

## Policy Wording

# MiMotor Scratch and Dent Cover

This policy sets out the general terms and conditions that apply to MiMotor Scratch and Dent 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.

My policy wording, Coversheet and any relevant attachments explain what cover I have and together with written correspondence from and verbal agreements with MiWay form the basis of my contract.

I must read the entire policy wording and Coversheet to understand and appreciate its full meaning and impact on me. 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 voidance or cancellation of my policy or rejection of my claim.

This policy wording sets out the terms and conditions of cover and defines the cover provided with various icons to highlight:

- ✓ What is covered
- ✗ What is not covered

*Scenarios (examples) are used where applicable throughout my policy wording 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?

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

<b>Authorities</b>	The following are examples of authorities: South African Police Services, Metro Police or Traffic Officers. The list must not be deemed exhaustive.
<b>Collection date</b>	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, 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.
<b>I / My / Me</b>	The policyholder named on the Coversheet and anyone acting on behalf of the policyholder.
<b>Period of Insurance</b>	The period of cover either annually or monthly as specified on the Coversheet and for which premium has been received by MiWay.
<b>Repair</b>	Repair of a dent, chip or scratch does not include polishing of the vehicle.

## MiMotor Scratch and Dent Solution

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### WHEN WILL MY COVER START?

- MiWay and I need to agree on the risk(s) to be insured, the insured value, terms and conditions, start date, premium and collection date.
- My cover will start when my policy starts. My policy will only start on condition that the first premium is received by MiWay.
- No incident occurring within the first 30 days from the start date of my policy will be covered.

### 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 days before the effective date of the change. MiWay may give me notice either verbally or communicate their notice to my email address, cellular number (via SMS or WhatsApp) or postal address noted on my Coversheet.

### WHEN WILL MY COVER END?

#### Cancellation

- I may cancel my policy at any time with immediate effect.
- MiWay may cancel my policy by giving me 31 days' written notice by email or post to my address noted on my Coversheet.
- 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 monthly premium for 3 months in a row, my policy will be cancelled automatically from 24:00 (midnight) on the last day for which premium was actually received.
- My policy will automatically be cancelled if my annual premium is not paid on the collection date or on the date after the grace period has lapsed.

#### 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.

## WHAT MUST I PAY TO HAVE COVER?

- My premium, which is noted on my Coversheet, is due and must be paid in advance monthly or annually, depending on my period of insurance. My period of insurance is specified on my Coversheet and runs from my preferred collection date noted on my Coversheet. My period of insurance will not change should MiWay collect my premium on a different date.
- MiWay will attempt to collect my premium from the bank account I supplied to them. Should the collection date fall on a public holiday or Sunday, the premium may be collected on the working day before or on the first working day thereafter.

*Scenario: Where the collection date is the 25<sup>th</sup> of each month and the 25<sup>th</sup> falls on a Sunday or Public holiday, MiWay may debit my account earlier, say on the 22<sup>nd</sup> BUT the premium collected on the 22<sup>nd</sup> still provides me with cover from the 25<sup>th</sup> of that month till the 24<sup>th</sup> of the following month.*

- MiWay may, should my premium return for any reason, attempt to collect my premium for my next period of insurance before my preferred collection date in order to ensure payment.

*Scenario: If I have a monthly policy and my preferred collection date is on the 27<sup>th</sup> of the month, my cover will be from the 27<sup>th</sup> until midnight of the 26<sup>th</sup> of the next month. If it happens that MiWay deducted my premium on a different date, say on the 21<sup>st</sup> of December, my cover period will not change due to the early collection. I will have cover from my preferred collection date, the 27<sup>th</sup> of December until midnight on the day before my next collection date, thus 26<sup>th</sup> of January.*

### Premium payment not received

- 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.
- I will have 15 days grace from the collection date to make arrangements for premium to be collected from my chosen bank account. In the case that the non-payment was as a result of a deliberate act by me, it is my sole responsibility to contact MiWay and make arrangements for premium to be collected as MiWay will not automatically attempt to collect the premium. For monthly policies this grace period will only apply from the second month of cover onwards.
- During the grace period I will still be covered, on condition that the unpaid premium is paid within the time period provided.

## WHAT AM I COVERED FOR?

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

- ✘ Vehicles used for emergency services, law enforcement (including traffic control and armed response vehicles), towing, carrying fare-paying passengers (like taxi and shuttle services), for racing or competitions, driving instruction, rental purposes or being used as a pool car are excluded from cover.

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

MiMotor Scratch and Dent covers my vehicle for minor repairs of the following, caused by day-to-day motoring:

- ✓ Dents, not ripped or torn, of any part of the body panel and/or plastic not exceeding an area of 15 centimetres in diameter and not extending over 2 or more adjacent body panels.
- ✓ Chips not exceeding an area of 5 millimetres in diameter.
- ✓ Scratches not exceeding an area of 25 centimetres in length and not extending over 2 or more adjacent body panels.
- ✓ Windscreen chips not exceeding an area of 10 millimetres in diameter.
  - ✘ Where any part of the chip has cracked beyond the chip, the damage will be excluded from cover
  - ✘ Where the chip impairs the driver's view.



## HOW MIWAY MAY INDEMNIFY ME?

- Subject to the terms of my policy, MiWay has the option to:
  - ▶ repair my vehicle, through a repairer of MiWay's choice; or
  - ▶ pay me cash in accordance with the amount on an invoice for the repairs carried out by an approved repairer or quoted by a repairer of MiWay's choice, up to the maximum amount as noted on my Coversheet.

## WHAT IS MY MAXIMUM CLAIM AMOUNT?

- My Coversheet reflects the maximum claim amount per annum, which is the maximum amount (inclusive of VAT) MiWay will pay per annum for all valid claims.
- The excess and any dual insurance, betterment(wear and tear) or depreciation will be deducted from my maximum amount.

## WHAT AM I NOT COVERED FOR?

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 falling outside the period of insurance
- ✗ damage caused by hail
- ✗ damage caused intentionally by:
  - ▶ me
  - ▶ any member of my household
  - ▶ any one acting with my knowledge or permission
- ✗ damage caused by or to stickers or decals
- ✗ damage to beading or moulding, damage involving accessories, door mouldings, window mouldings, lamps of any sort or any window panel
- ✗ damage resulting in the replacement of any body 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
- ✗ damage involving lights, lamps of any type, or window panels
- ✗ damage to the load box of any 4x4 vehicle or light delivery vehicle
- ✗ consequential loss
- ✗ damage, caused by or resulting from:
  - ▶ pollution, contamination, radioactive or nuclear material
  - ▶ any cause that was not sudden and unforeseen
  - ▶ gradual deterioration or operating causes, including damp, corrosion, wear and tear, mildew, fading, rust or oxidation
  - ▶ servicing, maintenance, depreciation, cleaning, repairing, restoring, dyeing, bleaching or alteration
  - ▶ mechanical, electrical or electronic breakdown, inherent vice or defect, failure, breakage or derangement
  - ▶ moth, vermin, insects, animal, pests, termites
  - ▶ 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.
- ✗ damage, directly or indirectly caused by, related to or in consequence of:
  - ▶ civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the aforesaid
  - ▶ war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war

- ▶ mutiny, military uprising, military or usurped power, martial law or state of siege or any other event or cause, which determines the proclamation, or maintenance of martial law or state of siege
- ▶ insurrection, rebellion or revolution
- ▶ any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence
- ▶ any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof
- ▶ any act of terrorism by any person or group, whether acting alone or under instruction.

## WHAT MUST I DO TO HAVE COVER?

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

- pay my premiums and keep MiWay informed of any changes to the banking details where the premium must be collected from
- ensure that I, members of my household, any person with authorised access to my property, anyone acting on my behalf, or anyone covered under this policy adheres to the terms and conditions of this policy
- give MiWay and the authorities true and complete information at all times. MiWay acts on the information I give them
- take all reasonable steps to prevent or minimise foreseen loss, damage, death, injury, or liability
- follow or act on all MiWay's reasonable instructions and/or requests  
*Scenario: In the event that MiWay asks me to complete any document to enable MiWay to validate a claim, I need to do so within the reasonable time set by MiWay.*
- inform MiWay immediately of any changes to any information noted on my Coversheet, which includes but is not limited to:
  - ▶ the address where I usually keep the insured items  
*Scenario: If I move from a security estate to a freestanding house I need to inform MiWay of the new address as the acceptance of the risk, terms and conditions and premium charged need to be re-assessed by MiWay.*
  - ▶ circumstances that may affect acceptance of cover, terms and conditions or premium charged, like convictions for offences related to dishonesty by me or any person covered under this policy.

### Important Time Limits

MiWay will only pay a claim if I:

- report my claim to MiWay as soon as possible, but not later than 30 days after the incident.
- give MiWay all the information and documentation which MiWay may ask for, within a reasonable time period decided on by MiWay.

## WHAT MUST I REMEMBER?

### Misrepresentation, Misdescription or Non-disclosure

- 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.
- If I misrepresent, incorrectly describe or fail to tell MiWay of any important fact or circumstances relating to this policy, my policy may be cancelled or invalidated from the start date and any claim under this policy will not be paid.
- Where the policy is invalidated (voided) from the start, all premiums received by MiWay less any cost incurred by MiWay will be refunded.

### Deliberate or Fraudulent Acts

- MiWay will not pay me for a claim when I, members of my household, any person with authorised access to my property, anybody who acts on my behalf or anyone covered under this policy, deliberately caused 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, all benefits under this policy in respect of such a claim will not be paid. MiWay will reject the whole claim and all premiums paid that have been received by MiWay will not be refunded. MiWay will cancel my entire policy retrospectively to the reported incident date, or the actual incident date, whichever date is the earliest.

*Scenario: If MiWay receives new information at any stage and it is found that I was dishonest on a previous claim, the previous claim will be rejected and my policy will be cancelled from the previous reported incident date.*

### Dual Insurance

If I have any other insurance policies insuring the same item for the same cover, I will be paid proportionately on a valid claim. I will still be liable to pay the full excess applicable on my claim and no premium refund will be available to me.

### Permission to Disclose Private Information

MiWay does not and will not sell or provide my personal information to third parties for independent use. MiWay may, however, share my personal information with other insurers and MiWay business partners if that information is required to provide the product or service I have requested. However, MiWay business partners will adhere to using my information only as directed by MiWay.

The following list includes but is not limited to some of the instances when MiWay will disclose the personal information obtained from me:

- When any regulatory authority for the various financial sectors requests same;
- To comply with any regulation passed under relevant legislation, or any legal process;
- To enforce and protect MiWay's rights and property (including intellectual property) and/or where MiWay has a legitimate interest to do so;
- When I have expressly authorised MiWay to do so; or
- If MiWay undergoes a change in ownership.

Access to Personal Information within MiWay is restricted to those individuals who have a need to access the information for MiWay's business purposes.

- I hereby give consent to MiWay to:
  - ▶ retain, verify against recognised sources or databases and provide to any other insurance company, any insurance information I or anyone on my behalf or anyone covered under this policy has given MiWay regarding any insurance policy or claim made or lodged by me, anyone acting on my behalf or anyone covered under this policy.
  - ▶ retain and/or share my information for research and statistical purposes.
- This permission clause will remain in force even after my policy has been terminated for whatever reason, for the purposes stated above.

### HOW DO I CLAIM AND WHAT DOCUMENTATION OR INFORMATION MIGHT BE REQUIRED FROM ME?

- I must submit my claim within the required period and can do so by:
  - ▶ registering a claim directly on [www.maway.co.za](http://www.maway.co.za) or the [MiWay App](#)
  - ▶ calling the claims department on 0860 646464
- I will find more information about the claims process and what MiWay might require from me during the validation process on the MiWay website.



## WHAT DO I PAY WHEN I CLAIM?

- Every time I have a valid claim in terms of this policy, whether the incident was my fault or not, I must pay an excess, which is the agreed excess and any applicable additional excesses, as noted on my Coversheet. The excess is the first amount payable by me on any valid claim.  
*Scenario: If my claimed amount (i.e. R200) is less than the excess payable (i.e. R350) on the claim, MiWay will not pay my claim as the damage falls within my excess. I will have to pay for the damage myself.*
- Any excess payable by me is non-refundable and the recovery thereof, in cases where the incident was not my fault, is not guaranteed.

## HOW DO I COMPLAIN?

- If I am not satisfied with anything concerning my insurance policy with MiWay, I may lodge a complaint with the internal complaints department by sending an e-mail to [complaints@miway.co.za](mailto:complaints@miway.co.za) or by calling the MiWay call centre on 0860 646464. I may request to speak to a manager.
- If I am not satisfied with the outcome of my claim and/or I do not agree with the feedback provided by the internal complaints department/manager, I must first raise my objection with reasons in writing to MiWay. In the case of an objection to the outcome of a claim the objection must be made together with reasons within 90 days from the day that I first received written notification of the outcome of my claim.

The objection must be addressed to the Disputes Resolution Department and emailed to [disputes@miway.co.za](mailto:disputes@miway.co.za) or faxed to 011 990 0001 or posted to MiWay Insurance, PostNet Suite #382, Private Bag X121, Halfway House, 1685.

Immediately after the 90 days, irrespective of whether I have raised an objection, I have another six months 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.

- Should my complaint still not be resolved by the Dispute Resolutions Department I may approach the Ombudsman for Short-term Insurance for assistance: PO Box 32334, Braamfontein, 2017; Tel Number: 011 726 8900; Fax Number: 011 726 5501.

By approaching the Ombudsman for Short-term Insurance my right to issue summons will not fall away, any remaining time of the abovementioned six months will not run out during the time the Ombudsman has acknowledged my complaint and is dealing therewith.

*Scenario: If I approach the Ombudsman for Short-term Insurance one month after I have received notification of the outcome of my objection from MiWay's Dispute Resolutions Department, I will still have 5 months after I receive a ruling from the Ombudsman, to sue MiWay if I want to continue disputing the outcome of my claim.*

## MiWay Contact Details

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MiWay Insurance Limited

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

Postal address: PostNet Suite #382, Private Bag X121, Halfway House, 1685

Telephone: 0860 64 64 64

Email: [info@miway.co.za](mailto:info@miway.co.za)

Website: [www.miway.co.za](http://www.miway.co.za)

MiWay is a licensed non-life insurer and Financial Services Provider (FSP 33970)

