

MiSmart



**Keep doing things MiWay
and we'll keep things going your way**

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Cover provided by:
Small Area Repair Technology Underwriting Managers (Pty) Limited (S.M.A.R.T)
(Reg. No. 1999/016066/07 & FSP No. 9861)
Underwritten by:
The Hollard Insurance Company Limited (Hollard); (Reg. No. 1952/003004/06 & FSP No. 17698)



Each and every individual who joins MiWay enters into a contract where “me + I” are the most important considerations. Therefore this policy wording is written in the first person.

This policy, underwritten by Hollard, includes my consent to the sharing of private underwriting, financial and claims information as set out in the standard disclosures made in terms of the Financial Advisory and Intermediary Services Act.

I must read the entire Bold print (policy wording) to understand and appreciate its full meaning and impact on me. It defines the cover MiWay provides with various icons to highlight:

- What is covered, and
- What is not covered

Scenarios (examples) are used were applicable throughout my Bold print to help me understand certain concepts. I am aware that the scenarios used are not exhaustive and do not form part of the Bold print.

I must check my Coversheet (schedule) to ensure the information noted is correct. My Coversheet along with any relevant attachments explains what cover I have.

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MiPersonal Solution to MiSmart



The general terms and conditions in this section apply to all aspects of my policy.

My policy

The contract includes the:

- ⊙ Bold print (policy wording) and
- ⊙ Coversheet (schedule)

My policy starts when consensus is reached on the risk(s) to be insured, insured value, type of cover, terms and conditions, commencement date, premium and collection dates. I am accordingly informed thereof by MiWay.

I must ensure that all the information supplied by me, or anyone acting on my behalf, is correct as any incorrect information may affect the validity of my contract or prejudice any claim I might have with MiWay.

Period of insurance

The period of insurance is specified on my Coversheet and is the period from the collection date of my cover up to and including the day preceding the next collection date.

There will be no cover for the first 30 days from the inception of the policy.

Premium payments

My premium (as reflected on my Coversheet) must be paid in advance on the collection date, should the collection date fall on a public holiday or Sunday the premium will be collected on the first working day thereafter. MiWay may, should my premium return for any reason, attempt to collect my next premium close to my preferred collection date in order to ensure payment.

Payment not received

If MiWay does not receive my payment for my policy on the collection date, I will not have any cover for the period for which I did not pay. MiWay will allow at least a 15-day period of

grace after which MiWay will automatically attempt to deduct the premium from the same account.

- ⊙ In the case of a monthly policy, the 15-day grace period will only apply from the second month's due payment onwards. If MiWay does not receive the premium for 2 months in a row, my policy will cancel automatically.
- ⊙ In the case of an annual policy, my policy will automatically cancel if my annual premium is not paid on the collection date or on the date after the 15-day grace period.

Policy changes and cancellation

Any change or cancellation, which I make, will be effective from the time and date agreed to. MiWay may change or cancel my policy by giving me 30 days notice. MiWay may give me notice verbally, electronically, by fax or by post to my last known address. For cancellations I must also take into consideration "Payment not received" and "Deliberate or fraudulent acts".

Refunds when my policy gets cancelled

If I cancel my policy before the end of the stated period of insurance, MiWay will refund the proportionate amount of my premium for the remaining period to me, less any administrative costs.

If a premium has been paid for any period beyond the date of cancellation of this policy, MiWay will refund the relevant portion.

My obligations

In order to have continuous cover and a valid claim, I need to:

- ⊙ pay my premiums
- ⊙ give MiWay and the authorities true and complete information at all times. MiWay acts on the information I provide, therefore any information which is misleading, incorrect or false will prejudice my claims process

Scenario: If I supply MiWay or the authorities with incorrect details they may follow up on the details resulting in wasted time.

- ⊙ agree to comply with all MiWay's reasonable instructions and requests

- ⊙ make my vehicle available to MiWay for inspection in order to substantiate the extent and nature of the damage I am claiming for
- ⊙ get MiWay's consent before doing any repairs, failing which my claim may be rejected
- ⊙ check that all work has been properly completed on collection of the vehicle after repairs. If it has not been done to my satisfaction, I should not accept the vehicle and advise the MiWay claims department thereof immediately.
- ⊙ inform MiWay immediately of any changes to any information about:
 - ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged
 - ▶ my financial position or any person covered under this policy, specifically relating to defaults, civil judgments, sequestrations, administration orders and liquidations of companies in which I have an interest
 - ▶ convictions for offences related to dishonesty by me or any person covered under this policy
 - ▶ the use of the vehicle as noted on my Coversheet

How MiWay may indemnify me

Subject to the terms of my policy, MiWay will repair my vehicle through a repairer of MiWay's choice.

What I pay when I claim

Once the repair work has been completed, I must immediately pay the excess as noted on my Coversheet to the repairer.

Important time limits

MiWay will only compensate me for a claim if I:

- ⊙ report my claim, to MiWay as soon as possible, but not later than 30 days after any incident
- ⊙ give MiWay all the information and documentation which MiWay may ask for, within a reasonable time period decided on by MiWay
- ⊙ commence repairs authorised by MiWay within 6 months from the date my claim has been settled

Dual insurance

If I have any other insurance policies insuring the same item for the same cover, MiWay will only pay their pro-rata portion of any claim.

Scenario: If I insure the same item with MiWay and another insurance company for the same cover MiWay will only pay its portion of the loss.

Deliberate or fraudulent acts

MiWay will not compensate me for a claim when I, or a member of my household or anybody who acts on my behalf, deliberately causes the loss, damage or injury. If I, or anyone acting on my behalf submits a claim or any information or documentation relating to any claim, which is in any way fraudulent, dishonest or inflated MiWay will reject that whole claim. MiWay will cancel my policy retrospectively to the reported incident date, or the actual incident date, whichever date is the earliest.

Disputed claims

If I dispute the outcome of my claim I have 180 days from the day I am first informed of the outcome to notify MiWay about my objection in writing and/or in which to serve summons. If I do not notify and/or serve a summons on MiWay within this period, my right to challenge the decision is forfeited.

Choice of law

The law of South Africa will apply to this contract. All damages and legal costs awarded against me must be by a court inside South Africa.

Sharing of information

MiWay respects the confidentiality of my information. In order to guarantee sound insurance practices and prevent insurance fraud MiWay confirms and discloses information relating to claims, insurance and financial history. This is applicable to anyone who is covered under my policy.



MiSmart covers passenger vehicles and light delivery vehicles (LDV) with a gross vehicle mass not exceeding 3 500kg within the Republic of South Africa.

- The following vehicles are specifically excluded: motor cycles, scooters, three-wheeled vehicles, quad bikes, caravans or motor homes, trailers or watercraft.

The vehicle that I have insured is noted on my Coversheet.

Insured value

My Coversheet reflects the insured value, which is the maximum amount (inclusive of VAT) MiWay will pay for any claim. From this amount the excess and any dual insurance, betterment or depreciation will be deducted. There will be no cover if the cost of repairs (inclusive of VAT), irrespective of the size of the damage, exceeds the insured value.

The use of the vehicle

My vehicle can be used for either private use, professional use or business use.

- Private or social use - driving between my home and regular place of work
 - Professional use - where the vehicle forms an essential part of the performance of any work or function as a Lawyer, Doctor, Actuary, Accountant, Architect or an Engineer and it also includes private use
 - Business use - where the vehicle forms an essential part of the performance of any work or function and it also includes private use
- Vehicles used for emergency services (including traffic control and armed response vehicles), law enforcement, towing, fare-paying passengers and taxi purposes are not covered.

What I am covered for under MiSmart

- Minor repairs such as chips, minor dents and light scratches caused by day-to-day motoring; this is inclusive of windscreen chips and Mag wheel scratches.
- Dents not exceeding an area of 15 centimetres in diameter. Where any part of the body panel and or plastic/vinyl/hardened rubber trim part has been ripped or torn the damage shall not be defined as a “dent” and shall not be covered under this policy. For the purposes of this policy a dent that extends over 2 or more adjacent body panels is excluded from cover.
- Chips not exceeding an area of 1.5 millimetres in diameter.
- Scratches not exceeding an area of 15 centimetres in length and not extending over 2 or more adjacent body panels. For the purposes of this policy repair of a scratch does not include the polish of the vehicle.
- Mag wheel scratches not exceeding an area of 15 centimetres in length and diameter. Where any part of the Mag wheel is bent or buckled then it shall not be defined as a “Mag wheel scratch” for the purposes of this policy and shall be excluded from cover.
- Windscreen chips not exceeding an area of 10 millimetres in diameter, caused by a stone, where the chip impairs the driver’s view. Where any part of the chip has cracked beyond the chip, the damage will be excluded from cover.

What is not covered under MiSmart

There will be no cover under this policy in respect of any:

- damage that in MiWay’s discretion is deemed to have been incurred as a result of a collision or other accident and not as a result of day-to-day motoring.
- damage that is not defined as a “chip”, “scratch”, “dent”, “Mag wheel scratch” or “Windscreen chip”.
- damage falling outside the period of insurance.
- damage caused by hail or by rust or by corrosion.
- damage caused by or to stickers or decals.
- damage to beading or moulding, damage involving accessories, door mouldings, plastic/vinyl/ hardened rubber trim parts, window mouldings, lamps of any sort or any window panel.

- damage resulting in the replacement of anybody panel or part thereof.
- liability to other parties.
- loss, damage, cost or expense directly or indirectly arising from permanent or temporary dispossession resulting from detention, confiscation, forfeiture, impounding or requisition legally carried out by customs, police services, crime prevention units or any lawfully constituted officials or authorities.
- consequential loss.
- claim for damage, which is caused by or results from:
 - war or war-like acts
 - military uprisings, usurped power, rebellion or revolution
 - civil commotion, labour disturbances or public disorder
 - any act of terrorism by any person or group, whether acting alone or under instruction
 - pollution, contamination, radioactive or nuclear material
 - any cause that was not sudden and unforeseen
 - gradual deterioration, including rising damp, wear and tear, rust, mildew or fading
 - servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration
 - mechanical-, electrical- or electronic breakdown, defect or failure
 - moth or vermin
 - the use of the insured property for, or in connection with, the commission of any offence. This includes any incident relating to obtaining, using or soliciting narcotics.