

# MiAccidental Death and Injury Policy Wording

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.

My contract includes the policy wording and Coversheet. I must read the entire policy wording and Coversheet to understand and appreciate its full meaning and impact on me and I must ensure that the information noted on my Coversheet is correct. This policy wording defines the cover provided with various icons to highlight:

- What is covered
- What is not covered

Scenarios (examples) are used to help me understand certain concepts. I am aware that the scenarios used are not exhaustive and do not form part of the policy wording.

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## WHAT DOES THIS MEAN?

<b>Collection Date</b>	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.
<b>Coversheet</b>	The Coversheet (policy schedule) contains my personal details, life/lives insured, period of insurance, conditions of cover and endorsements, which could be updated from time to time in order to ensure appropriate cover is effective.
<b>I/My/Me</b>	The policyholder named on the Coversheet and anyone acting on my behalf.
<b>Life Insured</b>	The person, noted on my Coversheet, whose life is insured against Accidental Death and/or Accidental Injury.
<b>Children</b>	All biological and adoptive children of the policyholder, the number of which is noted on my Coversheet.
<b>Death</b>	Death directly caused by an accident including the presumption of death (determined by a court) following disappearance after an accident involving any vehicle, air-, rail- or watercraft in which I was travelling.

## WHEN WILL MY COVER START?

- MiWay and I need to agree on the life that must be covered, the insured value, type of cover, terms and conditions, start date, premium and collection date.
- My cover will only start once the first premium is received 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 lead to the cancellation of my policy or rejection of my claim.

### Changes

- Any change which I make will be effective from the time and date agreed to.
- If MiWay makes any changes I will be notified 31 (thirty one) days before the time. MiWay may give me notice either verbally, electronically, by fax or by post to my last known address.

## WHEN WILL MY COVER END?

### Cancellation

- I may cancel this policy at any time, provided I notify MiWay 30 (thirty) days before the intended cancellation date.
- MiWay may cancel my policy by giving me 31 (thirty one) days notice.
- MiWay will cancel my policy with immediate effect should I not follow or act on their reasonable instructions or requests, commit fraud on a claim, or if I or anyone acting on my behalf is found to be dishonest in relation to a claim.
- If I do not pay my premium for 2 (two) months in a row my policy will cancel automatically from 24:00 (midnight) on the last day of the period for which premium was actually received.
- My policy will automatically cancel if my annual premium is not paid on the collection date or on the date after the grace period.

### Age limit

- Accidental Death and/or Accidental Injury cover will end at midnight when the life insured turns 65, or
  - Accidental Child Death benefit will end at midnight when each respective child insured turns 18.
- It is my responsibility to inform MiWay when the above age limits are reached.

### Benefit payment

The cover will end when:

- the maximum cover amount has been paid, or
- the Policyholder has a certain number of children and claims equal to that number under the Accidental Child Death benefit have been paid.

## WHAT MUST I PAY TO HAVE COVER?

- My premium, which is shown on my Coversheet, is due and must be paid monthly or annually, before the time, depending on my period of insurance. This period is specified on my Coversheet.
- MiWay will collect my premium from the bank account I supplied them. Should the collection date fall on a public holiday or Sunday the premium will be collected on the working day before or the first working day thereafter. MiWay may, should my premium not be received for any reason, attempt to collect my next premium close to my preferred collection date in order to ensure payment.

### Grace period

If MiWay does not receive my premium on the collection date, I will not have any cover for the period for which I did not pay.

- Should my premium not be received on the collection date, I will have 15 (fifteen) days from that collection date to make sure there is money in my account for MiWay to collect the premium again. This grace period, on monthly policies, only applies from the second month of cover onwards.
- Should I require that the premium be collected from any other bank account I must contact MiWay before the start of the third working day before the expiry date of the grace period in order for the transaction to be possible.
- During the grace period I will still be entitled to the benefits on this policy, provided the unpaid premium is paid.

## WHAT AM I COVERED FOR?

I have the option to select the cover I want. My Coversheet will reflect the cover I have selected.

### ☑ ACCIDENTAL DEATH

The Accidental Death benefit covers the life insured for death caused directly and solely as a result of bodily injury caused by an accident occurring anywhere in the world. Death must occur within 12 (twelve) months of the bodily injury.

#### What is my Insured Value?

My Coversheet reflects the amount for which I am covered, which is the maximum lump sum amount that will be paid in the event of accidental death. In the event of a claim MiWay will first pay the benefit to the policyholder and in the event where the life insured is the policyholder, payment will be made to the beneficiary noted on the Coversheet or the policyholder's estate where no beneficiary was listed.

If MiWay has already paid a claim for the Accidental Injury benefit, and as a result of the bodily injury that gave rise to that claim death occurs within a period of 12 (twelve) months after that bodily injury occurred, MiWay will reduce the cover amount for the Accidental Death benefit by the amount already paid for the Accidental Injury benefit.

**Scenario:** My accidental death cover is R100 000 and an accidental injury occurs for which I claim and MiWay pays R25 000 for the injury. Death occurs as a result of the particular injury, MiWay will only settle the claim for accidental death by paying out R75 000.

### ☑ ACCIDENTAL INJURY

The Accidental Injury benefit covers the life insured for bodily injury caused directly and solely as a result of an accident occurring anywhere in the world.

#### What is my Insured Value?

My Coversheet reflects the maximum amount for which I am covered. In the event of accidental injury I will be paid a defined percentage of the cover amount based on the particular injury sustained, as set out in the Benefit Table reflected on my Coversheet. If MiWay has already paid a claim for the same bodily injury, MiWay will reduce the benefit for the life insured by the claim amount already paid.

### ☑ ACCIDENTAL CHILD DEATH

The Accidental Child Death benefit covers the children of the policyholder for death caused directly and solely as a result of bodily injury caused by an accident occurring anywhere in the world. Death must occur within 12 (twelve) months of the bodily injury.

#### What is my Insured Value?

My Coversheet reflects the amount for which I am covered, which is the maximum lump sum amount that will be paid in the event of the accidental death of any of my children.

## WHAT AM I NOT COVERED FOR?

- ❑ Accidental Death or Accidental Injury caused by or as a result of:
  - ▶ any existing physical defect or infirmity
  - ▶ the insanity of the life insured
  - ▶ provoking assault, breaking the law or disturbing the peace
  - ▶ committing suicide, attempted suicide or any intentional self-injury
  - ▶ pregnancy or childbirth
  - ▶ any disease passing from one person to another, including any HIV or AIDS related illnesses
  - ▶ mining or using explosives
  - ▶ using chemical substances
  - ▶ being under the influence of alcohol or drugs
  - ▶ participating in any defence, correctional or security services
  - ▶ an accident which occurs while I am taking part in extreme sports/activities for example: off-road motorcycling; any kind of speed contest other than on foot; aeronautics; hang-gliding; skydiving; parachuting; mountaineering where the aid of guide ropes is required; rock climbing; game hunting; hurdling; steeple chasing; polo; professional sports; snow or ice sports; racing with power-driven vehicles, watercraft or aircraft; martial arts; bungee jumping; scuba-diving or cliff diving
- ❑ If the life insured driving a vehicle:
  - ▶ is the sole cause of the accident
  - ▶ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ▶ refuses to give either a blood sample or undergo a breathalyzer test
  - ▶ leaves the scene of the accident unlawfully
  - ▶ has a licence that is endorsed for drunken or reckless and negligent driving
  - ▶ does not have a valid South African drivers licence or, in the case of a foreign drivers licence, does not have a valid International Driving Permit
  - ▶ whilst the vehicle does not meet the roadworthy requirements as stated by road traffic legislation
- ❑ An accident where the life insured is travelling in or driving a vehicle:
  - ▶ whilst participating in a race or competition
  - ▶ which is being towed
- ❑ An accident which occurs while the life insured is a fare-paying passenger travelling in any vehicle, unless:
  - ▶ the vehicle is licensed to carry passengers, and
  - ▶ the vehicle is owned by a registered transport company
- ❑ An accident which occurs while the life insured is travelling in, getting on or off any aircraft unless:
  - ▶ he/she is a fare-paying passenger, and
  - ▶ the aircraft is licensed to carry passengers, and
  - ▶ the aircraft is owned by a registered transport company
- ❑ Accidental Death or Accidental Injury caused by any medical procedure
- ❑ Accidental Death or Accidental Injury caused at the place of work or during the course and scope of employment
- ❑ The total loss of vision if it is due to genetic factors or part of a disease process
- ❑ The total loss of hearing if it is due to genetic factors, due to the use of chemical substances (drugs), or part of a disease process
- ❑ Death or injury caused by:
  - ▶ a coma which is artificially induced for purposes of ventilation
  - ▶ a post operative lung embolism
  - ▶ any intra- or post-operative complication, or any complication following a medical procedure, unless the operation or procedure:
    - is a direct result of a bodily injury that took place after cover for the benefit has started, and
    - takes place within six months of such a bodily injury

## WHAT MUST I DO?

In order to have ongoing cover and a valid claim, I must:

- pay my premiums
- report the claim to MiWay as soon as possible, but not later than 30 (thirty) days of the accidental death or injury occurring
- give MiWay and the authorities true and complete information at all times. MiWay acts on the information I give them, therefore any information which is misleading, incorrect or false will result in my claim not being paid
- take all reasonable steps to avoid death and/or injury
- follow or act on MiWay's reasonable instructions or requests
- inform MiWay immediately of any changes to any information regarding:
  - ▶ banking details
  - ▶ debit date (collection date)
  - ▶ my address
  - ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged
  - ▶ my financial position, 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
- in the case of Accidental Child Death benefit, inform MiWay of the number of children I have or any changes thereof.

## WHAT MUST I REMEMBER?

### ■ Important time limit

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 the accidental death or injury occurred.

### ■ Misrepresentation, Misdescription or Non-disclosure

If I misrepresent, incorrectly describe or not tell MiWay of any important fact or circumstances relating to this policy, my policy can be cancelled, or be invalidated from the start date and any claim under this policy will not be paid (rejected).

**Scenario:** Should the number of children noted on the Coversheet differ from the actual number of children I have, as a result of me misrepresenting the information, MiWay may reject my claim or choose to invalidate my policy.

### ■ Fraud

- ▶ If I or anyone acting on my behalf commits fraud, or use any fraudulent means or devices, or is dishonest in any way regarding a claim, all benefits under this policy in respect of such claim will not be paid and premiums that have been received by MiWay will not be refunded.
- ▶ MiWay will cancel my policy from the reported incident date, or the actual incident date, whichever date is first.

### ■ Permission to the Disclosure of Private Information

- ▶ It is essential for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- ▶ I hereby give up my right to privacy and give permission to MiWay to provide to any other insurance company, whether on my behalf or on behalf of any person I represent herein, any insurance information I or anyone on my behalf has given MiWay regarding any insurance policy or claim made or lodged by me or anyone acting on my behalf.
- ▶ This permission clause will still remain in force even after this policy has been terminated or cancelled for whatever reason.
- ▶ The information I have provided MiWay may be checked against other sources or databases.

- The law of South Africa will apply to this contract.

## HOW DO I CLAIM??

I can submit a claim by:

- phoning the claims department on 0860 646464; or
- requesting a call back from a claims consultant on [www.miway.co.za](http://www.miway.co.za).

## WHAT DO I PAY WHEN I CLAIM?

There is no excess (first amount payable by me) on an accidental death or injury claim.

### WHEN AND WHERE DO I COMPLAIN?

- If I disagree with the result of my claim or cancellation of my policy I may raise an objection. This objection is to be done in writing to MiWay together with reasons within 90 (ninety) days from the day that I first received the rejection or cancellation letter.  
The objection must be addressed to:  
Disputes, MiWay Insurance, PostNet Suite #382, Private Bag X121, Halfway House, 1685  
Fax Number: 011 990 0001  
E-mail: [disputes@miway.co.za](mailto:disputes@miway.co.za)
- If I am not happy with the way in which MiWay has handled my objection, I may contact:  
The Ombudsman for Short-term Insurance, PO Box 32334, Braamfontein, 2017  
Tel Number: 011 726 8900  
Fax Number: 011 726 5501
- Immediately after the 90 (ninety) days, irrespective of whether I have raised an objection, I have another 180 (one hundred and eighty) days within which to sue MiWay. If I do not sue (serve summons) within this period, my right to challenge the decision will fall away forever.

### MiWAY CONTACT DETAILS

#### MiWay Insurance Limited

MiWay is a Licensed Short-term insurer and Financial Services Provider.

Physical address: 48 Sterling Road, Samrand Business Park, Kosmosdal, Ext 12, 0157

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