

## 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 (FAIS).

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.*

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

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## Contents

WHAT DOES THIS MEAN?	2
WHEN WILL MY COVER START?	2
WHEN WILL MY COVER END?	3
WHAT MUST I PAY TO HAVE COVER?	3
WHAT MUST I DO TO HAVE COVER?	4
WHAT MUST I REMEMBER?	4
WHAT AM I COVERED FOR?	7
COMPONENTS COVERED	8
COMPONENTS COVERED & BENEFITS TABLE	11
WHAT AM I NOT COVERED FOR?	12
WHERE AM I COVERED?	12
HOW MAY I BE COMPENSATED BY MIWAY OR ANY OF ITS APPOINTED AGENTS?	13
HOW DO I CLAIM AND WHAT MIGHT BE REQUIRED FROM ME?	13
HOW DO I COMPLAIN?	13
MIWAY CONTACT DETAILS	14
FAIS DISCLOSURE NOTICE	15

## 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 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 (PPR) with regards to non-payment of premium, or the date with regards to pro-rata premium that MiWay and I mutually agree on.
<b>Consequential damage</b>	Any injury, harm or loss that does not occur directly and immediately from the act of a party, but only as a result of some outcomes that may lead to injury, harm or loss.
<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>Emergency repairs</b>	Where I had to have minor repairs done due to an unexpected event requiring immediate attention, to prevent further loss or damage and in order to get mobile after hours, on weekends or public holidays.
<b>Finance house</b>	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.
<b>4x4</b>	A vehicle that is designed for both off-road and on-road applications, not exceeding 3 500kg in Gross Vehicle Mass (GVM).
<b>I/ My/ Me</b>	The policyholder named on the Coversheet and anyone acting on behalf of the policyholder.
<b>Light delivery vehicle (LDV)</b>	An LDV is a vehicle designed for the conveyance of persons and freight, including panel vans or double-cabs, not exceeding 3 500kg in Gross Vehicle Mass (GVM).
<b>Mechanical breakdown</b>	For the purpose of this policy, the breaking or burning out of any of the components listed in Components Covered, due to a mechanical or electrical failure that causes the component to suddenly stop functioning, requiring repair or replacement.
<b>Modified</b>	A failure to Components Covered due to any alterations or modifications which have not been approved by the manufacturer, including, but not limited to, all engine conversions and turbo-charged units.
<b>Passenger vehicle</b>	A private type of motor car, including station wagons, minibuses and the like, designed to seat ten persons or fewer, including the driver, not exceeding 3 500kg in Gross Vehicle Mass (GVM).
<b>Preventative maintenance M-Sure</b>	<p>The replacing or repair of worn parts to avoid or prevent mechanical breakdown or electrical failure.</p> <p>The Binder Holder, M-Sure Financial Services (Pty) Ltd, a non-mandated intermediary, with registration number, 2002/022941/07 appointed to perform binder functions in terms of the Binder Agreement with MiWay Insurance Limited.</p>
<b>Renewal date</b>	Is the first day of a period of 12 consecutive months after the start date of my policy, also known as the anniversary date.
<b>Qualifying vehicles</b>	Passenger vehicles, including 4x4s and light delivery vehicles that are not more than 15 years of age and have less than 350 000km on their odometer.
<b>Waiting period</b>	A period of time in months after the start date before the benefits can be claimed.
<b>Wear and tear</b>	The ongoing weakening of a covered component which results naturally from use and/or age.

## 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 provided the first premium is received by MiWay when it becomes due on condition that if I did not have an active motor warranty policy valid for minimum 30 days immediately prior to start date, a waiting period of 30 days from the start date will be applicable.

### 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.

### WHEN WILL MY COVER END?

- 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 e-mail 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 3 months in a row my policy will cancel automatically from midnight on the last day for which the 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 000km or more on their 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, including preventative maintenance. 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.
  - ▶ **Extension to service deadlines**  
MiWay will allow a service run-over of 1 500km either side of the service interval or 30 days, whichever comes first (Regardless of the manufacturer's 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 proper manner
    - retain a copy of proof of pre-delivery service, as this may be requested in the event of a claim.
  - ▶ **Approved service providers**  
Services must be carried out at repairers that offer full repair and service facilities. Acceptable repairers include those:
    - appointed as service agents for a manufacturer approved by the manufacturer
    - that are members of the MIWA (Motor Industry Workshop Association) approved repairers and are RMI (Retail Motor Industry) approved.
- My cover is dependent on my vehicle receiving a major service at a RMI approved service provider when my vehicle has no record of a service history. The major service must occur prior to the commencement date of my policy. I will not have cover if this major service is not carried out.
- Allow MiWay or its appointed agents access to inspect any vehicle that is the subject of a claim.
- Follow or act on all MiWay's or its appointed agents' 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 or any of its appointed agents' 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.

## Important Time Limits

MiWay will only pay a claim if I:

- Report my claim to MiWay or any of its appointed agents as soon as possible, but no later than 7 days after the incident.
- Give MiWay and any of its appointed agents all the information and documentation which they may ask for, within a reasonable time period decided on, by MiWay or any of its appointed agents.
- 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?

### Resultant damage

Where a covered component is damaged by the mechanical breakdown or electrical failure of a non-covered component, payment will only be in respect of the repair or replacement of the covered damaged component.

### Maximum limits

For the purpose of this policy, the maximum limits are calculated as follows:

- The individual component and benefit limit
- The Components Covered & Benefits Table which indicates the maximum amount that Miway will pay for the components or benefits for the Benefit option and plan selected applicable to my vehicle category, and may not in all instances cover the full replacement value of the components
- Any additional costs will be for my account.

<b>*Scenario:</b>				
<b>Benefit 1, Bronze</b>	<b>Benefit</b>	<b>Repair cost</b>	<b>Claimed amount</b>	<b>Claim paid</b>
<b>Engine</b>	R 31,000	R 35,000	R 35,000	R 31,000 (Benefit limit)

### More than one failure at the same time

- If there is more than 1 mechanical breakdown or electrical failure that happens or is reported at the same time, it will be treated as 1 claim
- In this event, the amount authorised will be limited to the higher benefit limit
- Any additional costs will be for my account

<b>*Scenario:</b>				
<b>Benefit 2, Silver</b>	<b>Benefit</b>	<b>Repair cost</b>	<b>Claimed amount</b>	<b>Claim paid</b>
<b>Engine</b>	R 19,000	R 20,000	R 20,000	R 19,000 (Highest benefit limit)
<b>Differential</b>	R 15,000	R 17,000	R 17,000	
<b>Total</b>		R 37,000	R 37,000	

### Maximum claim payment

- MiWay will not pay more than the retail value of the vehicle determined at the time of purchase of the policy and at every subsequent renewal
- Any additional costs will be for my account.

<b>*Scenario:</b>	
<b>Benefit 1, Gold</b>	<p>I bought a vehicle for R 100,000. My vehicle had a steering failure, and the claim value was R 10,000 which was covered in full. A month later my vehicle's engine fails and requires replacement to the value of R 50,000, which was covered in full. Two months after replacing my engine, my vehicle's gearbox fails and the repairer advises that it will need to be repaired and the claim value is R43, 200. MiWarranty will pay R40,000 for the repair of gearbox and I will be required to pay R3,200 from my own account.</p> <p><math>R 10,000 \text{ (Steering)} + R50, 000 + \text{(Engine)} + R40, 000 \text{ (Gearbox)} = R 100 000 \text{ (Retail value)}</math>.</p>

### Emergency repairs

- Cover is provided for valid claims limited to the maximum benefit limit shown in the Coversheet and as set out in the Components Covered & Benefits Table
- Any additional costs will be for my account.

<b>*Scenario:</b>	
<b>Benefit 3, Gold</b>	<p>My vehicle has an alternator failure on a Saturday morning, a registered repairer can repair my vehicle within 1 hour. The cost of the repair is R 5,000, which I paid. I will only be reimbursed R4,000 toward the repairs as this is the maximum benefit limit. The R 1,000 will not be reimbursed and will be for my own account.</p> <p><math>R 5,000 \text{ (Alternator repair cost)} - R4,000 \text{ (Benefit limit)} = R 1,000 \text{ (For the client's account)}</math></p>

### Transfer of the policy

I cannot transfer this policy to anyone or to another vehicle.

### 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 date, all premiums received by MiWay less any cost incurred by MiWay will be refunded.

## Deliberate or Fraudulent Acts

- MiWay or any of its appointed agents 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 or any of its appointed agents 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 or any of its appointed agents 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 or its appointed agents 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.

## Applicable Law

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

## Permission to the Disclosure of Personal Information

- MiWay or its appointed agents does not and will not transfer, process or provide my personal information for independent unauthorised use to or by third parties. MiWay or its appointed agents 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 or its appointed agents will disclose the personal information obtained from me:
  - ▶ When any regulatory authority requests it;
  - ▶ To comply with any regulation or any legal process;
  - ▶ To enforce and protect MiWay's rights and property (including intellectual property) and/or where MiWay or its appointed agents has 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 or its appointed agents to:
  - ▶ retain, process and verify my information against reputable and secure database sources 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.
  - ▶ process my information for the purposes of determining premium, excess and any other risk related matters relating to this policy.
  - ▶ use any available information, in order to assist MiWay in validating a claim, that is derived from my:
    - vehicle's tracking device, internal computer, dashcam, MiWay App and any other security installed
    - CCTV footage and/or any security installed at my property which is noted on my Coversheet.
- MiWay or its appointed agents will retain my information for the prescribed period of 5 years, or for as long as required or entitled by law, after termination of my policy, after which MiWay will de-identify (where the information can no longer be used to identify me) my information.



- This permission clause will remain in force even after my policy has been terminated for whatever reason, and for the duration that the de-identified information is retained by MiWay or its appointed agents.

### WHAT AM I COVERED FOR?

- The vehicle that I have insured is noted on my Coversheet.
- The breaking or burning out of any of the components listed in Components Covered, due to a mechanical or electrical failure that causes the component to suddenly stop functioning, needing repair or replacement.
- The parts covered are as per the Components Covered and any part not listed is not covered.
- Failure because of wear and tear is included.

### Effective date of the policy

The policy will start on the date on which the policy was bought or, if there is an original manufacturer's warranty in force, the date on which the original manufacturer's warranty expires.

### Benefit options and plans

Each benefit option has a selection of plans namely Gold, Silver and Bronze. Categories are applied for the Benefit options based on the date of first registration according to:

- Kilometres travelled: the odometer reading at time of policy purchase.
- Age in years or months: my vehicle's age at the time of policy purchase or renewal date.

**Benefit 1:** Vehicles less than 5 years old from the first date of vehicle registration and which have travelled less than 120 000km.

**Benefit 2:** Vehicles less than 8 years old from the first date of vehicle registration and which have travelled less than 160 000km.

**Benefit 3:** Vehicles less than 15 years old from the first date of vehicle registration and which have travelled less than 350 000km.

### Incorrect plan

If it is found at claim stage that the incorrect plan was selected due to the wrong odometer reading or age of my vehicle, my policy will automatically be adjusted to the correct plan.

**Scenario:** *When the policy was purchased, the vehicle odometer reading was recorded as 110 000km and the vehicle was 4 years old, my vehicle qualified for Benefit 1. At claim stage, the service history of my vehicle was requested and reflected that the vehicle was serviced before the policy was purchased and the mileage was 121 000km. The mileage will be updated to 121 000km from policy inception. The vehicle now qualifies for Benefit 2 and the policy will be adjusted.*

### Upgrade or downgrade of the policy or item

#### • Upgrade

The current Benefit option in force can only be upgraded, provided that there are no claims pending. This upgrade can only be done within the existing vehicle category and will also include an additional premium, which is determined by the difference in the premium paid for the current plan and the premium required for the new upgraded plan. A waiting period of 30 days from the upgrade date will be applicable.

#### • Downgrade

The current Benefit option in force can only be downgraded within the existing vehicle category and a refund may be due if applicable, which is determined by the difference in the premium paid for the current plan and the premium required for the new downgraded plan. There is no waiting period for a downgrade.

### Renewal at anniversary

Prior to the anniversary of this policy, a renewal will be generated based on the age of my vehicle that will determine the Benefit option that my vehicle will qualify for.

**Scenario:** *When the policy was purchased, my vehicle had an odometer reading of 100 000km and was 4 years and 11 months old, my vehicle qualified for Benefit 1. At the anniversary of my policy, a renewal will be generated for my vehicle which is now 5 years and 11 months old and no longer qualifies for Benefit 1. My vehicle now qualifies for Benefit 2.*

## COMPONENTS COVERED

This policy covers the major mechanical components for a wide variety of vehicles and therefore general naming conventions are used.

- ✓ **Engine** All internal components. Decarbonisation and blown cylinder head gaskets are excluded.
- ✓ **Overheating** Failure as a result of overheating.
- ✓ **Gearbox**
  - **Manual transmission:** All internal components, plus gear lever and linkages
  - **Automatic transmission:** All internal components, plus torque convertor, gear lever and linkages.
- ✓ **Differential** All internal components.
- ✓ **Differential lock** All internal components.
- ✓ **Transfer box** All internal components, including gear lever and linkages.
- ✓ **Turbo or compressor assembly** Factory approved fitment only. The boost control valve and intercooler and only for factory approved fitment.
- ✓ **Engine and transmission management system** Control units, sensors, solenoids and Exhaust Gas Recirculation (EGR) valves only.
- ✓ **Casings** Engine block, cylinder head, gearbox and differential and drive unit casings and inlet and exhaust manifolds are covered in the event of damage being brought about by the failure of a covered component.
- ✓ **Electronic ignition** Coil and distributor. High Tension (HT) leads, spark plugs and suppressors are excluded.
- ✓ **Air conditioner** Compressor and clutch pulley only.
- ✓ **Cooling system** Water pump, welsh plugs, thermostat and oil coolers.
- ✓ **Suspension** Upper and lower wishbones with associated ball joints, bushes, springs, stabiliser bar, pneumatic suspension pump and bellows.
- ✓ **Wheel bearings** Front and rear wheel bearings, including hubs.
- ✓ **Braking system** Brake booster, master cylinder, wheel cylinders, callipers, ABS control unit and sensors, electronic park brake mechanism. Brake discs and drums are excluded.
- ✓ **Fuel system** Mechanical and electrical fuel pumps, injectors, airflow meter, lambda probe, air mass sensor, fuel distributor, throttle body and pressure regulator.
- ✓ **Electrical components** Alternator, starter motor (including ring gear) and windscreen wiper motors. Relays and switches are excluded.
- ✓ **Electrical winch** Electric motor only (applicable to 4x4 vehicles only).
- ✓ **Free wheel hubs** Complete units (applicable to 4x4 vehicles only).
- ✓ **Prop shaft (Drive shafts)** Prop shaft, universal joints, centre bearing and couplings. Tubes and balancing are excluded.
- ✓ **Constant Velocity (CV) joints** Constant velocity joints. Rubber boots are excluded.



✓ <b>Steering mechanism</b>	Column shaft, bearings and joints, internal components of the rack and pinion, steering box, tie-rod ends, steering lock, power steering pump and reservoir. Rubber boots are excluded.
✓ <b>Clutch</b>	Master and slave cylinder, clutch plate, pressure plate, flywheel, release bearing and clutch fork.
✓ <b>Radiator</b>	Radiator, heater radiator and expansion bottle.
✓ <b>Emission control</b>	Catalytic converter. Component failure only.
✓ <b>Cylinder head gasket</b>	Cylinder head gasket failure.
✓ <b>Drive pulleys</b>	Crankshaft, camshaft, tensioners and jockey pulleys are covered in the event of mechanical breakdown.
✓ <b>Cambelt failure</b>	Cambelt and tensioner.
✓ <b>Viscous and electric fans</b>	Engine cooling only.
✓ <b>Electric motors</b>	Sunroof, soft top electric motor and window winder motors. The winder mechanism assembly is excluded.
✓ <b>Electric mirrors</b>	Motors only.
✓ <b>Central locking</b>	Pump and door actuator only. Electrical failures are excluded.
✓ <b>Global Positioning System (GPS) navigation system</b>	Original manufacturer fitted navigation display unit and navigation control module only.
✓ <b>Entertainment system</b>	Original manufacturer fitted radio and Compact Disc (CD) player only. Speakers and aerials are excluded.
✓ <b>Phone system</b>	Original manufacturer fitted microphone and head unit only.
✓ <b>Transponder key</b>	Original manufacturer fitted unit only. Software downloads are excluded.
✓ <b>Alarms and immobilisers</b>	Original manufacturer fitted unit only.

### Additional benefits

If I have a valid mechanical breakdown or electrical failure claim, the following additional benefits are available to me:

- ✓ **Consumables**  
Any consumable, such as oil or fluid, that forms part of the repair of a covered component, will only be covered under the benefit limit of the covered component.
- ✓ **Vehicle hire or public transport**
  - If the repairer is unable to complete the work within 8 working hours of my claim being authorised, MiWay will repay me for the costs of vehicle hire or public transport per claim, provided that I use a recognised vehicle hire company and provide MiWay with receipts for the monies spent.
  - MiWay will not pay for:
    - ▶ The cost of fuel and insurance
    - ▶ Vehicle hire or transport if the delay is caused by the dealer not being able to obtain parts or components
    - ▶ This refund is subject to the limit stated in the Components Covered & Benefits Table.

✓ **Overnight accommodation**

If I have a mechanical breakdown or electrical failure more than 100km from my home, MiWay will repay me for the receipted costs of overnight accommodation per claim. I must provide MiWay with receipts. This refund is subject to the limit stated in the Components Covered & Benefits table. This benefit only applies if the mechanical breakdown or electrical failure relates to a component covered by this policy.

✓ **Strip and quote**

The repairer must contact the claims department for authorisation before any stripping is commenced. MiWay will pay for the cost of the stripping and quoting of the component as per the limit stated in the table of benefits. If the breakdown or failure is covered, the cost of stripping will be included in the benefit limit of the covered component. If the breakdown or failure is not covered, the cost of stripping will be covered up to the limit stated in the Components Covered & Benefits table.

✓ **Roadside assistance**

The Roadside assistance benefit is provided by LiquidCapital a division of Motus Corporation (Pty) Ltd.

I am covered for the following services for the duration of my policy, subject to various limitations. Only available within the borders of South Africa.

**24-hour emergency number 0860•887•223**

• **Towing**

If the vehicle suffers a mechanical breakdown or electrical failure, Roadside assistance will pay for it to be towed to MiWay's appointed agent. Only 1 tow per incident is covered and limited to the amount in the Components Covered & Benefits Table.

• **Jump-start**

If the vehicle's battery is dead and I cannot start the vehicle, Roadside assistance will dispatch a service provider to assist in jump-starting the vehicle for me. Note only 2 jump start incidents per year are covered.

• **Key lockout**

If the keys to the vehicle are locked inside the vehicle, Roadside assistance will call in a locksmith to get them out. Roadside assistance will pay for the call-out fee and 1 hour's labour. If the problem cannot be resolved, any additional services will be for my account.

• **Tyre change**

If one of the vehicle's tyres is flat, Roadside assistance will dispatch a service provider to change the flat tyre. In the event that I do not have a spare tyre or the required equipment, any additional services will be for my account. This benefit is limited to 2 incidents per year.

• **Run out of fuel**

If the vehicle runs out of fuel, leaving me stranded next to the road, Roadside assistance will supply me with up to 5 litres of fuel so that I can continue my journey. This benefit is limited to 2 incidents per year.

## COMPONENTS COVERED & 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 Bronze, Silver, or Gold cover.

Please note that the actual cost of repair may exceed the level of indemnity as specified.

Components Covered	Benefit 1			Benefit 2			Benefit 3		
	Gold	Silver	Bronze	Gold	Silver	Bronze	Gold	Silver	Bronze
Engine	R57 000	R47 000	R31 000	R22 000	R19 000	R14 000	R17 000	R15 000	R11 000
Overheating	R57 000	R47 000	R31 000	R22 000	R19 000	R14 000	R17 000	R15 000	R11 000
Gearbox	R45 500	R37 500	R25 000	R17 500	R15 000	R11 000	R13 500	R12 000	R9 000
Differential	R45 500	R37 500	R25 000	R17 500	R15 000	R11 000	R13 500	R12 000	R9 000
Differential lock	R23 000	R19 000	R12 500	R9 000	R7 500	R5 500	R7 000	R6 000	R4 500
Transfer box	R23 000	R19 000	R12 500	R9 000	R7 500	R5 500	R7 000	R6 000	R4 500
Turbo or compressor assembly	R23 000	R19 000	R12 500	R9 000	R7 500	R5 500	R7 000	R6 000	R4 500
Engine and transmission management system	R18 000	R15 000	R10 000	R7 000	R6 000	R4 500	R5 500	R5 000	R3 500
Casings	R16 000	R13 000	R8 500	R6 000	R5 500	R4 000	R5 000	R4 000	R3 000
Electronic ignition	R16 000	R13 000	R8 500	R6 000	R5 500	R4 000	R5 000	R4 000	R3 000
Air conditioner	R16 000	R13 000	R8 500	R6 000	R5 500	R4 000	R5 000	R4 000	R3 000
Cooling system	R13 500	R11 500	R7 500	R5 500	R4 500	R3 500	R4 000	R3 500	R2 500
Suspension	R13 500	R11 500	R7 500	R5 500	R4 500	R3 500	R4 000	R3 500	R2 500
Wheel bearings	R13 500	R11 500	R7 500	R5 500	R4 500	R3 500	R4 000	R3 500	R2 500
Braking system	R13 500	R11 500	R7 500	R5 500	R4 500	R3 500	R4 000	R3 500	R2 500
Fuel system	R13 500	R11 500	R7 500	R5 500	R4 500	R3 500	R4 000	R3 500	R2 500
Electrical components	R13 500	R11 500	R7 500	R5 500	R4 500	R3 500	R4 000	R3 500	R2 500
Electrical winch	R10 500	R8 500	R5 500	R4 000	R3 500	R2 500	R3 000	R2 500	R2 000
Free wheel hubs	R10 500	R8 500	R5 500	R4 000	R3 500	R2 500	R3 000	R2 500	R2 000
Prop shaft (Drive shafts)	R10 500	R8 500	R5 500	R4 000	R3 500	R2 500	R3 000	R2 500	R2 000
CV joints	R10 500	R8 500	R5 500	R4 000	R3 500	R2 500	R3 000	R2 500	R2 000
Steering mechanism	R10 500	R8 500	R5 500	R4 000	R3 500	R2 500	R3 000	R2 500	R2 000
Clutch	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Radiator	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Emission control	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Cylinder head gasket	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Drive pulleys	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Cambelt failure	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Viscous and electrical fans	R9 000	R7 500	R5 000	R3 500	R3 000	R2 000	R2 500	R2 500	R2 000
Electric motors	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
Electric mirrors	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
Central locking	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
GPS navigation system	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
Entertainment system	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
Phone system	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
Transponder key	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000
Alarm and immobiliser	R4 000	R3 500	R2 000	R1 500	R1 500	R1 000	R1 000	R1 000	R1 000

<b>Additional benefits</b>									
Vehicle hire or Public Transport	R500	R500	R500	R500	R500	R500	R500	R500	R500
Overnight accommodation	R500	R500	R500	R500	R500	R500	R500	R500	R500
Strip and quote	R500	R500	R500	R500	R500	R500	R500	R500	R500
Wear and Tear	Included								
Roadside assistance	Included								
Towing per annum	R1 500	R1 500	R1 500	R1 500	R1 500	R1 500	R1 500	R1 500	R1 500

### 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 2 of the benefits or headings, the higher benefit or amount will apply.

### WHAT AM I NOT COVERED FOR?

- ✗ Any consequential or indirect loss or damage of any kind or description whatsoever.
- ✗ Components that were broken or had failed before the policy started.
- ✗ Repairs that have not been authorised by MiWay or any of its appointed agents.
- ✗ Any repairs if the odometer is not working or has been changed in any way or has been disconnected or replaced without MiWay or any of its appointed agents written approval.
- ✗ Damage resulting from oil leaks or for oil leaks themselves.
- ✗ Damage to drive shafts or steering racks as a result of damaged rubber boots.
- ✗ Damage caused by incorrect fuel, contaminated fuel, incorrect lubricants or contaminated lubricants, unreasonable use, improper servicing or malicious damage.
- ✗ Damage caused by a road accident or any accidental damage.
- ✗ Damage to vehicles that have been altered in any way from the manufacturer's specifications.
- ✗ Any components that are not listed under Components Covered.
- ✗ Any components that are still covered by the manufacturer's or supplier's warranty at the time of the mechanical breakdown or electrical failure.
- ✗ Damage to all electrical wiring, including damage as a result thereof.
- ✗ Service items or items that need to be changed at specific or regular intervals such as oil, grease, filters, hydraulic fluid, additives and anti-freeze, spark plugs, "v" and cambelts, consumables and the like.
- ✗ Any costs or expenses not covered under this warranty, and/or that can be recovered from my motor insurance policy.
- ✗ Nuclear risks: loss, damage or liability directly or indirectly caused by, or arising from, ionising radiation or radioactive contamination from any nuclear fuel or from any nuclear waste arising from burning nuclear fuel, or the radioactive, toxic, explosive or other dangerous properties of any explosive nuclear equipment or nuclear part of that equipment.
- ✗ War and public disorder: any loss, damage or liability caused by civil commotion, riot, strike, war, mutiny, military uprising, martial law, rebellion, revolution, any act in protest against any State, Government or Government body.
- ✗ Cybercrime: this includes but is not limited to, any loss or damage to any items covered under this policy resulting from acts of hacking computer systems including fraudulent input, modification, disruption, deletion, or damage of data in the computer system (examples of computer systems include and are not limited to mobile phones, keyboards, touchscreens, barcode scanners, touchpad).
- ✗ Hybrid, electric, or modified vehicles (including turbo conversions), vehicles used for any sort or form of transporting people for reward, hired vehicles, rebuilt vehicles (Code 3), vehicles that are, or have been, used in any form of motoring competition.
- ✗ The cost of stripping the vehicle is for my own account where the cause of breakdown and parts are not covered.

### WHERE AM I COVERED?

- MiWarranty provides me with mechanical breakdown or electrical failure insurance in the Republic of South Africa (RSA), Namibia, Botswana, Zimbabwe, Kingdom of Eswatini (Swaziland), Lesotho and Mozambique provided the vehicle is registered in South Africa and the night time address where the vehicle is usually kept is in the 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 OR ANY OF ITS APPOINTED AGENTS?

- Subject to the terms of my policy, MiWay or any of its appointed agents has the option to pay cash, replace or repair through a supplier or repairer of MiWay's choice or any combination thereof.
- MiWay or any of its appointed agents 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 part, 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 or any of its appointed agents and in any repairs or services performed on their vehicles. MiWay guarantees all workmanship and materials supplied (excluding electrical components), for periods of a year.

## 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 the vehicle 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:
  - ▶ calling the claims department on 0860 887 223 provide the claims department with the following information:
    - ▶ my identity number and vehicle registration 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
  - ▶ facilitating access and/or delivering the vehicle to a MiWay appointed agent and or accredited repairing dealership who will contact MiWay on my behalf to speed up my claim.
  - ▶ requiring the repairer to establish the nature of the mechanical breakdown or electrical failure and must contact the Claims department for authorisation to proceed with the repairs. Repairs cannot start unless the Claims department has given authorisation.
- Once my breakdown is identified as a valid claim under this policy the claims agent will issue an authorisation to the repairing dealer.

## 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 64 64 64. I may request to speak to a manager.
- If I am not satisfied with the outcome of the complaint and/or I do not agree with the feedback provided by the internal complaints department/manager in relation to my complaint, 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 6 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 6 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 1 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

E-mail: [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 (FSP33970).



## DISCLOSURE NOTICE

Disclosures required in terms of the Financial Advisory and Intermediary Services (FAIS) Act (37 of 2002). **Please read this carefully.**

The FAIS Act was enacted for my benefit. I note that this disclosure notice does not form part of the insurance contract.

### The Insurer:

MiWay Insurance Limited is an authorised non-life insurer and financial services provider (FSP 33970). MiWay is authorised to provide financial advice and intermediary services on Category I Short-term Insurance (non-life): Personal Lines, Personal Lines A1 and Commercial Lines.

### MiWay's contact details:

<b>Physical Add:</b>	48 Sterling Road Samrand Business Park, Kosmosdal, Ext 12, 0157
<b>Postal Add:</b>	PostNet Suite #382, Private Bag X121, Halfway House, 1685
<b>Telephone</b>	0860 64 64 64
<b>MiHelp</b>	08 600 767 64
<b>Facsimile</b>	+27 (11) 990 0001
<b>Website</b>	<a href="http://www.miway.co.za">www.miway.co.za</a>
<b>E-mail</b>	<a href="mailto:info@miway.co.za">info@miway.co.za</a>

### Terms and conditions of engagement:

- I must read through all the documents that I receive from MiWay to ensure that I understand the contents thereof. I am entitled to a copy of the policy documents free of charge.
- For my protection, all telephone calls are recorded and copies of the recordings between myself and MiWay regarding my policy will be provided upon request.
- MiWay has Professional Indemnity insurance and accepts responsibility for the financial advice of its Representatives, acting in the scope and course of their employment.
- MiWay sales advisors are full-time employees and receive a once-off incentive on sales made.
- MiWay has a Conflict of Interest Management Policy that can be made available upon request.
- If the premium is paid by debit order, it may only be in favour of one person and may not be transferred without my approval. MiWay must inform me in writing at least 31 days before the cancellation of my debit order.
- The premium payable and the due date (collection date) are indicated on my Coversheet. Non-payment of premiums may lead to my policy being cancelled or cover being suspended.
- Should my insurance be cancelled for any reason, I should be supplied with a notice informing me of such cancellation.
- No person may insist that I sign any incomplete or blank document.

### Claims Procedures

I can lodge all claims telephonically by contacting 0860 88 72 23, or send an e-mail to [miway@m-sure.co.za](mailto:miway@m-sure.co.za), or online on the website ([www.miway.co.za](http://www.miway.co.za)), or via the MiWay App (available from my App Store) as soon as possible, but within 30 days of the claim event. I should be supplied with written reason/s in the event that my claim is repudiated. Polygraph or any lie detector tests are not obligatory in the event of a claim and the failure thereof must not be the sole reason for repudiating a claim.

If I dispute the outcome of my claim, I must raise an objection in writing to MiWay together with reasons by sending an e-mail to: [disputes@miway.co.za](mailto:disputes@miway.co.za), within 90 days from the day that I first received written notification of the outcome of my claim.

I have 120 days from the date I submitted my claim to provide MiWay with all the necessary claim documents or information so that my claim can be processed. If I do not provide the documents and information within 120 days, my claim will be treated as not taken up and the claim will be closed.

If the matter is still not resolved to my satisfaction by MiWay, I may submit a complaint in writing to the Ombudsman for Short-term Insurance at PO Box 32334, Braamfontein, 2017. I may also contact the Ombudsman on Telephone: (011) 726 8900, Fax: (011) 726 5501 and e-mail: [info@osti.co.za](mailto:info@osti.co.za).

Immediately following the 90 days, irrespective of whether an objection was raised, I have a further 6 months within which to serve summons on MiWay. If I do not serve summons within this period, my right to challenge the decision is forfeited.

## Complaints Procedures

I am requested to submit any complaint in writing to [complaints@miway.co.za](mailto:complaints@miway.co.za) or at any of MiWay's addresses above or on Telephone: 0860 64 64 64, Fax: (011) 990 0001 or online at [www.miway.co.za](http://www.miway.co.za).

## Compliance-Related Complaints

If I have a problem with the way the product was sold to me, the disclosures that were made to me or the advice that was given to me, I may contact the Compliance Officer of MiWay on 0860 64 64 64, or e-mail to [compliance@miway.co.za](mailto:compliance@miway.co.za).

If my compliance-related complaint is not resolved to my satisfaction, I may submit a complaint in writing to the FAIS Ombud at: PO Box 74571, Lynwood Ridge, 0040. I may also contact the Ombud on Telephone (012) 762 5000, Fax: (012) 348 3447 and e-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za).

I may also submit a complaint to the FSCA on details noted below:

**Physical Add:** Riverwalk Office Park, Block B, 41 Matroosberg Road, Ashlea Gardens, Pretoria, 0081  
**Postal Add:** PO Box 35655, Menlo Park, 0102  
**Telephone** 012 428 8000/ 0800 20 37 22  
**E-mail:** [info@fsc.co.za](mailto:info@fsc.co.za)  
**Website** [www.fsc.co.za](http://www.fsc.co.za)

## M-Sure

M-Sure is an authorised Financial Services Provider (FSP No. 21799) authorised in terms of a Binder Agreement to render financial services on behalf of MiWay based on a Binder Agreement.

## M-Sure Contact Details:

**Telephone** 0860 88 72 23  
**E-mail:** [miway@m-sure.co.za](mailto:miway@m-sure.co.za)

## Details of M-Sure Compliance Officer

**E-mail:** [compliance@m-sure.co.za](mailto:compliance@m-sure.co.za)

More than 10% share interest in MiWay: No

Receive more than 30% of total commission and income from MiWay: No

## Mandate to Act on Behalf of MiWay

M-Sure has the required mandate as a binder partner to act on behalf of MiWay in terms of a Binder Agreement.

## Fees and Commissions

MiWay has entered into a Binder Agreement with M-sure and a monthly Binder fee is payable by MiWay to M-Sure.

## Tax clause

In terms of Binding General Ruling 14, the Coversheet constitutes a tax invoice, debit note and credit note as contemplated in sections 20(7)(a) and 21(5)(a) of the VAT Act.