

Policy Wording

MiWarranty Cover

This policy sets out the general terms and conditions that apply to 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. My contract includes this policy wording including the Component Cover and Benefits Table and my Coversheet.

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.

I must read the entire policy wording and Coversheet to understand and appreciate its full meaning and impact on me. I must check my Coversheet and ensure that all the information noted on my Coversheet is correct and complete. This policy wording 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:

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.
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 on the Coversheet, if applicable.
I / My / Me	The policyholder named on the Coversheet and anyone acting on behalf of the policyholder.

MiWarranty Solution

WHEN WILL MY COVER START?

- MiWay and I need to agree on the risk(s) to be insured, insured value, type of cover, terms and conditions, start date, premium and collection dates.
- 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 this 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 time. MiWay may give me notice either orally, by SMS, WhatsApp, e-mail, fax or post to my e-mail address, cellular number or address noted on my Coversheet.

Reinstatement of invalidated Warranty

- My policy, if invalidated due to improper servicing, may be reinstated by having the vehicle serviced at my cost in accordance with the Manufacturer's specifications and the procedures set out.
- This reinstatement is subject to MiWay's prior written approval and will only be effected after a waiting period of 90 days is imposed, as calculated from the date MiWay approves my request for reinstatement.
- During the 90-day waiting period, all components noted in the benefits table will be covered except the following components:
 - ▶ Differential
 - ▶ Gearbox
 - ▶ Turbo
 - ▶ Drive Shafts
- ✘ This reinstatement clause is not available to vehicles that have been modified.



WHEN WILL MY COVER END?

Cancellation

- I may cancel my policy at any time and 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, anyone covered under my policy or anyone acting on my behalf fail to comply with MiWay's reasonable instructions or requests, commit fraud on a claim or is found to be dishonest in relation to a claim.
- If I do not pay my monthly premium for three months in a row my policy will cancel automatically from 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 has lapsed.
- Vehicles older than 15 years or that have 350 000 Km or more on its odometer no longer qualify for cover. It is my responsibility to notify MiWay immediately when it applies to the vehicle noted on the Coversheet in order for my policy to be cancelled.

Refunds in the event of cancellation

If a premium has been paid for any period beyond the date of cancellation of an insured item or this policy, 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 a Sunday the premium will be collected on the working day before or on the first working day thereafter.
Scenario: Should my preferred collection date during December fall between the 25th of December and the 1st of January, MiWay will attempt to collect my premium before the 25th.
- 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 on the collection date, I will not have any cover for the period for which I did not pay.

- I will have 15 days from the collection date to make arrangements for funds to be collected from my chosen bank account. 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 vehicle, 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



- 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 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/ diesel engine vehicle 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.
 - ✳ If my vehicle does not have an up-to-date service history, I will not have cover.
 - ▶ **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).
 - ▶ **Proof of service history**
After each service, I must:
 - keep service receipts/invoices as proof that services are carried out in the proper manner
 - retain a copy of proof of pre-delivery service, as this may be requested in the event of a claim.
 - ▶ **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
 - that are members of the RMI (Retail Motor Industry) Organisation.
- allow MiWay or their appointed service providers access to inspect any vehicle that is the subject of a claim.
- 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. 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.
- inform MiWay immediately of any changes to any information noted on my Coversheet, which include but is not limited to:
 - ▶ the address where I usually keep the insured item/s
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.
 - ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged, like:
 - my financial position or that of any person covered under this policy, 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

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
- start with the repairs or replace any item(s) I have claimed for within 6 months from the date that my claim was authorised

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 policy 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 vehicle, 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 and no premium refund will be available to me.

Proof of Ownership and Value

MiWay may ask me to prove ownership. I also need to make damaged items, which I am claiming for and the vehicle available for inspection in order to prove the extent and nature of the damage.

MiWay may act on my rights

- When I submit a claim, MiWay may act on my rights against other people or entities to recover costs. I shall do nothing after a breakdown to prejudice such rights. MiWay will act on the version provided by me during claim stage. If at any stage, it is found that my version differs from the truth, MiWay will not be responsible for any legal costs, interest or additional damages and may recover any such costs already incurred from me.
- I may not institute and/or proceed with any litigation or action that may negatively influence any claims that MiWay might have against a third party.

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 policy). If in doubt, I should contact MiWay.

Applicable Law

The law of the Republic of South Africa will apply to this policy. All damages and legal costs awarded against me must be by a court within the Republic of South Africa.

Permission to the Disclosure of Personal 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 requests it;
 - ▶ 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 have a legitimate interest to do so;



- ▶ When I have expressly authorised MiWay to do so; or
- ▶ If MiWay undergo 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 COVERED FOR?

- The vehicle that I have insured is noted on my Coversheet.
- 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.
✓ Cambelt Failure	Actual breaking or stripping of teeth of the cambelt and any resulting damage, for example, bent valves. Any cambelt-related claim is limited as per the limits noted on the 'Component Cover and Benefit Table' under cambelt failure.
✓ Clutch	Clutch plate, clutch fork, pressure plate, slave cylinder, release bear 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 parts and casings.
✓ Drive shafts	Half shafts, side shafts, CV joints, prop shafts (excluding prop shaft tube).
✓ Electrical components	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 seaseals 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).
✓ Fuel system	Carburettor, fuel pump, airflow meter, fuel accumulator, fuel distributor, warm up regulator (excludes fuel injectors, service, tune-up and diesel pump calibrator).
✓ Free Wheel Hubs	Complete unit.
✓ Induction System	Throttle body, throttle body position sensor, intake manifold and swirl flap motor only.
✓ 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 and whether I have selected the Standard or Double-up cover.

Benefit 1: Current year model vehicles which have travelled less than 80 000 Km.

Benefit 2: Vehicles less than 5 years from the first date of vehicle registration which have travelled less than 120 000 Km.

Benefit 3: Vehicles less than 8 years from the first date of vehicle registration which have travelled less than 160 000 Km.

Benefit 4: Vehicles less than 15 years from the date of first registration which have travelled less than 350 000 Km.

Components Covered	Standard				Double-Up			
	Benefit 1	Benefit 2	Benefit 3	Benefit 4	Benefit 1	Benefit 2	Benefit 3	Benefit 4
Air-Conditioner	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Braking System	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Cambelt Failure	3,000	2,500	2,000	1,500	6,000	5,000	4,000	3,000
Clutch	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Cooling System	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Differential	5,000	4,000	3,000	2,000	10,000	8,000	6,000	4,000
Drive Shafts (Prop Shafts)	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Electrical Components	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Electronic Ignition	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Engine	7,000	5,000	4,000	3,000	14,000	10,000	8,000	6,000
Free Wheel Hubs	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Fuel System	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Induction System	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Management System	3,500	3,000	2,500	2,000	7,000	6,000	5,000	4,000
Overheating/Over fuelling	3,000	2,500	2,000	1,500	6,000	5,000	4,000	3,000
Steering	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Suspension	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
Transmission	5,000	4,000	3,000	2,000	10,000	8,000	6,000	4,000
Turbo charger	3,500	3,000	2,500	2,000	7,000	6,000	5,000	4,000
Wheel Bearings	2,500	2,000	1,500	1,000	5,000	4,000	3,000	2,000
If the cause was Wear and Tear	50% of the benefit				50% of the benefit			

Important:

- ▶ Any part that is not listed is not covered
- ▶ Any pre-existing condition on any part listed is not covered
- ▶ Where failure of, or damage to, any component or part can be classified under two of the benefits or headings, the lesser benefit or amount will apply.

LIMITATIONS TO 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 in the 'Component Cover and Benefit Table', 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 in the 'Component Cover and Benefit Table', 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 limited to the amount stated under "over fuelling" in the 'Component Cover and Benefit Table'.
- **Multiple failures**
In the event that two or more separate components from separate component categories fail simultaneously, the component with the highest cost (more expensive component failure) will be covered up to the maximum benefit limit as stated in the 'Component Cover and Benefit Table' or to the quoted cost of the repair (whichever is the lesser). Only one component per claim will be entertained.
- **Cambelt failure**
Actual breaking or stripping of teeth of the cambelt and any resulting damage, for example, bent valves. Any cambelt-related claim is limited as per the limits noted on the 'Component Cover and Benefit Table' under "cambelt failure".

WHAT AM I 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.
- ✘ Some incidents occurring within the 90-day waiting period on reinstatement of the policy. Refer to the reinstatement clause under heading "When will my cover start".
- ✘ Any part not listed in the "Component Cover and Benefit Table".
- ✘ Services, maintenance items, seals, oil leaks, cambelt replacement, ring gear, fly wheel, flex plate, drive-shaft boots and drive-shaft failure because of worn or damaged boots or covers, handbrake mechanism, brake and clutch friction surfaces, radiator rescore and burnt valves, V-belts, fan belts, gear linkages and auxiliary equipment.
- ✘ Failure of or damage to any component or part, resulting from –
 - ▶ the failure or damage of a non-covered part, which failure or damage was caused by the failure or damage of another non-covered part, no matter whether the failure of either non-covered part was attributable or not attributable to negligence or lack of due care by the policyholder and/or regular driver;
 - ▶ the failure or damage of a covered or non-covered part, which failure or damage was caused by an external source;
 - ▶ a non-covered component causing a covered component to fail as a result of my negligence or lack of due care by me, however, where such failure is not the result of my negligence or lack of due care by me, the applicable benefit of the covered component will be applied;
 - ▶ a covered component causing another covered component to fail as a result of my negligence or lack of due care by me, however, where such failure is not the result of my negligence or lack of due care by me, the higher benefit of both components will be applied.
- ✘ Modified, turbo-conversion and re-built vehicles that provide financial relief in the event of:
 - ▶ vehicle mechanical failure
 - ▶ related costs
- ✘ Breakdowns or claims resulting from any of the following, whether in the past or present:
 - ▶ use of the vehicle:
 - for racing, speed testing, or any competitive use;
 - as a taxi to transport paying passengers;
 - as a security vehicle;



- as a rental vehicle;
- on roadways not usual to normal thoroughfare (4-wheel drive vehicle is excluded, where such vehicle is driven within the manufacturer's specifications);
- negligently or abusively.
- ▶ improper servicing, as well as improper maintenance and subsequent results (including failure as a result of the lack of lubricating fluid or cooling medium);
- ▶ driver neglect, abuse or overloading;
- ▶ improper repairs of injectors and injection systems;
- ▶ contamination by water, sand, mud, foreign bodies entering or blocking the cooling elements and mechanical or electrical systems;
- ▶ contrary to the manufacturer's design intention
- ✘ Costs or expenses normally recoverable under a comprehensive motor insurance or any other insurance or warranty, 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 has been tampered with. If the vehicle's speedometer or odometer is not connected, not in working order, I must notify MiWay immediately.
- ✘ 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 me or 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.
- ✘ Any corrosion to the crankcase, cylinder liners and complete cooling system, whether internal or external.
- ✘ Any losses of operating profit, theft of goods and any other loss incurred.
- ✘ Any external impact or collision, causing damage to mechanical or electrical components.

WHERE AM I COVERED?

- 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 provided the vehicle is registered in South Africa and the night time address where the vehicle is usually kept is in the Republic of South Africa.
- Cover outside of South Africa is limited to vehicles used strictly for private purposes.
- 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.



HOW MAY I BE COMPENSATED BY MIWAY?

- Subject to the terms of my policy, MiWay has the option to pay cash, replace or repair through a supplier or repairer of MiWay's choice or any combination thereof.
- 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.
- Where a claim is settled for a damaged item, such item becomes MiWay's property.
- If parts are not available and this delays the repairs process, I will not be indemnified by MiWay for the inconvenience it causes me or money I lose or for any liability I may incur because of the delay.
- 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 the benefits table.
- **Please note:** Parts or units removed for replacement under this Policy become MiWay's property.
Workshop Guarantee: As a registered financial services provider, MiWay strives to ensure at all times that its customers are provided with the highest quality of service, both in their dealings with MiWay and in any repairs or services performed on their vehicles. In addition to any legal requirements, MiWay's approved suppliers guarantee all workmanship and materials supplied (excluding electrical components), for periods of 6 months to a year. The exact details of the guarantee for any particular component can be obtained from MiWay on request and MiWay will gladly assist any customer who wishes to pursue a claim under the guarantee provided by MiWay's approved suppliers.

HOW DO I CLAIM AND WHAT MIGHT BE REQUIRED FROM ME?

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.
- I must submit my claim within the required period and can do so by:
 - ▶ registering a claim directly on www.miway.co.za
 - ▶ calling the claims department on 0860 646464
- 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
 - ▶ the service records of the vehicle
- 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 Component Cover and Benefits Table.

WHAT DO I PAY WHEN I CLAIM?

MiWay will only be liable to pay what they have approved on a claim, any amount including garage charges for which MiWay is not liable will be my responsibility.

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

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