

Policy Wording

MiSmart

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.

When material changes to our terms and conditions are made in a new version of the MiWay policy wording, we highlight it for your ease of reference.

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WHAT DOES THIS MEAN?

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 (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.
I / My / Me	The policyholder named on the Coversheet and anyone acting on behalf of the policyholder.
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.
Repair	Repair of a dent, chip or scratch does not include polishing of the vehicle.

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.

- ✘ 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.

MiSmart 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 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 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.
- ✓ Rim/Alloy wheel scratches not exceeding an area of 15 centimetres in length and diameter, provided the rim/alloy wheel is not bent or buckled.
- ✓ 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.

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 or betterment (wear and tear) 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 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 up to the maximum claim amount.

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 only start once the first premium is received by MiWay.
- There will be no cover for the first 30 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 31 days before the time. MiWay may give me notice either orally, by e-mail, SMS, WhatsApp, fax or post to my email address, cellular number or postal address noted on my Coversheet.

Cancellation

- I may cancel this 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 cancel automatically from 24:00 (midnight) on the last day 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.

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

Premium payment not received

- If MiWay does not receive my premium, 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 funds to be collected from my chosen bank account, provided that the reason for the non-payment of premium was not as a result of a deliberate act by me. 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 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
- report my claim to MiWay as soon as possible, but not later than 30 days after the incident
- use all reasonable care and take all reasonable steps, with the same degree of carefulness which can be expected from the reasonable man on the street, to prevent or minimise damage
- 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.
- get MiWay's consent before doing any repairs
- 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
 - ▶ my 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

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.

Applicable Law

The law of the Republic of South Africa will apply to this contract.

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.

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, 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
- ✘ 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

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 calling the claims department on 0860 646464
- A Claims Guidance document is available on the MiWay website in which I will find more information about the claims process and what MiWay might require from me during the validation process.

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.
- 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 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 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

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

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

MiWay is a licensed Short-term Insurer and Financial Services Provider (FSP. 33970).