakdown assistance services under your First Call Membership, at your request or at the request of someone who First Call reasonably believes is entitled to request assistance under your Membership, and subsequently it becomes apparent that you have not paid for your membership then First Call will be entitled to charge you for the services actually provided. You are required to inform First Call of any changes to persons who are required or authorized to seek the assistance of First Call in the event of a breakdown. Any request of our services due to an unauthorized call out shall be charged against the account holder of that vehicle membership. There shall be no refund for the use or non-use of this service after registration and payment has been effected for the period subscribed.

***Compliments and complaints***

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If you have a compliment or complaint about your First Call Membership Breakdown Cover, we want to hear from you. First Call welcome your comments as they provide the opportunity to put things right and to improve our service.

**Please phone:..... 0302 77 9618**

**Or write to:..... Member Care, First Call, P.O.Box GP 314, Osu, Accra.**

**Email: .....info@firstcallgh.com**

It is First Call's policy to acknowledge any complaint within a reasonable time frame. First Call will advise you of who is dealing with your concerns and, where possible, provide a response.

## ***Definition of words and phrases used in this Policy***

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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.

**‘First Call’** means First Call Breakdown Assistance and Towing Services Limited.

**‘breakdown’** means an event:

a) which causes the driver of the relevant vehicle to be unable to continue 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 b) 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. To access our service, the vehicle must be at least 1km away from the home of the vehicle owner or user. This service is exempt of home starts.

**‘Member’** means:

- **Vehicle Membership**, the person to whom the membership documentation is addressed, who has purchased or been given membership and whose address is recorded with First Call as the home address of the vehicle registered under the relevant vehicle membership.

**Please note:** Any contract for breakdown assistance and towing cover is between First Call and any assigned driver entitled to assistance as a result of the use of the vehicle.

**‘Member’s Home Address’** means the address which the First Call has recorded as the home address of the member or an assigned driver as 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.

**‘You’, ‘Your’** means:

- **Vehicle Membership**, the Member and, if the context requires, any person who is travelling in, and who requests assistance for, a vehicle which is registered under vehicle membership with First Call.

**‘Your Vehicle’** means:

- **Vehicle Membership**, the vehicle which has been registered for cover with First Call at the time of the relevant breakdown or accident;

and provided always that any such vehicle meets the vehicle specifications set out in the registration info provided.

This section details the different kinds of cover that are available under the First Call membership. The cover you hold is set out below or if changes are made these will be confirmed separately to you in writing.

### ***Services available***

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First Call offers a number of breakdown assistance services which can be purchased as part of your membership. These include:

- **Roadside Breakdown Assistance** – This is the minimum level of cover and provides roadside assistance within the Accra, Tema and Kumasi environs, 24 hours a day, every day of the year. First Call's number one aim is to fix your car, but if it cannot be fixed within a reasonable time it will be taken to our nearest approved partner garage or a garage of your choice.
- **Towing** - Recovery to our approved partner garages or a garage of your choice within the Accra and Tema metropolis, assuming First Call is unable to fix your car at the roadside.

All Members must buy Roadside Assistance at least 24 hours before they can utilize any of the above services.

### ***Types of Subscriptions (tax exclusive)***

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Membership is only available as vehicle membership.

**Vehicle Membership** covers the vehicle regardless of who is driving (provided the vehicle is within the limits specified and subscription paid up).

We have 3 different subscription packages:

#### **1. Basic Option**

A maximum of three (3) call outs inclusive of one (1) towing request

#### **2. Essential Option**

A maximum of six (6) call outs inclusive of two (2) towing requests

#### **3. Premium Option**

A maximum of twelve (12) call outs inclusive of four (4) towing requests including Accident Assistance

### ***Duration of cover***

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Membership is available on an annual basis:

- **Annual Membership:** cover is for 12 months and is paid fully in a lump sum figure. If you pay for annual cover under a recurring payment authority, for example by Direct Debit, your cover 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 also renew it yourself.

### ***Vehicle specifications***

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Breakdown Assistance and Towing is only available for certain category of vehicles salon cars, 4x4, Pickups, vans and minibuses which meet the specifications set out below. Please note that the aforementioned does not include, amongst other things, electric pavement vehicles, Buses, heavy duty trucks, electrical wheelchairs, bicycles (including electric bicycles), any vehicle which cannot lawfully be used on the public highway and/or any non-motorised vehicle.

**Maximum Vehicle Weight:** Not exceeding 3000kg

### ***Additional vehicle specifications/restrictions applying to Vehicle Membership only***

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The following terms apply to your Vehicle Membership:

- a) First Call breakdown assistance and Towing services is only available under vehicle membership for a vehicle which has been registered with First Call at least 24hours before assistance is requested; and
- b) It is possible to change or transfer the vehicle registered under Vehicle Membership during the Membership Year. Please note however that service will not be available for the new vehicle until 24 hours after First Call receives notification of the vehicle change. In addition, First Call will require that the previous membership is cancelled before a new vehicle is introduced. The transfer of membership can only entitle the new vehicle to activate a service only after 24 hours and continuing with the entitlements under the previous vehicle. Any new vehicle introduced to replace another shall be in the same category as the previous vehicle (i.e. salon for salon or 4x4 for 4x4).

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### ***Service Descriptions***

#### ***Roadside Breakdown Assistance***

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*Provided by First Call*

**What is covered:**

- Roadside Breakdown Assistance is available if your vehicle is stranded on the highway more than a kilometre from the member's home address following a breakdown or accident;
- If, following a breakdown, our mobile mechanic cannot fix your vehicle within a reasonable time, it will be taken to the First Call's choice of a partner garage or to a garage of your choice within the Accra, Tema and Kumasi locality.
- **Please note that any contract for repair, other than repairs carried out by the First Call approved mobile mechanic at the roadside under your First Call Membership, is between**

**the person requesting the repair and the repairer - it is not First Call's responsibility to instruct the repairer to undertake any work required or to pay them for it. First Call does not guarantee that any recovery to a relevant partner garage will be within the opening hours of the repairer, or that the repairer will be immediately available to undertake any required repair. Whilst First Call will endeavour to check that the chosen repairer under our partner garage scheme carries out the type of repair work required, this cannot be guaranteed and First Call does not provide any assurance or warranty with respect to any work carried out at your request by any third party repairer either your chosen repairer or our approved partner repairers.**

**What is not covered:**

- The cost of spare parts, petrol, oil, keys or other materials required to repair your vehicle or any supplier delivery or call out charges related to these items;
- The cost of any labour, other than that provided by First Call under your First Call 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. First Call does not accept any costs for taxi or any other third party expenses during your recovery;
- Routine maintenance and running repairs e.g. radios, interior light bulbs, heated rear windows;
- Any recovery or tow service outside your entitlement of your subscription. (see General Terms & Conditions of Subscription);
- If the police, highways agency or emergency service insist on recovery by a third party, the cost of this must be met by you;
- A second or subsequent recovery, after your vehicle has been recovered following a breakdown;
- All things excluded under General Terms & Conditions.

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***Towing Service***

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*Provided by First Call*

**What is covered:**

• The Towing service is limited to the number of call outs per each subscription within the specified locality and is available only to those who have not utilized that service. Towing is limited to the first 6kms under your subscription policy any distance outside this will attract an additional fee.

**What is not covered:**

• If you join already requiring towing and First Call is prepared to provide that assistance for the towing concerned then, in addition to charging an increased fee, First Call is entitled to limit the relevant recovery under towing to the maximum mileage notified at the time the request for the

relevant assistance was made and to charge for any recovery provided in excess of that mileage (Please note this can only be done after the 24 hours cool off period and subject to availability of tow trucks);

**Compassionate Towing Assistance:** First Call may be prepared to make towing available outside the prescribed zone if you provide First Call with at least 6 hours notice. Towing outside the Accra, Tema and Kumasi environs is given at First Call's absolute discretion and subject to the availability of tow trucks. The rates determined for this service is charged at a different rate from your subscription rate.

### *General Terms & Conditions*

#### *General exclusions*

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1. FIRST CALL Membership breakdown assistance and towing cover does not provide for:
  - a. 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 First Call or its agents;
  - b. the cost of garage or other labour required to repair your vehicle, other than that provided by First Call mechanics at the scene of the roadside breakdown or accident;
  - c. any costs of fuel, lubricants or other fluids as a result of any form of shortage or need. First Call will arrange for your vehicle to be taken to our partner garage or a garage of your choice but you will have to pay for any work required;
  - d. any additional charges resulting from your failure to carry a legal and serviceable spare wheel or tyre. First Call may at their discretion arrange on your behalf, but will not pay for, any such assistance from a third party;



- e. having your vehicle stored or guarded in your absence;
- f. 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;
- g. If there are people in a broken down vehicle, First Call will seek to arrange, but will not pay for, their onward transportation;
- h. any ferry or toll charges incurred in connection with your vehicle as a result of it being recovered;
- i. the recovery of any vehicles bearing trade plates or which First Call has reason to believe have just been imported or purchased at auction;
- j. the transportation of immobilised vehicles where First Call considers this to be part of a commercial activity, for example, to, from or for motor dealers or delivery companies;
- k. the cost (including any call out charge) of any locksmith, body-glass or tyre specialist, should First call considers this to be required. First Call 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 First Call's reasonable opinion, your vehicle requires recovery to such a specialist to be mobilised and, to effect that recovery, specialist lifting equipment not normally carried by First Call mobile mechanics is required, First Call will arrange the recovery but at your cost. If use of a locksmith or other specialist would, in the First Call's opinion, mobilise the vehicle, no further service will be available for the breakdown in question;
- l. the cost of any specialist lifting equipment (not normally carried by First Call patrols), if this is, in the view of First Call, required to provide assistance e.g. when a vehicle has left the highway, is standing on soft ground or is stuck in floodwater. In these instances, First Call will arrange recovery but at your cost. Once the vehicle has been recovered to a suitable location, normal First Call services will be provided;
- m. 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. However, for the avoidance of doubt, First Call does not consider "Concours d'elegance" events, track test days for

road-legal vehicles or rallies held exclusively on open public highways where participants are required to comply with the normal rules of the road, to be Motor Sports Events.

### ***General rights to refuse service or invalidation of call out***

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Please note: if a Member is refused service by First Call the Member has the right to an explanation in writing (see “Compliments and complaints”).

3. First Call reserves the right to refuse to provide or arrange breakdown assistance where:

a. service is requested to deal with the same or similar cause of breakdown to that which First Call attended within the preceding 28 days. It is your responsibility to make sure that emergency repairs carried out by First Call 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 First Call;

b. 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. in its reasonable opinion, your vehicle was, immediately before the relevant breakdown or accident, dangerous, overladen, unroadworthy or otherwise unlawful to use on a public road;

d. in its reasonable opinion, and other than solely as a result of a failure on the part of First Call, 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 First Call’s health and safety duties);

e. in its reasonable opinion, there has been an unreasonable delay in reporting the breakdown;

f. You cannot produce a valid Membership card (or appropriate receipt) and some other form of identification. If these cannot be produced, and First Call is unable to verify that the appropriate Membership entitlement is held, First Call reserves the right to refuse service. However if you are unable to prove entitlement to service or you are aware that you do not hold entitlement to a First Call service, First Call may, at its discretion, offer service on the immediate payment (by credit, debit or switch card) of the usual premium for the relevant cover required, plus a supplementary premium for joining while already requiring assistance (Please note the 24hrs cooling off period still applicable).

g. First Call reasonably considers that You:

(i) or anyone accompanying You, is behaving or has behaved in a threatening or abusive manner to First Call employees, 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 First Call services to which they are not entitled; or (iv) owe First Call money with respect to any services, spare parts or other matters provided by the First Call or by a third party on the First Call's instruction.

h. Once the mobile mechanic gets to the customer upon a call request, service cannot be invalidated but shall constitute a call out to the customer's account whether or not the service is utilized or not.

#### ***Additional services***

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

#### ***Use of agents***

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5. Service from dedicated First Call mobile mechanics is subject to availability and may be supplemented by use of other appropriate agents. First Call will only accept responsibility for the actions of an agent where the agent is directly employed by First Call and acted within the scope of his employment.

#### ***Requests for assistance***

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6. All requests for assistance must be made to First Call using the contact instructions provided by First Call from time to time.

#### ***Emergency nature of breakdown service***

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7. First Call mobile mechanics 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.

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### ***Renewal***

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8. A reminder will be sent to advise of the cost of First Call Membership, and any changes to Terms & Conditions that will take effect, at renewal. A member must notify First Call at least 30 days before their subscription expires whether they intend to renew their subscription or not.

### ***Changes to Terms & Conditions***

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9. Annual cover: First Call is entitled to change any of the Terms & Conditions at renewal. First Call also reserves the right to make changes to these Terms & Conditions during the Membership Year, on the giving of reasonable notice, where it reasonably considers this necessary in order to comply with any applicable laws, regulations or the advice or instruction of any regulatory authority.

### ***Changes to your Personal Details***

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10. Changes to your name or address must be notified to First Call immediately. This must be done by contacting First Call on 0302 779618 or by writing to First Call at: P.O.Box GP 314, Accra.

### ***Matters outside the First Call's reasonable control***

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11. While First Call seeks to meet the service needs of Members at all times, its resources are finite and this may not always be possible. First Call shall not be liable for service failures where the First Call is faced with circumstances outside its reasonable control. Events which might constitute circumstances outside the First Call'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, 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.

### ***Exclusion of liability for loss of profit etc***

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12. First Call shall not, in any event, and to the extent permitted by law, have any responsibility for (a) any increased costs or expenses, (b) any loss of (i) profit, (ii) business, (iii) contracts, (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.

### ***Enforcement of Terms & Conditions***

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

14. None of the Terms & Conditions, or benefits, of First Call Membership Breakdown Cover are enforceable by anyone else other than the Member. For the avoidance of doubt, and without limiting the above, any rights under The Contract (Rights of Third Parties) Act 1999, or any replacement or amendment of such act, are excluded.

### ***Use of headings***

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

### ***Interpretation: use of Ghana Law & language***

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

### ***Service Control - Call Out Limits***

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17. Outlined below are the call out limits that apply to your First Call Membership Breakdown Cover 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.

### ***Additional premiums during the Membership Year***

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18. Depending on your type of membership, you have the right to call First Call up to a maximum number of times per your subscription per each membership year. The limits are as follows:

**Vehicle Membership:** See packages above

If the relevant call-out limit is reached, First Call will be entitled not to provide you a service or charge an additional premium upon each subsequent call-out to continue their First Call Membership Breakdown cover. First Call will also be entitled to restrict the level of breakdown service(s) available to you during the remainder of that Membership year. First Call is limited to attending to one call out per an issue. A relay service is limited to towing a vehicle to single location at a time representing a single towing call out.

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***FIRST CALL COMPANY DETAILS***

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**19. First Call Breakdown Assistance and Towing Services Limited** is incorporated as a limited liability company: Registered Office: Office B, Plot No. A32 Klottey Close, Labone, Accra.