

MiWarranty Cover

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

MiWarranty Cover



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 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.

My Bold print (policy wording), Coversheet (schedule) and any relevant attachments explain what cover I have.

I must read the entire Bold print to understand and appreciate its full meaning and impact on me. It defines the cover provided with various icons to highlight:

- ✔ What is covered
- ✘ What is not covered

I must check my Coversheet to ensure the information noted is correct.

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Wherever the following words or phrases appear, they will have the meanings described below:

Authorities

The following are examples of authorities: South African Police Services, Metro Police or Traffic Officers. The list must not be deemed exhaustive.

Collection date

The collection date is the preferred date of collection selected by me and noted on my Coversheet, or
The date in terms of the Policyholder Protection Rules with regards to non-payment of premium, or
The date with regards to pro-rata premium that MiWay and I mutually agree on.

Coversheet

The Coversheet contains my personal details, risk(s) insured, period of insurance, premium payable, conditions of cover and endorsements which could be updated from time to time in order to ensure appropriate cover is effective.

Finance house

The finance house is the registered financial institution whose interest, in the insured property forming the subject matter of the Credit Agreement, is noted in this policy.

I / My / Me

The policyholder named on the Coversheet, anyone covered under this policy, anyone acting on behalf of the policy holder, entities named as the insured or regular driver.

MiPersonal Solution to Warranty



This policy sets out the general terms and conditions that apply to the MiWay range of motor vehicle warranties.

My policy

The contract includes the:

- Bold print (policy wording),
- Coversheet (schedule) and
- Component cover and benefit table

Consensus between myself and MiWay needs to be reached on the risk(s) to be insured, insured value, type of cover, terms and conditions, commencement date, premium and collection dates. My policy will be activated once my first premium is received by MiWay. 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 and complete as any incorrect information may affect the validity of my contract or prejudice any claim I might have under this policy.

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.

Premium payments

My premiums must be paid in advance on the collection date.

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 for payment of premium. I need to notify MiWay, within the grace period, which account of mine has available funds in order for MiWay to again attempt to collect my premium.

- 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 amendment which I make will be effective from the time and date agreed to. I have to give MiWay a months' notice prior to cancelling my policy, which entails that a pro-rata premium could be collected at the next collection date.

Scenario:

Should I contact MiWay to cancel my policy on the 4th of a month, the cancellation will be effective from the 4th of the following month. I therefore will have cover till midnight on the 3rd of the following month.

Should I cancel my policy within 3 months from the agreed commencement date, I will be liable for the administration fee as noted on my Coversheet.

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. MiWay will cancel my policy with immediate effect should I fail to comply with their reasonable instructions or requests. For cancellations I must also take into consideration "Payment not received" and "Deliberate or fraudulent acts".

An invalid policy may be reinstated by having the vehicle serviced and repaired at my cost in accordance with the manufacturer's specifications. This reinstatement is subject to MiWay's prior written approval and shall only be effected after a waiting period of 90 days as calculated from the date of receipt by MiWay of written notification of my request for reinstatement.

Refunds in the event of cancellation of my policy

If a premium has been paid for any period beyond the date of cancellation of this policy or insured items, MiWay will refund the relevant portion, less any administrative costs provided that no valid claim has been submitted for that period.



My obligations

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

- pay my premium.
- always supply MiWay with true and complete information. Should I, or anybody acting on my behalf provide any information which is misleading, incorrect or false or fail to disclose material information, the validity of my contract will be affected and any claim I might have with MiWay will be prejudice.
- use all reasonable care and take all reasonable precautions to prevent or minimise loss, damage, death, injury or liability.
- take all reasonable steps to service the vehicle and keep it roadworthy. I must immediately stop using the vehicle if the vehicle breaks down or if a breakdown is imminent.
 - ▶ **Service parameters**
I need to service and maintain my petrol and diesel engine vehicles according to the manufacturer's specifications and recommended intervals. If this is not done, my claim will not be valid, even if the failed part is not a routinely maintained part. Where the manufacturer's specification and recommended intervals are not known to me I must contact MiWay.
 - ▶ **Extensions to service deadlines**
MiWay will allow a service run-over of 1 000 km either side of the service interval or 30 days, whichever comes first (Regardless of manufacturer service run-over/grace period).
 - ▶ **Service history not up-to-date**
If my vehicle does not have an up-to-date service history, I will not have cover. A copy of proof of pre-delivery service must be retained, as this may be requested in the event of a claim.
 - ▶ **Proof of service history**
After each service, I must:
 - provide MiWay with the service receipts/invoices within 10 days of the service
 - keep service receipts/invoices as proof that services are carried out in the proper manner.
 - ▶ **Approved service garages**
Services must be carried out at garages that offer full repair and service facilities. Acceptable garages include those:
 - appointed as service agents for a manufacturer
 - approved by a manufacturer
 - those are members of the RMI (Retail Motor Industry) Organisation.
- allow MiWay access to inspect any vehicle that is the subject of a claim.
- ensure that no repair work is done on my vehicle until the MiWay claims department has given authorisation for the work to be carried out. Any repair work commenced or carried out without MiWay's prior written authorisation will invalidate the claim and MiWay will not be responsible for the payment of the charges for such repairs done.
- check that all work is properly completed when I collect my vehicle from the repairer. I must not accept the vehicle if I am not satisfied with the work done.

Important time limits

- I will only be compensated for a claim if I:
 - ▶ report my claim to MiWay as soon as possible, but no 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.
- No incident occurring within the first 30 days, after commencement, of this policy will be covered.

How I may be compensated

Subject to the terms of my policy, MiWay has the option to pay cash, replace or repair any damaged part(s) through a supplier or repairer of MiWay's choice, or any combination of the above.

MiWay may at their discretion use where applicable service-exchange units (pre-overhauled replacement units) and has the right to appoint an engineer to inspect my vehicle.

If any part is unavailable in South Africa as a standard ready-made article, MiWay's liability for that part will be met by paying the lesser amount of either:

- the value of the part at breakdown; or
- the part manufacturer's last published list price; or
- the stated benefits on the limits of liability table.

What I pay when I claim

I am responsible to pay the repairing dealership any amount over the approved amount as well as for any other garage charges for which MiWay is not liable.

In the event that the mechanical breakdown occurs outside of South Africa, but still in a covered country, and I opt to have the vehicle repaired in that country, I will be re-imbursed (in rands and subject to my cover limits) on my return to South Africa. I need to provide an invoice as proof of the repair costs. Should I opt to repair my vehicle in South Africa I am responsible for the costs of bringing my vehicle to the border of South Africa as towing in another country is not covered.

MiWay can act on my rights

When I submit a claim, MiWay can act on my rights to bring legal proceedings against any party responsible for my loss in order to recover costs. I shall do nothing after a breakdown to prejudice such rights. I agree to comply with all MiWay's reasonable instructions and requests.

Dual insurance

If I have any other insurance policies insuring the same item for the same loss or damage covered by this warranty, MiWay will only pay their pro-rata portion for any claim.

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 or damage. 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 that I am first informed of the outcome to notify MiWay about my objection in writing and in which to serve summons. If I do not serve summons within this period, my right to challenge the decision is forfeited.

Betterment

It is not the intention, implied or otherwise, of this policy to make new vehicles from old. Normal wear and tear deterioration, not resulting in actual failure, arising, for example, through usage or age of the vehicle is therefore not covered by this policy. Where the repair requires new or exchange units which, in the opinion of MiWay, are in excess of what is necessary to make good the repair, then the difference in cost will be met by me (at all times subject to the other terms and conditions of this agreement). If in doubt, I should contact MiWay.



MiWarranty Cover



MiWarranty provides me with mechanical breakdown insurance for passenger and light delivery vehicles not exceeding 3 500kg in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Swaziland, Zambia and Zimbabwe.

- ✘ The following vehicles are specifically excluded: taxis, rental vehicles, vehicles used in any form of competition, modified vehicles, turbo-conversions and re-built vehicles that provide financial relief in the event of:
 - ▶ vehicle mechanical failure
 - ▶ related costs

For purposes of clarity, the official definition of "broken" is as follows: "Components that are physically and forcibly separated into pieces or cracked or split apart".

The following parts are covered under MiWarranty up to the maximum amount noted on the 'Component Cover and Benefit Table' (any part not listed is not covered):

✔ Air-conditioner	Air-conditioner compressor (excludes re-gassing).
✔ Automatic Transmission	Torque converter, gears, oil pump, valve block assembly, clutch bands, casing (flex plate excluded).
✔ Braking system	Servo unit, master cylinder, wheel cylinder washers and calliper seals.
✔ Clutch	Clutch plate, clutch fork, pressure plate, slave cylinder, release bearing and master cylinder (cover for mechanical failure only).
✔ Cooling system	Water pump and radiator repair (tank leaks only).
✔ Differential and front-wheel drive unit	Crown wheel and pinion, differential assembly, bearings, all internal drive unit parts and casings.
✔ Drive shafts	Half shafts, side shafts, CV joints, prop shafts (excluding prop shaft tube).
✔ Electric parts	Alternator, starter motor, wiper motor, and electric sunroof motor.
✔ Electronic ignition	All solid-state control and triggered units where fitted as standard by the manufacturer (excludes distributor, ignition switch, barrel and key).
✔ Engine	Cylinder block, cylinder head (mechanical failure only), pistons, gudgeon pins, piston rings crankshaft main and big-end bearings, oil pump, connecting rods, camshaft, cambelt, casings, valve-operating mechanism (excluding the belt), valves, valve guides, valve-stem seals and complete overhaul gasket set. (Please note that any parts damaged as a result of overheating including, but not limited to, cracked cylinder heads are subject to the overheating benefit limit).

- ✘ Actual breaking or stripping of teeth of the cambelt and any resulting damage, for example, bent valves, etc. Any cambelt-related claim is limited as per the limits noted on the 'Component Cover and Benefit Table' under cambelt failure.

✔ Fuel system	Carburettor, fuel pump, airflow meter, fuel accumulator, fuel distributor, warm up regulator (excludes fuel injectors, service, tune-up and diesel pump calibrator).
✔ Management system	Engine Management Electronic Control Unit (ECU) only.
✔ Manual Transmission	Gears, shafts, synchro hubs, bearings and casing.
✔ Steering	All internal parts of steering box rack and pinion and power steering pump (excludes rubber boots).
✔ Suspension	Upper and lower wishbones with associated ball joints and bushes.
✔ Turbo charger	Turbo charger, factory fitted as standard, including impellers, shafts, bushes and casings (excludes intercoolers).
✔ Wheel bearings	Driven wheels only (excluding hubs).

MiWarranty Component Cover & Benefits Table

The basic compensation depends on the benefit that the vehicle qualifies for at the time of the incident.

- Benefit A : Current year model vehicle which have travelled less than 80 000Km.
- Benefit B : Vehicle registered in the last 5 calendar years which have travelled less than 120 000 Km.
- Benefit C : Vehicles registered in the last 8 calendar years which have travelled less than 160 000 Km.
- Benefit D : All other vehicles that do not qualify for any of the above.

Component Cover	A	B	C	D
Air Conditioner	Unlimited	4 000	3 000	2 000
Braking System	Unlimited	4 000	3 000	2 000
Cam Belt Failure	5 000	4 000	3 000	2 000
Clutch	Unlimited	4 000	3 000	2 000
Cooling System	Unlimited	4 000	3 000	2 000
Differential (transaxle)	Unlimited	12 500	8 500	6 000
Drive Shafts (Prop Shafts)	Unlimited	4 000	3 000	2 000
Electric Sunroof	2 000	1 250	1 000	1 000
Electrical Components	Unlimited	4 000	3 000	2 000
Electronic Ignition	Unlimited	4 000	3 000	2 000
Engine	Unlimited	18 000	12 500	10 000
Front Wheel Drive Unit	Unlimited	4 000	3 000	2 000
Fuel System	Unlimited	4 000	3 000	2 000
Gearbox	Unlimited	12 500	8 500	6 000
Management System	Unlimited	5 000	4 000	3 000
Over-fuelling of Diesel Vehicles	5 000	4 000	3 000	2 000
Overheating	5 000	4 000	3 000	2 000
Steering	Unlimited	4 000	3 000	2 000
Suspension	Unlimited	4 000	3 000	2 000
Turbo charger	Unlimited	5 000	4 000	3 000
Wheel Bearings	Unlimited	4 000	3 000	2 000
Wear and Tear	50% of the benefit			
Additional Benefits	A	B	C	D
Alarm/ Immobiliser	500	500	500	500
Alternative Overnight Accommodation	1 000	1 000	1 000	1 000
Alternative Transport	1 000	1 000	1 000	1 000
Tow-in Charges (in South Africa only)	1 000	1 000	1 000	1 000

Important:

- ▶ Any part that is not listed is not covered
- ▶ Any pre-existing condition on any part listed is not covered



Mi-4x4 Off-Road Warranty

Mi-4x4 Off-Road Warranty covers my 4x4 vehicle used for off-road purposes and includes cover for the following additional parts up to the maximum amount noted on the 'Component Cover and Benefit Table':

- ✔ Differential lock | All internal parts
- ✔ Electric winch | Electric winch motors only
- ✔ Freewheel hubs | Freewheel hubs and selector switches
- ✔ Transfer box | All internal parts

Mi-4x4 Off-Road Warranty Component Cover & Benefits Table

The basic compensation depends on the benefit that the vehicle qualifies for at the time of the incident claimed for.

- Benefit A : Current year model vehicle which have travelled less than 80 000Km.
 Benefit B : Vehicle registered in the last 5 calendar years which have travelled less than 120 000 Km.
 Benefit C : Vehicles registered in the last 8 calendar years which have travelled less than 160 000 Km.
 Benefit D : All other vehicles that do not qualify for any of the above.

Component Cover	A	B	C	D
Air Conditioner	8 000	4 000	3 000	2 000
Braking System	8 000	4 000	3 000	2 000
Cam Belt Failure	12 000	8 500	6 000	4 500
Clutch	8 000	4 000	3 000	2 000
Cooling System	8 000	4 000	3 000	2 000
Differential (transaxle) and Front Wheel	18 000	12 500	8 500	6 000
Drive Shaft (Prop Shaft)	8 000	4 000	3 000	2 000
Drive unit	9 000	5 000	4 000	3 000
Electric Sunroof	2 000	1 250	1 000	1 000
Electrical Components	8 000	4 000	3 000	2 000
Electrical Winch	8 000	4 000	3 000	2 000
Electronic Ignition	8 000	4 000	3 000	2 000
Engine	25 000	18 000	12 500	10 000
Free Wheel Hubs	8 000	4 000	3 000	2 000
Fuel System	8 000	4 000	3 000	2 000
Management System	8 000	5 000	4 000	3 000
Over - fueling of Diesel Vehicles	12 000	8 500	6 000	4 500
Overheating	12 000	8 500	6 000	4 500
Steering	8 000	4 000	3 000	2 000
Suspension	8 000	4 000	3 000	2 000
Transfer Box	8 000	4 000	3 000	2 000
Transmission	18 000	12 500	8 500	6 000
Turbo Charger	9 000	5 000	4 000	3 000
Wheel Bearings	8 000	4 000	3 000	2 000
Wear and Tear	50% of the benefit			
Additional Benefits	A	B	C	D
Alarm/Immobiliser	500	500	500	500
Alternative overnight accommodation	2 000	1 250	1 000	1 000
Alternative Transport	2 000	1 250	1 000	1 000
Tow-in Charges (in South Africa only)	2 000	1 250	1 000	1 000

Important:

- ▶ Any part that is not listed is not covered
- ▶ Any pre-existing condition on any part listed is not covered

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Limitations to damage and/or breakdown cover

- **Reasonable wear and tear**

Despite the exclusions listed under 'what I am not covered for', MiWay may admit, at MiWay's discretion, a claim for reasonable wear and tear to a covered part where no actual breakage of a covered part has occurred. If MiWay admits a claim for reasonable wear and tear, MiWay's liability for the repair cost or benefit category is limited to a maximum of 50% of the repair cost or 50% of the specific stated benefit category, whichever is the lesser amount.

- **Overheating or engine failure**

Damage and/or breakdown caused to any part covered as listed above, as a result of overheating (including cracked cylinder head(s) or engine failure) is covered under this policy provided that the claim payable in relation to such part or damage shall be limited to the amount stated under "overheating" in the 'Component Cover and Benefit Table'.

- **Over fuelling, incorrect servicing, adjustment or replacement of injectors, injection pumps and associated parts**

Damage and/or breakdown caused to any part covered as listed above, as a result of any defect arising from over fuelling, incorrect servicing, adjustment or replacement of injectors, injection pumps and associated parts is covered under this policy provided that the claim payable in relation to such part or damage shall be listed under the 'Component Cover and Benefit Table'.

- **Multiple failures**

Regardless of how many failures happen at the same time, only one covered part failure will be entertained (the higher amount) provided that in the event that any failure of or damage to any covered part as listed above, the lesser benefit/amount shall apply. Repairs to the remaining failed part or parts will be for my own account.

What I am not covered for

- ⊗ Any pre-existing conditions.
- ⊗ Incidents occurring within the first 30 days of this policy whether I have a full service history or not.
- ⊗ Any part not listed in the "Component Cover and Benefit Table".
- ⊗ Faulty workmanship or materials paid for by MiWay on my behalf.
- ⊗ Services, maintenance items, seals, oil leaks, cambelt, ring gear, fly wheel, flex plate, drive-shaft boots and drive-shaft failure because of worn or damaged boots or covers, handbrake mechanism, brake friction surfaces, radiator rescore and burnt valves.
- ⊗ Repairs or replacements arising out of any consequential loss of whatever nature. The failure of or damage to any component or part caused by failure of a covered or non-covered part, including damage caused by any object from an external source.
- ⊗ Breakdowns resulting from using the vehicle, whether in the past or present:
 - ▶ for racing, speed testing, or any competitive use;
 - ▶ on roadways not usual to normal thoroughfare (4-wheel drive vehicle is excluded, where such vehicle is driven within the manufacturer's specifications);
 - ▶ contrary to the manufacturer's design intention;
 - ▶ as a taxi to transport paying passengers;
 - ▶ as a security vehicle;
 - ▶ as a rental vehicle;
 - ▶ negligently or abusively.



- ⊗ Costs normally recoverable under a comprehensive motor insurance, even if such insurance has not been taken out on the vehicle.
- ⊗ Breakdown arising as a direct result of:
 - ▶ improper repair to the vehicle;
 - ▶ using experimental vehicle parts;
 - ▶ adjustments which have not been approved by the vehicle manufacturer, including, but not limited to all V6 conversions and turbo-charged units;
 - ▶ using fuel, oil, or petroleum products in the vehicle's fuel or lubrication system for which the vehicle's engine or ancillary systems are not designed.
- ⊗ Breakdown caused by water or any object from an external source.
- ⊗ Breakdown of vehicles/parts of vehicles recalled or to be recalled by the vehicle manufacturer.
- ⊗ Replacement or repair of all service items that need changing at specific or regular intervals, for example: oil, grease, filters, hydraulic fluid, additives and antifreeze, spark plugs, points, condenser and consumables.
- ⊗ Any costs or expenses incurred where the vehicle's speedometer or odometer is not connected; not in working order; or has been tampered with.
- ⊗ Any mechanical breakdown that occurs while the vehicle is under the manufacturer's warranty.
- ⊗ Repairs carried out without prior authorisation from MiWay's claims department and an official MiWay order or claim number.
- ⊗ Repairs carried out by any person unauthorised by MiWay.
- ⊗ Agreements made on MiWay's behalf by an unauthorised person either orally or in writing.
- ⊗ Replacement or repair where the cause of failure existed at the start of the policy.
- ⊗ Replacement or repair to drive shafts or steering racks as a result of damaged dust covers.
- ⊗ Replacement or repair to any electric wiring or from the failure of hoses or pipes.

Claim Procedure if my vehicle breaks down

If my vehicle breaks down, I need to:

- check my policy to ensure that the cause of breakdown and parts are covered.
- I must remember that the cost of stripping of the engine is for my own account where the cause of breakdown and parts are not covered.
- Contact the MiWay claims department on 0860 64 64 00, if the policy covers the cause of breakdown and the parts.
- provide the claims department with the following information:
 - ▶ my policy number
 - ▶ the nature of the breakdown
 - ▶ the odometer reading of the vehicle at breakdown
 - ▶ the address at which the vehicle can be inspected
- deliver the vehicle to a MiWay accredited repairing dealership who will contact MiWay on my behalf to speed up my claim.

Once my breakdown is identified as a claim under this policy, by the MiWay Claims Department, the claims agent will issue an order number to the repairing dealer. This order number will be for an amount covering the repair, subject to the maximum amount as set out under the stated benefits in the limits of liability table.



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