

# Policy Wording

## Business Insurance

The policy wording, Coversheet (schedule) and any relevant attachments explain what cover is in place.

It is necessary to read the entire policy wording and Coversheet to understand and appreciate its full meaning and impact on the policyholder and anyone covered by this policy. It is essential to check the Coversheet and ensure that all the information noted on the Coversheet, is correct and complete as any incorrect or incomplete information may negatively affect the cover or future claims.

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 the policy wording to illustrate certain concepts. 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 following meanings:

**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 as agreed and noted on the Coversheet or the date with regards to pro-rata premium that MiWay and the policyholder mutually agree on.

**Coversheet** The Coversheet contains policyholder 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 that the 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, as defined in the National Credit Act 34 of 2005, is noted in this policy.

**Incidents** Incidents which occurred in the last 3 years applicable to the policyholder as well as any drivers which are listed on the policy need to be disclosed to MiWay and should be noted on the Coversheet. An incident relates to any accident, loss or event that the policyholder or anyone covered under this policy, may have suffered irrespective of whether a claim was submitted or not or whether the item/life was insured at the time or not. Incidents or losses suffered by the aforementioned individuals in their personal capacity are not relevant.

*Typical examples where the incident must be disclosed:*

- *A business employee drove a vehicle owned by the policyholder and hit a pothole damaging the vehicle's wheel and rim. The policyholder decided not to claim from its insurer and repaired/replaced the damaged items itself (irrespective of whether a claim was submitted or not)*
- *The business owner's daughter, who is being covered under this policy as a single regular driver, had an accident whilst driving her company vehicle which was not insured (irrespective of whether the item was insured or not)*
- *There had been an attempted break-in at the policyholder's premises and the locks and intercom system were damaged. The policyholder replaced the locks as the damage was less than the excess it had to pay on the claim (irrespective of whether the claim was paid or not)*

**Policyholder/You/Your** As this is a business insurance policy, the policyholder may be a natural or juristic person:

- A natural person is defined as being a human being, as opposed to a registered company or business.
- A juristic person is a registered entity and could be noted as one of the following examples of companies:
  - Non-profit company
  - Close Corporation (CC)
  - Public (Ltd) or Private (Pty Ltd) company
  - Trust
  - Personal Liability Company (Inc)

To ensure uniformity when interpreting the terms and conditions of the policy, where reference is made to the policyholder, this term will refer to the natural person or juristic person who is noted on the Coversheet and pays a premium to enjoy cover under this policy. The terms and conditions of the policy are extended to anyone else covered under this policy and need to be adhered to by such persons, including anyone who may act on behalf of the policyholder.

**Policy year** The first policy year is defined as policy inception date to first policy anniversary date and subsequent policy years are defined as one policy anniversary to the subsequent policy anniversary.

**Cyber Loss** Any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with

any Cyber Act or Cyber Incident including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber Incident.

**Cyber Act** An unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.

**Cyber Incident** Any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.

**Computer System** Any computer, hardware, software, communications system, electronic device (including, but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller including any similar system or any configuration of the aforementioned and including any associated input, output, data storage device, networking equipment or back up facility owned or operated by the Insured or any other party.

**Data** Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

**Data Processing Media** Information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a Computer System.

## BUSINESS INSURANCE POLICY SOLUTION

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The general terms and conditions in this section apply to all aspects of the policy.

### WHEN WILL COVER START?

- The policyholder and MiWay need to agree on the risk(s) to be insured, insured value, type of cover, terms, conditions and exclusions start date, premium and collection dates.
- The cover will start when the policy starts. The policy will only start on the agreed start date on condition that the first premium is received by MiWay.
- The policyholder must ensure that all the information supplied to MiWay is correct and complete as any incorrect information may affect the validity of the contract or prejudice any claim under this policy.

### Changes

- Any change which the policyholder makes will be effective from the time and date agreed upon.
- If MiWay makes any changes, the policyholder will be notified 31 days before the time. MiWay may give notice either orally, by email, SMS, WhatsApp, fax or post to the email address, cellular number, physical address or postal address noted on the Coversheet.

### WHEN WILL COVER END?

#### Cancellation

- The policyholder may cancel the policy at any time with immediate effect.
- MiWay may cancel the policy by giving 31 days' written notice to the address noted on the Coversheet.
- MiWay will cancel the policy with immediate effect should the policyholder, anyone covered under the policy or anyone acting on the policyholder's behalf fail to comply with MiWay's reasonable instructions or requests, commit fraud on a claim or be found to be dishonest in relation to a claim.
- If the monthly premium is not received by MiWay for 3 months in a row, the policy will cancel automatically from midnight on the last day for which premium was actually received.
- If the weekly premium is not received by MiWay for 3 weeks in a row, MiWay reserves the right to cancel the policy from midnight on the last day for which premium was actually received.
- The policy will automatically cancel if the annual premium is not paid on the collection date or on the date after the grace period has lapsed.



## Refunds in the event of cancellation

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 BE PAID TO ENSURE COVER?

- The premium, which is noted on the Coversheet, is due and must be paid in advance weekly, monthly or annually, depending on the period of insurance. The period of insurance is specified on the Coversheet and runs from the preferred collection date noted on the Coversheet. The period of insurance will not change even if MiWay collects the premium on a different date.
- MiWay will attempt to collect the premium from the bank account supplied to them. Should the collection date fall on a public holiday or Sunday the premium will be collected on the working day before or on the first working day thereafter.  
*Scenario: Should the preferred collection date during December fall between the 25<sup>th</sup> of December and the 1<sup>st</sup> of January, MiWay will attempt to collect the premium before the 25<sup>th</sup>.*
- MiWay may, should the premium be unpaid for any reason, attempt to collect the premium for the next period of insurance before the preferred collection date in order to ensure payment.  
*Scenario: If this is a monthly policy and the preferred collection date is on the 27<sup>th</sup> of the month, the cover will be from the 27<sup>th</sup> until midnight of the 26<sup>th</sup> of the next month. If it happens that MiWay deducted the premium on a different date, say on the 21<sup>st</sup> of December, the cover period will not change due to the early collection. The policyholder will have cover from the preferred collection date, the 27<sup>th</sup> of December until midnight on the day before the next collection date, thus 26<sup>th</sup> of January.*

## Premium payment not received

- If MiWay does not receive the premium on the collection date, the policyholder will not have any cover for the period for which premium was not paid.
- The policyholder will have 15 days' grace (applicable from the second month of cover onwards) from the collection date for policies paid monthly, to make arrangements for premium to be collected from the chosen bank account. In the case that non-payment was as a result of a deliberate act by the policyholder, it is the policyholder's sole responsibility to contact MiWay and make arrangements for premium to be collected as MiWay will not automatically attempt to collect the premium.
- The policyholder will have 7 days' grace (applicable from the second premium payment of cover onwards) from the collection date for weekly payments, to make arrangements for premium to be collected from the chosen bank account. In the case that non-payment was as a result of a deliberate act by the policyholder, it is the policyholder's sole responsibility to contact MiWay and make arrangements for premium to be collected as MiWay will not automatically attempt to collect the premium. The premium will be collected on the same debit order date in the week following the missed premium. If only one premium is collected it will be assumed to be the resubmission for the previous week.
- During the grace period the policyholder will still be entitled to the benefits on the policy, provided the unpaid premium is paid within the grace period provided.

## WHAT MUST YOU DO?

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

- pay premiums and keep MiWay informed of any changes to the banking details where the premium must be collected from
- ensure that the policyholder, anyone acting on its behalf or anyone covered under the 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 given to them
- take all reasonable steps to prevent or minimise foreseen loss, damage, death, injury or liability  
*Scenario: If the speed the driver was travelling at the time of an accident was over the posted speed limit for the road the driver was travelling on, MiWay may not pay the claim.*  
*Scenario: If the driver continues to drive the vehicle after an impact while being alerted by warning lights in the vehicle which results in further damage to the engine, the policyholder may be covered for the initial damage caused by the impact, however, the policyholder will not be covered for the damage caused to the engine as a result of the driver driving the vehicle after the incident.*  
*Scenario: should a tanker overturn but none of the load has spilled out, the load should be removed from the tanker before upliftment of the tanker to prevent a loss.*
- not admit any fault, nor make any settlement offer without MiWay's written agreement  
*Scenario: If you are involved in an accident you must not agree to pay for the other party's damages as your offer may negatively affect MiWay's processes of settlement or recovery.*
- follow or act on all MiWay's reasonable instructions and/or requests



**Scenario:** In the event that MiWay asks you to complete any document to enable MiWay to validate a claim, you need to do so within the reasonable time set by MiWay.

- allow MiWay first to assess any damage and get MiWay's consent before starting with any repairs or vehicle recovery, unless emergency repair costs have specifically been included for the vehicle or equipment covered and is noted on the Coversheet.
- Should the policyholder not allow MiWay the right to assess damage and appoint a repairer of MiWay's choice before repairs are carried out, MiWay may not be able to determine the true cost of damage which could lead to the policyholder forfeiting the right to claim
- inform MiWay immediately of any changes to any information noted on the Coversheet, which include but are not limited to:
  - ▶ the address where the insured items are usually kept  
**Scenario:** If you move from a security office park to a freestanding office you 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.  
**Scenario:** If the business moves from Pretoria to Cape Town without telling MiWay the policyholder will be paying the wrong premium as the risk factors between the two areas may differ. The security at the new address could also be different.
  - ▶ circumstances that may affect acceptance of cover, terms and conditions or premium charged  
**Scenario:** If your premium is calculated on the basis that you have a tracking device in your vehicle and you cancel the contract with the tracking company, you need to inform MiWay as this could affect the outcome of future claims.

### Important Time Limits

MiWay will only pay a valid claim if the policyholder:

- reports the claim or any incident that may lead to a claim, even if the policyholder does not wish to claim, to MiWay as soon as possible, but not later than 30 days after the incident  
**Scenario:** If you have been involved in an accident, but there is no damage to the insured vehicle you must still report the incident as the other party may decide to claim from your insurance.
- reports the incident immediately or as soon as reasonably possible after becoming aware of the incident to the police. Any lost items, loss or damage caused by theft, attempted theft, hijacking, attempted hijacking, fire, intentional act or a collision (if required by law) must be reported to the police
- sends a summons from a third party through to MiWay within 10 days after receiving it. MiWay will not be responsible for any legal costs, interest or additional damages where the third party obtained judgment due to the policyholder's delay
- gives MiWay any documents that were received in connection with any claim against the policyholder, within 10 days after receiving it  
**Scenario:** If you receive a letter of demand from another party you must forward the letter to MiWay within 10 days for them to attend to the matter.
- gives MiWay all the information and documentation, including any contracts relating to goods being transported, which MiWay may ask for, within a reasonable time period decided on by MiWay
- starts with the repairs or replaces any item(s) claimed for within 6 months from the date that the claim was authorised and instruction regarding repairs/ replacement was given by MiWay.

## WHAT MUST YOU REMEMBER?

### Territorial Limits

The policyholder is covered within the borders of the Republic of South Africa.

- ✘ Loss suffered or damage caused whilst travelling or conducting business in territories outside of the Republic of South Africa is not covered unless specifically selected and noted on the Coversheet. These territories include:
  - ◆ Neighbouring Countries — Botswana, Lesotho, Mozambique, Namibia, Eswatini, Zimbabwe
  - ◆ Extended Territories — DRC (all areas south of and including Lubumbashi), Kenya, Malawi, Tanzania, Uganda, Zambia

### Misrepresentation, Misdescription or Non-disclosure

If the policyholder or anyone acting on its behalf misrepresents, incorrectly describes or fails to tell MiWay of any important facts or circumstances relating to this policy, the policy may be cancelled or invalidated from the start date and any claim under this policy will not be paid.

### Deliberate or Fraudulent Acts

- MiWay will not pay for a claim when the policyholder, its member or employee, anybody who acts on its behalf or anyone covered under this policy deliberately caused the loss, damage or injury.
- If the policyholder, its members or employee, anyone acting on its behalf or anyone covered under this policy submits a claim or any information or documentation relating to any claim, which is in any way fraudulent, dishonest or inflated, none of the benefits under this policy in respect of such a claim will be



paid. MiWay will reject the whole claim and none of the premiums paid that have been received by MiWay will be refunded. MiWay will cancel the 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 you were dishonest on a previous claim, the previous claim will be rejected and the policy will be cancelled from the previous reported incident date.*

### Dual Insurance

If the policyholder or the owner of the item in the case where the item is leased has any other insurance policies insuring the same item for the same cover, the policyholder will be paid proportionately on a valid claim. The policyholder will still be liable to pay the full excess applicable on the claim and no premium refund will be due. This is not applicable to Business Personal Accident.

### Proof of Ownership and Value

MiWay may, when reasonable, ask for proof of ownership or proof of leasehold and the value of the items claimed for to be provided. The policyholder's failure to provide such proof may lead to either the rejection of the entire claim (refer to *Deliberate or Fraudulent Acts* clause), the item being excluded from the claim or the pay-out on the item being limited. Damaged items must be made available for inspection in order for MiWay to determine the extent and nature of the damage.

### MiWay may act on your Rights

- When the policyholder submits a claim, MiWay may act on its rights or obligations against other people or entities to recover costs or to defend any possible claim against the insured. MiWay will act on the version provided by the policyholder during claim stage. If at any stage it is found that the 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 the policyholder.
- The policyholder may not institute and/or proceed with any negotiation, litigation or action to recover any excess payment or act in any way that may prejudice MiWay's rights and or interests under this policy or negatively influence any claims that MiWay might have against the third party.

*Scenario: If you were involved in an accident that was not your fault, MiWay will automatically try to recover your excess and the money that MiWay paid in settlement of your claim from the third party. If you made a personal arrangement in the meantime with the other party to recover your excess and by doing that prejudiced MiWay's rights to recover their costs, you will be liable towards MiWay with regards to the prejudice MiWay suffered as a result of your actions.*

- MiWay may take and/or keep possession of any damaged goods following a claimable event and salvage these goods in any reasonable manner. MiWay must be notified immediately should any mitigating factors arise relating to these goods. The policyholder or anyone covered under this policy shall do nothing to prejudice MiWay's rights of subrogation. Once the claim has been finalised, MiWay shall be entitled to any property recovered.

### Permission to Process Personal Information

MiWay does not and will not transfer, process or provide personal information for independent unauthorised use to or by third parties. MiWay may, however, share personal information with other insurers and MiWay business partners if that information is required to provide the product or service the policyholder has requested. However, MiWay business partners will adhere to using the 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:

- When a 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 has a legitimate interest to do so;
- When MiWay has the authorisation from the policyholder 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.

- The policyholder hereby gives consent to MiWay to:
  - ▶ retain, process and verify information against reputable and secure database sources and provide to any other insurance company, any insurance information the policyholder or anyone on its behalf or anyone covered under this policy has given MiWay regarding any insurance policy or claim made or lodged by the policyholder, anyone acting on its behalf or anyone covered under this policy.
  - ▶ retain and/or share the policyholder's information for research and statistical purposes.
  - ▶ process my information for the purposes of determining premium, excess and any other risk related matter relating to this policy.



- ▶ use any available information, in order to assist MiWay in validating a claim, that is derived from the:
  - insured vehicle's tracking device, internal computer, dashcam, the MiWay App and/or any additional security devices installed
  - insured premises CCTV footage, entry logging systems and/or any additional security devices installed
- ▶ MiWay will retain the information for the prescribed period of 5 years, or for so long as required or entitled by law, after termination of the policy, after which MiWay will de-identify (where the information can no longer be used to identify the policyholder) the information.
- This permission clause will remain in force even after the policy has been terminated for whatever reason, and for the duration that the de-identified information is retained by MiWay.

### Applicable Law

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

### Sets and Pairs

Where an item forms part of a set or pair, the remaining item becomes the property of MiWay should the set or pair be replaced.

### WHAT IS NOT COVERED?

- \* Any claim for loss, damage, death, injury, liability, cost or expense of whatsoever nature resulting from or in any way connected with the following circumstances, events, or occurrences:
  - ◆ Electricity Grid Failure, whether declared by the authorities or government or not, refers to a partial or complete regional, municipal (local, district or metro), provincial or national interruption or suspension of the supply of electricity or reinstatement thereof, in any form and/or for any reason.
    - This exclusion does not apply to power surge incidents due to load shedding which remains covered following scheduled load shedding of up to a total of 12 consecutive hours, as long as power surge is noted on my Coversheet as covered. Load shedding is defined as a scheduled electricity supply interruption enforced by any party other than the insured, carried out in phases, which doesn't affect the entire municipality, region, province, or the country at substantially the same time.
  - ◆ Riots, strikes, war or war-like acts
  - ◆ Invasion, acts of foreign enemies, hostilities, or war-like operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion or uprising, military or usurped power; or
  - ◆ Any act of terrorism, meaning an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organisation(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear; or
  - ◆ Any action taken in controlling, preventing or suppressing any of the above.

The burden of proving that the above exclusion/provision does not apply to a claim shall be upon the policyholder

  - ◆ labour disturbances or public disorder
  - ◆ pollution, contamination, radioactive or nuclear material and any associated rehabilitation as a result thereof
  - ◆ any chemical, biological, biochemical, or electromagnetic weapon
  - ◆ any cause that was not sudden and unforeseen
  - ◆ gradual deterioration, including rising damp, wear and tear, rust, mildew or fading
  - ◆ servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration
  - ◆ moth or vermin
  - ◆ the policyholder, any of its members, employees or any person covered under the policy being under the influence of alcohol, drugs or narcotics
  - ◆ 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
  - ◆ leaving keys at an unsecure place and/or with an unknown person or persons with no regard and/or responsibility toward the insured item
- \* Not receiving payment after selling assets, including theft under false pretences. It is the policyholder's responsibility to ensure that valid and legal payment for the sale has been made by confirming with its bank that the funds are actually available to be withdrawn before handing over the item to the other person. Confirmation received via e-mail, the internet or SMS is not sufficient



- ✘ Property that has been legally confiscated
- ✘ Where any item is in the possession of another party who is selling it on the policyholder's behalf, this will include any pawned item
- ✘ Consequential loss or damage, that is any loss or damage not directly caused by an insured peril unless specifically noted
  - Scenario: The depreciation of the value of a vehicle as a result of any damage sustained to it, is not covered.*
  - Scenario: The loss of use of a vehicle following an accident is not automatically covered; you would need to take the Car and Truck Hire option which will provide you with a hired vehicle as a means of alternate transport whilst the vehicle is being repaired.*
  - Scenario: should a road be closed due to a clean-up operation and a road user is unable to attend a concert for which they had tickets, they may not claim the cost of the tickets.*
- ✘ Loss or damage caused intentionally by:
  - ◆ the policyholder
  - ◆ any person covered under this policy
  - ◆ any of the policyholder's members
  - ◆ anyone acting with the knowledge or consent of the above noted
  - ◆ anyone with authorised access to the premises or the insured risks noted on your Coversheet*Scenario: should a claim occur as a result of a wilful action, not as a result of a sudden or unforeseen event. Such as, dumping product into the environment*
- ✘ Cover given by legislation or other insurance contracts
- ✘ Liability which is covered by:
  - ◆ any compulsory motor-vehicle insurance Act, the Occupational Health and Safety Act and or the Compensation for Occupational Injury and Diseases Act This exclusion will apply whether or not such legislation is in effect or the institution entrusted with the responsibility to administer such claims is for any reason whatsoever unable to pay such claims
  - ◆ any other Insurance or MiWay contract
- ✘ any liability arising out of, in connection with or in any way involving, regardless of any other cause or event, contributing concurrently or in any other sequence thereto or whether actual or perceived, any fear or threat thereof, any of the following:
  - ◆ Coronavirus (COVID-19) including any mutation or variation thereof; or
  - ◆ Pandemic or epidemic, declared as such by the World Health Organization or any governmental authority.
- ✘ Liability where the incident occurred outside the Republic of South Africa
- ✘ Contractual liability – Where the policyholder has breached any contract or has accepted liability under an agreement unless MiWay would have been liable even if the agreement did not exist
- ✘ Any Cyber Act or Cyber incident exclusions:
  - ◆ Any loss, damage, costs or expense directly or indirectly caused by or contributed to by, resulting from, arising from or in connection with Cyber Act or Cyber incidents or any action taken in controlling, preventing, suppressing or remediating any Cyber Act or Cyber incidents regardless of any other cause or event contributing together with any other sequence of events.
  - ◆ Any loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any Data or Data Processing Media as may be owned or operated by the policyholder, including any amount pertaining to the value of such Data, is not payable under this policy, nor shall it be considered to be loss or damage for the purposes of the insuring clause.
  - ◆ If MiWay alleges that by reason of the Cyber Act or Cyber incident exclusion, any loss, damage, liability, claim, cost, expense is not covered by this policy, the burden of proving the contrary will fall on the policyholder.
- ✘ Cybercrime – this includes, but is not limited to, financial loss caused by or as a result of fraudulent input, modification, disruption, deletion or damage of data in any computer system in the form of:
  - ✘ money taken or removed from any bank account
  - ✘ property or financial benefits being transferred
  - ✘ falsified information relating to credit arrangements
  - ✘ fraudulent use of credit or debit cards
  - ✘ reputational damage caused by social media posts
  - ✘ any loss or damage to any items covered under this policy resulting from acts of hacking computer systems
  - ✘ any extortion and ransomware attacks
  - ✘ data disclosure due to a breach in data security
  - ✘ loss of business income



- ✘ any regulatory fines and penalties
- ✘ theft of funds by electronic means
- ✘ Cyber Liability – where the policyholder is being held liable for damages or for the legal costs arising from a claim made against the policyholder as a result of:
  - ✘ the policyholder or its service provider failing to secure or prevent unauthorised access to the publication of data
  - ✘ the policyholder transmitting or failing to prevent or restrict the transmission of a computer virus or hacking attack
  - ✘ reputational damage caused or the infringement of intellectual property rights based on the content of the policyholder’s website, online promotional marketing or any other data that is processed by the policyholder’s computer system
  - ✘ data breach expenses
  - ✘ reputational damage caused by social media posts
  - ✘ any loss or damage to any items covered under this policy resulting from acts of hacking computer systems.
  - ✘ fraudulent input, modification, disruption, deletion or damage of data in any computer system that results in:
    - ◆ money taken or removed from any bank account
    - ◆ property or financial benefits being transferred
    - ◆ falsified credit arrangements or defaulting on credit arrangements
    - ◆ fraudulent use of credit or debit cards
    - ◆ any extortion and ransomware attacks
    - ◆ data disclosure due to a breach in data security
    - ◆ loss of business income
    - ◆ any regulatory fines and penalties
    - ◆ theft of funds by electronic means

## HOW DO YOU CLAIM?

The claim must be submitted within the required period by calling the claims department on 0860 646464.

## WHAT MUST BE PAID WHEN CLAIMING?

- In the event of a valid claim in terms of this policy, whether the incident was the policyholder’s fault or not, the policyholder must pay the excess as well as any applicable additional excesses as noted on the Coversheet. The excess is the first amount payable by the policyholder on any valid claim.
- The excess payable is non-refundable and the recovery thereof, in cases where the incident was not the policyholder’s fault, is not guaranteed.  
*Scenario: If your claimed amount (i.e. R13 000) is less than the excess payable (i.e. R14 000) on the claim, MiWay will not pay the claim as the damage (i.e. R13 000) falls within the excess. You will have to pay for the damage (R13 000) yourself.*
- Excesses are not applicable to liability claims. A deductible as explained in detail under the Liability Insurance section, is payable on the registration of a liability claim.

## HOW MAY MIWAY INDEMNIFY YOU?

- In the event of a valid claim, MiWay has the option to pay cash, replace, repair or restore through a supplier or repairer of MiWay's choice or any combination thereof.
- If any item claimed for is financed, MiWay will pay the finance house first.
- Where a claim is settled for loss or damage to an insured item, and the item is considered uneconomical to repair, including whether or not it forms part of a pair, a set, a collection or a consignment these items become MiWay's property.
- If parts are not available and this delays the repair process, the policyholder will not be indemnified by MiWay for the inconvenience it causes or the money lost or for the liability that may be incurred because of the delay unless the loss of income is specifically covered under **Business Interruption**.

## HOW DO YOU COMPLAIN?

- If the policyholder is **not satisfied with anything concerning the insurance policy** with MiWay, a complaint may be lodged with the internal complaints department by sending an e-mail to [complaints@miway.co.za](mailto:complaints@miway.co.za) or by calling the MiWay call centre on 0860 646464. A request may be made to speak to a manager.

If the policyholder does not agree with the feedback provided by the internal complaints department/manager, then the policyholder must refer the complaint to the Dispute Resolutions Department by sending an e-mail to [disputes@miway.co.za](mailto:disputes@miway.co.za).

- If the policyholder is **not satisfied with the outcome of the claim**, an objection with reasons may be raised in writing to MiWay within 90 days from the day that the first written notification of the outcome of the claim was received.

The objection must be addressed to Disputes 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 the policyholder has raised an objection, another 6 months are available within which to sue MiWay. If the policyholder does not sue (serve summons) within this period, the right to challenge the decision will fall away forever.

- Should the policyholder's complaint still not be resolved by the Dispute Resolutions Department, the Ombudsman for Short-term Insurance may be approached 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 the policyholder's 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 the complaint and is dealing therewith.

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

## SASRIA

This cover is provided by Sasria SOC Limited and is applicable if noted on the Coversheet as included.

### WHAT IS COVERED UNDER SASRIA?

- ✓ The policyholder is automatically covered in the Republic of South Africa for loss or damage to Property caused by:
  - ▶ Any riot, strike or public disorder or any act or activity which is calculated or directed to bring about a riot, strike or public disorder;
  - ▶ Any act (whether on behalf of any organization, 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 attempt to perform any act referred to above;
  - ▶ The act of any lawfully established authority in controlling, preventing, suppressing or, in any other way, dealing with any act or attempted act referred to above;
  - ▶ Looting committed as part of the acts of riots (political and non-political); strikes (legal and illegal); public disorder; civil commotion; labour disturbance; xenophobia or Afrophobia acts.

### WHAT IS NOT COVERED UNDER SASRIA?

- ✗ Consequential loss or consequential damage or loss or damage caused or contributed to by:
  - ◆ looting and theft, unless caused by any of the covered events mentioned above
  - ◆ the insured property being dispossessed or confiscated by any lawfully established authority
  - ◆ the stopping or deliberate slowing down of work
  - ◆ any act of terrorism involving:
    - the threat of or actual use of any nuclear weapon or device
    - the threat of or actual use or release of any chemical or biological agent

If Sasria does not pay the claim, it is up to the policyholder to prove that the claim is valid. All events which may give rise to a claim in terms of Sasria must be reported to the South African Police Services as soon as reasonably possible.



For a full description of Sasria cover and exclusions, please click on the following links:

[Sasria Motor Policy](#)

[Sasria Property Material Damage Policy](#)

[Sasria Business Interruption Policy](#)

## BUSINESS VEHICLES

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Business Vehicles cover:

- **Cars & Bakkies** – any passenger vehicle or light delivery vehicle (LDV) with a gross vehicle mass not exceeding 3500kg, that is registered in the Republic of South Africa which is specified on the Coversheet.
- **Vans & Trucks** – any medium and heavy sized commercial vehicle that is registered in the Republic of South Africa which is specified on the Coversheet.
- **Motorcycles** – any motorcycle that is registered in the Republic of South Africa which is specified on the Coversheet.

The vehicle insured is noted on the Coversheet.

- ▶ The overnight risk address where the vehicle is usually kept must be in the Republic of South Africa.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ betterment
  - ▶ depreciation
- The vehicle can be insured for one of the following values:
  - ▶ **Retail Value** (*this is the average value that is paid for the vehicle on a showroom floor should it be purchased from a dealer*)
  - ▶ **Market Value** (*the average between the vehicle's retail and trade values*)
  - ▶ **Trade Value** (*the average price that a motor dealer will pay you for the vehicle as per the Trans Union Dealers Guide, trade value is the lowest value*)
  - ▶ **Special Agreed Value** (*this only applies to vehicles for which MiWay at point of sale cannot determine a retail, market or trade value. In these cases a valuation must be sourced by an appropriate approved third party or be agreed to between MiWay and the policyholder and this should be adjusted by the policyholder on an annual basis*)
  - ▶ **Retail + 20% - agreed value applicable to heavy commercial vehicles** (*this value can be selected should the policyholder feel that based on the mileage and the condition of the vehicle, the value exceeds that of the retail value*)

Vehicle values are established by independent sources, including the TransUnion Auto Dealers Guide. In cases where MiWay cannot be provided with information on the specific vehicle, MiWay will determine a fair and reasonable value taking the age, mileage and condition of the vehicle and historic depreciation of similar vehicles into account. If the vehicle is either stolen, written-off or declared uneconomical to repair, the insured value, including the value of any specified non-standard factory fitted accessories at the time of loss, will be paid in the event of a valid claim. The vehicle will be considered uneconomical to repair when the extent of the damage is of such that it does not make financial sense to repair it, taking into consideration the repair costs and insured value of the vehicle.

### The Use of the Vehicle

- The use describes what the vehicle is used for on a daily basis during a monthly period.
- The Coversheet reflects the use that has been chosen by the policyholder. It is vital that all vehicles are insured for the correct noted use in order to have cover.

**Scenario:** *If a vehicle is utilised for business purposes, the vehicle is on the road more often than if it is only used for private purposes. The chance of it being hi-jacked or involved in an accident is therefore much greater. The premium for a vehicle being used for business purposes is higher compared to the same vehicle being used only for private purposes. If the vehicle is insured for the incorrect use there will not be any cover for the vehicle in the event of a claim as the premium paid will be incorrect.*

- ✘ Loss or damage whilst conducting business at night is not covered unless specifically selected and noted on the Coversheet.



- **Cars & Bakkies and Motorcycles**

The Vehicle can be insured for either private use or business use during the day. A different night time use can be specified should the vehicle be utilised for different purposes during the day than at night.

The applicable uses are:

- ▶ Private Use when the vehicle is used for private and social purposes, including driving between residential address and the regular place of work.
- ▶ Business Use when the vehicle forms an essential part of the performance of any work or occupational function. It automatically includes private use.
- ▶ Business Use – Rank Taxi, when the vehicle is used for carrying fare paying passengers to and from an undetermined location and is not fitted with an electronic taxi meter or does not utilise a mobile device application.
- ▶ Business Use – Meter Taxi/Uber/Bolt, when the vehicle is used as a taxi service and where the fare is determined by electronic taxi meter or by means of a mobile device application.
- ▶ Business Use – Shuttle Service, when the vehicle is used to transport fare paying passengers to and from a predetermined location or by a tour operator collecting passengers from a predetermined location.
- ▶ Emergency Response when the vehicle is used to respond to emergency scenes.
- ▶ Rental vehicle when the vehicle is rented out to customers including long-term leases or short-term rentals.

- **Vans & Trucks**

The vehicle is automatically insured for the business use and may therefore be used for private and business purposes during the day.

### **Territories where cover is effective**

- The vehicle is automatically covered for the type of use selected in the Republic of South Africa.
- Optional Add-on cover has to be purchased should the vehicle enter neighbouring countries or extended African territories as outlined under Territorial Limits for business or private use. Cover outside the Republic of South Africa is limited to own damage only and excludes any third party liability.
- In the event of a claimable incident outside the borders of the Republic of South Africa MiWay will pay for the recovery and repatriation of the vehicle up to the cover limit selected under the Towing & Recovery optional cover. If a vehicle is to be covered outside of the Republic of South Africa it is the policyholder's responsibility to ensure a sufficient cover limit is selected under Towing and Recovery to allow for the repatriation of the vehicle.

### **The Driver of the Vehicle**

- The Coversheet reflects the driver option chosen for the vehicle. The options are:
  - ▶ Single Regular Driver – a dedicated individual who drives the vehicle most often in any given monthly period. Other persons driving the vehicle legally and with the appropriate permission to do so may also drive the vehicle from time to time.  
*Scenario: If you are noted as the regular driver, the premium is based on your profile. If an employee who has recently been issued with a licence starts driving the vehicle more often than yourself and thus becomes the regular driver of the vehicle, you need to inform MiWay as the premium paid will be incorrect and you will not have cover on the vehicle in the event of a claim.*
  - ▶ Single Named Driver – a dedicated named individual who drives the vehicle. If this option is selected, only the named driver will be covered when driving this vehicle.
  - ▶ Multiple Named Drivers – up to five dedicated named individuals who drive the vehicle. If this option is selected, only the named drivers will be covered when driving this vehicle.
  - ▶ Pool Driver – more than five dedicated individuals drive the vehicle. Individual drivers need not be specified. Anyone is therefore allowed to drive the vehicle provided that they do so legally and adhere to the terms and conditions of this policy.  
*Scenario: If you have chosen to list a single regular driver on the vehicle but it is used by several people on a regular basis, you should have chosen either the Multiple Named Drivers option or the Pool Driver option instead. As the correct information was not provided to MiWay, the correct premium was not received and there will be no cover in the event of a claim.*  
*Scenario: If you have chosen the Single Regular driver option, anyone with a valid South African Driving licence is permitted to drive the vehicle, provided that the other person driving the vehicle does not do so more often than the noted driver. If there is more than one person who drives the vehicle equally, it is better to select the Multiple Named Drivers option, if the number of drivers is set or the Pool Driver option if the number of drivers is unknown. If the incorrect driver option is selected, you will have no cover.*
- MiWay must be notified immediately of driver changes.



## The Policyholder's Obligations

In order to have continuous cover and a valid claim, it is necessary to:

- Ensure that anyone driving any insured vehicle adheres to the terms and conditions of this policy  
*Scenario: If one of your employees drives the vehicle without a valid driving licence and is subsequently involved in an accident, there will be no cover.*
- Inform MiWay immediately if any of the following as noted on the Coversheet changes:
  - ▶ the address where the vehicle is kept during the day and/or night
  - ▶ the regular driver/s
  - ▶ the use of the vehicle

## Tracking & Telematics Devices

- Theft and hijack and/or accident cover is conditional upon the security/telematics devices, as declared by the policyholder or required by MiWay and noted on the Coversheet, being properly installed, paid for, maintained and used for the purpose for which they were designed.
- MiWay may require additional anti-theft or telematics devices in the vehicle, the details of which will be confirmed and will be noted on the Coversheet.
- It is the policyholder's obligation to ensure that:
  - ▶ the required devices are installed within the specified time period
  - ▶ the device, whether disclosed by the policyholder (or anyone acting on its behalf) or required by MiWay, is in a working order at all times
  - ▶ where a tracking device is installed in the vehicle that the tracking company is notified within one hour of becoming aware of the theft/hi-jacking of the vehicle or as soon as reasonably possible thereafter failing which there will be no cover for theft and hi-jack.  
*Scenario: If you are required to install a tracking device in the insured vehicle and you fail to install it; or you have a tracking device installed but you fail to pay the subscription to the tracking company; or you have a tracking device installed but you do not notify the tracking company within an hour of becoming aware of the theft of the vehicle, you will not have a valid claim in the event that the vehicle is stolen or hijacked.*

## WHAT IS COVERED UNDER BUSINESS VEHICLES?

The policyholder has the option to select the risks that the vehicle should be covered for and will only enjoy cover for those risks that have been selected. The policyholder will enjoy comprehensive cover where all the risks have been selected.

### The Risks

The risks selected and which you are covered for are noted as included on the Coversheet. The following risks are available for selection:

- ✓ **Accident and Intentional**  
Loss or damage caused
- ✓ **Theft & Hijack**  
Loss or damage caused by theft, hijacking, attempted theft or attempted hijacking
- ✓ **Fire & Explosion**  
Loss or damage caused by fire or explosion
- ✓ **Acts of Nature**  
Loss or damage caused by:
  - ▶ Acts of nature like lightning, wind, thunder, storm, hail, flood, snow or earthquake
    - ✗ excluding earthquake or earth tremor arising from any mining operations
- ✓ **Window Glass**
  - ✗ There is no cover if the vehicle is not comprehensively insured and the cause of the damage to glass is not covered
- ✓ **Liability to Other Parties**
  - ▶ The policyholder is covered for legal liability following a vehicle accident that causes damage to another party's property. This includes legal costs which someone else can claim from the policyholder and which MiWay agrees to pay in order to settle or defend a claim. The Coversheet states the maximum amount claimable per incident.
  - ▶ The accident must involve:
    - the insured vehicle or
    - any vehicle, motorcycle, trailer or a caravan being towed by the insured vehicle or a vehicle which is not on the policy, but which the policyholder, regular driver, any employee or person covered under this policy legally drove for business purposes as long as he/she did not hire it, does not own it or have it under a hire, lease or credit agreement.



- ▶ What is **not covered** under Liability to Other Parties?
  - ✘ Liability for death, bodily injury and/or emotional shock. Liability for death and bodily injury is covered by the Road Accident Fund resulting from vehicle accidents within the Republic of South Africa only.
  - ✘ Liability for loss of or damage to:
    - ◆ the property of the policyholder or any of the policyholder's members, employees, drivers, or any person that has the authorisation from the afore-mentioned to drive the vehicle
    - ◆ any object being towed by the insured vehicle
    - ◆ the insured vehicle
    - ◆ property caused by Tools of Trade
  - ✘ Liability where the insured vehicle claim was rejected  
*Scenario: If your claim is rejected for your own damage and you have caused damages to another party's property, the other party's damages will also not be paid.*

## ADDITIONAL COVER

In the event of a valid claim for the vehicle itself, the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ Towing and Recovery
  - ▶ Reasonable towing and storage costs to tow and store the vehicle at the nearest repairer.
  - ▶ Wreckage removal in the case that the insured vehicle needs to be recovered from a site before it can be towed on condition that the services of a MiWay approved towing operator was used.
  - ▶ The amount stated on the Coversheet is the annual cover limit per policy year for that specific vehicle. Every vehicle covered under this policy has its own annual cover limit. Trailers should be covered separately on the policy to be covered for the towing and recovery of the trailer as it is not covered under this vehicle specific cover.
  - ▶ Additional cover can be purchased to increase the limit.
- ✓ Emergency medical costs for the maximum amount as stated on the Coversheet for any passenger, who is lawfully in/on the vehicle with the permission of the Policyholder, injured as a result of the insured event.
- ✓ Emergency repairs prior to registering a claim
  - ▶ Emergency repairs following an incident for which you can claim
    - ✘ If the emergency or temporary repairs aggravate the loss or cause additional damage, any additional costs incurred as a result will not be covered
- ✓ Locks and Keys
  - ▶ The replacement fees for lost keys and remotes as well as the replacement of locks and reprogramming of the associated vehicle systems.
  - ▶ The amount stated on the Coversheet is the maximum amount that MiWay will pay in the event of a valid claim.
  - ▶ Additional cover can be purchased to increase the cover amount.

## OPTIONAL ADD-ON COVER

The following is only covered up to the amount stated if selected and noted as included on the Coversheet together with the appropriate premium payable:

### Vehicle Sound Equipment, Body Alterations and Other Accessories

- Loss of or damage to:
  - ▶ non-standard vehicle sound equipment
  - ▶ non-standard fitted accessories
  - ▶ body alterations
  - ▶ tools of Trade, which are defined as being permanent mechanical fixtures to the vehicle that are required to fulfil essential functions that form part the business' activities, such as a crane, drill or lift. In order for liability to other parties to be covered for loss or damage caused by Tools of Trade, the appropriate Public Liability cover must have been purchased under the Liability section of this policy.

*Scenario: Should the vehicle be fitted with a lift to lower palettes, the lift will only be covered if it is specified on the Coversheet.*

### Car, Van and Truck Hire

- Following an incident for which you have had a valid claim, MiWay will facilitate the provision of a hired vehicle for the insured, where the insured vehicle:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked



- You will need to pay:
  - ▶ the security deposit, running costs, including any additional mileage which will be charged for by the rental company as well as the collection and delivery fees
  - ▶ the excess in the event of a claim for loss of or damage to the hired vehicle
- The hired vehicle is available for the maximum period selected or until the claim is finalised if it is within the selected period, whichever date is the earliest. If the insured vehicle is still drivable following an incident, the hired vehicle is available from the date that the vehicle is dropped off at the repairer. The Coversheet reflects the relevant period as well as the rental vehicle type chosen.

### Vehicle Loss of Use

- Following an incident for which you have a valid claim, MiWay will pay you an amount per day, where the vehicle:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked
- The daily rate and number of days selected is noted on the Coversheet.
- MiWay will pay for the daily loss of use from the date that the vehicle is booked in at the repairer or in the case where the vehicle is not drivable or stolen, from the date of the incident up until the following, whichever happens first:
  - ▶ the vehicle is repaired and ready for collection
  - ▶ the number of days chosen has been reached
  - ▶ the claim is finalised (in the case of total loss)

*Scenario: In the event that you have modified your truck by installing a cooling unit, a similar replacement vehicle will be difficult to source while your truck is being repaired. To avoid financial loss whilst your truck is being repaired, should the loss of use option have been chosen, MiWay will compensate you based on the value and period that you chose by means of a lump sum payment.*

### Credit Shortfall

- The Finance house will be paid, in the event of a valid claim, the shortfall when the amount owed in terms of a finance agreement (as defined in the National Credit Act) with a finance company exceeds the insured value unless there is an outstanding balloon or residual payment of more than 50% of the purchase price of the vehicle.
- The vehicle must:
  - ▶ be uneconomical to repair
  - ▶ have been stolen or hijacked and not recovered
- What is **not covered** under Credit Shortfall?
  - ✗ The excess of the vehicle claim
  - ✗ Arrear instalments due and interest on them
  - ✗ Any early settlement penalties
  - ✗ Additional finance charges
  - ✗ Any refundable amounts added to the finance agreement over and above the purchase price of the vehicle
  - ✗ Insurance premiums, motor warranties and maintenance programmes, which must be refunded to you by the company that administers the policy or warranty
  - ✗ Any amount noted on the finance agreement for service and/or delivery
  - ✗ The credit shortfall on vehicle sound equipment, body alterations or non-standard vehicle accessories which are not specified on the Coversheet and which form part of the finance agreement

### Roadside Assistance

- Roadside assistance is covered up to the amount stated on the Coversheet, which is the annual cover limit per policy year for that specific vehicle. Every vehicle covered under this policy has its own annual cover limit. Trailers should be covered separately on the policy to be covered for roadside assistance as it is not covered under this vehicle specific cover.
- Additional cover can be purchased to increase the limit.
  - ✗ There is no Roadside Assistance cover outside the borders of the Republic of South Africa
  - ✗ Towing costs following a mechanical breakdown are not covered for vehicles with a GVM over 3500kgs. this can be covered separately under Mechanical Breakdown Tow.

### Mechanical Breakdown Tow

- Reasonable towing costs to tow the vehicle to the nearest repairer following a mechanical breakdown or electrical fault within the Republic of South Africa.



- The amount stated on the Coversheet is the annual cover limit per policy year for that specific vehicle. Every vehicle covered under this policy has its own annual cover limit and incident limit.
- The tow must be arranged through the MiHelp call centre.
- Additional cover can be purchased to increase the limit. The limit can only be amended at the policy renewal.
- What is **not covered** under Mechanical Breakdown Tow?
  - ✘ Trailers should be covered separately on the policy to be covered for the towing of the trailer as it is not covered under this vehicle specific cover.
  - ✘ Mechanical breakdown tows as a result of vehicles not being serviced according to the manufacturer's instructions are not covered.

### Deposit Cover

- This cover allows the policyholder to insure a deposit amount to the value of 10% of the vehicle's value at the time of loss.
- The vehicle must:
  - ▶ be uneconomical to repair
  - ▶ have been stolen or hijacked and not recovered

### Cover in Neighbouring Countries

Cover against loss or damage in neighbouring countries can be purchased. Restrictions applicable to cover outside of the Republic of South Africa is discussed under **Territories where cover is effective**.

### Cover in Extended Territories

Cover in Extended Territories is only available if Cover in Neighbouring Countries is selected and can be purchased should cover against loss or damage in the listed territories outside the Republic of South Africa be required. Restrictions applicable to cover outside of the Republic of South Africa is discussed under **Territories where cover is effective**.

### Passenger Accident Cover

- Passenger Accident cover refers to compensation payable to:
  - ▶ the fare paying passengers of a taxi or bus service
  - ▶ the passengers of a shuttle service or a tour operator collecting passengers from a predetermined location
  - ▶ patients transported by an ambulance or paramedic service

Compensation is payable, in the event of a valid claim, for medical expenses incurred or for death as a result of an accident involving the insured vehicle.
- Insured Value
  - ▶ The Coversheet reflects the amount for which each fare paying passenger is covered, which is the maximum lump sum amount that will be paid. In the event of the death of a passenger, the full amount is payable. In the event of a passenger being injured, the medical expenses incurred will be paid up to the amount reflected on the Coversheet.
- Passengers must be able to prove medical expenses incurred in order to enjoy cover.
- What is **not covered** under Passenger Accident Cover?
  - ✘ Accidental death and or injury caused by or as a result of:
    - ✘ overloading of the vehicle
    - ✘ any existing physical defect or infirmity of the passenger
    - ✘ the insanity or irresponsible behaviour of the passenger
    - ✘ provoking assault, breaking the law or disturbing the peace
    - ✘ using chemical substances
    - ✘ being under the influence of alcohol or drugs
    - ✘ an accident where the passenger is travelling in or driving a vehicle:
      - ◆ whilst participating in a race or competition
      - ◆ which is being towed
  - ✘ Emotional shock
  - ✘ Any incident occurring outside the Republic of South Africa
  - ✘ Medical expenses, death or injury to employees

### Passenger Liability

- The option is only available for vehicles that are used for:



- ▶ Transporting fare paying passengers of a taxi or bus service
- ▶ Transporting passengers of a shuttle service or a tour operator collecting passengers from a predetermined location
- ▶ Patients being transported by an ambulance or paramedic service

All claims have to be registered with the Road Accident Fund (RAF), and only following finalisation of the RAF claim, will any cover in terms of this policy be considered up to the amount stated on the Coversheet.

- ✘ There is no cover for:
  - ◆ Damage or injury to the driver of the vehicle, the policyholder, its employees, its members or members of their households
  - ◆ Damage or injury to passengers in a vehicle or trailer that is being towed or are in a compartment of the vehicle not designed by the manufacturer to carry passengers
- ✘ Liability covered by any compulsory motor vehicle insurance Act, the Road Accident Fund Act, the Occupational Health and Safety Act, the Compensation for Occupational Injuries and Diseases Act and any other insurance contract. This exclusion will apply whether or not such legislation is in effect or the institution entrusted with the responsibility to administer such claims is for any reason whatsoever unable to pay such claims
  - ◆ any incident occurring outside the Republic of South Africa

### **Driver or Passenger Belongings**

Driver or fare-paying Passenger belongings can be insured for loss or damage following a valid claim involving the vehicle on cover. Such items will only be covered if they are not more specifically insured under another policy.

### **Loss of Fuel**

Covers the loss of fuel following a valid vehicle accident claim.

### **Environmental Transport Liability**

Cover for the costs and expenses reasonably incurred by the policyholder, and for which the policyholder is legally liable to pay resulting from an Environmental Incident that occurred on or after the inception date. Please refer to the attached Environmental Transport Liability Annexure attached hereto for the terms and conditions applicable to this cover.

### **Side Tank Spill**

Covers the Costs and Expenses reasonably incurred by the policyholder and for which the policyholder is legally liable to pay in terms of any Law, in respect of an Environmental Incident, that occurred on or after the inception date, arising from a direct consequence of the leakage or loss of fuel from the vehicle's own fuel tank (which is used to propel the vehicle) and not in respect the load of any of the policyholder's vehicles noted on your Coversheet. This cover is only applicable to vehicles with a gross vehicle mass above 9000kg.

- This cover works on a "claims made" basis. This means that claims must be made against the policyholder during the period of insurance and arising from circumstances that occurred on and/or after the inception date of this add on cover.

Wherever the following words or phrases appear under Side Tank Spill cover, they will have the following meanings:

**Clean-up:** The deactivation, removal, neutralisation, nullification and/or remediation of soil, surface water, groundwater, or any other pollution or contamination resulting from an Environmental Incident.

**Costs and Expenses:** Costs, charges and expenses incurred by MiWay or the policyholder or the Covered Party with MiWay's consent, includes:

- Clean-up;
- Rehabilitation;
- The investigation and/or monitoring costs, containment and/or maintenance costs and all legal costs associated therewith including reasonable and necessary legal fees, costs and expenses incurred by or on behalf of the policyholder, with the prior written consent of MiWay in the investigation, defence, adjustment, settlement or appeal of any claim or legal proceeding (other than the policyholder's internal expenses).

- Fees charged by any specialists as designated by MiWay in the investigation of any incident which may give rise to indemnity in terms of this cover;
- Representation at any inquest or accident inquiry in respect of an Environmental Incident, which may form part of the subject of indemnity by this cover and/or defending any proceedings in a Court of Summary Jurisdiction in respect of matters which may form the subject of indemnity by this cover;
- Costs or expenses to Municipalities or any Governmental or Statutory Body or agency shall be limited to the sum of R100,000 for any one incident in respect of the reasonable and necessary expenses

Provided such expenses:

- ▶ are specifically mandated by any government or statutory body, agency or entity duly acting under the authority of the Environmental Laws; or
- ▶ have been incurred by a government or statutory body, agency or entity or by a third party.

The following is excluded:

- ✘ the salaries of the policyholder's employees; and
- ✘ costs, charges or other expenses incurred by the policyholder for goods supplied or services performed by or on behalf of the staff or salaried employees of the policyholder, or its parent, subsidiary or affiliate.

**Remediation Costs:** Reasonable and necessary expenses for the investigation, removal and restoration of damage in complying with primary, compensatory and complimentary remediation:

- to the extent required by Environmental Laws; or,
- that have been actually incurred by any Governmental or Statutory Body or agency.

**Restoration Costs:** Reasonable and necessary costs incurred by the policyholder with the MiWay's written consent, which consent shall not be unreasonably withheld or delayed, to repair, replace or restore real or personal property to substantially the same condition it was prior to it being damaged during work performed in the course of incurring Clean-Up costs. Such Restoration Costs shall be the cost of replacing or reinstating on the same site property of the same kind or type but not superior to or more extensive than the property when new provided that the MiWay's limit of indemnity shall not exceed R50,000 per Environmental Incident.

**Rehabilitation:** The rehabilitation of Environmental Impairment arising from the occurrence of an Environmental Incident.

**Employee:** Any person/s employed under a contract of service or apprenticeship with the policyholder.

- Any person/s appointed by or on behalf of the policyholder to perform a contract for the provision of labour. Only contractors appointed to carry out the day-to-day operations of the business are included in this definition. Other contractors appointed to carry out ad-hoc work are not covered (for example: building contractors, caterers, carpet cleaners etc.)
- Any person engaged by or seconded to the policyholder (including a volunteer worker) whilst performing any function for or on behalf of the policyholder.

**Environmental Laws:** Any stated statutory instrument, by-law, regulation, guidance of standard having the force of law, or any notice, ruling, judgment, order or instructions of any governmental or statutory body or agency or court concerning health and safety or environmental matters that are applicable to the Environmental Incident

**Environmental Incident:** The sudden, unintended and unforeseen discharge, dispersal, migration, including, but not limited to vapours, fumes, alkalis, toxic chemicals, medical waste and waste material into and upon land or any water course or body of water including



groundwater, provided such conditions are not naturally present in the environments in the amounts or concentrations discovered.

**Law:** Any Environmental Law, national or local statute, statutory instrument, proclamation by-law, regulation or subordinate legislation with which the policyholder is legally required to comply in respect of an Environmental Incident.

### **Driver Dishonesty**

The exclusions listed below will only be covered by this Optional cover if the policyholder:

- ✓ was not aware that the driver or employee or authorized person was in breach of the policy condition and can prove to MiWay's satisfaction that, in the normal course of business, procedures and controls are in place and in operation and forms part of a contracted agreement between the Policyholder and drivers, employees or authorized person in order to ensure that these policy conditions are adhered to.
- ✓ ensures that, anyone acting on its behalf or anyone covered under the policy follows or acts on all MiWay's reasonable instructions and/or requests

Cover against loss, damage, injury and liability which would otherwise have been excluded due to one of the exclusions listed below.

- If any person drives the vehicle:
  - ▶ with a licence that is endorsed for drunken or reckless and negligent driving
  - ▶ without a valid South African driving licence or, in the case of a foreign driving licence, without a valid International Driving Permit
  - ▶ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ▶ is legally required to have a professional driving permit (PDP) but does not
- If any person who drives the vehicle:
  - ▶ is under the influence of alcohol or drugs
  - ▶ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ▶ refuses to give either a breath or blood sample
- If the vehicle is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully.
- Loss of or damage to the vehicle when any member of the household or any person covered by this policy or employee of the policyholder used the vehicle without consent and failed to adhere to the terms and conditions of this policy.
- Loss or damage due to theft or attempted theft of the vehicle by any employee or any person authorised by the policyholder.
- Loss or damage to the vehicle as a result of the vehicle being unlocked and unattended for any period of time.
- Vehicles that exceed the carrying capacity that they were designed for whether in terms of passengers or cargo and are thus considered as being overloaded.

Any Trailer risk covered under this policy which is involved in a Business vehicle incident that is also covered under this policy, where driver dishonesty cover is selected, will automatically enjoy this cover.

### **WHAT IS NOT COVERED UNDER BUSINESS VEHICLES?**

- ✗ If any person drives the vehicle:
  - ◆ in contravention of the conditions of or endorsements to, the person's driver's licence
  - ◆ with a cancelled or suspended driving licence, irrespective of whether the cancellation or suspension is being appealed
  - ◆ without a valid South African driving licence or, in the case of a foreign driving licence, without a valid International Driving Permit
  - ◆ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ◆ is legally required to have a professional driving permit (PDP) but does not
- ✗ If any person who drives the vehicle:
  - ◆ is under the influence of alcohol or drugs
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a breath or blood sample
- ✗ If the vehicle is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully



- ✘ Loss of or damage to the vehicle when any member of the household or any person covered by this policy or employee of the policyholder used the vehicle without consent and failed to adhere to the terms and conditions of this policy
- ✘ Loss or damage due to theft or attempted theft of the vehicle by any employee or any person authorised by the policyholder
- ✘ Loss of or damage to the vehicle when the vehicle is sub-let
- ✘ Loss or damage to the vehicle as a result of the vehicle being unlocked and unattended for any period of time
- ✘ Vehicles that exceed the carrying capacity that they were designed for whether in terms of passengers or cargo and are thus considered as being overloaded

The above exclusions will not apply if Driver Dishonesty cover is selected and if the conditions of cover explained further under the Driver Dishonesty section were met.

- ✘ Where the vehicle is used for:
  - ◆ racing or competition
  - ◆ driving instruction, unless Driving School is noted as the business type on the Coversheet
  - ◆ emergency scene towing
  - ◆ conveying fare paying passengers unless:
    - It is a taxi service and is noted for such use on the Coversheet
    - It is a shuttle service or used by a tour operator collecting passengers from a predetermined location and is noted for such use on the Coversheet
- ✘ Where the vehicle is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.
- ✘ Vehicles that were not maintained and serviced according to the manufacturer's specifications
- ✘ Damage to the vehicle caused as a result of misfuelling (incorrect fuel in the vehicle)
- ✘ Should the vehicle carry hazardous goods, there will be no cover unless MiWay has also insured the associated Goods in Transit
- ✘ Any claim for loss, damage, death, injury or liability, which is caused in the process of, by or results from mechanical, electrical or electronic breakdown, defect or failure
- ✘ In the case that a truck and trailer are added to cover, the trailer is not automatically covered under the Business Vehicle section and must be specified separately under Business Trailers section
- ✘ Vandalism or theft of the vehicle if the vehicle is abandoned following an accident

## BUSINESS TRAILERS

The Trailer Section refers to trailers that are registered in the Republic of South Africa. The trailer insured is noted on the Coversheet. The overnight risk address where the trailer is usually kept must be in the Republic of South Africa.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ betterment
  - ▶ depreciation
- The trailer should be insured for its current market value.
- If the trailer is either stolen or written-off the insured value will be paid, including the value of any specified non-standard factory fitted accessories, according to the fair and reasonable value of the trailer at the time of loss. MiWay will establish a fair and reasonable value from independent sources, taking the age and condition of the trailer and accessories into account. Should the trailer be insured for a lower amount, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.

**Scenario:** If the market value of the trailer is R300 000, but you chose to insure the trailer for R180 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R30 000.

Average is calculated as follows:

$\text{Insured value} \div \text{actual market value} \times \text{loss}$

Based on the scenario above, the calculation would be:



*(R180 000 ÷ R300 000) x R50 000 = R30 000*

### The use of the Trailer

Should the trailer be used at night time, the trailer will only be covered if night time use is specified and noted on the Coversheet.

### Territories where cover is effective

- The trailer is automatically covered in the Republic of South Africa.
- Optional Add-on cover has to be purchased should the trailer enter neighbouring countries or extended African territories as outlined under Territorial Limits. Cover outside the Republic of South Africa is limited to own damage only and excludes third party liability.
- In the event of a claimable incident outside the borders of the Republic of South Africa (RSA) MiWay will pay for the recovery and repatriation of the trailer up to the cover limit selected under the Towing & Recovery optional cover. If a trailer is to be covered outside of RSA it is the policyholder's responsibility to ensure a sufficient cover limit is selected under Towing and Recovery to allow for the repatriation of the trailer.

### The Policyholder's Obligation

In order to have continuous cover and a valid claim, it is necessary to:

- Ensure that anyone driving the vehicle which is towing the insured trailer adheres to the terms and conditions of this policy  
*Scenario: If one of your employees drives the vehicle without a valid driving licence and is subsequently involved in an accident, there will be no cover.*
- Inform MiWay immediately if any of the following as noted on the Coversheet changes:
  - ▶ the address where the trailer is kept during the day and/or night
  - ▶ the use of the trailer

### Trailer Security

- Theft and hijack cover is conditional upon the security devices, as declared by the policyholder and noted on the Coversheet, being properly installed, paid for, maintained and used for the purpose for which they were designed.
- It is the policyholder's obligation to ensure that:
  - ▶ the required devices are installed within the specified time period
  - ▶ the device, whether disclosed by the policyholder (or anyone acting on its behalf) or required by MiWay, is in a working order at all times
  - ▶ where a tracking device is installed in the trailer that the tracking company is notified within one hour of becoming aware of the theft/hijacking of the trailer or as soon as reasonably possible thereafter failing which there will be no cover for theft and hijack.  
*Scenario: If you are required to install a tracking device in the insured trailer and you fail to install it; or you have a tracking device installed but you fail to pay the subscription to the tracking company; or you have a tracking device installed but you do not notify the tracking company within an hour of becoming aware of the theft of the vehicle, you will not have a valid claim in the event that the trailer is stolen or hijacked.*

## WHAT IS COVERED UNDER BUSINESS TRAILERS?

The policyholder has the option to select the risks that the trailer should be covered for and will only enjoy cover for those risks that have been selected. The policyholder will enjoy comprehensive cover where all the risks have been selected.

### The Risks

The risks selected are noted as included on the Coversheet. The following risks are available for selection:

- ✓ **Accident and Intentional**  
Loss or damage caused accidentally and intentional damage caused by a third party
- ✓ **Theft & Hijack**  
Loss or damage caused by theft, hijacking, attempted theft or attempted hijacking
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion
- ✓ **Acts of Nature**  
Loss or damage caused by:
  - ▶ Acts of nature like lightning, wind, thunder, storm, hail, flood, snow or earthquake
  - ✗ excluding earthquake or earth tremor arising from any mining operations



## ✓ **Liability to Other Parties**

- ▶ The policyholder is covered for legal liability arising out of an accident caused by the insured trailer that causes death or bodily injury to other parties or damage to their property. This includes legal costs which someone else can claim from the policyholder and which MiWay agrees to pay in order to settle or defend a claim. The Coversheet states the maximum amount claimable per incident.
- ▶ What is **not covered** under Liability to Other Parties?
  - ✗ Liability for death or bodily injury suffered by:
    - ◆ any passenger in or on a trailer
    - ◆ the policyholder or any of the policyholder's members, employees, drivers or any person that has the authorisation from the afore-mentioned to use the trailer
    - ◆ anyone covered by the Road Accident Fund within the Republic of South Africa
    - ◆ anyone outside of the borders of the Republic of South Africa
    - ◆ anyone covered under legislation or other insurance contracts
  - ✗ Liability for loss of or damage to:
    - ◆ the property of the policyholder or any of the policyholder's members, employees, drivers, or any person that has the authorisation from the afore-mentioned to use the trailer
    - ◆ the insured trailer
    - ◆ property caused by a Tool of Trade
  - ✗ Liability where the insured trailer claim was rejected  
*Scenario: If your claim is rejected for your own damage and you have caused damages to another party's property, the other party's damages will also not be paid.*

## **ADDITIONAL COVER**

In the event of a valid claim for the trailer itself, the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ **Towing and Recovery**
  - ▶ Reasonable towing and storage costs to tow and store the trailer at the nearest repairer
  - ▶ Wreckage removal in the case that the insured trailer needs to be recovered from a site before it can be towed on condition that the services of a MiWay approved towing operator were used
  - ▶ The amount stated on the Coversheet is the annual cover limit per policy year for that specific trailer. Every trailer covered under this policy has its own annual cover limit.
  - ▶ Additional cover can be purchased to increase the limit

## **OPTIONAL ADD-ON COVER**

The following is only covered up to the amount stated if selected and noted as included on the Coversheet together with the appropriate premium payable:

### **Body Alterations and Other Accessories**

Loss of or damage to body alterations and non-standard factory fitted accessories.

### **Trailer Loss of Use**

- Following an incident for which you have a valid claim, MiWay will pay you an amount per day, where the trailer:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not usable
  - ▶ is stolen or hijacked
- The daily rate and number of days selected is noted on the Coversheet.
- MiWay will pay for the daily loss of use from the date that the trailer is booked-in at the repairer or in the case where the trailer is stolen or not mobile, from the date of the incident up until the following, whichever happens first:
  - ▶ the trailer is repaired and ready for collection
  - ▶ the number of days chosen has been reached
  - ▶ the claim is finalised (in the case of total loss)

*Scenario: In the event that you have modified your trailer by installing a cooling unit, a similar replacement trailer will be difficult to source while your trailer is being repaired. To avoid financial loss whilst your trailer is being repaired following an accident, should the loss of use option have been chosen, MiWay will compensate you based on the value and period that you chose by means of a lump sum payment.*

### **Roadside Assistance**

- Roadside assistance for the trailer is covered up to the amount stated on the Coversheet, which is the annual cover limit per policy year for that specific trailer. Every trailer covered under this policy has its own annual cover limit.



- Additional cover can be purchased to increase the limit.
- ✘ There is no Roadside Assistance cover outside the borders of the Republic of South Africa

### Credit Shortfall

- The Finance house will be paid, in the event of a valid claim, the shortfall when the amount owed in terms of a finance agreement (as defined in the National Credit Act) with a finance company exceeds the insured value unless there is an outstanding balloon or residual payment of more than 50% of the purchase price of the trailer.
- The trailer must:
  - ▶ be uneconomical to repair
  - ▶ have been stolen or hijacked and not recovered
- What is **not covered** under Credit Shortfall?
  - ✘ The excess of the trailer claim
  - ✘ Arrear instalments due and interest on them
  - ✘ Any early settlement penalties
  - ✘ Additional finance charges
  - ✘ Any refundable amounts added to the finance agreement over and above the purchase price of the trailer
  - ✘ Insurance premiums, warranties and maintenance programmes, which must be refunded to you by the company that administers the policy or warranty
  - ✘ Any amount noted on the finance agreement for service and/or delivery
  - ✘ The credit shortfall on non-standard trailer accessories and body alterations which are not specified on the Coversheet and which form part of the finance agreement

### Cover in Neighbouring Countries

Cover against loss or damage in neighbouring countries can be purchased. Restrictions applicable to cover outside of RSA is discussed under **Territories where cover is effective**.

### Cover in Extended Territories

Cover in Extended Territories is only available if Cover in Neighbouring Countries is selected and can be purchased should cover against loss or damage in the listed territories outside the Republic of South Africa be required. Restrictions applicable to cover outside of RSA is discussed under **Territories where cover is effective**.

## WHAT IS **NOT COVERED** UNDER BUSINESS TRAILERS?

- ✘ If any person drives the vehicle that tows the trailer:
  - ◆ with a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ without a valid South African driving licence or in the case of a foreign driving licence, without a valid International Driving Permit
  - ◆ with the incorrect code of licence to drive a specific vehicle, applicable category of trailer or size of load towed by the vehicle
  - ◆ and the vehicle towing the trailer is found to exceed its gross carrying mass (GCM) and is therefore overloaded
  - ◆ is legally required to have professional driving permit (PDP) but does not
- ✘ If any person who drives the vehicle that tows the trailer:
  - ◆ is under the influence of alcohol or drugs
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a breath or blood sample
- ✘ If the trailer or towing vehicle is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully
- ✘ Where the towing vehicle is used for:
  - ◆ racing or competition
  - ◆ driving instruction, hiring or carrying passengers for which payment is received
- ✘ Where the trailer is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.
- ✘ Trailers that were not maintained and serviced regularly
- ✘ Loss of or damage to the trailer when any member of the household of any person covered by this policy or employee of the policyholder used the trailer without consent and failed to adhere to the terms and conditions of this policy



- ✘ Trailers that exceed the carrying capacity that they were designed for, thus being overloaded
- ✘ A trailer illegally carrying hazardous goods or a trailer legally permitted to carry hazardous goods where the associated Goods in Transit are not insured with MiWay
- ✘ Any claim for loss, damage, death, injury or liability, which is caused in the process of, by or results from mechanical-, electrical- or electronic breakdown, defect or failure
- ✘ In the case that a truck and trailer are added to cover, the vehicle is not automatically covered under the Business Trailers section and must be specified separately under the Business Vehicle section
- ✘ Vandalism or theft of the trailer if it is abandoned following an accident

## SPECIAL PURPOSE VEHICLES

The Special Purpose Vehicles (SPV) Section refers to movable plant and equipment. The SPV insured is noted on the Coversheet. The location where the SPV is usually kept or operated must be in the Republic of South Africa.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ betterment
  - ▶ depreciation
- The SPV must be insured for its current market value.
- The future lifetime of expendable parts damaged or lost as a result of an insured event at the time of loss will be taken into account when determining the settlement value of the claim. Expendable parts include but are not limited to tyres, cutters, blades, rollers, chains, belts and discs.
 

*Scenario: If the SPV is written-off due to the extent of the damage but the tyres have worn through 40% of the tyre tread then 40% of the value of new tyres will be deducted from the settlement.*
- If the SPV is either stolen or written-off the insured value will be paid, including the value of any specified non-standard factory fitted accessories, according to the fair and reasonable value of the SPV at the time of loss. MiWay will establish a fair and reasonable value from independent sources, taking the age and condition of the SPV and accessories into account. Should the SPV be insured for a lower amount, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.
 

*Scenario: If the market value of the SPV is R300 000, but you chose to insure the SPV for R180 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R30 000.*

*Average is calculated as follows:*  
*Insured value ÷ actual market value x loss*  
*Based on the scenario above, the calculation would be:*  
*(R180 000 ÷ R300 000) x R50 000 = R30 000*

### Territories where cover is effective

- The SPV is automatically covered in the Republic of South Africa.
- Optional Add-on cover has to be purchased should the SPV enter neighbouring countries or extended African territories as outlined under Territorial Limits. Cover outside the Republic of South Africa is limited to own damage only and excludes any third party liability.
- In the event of a claimable incident outside the borders of the Republic of South Africa, MiWay will pay for the recovery and repatriation of the SPV up to the cover limit selected under the Towing & Recovery optional cover. If an SPV is to be covered outside of the Republic of South Africa it is the policyholder's responsibility to ensure a sufficient cover limit is selected under Towing and Recovery to allow for the repatriation of the SPV.

### The Policyholder's Obligation

In order to have continuous cover and a valid claim, it is necessary to:

- Ensure that anyone driving or operating any insured SPV adheres to the terms and conditions of this policy
 

*Scenario: If one of your employees drives the vehicle without a valid driving licence and is subsequently involved in an accident, there will be no cover.*
- Ensure that the person operating the SPV has the necessary experience to do so or has had the necessary training and operates the SPV under the supervision of an experienced operator



## SPV Security

- Theft and hijack cover is conditional upon the security devices, as declared by the policyholder and noted on the Coversheet, being properly installed, paid for, maintained and used for the purpose for which they were designed.
- It is the policyholder's obligation to ensure that:
  - ▶ the required devices are installed within the specified time period
  - ▶ the device, whether disclosed by the policyholder (or anyone acting on its behalf) or required by MiWay, is in a working order at all times
  - ▶ where a tracking device is installed in the SPV that the tracking company is notified within one hour of becoming aware of the theft/hijacking of the SPV or as soon as reasonably possible thereafter failing which there will be no cover for theft and hijack.  
*Scenario: If you are required to install a tracking device in the insured SPV and you fail to install it; or you have a tracking device installed but you fail to pay the subscription to the tracking company; or you have a tracking device installed but you do not notify the tracking company within an hour of becoming aware of the theft of the vehicle, you will not have a valid claim in the event that the SPV is stolen or hijacked.*

## WHAT IS COVERED UNDER SPECIAL PURPOSE VEHICLES

The policyholder has the option to select the risks that the SPV should be covered for and will only enjoy cover for those risks that have been selected. The policyholder will enjoy comprehensive cover where all the risks have been selected.

### The Risks

The risks selected are noted as included on the Coversheet. The following risks are available for selection:

- ✓ **Accidental and Intentional**  
Loss or damage caused accidentally and intentional damage caused by a third party. Cover includes overturning and faulty operation.
- ✓ **Theft & Hijack**  
Loss or damage caused by theft, hijacking, attempted theft or attempted hijacking
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion
- ✓ **Impact**  
Loss or damage caused by impact or external force
- ✓ **Window Glass**  
Loss or damage to window glass
- ✓ **Acts of Nature**  
Loss or damage caused by:
  - ▶ Acts of nature such as lightning, wind, thunder, storm, hail, flood, snow or earthquake
    - ✗ excluding earthquakes or earth tremors arising from any mining operations
- ✓ **Liability to Other Parties**
  - ▶ The policyholder is covered for legal liability following an accident caused by the insured SPV that causes damage to other parties property. This includes legal costs which someone else can claim from the policyholder and which MiWay agrees to pay in order to settle or defend a claim. The Coversheet states the maximum amount claimable per incident.
  - ▶ What is **not covered** under Liability to Other Parties?
    - ✗ Liability for death, bodily injury and Emotional shock. Liability for death and bodily injury is covered by the Road Accident Fund in South Africa only
    - ✗ Liability for loss of or damage to:
      - ◆ the property of the policyholder or any of the policyholder's members, employees, drivers, or any person that has the authorisation from the afore-mentioned to use the SPV
      - ◆ the insured SPV
      - ◆ property or services caused by a Tool of Trade
    - ✗ Liability caused by a tool of trade and not by the vehicle (SPV) itself.  
*Scenario: If an excavator drives into a building and causes damage to the building that will be covered since the liability was caused by the vehicle itself. However, if the excavator damages underground power cables while digging and the policyholder is liable for the cost of repair work this will not be covered as it was caused by the vehicle's tool of trade while operating.*
    - ✗ Liability where the insured SPV claim was rejected  
*Scenario: If your claim is rejected for your own damage and you have caused damages to another party's property, the other party's damages will also not be paid.*



Liability caused by Tools of Trade should be covered more specifically under the Liability Insurance section of this policy

## ADDITIONAL COVER

In the event of a valid claim for the SPV itself, the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ Towing and Recovery
  - ▶ Reasonable towing and storage costs to tow and store the SPV at the nearest repairer
  - ▶ Wreckage removal in the case that the insured SPV needs to be recovered from a site before it can be towed on condition that the services of a MiWay approved towing operator were used
  - ▶ The amount stated on the Coversheet is the annual cover limit per policy year for that specific SPV. Every SPV covered under this policy has its own annual cover limit.
  - ▶ Additional cover can be purchased to increase the limit
- ✓ Emergency repairs prior to registering a claim
  - ▶ Emergency or temporary repairs following an incident for which you can claim
  - ▶ If the emergency or temporary repairs aggravate the loss or cause additional damage, any additional costs incurred as a result will not be covered.

## OPTIONAL ADD-ON COVER

The following is only covered up to the amount stated if selected and noted as included on the Coversheet together with the appropriate premium payable:

### Body Alterations and Other Accessories

Loss of or damage to body alterations and non-standard factory fitted accessories.

### Machinery Breakdown

Damage or loss caused by mechanical, electrical or electronic failure when the SPV is no longer under warranty, provided the SPV is cleaned, maintained and serviced according to the manufacturer's specifications. Cover is confined to the affected part of the machine and MiWay will only pay the cost of the affected part. The cost of any necessary dismantling and erection is not covered.

- ✗ There is no cover in the following instances:
  - ◆ incorrect use or incorrect operation
  - ◆ when installing, repairing or servicing

### Loss of Use

- Following an incident for which you have a valid claim, MiWay will pay you an amount per day, where the SPV:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not usable
  - ▶ is stolen or hijacked
- The daily rate and number of days selected is noted on the Coversheet.
- MiWay will pay for the daily loss of use from the date that the SPV is booked-in at the repairer or in the case where the SPV is stolen or not drivable, from the date of the incident up until the following, whichever happens first:
  - ▶ the SPV is repaired and ready for collection
  - ▶ the number of days chosen has been reached
  - ▶ the claim is finalised (in the case of total loss)

*Scenario: When a SPV is leased the policyholder will generally have to continue paying the rental fee even though the SPV is not being repaired and can't be used. To avoid financial loss whilst your SPV is being repaired following an accident, should the loss of use option have been chosen, MiWay will compensate you based on the value and period that you chose by means of a lump sum payment.*

### Signwriting

Damage or loss to signage, signwriting and window treatments.

### Expediting Costs

Extends cover to include the cost of any reasonable expediting measures taken to speed up the repair or replacement process for example: express delivery, airfreight, increased labour rates for overtime, Sundays or public holidays



## Emergency Assistance

- Emergency assistance for the SPV is covered up to the amount stated on the Coversheet, which is the annual cover limit per policy year for that specific SPV. Every SPV covered under this policy has its own annual cover limit.
- Additional cover can be purchased to increase the limit.
  - ✘ There is no emergency assistance cover outside the borders of the Republic of South Africa
- Emergency assistance services are further explained in the MiWay Emergency Assistance brochure.

## Cover in Neighbouring Countries

Cover against loss or damage in neighbouring countries can be purchased. Restrictions applicable to cover outside of RSA is discussed under **Territories where cover is effective**.

## Cover in Extended Territories

Cover in Extended Territories is only available if Cover in Neighbouring Countries is selected and can be purchased should cover against loss or damage in the listed territories outside the Republic of South Africa be required. Restrictions applicable to cover outside of the Republic of South Africa is discussed under **Territories where cover is effective**.

## Operator Dishonesty

Operator Dishonesty provides cover, at an additional premium, against loss and/or damage to SPVs which would otherwise have been excluded due to one of the exclusions listed below.

- ✘ If any person drives the SPV or the vehicle transporting the SPV:
  - ◆ with a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ without a valid South African driving licence or in the case of a foreign driving licence, without a valid International Driving Permit or a valid Operating Guide for vehicles not registered for road use
  - ◆ with the incorrect code of licence to operate or drive a specific SPV
  - ◆ does not abide by any relevant legislation
  - ◆ without the relevant certification or training for that specific SPV
  - ◆ is legally required to have a Professional Driving Permit (PDP) but does not
- ✘ If any person who drives the SPV or the vehicle transporting the SPV:
  - ◆ is under the influence of alcohol or drugs
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a breath or blood sample
- ✘ If the SPV or the vehicle transporting the SPV is involved in an accident and the person who drove or operated the SPV or the vehicle transporting the SPV leaves the scene of the accident unlawfully
- ✘ Where the SPV or the vehicle transporting the SPV is involved in an accident on a public road and it does not meet the roadworthy requirements as are required by the relevant road traffic legislation
- ✘ The SPV was not maintained and serviced regularly
- ✘ Loss of or damage to the SPV caused by any person covered by this policy or employee or member of the policyholder who used the SPV without consent and failed to adhere to the terms and conditions of this policy
- ✘ Loss of or damage to the SPV due to theft or attempted theft of the SPV by any employee or any person authorised by the policyholder.
- ✘ Damage resulting from overloading, experiments or tests requiring the imposition of abnormal conditions on the SPV
- ✘ Vandalism or theft of the SPV, if it is abandoned following an accident
- ✘ Damage resulting from the abuse or misapplication of SPV
- ✘ Damage in transit resulting from the SPV not being tied down and secured correctly according to the manufacturer's specification
- ✘ Damage in transit resulting from the vehicle transporting the SPV exceeding the carrying capacity that it was designed for and is thus considered as being overloaded

The exclusions listed above will be waived if the policyholder was not aware that the operator or employee was in breach of the policy condition and can prove, to MiWay's satisfaction, that in the normal course of business, procedures and controls were in place and in operation to ensure that operators and other employees comply with these policy conditions



## WHAT IS NOT COVERED UNDER SPECIAL PURPOSE VEHICLES?

- ✘ If any person drives or operates the SPV or the vehicle transporting the SPV:
  - ◆ with a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ without a valid South African driving licence or in the case of a foreign driving licence, without a valid International Driving Permit or a valid Operating Guide for vehicles not registered for road use
  - ◆ with the incorrect code of licence to operate or drive a specific SPV
  - ◆ does not abide by any relevant legislation
  - ◆ without the relevant certification or training for that specific SPV
  - ◆ is legally required to have a professional driving permit (PDP) but does not
- ✘ If any person who drives the SPV or the vehicle transporting the SPV:
  - ◆ is under the influence of alcohol or drugs
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a breath or blood sample
- ✘ If the SPV or the vehicle transporting the SPV is involved in an accident and the person who drove or operated the SPV or the vehicle leaves the scene of the accident unlawfully
- ✘ Where the SPV or the vehicle transporting the SPV is involved in an accident on public roads and it does not meet the roadworthy requirements as stated by road traffic legislation
- ✘ SPVs that were not maintained and serviced regularly according to the manufacturers specifications
- ✘ Loss of or damage to the SPV by any person covered by this policy or employee or member of the policyholder used the SPV without consent and failed to adhere to the terms and conditions of this policy
- ✘ Loss or damage due to theft or attempted theft of the vehicle by any employee or any person authorised by the policyholder
- ✘ Damage resulting from overloading, experiments or tests requiring the imposition of abnormal conditions on the equipment
- ✘ Any claim for loss, damage, death, injury or liability, which is caused in the process of, by or results from mechanical-, electrical- or electronic breakdown, defect or failure
- ✘ Vandalism or theft of the SPV if it is abandoned following an accident
- ✘ Damage resulting from the abuse or misapplication of equipment
- ✘ Damage in transit resulting from the SPV not being tied down and secured correctly according to the manufacturer's specification
- ✘ Damage in transit resulting from the vehicle transporting the SPV exceeding the carrying capacity that it was designed for and is thus considered as being overloaded
- ✘ Damage due to faults or defects that existed before this cover on this policy was taken out
- ✘ Damage to tyres unless as the damage to the tyres is a result of an insured event. Damage due to punctures, cuts, bursts or breaking is excluded

## GOODS IN TRANSIT

Goods in Transit refers to items that are carried by the Policyholder and being transported by road. The policyholder must be responsible for the goods and the goods must be in the policyholder's possession. The goods insured are noted on the Coversheet under Goods in Transit and may comprise of any of the following items:

- Raw materials
- Goods manufactured or traded
- Goods belonging to other parties

The items are covered while being transported, loaded onto or from a vehicle and for temporary storage that does not exceed 96 hours only once a trip has commenced. Prior to the trip commencing, the goods form part of Stock cover.

When advising MiWay of the items that will be carried, it is essential to provide the correct information as cover will only extend to the cargo that is specified and noted on the Coversheet.

**Scenario:** *If you have stated that you deliver furniture manufactured by yourself but your business is in fact a courier company your claim will be rejected as incorrect information was supplied to MiWay and subsequently the incorrect premium was charged.*

### Insured Value

- The Coversheet reflects the Load Limit, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when the settlement of the claim is calculated:



- ▶ excess
- ▶ dual insurance
- ▶ betterment
- ▶ depreciation
- The items being transported must be covered for the maximum value that the total load will comprise of at any given time at the replacement value or cost price thereof. This is the amount required to replace the lost or damaged item(s) with new items. Should the items be insured for a lower amount, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.
 

*Scenario: If the correct replacement value for Goods in Transit amounts to R300 000, but you chose to insure the items for R180 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R30 000.*

*Average is calculated as follows:*

*Insured load value ÷ actual load value x loss*

*Based on the scenario above, the calculation would be:*

*(R180 000 ÷ R300 000) x R50 000 = R30 000*
- ✘ Containers and storage supplies that the Goods in Transit items are being transported in, are not covered unless it is specified separately
- Items such as ropes, chains and tarpaulins used to secure the goods must be specified under the Business All Risks section.
- The value of the claim will be determined in the following manner:
  - ▶ New goods – limited to the supplier's selling price or new replacement value based on commercial invoices, whichever is lowest
  - ▶ Second-hand goods – the depreciated value or local market value at the time of the loss, whichever is the lowest
  - ▶ Fresh produce – the average market value for the items at the market of intended sale, less any agents and market commission or costs not incurred. If pre-sold, the suppliers invoice value, less any costs not incurred.

### Territories where cover is effective

Goods in Transit are covered while being transported by road in the Republic of South Africa.

Optional Add-on cover has to be purchased should the Goods in Transit enter neighbouring countries or extended African territories as outlined under Territorial Limits. Cover outside the Republic of South Africa is limited to own damage only.

### The Policyholder's Obligations

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

- Ensure that the correct information regarding the average monthly distance that is usually covered when transporting items, the number of trips made per week and whether items are transported during business hours or at night, on a load to load basis, are given to MiWay and noted on the Coversheet.
- Ensure that items being transported are done so properly and tied down, covered or secured to minimise loss, damage, and/or any load shift.
 

*Scenario: If goods being transported are damaged due to a rainstorm and these goods were not properly covered and secured, you will not have a valid claim.*

### WHAT IS COVERED UNDER GOODS IN TRANSIT?

The policyholder has the option to select the risks Goods in Transit should be covered for and will only enjoy cover for those risks that have been selected. The policyholder will enjoy comprehensive cover where all the risks have been selected.

### The Risks

The risks selected are noted as included on the Coversheet. The following risks are available for selection:

- ✓ **Accident and Intentional**  
Loss or damage caused accidentally and intentional damage caused by a third party
- ✓ **Theft & Hijack**  
Loss or damage caused by theft, hijacking, attempted theft or attempted hijacking
  - ✘ There is no cover for theft from unattended vehicles, where there are no visible signs of forced entry to the vehicle, of items:
    - ◆ not concealed within a cubbyhole or locked boot
    - ◆ stored on the load bed of a vehicle unless the vehicle is fitted with a canopy and its windows have a film affixed with minimum of 100 micron and visibility of 35% or less
    - ◆ not concealed under or behind locked tarpaulin covers



- ✘ There is no cover for theft of items stored within a vehicle in a building overnight unless there are visible signs of forced entry to the building
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion
- ✓ **Acts of Nature**  
Loss or damage caused by:
  - ▶ Acts of nature like lightning, wind, thunder, storm, hail, flood, snow or earthquake
    - ✘ excluding earthquake or earth tremor arising from any mining operations
- ✓ **Liability to Other Parties**
  - ▶ The policyholder and anyone covered under this policy for Goods in Transit, are covered for legal liability caused by the goods being transported while in transit, as well as while being loaded onto or off of a vehicle that causes death or bodily injury to other parties or damage to their property. This includes legal costs which someone else can claim from the policyholder and which MiWay agrees to pay in order to settle or defend a claim against the policyholder. The Coversheet states the maximum amount that can be claimed per incident.  
*Scenario: Should the items fall from the vehicle transporting them and cause damage, this would also then be covered*
  - ▶ The damage must be caused by the Goods in Transit.
    - ✘ Damage to the vehicle transporting the goods caused by or as a result of the goods is not covered  
*Scenario: If the bricks that are covered for Goods in Transit, falls onto the roof of the vehicle carrying the Goods in Transit, the damage is not covered under the liability cover for Goods in Transit, you must have comprehensive vehicle cover to have cover for the damage caused by the Goods in Transit that the vehicle is transporting.*  
*Scenario: If you drive and a brick falls off the vehicle carrying it and hits the car behind you the damage to that vehicle will be covered by this Goods in Transit cover.*
  - ▶ What is **not covered** under Liability to Other Parties?
    - ✘ Liability for death or bodily injury suffered by:
      - ◆ the policyholder or any of the policyholder's members, employees, drivers or any person that has the authorisation from the afore-mentioned to handle the Goods in Transit
      - ◆ anyone outside of the borders of the Republic of South Africa
      - ◆ anyone covered under legislation or other insurance contracts
    - ✘ Liability for loss of or damage to:
      - ◆ the property of the policyholder or any of the policyholder's members, employees, drivers or any person that has the authorisation from the afore-mentioned to handle the Goods in Transit
      - ◆ the vehicle carrying the goods
  - ✘ Liability where the insured Goods in Transit claim was rejected  
*Scenario: If your claim is rejected due to you having noted the incorrect class of goods being transported and you have caused damages to another party's property, the other party's damages will also not be paid.*

## ADDITIONAL COVER

In the event of a valid claim for the Goods in Transit itself, the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ Load protection
  - ▶ The cost of any reasonable measures taken to protect the Goods in Transit following an insured event.
  - ▶ Examples may include appointing of security guards or costs to move the goods to a place of safety or their end destination.

## OPTIONAL ADD-ON COVER

The following is only covered up to the amount stated if selected and noted as included on the Coversheet together with the appropriate premium payable:

### Fire Extinguishing Charges

- Charges the policyholder is liable for following a fire while the insured goods are being transported is automatically covered for a limited amount.
- Additional cover can be purchased to increase the limit.

### Deterioration of Goods

- The costs of the deterioration of goods following damage from a rise or drop in temperature caused by an unforeseen event for a period of at least two consecutive hours or longer.



- This cover can only be purchased when the Goods in Transit are linked to a vehicle insured by MiWay and the vehicle has a cooling unit specified. Cover can be purchased up to the load limit value of the Goods in Transit.
- The breakdown must have occurred due to a breakdown or malfunction of the refrigerator unit or due to the incorrect electronic setting of the requisite temperature. The party conveying the goods has to prove that the incorrect temperature setting was programmed.
- What is **not covered** under Deterioration of Goods?
  - ✘ If the refrigeration unit or vehicle transporting the Goods in Transit runs out of fuel.
  - ✘ If the refrigeration unit has not been serviced or maintained according to the manufacturers required timeframes and by approved agents of the manufacturer.
  - ✘ Where the airflow within the body of the vehicle is insufficient due to poor packaging.

### Containers and Storage Supplies

The policyholder will be paid, in the event of a valid claim, should the containers and storage supplies that the Goods in Transit items are being transported in are damaged and have been specified.

### Debris Removal

- The costs of cleaning up and removal of debris in connection with the Goods in Transit in the event of a vehicle accident or damage directly to the insured items is automatically covered for a limited amount.
- Additional cover can be purchased to increase the limit.
- This cover is only applicable whilst the goods are in transit.

### Cover in Neighbouring Countries

Cover against loss or damage in neighbouring countries where the Goods in Transit is linked to a vehicle insured on this policy. The goods may only be transported outside of the Republic of South Africa by the vehicle specified on the Coversheet.

### Cover in Extended Territories

Cover against loss or damage in neighbouring countries where the Goods in Transit is linked to a vehicle insured on this policy. The goods may only be transported outside of the Republic of South Africa by the vehicle specified on the Coversheet.

### Alternate Transport

Following a valid claim, Alternative Transport cover will pay for the cost of alternative transport to collect the Goods in Transit from the incident scene or a nearby place of safety in order to continue the trip and deliver the items in your possession to its intended destination.

### Driver Dishonesty

Cover against loss and/or damage to goods in transit which would otherwise have been excluded due to one of the exclusions listed below.

**Scenario:** *The vehicle transporting the goods is found deserted. The policyholder discovers on investigation that the driver was not hijacked, stole the goods and has abandoned the vehicle. As this loss is due to an employee's dishonesty, a claim can be submitted to MiWay.*

- If any person drives the vehicle that is carrying the Goods in Transit:
  - ▶ with a licence that is endorsed for drunken or reckless and negligent driving
  - ▶ without a valid South African driving licence or, in the case of a foreign driving licence, without a valid International Driving Permit
  - ▶ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ▶ and the vehicle is found to exceed its gross carrying mass (GCM) and is therefore overloaded
  - ▶ is legally required to have a professional driving permit (PDP) but does not
- If any person who drives the vehicle that is carrying the Goods in Transit:
  - ▶ is under the influence of alcohol or drugs
  - ▶ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ▶ refuses to give either a breath or blood sample
- If the vehicle that is carrying the Goods in Transit is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully.
- Loss or damage due to theft or attempted theft of the Goods in transit by any employee or any person authorised by the policyholder.
- Loss or damage to the vehicle carrying Goods in Transit as a result of the vehicle being unlocked and unattended for any period of time.
- Vehicles that exceed the carrying capacity that they were designed for whether in terms of passengers or cargo and are thus considered as being overloaded.



The exclusions listed above will be waived if the policyholder was not aware that the driver or employee was in breach of the policy condition and can prove to MiWay's satisfaction that, in the normal course of business, procedures and controls are in place and in operation to ensure that drivers and other employees comply with these policy conditions. Any Trailer risk covered under this policy which is involved in a Goods in transit incident that is also covered under this policy, where driver dishonesty cover is selected, will automatically enjoy this cover.

## WHAT IS NOT COVERED UNDER GOODS IN TRANSIT?

- ✘ If any person drives the vehicle that is carrying the Goods in Transit:
  - ◆ with a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ without a valid South African driving licence or, in the case of a foreign driving licence, without a valid International Driving Permit
  - ◆ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ◆ and the vehicle is found to exceed its gross carrying mass (GCM) and is therefore overloaded
  - ◆ is legally required to have professional driving permit (PDP) but does not
- ✘ If any person who drives the vehicle that is carrying the Goods in Transit:
  - ◆ is under the influence of alcohol or drugs
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a breath or blood sample
- ✘ If the vehicle that is carrying the Goods in Transit is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully
- ✘ Loss or damage due to theft or attempted theft of the Goods in transit by any employee or any person authorised by the policyholder
- ✘ Loss from the vehicle carrying Goods in Transit as a result of the vehicle being unlocked and unattended to for any period of time
- ✘ Vandalism or theft of the Goods in Transit if the vehicle is abandoned following an accident

The above exclusions will not apply if Driver Dishonesty cover is selected and if the conditions of cover explained further under the Driver Dishonesty section were met.

- ✘ Where the vehicle carrying Goods in Transit is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.
- ✘ Where the vehicle carrying Goods in Transits has not been maintained and serviced regularly as required by the manufacturer
- ✘ Items carried by rail or air
- ✘ Costs incurred in the conveyance of the Goods in Transit such as fines, duties, taxes, border post delays and administration costs
- ✘ Items being transported that are not tied down, secured or packed correctly  
*Scenario: When packing a load and plastic drums are packed at the bottom while steel drums are packed on top of them, care was not taken when loading the vehicle and there will be no cover for damage to the plastic drums and their contents should they be damaged.*
- ✘ Any claim for loss, damage, death, injury or liability, which is caused in the process of, by or results from mechanical, electrical or electronic breakdown, defect or failure unless specifically noted on the Coversheet
- ✘ In the case where items are more specifically covered by another insurance contract, as is the case should the items also be covered by a marine policy
- ✘ The carrying of money
- ✘ Any claim for loss, damage, shortage or depreciation suffered by a third party arising from any error or omission by the policyholder or Covered Party.
- ✘ Any goods that are not in the custody and control of the policyholder
- ✘ Any loss or damage caused to any goods that are not properly secured and covered whilst being transported

## BUSINESS ALL RISKS

Business All Risks covers items which belong to the policyholder and are usually worn or taken away from the business premises.

The items insured in this section fall into one of the following categories:

- **Unspecified All Risks**

This section covers a variety of items that are worn or usually taken out of or away from the business premises that might change from day to day. It therefore would be impractical to list them each time cover



is required. The maximum value each item is covered for is noted on the Coversheet. The overall maximum value for which a claim can be submitted is the amount chosen and is also noted on the Coversheet.

- **Specified All Risks**

Each item insured under this section is specifically listed and the value noted on the Coversheet.

In cases where it would be impractical to specify items individually due to their low individual value such items can be insured collectively given that they are transported, used and stored as a collection of items.

*Scenario 1: 20 dongles carried as demo stock with a value of R1 000 each, can be specified as a collection with a combined value of R20 000.*

*Scenario 2: A toolbox can be insured as one item with a specified value equal to the combined value of the toolbox itself and the tools contained in it.*

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when the settlement of the claim is calculated:

- ▶ excess
- ▶ dual insurance
- ▶ under-insurance

- All Risks items need to be insured for the replacement value of each item. This is the cost of replacing the lost or damaged item(s) with new ones. Should items be insured for an amount less than their replacement value, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.

*Scenario: If the correct replacement value for a laptop is R30 000, but you chose to insure it for R18 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R5 000 it would be reduced to R3 000.*

*Average is calculated as follows:*

*Insured value ÷ actual replacement value x loss*

*Based on the scenario above, the calculation would be:*

*(R18 000 ÷ R30 000) x R5 000 = R3 000*

### Territories where cover is effective

Business All Risks items are covered anywhere in the world.

- ✘ All Risks items taken across the borders of the Republic of South Africa for a period longer than two consecutive months are not covered

## WHAT IS COVERED UNDER BUSINESS ALL RISKS?

The risks selected are noted as included on the Coversheet, if all risks are selected, the Coversheet will state that items are covered comprehensively. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been chosen.

The following risks are available for selection:

- ✓ **Accident and Intentional**

Loss or damage caused accidentally and intentional damage caused by a third party

- ✘ There is no cover when items are damaged whilst transported in or on a vehicle unless the items are secured to a rack or carrier

- ✓ **Theft**

Loss or damage caused by theft, hijacking, attempted theft or attempted hijacking

- ✘ There is no cover for theft from unattended vehicles, where there are no visible signs of forced entry to the vehicle, of items:

- ◆ not concealed within a cubbyhole or locked boot
- ◆ stored on the load bed of a vehicle unless the vehicle is fitted with a canopy and its windows have a film affixed with minimum of 100 micron and visibility of 35% or less
- ◆ not concealed under or behind locked tarpaulin covers

- ✓ **Fire and Explosion**

Loss or damage caused by fire or explosion

- ✓ **Acts of Nature**

Loss or damage caused by:

- ▶ Acts of nature like lightning, wind, thunder, storm, hail, flood, snow or earthquake
- ✘ excluding earthquake or earth tremor arising from any mining operations

- ✓ **Impact**

Loss or damage caused by impact to the insured item



## OPTIONAL ADD-ON COVER

The following is only covered if selected and noted as included on the Coversheet together with the appropriate premium applicable.

### Machinery Breakdown

Damage or loss caused by mechanical, electrical or electronic failure when an All Risks item is no longer under warranty, provided the equipment is cleaned, maintained and serviced according to the manufacturer's specifications. Cover is confined to the affected part of the machine and MiWay will only pay the cost of the affected part. The cost of any necessary dismantling and erection is not covered.

- ✘ There is no cover in the following instances:
  - ◆ Incorrect use or incorrect operation
  - ◆ When installing, repairing or servicing

### Reinstatement of Data/Software

Following a valid claim, all reasonable costs to reinstate data and reinstall licensed software on electronic equipment will be covered up to the cover limit as noted on the Coversheet.

- ✘ There is no cover should the loss be due to programme errors, incorrect entry, cancellation, deletion or corruption of data and software.

### Power Surges and Dips

Loss or damage caused by power surges and dips will be covered up to the cover limit as noted on the Coversheet.

## WHAT IS NOT COVERED UNDER BUSINESS ALL RISKS?

- ✘ Loss or damage to:
  - ◆ money and other negotiable instruments
  - ◆ electronic programmes, data or unlicensed software
- ✘ Loss or damage caused by insects, animals or pests
- ✘ Mechanical, electronic or electrical breakdown unless specifically selected and noted on the Coversheet
- ✘ Failure, breakage or derangement
- ✘ When drones have been placed on cover, should the SA Civil Aviation Authority not have issued the person operating the drone with a Remotely Piloted Aircraft Systems (RPAS) licence
- ✘ Legal liability to other parties as a result of damage, injury or death caused by the insured item

## BUSINESS PROPERTY

Business Property refers to a building, or buildings, at the address noted on the Coversheet. Each building at an address should be specified separately and will be noted separately on the Coversheet.

This section deals with the environment of the premises as well as the relevant security devices noted at that building.

- Costs for the following must be included in the insured value:
  - ▶ Debris removal
  - ▶ Making the site safe
  - ▶ Professional and municipal fees

### The Policyholder's Obligations

In order to have continuous cover and a valid claim, the policyholder needs to:

- Ensure all individuals affiliated with the policyholder who work at the Business Property or reside there adhere to the terms and conditions of this policy
- Inform MiWay immediately if any of the following changes:
  - ▶ the building becomes unoccupied for any period longer than 60 consecutive days
  - ▶ the building is let or sublet
  - ▶ the type of business conducted at the premises changes
  - ▶ the building is under construction or building alterations are being made

## WHAT IS NOT COVERED UNDER BUSINESS PROPERTY?

- ✘ Loss or damage to electronic programmes, data or unlicensed software unless specifically noted on the Coversheet



- ✘ Vehicles (including motorcars, motorcycles, motorised scooters, LDVs, caravans, trailers, aircraft and watercraft) and any vehicle parts and accessories
- ✘ Where any of the following cause loss or damage:
  - ◆ a rise in the underground water table or pressure caused by it unless caused by flood water conditions in the proximity of the insured property at the time of an incident
  - ◆ scratching, chipping, cracking, denting, biting, tearing or dirtying
  - ◆ insects, animals and pests
  - ◆ scorching
- ✘ Where any of the following either cause or contribute to damage:
  - ◆ defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction of the building, or where the relevant structure is in not in accordance with the South African National Buildings Standards (SANS) Building Regulations applicable at the time of construction, repairs and/or alterations
  - ◆ defective workmanship or defective materials
  - ◆ construction, alteration or repairs unless specifically noted on the Coversheet
  - ◆ a lack of maintenance

## Office Contents

This section refers to the Office Contents stored inside a particular Business Property at the address noted on the Coversheet which belongs to the policyholder.

- All electronic items or specialised equipment must be covered under the Electronic and Specialised Equipment section. These are items with a digital processing function or items of such a nature that they fulfil essential functions that form part of the business activities. Such items must be specified separately from the more general items insured under the Office Contents section.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- Office Contents needs to be insured for its total replacement value. This is the cost of replacing lost or damaged item(s) with new ones. Should the Office Contents be insured for an amount less than its replacement value, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.

*Scenario: If the correct replacement value for Office Contents amounts to R300 000, but you chose to insure the items for R180 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R30 000.*

*Average is calculated as follows: Insured value ÷ actual value x loss*

*Based on the scenario above, the calculation would be: (R180 000 ÷ R300 000) x R50 000 = R30 000*

## WHAT IS COVERED UNDER OFFICE CONTENTS?

The policyholder has the option to select the risks Office Contents should be covered for and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet, if all risks are selected, the Coversheet will state that items are covered comprehensively. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been chosen. The following risks are available for selection:

### ✓ Accident & Intentional

Loss or damage caused accidentally and intentional damage caused by a third party

- ✘ There will be no cover for accidental or intentional damage:
  - ◆ where the property is unoccupied, illegally occupied, vacant or abandoned
  - ◆ caused by chipping, scratching, overheating, denting or cracking which does not affect the operating process of the item
  - ◆ to curios, rare books, artworks, ceramic, clay, porcelain, marble, fragile and brittle items, furs, jewellery, precious and semi-precious metals and stones



✓ **Impact**

Loss or damage caused by:

- ▶ aircraft and articles dropped from them
- ▶ impact by vehicles
- ▶ impact by falling trees and trees cut down by a professional tree feller

✓ **Theft**

Loss or damage caused by theft or burglaries

- ✘ There will be no cover for loss or damage caused by theft and burglaries:
  - ◆ if the building is vacant, abandoned or illegally occupied
  - ◆ if any other building on the Business Property is illegally occupied
  - ◆ where the Business Property is unoccupied for more than 60 consecutive days
  - ◆ should there be no visible signs of forced entry to the Business Property
  - ◆ from buildings other than that which is noted on the Coversheet
  - ◆ if the building is being altered or under construction

✓ **Fire and Explosion**

Loss or damage caused by fire or explosion

- ▶ Discharge or leakage from fire extinguishing equipment is also covered provided that such equipment has been maintained and regularly serviced by a SAQCC accredited service provider
  - ✘ There will be no cover for fire or explosion if the building is illegally occupied, vacant or abandoned

✓ **Storm, Wind, Hail, Snow & Earthquake**

Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake

- ✘ Excluding earthquake or earth tremor arising from any mining operations

✓ **Lightning**

Loss or damage caused by lightning

✓ **Geyser and Pipes**

- ▶ Loss or damage following the leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of the building
- ▶ Loss or damage caused by the bursting or leaking of cisterns or fixed water tanks and other apparatus forming part of the building
- ▶ Resultant damage caused by escape of water or oil from a defective water or oil-fired heating installation forming part of the building
- ✘ There will be no cover under the Geyser and Pipes risk where the loss or damage was caused by or resulted from gradual deterioration, wear and tear, rust, decay, cracking, splitting, corrosion, faulty materials and workmanship or latent defects or where the water leakage was not caused by a sudden and unforeseen incident

## ADDITIONAL COVER

In the event of a valid claim for the Office Contents itself, the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ Refilling of fire extinguishing equipment following a fire at the premises
- ✓ Emergency office assistance
- ✓ The replacement fees for lost keys and remotes as well as the replacement of locks
- ✓ Charges made by the fire brigade or any public authority following an incident for which the policyholder can claim. Provision for these charges must be included in the insured value of the Office Contents.

## OPTIONAL ADD-ON COVER

The following is only covered up to the amount selected or the insured value, whichever is applicable, if it is selected and noted as included on the Coversheet together with the appropriate premium applicable:

### Documents

- Documents refers to films, tapes, addressograph plates, books, records, maps, plans, drawings, abstracts, deeds, wills, mortgages, agreements, manuscripts, letters, certificates, documents and similar written, printed or otherwise inscribed papers and documents used by the policyholder in the business and owned by it or for which it is responsible
- The following is not covered; money, current postage or revenue stamps, cancelled and uncanceled coupons, securities, bearer bonds, drafts, any written order to pay a sum of money, any written evidence of indebtedness or obligation. As well as all property carried, held as samples, for sale or for delivery after sale as well as computer software and data carrying media.



- What is **not covered** under Documents?

- ✘ Loss or damage caused by:
  - ◆ electric or magnetic injury, disturbance or erasure of recordings except when caused by lightning
  - ◆ vermin or inherent defect or by processing, copying or other work upon the documents
  - ◆ the dishonesty of the policyholder, its members or employees. This exception shall not apply to any director who is also an employee of the policyholder and whom the policyholder has the right at all times to govern, control and direct in the performance of his work in the service of the policyholder in the course of the business
- ✘ gradual deterioration or wear and tear
- ✘ costs involved in reshooting films or videos or re-recording audio tapes
- ✘ liability to others associated with the loss of documents

### **Glass and Signage**

Damage or loss to fixed glass at the business property which includes internal and external glass as well as signage, sign-writing and window treatments.

- ✘ Glass that is scratched or not broken right through is not covered
- ✘ All glass forming part of stock is not covered
- ✘ Glass which, at the inception of this insurance, is cracked or broken
- ✘ Defacement or damage other than a fracture through the entire thickness of the glass or any laminate thereof

### **Goods Stored Outside**

Items that are moveable and of such a nature that they are designed to be left outside. Theft cover for contents left outside is limited to the amount stated on the Coversheet.

### **Machinery Breakdown**

Damage or loss caused by mechanical, electrical or electronic failure when an Office Contents item is no longer under warranty, provided the equipment is cleaned, maintained and serviced according to the manufacturer's specifications. Cover is confined to the affected part of the machine and MiWay will only pay the cost of the affected part. The cost of any necessary dismantling and erection is not covered.

- ✘ There is no cover in the following instances:
  - ◆ incorrect use or incorrect operation
  - ◆ when installing, repairing or servicing
  - ◆ when property is being moved

### **Power Surges and Dips**

Loss or damage caused by power surges and dips.

### **Subsidence and Landslip**

Damage caused by the movement of land resulting from natural shifts or human activity, causing structural damage to the property.

- ✘ If the movement is caused by any of the following there will be no cover:
  - ◆ volume changes in clay-based soil or in rock caused by changes in the moisture or water content
  - ◆ excavations, other than mining excavations
  - ◆ removal of or weakening of supporting pillars
  - ◆ normal settlement, shrinkage or expansion of the dwelling
  - ◆ destruction of/or damage to water courses, boundary walls, garden, screen and retaining walls, gates, posts, fences, driveways, paving, swimming pool surrounds and tennis courts
  - ◆ damage which existed at the commencement of the policy
  - ◆ faulty design, construction or inadequate compaction
  - ◆ damage caused as a result of any alterations, additions or repairs
  - ◆ earthquake or earth tremor arising from mining operations
- ✘ There will be no cover for subsidence and landslip where the building structure was not designed and signed-off by a structural engineer.

### **Tenants Cover**

Losses or damage to fixtures and fittings of a building that the landlord would hold the tenant liable for.



## WHAT IS **NOT COVERED** UNDER OFFICE CONTENTS?

- ✘ Loss or damage to money and other negotiable instruments
- ✘ Any additional costs resulting from the unavailability of matching material

## Electronic and Specialised Equipment

This section refers to the electronic and specialised equipment, which belongs to the policyholder or for which it is responsible, stored in a particular Business Property at the address noted on the Coversheet. Such items should have a digital processing function or be items of such a nature that they fulfil essential functions that form part of the business activities, which differentiates it from items noted under the Office Contents section.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- Electronic and Specialised Equipment needs to be insured for its total replacement value. This is the cost of replacing lost or damaged item(s) with new ones. Should equipment be insured for an amount less than its replacement value, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.

*Scenario: If the correct replacement value for specialised machine amounts to R300 000, but you chose to insure the item for R180 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R30 000.*

*Average is calculated as follows: Insured value ÷ actual value x loss*

*Based on the scenario above, the calculation would be: (R180 000 ÷ R300 000) x R50 000 = R30 000*
- Items that are imported should be insured for a value that takes fluctuations in the exchange rate into account.

### The Policyholder's Obligations

In order for MiWay to validate a claim, the policyholder must ensure that accurate up-to-date records are kept regarding the purchase, sale and service history of equipment.

## WHAT IS **COVERED** UNDER ELECTRONIC AND SPECIALISED EQUIPMENT?

The policyholder has the option to select the risks Electronic and Specialised Equipment should be covered for and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet, if all risks are selected, the Coversheet will state that items are covered comprehensively. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been chosen.

The following risks are available for selection:

- ✓ **Malicious**  
Intentional damage caused by a third party
  - ✘ There will be no cover for malicious damage:
    - ◆ where the property is unoccupied, illegally occupied, vacant or abandoned
    - ◆ caused by chipping, scratching, overheating, denting or cracking which does not affect the operating process of the item
- ✓ **Impact**  
Loss or damage caused by:
  - aircraft and articles dropped from them
  - impact by vehicles
  - impact by falling trees and trees cut down by a professional tree feller
- ✓ **Theft**  
Theft or any attempted theft
  - ✘ There will be no cover for loss or damage caused by theft:
    - ◆ if the building is vacant, abandoned or illegally occupied
    - ◆ if any other building on the Business Property is illegally occupied
    - ◆ where the Business Property is unoccupied for more than 60 consecutive days
    - ◆ should there be no visible signs of forced entry to the Business Property



- ◆ from buildings other than that which is noted on the Coversheet
- ◆ if the building is being altered or under construction

#### ✓ **Fire and Explosion**

Loss or damage caused by fire or explosion

- ▶ Discharge or leakage from fire extinguishing equipment is also covered provided that such equipment has been maintained and regularly serviced by a SAQCC accredited service provider
- ✘ There will be no cover for fire or explosion if the building is illegally occupied, vacant or abandoned

#### ✓ **Storm, Wind, Hail, Snow & Earthquake**

Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake

- ✘ excluding earthquake or earth tremor arising from any mining operations

#### ✓ **Lightning**

Loss or damage caused by lightning

#### ✓ **Geyser and Pipes**

- ▶ Loss or damage following the leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of the building.
- ▶ Loss or damage caused by the bursting or leaking of cisterns or fixed water tanks and other apparatus forming part of the building
- ▶ Resultant damage caused by escape of water or oil from a defective water or oil-fired heating installation forming part of the building
- ✘ There will be no cover under the Geyser and Pipes risk where the loss or damage was caused by or resulted from gradual deterioration, wear and tear, rust, decay, cracking, splitting, corrosion, faulty materials and workmanship or latent defects or where the water leakage was not caused by a sudden and unforeseen incident

### **ADDITIONAL COVER**

In the event of a valid claim for the Electronic and Specialised Equipment, the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ Equipment transported away from the address noted on the Coversheet whilst in transit for servicing or maintenance purposes.
  - ✘ There is no cover for theft from unattended vehicles, where there are no visible signs of forced entry to the vehicle, of items:
    - ◆ not concealed within a cubbyhole or locked boot
    - ◆ stored on the load bed of a vehicle unless the vehicle is fitted with a canopy and its windows have a film affixed with minimum of 100 micron and visibility of 35% or less
    - ◆ not concealed under or behind locked tarpaulin covers

### **OPTIONAL ADD-ON COVER**

The following is only covered up to the amount selected or the insured value, whichever is applicable, if it is selected and noted as included on the Coversheet together with the appropriate premium applicable:

#### **Accidental**

Loss or damage caused accidentally.

- ✘ There will be no cover for accidental damage:
  - ◆ where the property is unoccupied, illegally occupied, vacant or abandoned
  - ◆ caused by chipping, scratching, overheating, denting or cracking which does not affect the operating process of the item

#### **Additional Cost of Working**

Additional costs incurred in order to proceed with business activities following a valid claim for a reasonable period.

*Scenario: Whilst waiting for a piece of equipment to be replaced by the manufacturer following a valid claim, you are able to employ three contract workers to complete the same process as the equipment, the costs for employing the workers is covered until the equipment has been replaced.*

#### **Machinery Breakdown**

Damage or loss caused by mechanical, electrical or electronic failure when an item is no longer under warranty, provided the equipment is cleaned, maintained and serviced according to the manufacturer's specifications. Cover is confined to the affected part of the machine and MiWay will only pay the cost of the affected part. The cost of any necessary dismantling and erection is not covered.

- ✘ There is no cover in the following instances:



- ◆ incorrect use or incorrect operation
- ◆ when installing, repairing or servicing
- ◆ when property is being moved

### Power Surges and Dips

Loss or damage caused by power surges and dips.

### Incompatibility Cover

Should an item be replaced following a valid claim, but an undamaged item with which it used to be compatible is rendered obsolete or is not compatible with the replacement item, the cost to make these items compatible is covered including the replacement of the undamaged item if necessary.

*Scenario: A printer is damaged and replaced following a valid claim, but software is required to make the printer compatible with a particular computer. The costs for the software are covered should this optional cover have been selected.*

### Subsidence and Landslip

Damage caused by the movement of land resulting from natural shifts or human activity, causing structural damage to the property where the item is kept.

- ✘ If the movement is caused by any of the following there will be no cover:
  - ◆ volume changes in clay-based soil or in rock caused by changes in the moisture or water content
  - ◆ excavations, other than mining excavations
  - ◆ removal of or weakening of supporting pillars
  - ◆ normal settlement, shrinkage or expansion of the dwelling
  - ◆ damage which existed at the commencement of the policy
  - ◆ faulty design, construction or inadequate compaction
  - ◆ damage caused as a result of any alterations, additions or repairs
  - ◆ earthquake or earth tremor arising from mining operations
- ✘ There will be no cover for subsidence and landslip where the building structure was not designed and signed-off by a structural engineer.

### Reinstatement of Data/Software

Following a valid claim, all reasonable costs to reinstate data and reinstall licensed software on electronic equipment will be covered up to the cover limit as noted on the Coversheet.

- ✘ There is no cover should the loss be due to programme errors, incorrect entry, cancellation, deletion or corruption of data and software.

## WHAT IS NOT COVERED UNDER ELECTRONIC AND SPECIALISED EQUIPMENT?

- ✘ Any additional costs resulting from the unavailability of matching material
- ✘ Any financial or indirect loss due to the loss of, damage to or digital corruption of an item
 

*Scenario: A computer server that gets hacked and data is lost or stolen. This is not a direct loss of the equipment but an indirect financial loss which will not be covered under this section of the policy.*

## Buildings

Building cover refers to the particular structure at the Business Property's risk address noted on the Coversheet that is owned by the policyholder or for which it is responsible, which may include alterations by the policyholder as the tenant of the building. Building cover extends to gates, driveways, fixtures, fittings, boundary walls, gate motors, electric fences, intercom systems and other improvements.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ betterment
  - ▶ depreciation
  - ▶ under-insurance
- The building must be insured for its total replacement value, which is the cost of rebuilding the structure should there be a total loss. When calculating the replacement value an additional 10 - 15% should be added in the eventuality of a total loss to cater for the following:
  - ▶ professional and municipal fees
  - ▶ debris removal



- ▶ making the site safe
- ▶ demolition charges
- Should the building be insured for an amount less than its replacement value, the policyholder will be underinsured and average will be applied in the event of a valid claim. MiWay will pay the claim proportionately. Each building noted on the Coversheet will separately be subject to this condition.

**Scenario:** *If the correct replacement value for the building amounts to R1 000 000, but you chose to insure the item for R500 000, you will only be paid out 50% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R25 000.*

*Average is calculated as follows: Insured value ÷ actual value x loss*

*Based on the scenario above, the calculation would be: (R500 000 ÷ R1 000 000) x R50 000 = R25 000*

## WHAT IS COVERED UNDER BUILDINGS?

The policyholder has the option to select the risks the building should be covered for and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet, if all risks are selected, the Coversheet will state that comprehensive cover was selected. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been selected.

The following risks are available for selection:

- ✓ **Accidental and Intentional**  
Loss or damage caused accidentally and intentional damage caused by a third party
- ✓ **Impact**  
Loss or damage caused by:
  - ▶ aircraft and articles dropped from them
  - ▶ impact by vehicles
  - ▶ impact by falling trees and trees cut down by a professional tree feller
- ✓ **Theft**  
Theft of or any damage caused by attempted theft of fixtures and fittings attached or linked to the building
  - ✗ There will be no cover for loss or damage caused by theft and other intentional acts:
    - ◆ if the building is vacant, abandoned or illegally occupied
    - ◆ if any other building on the Business Property is illegally occupied
    - ◆ where the Business Property is unoccupied for more than 60 consecutive days
    - ◆ should there be no visible signs of forced entry to the Business Property
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion
  - ▶ Discharge or leakage from fire extinguishing equipment is also covered provided that such equipment has been maintained and regularly serviced by a SAQCC accredited service provider
  - ✗ There will be no cover for fire or explosion if the building is illegally occupied, vacant or abandoned
- ✓ **Storm, Wind, Hail, Snow & Earthquake**  
Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake
  - ✗ excluding earthquake or earth tremor arising from any mining operations
- ✓ **Lightning**  
Loss or damage caused by lightning
- ✓ **Geyser and Pipes**
  - ▶ Loss or damage following the leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of the building. There will be cover for:
    - the repair or the replacement of the item as well as its components, such as thermostats, elements and valves
    - the resultant water damage to the property in the event of a valid claim
  - ▶ Loss or damage caused by the bursting or leaking of cisterns or fixed water tanks and other apparatus forming part of the building
  - ▶ Resultant damage caused by escape of water or oil from a defective water or oil-fired heating installation forming part of the building
  - ✗ There will be no cover under the Geyser and Pipes risk where the loss or damage was caused by or resulted from gradual deterioration, wear and tear, rust, decay, cracking, splitting, corrosion, faulty materials and workmanship or latent defects or where the water leakage was not caused by a sudden and unforeseen incident



## ADDITIONAL COVER

In the event of a valid claim the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- ✓ Construction & Alterations
  - ▶ Damage to the building as a result of doing alterations and additions to the building
  - ▶ Loss or damage occurring during construction or alteration, caused by an incident for which the policyholder can claim. This includes cover for building materials, fixtures and fittings, which the policyholder owns or for which the policyholder is responsible
  - ✗ There is no cover:
    - ◆ where acts of nature (wind, thunder, lightning, storm, hail, flood or snow) either cause or contribute to the damage of unroofed or partially roofed structures
    - ◆ for stolen building materials and unfitted fixtures and fittings, unless they are stored inside the building and there are visible signs of forced entry
    - ◆ for glass and sanitary ware which are accidentally broken
    - ◆ for any related liability
- ✓ Loss of Water
  - ▶ Loss of water in the event of a valid claim is covered if the quarterly reading of water consumption exceeds the average of the previous four quarterly readings by 50% or more
    - The cost of such additional water consumed will be covered up to a limit of R10 000
    - The cover is limited to two separate incidents in any 12-month period
  - ✗ There will be no cover:
    - ◆ for the loss of water if the policyholder on the discovery of a leak (by physical evidence or on receipt of an abnormally high water account) did not take immediate steps to repair the pipe(s) affected
    - ◆ for the cost of refilling of swimming or other pools or ponds
    - ◆ for the loss of water whilst a building is unoccupied for a period of more than 30 consecutive days
    - ◆ for the loss of water as a result of leaking taps, geysers, toilet systems, swimming pools and storage tanks

## OPTIONAL ADD-ON COVER

The following is only covered if selected and noted as included on the Coversheet together with the appropriate premium applicable and where applicable limited to the amount noted on the Coversheet:

### Public Services and Telephone Connections

Damage to water, sewerage, gas, electricity and telephone connections between the insured building and the public supply or main connection is covered.

### Loss of Rent

Where the policyholder is the landlord letting the building to a tenant and the premises is uninhabitable following a valid claim, the loss of rent is covered for the reasonable time it will take to make the building habitable again limited to 25% of the sum insured. Where the policyholder occupies the property and the premises is uninhabitable following a valid claim, the costs of temporarily renting a suitable premises is covered for the reasonable time it will take to make the building habitable again limited to 25% of the sum insured.

The following is applicable to this cover:

- Prevention of access caused to any property that is within a 10km radius of the insured building, which prevents or hinders access to the insured premises is automatically included in Loss of Rent
- This cover is limited to 25% of the sum insured.

### Power Surges and Dips

Damage caused by power surges and dips.

### Glass and Signage

- Covers accidental or malicious damage to fixed internal and external glass as well as signage, sign-writing and window treatments.
- Following loss of or damage to glass, MiWay will also indemnify the insured for:
  - ▶ the cost of boarding up as may be reasonably necessary
  - ▶ the cost of removal and reinstallation of fixtures and fittings necessary for the replacement of the glass
- ✗ The following is not covered:
  - ◆ loss or damage to any glass where the building is rented to a tenant and it is a condition of the lease agreement that the tenant will be responsible for accidental damage to glass
  - ◆ glass which, at the inception of this insurance, is cracked or broken



- ♦ defacement or damage other than a fracture through the entire thickness of the glass or any laminate thereof

### **Subsidence and Landslip**

Damage caused by the movement of land resulting from natural shifts or human activity, causing structural damage to the property.

- ✘ If the movement is caused by any of the following there will be no cover:
  - ♦ volume changes in clay-based soil or in rock caused by changes in the moisture or water content
  - ♦ excavations, other than mining excavations
  - ♦ removal of or weakening of supporting pillars
  - ♦ normal settlement, shrinkage or expansion of the dwelling
  - ♦ destruction of/or damage to water courses, boundary walls, garden, screen and retaining walls, gates, posts, fences, driveways, paving, swimming pool surrounds and tennis courts
  - ♦ damage which existed at the commencement of the policy
  - ♦ faulty design, construction or inadequate compaction
  - ♦ damage caused as a result of any alterations, additions or repairs
  - ♦ earthquake or earth tremor arising from mining operations
- ✘ There will be no cover for subsidence and landslip where the building structure was not designed and signed-off by a structural engineer.

### **Machinery Breakdown**

Damage or loss caused by mechanical, electrical or electronic failure when an electronic item covered under the Building section is no longer under warranty, provided the equipment is cleaned, maintained and serviced according to the manufacturer's specifications. Damage is confined to the affected part of the machine and MiWay will only pay the cost of the affected part. The cost of any necessary dismantling and erection is not covered.

Should higher limits be required than that stated on the Coversheet, such machinery should be specified under the Electronic and Specialised Equipment section. If the value of the item exceeds this limit as stated on the Coversheet then the item is only covered for Impact, Fire and Explosion and Acts of Nature, if those risks have been selected.

- ✘ There is no cover in the following instances:
  - ♦ incorrect use or incorrect operation
  - ♦ when installing, repairing or servicing
  - ♦ damage resulting from experiment, overload or testing

### **WHAT IS NOT COVERED UNDER BUILDINGS?**

Damage caused to or aggravated by or resulting from:

- ✘ leakage or discharge from any sprinkler or drencher system unless following an insured event
- ✘ undergoing any process involving the use or application of water other than for the purpose of extinguishing or controlling the event of fire
- ✘ rising damp or a lack of damp course (DPC)
- ✘ structural failure, contraction and expansion, structural stress transmission, adhesion failure or structural intervention
- ✘ tidal wave irrespective of cause
- ✘ the underground workings of any mine including mine related earth tremor
- ✘ defective or ineffective construction or workmanship, any defective product or material in any building or structure or part thereof
- ✘ defective or ineffective design
- ✘ the process of structural, mechanical or electrical alteration or testing
- ✘ cessation or interruption of any public, municipal or contractual supply of water or electricity due to the policyholder's act or omission or with the policyholder's prior knowledge
- ✘ an electrical surge, current fluctuation and/or short-circuiting other than damage directly caused by lightning strike and surge, or as such results in fire damage to the building unless Power Surge and Dips cover is selected and is noted as included on the Coversheet
- ✘ failure to take all reasonable precautions for the maintenance and safety of the property
- ✘ total or partial interruption of work and/or of any process or operation
- ✘ retaining walls unless designed and signed-off by a structural engineer
- ✘ an attempt to remove property from any premises owned or occupied by the policyholder
- ✘ filtration systems, water pumps or fixed agricultural watering systems



# Money

Money refers to bank and currency notes, unused postal and money orders, bills of exchange, promissory notes, current postage, revenue and other negotiable stamps, traveller's cheques, securities, credit card vouchers, airtime vouchers and any documents negotiable for money at face value.

## Insured Value

- The Coversheet reflects the cover limit, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
- Loss of money while contained in a locked safe or strong room outside of business hours is only covered if the After Trading Hours cover is noted as included on the Coversheet together with the appropriate premium applicable.
- Crossed cheques, crossed money or postal orders are limited to R20 000.
- The cover limit is conditional on the safe category as shown on the Coversheet.

## The Policyholder's Obligations

In order for MiWay to validate a claim, the policyholder must ensure that accurate up-to-date records are kept regarding the amount of money kept at any given point. In the event of a valid claim, full accounting records have to be submitted to MiWay for verification.

## Territories where cover is effective

Money is only covered at the address noted on the Coversheet.

## WHAT IS COVERED UNDER MONEY?

The policyholder has the option to select the risks Money should be covered for and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet, if all risks are selected, the Coversheet will state that items are covered comprehensively. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been chosen.

The following risks are available for selection:

- ✓ **Malicious**  
Intentional damage caused by a third party
  - ✗ There will be no cover for malicious damage:
    - ◆ where the property is unoccupied, illegally occupied, vacant or abandoned
- ✓ **Theft**  
Theft or any attempted theft
  - ✗ There will be no cover for loss or damage caused by theft or attempted theft:
    - ◆ where the premises are unoccupied, illegally occupied, vacant or abandoned
    - ◆ from buildings other than that which is noted on the Coversheet
    - ◆ if the building is being altered or under construction
    - ◆ should there be no visible signs of forced entry
    - ◆ in an unlocked safe or strong room while the portion of the premises containing the safe or strong room is unattended
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion
  - ✗ There will be no cover for fire or explosion if the premises are illegally occupied, vacant or abandoned
- ✓ **Storm, Wind, Hail, Snow & Earthquake**  
Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake
  - ✗ excluding earthquake or earth tremor arising from any mining operations
- ✓ **Lightning**  
Loss or damage caused by lightning
- ✓ **Impact**  
Loss or damage caused by:
  - ▶ aircraft and articles dropped from them
  - ▶ impact by vehicles
  - ▶ impact by falling trees and trees cut down by a professional tree feller



## ✓ **Geyser and Pipes**

- ▶ Loss or damage following the leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of the building
- ▶ Loss or damage caused by the bursting or leaking of cisterns or fixed water tanks and other apparatus forming part of the building
- ▶ Resultant damage caused by escape of water or oil from a defective water or oil-fired heating installation forming part of the building
- ✗ There will be no cover under the Geyser and Pipes risk where the loss or damage was caused by or resulted from gradual deterioration, wear and tear, rust, decay, cracking, splitting, corrosion, faulty materials and workmanship or latent defects or where the water leakage was not caused by a sudden and unforeseen incident

## **ADDITIONAL COVER**

In the event of a valid claim the following is only covered up to the amount stated if it is reflected as included on the Coversheet:

- Damage to safes and other containers meant to hold money following a valid claim
- Uninsured personal effects belonging to the policyholder, directors or employees are covered following a valid claim for loss or damage
- Emergency medical costs for any policyholder, directors or employees injured as a result of the insured event

## **OPTIONAL ADD-ON COVER**

The following is only covered if selected and noted as included on the Coversheet together with the appropriate premium applicable and where applicable limited to the amount noted on the Coversheet:

### **After Trading Hours**

Covers losses after normal trading hours. Money must be held in an SABS approved locked safe or strong room.

### **Cash in Transit**

Covers theft of amounts of less than R10 000 whilst money is in transit to be banked. When Money is being transported, the trip to the bank should be uninterrupted.

### **Offsite Trading**

Covers losses when trading away from the Business Property address up to the maximum amount as noted on the Coversheet.

## **WHAT IS NOT COVERED UNDER MONEY?**

- ✗ Loss of or damage to money:
  - ◆ arising from dishonesty of any person(s) in the employ of the insured not discovered within 14 working days
  - ◆ arising from shortage due to error or omission
  - ◆ arising from the use of keys to any safe or strong room unless the keys are obtained by violence or threats of violence
  - ◆ when cash in transit exceeds R10 000. In these instances, the services of a professional security company must be utilised
  - ◆ when caused or contributed to by trustee or employee
  - ◆ or contributed to by any employee after you've become aware that such employee has committed any fraud or have been dishonest
  - ◆ following consequential losses of any kind
  - ◆ when lost by any electronic means
  - ◆ when money is found to be counterfeit
  - ◆ in the case that the money belongs to guests or clients

## **Stock**

This section refers to the Stock which belongs to the policyholder or for which it is responsible stored inside a particular Business Property at the address noted on the Coversheet.

Stock is defined as:



- Raw materials
- Goods manufactured or traded
- Stock belonging to other parties that are in the policyholder's possession and for which the policyholder is responsible

Stock that is transported away from the address noted on the Coversheet must be covered under the Goods in Transit section. Stock outside a building is only covered if the stock is designed to exist or operate outside.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a total loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- Stock needs to be insured for its total replacement value. This is the cost of replacing lost or damaged item(s) with new ones. Should the Stock be insured for an amount less than its replacement value, the policyholder will be underinsured and average will be applied to the claim. MiWay will pay the claim proportionately.
 

*Scenario: If the correct replacement value for Stock amounts to R300 000, but you chose to insure the items for R180 000, you will only be paid out 60% of the claimed amount. If your claim amounts to R50 000 it would be reduced to R30 000.*

*Average is calculated as follows: Insured value ÷ actual value x loss*

*Based on the scenario above, the calculation would be: (R180 000 ÷ R300 000) x R50 000 = R30 000*
- Costs for the following must be included in the insured value:
  - ▶ Debris removal
  - ▶ Taxes, freight transport and duties

### The Policyholder's Obligations

In order for MiWay to validate a claim, the policyholder must ensure that accurate up-to-date records are kept regarding the purchase, sale, processing and stocktake of any Stock.

### WHAT IS COVERED UNDER STOCK?

The policyholder has the option to select the risks Stock should be covered for and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been chosen.

The following risks are available for selection:

- ✓ **Malicious**  
Intentional damage caused by a third party
  - ✗ There will be no cover for malicious damage:
    - ◆ where the property is unoccupied, illegally occupied, vacant or abandoned
- ✓ **Impact**  
Loss or damage caused by:
  - ▶ aircraft and articles dropped from them
  - ▶ impact by vehicles
  - ▶ impact by falling trees and trees cut down by a professional tree feller
- ✓ **Theft**  
Theft or attempted theft
  - ✗ There will be no cover for loss or damage caused by theft or attempted theft:
    - ◆ where the premises are unoccupied, illegally occupied, vacant or abandoned or where the unit in which loss or damage occurred is illegally occupied or abandoned
    - ◆ should there be no visible signs of forced entry
    - ◆ from buildings other than that which is noted on the Coversheet
    - ◆ if the building is being altered or under construction
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion



- ▶ Discharge or leakage from fire extinguishing equipment is also covered provided that such equipment has been maintained and regularly serviced by a SAQCC accredited service provider
- ✘ There will be no cover for fire or explosion if the premises are illegally occupied, vacant or abandoned
- ✓ **Storm, Wind, Hail, Snow & Earthquake**  
Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake
- ✘ excluding earthquake or earth tremor arising from any mining operations
- ✓ **Lightning**  
Loss or damage caused by lightning
- ✓ **Geyser, Pipes and Sprinklers**
  - ▶ Loss or damage following the leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of the building
  - ▶ Loss or damage caused by the bursting or leaking of cisterns or fixed water tanks and other apparatus forming part of the building
  - ▶ Resultant damage caused by escape of water or oil from a defective water or oil-fired heating installation forming part of the building
  - ✘ There will be no cover for Stock under the Geyser and Pipes risk where the loss or damage was caused by or resulted from gradual deterioration, wear and tear, rust, decay, cracking, splitting, corrosion, faulty materials and workmanship or latent defects or where the water leakage was not caused by a sudden and unforeseen incident

## OPTIONAL ADD-ON COVER

The following is only covered up to the amount selected or the insured value, whichever is applicable, if it is selected and noted as included on the Coversheet together with the appropriate premium applicable:

### Accidental

Loss or damage caused accidentally.

- ✘ There will be no cover for accidental damage:
  - ◆ where the property is unoccupied, illegally occupied, vacant or abandoned
  - ◆ caused by chipping, scratching, overheating, denting or cracking which does not affect the operating process of the item

### Deterioration of Stock

- Damage to refrigerated stock caused by a rise or drop in temperature for a period of at least 24 consecutive hours following the breakdown of refrigeration equipment due to wear & tear, power or gas supply interruption or an insured event. All reasonable steps must have been taken to minimise the loss.
- What is **not covered** under Deterioration of Stock?
  - ✘ If the refrigeration unit has not been serviced or maintained according to the manufacturer's required timeframes and by approved agents of the manufacturer
  - ✘ Where the airflow within the unit is insufficient due to poor packaging

### Power Surges and Dips

Loss or damage caused by power surges and dips.

### Subsidence and Landslip

Damage caused by the movement of land resulting from natural shifts or human activity, causing structural damage to the property.

- ✘ If the movement is caused by any of the following there will be no cover:
  - ◆ volume changes in clay-based soil or in rock caused by changes in the moisture or water content
  - ◆ excavations, other than mining excavations
  - ◆ removal of or weakening of supporting pillars
  - ◆ normal settlement, shrinkage or expansion of the dwelling
  - ◆ damage which existed at the commencement of the policy
  - ◆ faulty design, construction or inadequate compaction
  - ◆ damage caused as a result of any alterations, additions or repairs
  - ◆ earthquake or earth tremor arising from mining operations
- ✘ There will be no cover for subsidence and landslip where the building structure was not designed and signed-off by a structural engineer.



## Shoplifting Cover

Losses incurred as a result of shoplifting. In order for MiWay to validate and pay a shoplifting claim, CCTV footage or other indisputable proof is required.

## WHAT IS NOT COVERED UNDER STOCK?

- ✘ Loss or damage to money or cheques and other negotiable instruments
- ✘ Any additional costs resulting from the unavailability of matching material
- ✘ Any consequential losses
- ✘ Stock not in the policyholder's custody and control

## MOTOR TRADERS

The Motor Traders section covers the policyholder against claims for loss or damage to vehicle stock that is in the policyholder's custody and control at the time of an incident and occurs in the ordinary course of or in association with the policyholder's business.

### Vehicle stock

Vehicle stock is defined as:

- Cars & Bakkies
- Vans & Trucks
- Buses
- Special Purpose Vehicles
- Motorcycles
- Trailers

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a loss. The following amounts will be deducted from the insured value when settlement of the claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ betterment
  - ▶ depreciation

In the event of a total loss, MiWay will pay out the replacement value of the vehicle stock, this amount may not exceed the loss limit.

### The Policyholder's Obligations

In order for MiWay to validate a claim, the policyholder must ensure that accurate up-to-date records are kept regarding the purchase, sale, processing and stocktake of any vehicle stock.

## Internal Motor Traders

This section covers vehicle stock while at the Business Property address noted on the Coversheet.

## WHAT IS COVERED UNDER INTERNAL MOTOR TRADERS?

The policyholder has the option to select the risks that should be covered and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been selected.

The following risks are available for selection:

- ✓ **Accident & Intentional**  
Loss or damage caused:
  - ▶ accidentally
  - ▶ intentionally by a third party
- ✓ **Impact**  
Loss or damage caused by:
  - ▶ aircraft and articles dropped from them
  - ▶ impact by a vehicle



- ▶ impact by falling trees and trees cut down by a professional tree feller

### ✓ **Theft**

Loss or damage caused by theft or burglaries

- ✗ There will be no cover for loss or damage caused by theft and burglaries:
  - ◆ if the building is vacant, abandoned or illegally occupied
  - ◆ if any other building on the Business Property is illegally occupied
  - ◆ where the Business Property is unoccupied for more than 60 consecutive days
  - ◆ from a business property other than that which is noted on the Coversheet
  - ◆ if the Business Property is being altered or is under construction

### ✓ **Fire and Explosion**

Loss or damage caused by fire or explosion

- ▶ Discharge or leakage from fire extinguishing equipment is also covered provided that such equipment has been maintained and regularly serviced by a SAQCC accredited service provider
  - ✗ There will be no cover for fire or explosion if the Business Property is illegally occupied, vacant or abandoned

### ✓ **Storm, Wind, Hail, Snow & Earthquake**

Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake

- ✗ Excluding earthquake or earth tremor arising from any mining operations

### ✓ **Lightning**

Loss or damage caused by lightning

### ✓ **Towing and Recovery**

- ▶ Reasonable towing and storage costs to tow and store the vehicle at the nearest repairer
- ▶ Wreckage removal in the case that the vehicle stock needs to be recovered from a site before it can be towed, on condition that the services of a MiWay approved towing operator was used
- ▶ The amount stated on the Coversheet is the annual cover limit per policy year for each specific type of vehicle stock
- ▶ Additional cover can be purchased to increase the limit

### ✓ **Geyser and Pipes**

- ▶ Loss or damage to vehicle stock following the leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of the building/s on the Business Property
- ▶ Loss or damage caused by the bursting or leaking of cisterns or fixed water tanks and other apparatus forming part of the building/s on the Business Property
- ▶ Resultant damage caused by the escape of water or oil from a defective water or oil-fired heating installation forming part of the building/s on the Business Property
- ✗ There will be no cover under the Geyser and Pipes risk where the loss or damage was caused by or resulted from gradual deterioration, wear and tear, rust, decay, cracking, splitting, corrosion, faulty materials and workmanship or latent defects or where the water leakage was not caused by a sudden and unforeseen incident

### ✓ **Third Party Liability**

- ▶ Liability cover provides indemnity where the policyholder is legally liable to pay compensation to a third party. Liability must have arisen in the normal course of business and at the Business Property noted on the Coversheet.
- ▶ What is **not covered** under Liability to Other Parties?
  - ✗ Liability for loss of or damage to:
    - ◆ the property of the policyholder or any of the policyholder's members, employees, drivers, or any person that has the authorisation from the afore-mentioned to drive or operate the vehicle stock
    - ◆ any object being towed by the vehicle stock
    - ◆ the vehicle stock
    - ◆ property caused by Tools of Trade
  - ✗ Liability where the vehicle stock claim was rejected

## **OPTIONAL ADD-ON COVER**

The following is only covered up to the amount selected or the insured value, whichever is applicable, if it is selected and noted as included on the Coversheet together with the appropriate premium applicable:



## Subsidence and Landslip

Damage caused to the vehicle stock by the movement of land resulting from natural shifts or human activity, causing structural damage to the property.

- ✘ If the movement is caused by any of the following there will be no cover:
  - ◆ volume changes in clay-based soil or in rock caused by changes in the moisture or water content
  - ◆ excavations, other than mining excavations
  - ◆ removal of or weakening of supporting pillars
  - ◆ normal settlement, shrinkage or expansion of the dwelling
  - ◆ damage which existed at the commencement of the policy
  - ◆ faulty design, construction or inadequate compaction
  - ◆ damage caused as a result of any alterations, additions or repairs
  - ◆ earthquake or earth tremor arising from mining operations
- ✘ There will be no cover for subsidence and landslip where the building structure on the Business Property was not designed and signed-off by a structural engineer.

## Car, Van and Truck Hire

- Following an incident for which you have had a valid claim, MiWay will provide you with a hired vehicle, where the vehicle stock:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked
- You will need to pay:
  - ▶ the security deposit, running costs, including any additional mileage which will be charged for by the rental company as well as the collection and delivery fees
  - ▶ the excess in the event of a claim for loss of or damage to the hired vehicle
- The hired vehicle is available for the maximum period selected or until the claim is finalised if it is within the selected period, whichever date is the earliest. If the insured vehicle is still drivable following an incident, the hired vehicle is available from the date that the vehicle is dropped off at the repairer. The Coversheet reflects the relevant period as well as the rental vehicle type chosen.

## Vehicle Loss of Use

- Following an incident for which you have a valid claim, MiWay will pay you an amount per day, where the vehicle stock:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked
- The daily rate and number of days selected is noted on the Coversheet.
- MiWay will pay for the daily loss of use from the date that the vehicle stock is booked in at the repairer or in the case where the vehicle stock is not drivable or stolen, from the date of the incident up until the following, whichever happens first:
  - ▶ the vehicle stock is repaired and ready for collection
  - ▶ the number of days chosen has been reached
  - ▶ the claim is finalised (in the case of total loss)

*Scenario: In the event that you have modified your truck by installing a cooling unit, a similar replacement vehicle will be difficult to source while your truck is being repaired. To avoid financial loss whilst your truck is being repaired, should the loss of use option have been chosen, MiWay will compensate you based on the value and period that you chose by means of a lump sum payment.*

## Glass & Signage

Loss or damage to window glass as well as signage, sign-writing and window treatments.

## Locks and Keys

The replacement fees for lost keys and remotes as well as the replacement of locks.

## WHAT IS NOT COVERED UNDER INTERNAL MOTOR TRADERS?

- ✘ Any incident on a public road
- ✘ Damage to the vehicle stock sustained while it is being worked upon and directly resulting from such work.
- ✘ Damage from or as a result of hoists or lifts
  - ◆ if operated by a person not qualified to do so
  - ◆ if the vehicle stock is lifted higher than 2 meters
- ✘ Any additional costs resulting from the unavailability of matching material, parts or spares



## External Motor Traders

This section refers to vehicle stock while away from the Business Property, but which is still in the custody and control of the policyholder. This section covers the policyholder or any third party authorised by the policyholder to drive or operate any of the vehicle stock against own damage suffered to vehicle stock as well as claims against the policyholder for loss or damage to property.

*Scenario: The policyholder owns a vehicle repair business, an employee is involved in an accident while test driving a client's vehicle following the repair, the policyholder as the employer can be held liable for the damage caused to the vehicle.*

### WHAT IS COVERED UNDER EXTERNAL MOTOR TRADERS?

The policyholder has the option to select the risks that should be covered and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on the Coversheet. Should any risks be deselected, the Coversheet will state that cover is limited and will only show those risks that have been selected.

The following risks are available for selection:

- ✓ **Accident & Intentional**  
Loss or damage caused:
  - ▶ accidentally
  - ▶ intentional by a third party
- ✓ **Impact**  
Loss or damage caused by:
  - ▶ aircraft and articles dropped from them
  - ▶ impact by a vehicle
  - ▶ impact by falling trees and trees cut down by a professional tree feller
- ✓ **Theft**  
Loss or damage caused by theft, hijacking, attempted theft or attempted hijacking
- ✓ **Fire and Explosion**  
Loss or damage caused by fire or explosion
- ✓ **Storm, Wind, Hail, Snow & Earthquake**  
Loss or damage caused by acts of nature like wind, thunder, storm, hail, flood, snow or earthquake
  - ✗ Excluding earthquake or earth tremor arising from any mining operations
- ✓ **Lightning**  
Loss or damage caused by lightning
- ✓ **Towing and Recovery**
  - ▶ Reasonable towing and storage costs to tow and store the vehicle at the nearest repairer
  - ▶ Wreckage removal in the case that the vehicle stock needs to be recovered from a site before it can be towed, on condition that the services of a MiWay approved towing operator was used
  - ▶ The amount stated on the Coversheet is the annual cover limit per policy year for each specific type of vehicle stock
  - ▶ Additional cover can be purchased to increase the limit
- ✓ **Third Party Liability**
  - ▶ Liability cover provides indemnity where the policyholder is legally liable to pay compensation to a third party. Liability must have arisen in the normal course of business and away from the Business Property
  - ▶ What is **not covered** under Liability to Other Parties?
    - ✗ Liability for loss of or damage to:
      - ◆ the property of the policyholder or any of the policyholder's members, employees, drivers, or any person that has the authorisation from the afore-mentioned to drive or operate the vehicle
      - ◆ any object being towed by the vehicle stock
      - ◆ the vehicle stock
      - ◆ property caused by Tools of Trade
    - ✗ Liability for death, bodily injury and/or emotional shock. Liability for death and bodily injury is covered by the Road Accident Fund in South Africa only
    - ✗ Liability where the insured vehicle stock claim was rejected
- ✓ **Roadside Assistance**
  - ▶ Roadside assistance for the vehicle stock is covered up to the amount stated on the Coversheet, which is the annual cover limit per policy year for all vehicle stock of the type noted on the Coversheet. Every type of vehicle stock covered under this policy has its own annual cover limit.
  - ▶ Additional cover can be purchased to increase the limit.



## OPTIONAL ADD-ON COVER

The following is only covered up to the amount selected or the insured value, whichever is applicable, if it is selected and noted as included on the Coversheet together with the appropriate premium applicable:

### Car, Van and Truck Hire

- Following an incident for which you have had a valid claim, MiWay will provide you with a hired vehicle, where the insured vehicle:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked
- You will need to pay:
  - ▶ the security deposit, running costs, including any additional mileage which will be charged for by the rental company as well as the collection and delivery fees
  - ▶ the excess in the event of a claim for loss of or damage to the hired vehicle
- The hired vehicle is available for the maximum period selected or until the claim is finalised if it is within the selected period, whichever date is the earliest. If the insured vehicle is still drivable following an incident, the hired vehicle is available from the date that the vehicle is dropped off at the repairer. The Coversheet reflects the relevant period as well as the rental vehicle type chosen.

### Vehicle Loss of Use

- Following an incident for which you have a valid claim, MiWay will pay you an amount per day, where the vehicle:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked
- The daily rate and number of days selected is noted on the Coversheet.
- MiWay will pay for the daily loss of use from the date that the vehicle is booked in at the repairer or in the case where the vehicle is not drivable or stolen, from the date of the incident up until the following, whichever happens first:
  - ▶ the vehicle is repaired and ready for collection
  - ▶ the number of days chosen has been reached
  - ▶ the claim is finalised (in the case of total loss)

*Scenario: In the event that you have modified your truck by installing a cooling unit, a similar replacement vehicle will be difficult to source while your truck is being repaired. To avoid financial loss whilst your truck is being repaired, should the loss of use option have been chosen, MiWay will compensate you based on the value and period that you chose by means of a lump sum payment.*

### Glass & Signage

Loss or damage to window glass as well as signage, sign-writing and window treatments.

### Locks and Keys

The replacement fees for lost keys and remotes as well as the replacement of locks.

### Driver Dishonesty

Cover against loss, damage, injury and liability which would otherwise have been excluded due to one of the exclusions listed below.

- If any person drives the vehicle stock:
  - ▶ with a licence that is endorsed for drunken or reckless and negligent driving
  - ▶ without a valid South African driving licence or, in the case of a foreign driving licence, without a valid International Driving Permit
  - ▶ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ▶ is legally required to have a professional driving permit (PDP) but does not
- If any person who drives the vehicle stock:
  - ▶ is under the influence of alcohol or drugs
  - ▶ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ▶ refuses to give either a breath or blood sample
- If the vehicle stock is involved in an accident and the person who drove the vehicle leaves the scene of the accident unlawfully.
- Loss of or damage to the vehicle stock when any member of the household or any person covered by this policy or employee of the policyholder used the vehicle stock without consent and failed to adhere to the terms and conditions of this policy.



- Loss or damage due to theft or attempted theft of the vehicle stock by any employee of the policyholder.
- Loss or damage to the vehicle stock as a result of the vehicle being unlocked and unattended for any period of time.
- Vehicle stock that exceed the carrying capacity that they were designed for whether in terms of passengers or cargo and are thus considered as being overloaded.

The exclusions listed above will be waived if the policyholder was not aware that the driver or employee was in breach of the policy condition and can prove to MiWay's satisfaction that, in the normal course of business, procedures and controls are in place and in operation to ensure that drivers and other employees comply with these policy conditions.

## WHAT IS NOT COVERED UNDER EXTERNAL MOTOR TRADERS?

- ✘ If any person drives the vehicle stock:
  - ◆ with a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ without a valid South African driving licence or, in the case of a foreign driving licence, without a valid International Driving Permit
  - ◆ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ◆ is legally required to have a professional driving permit (PDP) but does not
- ✘ If any person who drives the vehicle stock:
  - ◆ is under the influence of alcohol or drugs
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a breath or blood sample
- ✘ If the vehicle stock is involved in an accident and the person who drove the vehicle stock leaves the scene of the accident unlawfully
- ✘ Loss of or damage to the vehicle stock when any member of the household or any person covered by this policy or employee of the policyholder used the vehicle stock without consent and failed to adhere to the terms and conditions of this policy
- ✘ Loss or damage due to theft or attempted theft of the vehicle stock by any employee of the policyholder
- ✘ Loss or damage to the vehicle stock as a result of the vehicle stock being unlocked and unattended for any period of time
- ✘ Vehicle stock that exceed the carrying capacity that they were designed for whether in terms of passengers or cargo and are thus considered as being overloaded

The above exclusions will not apply if **Driver Dishonesty** cover is selected and if the conditions of cover explained further under the Driver Dishonesty section were met.

- ✘ Where the vehicle stock is used for any purpose other than test driving, demonstration to clients, authorised travel by employees with vehicle stock (demo vehicles) or transit between sites required as part of the Policyholder's normal course of business as noted on the Coversheet
- ✘ Where the vehicle stock is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation
- ✘ Vehicle stock that were not maintained and serviced regularly as required by the manufacturer
- ✘ Damage to the vehicle stock caused as a result of misfuelling (incorrect fuel in the vehicle stock)
- ✘ Should the vehicle stock carry hazardous goods, there will be no cover unless MiWay has also insured the associated Goods in Transit
- ✘ Any claim for loss, damage, death, injury or liability, which is caused in the process of, by or results from mechanical, electrical or electronic breakdown, defect or failure
- ✘ Vandalism or theft of the vehicle stock if the vehicle stock is abandoned following an accident
- ✘ Any loss, damage or liability outside of the Republic of South Africa
- ✘ Any loss, damage or liability more appropriately covered under Motor Traders Internal risks
- ✘ There is no Roadside Assistance cover outside the borders of the Republic of South Africa

## BUSINESS INTERRUPTION

This section refers to cover for loss of business income (turnover) caused by an incident that hinders the company's operations, e.g. natural disaster or a fire at the premises. This loss must occur in the normal course of business and at the risk address noted on your Coversheet.



## Insured Value

- The Coversheet reflects the insured value, which is the maximum amount that will be paid on a valid claim in the event of a loss. The following amounts will be deducted from the insured value when the settlement of the claim is calculated:
  - ▶ Dual insurance
  - ▶ Or the average will be applied to the claim. MiWay will pay the claim proportionately
- The insured value should be in line with the business' turnover to ensure sufficient cover to carry the business through a period of interruption. The policyholder must ensure that the insured value is updated on a regular basis as the business' turnover grows.

## Period of indemnity

The chosen indemnity period, as noted on the Coversheet, is the maximum time period for which Business Interruption cover will pay compensation following a valid Business Property claim that gave rise to the interruption.

## HOW MAY MIWAY COMPENSATE YOU?

Compensation payable is not limited to cash settlements. MiWay may, at its discretion, decide to provide alternative ways to minimise the loss of income.

***Scenario:** If the policyholder rents office space in an office park that gets badly damaged by a fire such that the office park has to be evacuated. MiWay may rent alternative office space in the same area to allow the policyholder to resume business activities as soon as possible instead of paying out a cash settlement for the rental expense that the policyholder continues to incur.*

## WHAT IS COVERED UNDER BUSINESS INTERRUPTION?

Business Interruption cover, if selected and noted on the Coversheet, will compensate for a loss in revenue caused by an insured event under a Business Property section noted on the Coversheet. That means there must be a valid underlying claim under a covered peril on one of the following sections in order to have a valid Business Interruption claim:

- Buildings
- Office Contents
- Electronic and Specialised Equipment
- Stock

The requirement for a valid underlying claim does not apply to a claim under Prevention of Access cover.

When selecting Business Interruption cover, the policyholder is automatically covered for:

### ✓ Fixed Expenses

- ▶ Fixed expenses (often referred to as overheads) covers the policyholder for operating expenses that the policyholder continues to incur despite a drop in revenue caused by an insured event covered under a Business Property section noted on the Coversheet.
- ▶ If the policyholder's monthly turnover decreases below a predefined level, as noted on the Coversheet under Decrease in Turnover Threshold, compensation will be paid in proportion to the decrease in turnover.

***Scenario:** The average monthly turnover is R1m and fixed operating expenses are on average R300 000 per month. If the monthly turnover drops from R1m to R500 000 as a result of a loss in production due to a fire at the insured building, then compensation of R150 000 per month will be paid until the building has been restored to allow production to return to previous levels. The turnover dropped by 50% and therefore 50% of fixed expenses are paid back to the policyholder as compensation for the interruption in normal business activities.*

The policyholder can also choose to be covered for:

### ✓ Loss of Operating Profit

- ▶ Operating Profit refers to the policyholder's earnings before tax, interest and depreciation.
- ▶ If this option is selected, compensation for the loss in operating profit is covered in addition to the compensation payable for Fixed Expenses due to a drop in revenue caused by an insured event covered under a Business Property section noted on the Coversheet. If the policyholder's monthly turnover decreases below a predefined level, as noted on the Coversheet under Decrease in Turnover Threshold, compensation will be paid in proportion to the decrease in turnover.

***Scenario:** Continuing the above scenario, operating profit from the R1m turnover was R200 000 per month. Assuming that operating profit also dropped by 50% means that the loss in operating profit was R100 000 and that would be paid out as compensation.*

### ✓ Additional working expenses

If this option is selected, compensation for additional expenses that the business incurs to remain operational and to minimise the loss in turnover is covered in addition to the compensation payable for Fixed Expenses. Any additional working expenses must be approved by MiWay before they are incurred.



## OPTIONAL ADD-ON COVER

The following is only covered up to the amount selected or the insured value, whichever is applicable, if it is selected and noted as included on the Coversheet together with the appropriate premium applicable:

### Prevention of Access

Cover is extended to include business interruption and a subsequent drop in turnover due to damage caused to any property that is within a 10km radius of the insured building, which prevents or hinders access to your premises.

### Specified Suppliers / Sub-contractors

Cover is extended to include business interruption and a subsequent drop in turnover due to material damage to the suppliers and/or sub-contractor's premises, which prevents them from delivering products or services to the policyholder. Only suppliers and subcontractors specified on the Coversheet is covered.

## WHAT IS NOT COVERED UNDER BUSINESS INTERRUPTION?

- \* Damage to or loss of the following that results in a loss of business income:
  - ◆ Goods in Transit
  - ◆ Business Vehicles
  - ◆ Business Trailers
  - ◆ Special Purpose Vehicles
  - ◆ Money
  - ◆ Business All Risk
  - ◆ Any property, premises or assets not insured on this policy under the Business Property section
- \* Loss or damage to or corruption of electronic programmes, data or software including any form of cyber attack
- \* Any financial or operational loss that is not directly attributable to the loss or damage of an insured item.  
*Scenario: A third party is taking legal action against the policyholder claiming that the products they bought were not manufactured according to agreed specifications. This subsequently leads to a loss of income as a result of the reputational damage the incident caused. This will not be covered by Business Interruption since there was no loss or damage to an insured item that caused the loss of income.*
- \* Any operating losses occurring in the normal course of business
- \* Bad debts

## STAFF DISHONESTY

This section refers to cover for losses arising from theft by Employees or fraudulent acts committed by Employees or by other parties colluding with employees.

### WHAT DOES THIS MEAN?

Wherever the following words or phrases appear under the Staff Dishonesty cover section, they will have the following meanings:

- Losses Discovered** Cover on a Losses Discovered basis is different to cover that works on a losses occurring basis and refers to any loss due to theft or fraud that is discovered during the period of insurance.
- Employee**
- Any person/s employed under a contract of service or apprenticeship with the policyholder.
  - Any person/s appointed by or on behalf of the policyholder to perform a contract for the provision of labour. Only contractors appointed to carry out the day-to-day operations of the business are included in this definition. Other contractors appointed to carry out ad-hoc work are not covered (for example: building contractors, caterers, carpet cleaners etc.)
  - Any person engaged by or seconded to the policyholder (including a volunteer worker) whilst performing any function for or on behalf of the policyholder.

### Insured Value

- The Coversheet reflects the insured value, which is the maximum amount as an Annual Aggregate which is the maximum amount that will be paid on a valid claim in the event of a loss. The following amounts will be deducted from the insured value when the settlement of the claim is calculated:
  - ▶ Excess
  - ▶ Dual insurance



Should a claim arise due to the actions of any of the policyholder's members, partners, directors or principals, the amount payable will be reduced by the extent of the person's involvement or shareholding in the business.

### Retroactive Cover

- Staff Dishonesty cover works on a Losses Discovered basis. This means that loss due to theft or fraud that is discovered during the period of insurance and arising from circumstances that occurred on and/or after the retroactive date and within the Republic of South Africa are covered.
- The retroactive date is either the inception date of this Staff Dishonesty cover or can be an agreed date in the past if the policyholder wants to be covered for potential staff dishonesty that happened before the inception date.
- The retroactive date and inception date for each section of Staff Dishonesty cover is noted on the Coversheet.  
*Scenario: The inception date is 1 January 2016, which means that the client can submit a claim to MiWay for theft or fraud discovered after 1 January 2016 for as long as the cover is in force. If the agreed retroactive date of the policy is 1 January 2015, the theft or fraudulent act must have occurred on or after 1 January 2015 otherwise it won't be covered under this policy.*

### The Policyholder's Obligations

- The policyholder must ensure that accurate up-to-date records are kept regarding the identification and contact details of all Employees.
- MiWay must be informed immediately of any material changes such as the number of Employees employed or a change in the core function of the business or the industry type as noted on the Coversheet.
- Take all necessary precautions to prevent theft or fraud.

### Reporting Requirement and Timeline

Incidents must be reported to the police within 24 hours of becoming aware of the incident and criminal charges must be laid against the relevant Employee(s) and cannot be withdrawn.

### WHAT IS COVERED UNDER STAFF DISHONESTY?

Staff Dishonesty cover will only cover theft or fraud by Employees of items insured for theft under one of the following Business Property or Business All Risk sections of this policy:

- ▶ Buildings
- ▶ Office Contents
- ▶ Electronic and Specialised Equipment
- ▶ Stock
- ▶ Money
- ▶ Business All Risk

The policyholder has the option to select the risks to be covered and will only enjoy cover for those risks that have been selected. The following risks are available for selection:

- ✓ **Theft**  
Any theft of property or money, by an Employee
- ✓ **Fraud**  
Any loss of property or money resulting from fraud by an Employee

### WHAT IS NOT COVERED UNDER STAFF DISHONESTY?

- ✗ Theft of or fraud involving:
  - ◆ Goods in Transit
  - ◆ Business Vehicles
  - ◆ Business Trailers
  - ◆ Special Purpose Vehicles
  - ◆ Any property, premises or assets not insured on this policy under the Business Property section
- ✗ Incidents discovered more than 12 months after the employment of the Employee involved with the theft or fraud has ended.
- ✗ Further losses incurred from the time that the policyholder became aware that the Employee committed fraud or theft
- ✗ Any consequential losses
- ✗ Staff dishonesty claims arising from cybercrime or social media claims through media manipulation

- ✘ Theft or Fraud committed via the use of electronic data processing, computer, data, program and software systems
- ✘ Incidents occurring before the policy retroactive date
- ✘ Liability claims against the policyholder

## LIABILITY INSURANCE

- Various and specific Liability cover can be selected and will be noted on the Coversheet. Irrespective of which cover is selected, the general terms and conditions that follow are applicable to all sections of this Liability cover unless stated otherwise.
- Liability cover provides indemnity where the policyholder or Covered Party is legally liable to pay compensation to a third party. The types of legal liability covered is limited to the sections noted on the Coversheet and explained in more detail below.
- Liability must have arisen in the normal course of business that is during activities that can reasonably be expected to be associated with the “Business Type” as noted on the Coversheet under “About the Policyholder”. This includes the policyholder’s related activities and where appropriate, property owners and tenants, the provision of canteen, social, sports, first aid, firefighting and welfare facilities for the benefit of the policyholder’s staff.
 

*Scenario: The policyholder is a legal firm which runs a canteen for staff. A guest becomes severely ill from a meal bought at the canteen. Even though the policyholder is not in the restaurant business the canteen is regarded as a related activity of the business.*

*The same legal firm organises a music concert to announce their sponsorship of the artist and the stage collapses during the event injuring dozens of people. This incident will not be covered since music concerts are not part of the normal course of business for a legal firm.*
- This Liability cover works on a “claims made” basis. This means that claims made against the policyholder or Covered Party during the period of insurance and arising from circumstances that occurred on and/or after the retroactive date and within the Republic of South Africa are covered as per the relevant sections noted on the Coversheet.
- The retroactive date is either the inception date of the cover or can (at the request of the policyholder and subject to acceptance by MiWay) be a date in the past if the policyholder wants to be covered for potential liability claims as a result of events that happened in the past.
- The retroactive date and inception date for each section of Liability cover is noted on the Coversheet.
 

*Scenario: The inception date is 1 January 2016 which means that the client can submit a claim to MiWay for claims made against it (by a third party) after 1 January 2016 for as long as the cover is in force. The retroactive date of the policy is 1 January 2015, which means that the event/circumstance that gave rise to the claim (against the policyholder) must have occurred on or after 1 January 2015 otherwise it won't be covered under this policy.*

### WHAT DOES THIS MEAN?

Wherever the following words or phrases appear under the Liability cover sections, they will have the following meanings:

- Annual Aggregate** The maximum amount that will be paid for all claims made against the policyholder during a policy year.  
*Scenario: The limit of indemnity selected by the policyholder is R1 000 000. Three Product Liability claims are received within a single year, each to the value of R400 000. In the event that these are valid claims, the first two claims will be paid in full, but only a portion of the third claim will be paid as the allowable annual amount that can be paid is limited to R1 000 000.*
- Claimant** The person or party claiming from the policyholder or Covered Party.
- Claims Made Basis** Cover on a claims made basis refers to any claim made against the policyholder or Covered Party during the period of insurance. Cover that works on a claims made basis is different to cover that works on a losses occurring basis. A vehicle insurance policy is generally on a losses occurring basis, which means that any incident that occurs during the period of insurance is covered.
- Costs and Expenses** Costs, charges and expenses incurred by MiWay, the policyholder or the Covered Party with MiWay’s consent:
- In the defence or settlement of any claim under this Liability cover or any legal action brought against the policyholder in respect of injury or damage or other liability covered by this policy.
  - In the legal representation at any inquest or inquiry in respect of injury that may give rise to a claim that is covered under one of the Liability sections noted on the Coversheet.



|                            |  |
|----------------------------|--|
|                            | <ul style="list-style-type: none"> <li>• For emergency medical treatment as may appear necessary in respect of injury which may be covered under one of the Liability sections noted on the Coversheet.</li> </ul>   |
| <b>Covered Party</b>       | <p>The following persons will also be covered under this Liability cover at MiWay's discretion as though they were the policyholder provided that such persons adhere to the terms and conditions of this policy in so far as they can apply to such persons:</p> <ul style="list-style-type: none"> <li>• Employees of the policyholder in their business capacity arising out of the conduct of the business.</li> <li>• The officers, committee and members of the policyholder's canteen, social, sports, medical, firefighting and security units as well as welfare organisations and visiting sports teams.</li> </ul>  |
| <b>Damage</b>              | Loss of or physical damage to tangible property.   |
| <b>Employee</b>            | <ul style="list-style-type: none"> <li>• Any person/s employed under a contract of service or apprenticeship with the policyholder.</li> <li>• Any person/s appointed by or on behalf of the policyholder to perform a contract for the provision of labour. Only contractors appointed to carry out the day-to-day operations of the business are included in this definition. Other contractors appointed to carry out ad-hoc work are not covered (for example: building contractors, caterers, carpet cleaners etc.)</li> <li>• Any person engaged by or seconded to the policyholder (including a volunteer worker) whilst performing any function for or on behalf of the policyholder.</li> </ul> |
| <b>Injury</b>              | Death of, bodily injury to, illness or disease of any person.  |
| <b>North America</b>       | The United States of America (being the fifty states of the union plus the District of Columbia), Canada and any territory operating under the laws of these territories.  |
| <b>Occurrence</b>          | An event or series of events or continuous/repeated exposure to a similar set of conditions, which results in damage or injury for which the policyholder or Covered Party is being held liable for and which is covered in terms of the insurance policy with MiWay. The damage or injury must have been unexpected and unintentional. All exposure to substantially the same conditions at the same premises or originating from the same premises shall be considered a single occurrence.  |
| <b>Period of Insurance</b> | The period starting on the commencement date and ending on the cancellation date of the specific Liability cover. If premium is not collected in any given month during the period of insurance, there will be no cover for claims made in that particular period.   |
| <b>Pollution</b>           | <p>The emission, discharge, release, dispersal, disposal, seepage or escape of any -</p> <ul style="list-style-type: none"> <li>• solid, liquid, gas or thermal irritant, contaminant or pollutant including vapours, smell, odours, humidity, fumes, smoke, soot or other airborne particulates;</li> <li>• acids, alkalis, chemicals and waste;</li> <li>• electromagnetic waves, noise, vibrations;</li> <li>• other effluent or noxious substances.</li> </ul>   |
| <b>Product</b>             | Any tangible property, after it has left the custody or control of the policyholder, which has been manufactured, constructed, installed, sold, supplied, distributed, treated, serviced, altered or repaired by or on behalf of the policyholder, but not food or drink provided mainly to the policyholder's employees as a staff benefit.   |
| <b>Vehicle</b>             | A land vehicle (including any machinery or apparatus attached to a vehicle) whether or not subject to motor vehicle registration and whether or not self-propelled including railway locomotive and rolling stock.   |

## WHAT MUST YOU DO?

- The policyholder must notify MiWay as soon as reasonably possible of any claim or circumstance, which occurred after the retroactive date and prior to the cancellation date of the cover, which may reasonably be expected to give rise to a claim against the policyholder or Covered Party. Failing to notify MiWay of such claims or circumstances will negatively affect the cover or outcome of a claim.
- Every claim, court order, summons or other legal process and all documents relating to any claim, or circumstance that may give rise to a claim, must be forwarded to MiWay immediately once they are received by the policyholder or Covered Party.
- MiWay is entitled to investigate any matter relevant to the claim and the policyholder and Covered Party must give all such assistance as is required by MiWay in order to undertake such investigation.



- The policyholder and Covered Party may not without written consent from MiWay make any admission, offer, promise or payment in connection with any claim or matter which may give rise to a claim. MiWay may take over and conduct the settlement or defence of any claim or take legal action in the name of the policyholder or Covered Party. The policyholder and Covered Party allows MiWay full discretion in the conduct of any such legal proceedings and in the settlement of any claim and undertakes to do all things necessary in order to assist MiWay in conducting such proceedings.
- The policyholder must give notice to MiWay as soon as reasonably possible of any material changes in any of the facts or information provided to MiWay noted on the Coversheet. MiWay may amend the terms of this Liability cover according to the materiality of such information.  
*Scenario: Should the policyholder have informed MiWay at the commencement of cover that they are a furniture manufacturer, but a year later this changes to the manufacturing of paint, MiWay must be informed immediately as the incorrect premium will be charged based on the industry or business type that was initially supplied.*
- The policyholder must ensure that the correct annual turnover has been supplied to MiWay and should annually inform MiWay of the latest financial year's turnover. This should be done as soon as the policyholder is aware that the information is outdated and therefore incorrect, but must be done annually on the anniversary of the policy. Premiums may be adjusted if there is a material change in annual turnover. Should it be found at claim stage that the stated turnover amount is incorrect it could result in the claim not being paid.

## WHAT MUST YOU REMEMBER?

### Relinquishment of Claims

MiWay may decide at any point to settle a claim. Once a claim has been paid and settled, such payment will be considered the full and final settlement on the claim and MiWay has the right to withdraw from the matter and be under no further liability in connection with the claim. The settlement amount is limited to the selected Limit of Indemnity as reflected on the Coversheet less any amounts already paid as well as costs and expenses incurred in connection with the claim.

### True and Complete Information

Incomplete or incorrect information supplied by the policyholder or Covered Party could impact the availability of cover or the outcome of a claim and the policyholder and Covered Party is required to at all times supply factually correct information.

### Establishing the Incident Date

When the facts do not speak for themselves and there is uncertainty about when the injury or damage occurred, then for the purposes of determining if the occurrence is covered:

- MiWay will assume that the injury occurred when the claimant first consulted a qualified practitioner (for example a doctor) regarding the injury, whether or not it was correctly diagnosed at the time. If no consultation took place, then the injury will be assumed to have occurred when the policyholder or Covered Party was first advised of or became aware of the injury.
- MiWay will assume the damage occurred when it first became evident to the claimant, even if the cause was initially unknown.

### Right to claim under one section only

Each section of this Liability cover excludes any liability more specifically indemnified by any other section.

### Cession

Neither this Liability cover nor any benefit, interest or right to this cover or any proceeds payable under this cover may be ceded by the policyholder or Covered Party without the prior written consent of MiWay.

### Limits of Indemnity

- The Limits of Indemnity are in excess of the deductible(s) and are exclusive of VAT.
- If any section's Limit of Indemnity changes during the period of insurance, the limit that was applicable at the time that the claim was made or is deemed to have been made against the policyholder or Covered Party will apply.
- In the event of one incident giving rise to claims under more than one liability section, each section's limit of indemnity shall apply separately, however the total amount payable by MiWay shall be limited to the highest Limit of Indemnity available under any one of the sections noted on the Coversheet.



## Territorial Limits

MiWay will indemnify the policyholder or Covered Party against legal liability to pay damages and claimants' costs arising out of business conducted in the Republic of South Africa even where such legal liability was established in accordance with the law and procedure of a different country except:

- any judgement, award or settlement made in countries which operate under the laws of North America,
- any order made anywhere in the world that enforces a judgement, award or settlement under North American law either in whole or in part.

## WHAT MUST BE PAID WHEN CLAIMING?

The policyholder is liable to pay the deductible, as stated on the Coversheet, at registration of each and every claim (or series of claims arising out of one originating cause). The deductible will also apply to costs and expenses and any other costs related to the claim and therefore is not refundable. In the event of a claim being indemnified under more than one section of the Liability policy, the highest single deductible will apply. Deductibles are not subject to VAT.

## WHAT IS NOT COVERED UNDER LIABILITY?

Liability cover does not cover liability:

- ✘ arising from the deliberate, conscious and intentional disregard by the policyholder or the policyholder's management of the need to take reasonable precautions to prevent any event or circumstance which may give rise to a claim. There will be no cover where the policyholder could have taken reasonable precautions to prevent the incident or circumstance that gave rise to the claim but did not take such measures  
*Scenario: An example of not practicing reasonable precaution would be an electric company that employs electricians without the relevant qualifications and experience.*
  - ✘ for fines and penalties issued against the policyholder and/or for punitive and exemplary damages for which the policyholder is liable
  - ✘ for injury or damage directly or indirectly caused by pollution or for the cost of removing, nullifying or cleaning up the effects of pollution, unless such pollution is caused by a sudden, unintended and unexpected occurrence
  - ✘ in any way involving or resulting from the hazardous nature of asbestos in whatever form or quantity
  - ✘ arising from any injury, damage, financial loss, incident or breach of statute that occurred or is alleged to have occurred prior to the retroactive date of the specific Liability section as stated on the Coversheet
  - ✘ arising out of any occurrence, known to the policyholder at inception or at any point during the period of insurance, which the policyholder may reasonably have expected to know may potentially give rise to a claim
  - ✘ for loss, damage, injury or any cost or expense that was directly or indirectly caused or contributed to, by ionising radiations or contamination by radioactivity from any nuclear fuel or nuclear waste, including any involvement in nuclear weapons material. This exclusion will not apply to liability arising from the ownership, possession or use of radioactive isotopes
  - ✘ for loss, damage, injury or any cost or expense that was directly or indirectly caused or contributed to by pollution, contamination, radioactive or nuclear material and any associated rehabilitation as a result thereof
  - ✘ for, arising from or in any way involving any actual or alleged unlawful competition, unfair practices, abuse of monopoly power, cartel activities or any breach of a provision of the Competition Act No. 89 of 1998 (as amended) or any similar legislation in force in the country where the liability arose
  - ✘ which is covered under compulsory insurance in respect of:
    - ◆ legislation enacted for the purpose of providing compensation for injury or damage wrongfully caused by the driving of a motor vehicle (for example the Road Accident Fund Act), or
    - ◆ legislation controlling the use of motor vehicles or trailers where:
      - the policyholder is obliged to obtain insurance or provide another form of security, or
      - the State or other governmental authority has accepted responsibility for any liability incurred
- This exclusion shall apply whether insurance under such legislation is in force or not, or that compensation is not paid for any reason whatsoever
- ✘ arising from or as a result of an emotional shock suffered by a person, other than an injured party, on witnessing, observing or being informed of the injury of another person
  - ✘ for Injury, where such Injury:
    - ◆ is the subject of legislation enacted for the purpose of providing compensation for loss or damage wrongfully caused by the driving of a motor vehicle, or
    - ◆ is the subject of legislation controlling the use of motor vehicles or trailers:
      - ◆ that compels the Policyholder to effect insurance or otherwise furnish security, or
      - ◆ whereby the State or other governmental authority has accepted responsibility, or



- ♦ is suffered as a result of an emotional shock by a person other than an injured party on witnessing, observing or being informed of the Injury of another person as a result of the driving of a motor vehicle.

The above applies even if no insurance under such legislation is in force or has been effected or that compensation is not paid for any reason whatsoever.

- \* for loss or damage (including detrimental change) to data and any consequential loss as a result thereof. Data means any information, facts or program stored as or on, created or used on, or transmitted to or any electronic device
- \* where the indemnity or payment thereof is contrary to the prohibitions or restrictions under the United Nations resolutions or the trade or economic sanctions, laws and regulation of the European Union, United Kingdom or United States of America

## Public Liability

This Liability sub-section is included if stated on the Coversheet. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount that will be paid for compensation, costs and expenses and claimants' costs at any one occurrence.

### WHAT IS COVERED UNDER PUBLIC LIABILITY?

The policyholder or Covered Party is covered for claims for or arising out of injury and/or damage.

### WHAT IS NOT COVERED UNDER PUBLIC LIABILITY?

- \* Claims arising out of or in connection with the nature or condition of any product. Product and Defective Workmanship Liability should be taken and noted on the Coversheet in order to be covered, subject to the exclusions noted under that section
- \* Injury to any employee where injury arises from and in the course of employment with the policyholder. Employers Liability should be taken and noted on the Coversheet in order to be covered, subject to exclusions noted under that section
- \* Claims arising out of the ownership, possession or use by or on behalf of the policyholder or Covered Party of any vehicle other than claims caused by or arising out of:
  - ♦ the use as a Tool of Trade or plant forming part of or attaching to or used in connection with any vehicle  
*Scenario: The policyholder delivers bricks to a building site and the crane (which is fixed to the vehicle) offloading the bricks hits and injures a pedestrian. If the pedestrian holds the policyholder liable for his injuries, this Public Liability cover will indemnify the policyholder for such a claim.*
  - ♦ the loading or unloading of any vehicle as long as it was not on a public road or walkway
  - ♦ any vehicle while temporarily using the parking facilities provided by the policyholder free of charge. Vehicles using the parking facilities on a long term basis are not covered, only vehicles that are temporarily in the policyholder's custody or control
  - ♦ any vehicle on the policyholder's premises for which compulsory insurance is not required by legislation provided the policyholder or Covered Party is not indemnified by any motor policy  
*Scenario: A forklift drives into a client's vehicle and causes damage. Because compulsory insurance is not required for a forklift and as long as the forklift is not already covered by a motor insurance policy, such an incident would be covered under this Public Liability section.*
  - ♦ any trailer not attached to, and that was intentionally detached from, a vehicle
- \* Claims arising out of the ownership, possession or use by or on behalf of the policyholder or Covered Party of any watercraft, hovercraft or aircraft including remotely piloted aircraft (drones)
  - ♦ Watercraft not exceeding 15.25 metres in length will be covered, but only while on inland waterways
- \* Damage to property whether such property is owned, leased or hired by or under hire purchase or on loan to or otherwise in the care, custody or control of the policyholder other than:
  - ✓ premises (or the contents thereof) temporarily occupied by the policyholder for work therein, or other property temporarily in the policyholder's possession for work thereon (but no indemnity is granted for damage to the property on which the policyholder is working and which arises out of such work)
  - ✓ premises tenanted by the policyholder for which the policyholder is responsible

Own property damage should be insured more specifically under the other sections of this Business Insurance policy
- \* Damage to any property owned by the policyholder or Covered Party which surrounds, is adjacent to or connected to the subject works of a contract of erection, repair or maintenance for the purpose of executing such a contract. Such property shall include any temporary works, materials, site accommodation, constructional plant, machinery or equipment
- \* Damage to property caused by dewatering operations or by the removal, weakening of or interference with support to such property



- \* Professional Liability, i.e. claims arising out of design, formula, specification, supervision, treatment or advice given by or on behalf of the policyholder or Covered Party
- \* Claims arising out of the ownership, hire, leasing or operation of any airport, airstrip or helicopter pad by or on behalf of the policyholder or Covered Party

## Employers Liability

This Liability sub-section is included if stated on the Coversheet. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount that will be paid for compensation, costs and expenses and claimants' costs at any one occurrence.

### WHAT IS COVERED UNDER EMPLOYERS LIABILITY?

- ✓ The policyholder is covered for claims for or arising out of Injury to any Employee arising from and during the course of employment.
  - ▶ The indemnity granted will, at MiWay's discretion, extend to any employee that unintentionally causes injury to another employee whilst acting within the scope of his/her employment with the policyholder.

### WHAT IS NOT COVERED UNDER EMPLOYERS LIABILITY?

This section does not cover liability:

- \* in any way connected to occupational, industrial or employment-related disease caused by or contributed to by prolonged or repeated exposure to:
  - ◆ substances of any sort
  - ◆ factors or circumstances peculiar to any industry, particular employment, occupation, workplace or working environment
- \* that is covered by compulsory insurance in terms of legislation or regulation entitling an employee (including a dependent of an employee) to receive a benefit, allowance, pension or annuity. This exclusion shall apply whether or not insurance under such legislation is in force or has been effected. For example, the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993
- \* arising out of any unfair labour practice (actual or alleged) in the context of the Labour Relations Act No. 66 of 1995 as amended (or any Act subsequently passed to substitute it)
- \* arising out of liability assumed by the policyholder by agreement or in contract, unless the policyholder would still have been liable in the absence of the agreement or contract

## Product & Defective Workmanship Liability

This Liability sub-section is included if stated on the Coversheet. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount as an Annual Aggregate (as defined) that will be paid for compensation, costs and expenses and claimants' costs.

### WHAT IS COVERED UNDER PRODUCT & DEFECTIVE WORKMANSHIP LIABILITY?

- ✓ The policyholder is covered for claims for or arising out of injury and/or damage but only arising out of or in connection with the nature or condition of any product for which the policyholder is legally liable.
  - ▶ This section also extends to Defective Workmanship cover for when the policyholder or Covered Party is held legally liable for damage to a third party's property (other than damage to the property worked upon) or injury to others, after completion and handing over of work, due to any defect, error or omission in the work carried out.
  - ▶ Only claims first made against the policyholder during the period of insurance will be covered.

### WHAT IS NOT COVERED UNDER PRODUCT & DEFECTIVE WORKMANSHIP LIABILITY?

This section does not cover liability:

- \* for known defects in any product of which the policyholder was aware prior to inception of this Liability cover
- \* for the cost of repair, reconditioning or replacement of a product or any part of a product or for the loss of use of a product
  - ◆ The term *replacement* includes any credit or refund granted or alternative products provided by or on behalf of the policyholder in lieu of replacement of the defective product
- \* for costs incurred by the policyholder in the recall of any product or part of any product
- \* arising out of the failure of any product or any part of any product to fulfil its intended function or to perform as specified, warranted or guaranteed
  - ✓ Liability for damage or injury as a result of product failures is covered



- \* arising out of any product used in the structure, machinery or controls of any aircraft given that the policyholder was aware that the product is, or will be used, for this purpose
- \* arising out of any product (including any marketing and/or advice related to the product) sold or used within North America or on route to North America given that the policyholder knew that these products were intended for sale or resale in North America
- \* for damage to property that is in the policyholder's custody and control
- \* for the cost of rectifying, repairing or recalling defective work. This includes costs arising from defective design or any work which did not produce the anticipated result
- \* arising from any work performed on an aircraft or the parts thereof
- \* Professional Liability, i.e. claims arising out of design, formula, specification, supervision, treatment or advice given by or on behalf of the policyholder unless in connection with a product

## Professional Liability

This Professional Liability sub-section is included if stated on the Coversheet. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount as an Annual Aggregate (as defined) that will be paid for compensation, costs and expenses and claimants' costs. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount that will be paid.

### WHAT IS COVERED UNDER PROFESSIONAL LIABILITY?

#### ✓ Claims for Financial Loss

- ▶ The policyholder is covered against legal liability for damages suffered by a third party arising from any negligent act, error or omission by the policyholder or Covered Party while rendering Professional services.
- ▶ Professional services refer to services and advice which fall within the normal scope of services and includes design, formula, specification, supervision and treatment as performed or given by qualified, trained and registered persons within the scope of the business type noted on your Coversheet.

#### ✓ Loss of documents (limited to 5% of the limit of indemnity)

- ▶ Indemnity for the policyholder's or Covered Party's legal liability for costs and expenses incurred to replace or restore documents where such documents are discovered during the Period of Insurance to have been destroyed, lost, mislaid or damaged by the policyholder or Covered Party to the extent that they cannot be used or after diligent search, cannot be found, provided always that
- ▶ Documents mean bonds, debentures, scrip certificates, deposit receipts, transfers, coupons, warrants, bills of exchange, title deeds, powers of attorney, deeds, wills, agreements, maps, records, belonging to or held in connection with the business by or on behalf of the policyholder for which the policyholder is legally responsible but excluding patterns, models and moulds.
- ▶ the policyholder must support any claim for costs and expenses as above by presenting bills or accounts for approval by a competent person to be nominated by MiWay with the approval of the policyholder.
- ▶ no liability shall attach hereto for any loss brought about or contributed to by the dishonesty of any of the policyholder's directors, partners or employees.

#### ✓ Fee recovery

- ▶ Payment of legal costs, fees and expenses incurred by the policyholder or Covered Party in connection with legal proceedings instituted by the policyholder during the Period of Insurance for the recovery of professional fees due to the policyholder, subject to the following conditions being met prior to instituting or defending any proceedings:
  - the policyholder must inform MiWay of the intention to institute or defend such proceedings.
  - MiWay must be advised by their legal advisers that:
    - ◆ the legal merits of the claim and the prospects of a meaningful recovery are such that the envisaged proceedings would be feasible; and
    - ◆ there is a reasonable probability that a claim, arising from work undertaken could be instituted by the party against whom the policyholder is instituting such legal proceedings, is indemnifiable in terms of the cover provided under this policy.

#### ✓ Subcontracted duties

- ▶ Professional activities and duties necessary to carry out the profession may be sub-contracted or sub-let by the policyholder. Cover is extended to include claims against the policyholder resulting from the conduct of sub-contracted parties carrying out Professional services and duties on behalf of the policyholder provided always that such activities and duties shall only be sub-contracted or sub-let to suitably qualified firms, persons or parties and the policyholder shall at all times retain all



rights of recourse against such firms, persons or parties and will give all reasonable assistance to MiWay in effecting such rights.

✓ **Defamation**

- ▶ The policyholder is covered against claims for compensation for which the policyholder is legally liable arising out of defamatory statements, whether written or verbal, made by the policyholder in the conduct of professional services and duties.

## WHAT IS **NOT COVERED** UNDER PROFESSIONAL LIABILITY?

This section does not cover liability arising from or in connection with:

- ✗ bodily injury or loss or damage to property, other than as insured by the Loss of Documents section.
- ✗ the nature or condition of any Product including the removal, repair, alteration, treatment, recall or replacement of any defective or harmful product or part thereof or which fails or may fail to perform its function.
- ✗ any claim of whatsoever nature by an employee of the policyholder where such claim arises from and in the course of employment with the policyholder.
- ✗ claims arising out of the ownership, possession or use by or on behalf of the policyholder or Covered Party of any Vehicle.
- ✗ any act or omission involving an element of malice or dishonesty.
- ✗ the failure to meet contractual requirements relating to efficiency, output or durability unless such failure relates to a negligent act, error or omission in connection with detailed design or detailed specification.
- ✗ claims arising out of the loss of or damage to any property of the policyholder or Covered Party or any financial loss sustained by the policyholder or Covered Party arising out of the provision of Professional Services and duties by any contractor or consultant.
- ✗ claims made against the policyholder or Covered Party or any director or officer of the policyholder while acting in a capacity as a director or officer of any company.
- ✗ wrongful arrest, including associated assault.
- ✗ other than as insured by the Defamation section, claims arising out of defamation and infringement of personality rights.
- ✗ the policyholder's advertising activities for defamation, invasion of privacy, piracy or unfair competition or misappropriation of idea under an implied contract.
- ✗ the infringement of intellectual property rights.
- ✗ any express warranty or guarantee, given by the policyholder, which increases the amount of damages for which the policyholder or Covered Party may be liable.
- ✗ any advisory and administrative services in connection with arranging of finance, assurance, insurance, pension and provident funds and medical aids for or on behalf of clients.
- ✗ any activities where the policyholder has access to a client's bank accounts.
- ✗ the insolvency, liquidation or judicial management of the policyholder or of any party who enters into any agreement with the policyholder.
- ✗ a breach of contract unless such breach is a breach or alleged breach of professional duty by the policyholder or Covered Party or any other person upon whom the policyholder has placed reliance.
- ✗ other than as insured by the Loss of Documents section, claims for the costs of replacing or restoring Documents.
- ✗ claims made against the policyholder by any associated, parent or subsidiary company or by any person or entity having a financial or executive interest in the policyholder unless emanating directly from an independent third party.
- ✗ any work carried out in connection with any underground railway system, I e. Gautrain and similar systems.
- ✗ any advice given on North American Law.
- ✗ the policyholder or Covered Party acting in a capacity as trustee, fiduciary under law or administrator of any pension or welfare plan, profit sharing, share option, share incentive scheme or trust established in whole or in part for the benefit of any of the directors, officers or Employees of the policyholder or Covered Party.
- ✗ medical malpractice which shall mean any negligent act, error or omission in the professional advice, services and duties rendered or which should have been rendered by any medical practitioner, nurse or other medical official in the full or part time service of the policyholder.
- ✗ depreciation (or failure to appreciate) in value of any investments, including securities, commodities, currencies, options and futures transactions or as a result of any actual or alleged representation, guarantee or warranty provided by or on behalf of the policyholder as to the performance of any such investments. It is agreed however, that this exclusion shall not apply to any loss due solely to negligence on the part of the policyholder, Covered Party or employee of the policyholder in failing to effect a specific transaction in accordance with the specific prior instructions of a client of the policyholder.



## Statutory Defence Costs

This Statutory defence costs sub-section is included if stated on the Coversheet and is conditional that Professional liability cover has been selected. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount that will be paid for compensation, costs and expenses and claimants' costs at any one occurrence.

### WHAT IS COVERED UNDER STATUTORY LEGAL DEFENCE COSTS?

- ✓ The policyholder is covered for reasonable costs and expenses incurred with MiWay's consent in the defence of any prosecution of the policyholder or any employee, for a breach of statute or breach of legislation, relevant industry best practices and codes of conduct when rendering professional services, first prosecuted during the Period of Insurance provided that MiWay shall not be liable for any fines or penalties imposed as a consequence of prosecution.

### WHAT IS NOT COVERED UNDER STATUTORY LEGAL DEFENCE COSTS?

The defence of any prosecution for breach:

- \* of Statute governing the ownership, use or licensing of vehicles, aircraft and watercraft.
- \* of the Competition Act, No. 89 of 1998.
- \* of the Companies Act, No.71 of 2008 or any other similar legislation in any other jurisdiction.
- \* of the Consumer Protection Act, No. 68 of 2008.
- \* of the Protection of Personal Information Act, No. 4, of 2013

The above must be read in conjunction with the Criminal Procedure Act, No.56 of 1955 of the Republic of South Africa (all as amended from time to time).

## BUSINESS PERSONAL ACCIDENT

Business Personal Accident cover refers to compensation payable to the policyholder to help with costs and/or loss of income as a result of an accidental death and/or injury of employees covered under this section, should the incident giving rise to the injury and/or death occur in the normal course of business that can reasonably be expected to be associated with the "Business Type" as noted on the Coversheet under "About the Policyholder". This includes the policyholder's related activities.

### WHAT DOES THIS MEAN?

Wherever the following words or phrases appear under the Liability cover sections, they will have the following meanings:

#### Life Insured

The persons noted on the Coversheet, whose lives are insured against accidental death and/or accidental injury. If all employees are covered and it is reflected as such on the Coversheet, all directors, owners and employees of the policyholder are covered.

#### Death

Death directly caused by an accident including the presumption of death (determined by a court) following disappearance after an accident involving any vehicle or watercraft in which the employee was travelling.

#### Insured Value

- Accidental Death
  - ▶ The Coversheet reflects the amount for which the policyholder is covered, which is the maximum lump sum amount that will be paid in the event of accidental death of the life insured.
  - ▶ If MiWay has already paid a claim for the Accidental Injury benefit for the specific life insured, and as a result of the bodily injury that gave rise to that claim death occurs within a period of 12 months after that bodily injury occurred, MiWay will reduce the cover amount for the Accidental Death benefit by the amount already paid for the Accidental Injury benefit.  
*Scenario: Accidental death cover is R100 000 and an accidental injury occurs for which the policyholder can claim and MiWay pays R25 000 for the injury. Death occurs as a result of the particular injury, MiWay will only settle the claim for accidental death by paying out R75 000.*
- Accidental Injury
  - ▶ The Coversheet reflects the maximum amount for which the policyholder is covered. In the event of accidental injury, a defined percentage of the cover amount will be paid based on the particular injury sustained, as set out in the Benefit Table reflected on the Coversheet.
  - ▶ If MiWay has already paid a claim for the same bodily injury, MiWay will reduce the benefit by the claim amount already paid.



## WHAT IS COVERED UNDER BUSINESS PERSONAL ACCIDENT?

The policyholder has the option to select the risks that the life insured should be covered for and will only enjoy cover for those risks that have been selected.

The following risks are available for selection:

### ✓ **Accidental Death**

Accidental Death cover compensates the policyholder for costs and/or loss of income as a result of the death of the Life Insured caused directly and solely as a result of bodily injury caused by a business-related accident caused at the place of work or during the course and scope of employment. Death must occur within 12 months of the bodily injury.

### ✓ **Accidental Injury**

Accidental Injury cover compensates the policyholder for costs and/or loss of income as a result of bodily injury of the Life Insured caused directly and solely as a result of a business related accident caused at the place of work or during the course and scope of employment.

## WHAT IS NOT COVERED UNDER BUSINESS PERSONAL ACCIDENT?

Accidental Death, Accidental Injury or Medical Expenses caused by or as a result of:

- ✗ any existing physical defect or infirmity
- ✗ the insanity of the life insured
- ✗ provoking assault, breaking the law or disturbing the peace
- ✗ committing suicide, attempted suicide or any intentional self-injury
- ✗ pregnancy or childbirth
- ✗ any disease passing from one person to another, including any HIV or AIDS related illnesses
- ✗ mining or using explosives
- ✗ using chemical substances
- ✗ being under the influence of alcohol or drugs
- ✗ participating in any defence, correctional or security services
- ✗ an accident which occurs while taking part in extreme sports/activities for example: off-road motorcycling; any kind of speed contest other than on foot; aeronautics; hang-gliding; skydiving; parachuting; mountaineering where the aid of guide ropes is required; rock climbing; game hunting; hurdling; steeple chasing; polo; professional sports; snow or ice sports; racing with power-driven vehicles, watercraft or aircraft; martial arts; bungee jumping; scuba-diving or cliff diving
- ✗ If the life insured driving a vehicle:
  - ◆ has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ◆ refuses to give either a blood sample or undergo a breathalyser test
  - ◆ leaves the scene of the accident unlawfully
  - ◆ has a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ does not have a valid South African drivers' licence or, in the case of a foreign drivers licence, does not have a valid International Driving Permit
  - ◆ with the incorrect code of licence to drive a specific vehicle or tow a specific size of load with the vehicle
  - ◆ is legally required to have professional driving permit (PDP) but does not
  - ◆ whilst the vehicle does not meet the roadworthy requirements as stated by road traffic legislation
- ✗ An accident where the life insured is travelling in or driving a vehicle:
  - ◆ whilst participating in a race or competition
  - ◆ which is being towed
- ✗ An accident which occurs while the life insured is a fare-paying passenger travelling in any vehicle, unless:
  - ◆ the vehicle is licensed to carry passengers, and
  - ◆ the vehicle is owned by a registered transport company
- ✗ An accident which occurs while the life insured is travelling in, getting on or off any aircraft unless:
  - ◆ he/she is a fare-paying passenger, and
  - ◆ the aircraft is licensed to carry passengers, and
  - ◆ the aircraft is owned by a registered transport company
- ✗ Accidental Death or Accidental Injury caused by any medical procedure
- ✗ The total loss of vision if it is due to genetic factors or part of a disease process
- ✗ The total loss of hearing if it is due to genetic factors, due to the use of chemical substances (drugs), or part of a disease process
- ✗ Death or injury caused by:



- ◆ a coma which is artificially induced for purposes of ventilation
- ◆ a post-operative lung embolism
- ◆ any intra- or post-operative complication, or any complication following a medical procedure, unless the operation or procedure:
  - is a direct result of a bodily injury that took place after cover for the benefit has started, and
  - takes place within six months of such a bodily injury

## **MiWAY CONTACT DETAILS**

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