

MiSmart 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 policy wording, Coversheet (schedule) 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.

Contents

- 02 What Does This Mean?
- 02 What Am I Covered For?
- 03 When Will My Cover Start?
- 03 When Will My Cover End?
- 03 What Must I Pay To Have Cover?
- 03 What Must I Do To Have Cover?
- 04 What Must I Remember?
- 04 What Am I Not Covered For?
- 05 What Do I Pay When I Claim?
- 05 When And Where Do I Complain?
- 06 MiWay Contact Details

WHAT DOES THIS MEAN?

Whenever the following words or phrases appear, they will have the meaning 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.
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 the regular driver.
Period of Insurance	Period of Insurance means the period of cover either annually or monthly as specified on the Coversheet and for which premium has been received by MiWay.

WHAT AM I COVERED FOR?

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
 - ▶ vehicles used for emergency services (including traffic control and armed response vehicles), law enforcement, towing, fare-paying passengers and taxi purposes

The vehicle that I have insured is noted on my Coversheet and is covered for:

- ✔ 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 my Maximum Claim Amount?

My Coversheet reflects the maximum claim amount, which is the maximum amount (inclusive of VAT) MiWay will pay for any valid 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 maximum claim amount.

What do I use the vehicle for?

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

- Private or social purposes, including driving between my home and regular place of work will be classified as private use.
- Professional use is 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 is where the vehicle forms an essential part of the performance of any work or function and it also includes private use.

It is imperative that I inform MiWay immediately if the use, as noted on my Coversheet, changes as the premium gets determined by what the vehicle is used for.

How MiWay may indemnify me?

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

WHEN WILL MY COVER START?

- MiWay and I need to agree on the risk(s) to be insured, 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.
- There will be no cover for the first 30 (thirty) days from the inception of the policy.

WHEN WILL MY COVER END?

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 30 (thirty) days before the time. MiWay may give me notice verbally, electronically, by fax or by post to my last known address.

Cancellation

- I may cancel this policy at any time, provided I notify MiWay 30 (thirty) days before the time.

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.

- MiWay may cancel my policy by giving me 30 (thirty) 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.
- In the case of a monthly policy: 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 for which premium was actually received.
- 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 grace period.

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 shown on my Coversheet, is due and must be paid by debit order on the collection date before the start of my period of insurance to provide me with cover during that period.
- 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 may be collected on an alternative date close to the preferred collection date.

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

MiWay may, should my premium not be received, attempt to collect my next premium close to my preferred collection date in order to ensure payment.

No Premium No Cover

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

Premium Payment Days Of Grace

- ▶ Should my premium not be received on the collection date, MiWay will allow me 15 (fifteen) days from that collection date to make sure there is money in my account for the premium to be collected. Should I require for the funds to be collected from any other bank account I must contact MiWay before the start of the third working day prior to the expiry of the grace period in order for the transaction to be possible.
- ▶ In the case of a monthly policy, the 15-day grace period will only apply from the second month's due payment onwards.
- ▶ If any event occurs during the grace period that results in a valid claim, I will still be entitled to the benefits of this policy provided my premium is paid by the expiry date of the grace period.

WHAT MUST I DO TO HAVE COVER?

In order to have ongoing 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 give them, therefore any information which is misleading, incorrect or false will result in my claim not being paid

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

- use all reasonable care and take all reasonable steps to avoid and to minimize any damage
- report my claim to MiWay as soon as possible, but not after 30 (thirty) days after any incident
- agree to comply with all MiWay's reasonable instructions or requests

- give MiWay all the information and documentation which MiWay may ask for, within a reasonable time period decided on by MiWay
- 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 permission before doing any repairs, or else my claim will not be paid
- commence repairs authorised by MiWay within 6 (six) months from the date my claim has been settled
- 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 regarding:
 - ▶ banking details
 - ▶ debit date (collection date)
 - ▶ my address
 - ▶ the use of the vehicle as noted on my Coversheet
 - ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged
 - ▶ my, or any person covered under this policy, 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 or any person covered under this policy

WHAT MUST I REMEMBER?

- **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).
- **Fraud or Dishonesty**
 - ▶ If I or anyone acting on my behalf commits fraud, or inflates a claim, 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 the entire claim will be rejected. Premiums that have been received by MiWay will not be refunded and I will be held responsible for any expenses incurred by MiWay as a result of the claim.
 - ▶ MiWay will cancel my policy from the reported incident date, or the actual incident date, whichever date is first.
- **Permission to Disclose 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 provided MiWay may be checked against other sources or databases.
 - ▶ This is applicable to anyone who is covered under my policy.
- **Dual Insurance**
 - ▶ If I have any other insurance policies covering the same item for the same cover, I can only claim from both if I tell MiWay about the other company.
 - ▶ MiWay will only pay their pro-rata portion of any dual insurance claim.
 - ▶ 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.

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 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 arising from or contributed to by dishonesty of a principal member, director, partner, employee or my agent
- ⊗ 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, plastic/ vinyl/ hardened rubber trim parts, 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
- ⊗ 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 rising, 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 DO I PAY WHEN I CLAIM?

Every time I have a valid claim in terms of this policy and once the repair work has been completed, I must immediately pay the excess (the first amount payable by me) as well as any other excesses (additional excesses) as shown on my Coversheet to the repairer.

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

- ▶ 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

Physical address:
338 16th Road
Randjes Park
Midrand

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

Telephone: 0860 64 64 64
Website: www.miway.co.za

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:

MiWay Insurance Limited
An Authorised Financial Services Provider (Licence no 33970)