

MiWheels Limited Policy Wording

This policy does not provide me with comprehensive insurance cover as my cover is limited. The aim of this policy is for me to be paid in cash when I have a valid claim. This will allow me to decide where, when and with whom the vehicle can be repaired, giving me the power to negotiate the best deal.

My policy wording and Coversheet together with documents from and verbal agreements with MiWay form the basis of my insurance contract. The law of South Africa will apply to this contract.

This policy wording is written in plain language and sets out the terms and conditions of cover and explains the cover by using icons to highlight:

- ✔ What is covered
- ✘ What is not covered

Scenarios (examples) are used to help me understand certain concepts and how the cover is applied.

Contents

- 02 What am I **covered** for?
- 02 What **amount** am I covered for?
- 03 **Where** am I covered?
- 03 What am I **not covered** for?
- 04 What **must I pay** to have cover?
- 04 What **must I do** to make sure I have cover?
- 05 What must I **not do**?
- 05 When will my **cover start**?
- 05 When will my **cover end**?
- 05 What must I **remember**?
- 06 How do I **claim**?
- 06 When and where **do I complain**?
- 06 What does **this word mean**?
- 07 MiWay **Contact** Details

WHAT AM I COVERED FOR?

What I have cover for is totally up to me. My premium is based on the cover I chose. If the cover below is not noted as included on my Coversheet it means I have not selected the cover and can therefore not claim for it.

Incident Cover

I have the choice to be covered for the following incidents:

- ✔ **Accident and Intentional Damage:** Loss or damage caused to the vehicle as a result of the vehicle being in a motor vehicle accident, damage caused by accident or someone intentionally damaging the vehicle.
- ✔ **Theft and Hijack:** Loss or damage caused to the vehicle itself as a result of the theft or hijacking of the vehicle.
 - ✘ Where a member of my household or an employee used the vehicle without my permission, it will not be considered as theft.
 - ✘ Damage as a result of an attempted theft is not covered. Attempted theft is implied to have taken place where there was tampering with either the steering mechanism, wiring or ignition of the vehicle, and the vehicle was not moved from its location.
- ✔ **Earthquake, Storm, Hail, Flood and Snow:** Loss or damage caused to the vehicle as a result of an earthquake, storm, hail, flood or snow.
- ✔ **Fire and Explosion:** Loss or damage caused to the vehicle as a result of a fire or an explosion relating to a fire.

If the vehicle is not drivable after a covered incident I must make arrangements to tow the vehicle. MiWay will refund me up to R500 of what it cost me to tow the vehicle.

Liability Cover

I have the choice to have liability cover.

- ✔ **Liability to Other Party:** I, members of my household and the regular driver, provided I have a valid claim, are covered for legal liability following a vehicle accident, where the vehicle on cover causes damage to the property of another party.

This cover includes legal costs which someone else can claim from me, the regular driver or a member of my household and which MiWay agrees to pay in order to settle or defend a claim.

- ✘ The vehicle which we drove is not covered, only the damaged property of the other person is covered.
 - Scenario 1: I am driving my Toyota Corolla which is insured with MiWay for Theft and Hijack cover and for Liability to other parties. Whilst going around a corner I lose control and hit a parked car in front of a house pushing that car into the wall of the house. The damage to my Toyota is not covered by my insurance as I did not choose to have Accident and Intentional Damage cover. However, because I did choose Liability to other party cover the damage to the parked car and the wall of the house is covered up to the maximum amount noted on my Coversheet as long as that car and house do not belong to me, or a member of my household, or the regular driver.
 - Scenario 2: My son who lives with me drives his car, a Ford Fiesta that is not insured with MiWay, and accidentally drove into the back of a BMW on the N1. The damage to the Ford Fiesta is not covered by my insurance as it is not the vehicle noted on my Coversheet. The damage to the BMW is also not covered because my son was not driving the covered vehicle as noted on the Coversheet.

Window Glass Stand-Alone Cover

I have the choice to be covered for:

- ✔ **Window Glass Stand-alone:** Loss or damage to only the window/s of the vehicle.
 - Scenario: If I am driving and a stone cracks my windscreen I will not be covered if I did not select this cover.

Transport Money Cover

I have the choice whether or not I want to get:

- ✔ **Transport money:** A cash amount that MiWay will pay to assist the regular driver with transport when the vehicle is damaged or stolen as a result of a covered incident.
 - Scenario: If I only selected Theft and Hijack cover and Transport money and my vehicle is in an accident. MiWay will not pay for the damage to the vehicle because I am not covered for Accident and Intentional Damage and I will therefore also not get transport money.
 - ✘ I will not get transport money where the claim I submitted is only for a window glass stand-alone claim.

MiWay will make the first payment for transport money to me within 3 days of registering/submitted a claim. When calculating what to pay me towards transport money MiWay will take into account the number of days it will normally take to repair the vehicle.

The transport money that I will be paid is limited to the amount as noted on my Coversheet, which is the number of days I selected multiplied by the amount per day I selected. I have the option to choose between 5, 10 and 15 days and between R20, R30, R40 and R50 per day. The premium I pay for transport money will vary depending on what I selected.

Scenario: If I have selected 10 days and R30 then the amount that I will get to help me with transport when I submit a claim for a covered incident will be limited to R300 (10 days multiplied by R30).

WHAT AMOUNT AM I COVERED FOR?

I have the option to choose the Limit of Cover (the covered amount). My Limit of Cover is noted on my Coversheet and is the maximum amount that will be paid on any claim. MiWay will use the cost of second hand or alternate parts and appropriate panel beaters in their estimate of the damage. The MiWay assessment will be the full and final amount used in the calculation of the amount that will be paid to me.

In the event of a valid claim the following amounts will be deducted from the assessment amount or the Limit of Cover, whichever is the lowest, to calculate my cash settlement:

- **The Deductible:** The deductible is noted on my Coversheet and may include additional deductibles.
Scenario: The vehicle is worth R50,000. The Limit of Cover for Accident & Intentional Damage cover I chose is R30,000. My deductible is R2,000. My vehicle is damaged to the value of R15,000 as a result of an accident in the first 3 months of my policy. MiWay will pay me R11,000 cash (the damage of R15,000 minus the standard deductible of R2,000, minus the additional deductible of R2,000 because the incident happened in the first 3 months of the policy).
- **Dual insurance:** If I have any other insurance policies covering the same vehicle for the same covered incident, each insurance company will only pay me their portion.
- **Betterment**
Scenario: This applies when a part of my vehicle is replaced with a newer, or better part than the one that was damaged. As my car is not brand new, MiWay is not obligated to allow the replacement of damaged parts with new or better ones. This also applies to parts with a certain life expectancy and measurable wear & tear. If these parts, like tyres for example, must be replaced, it can be measured how much of their original life was still remaining when the accident occurred, and I will only be compensated for the tyre life I had left prior to the accident.

Ownership of the vehicle

- **In case of a claim for damage being paid out:**
The vehicle remains my property and I can decide to repair or sell it. If I decide to sell the vehicle, the money that I get for it is mine. In the case where the vehicle was damaged beyond repair and I decide to sell the vehicle I can ask MiWay to buy it. MiWay will then make me a market related offer which I can choose to accept or not.
- **In case of a claim for theft or hijack of the vehicle being paid out:**
Should the vehicle be recovered after my claim was paid, MiWay has the right to sell the vehicle. MiWay will deduct their percentage paid in relation to the market value of the vehicle from the salvage amount. Any money that is left will be paid to me.
Scenario: The market value of the vehicle at the time of the theft occurring is R50,000, but the Limit of Cover is R30,000 (60% of the market value). The deductible is R4,000. MiWay paid me R26,000. The vehicle has been recovered by the police and MiWay sold it for R15,000. MiWay will keep R9,000 (60% of R15,000) and will pay me another R6,000.

WHERE AM I COVERED?

The vehicle will be covered for the cover noted on the Coversheet only in the Republic of South Africa. I will have no cover if something happens to the vehicle while the vehicle is in another country.

WHAT AM I NOT COVERED FOR?

MiWay will never pay a claim for loss, damage or liability:

- ⊗ caused intentionally by me, members of my household, regular driver or my employees or loss or damage which happens with my knowledge or permission
Scenario: If I set fire to my vehicle or someone whom I paid to do it sets fire to my vehicle.
- ⊗ which happened before the start of this policy or in a period for which I did not pay my premium
- ⊗ directly or indirectly caused by, related to, or resulting from:-
 - ▶ civil commotion, labour disturbances, riot, strike, lock-out or public disorder or any act or activity which is calculated or directed to bring about any of the aforesaid
 - ▶ war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war
 - ▶ mutiny, military rising, military or usurped power, martial law or state of siege or any other event or cause, which determines the proclamation, or maintenance of martial law or state of siege
 - ▶ uprising, rebellion or revolution
 - ▶ any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any state or government or any provincial, local or tribal authority with force or by means of fear, terrorism or violence
 - ▶ any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change or in protest against any state or government or any provincial, local or tribal authority or for the purpose of inspiring fear in the public or any section thereof
 - ▶ any act of terrorism
 - ▶ wear and tear, maintenance, depreciation, deterioration or anything else that happens over a period of time
 - ▶ change in temperature or humidity, the action of light or climatic or atmospheric conditions unless caused by storm, hail or snow
 - ▶ the process of cleaning, dyeing, bleaching, altering, repairing, servicing or restoring
Scenario: If someone is repairing the exhaust of the vehicle and accidentally sets fire to my vehicle I will not be covered.
 - ▶ mechanical, electrical or electronic breakdowns, defect or failure
Scenario: If the vehicle breaks down because of the battery that is dead or the fan belt that breaks I will not be covered as it is not a covered incident.
 - ▶ moth, rats, mice or any pests
 - ▶ legal confiscation or detention whether by customs or other authority
- ⊗ not directly caused by a covered incident unless specifically noted
Scenario: The loss of income I suffered as I cannot get to work because the vehicle is not drivable after an accident.
- ⊗ to any non-standard factory-fitted vehicle accessories and sound equipment
- ⊗ to the vehicle's keys or for any theft from the vehicle

- ⊗ covered by other insurance contracts or by legislation:
 - ▶ Any compulsory motor-insurance Act
 - ▶ The Occupational Health and Safety Act
 - ▶ The Compensation for Occupational Injuries and Diseases Act
 - ▶ Sasria (the Conversion of Sasria Act)

WHAT MUST I PAY TO HAVE COVER?

My premium, which is shown on my Coversheet, is due and must be paid by debit order on the collection date before the start of my cover period to provide me with cover during that period.

MiWay will collect my premium on the collection date from the bank account I supplied them. Should the collection date fall on a public holiday or Sunday the premium may be collected on another date close to the preferred collection date.

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

If the collection of my premium is unsuccessful, MiWay may attempt to collect my premium for the following month on a date close to my preferred collection date in order to make sure that I pay my premium.

No premium = No cover

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

Extra time for me to pay my premium

Should my premium not be received on the collection date, MiWay will give me a 15-day grace period to make sure there is money in my account for the premium to be collected. Should I require for the premium to be collected from any other bank account I must contact MiWay 3 days before the 15 days expire in order for the premium to be collected from the new bank account.

- In the case of a monthly policy, I will not have a 15-day grace period in my first month of cover. I will only have a grace period in my second month and onwards.
- If a covered incident happens during the grace period, I will still be entitled to the benefits of this policy so long as I have a valid claim. For me to have a valid claim my premium must be paid by latest on the last day of the grace period.
- I will not get a grace period if I deliberately stopped my premium debit order.

When will I get a premium refund?

If I have paid a premium after the cancellation date of this Policy, MiWay will refund me the premium for the period after the cancellation date once any administration costs have been deducted. I will only get this refund if I did not submit a valid claim in that period.

WHAT MUST I DO TO MAKE SURE I HAVE COVER?

In order for me to have ongoing cover and a valid claim (including a liability claim), I must:

- make sure that all the information given by me, or anyone acting on my behalf, to MiWay or the authorities is true, correct and complete as any incorrect information may lead to the invalidation or cancellation of my policy or the rejection of my claim
- take all reasonable and necessary steps to avoid and to minimise any loss, theft, damage or liability

Scenario: If it is raining heavily and there is a lot of water in a ditch and I want to go through it and I am not sure how deep it is, I must first find out if it is safe. If I don't and my vehicle gets damaged I will not be paid because I could have prevented the damage.
- do what MiWay reasonably instructs or requests from me and give MiWay all the information and documentation which MiWay may ask for, within a reasonable time period decided on by MiWay

Scenario: MiWay may ask me to show them where the accident happened or send them proof that the vehicle does belong to me.
- make sure that anyone driving the vehicle understands the terms and conditions as set out in my Coversheet and my Policy
- make sure that whomever drives the vehicle has or understands that he/she must:
 - ▶ have a valid drivers licence or permit for the specific vehicle type, which is not endorsed for drunken or reckless and negligent driving and in the case of a foreign drivers licence, a valid international driving permit
 - ▶ be sober, therefore not -
 - be under the influence of alcohol, drugs or narcotics; or
 - have a concentration of alcohol in the blood that exceeds the legal limit; or
 - fail a breathalyser test
 - ▶ not refuse to give either a breath or blood sample if so requested by the authorities
 - ▶ not leave the scene of an accident unlawfully
 - ▶ not use the vehicle in racing or competition
 - ▶ not use the vehicle for, or in connection with, committing any criminal offences including getting, using or soliciting narcotics/drugs
 - ▶ not use the vehicle to give driving instructions, use the vehicle to tow other vehicles or hire the vehicle out where the driver or the owner receives payment
 - ▶ not leave the vehicle unlocked and/or unattended to for any period of time
- keep the vehicle in a roadworthy condition as stated by the road traffic legislation
- keep the keys to the vehicle safe in a secure place and/or with a person I know that has regard and/or a responsibility towards my vehicle and me
- inform MiWay immediately:
 - ▶ if the vehicle is in the possession of another person who is selling it on my behalf
 - ▶ if modifications to the vehicle are done to improve the performance thereof as MiWay will no longer be able to cover the vehicle
- inform MiWay immediately of any changes to any information regarding:

- ▶ my address where the vehicle is kept
- ▶ who the regular driver is
- ▶ the use of the vehicle (what the vehicle will be used for)
- ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged
- ▶ my financial position, specifically relating to defaults, civil judgments, sequestrations, administration orders and liquidations of companies in which I have an interest
- ▶ convictions for offences related to dishonesty by me as all of the above will affect my premium and if the information that MiWay has is wrong then my cover may be invalidated or my claim may not be paid
- make sure I get the payment before I hand over the vehicle when I am selling it
- install the required vehicle security devices (if applicable) within the specific time period
- make sure that the security devices in the vehicle are in working order at all times and pay my subscription fee to the tracking company (if applicable)
- report any damage caused by a motor vehicle accident (if required by law), fire, theft, hijacking or damage caused intentionally to the police within 24 hours after the incident
- notify the tracking company (if applicable) within one hour of becoming aware of the theft or hijacking of the vehicle or as soon as reasonably possible thereafter
- make the damaged vehicle available for inspection in order for MiWay to check the extent and nature of the damage
- give MiWay any documents that I receive in connection with any claim against me, within 30 days of receiving such documents

WHAT MUST I NOT DO?

If I, members of my household, the regular driver or a person acting on my behalf do any of the things below, my cover may be invalidated, my policy may be cancelled, or a claim may not be paid.

- ⊗ If I am involved in a motor vehicle accident I must not admit any fault, or promise to pay for the other party's damage as my offer may harm MiWay's process of settlement or recovery
 Scenario: If I am reversing out of a parking area and bump into a car that was also exiting a parking bay I must not say that the accident was my fault or that my insurance company will pay for the damage to the other car. I can tell the other person that I am insured and that my insurance company will look into this matter and see whether it was my fault or not. I might think it was my fault but after looking at the law of the road the other person might also be to blame.
- ⊗ If the vehicle is damaged as a result of a covered incident, I must not repair or start repairing the vehicle without MiWay first seeing the damage

WHEN WILL MY COVER START?

- Before any cover can start MiWay and I need to agree on the vehicle that must be covered, the Limit of Cover, type of cover, terms and conditions, commencement date (when the cover will start), premium and collection date.
- The commencement date is noted on my Coversheet, but my cover will only begin once the first premium is received by MiWay.

WHEN WILL MY COVER END?

Changes to my Cover

- I can make changes to my cover at any time. Any change which I make will be used to calculate the new premium. The change will be effective from the time and date agreed to, provided that I have paid the new premium.
- If MiWay makes any changes to my cover I will be notified 30 days before the time. MiWay may notify me either telephonically, electronically, by fax or by post to my last known address.

Invalidation of my Policy

MiWay may invalidate my policy if I, the regular driver or anyone acting on my behalf misrepresent, incorrectly describe or keep from MiWay important facts or circumstances relating to this policy or any detail on my Coversheet.

Cancellation of my Cover

I may cancel my policy at any time.

When can MiWay cancel my Cover?

- MiWay may cancel my policy by giving me 30 days' notice.
- MiWay will cancel my policy automatically:
 - ▶ in case of a monthly policy when my premium is not paid for 2 months in a row from 24:00 (midnight) on the last day for which premium was actually received, or
 - ▶ in case of an annual policy when my annual premium is not paid on the collection date or on the date after the grace period
- MiWay will cancel my policy with immediate effect should I, the regular driver or anyone acting on my behalf:
 - ▶ not follow or act on their reasonable instructions or requests, or
 - ▶ commit fraud, or use any fraudulent means or devices, or be dishonest in any way regarding a claim. All benefits under this policy in respect of such claim will not be paid and premiums that have been received by MiWay will not be refunded in the case of fraud or dishonesty. MiWay will cancel my policy from the reported incident date, or the actual incident date, whichever date is first.

WHAT MUST I REMEMBER?

Read my documents

I must read the entire policy wording and Coversheet to understand and appreciate its full meaning and impact on me.

Security Devices

Theft and hijack cover is conditional upon the security devices, as declared by me and noted on my Coversheet, being properly installed,

maintained and used for the purpose for which they were designed. MiWay may require additional anti-theft devices in my vehicle, the details of which will be confirmed with me and are noted on my Coversheet.

Permission to Disclosure Private Information

- It is important for insurance companies to share claims and underwriting information (as well as credit information) in order to enable the fair assessment and underwriting of risks and to reduce the number of fraudulent claims.
- I hereby give up my right to privacy and give MiWay permission to provide to any other insurance company, whether on my behalf or on behalf of any person I represent herein, any insurance information I or anyone on my behalf has given MiWay regarding any insurance policy or claim made or lodged by me or anyone acting on my behalf.
- This permission clause will still remain in force even after this policy has been cancelled for whatever reason.
- The information I provided MiWay may be checked against other sources or databases when I submit a claim.

MiWay may act on my rights/obligations

When I submit a claim, MiWay can act on my rights or obligations against other people or entities to recover costs or to defend any action they may have against me as a result of a valid claim. I am not allowed to recover any money from another party for damage they caused to the vehicle unless MiWay has given me permission. Where MiWay recovers money from another party, MiWay will first deduct the amount they paid me from the recovered amount and if there is anything left they will pay it over to me.

My details

I must inform MiWay immediately of any changes to any information regarding:

- my banking details
- the debit date (collection date)
- my address where documents must be sent to me to make sure that my premium is collected on the correct date, from the correct account and for me to receive all documents from MiWay.

HOW DO I CLAIM?

I must report my claim, or any incident that may lead to a claim, to MiWay as soon as possible, but not after 30 days of the incident happening by calling MiWay or registering the claim via the MiWay website.

WHEN AND WHERE DO I COMPLAIN?

- If I do not agree with the result of my claim or cancellation of my policy I may raise an objection. This objection must first be done in writing to MiWay together with reasons within 90 days from the day that I first received the rejection or cancellation letter from MiWay.

The objection must be addressed to:

Disputes, MiWay Insurance, PostNet Suite #382, Private Bag X121, Halfway House, 1685
Fax Number: 011 990 0001
E-mail: disputes@miway.co.za

If I am not happy with the way in which MiWay has handled my objection, I may contact:

The Ombudsman for Short-term Insurance, PO Box 32334, Braamfontein, 2017
Tel Number: 011 726 8900
Fax Number: 011 726 5501

- Immediately after the 90 days, whether I have raised an objection or not, I have another 6 months in which to sue MiWay. If I do not sue (serve summons) within this period, my right to challenge the decision will fall away forever.

WHAT DOES THIS WORD MEAN?

Whenever the following words appear, it will have the meaning described below:

Authorities

The following are examples of authorities: South African Police Services, Metro Police or Traffic Officers. The list above is not a complete list and may include other institutions or public services.

Collection Date

- the preferred date of collection of my premium selected by me and noted on my Coversheet, or
- the date in terms of the Policyholder Protection Rules with regards to the grace period, or
- the date other than the date on my Coversheet that MiWay and I agree on from time to time.

Cover Period

The period of cover either annually or monthly as specified on the Coversheet and for which premium has been received by MiWay.

Coversheet

The document that contains:

- my personal details,
- the answers I gave to the questions I was asked by MiWay,
- the items I want insurance on,
- the cover I want insurance for,
- the period of insurance,
- the premium that I must pay, and
- the conditions of cover

all of which could be updated from time to time in order to confirm that the cover I selected is in place.

I/Me/My

The policyholder named on the Coversheet, anyone covered under this policy, anyone acting on behalf of the policyholder or the regular driver.

Regular Driver

This is the person who drives the vehicle most often in any monthly period and who is noted on the Coversheet. The premium will change if the regular driver changes. It is therefore important that I tell MiWay who the correct regular driver is, because I will not be covered if the wrong person is noted as the regular driver.

Scenario: If I am noted as the regular driver it is not because I am the owner of the vehicle, but because I am driving the vehicle more often than any other person. My premium is based on the history and details of the regular driver. If someone else starts driving the vehicle more often than me I need to inform MiWay immediately as the premium will be incorrect and I may not have cover on the vehicle in the event of a claim.

Valid Claim

A claim for which I am covered for in terms of this policy and for which I have paid a premium.

Vehicle

The vehicle noted on my Coversheet that is a passenger vehicle or light delivery vehicle (LDV) and does not weigh more than 3,500kg.

⊗ A vehicle that is used for emergency services (including traffic control, security and/or armed response), law enforcement, towing, giving driving instruction or as a taxi will never be covered

Use of the vehicle

What the vehicle is used for on a daily basis in any given monthly period. The use I have selected is noted on my Coversheet. I can choose from the following types of use:

- Private use: where the vehicle is only used for private and social purposes and to drive to work and back home.
Scenario: If the vehicle is used by the regular driver to drive to work and back home, to the shops, to visit family and friends it will be seen as private use. BUT if the regular driver also uses the vehicle to do his work (say he is a plumber and drives to the house where he will perform his job) then the vehicle is not only used for private purposes and will not be covered.
- Business use: where the vehicle is used to perform a work or job function and for private and social purposes.
Scenario: If the regular driver uses the vehicle to do his work (say he is a plumber and drives to the house where he will perform his job) then the vehicle is used for business purposes and will be covered.
- Business Professional use: where the regular driver is a professional and uses the vehicle to perform their job function.
Scenario: If the regular driver is either a lawyer, doctor, architect, engineer, auditor or a chartered accountant and uses the vehicle to go to different clients, sites or hospitals to do his job he is using the vehicle as a professional for business use.

The premium will change if the use of the vehicle changes. It is therefore important that I tell MiWay what the vehicle will be used for, because I will not be covered if the vehicle is used for something that is not noted on my Coversheet.

MIWAY CONTACT DETAILS

MiWay Insurance Limited - Reg No.: 2007/026289/06

Physical address: 338 16th Road
Randjes Park
Midrand
1685

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

Telephone: 0860 64 64 64

Website: www.miway.co.za