

## Policy Wording

# MiPersonal Insurance

Each and every individual who joins MiWay enters into a contract where "me + I" are the most important considerations. Therefore, this policy wording is written in the first person. My contract includes this policy wording and my Coversheet.

This policy includes my consent to the sharing of private underwriting, financial and claims information as set out in the standard disclosures made in terms of the Financial Advisory and Intermediary Services Act.

I must read the entire policy wording and Coversheet to understand and appreciate its full meaning and impact on me. I must check my Coversheet and ensure that all the information is correct and complete. This policy wording defines the cover provided with various icons to highlight:

- ✓ What is covered
- ✗ What is not covered

*Scenarios (examples) are to explain certain points. The scenarios used do not represent all situations.*

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

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## WHAT DOES THIS MEAN?

Wherever the following words or phrases appear, they will have the meanings described below:

- Authorities** The following are examples of authorities: South African Police Services, Metro Police or Traffic Officers. The list must not be deemed exhaustive.
- Collection date** The collection date is the preferred date of collection selected by me and noted on my Coversheet, or  
The date in terms of the Policyholder Protection Rules with regards to non-payment of premium, or  
The date with regards to pro-rata premium that MiWay and I mutually agree on.
- Coversheet** My Coversheet (policy schedule) contains my personal details, risk(s) insured, period of insurance, premium payable, conditions of cover and endorsements which could be updated from time to time in order to ensure appropriate cover is effective.
- Finance house** The finance house is the registered financial institution whose interest, in the insured property forming the subject matter of the Credit Agreement, is noted on my Coversheet, if applicable.
- I / My / Me** The policyholder named on my Coversheet and anyone acting on behalf of the policyholder.
- Incidents** Incidents which occurred in the last 3 years need to be disclosed to MiWay and should be noted on my Coversheet.  
An incident relates to any accident, loss or event that I, any member of my household or anyone covered under this policy, may have suffered or have been involved in irrespective of whether a claim was submitted or not or whether the item was insured at the time or not.  
*Typical examples where the incident needs to be disclosed:*  
*I drove my vehicle and hit a pothole damaging my wheel and rim. I decided not to claim from my insurer and repaired/replaced the damaged items myself (irrespective of whether a claim was submitted or not)*  
*My daughter, whom I am covering under my policy, had an accident whilst driving her company vehicle which was not insured (irrespective of whether the item was insured or not)*  
*I had an attempted break-in at my home and the locks to my front door were damaged. I replaced the locks myself as the damage was less than the excess I had to pay on my claim (irrespective of whether the claim was paid or not)*

## MiPersonal Solution

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

### WHEN WILL MY COVER START?

- MiWay and I need to agree on the risk(s) to be insured, insured value, type of cover, terms and conditions, start date, premium and collection dates.
- My cover will start when my policy starts. My policy will only start on condition that the first premium is received by MiWay.

### Changes

- Any change which I make will be effective from the time and date agreed to.
- If MiWay makes any changes I will be notified 31 days before the effective date of the change. MiWay may give me notice either verbally or communicate their notice to my email address, cellular number (via SMS or WhatsApp) or postal address noted on my Coversheet.

### WHEN WILL MY COVER END?

#### Cancellation

- I may cancel my policy at any time with immediate effect.
- MiWay may cancel my policy by giving me 31 days' written notice by email or post to my address noted on my Coversheet.



- MiWay will cancel my policy with immediate effect should I, anyone covered under my policy or anyone acting on my behalf fail to comply with MiWay's reasonable instructions or requests, commit fraud on a claim or is found to be dishonest in relation to a claim.
- If I do not pay my monthly premium for 3 months in a row my policy will cancel automatically from midnight on the last day for which premium was actually received.
- My policy will automatically cancel if my annual premium is not paid on the collection date or on the date after the grace period has lapsed.

### Refunds in the event of cancellation

If a premium has been paid for any period beyond the date of cancellation of an insured item or this policy, MiWay will refund the relevant portion less any administrative costs, provided that no valid claim has been submitted for that period.

### WHAT MUST I PAY TO HAVE COVER?

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

### Premium payment not received

- If MiWay does not receive my premium, I will not have any cover for the period for which I did not pay.
- I will have 15 days grace from the collection date to make arrangements for premium to be collected from my chosen bank account. In the case that the non-payment was as a result of a deliberate act by me, it is my sole responsibility to contact MiWay and make arrangements for premium to be collected as MiWay will not automatically attempt to collect the premium. For monthly policies this grace period will only apply from the second month of cover onwards.
- During the grace period, I will still be covered on condition that the unpaid premium is paid within the time period provided.

### WHAT MUST I DO?

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

- pay my premiums and keep MiWay informed of any changes to the banking details where the premium must be collected from
- ensure that I, members of my household, any person with authorised access to my property, anyone acting on my behalf, or anyone covered under this policy adheres to the terms and conditions of this policy
- give MiWay and the authorities true and complete information at all times. MiWay acts on the information I give them
- take all reasonable steps to prevent or minimise foreseen loss, damage, death, injury or liability.  
*Scenario: If the speed I was travelling at the time of an accident was over the posted speed limit for the road I was travelling on, MiWay may not pay my claim.*  
*Scenario: If my geyser bursts and water is pouring through the ceiling, I need to take action to prevent or minimise further damage to my household goods.*  
*Scenario: If I continue to drive my vehicle after an impact while being alerted by warning lights in my vehicle which results in further damage to the engine, I may be covered for the initial damage caused by the impact, however, I will not be covered for the damage caused to the engine as a result of me driving the vehicle after the incident.*



- not admit any fault, nor make any settlement offer without MiWay's written consent  
*Scenario: If I am involved in an accident I must not agree to pay for the other party's damages as my 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 me to complete any document to enable MiWay to validate a claim, I need to do so within the reasonable time set by MiWay.*
- get MiWay's consent before doing any repairs
- inform MiWay immediately of any changes to any information noted on my Coversheet, which include but is not limited to:
  - ▶ the address where I usually keep the insured items  
*Scenario: If I move from a security estate to a freestanding house, I need to inform MiWay of the new address as the acceptance of the risk, terms and conditions and premium charged need to be re-assessed by MiWay.*
  - ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged, like:
    - security devices installed  
*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.*
    - convictions for offences related to dishonesty by me or any person covered under this policy

### Important Time Limits

MiWay will only pay a claim if I:

- report my claim, or any incident that may lead to a claim even if I do not want to claim for it, to MiWay as soon as possible, but not later than 30 days after the incident  
*Scenario: If I have been involved in an accident, but have no damages to my own vehicle, I must still report the incident as the other party may decide to claim from me or my insurance.*
- report immediately or as soon as reasonably possible after becoming aware of the incident to the police, any lost items and loss or damage caused by theft, attempted theft, hijacking, attempted hijacking, fire, intentional act and a collision (if required by law)
- send 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 my delay
- give MiWay any documents that I receive in connection with any claim against me, within 10 days after receiving it  
*Scenario: If I receive a letter of demand from another party, I must forward the letter to MiWay within 10 days for them to attend to the matter.*
- give MiWay all the information and documentation which MiWay may ask for, within a reasonable time period decided on by MiWay
- start with the repairs or replace any item(s) I have claimed for within 6 months from the date that my claim was authorised

### WHAT MUST I REMEMBER?

#### Misrepresentation, Misdescription or Non-disclosure

- I must ensure that all the information supplied by me, or anyone acting on my behalf, is correct and complete as any incorrect information may affect the validity of my contract or prejudice any claim I might have under this policy.
- If I misrepresent, incorrectly describe or fail to tell MiWay of any important fact or circumstances relating to this policy, my policy may be cancelled or invalidated from the start date and any claim under this policy will not be paid.
- Where the policy is invalidated (voided) from the start, all premiums received by MiWay less any cost incurred by MiWay will be refunded.

#### Deliberate or Fraudulent Acts

- MiWay will not pay me for a claim when I, members of my household, any person with authorised access to my property, anybody who acts on my behalf or anyone covered under this policy, deliberately caused the loss, damage or injury.
- If I or anyone acting on my behalf submits a claim or any information or documentation relating to any claim, which is in any way fraudulent, dishonest or inflated, all benefits under this policy in respect of such a claim will not be paid. MiWay will reject the whole claim and all premiums paid that



have been received by MiWay will not be refunded. MiWay will cancel my entire policy retrospectively to the reported incident date, or the actual incident date, whichever date is the earliest.

**Scenario:** *If MiWay receives new information at any stage and it is found that I was dishonest on a previous claim, the previous claim will be rejected and my policy will be cancelled from the previous reported incident date.*

### Dual Insurance

If I have any other insurance policies insuring the same item for the same cover, I will be paid proportionately on a valid claim. I will still be liable to pay the full excess applicable on my claim and no premium refund will be available to me. This does not apply to Personal Accident cover.

### Proof of Ownership and Value

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

**Scenario:** *MiWay asks for proof of purchase of a Sony PlayStation that I bought ten months ago. I am unable to provide MiWay with the invoice or bank statements to prove the purchase. MiWay may, at its discretion, exclude the item from my claim or limit the pay-out on the claim.*

### MiWay may Act on my Rights

- When I submit a claim, MiWay may act on my rights or obligations against other people or entities to recover costs or to defend any possible claim against me. MiWay will act on the version provided by me during claim stage. If at any stage it is found that my version differs from the truth, MiWay will not be responsible for any legal costs, interest or additional damages and may recover any such costs already incurred from me.
- I may not institute and/or proceed with any litigation or action to recover any excess payment or negatively influence any claims that MiWay might have against the third party.

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

### Applicable Law

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

### Permission to the Disclosure of Personal Information

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

The following list includes but is not limited to some of the instances when MiWay will disclose the personal information obtained from me:

- When any regulatory authority requests it;
- To comply with any regulation or any legal process;
- To enforce and protect MiWay's rights and property (including intellectual property) and/or where MiWay has a legitimate interest to do so;
- When I have expressly authorised MiWay to do so; or
- If MiWay undergoes a change in ownership.

Access to personal information within MiWay is restricted to those individuals who have a need to access the information for MiWay's business purposes.

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



- ◆ use any available information, in order to assist MiWay in validating a claim, that is derived from my:
  - ▶ vehicle's tracking device, internal computer, dashcam, MiWay App and any other security installed
  - ▶ CCTV footage and/or any security installed at my property noted on my Coversheet
- MiWay will retain my information for the prescribed period of 5 years, or for as long as required or entitled by law, after termination of my policy, after which MiWay will de-identify (where the information can no longer be used to identify me) my information.
- This permission clause will remain in force even after my policy is terminated for whatever reason and for the duration that the de-identified information is retained by MiWay.

## WHAT AM I NOT COVERED FOR?

- ✘ Any claim for loss, damage, death, injury or liability, which is caused in the process of, by or results from:
  - ◆ war or war-like acts
  - ◆ military uprisings, usurped power, rebellion or revolution
  - ◆ civil commotion, labour disturbances or public disorder
  - ◆ any act of terrorism by any person or group, whether acting alone or under instruction
  - ◆ pollution, contamination, radioactive or nuclear material
  - ◆ any cause that was not sudden and unforeseen
  - ◆ gradual deterioration, including rising damp, wear and tear, rust, mildew or fading unless stated otherwise
  - ◆ servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration
  - ◆ mechanical-, electrical- or electronic breakdown, defect or failure
  - ◆ computer viruses, electronic programmes, data or unlicensed software
  - ◆ moth, vermin, insects or pests
  - ◆ me or any member of my household, any person with authorised access to my property or any person covered under this 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 my keys at an unsecure place and/or with an unknown person and/or a person with no regard and/or responsibility toward my insured item
  - ◆ domestic disputes or related incidents
- ✘ Not receiving payment after selling my possessions. It is my responsibility to ensure that valid and legal payment for the sale has been made by confirming with my bank that the funds are actually available for me to withdraw before handing over my property to the other person. Confirmation received via e-mail, the internet, or SMS is not sufficient  
*Scenario: If I sell my golf clubs I need to make sure that my bank confirms that the cheque has been honoured or that the money is not counterfeit before I hand my golf clubs over to the buyer.*
- ✘ Property that has been legally confiscated
- ✘ Where any item is in the possession of another party who is selling it on my 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 my vehicle as a result of any damage sustained to it, is not covered.*  
*Scenario: The loss of use of my car following an accident is not automatically covered; I would need to take the Car Hire option which will provide me with a hired car as a means of alternate transport whilst my vehicle is being repaired.*
- ✘ Loss or damage caused intentionally by:
  - ◆ me
  - ◆ any person covered under this policy
  - ◆ any member of my household
  - ◆ any person with authorised access to my property
  - ◆ any one acting with my knowledge or consent
  - ◆ my tenant
- ✘ Damage caused intentionally by any of my employees
- ✘ Cover given by legislation or other insurance contracts



- ✘ Where I have breached any contract or I have accepted liability under an agreement unless MiWay would have had that liability if the agreement did not exist
- ✘ Liability which is covered by:
  - ◆ any other insurance or MiWay contract
  - ◆ any compulsory motor-vehicle insurance act
  - ◆ the Occupational Health and Safety Act
  - ◆ the Compensation for Occupational Injury and Diseases Act
- ✘ Any loss or existing damage which occurred prior to when the cover started
- ✘ Damage to plants or injury to animals, unless specifically stated as included elsewhere in this document
- ✘ Where optional cover is available under certain sections it is automatically excluded, unless the optional cover was selected and noted as included on my Coversheet

## HOW DO I CLAIM AND WHAT DOCUMENTATION OR INFORMATION MIGHT BE REQUIRED FROM ME?

- I must submit my claim within the required period and can do so by:
  - ▶ registering a claim directly on [www.miway.co.za](http://www.miway.co.za) or the [MiWay App](#)
  - ▶ calling the claims department on 0860 646464
- I will find more information about the claims process and what MiWay might require from me during the validation process on the MiWay website.

## WHAT DO I PAY WHEN I CLAIM?

- Every time I have a valid claim in terms of this policy, whether the incident was my fault or not, I must pay an excess, which is the agreed excess and any applicable additional excesses, as noted on my Coversheet. The excess is the first amount payable by me on any valid claim.
- Any excess payable by me is non-refundable and the recovery thereof, in cases where the incident was not my fault, is not guaranteed.
 

*Scenario: If my claimed amount (i.e. R2800) is less than the excess payable (i.e. R4000) on the claim, MiWay will not pay my claim as the damage falls within my excess. I will have to pay for the damage myself.*

## HOW MAY MIWAY INDEMNIFY ME?

- Subject to the terms of my policy, MiWay has the option to pay cash, replace or repair through a supplier or repairer of MiWay's choice or any combination thereof.
- If any item I claim for is financed, I understand that MiWay will pay the finance house first.
- Where a claim is settled for the loss of or damage to an insured item, and the item is considered uneconomical to repair, including whether or not it forms part of a pair or a set, these items become MiWay's property.
- If parts are not available and this delays the repairs process, I will not be indemnified by MiWay for the inconvenience it causes me or money I lose or for any liability I may incur because of the delay.

## HOW DO I COMPLAIN?

- If I am not satisfied with anything concerning my insurance policy with MiWay, I may lodge a complaint with the internal complaints department by sending an e-mail to [complaints@miway.co.za](mailto:complaints@miway.co.za) or by calling the MiWay call centre on 0860 646464. I may request to speak to a manager.
- If I am not satisfied with the outcome of my claim and/or I do not agree with the feedback provided by the internal complaints department/manager, I must first raise my objection with reasons in writing to MiWay. In the case of an objection to the outcome of a claim the objection must be made together with reasons within 90 days from the day that I first received written notification of the outcome of my claim.

The objection must be addressed to the Disputes Resolution Department and emailed to [disputes@miway.co.za](mailto:disputes@miway.co.za) or faxed to 011 990 0001 or posted to MiWay Insurance, PostNet Suite #382, Private Bag X121, Halfway House, 1685.

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



- Should my complaint still not be resolved by the Dispute Resolutions Department I may approach the Ombudsman for Short-term Insurance for assistance: PO Box 32334, Braamfontein, 2017; Tel Number: 011 726 8900; Fax Number: 011 726 5501.

By approaching the Ombudsman for Short-term Insurance my right to issue summons will not fall away, any remaining time of the abovementioned six months will not run out during the time the Ombudsman has acknowledged my complaint and is dealing therewith.

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

## Sasria

Cover is provided by Sasria SOC Limited and is automatically included in MiWheels, MiHomeStuff, MiMovables, MiPlace and MiWatercraft.

### WHAT AM I COVERED FOR UNDER SASRIA?

- ✓ I am automatically covered in South Africa for loss or damage caused by:
  - ▶ any act or attempt calculated or directed to:
    - overthrow or influence the government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence
    - 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 the government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public
    - bring about any riot, strike or public disorder
  - ▶ the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to above

### WHAT AM I NOT COVERED FOR UNDER SASRIA?

- ✗ Consequential loss or damage, or loss or damage caused or contributed to by:
  - ♦ looting and theft, unless caused by any of the covered events mentioned above
  - ♦ my 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 my claim, it is up to me to prove that my claim is valid. All events which may give rise to a claim in terms of Sasria must be reported to the South African Police as soon as reasonably possible.

For a full description of my Sasria cover and exclusions, [click here](#).

## MiWheels

MiWheels refers to any South African registered passenger vehicle, light delivery vehicle (LDV) (with a gross vehicle mass not exceeding 3 500kg), motorcycle, trailer or caravan.

- ✗ Vehicles used for emergency services, law enforcement (including traffic control and armed response vehicles), towing, carrying fare-paying passengers (like taxi or shuttle services), any form of racing, driving instruction, rental purposes, being used as a pool car, and vehicles modified for performance and speed are not covered.

Vehicles not registered in South Africa may be covered only for liability cover for damages caused to other parties by the policyholder/regular driver.

The vehicle that I have insured is noted on my Coversheet.





## Insured Value

- My vehicle can be insured for one of the following values:
    - ▶ retail value (*the average current selling price (on a dealer's floor) as per the TransUnion Dealers Guide*)
    - ▶ 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 TransUnion Dealers Guide, trade value is the lowest value*)
    - ▶ special agreed value (*which applies to unlisted, vintage and collectors' items where a valuation is given by an appropriate approved source*)
- Where my vehicle is a previously rebuilt (Code 3) vehicle, the insured value is adjusted to 70% of market value.
- If my vehicle is either stolen, written-off or declared uneconomical to repair I will be paid my insured value, including the value of any specified accessories (refer to the Optional Add-on cover available), according to the fair and reasonable value of my vehicle at the time of loss. MiWay will establish a fair and reasonable value from reputable independent sources, taking into account the age, mileage and condition of my vehicle and accessories. My vehicle will be considered uneconomical to repair when the extent of the damage does not make financial sense to repair it, taking into consideration the repair costs and insured value of the vehicle.
  - My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of a valid claim. The following amounts will be deducted when settlement of my claim is calculated:
    - ▶ excess
    - ▶ dual insurance
    - ▶ betterment
    - ▶ depreciation

## The regular driver of MiWheels

My Coversheet reflects the regular driver of my vehicle(s). The regular driver is the person who drives my vehicle most often in any given monthly period. In order to have cover, it is important that MiWay knows who the regular driver is at all times.

**Scenario:** *If I am noted as the regular driver my premium is based on my profile. If my 18-year-old daughter starts driving my vehicle more often than me and thus becomes the regular driver of my vehicle I need to inform MiWay as the premium paid will be incorrect and I will not have cover on my vehicle in the event of a claim.*

## Where I am Covered

- MiWheels is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe provided the vehicle is registered in South Africa and the night time address where the vehicle is usually kept is in the Republic of South Africa.
  - Cover outside of South Africa is limited to:
    - ▶ vehicles used strictly for private use
    - ▶ own damage only
- Scenario:** *If I am in a vehicle collision while in Eswatini, I will not have cover for the damage I caused to someone else's property. I must therefore ensure that I take out third party liability cover whenever I travel across the borders of the Republic of South Africa.*

## My Obligations

In order to have continuous cover and a valid claim, I need to ensure that anyone driving my vehicle adheres to the terms and conditions of this policy.

**Scenario:** *If one of my friends drives my vehicle whilst being under the influence of alcohol or drugs and as a result causes an accident I will have no cover.*

## Vehicle Security

- 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 will be noted on my Coversheet.
- In order to have theft and hijack cover, I have to ensure that:
  - ▶ I install the required devices within the specific time period
  - ▶ the device, whether disclosed by me or required by MiWay, is always in full working condition



- ▶ where a tracking device is installed in the vehicle that I notify the tracking company immediately after becoming aware of the theft/hijacking of the vehicle

*Scenario: If I am required to install a tracking device in my vehicle and I fail to install it; or I have a tracking device installed but I fail to pay my subscription to the tracking company; or I have a tracking device installed but I do not notify the tracking company immediately after becoming aware of the theft of my vehicle, I will not have a valid claim should my vehicle be stolen or hijacked.*

## WHAT AM I COVERED FOR UNDER MiWHEELS?

I have the option to choose from various product offerings under MiWheels and can select the risks that I want to cover my vehicle for. Where I have selected all the risks I will enjoy full comprehensive cover. Where I have selected only certain risks I will only enjoy cover for the risks I have selected.

### The Risks

The risks that I have selected and am covered for are noted on my Coversheet. Depending on the product chosen, I can choose to be insured for the following:

- Loss or damage to my vehicle caused:
  - ▶ in an accident or intentionally or by animals other than my own domestic animals
  - ▶ by theft, hijacking, attempted theft or attempted hijacking
  - ▶ by fire or explosion
  - ▶ by earthquake, storm, hail, flood or snow
- **Liability to Other Parties**
  - ✓ I, members of my household (provided they don't have liability cover of their own) and the regular driver unless limited on my Coversheet are covered for legal liability following a vehicle accident that causes damage to other people's property. This includes legal costs which someone else can claim from me and which MiWay agrees to pay in order to settle or defend a claim against me. The maximum amount I can claim per accident is noted on my Coversheet.

To be covered for liability, 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 I, the regular driver or any members of my household, personally drove as long as I/he/she have not hired it, do not own it or have it under a hire, lease or credit agreement. MiWay is not responsible for damage to the vehicle I/he/she drove, unless that vehicle is specifically insured for loss or damage with MiWay.

What am I **not covered** for 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 inside South Africa. When travelling outside South Africa, I should consider purchasing cover for liability for death and bodily injury. Country specific cover is often compulsory and available when entering countries.
- ✗ Liability for loss of or damage to:
  - ◆ property owned by me or uninsured property owned by any members of my household, any of my employees, the regular driver, any member of the regular driver's household, any of the regular driver's employees
  - ◆ the object/item being towed by the insured vehicle
- ✗ Liability where my vehicle claim was rejected, therefore any incident that causes damage to other people's property where the claim for loss of or damage to the vehicle itself is not covered.

*Scenario: If my claim is rejected for my own damage and I have caused damage to another party's property, the other party's damage will also not be covered.*

## ADDITIONAL COVER

- In the event of a valid claim for the vehicle itself, the following is only covered if it is reflected as included on my Coversheet, up to the amount stated:
  - ✓ Towing, recovery and storage
    - ▶ Reasonable towing and storage costs to tow and store the vehicle at the nearest repairer. Only MiWay's approved towing operators may tow the vehicle after an insured event. Authorisation for towing must be obtained from the MiHelp emergency call centre on 08600 767 64 to ensure the safe removal and storage of the vehicle and that towing costs are not incurred by me.



- ▶ 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
- ✓ Emergency medical costs for the maximum amount as stated on my Coversheet for any passenger, who is lawfully in the vehicle with the permission of the Policyholder, injured as a result of the insured event
- ✓ The replacement fees for lost keys and remotes as well as the replacement of locks and reprogramming of the associated vehicle systems
  - ▶ The excess payable for the replacement of locks and keys will be the standard excess for the vehicle.
- Emergency Alert:
  - ▶ If Emergency Alert is noted on my Coversheet, I qualify for the “Emergency Alert” feature on the MiWay App.
  - ▶ The MiWay App can detect a car crash and will notify MiWay if I am in an accident. MiWay will attempt to contact me to find out if I need assistance and to arrange for towing if necessary. If MiWay detects that it was a serious crash and can’t get hold of me, MiWay will dispatch an ambulance to the location of the crash. While MiWay makes use of the best technology to ensure that we are alerted of all serious crashes, it could happen that a crash goes undetected. This could happen for a number of reasons such as my phone losing signal or being on battery saver mode. MiWay, its employees or service providers will not accept any liability or be held liable for any damage, death or bodily injury, directly or indirectly caused by MiWay’s App’s inability to detect a crash.
  - ▶ In order to have access to this feature, I must download the MiWay App, opt into the Emergency Alert feature and allow all required permissions. By allowing permissions, I give MiWay access to my phone’s GPS (Location Services), accelerometer and gyroscope (Motion & Fitness or Activity Recognition) as well as Bluetooth (when applicable). If I do not at all times allow these permissions on my phone, MiWay will not be able to detect when I am in an accident and therefore I will not have access to the Emergency Alert feature on the MiWay App.
  - ▶ In the event that I change my phone, I will again need to download the MiWay App and opt-into the Emergency Alert feature on the App to have access to it.
  - ▶ If the regular driver of the vehicle on cover is not the policyholder, the regular driver will also be entitled to access the Emergency Alert feature on the MiWay App. The regular driver will also need to download the MiWay App, opt-in to the Emergency Alert feature and allow all permissions as noted above. The regular driver will be bound by all the terms and conditions applicable to the Emergency Alert feature.

### OPTIONAL ADD-ON COVER

The following is only covered if I have selected it and it is reflected on my Coversheet together with the appropriate premium applicable.

#### Car hire

- Following an incident for which I have had a valid claim, MiWay will provide me with a hired car, where my vehicle:
  - ▶ is damaged and being repaired
  - ▶ is damaged and not drivable
  - ▶ is stolen or hijacked
- I will need to pay:
  - ▶ a refundable fuel and e-toll deposit, the running costs as well as any collection and delivery fees outside a 25km radius
  - ▶ the excess in the event of a claim for loss of or damage to the hired car
- The hired car is available to me whilst my car is being repaired or for the period that my claim is being finalised. The maximum number of days I will be able to use the hired car was selected by me and is noted on my Coversheet.



## Vehicle sound equipment and other accessories

Loss of or damage to:

- ▶ non-standard vehicle sound equipment noted on my Coversheet
- ▶ non-standard fitted accessories noted on my Coversheet
- ▶ accessories fitted to caravans and trailers are only covered if they are included in the insured value

## MiCredit Shortfall

- I will be paid, in the event of a valid claim, the shortfall when the amount I owe in terms of a finance agreement (as defined in the National Credit Act) with a finance house exceeds the insured value.
- My vehicle must:
  - ▶ be uneconomical to repair
  - ▶ have been stolen or hijacked and not recovered
- What am I **not covered** for under MiCredit Shortfall?
  - ✘ The excess on my vehicle claim
  - ✘ Arrear instalments due and interest on them
  - ✘ Any early settlement penalties
  - ✘ Additional finance charges
  - ✘ Any refundable amounts added to my finance agreement over and above the purchase price of the vehicle
  - ✘ Insurance premiums, motor warranties and maintenance programmes, which must be refunded to me 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 or non-standard vehicle accessories which are not specified on my Coversheet and which form part of the finance agreement

## MiValue Protector

- I will be paid whichever is the lesser of the following:
  - ▶ 10% of the market value of my vehicle
  - ▶ 10% of my insured value
  - ▶ the difference between the market value of my vehicle and the new list price as at the date of loss
- My vehicle must:
  - ▶ be uneconomical to repair
  - ▶ have been stolen or hijacked and not recovered

## WHAT AM I NOT COVERED FOR UNDER MIWHEELS?

- ✘ If any person drives my vehicle:
  - ◆ with a licence that is endorsed for drunken or reckless and negligent driving
  - ◆ without a valid South African driving licence or permit for the specific vehicle type
  - ◆ with a cancelled or suspended driving licence, irrespective of whether the cancellation or suspension is being appealed
  - ◆ with a foreign licence unless the driver has a valid International Driving Permit or a valid driving licence issued in the driver's country. The licence must be in English (or translated into English by the authorities of that country), with a photo of the driver and it must be for an equivalent vehicle in South Africa. Any person living in South Africa permanently must get a South African licence within five years of becoming a permanent resident. If the foreign licence is a provisional or learner's licence, the person must get a valid South African driving licence
  - ◆ with a learner's licence and is not accompanied by a person in the front passenger seat who has a valid South African driving licence or if the accompanying person is under the influence of alcohol or drugs
- ✘ If any person who drives my 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
  - ◆ consumes any intoxicating liquor or drug, having a narcotic effect, after an accident while at the accident scene before authorities arrive at the scene
- ✘ Where my vehicle is involved in an accident and it or the object/item being towed by it, does not meet the roadworthy requirements as stated by road traffic legislation



- ✘ If my vehicle is involved in an accident and the person who drove my vehicle leaves the scene of the accident unlawfully  
*Scenario: If I get involved in an accident and not injured but damage someone else's property, I am not allowed to leave the scene of the accident unless I have given my details to all the parties involved. If someone else was injured, died at the scene or state property was damaged, I can only leave the scene if I am injured or permitted to leave by a SAPS member.*
- ✘ Where my vehicle is used for:
  - ◆ Any form of racing or competition
  - ◆ driving instruction, towing, hiring and carrying passengers for which payment is received
- ✘ Loss of or damage to my vehicle when any member of my household and/or person who has authorised access to my property used it without my consent and failed to adhere to the terms and conditions of this policy
- ✘ Loss of or damage to my vehicle caused as a result of miss-fuelling (incorrect fuel in my vehicle)
- ✘ Loss of or damage to my vehicle as a result of my vehicle being unlocked and unattended to for any period of time

## MiWatercraft

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MiWatercraft refers to any motorboat, ski boat or wet bike which consists of the hull, motors, machinery, equipment, standard fittings and accessories that would normally be sold with it. My watercraft trailer must be insured under the MiWheels section.

The watercraft that I have insured is noted on my Coversheet.

### Insured Value

- My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of a valid claim. The following amounts will be deducted when settlement of my claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ betterment
  - ▶ depreciation
- I need to insure my watercraft for its reasonable market value.

### The use of MiWatercraft

My watercraft is only covered if it is used exclusively for private or social purposes.

### Where I am Covered

- MiWatercraft is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe whilst:
  - ▶ ashore
  - ▶ afloat on inland waters or on coastal waters within a 20 km distance off the coastline
  - ▶ being transported by land, sea or air
- Cover outside of South Africa is limited to own damage only.

### WHAT AM I COVERED FOR UNDER MIWATERCRAFT?

- ✓ Loss of or damage to my watercraft caused:
  - ▶ accidentally or intentionally (including theft, hijack, attempted theft or attempted hijack)
  - ▶ by fire, explosion, earthquake, storm, hail, flood or snow
- ✓ Loss of or damage to motors, machinery or batteries and their connections are only covered if my watercraft is stranded, sinks, burns or collides
- ✓ Protective covers, which are split or blown away by wind, are only covered when my watercraft is stranded
- ✓ Following an incident for which I can claim, the reasonable cost of:
  - ▶ reducing or preventing further damage to my watercraft
  - ▶ trying to find my watercraft if it is stranded, collides or sinks
- ✓ The medical costs for any person in or on my watercraft who is injured following an incident for which I can claim, limited to the amount stated on my Coversheet



### ✓ **Liability to Other Parties**

Whilst navigating or using the watercraft I, and the members of my household are covered for legal liability following a watercraft accident that caused death or bodily injury to other people or damage to their property. This includes legal costs which someone else can claim from me and which MiWay agrees to pay in order to settle or defend a claim against me. The maximum amount I can claim per accident is noted on my Coversheet.

What am I **not covered** for under Liability to Other Parties?

- ✘ Liability to me, members of my household or any of my employees.

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

The following is only covered if it is selected by me and it is reflected on my Coversheet together with the appropriate premium applicable.

#### **Non-standard accessories**

Non-standard fitted accessories will only be covered for loss or damage if it is noted on my Coversheet.

#### **Liability to a water-skier**

- Liability to a water-skier, where the person who navigates or uses the watercraft referred to on my Coversheet, with the owner's permission, is legally responsible for the accidental death of or bodily injury to a water-skier, and loss of or damage to the property of a water-skier while being towed by the watercraft or preparing to be towed or before getting back into the watercraft.
- This includes legal costs which someone else can claim from me and which MiWay agrees to pay in order to settle or defend a claim against me. My Coversheet states the maximum amount I can claim per incident.
- This cover is subject to the person adhering to the terms and conditions of the policy and not having liability cover of his or her own.
- What am I **not covered** for under liability to a water-skier?
  - ✘ Liability to me, members of my household or any of my employees.

### **WHAT AM I NOT COVERED FOR UNDER MiWATERCRAFT?**

- ✘ Theft or attempted theft of:
  - ♦ motors, machinery, equipment, fittings and accessories that occurs without visible signs of force
  - ♦ the outboard motor if it is not securely attached to my watercraft with bolts or a chain
- ✘ Loss, damage or injury resulting from:
  - ♦ pressure waves caused by aircraft
  - ♦ launching the craft through the surf
- ✘ Loss, damage or injury caused by:
  - ♦ my own domestic animals
  - ♦ a latent defect in its design or construction
  - ♦ faulty repair work or maintenance
- ✘ Loss of or damage to the outboard motor if it drops off or falls overboard
- ✘ Loss, damage or injury caused by a person navigating the watercraft that:
  - ♦ is not competent to do so and where required by law, does not have the necessary certification or license to navigate such a craft and
  - ♦ does not adhere to the terms and conditions of this policy as well as the rules and regulations applicable to the specific waters where the watercraft is used

## **MiHomeStuff**

MiHomeStuff refers to all personal belongings kept inside my home and outbuildings at the address noted on my Coversheet, which belong to me or to any members of my household. Outbuildings, whether they are separate from the main house or not, include garages, domestic quarters, garden cottages and storerooms.

- ✘ MiHomeStuff excludes any item(s) which I have specifically covered under MiMovables and which are noted on my Coversheet, since they are more specifically covered under that section
- ✘ A home used as a commune (3 or more unrelated people living together) is not covered



## Insured Value

- My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of a valid claim. My Coversheet also reflects the sum insured for jewellery and watches (kept at the risk address not specified under MiMovables), which is the maximum amount that will be paid in the event of a claim for jewellery and watches. The following amounts will be deducted when settlement of my claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- I need to insure MiHomeStuff for its total replacement value. This is the cost of replacing my lost or damaged item(s) with new ones. Should I insure MiHomeStuff for an amount less than its replacement value, I will be under-insured and I will be paid proportionately less in the event of a claim.

*Scenario: If the correct replacement value for all my personal belongings inside my house and outbuildings amounts to R300 000, but I chose to insure it for R180 000 (60% of what I was supposed to insure it for), I will only be paid out 60% of my claim amount. If I have a loss of R200 000, I will only be paid 60% of the R200 000, which is R120 000.*
- The maximum amount that MiWay will pay in the event of a claim for damage/loss to business equipment is the amount noted on my Coversheet.
- The maximum amount that MiWay will pay in the event of a claim for damage/loss to items inside an outbuilding is the amount noted on my Coversheet.

## Security at the Risk Address

- Theft 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 security at the premises, the details of which will be confirmed with me and will be noted on my Coversheet.
- In order to have theft cover, I have to ensure that:
  - ▶ I install the required devices within the specific time period
  - ▶ the device, whether disclosed by me or required by MiWay, is in a working order at all times
  - ▶ where an alarm with armed response is installed, I notify the armed response company immediately after becoming aware of an intrusion at the property

## WHAT AM I COVERED FOR UNDER MIHOMESTUFF?

- ✓ Loss or damage caused by:
  - ▶ Fire and explosion
    - ✗ There is no cover for fire and explosion where the property is illegally occupied, vacant or abandoned
  - ▶ Earthquake
- ✓ Loss or damage caused by theft and other intentional acts  
There will be no excess payable in the event that I claim only for the following:
  - ▶ Money stolen from my home, as long as MiWay can see visible signs of forced entry limited to R300
  - ▶ Theft of coin, stamp and medal collections limited to R750
  - ▶ Personal documents limited to R300
  - ✗ I will not have cover for loss or damage caused by theft and other intentional acts:
    - ◆ from outbuildings, unless there are visible signs of forced entry
    - ◆ while the building is let or sublet, unless there are visible signs of forced entry
    - ◆ if the building is being altered or under construction, unless MiWay has been notified of the constructions or alterations to be made before the start thereof and there are visible signs of forced entry
    - ◆ if the building is vacant, abandoned or illegally occupied
    - ◆ where there are people living in the building, but it is unoccupied for more than 60 consecutive days
- ✓ Loss or damage caused by acts of nature, like wind, thunder, lightning, storm, hail, flood or snow
- ✓ Loss or damage caused by leaking and bursting of geysers, water supply tanks, cisterns, heating installations and water pipes forming a permanent part of my building



- ✓ 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
  - ▶ animals other than my own domestic animals
- ✓ Accidental damage to the following items:
  - ▶ Television sets
  - ▶ Mirrors forming part of furniture
  - ▶ Glass forming part of furniture
  - ✗ There is no cover for accidental damage to mirrors or glass on any appliances
  - ✗ There is no cover for accidental damage to any other items, appliances or furniture
- ✓ Damage caused by the sudden, immediate movement of the land supporting the building
  - ✗ If the movement is caused by any of the following I will not have 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
    - ◆ the poor compaction of landfill
- ✓ Damage to MiHomeStuff being transported to a new permanent address caused by an accident involving the vehicle carrying MiHomeStuff
- ✓ The reasonable costs of alternative accommodation for me or my tenant as a result of my building being unfit to live in. I will only receive alternative accommodation if my claim is valid and until MiWay has finalised my claim for MiHomeStuff. The cost of alternative accommodation is limited to 20% of the sum insured
  - ✗ I will not be covered for the cost of other accommodation where the building is let or sublet to holidaymakers, or where it is used as a guesthouse
- ✓ Charges by the fire brigade or any public authority in the event of a valid claim
- ✓ **Liability to Other Parties**

I am covered for the following up to the amount noted on my Coversheet:

- ▶ Personal liability
 

Where I or members of my household are legally responsible for:

  - accidental death or bodily injury to people other than myself, members of my household, employees or my tenants
  - accidental loss of or damage to property belonging to people other than myself, members of my household, employees or my tenants

This includes legal costs which someone else can claim from me and which MiWay agrees to pay in order to settle or defend a claim against me.
- ▶ Liability as a tenant
 

I am covered as a tenant for all amounts that I am legally liable to pay to my landlord arising from accidental loss of or damage to the rented building where I am living permanently.

What am I **not covered** for under Liability to Other Parties?

- ✗ Liability arising from:
  - ◆ the ownership or possession of animals other than my domestic cats and dogs kept at the risk address
  - ◆ the ownership, possession or use of lifts
  - ◆ the ownership, possession or use of aircraft, trailers, caravans, watercraft, mechanically propelled vehicles (whether registered to use on a public road or not) or motorised toys
  - ◆ the ownership or occupation of any land or building
  - ◆ any trade, business or profession
  - ◆ the use of weapons or firearms
  - ◆ any incident which causes damage to other people's property or injury to them and where the claim for loss of or damage to items if claimed for under MiHomeStuff is not covered
  - ◆ damages and legal costs awarded against you by a court outside South Africa





## ADDITIONAL COVER

The following cover is automatically included under the MiHomeStuff. There is no excess payable for any of the following claims:

Food that deteriorates because of an unscheduled power failure or the breakdown of my fridge or freezer as a result of an insured event	Maximum payable amount	R2 000
Fraudulent use of credit, cash and account cards, except by members of my household		R1 000
A hole-in-one/bowling full-house on a recognised golf course/bowling green		R1 000
Veterinary costs resulting from a motor accident in which my own domestic pet is injured		R 600
Locks, keys and remote controls if they are lost or damaged		R1 000
Theft of the following:		
<ul style="list-style-type: none"><li>Laundry from the washing line from the address noted on my Coversheet</li><li>Garden furniture, tools or equipment in the garden</li><li>My guests' belongings</li><li>My domestic employee's belongings, only when MiWay can see visible signs of forced entry into my outbuildings</li><li>Groceries from a vehicle, where there are visible signs of forced entry to the vehicle</li></ul>		R2 000 R3 000 R3 000 R1 500 R 500

## OPTIONAL ADD-ON COVER

The following is only covered if I selected it and it is reflected on my Coversheet together with the appropriate premium applicable.

### Extended Theft Cover

- ▶ Theft cover for when there are people living in the home but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced entry to the building.
- ▶ Theft cover for when I do not meet the minimum security requirements set by MiWay.

### Garden and Leisure Equipment

Loss of or damage to garden and leisure equipment, which are designed to be left outside my home such as braai equipment, garden furniture, jungle gyms and pool cleaning equipment. The maximum amount I have selected to be insured for is noted on my Coversheet.

### Power Surges and Dips

Loss or damage caused by power surges and dips.

### Locks and Keys

Loss of or damage to locks and keys of the building where my MiHomeStuff is kept. The maximum amount I have selected to be insured for is noted on my Coversheet.

## WHAT AM I NOT COVERED FOR UNDER MIHOMESTUFF?

- ✘ Loss of or damage to:
  - ▶ money or cheques and other negotiable instruments
  - ▶ electronic programmes, data or unlicensed software
- ✘ Vehicles (including motorcars, motorcycles, motorised scooters, e.g. "zippy nippy", LDVs, caravans, trailers, aircraft and watercraft) and any vehicle parts and accessories
- ✘ Any additional costs resulting from the unavailability of matching material
- ✘ Where any of the following causes loss or damage:
  - ▶ a rise in the underground water table or pressure caused by it
  - ▶ scratching, chipping, cracking, denting, biting, tearing or dirtying
  - ▶ my own domestic animals
  - ▶ scorching  
*Scenario: Should a cigarette burn my couch or a hot iron that has been placed face down damage my wooden table I will not be covered.*
  - ▶ business conducted from my home



- ▶ accidental flooding of the property caused by human intervention  
*Scenario: If I open a tap and there is no water coming out due to a problem with the water pressure or water supply, and fail to close it properly and this result in flooding when the water supply is restored, I will not be covered.*
- ✘ Where any of the following either causes or contributes to damage:
  - ▶ defects in the design or construction of the building, or where the structure (which includes geysers) would not have been approved by the relevant local authority at the time of construction/alteration, or where the structure is not in accordance with the South African National Buildings Standards (SANS) Building Regulations applicable at the time of construction, repairs and/or alterations
  - ▶ construction, alteration or repairs, defective workmanship or defective materials
  - ▶ lack of maintenance

## MiMovables

MiMovables refers to personal belongings, which belong to me or to any members of my household. These items are usually worn or taken out of the home.

### Insured Value

- My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of a valid claim. The following amounts will be deducted when settlement of my claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- I need to insure my personal belongings for the replacement value of each item. This is the cost of replacing my lost or damaged item(s) with new ones. Should I insure any item for an amount less than its replacement value, I will be under-insured and will be paid proportionately for that item in the event of a claim.

### Where I am Covered

MiMovables are covered anywhere in the world.

- ✘ Personal possessions taken across the borders of the Republic of South Africa for a period longer than two consecutive months are not covered.

### Specifying MiMovables

My personal belongings insured in this section fall into one of the following categories:

- **Unspecified MiMovables**  
This section covers a variety of items that I wear or usually take out of the house that might change from day to day. It therefore would be impractical to list them each time I need them covered. The maximum value each item is covered for is noted on my Coversheet. The overall maximum value for which I can claim is the amount chosen and is also noted on my Coversheet.
  - ✘ Unspecified cover only applies away from my residential address.
  - ✘ Unspecified cover does not apply to cell phones and electronic items.
- **Specified MiMovables**  
All individual items valued at more than the individual maximum value per item for Unspecified MiMovables, will be covered under this section. Each item I insured under this section is specifically listed and the value noted on my Coversheet.
  - ✘ Cell phones and any electronic items are not covered unless specified and noted on my Coversheet.

### WHAT AM I COVERED FOR UNDER MiMOVABLES?

- ✓ Loss of or damage to unspecified and specified personal possessions.

### WHAT AM I NOT COVERED FOR UNDER MiMOVABLES?

- ✘ Cosmetic scratches and dents caused by normal use
- ✘ Damage due to and of which the underlying cause is due to latent defects, metal fatigue or any other manufacturing defect irrespective of whether or not the claim is entertained by the manufacturer



- ✘ Loss of or damage to:
  - ▶ money or cheques and other negotiable instruments
  - ▶ electronic programmes, data or unlicensed software
  - ▶ washing stolen from the washing line at my home address
- ✘ Loss or damage caused by:
  - ▶ theft of loose items from a vehicle unless they are concealed in the enclosed storage areas such as the cubby-hole, boot or under retractable or removable boot covers and there are visible signs of forced entry to the vehicle. Goods left in the open are not covered. This does not apply to baby or toddler seats
 

*Scenario: If I got car jammed and as a result items were stolen from my vehicle, I will not be covered as it is my responsibility to ensure my car is locked.*

*Scenario: If I store my laptop under or behind a seat I will not be covered.*
  - ▶ theft of loose items stored in the loading area of a LDV unless they are concealed under hard-wearing, lockable load covers and there are visible signs of forced entry. Items concealed under canvas covers are not covered.
- ✘ Accidental damage to:
  - ▶ sporting equipment, excluding bicycle, while being used during sporting activities
 

*Scenario: If whilst playing squash my racquet breaks as a result of hitting the wall, I will not be covered.*
  - ▶ hobby items while in use
 

*Scenario: If I fly my remote controlled airplane and crash it whilst landing it, I will not be covered.*
- ✘ All exclusion as listed under the MiBicycle section
- ✘ Any Liability claims

## MiBicycle

MiBicycle covers a Mountain-, Road-, Time trial-, Track-, Tandem-, Cycle cross-, Hybrid-, Commuter-, Fat-, Spinning- and BMX bicycle, with a value of R3 500 or more, not only while training, commuting or competing for fun but also during and en-route to races.

- ✘ Downhill bicycles and bicycles used for professional racing from which an income is earned are not covered.
- ✘ Bicycles valued at less than R3 500 are not covered under MiBicycle. To ensure cover, such a bicycle can be specified under MiMovables.

The bicycle that I have insured is noted on my Coversheet.

### Insured value

- My Coversheet reflects the insured value of the bicycle, which is the maximum amount that will be paid in the event of a valid claim. The following amounts will be deducted when settlement of my claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- It is important to make sure that the bicycle is insured for the correct replacement value. This is the cost of replacing the lost or damaged bicycle with a new one. All fixed accessories and/or modifications/customisations made on the bicycle should be included in the insured value. Should I insure my bicycle for an amount less than its replacement value, I will be under-insured and I will be paid proportionately for the bicycle in the event of a claim.

### Where I am Covered

MiBicycle is covered anywhere in the world.

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

### WHAT AM I COVERED FOR UNDER MiBICYCLE?

- ✓ Loss or damage caused:
  - ▶ accidentally or intentionally
  - ▶ by theft or hijacking
  - ▶ by fire or explosion
  - ▶ acts of nature



## WHAT AM I NOT COVERED FOR UNDER MiBICYCLE?

- ✘ Cosmetic scratches and dents caused by normal use
- ✘ Tyre punctures
- ✘ Theft of my bicycle when the bicycle is unattended and not:
  - ▶ locked onto an immovable object, vehicle, trailer, bike caddy or rack with a device requiring a key or code
  - ▶ locked inside a vehicle, trailer, caravan, or building structure and there are no visible signs of forced entry
- ✘ Loss of or damage to my bicycle whilst in transit:
  - ▶ by road where the bike is not securely attached to a vehicle, trailer or caravan
  - ▶ by air, rail or sea where the bike is not packaged and secured in a box or bag designed to transport bikes in
- ✘ Damages caused by the over torqueing of the clamps that hold the handles or saddle on a carbon framed bicycle
- ✘ Damage due to and of which the underlying cause as a result of latent defects, metal fatigue or any other inherent vice or manufacturing defect irrespective of whether or not the claim is entertained by the manufacturer
- ✘ The additional costs arising from the repair of the bicycle where MiWay is unable to match the branding
- ✘ Theft of wheels whilst the bicycle is secured to a vehicle or trailer carrier, unless the wheels are locked with a chain and/or lock designed for the purpose of safeguarding the bicycle against theft, or locked inside a vehicle or trailer and entry and removal is accompanied by forcible means
- ✘ Theft of the bicycle from any place to which the public has access to, unless such bicycle is locked with a chain and/or lock designed for the purpose of safeguarding the bicycle against theft, except whilst the bicycle is left in a specifically designated secured area provided by the organisers of an official event
- ✘ Any Liability claims arising from the use of the bicycle

## MiPlace

MiPlace covers the permanent structures at my property. This includes my home and outbuildings whether they are separate from the main house or not, at the address noted on my Coversheet. It also includes all permanent fixtures, fittings and improvements, such as walls, patios, driveways, gate motors, tennis courts, underground pipes and cables forming part of my building, swimming pools, pumps for swimming pools, boreholes and spas.

### Insured Value

- My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of a valid claim. The following amounts will be deducted when settlement of my claim is calculated:
  - ▶ excess
  - ▶ dual insurance
  - ▶ under-insurance
- I need to insure my building for its replacement value. This is the cost of rebuilding or repairing the building with new materials. When I calculate the replacement value I must ensure to include the following additional costs:
  - ▶ professional and municipal fees
  - ▶ demolition charges
  - ▶ debris removal
  - ▶ making the site safe
- Should I insure my building for an amount less than its replacement value I will be under-insured and will be paid proportionately less.  
*Scenario: If the correct replacement value of my place amounts to R1 000 000, but I chose to insure it for R500 000, I will only be paid out 50% of my claim amount.*

## WHAT AM I COVERED FOR UNDER MiPLACE?

The policyholder has the option to select the risks MiPlace should be covered for and will only enjoy cover for those risks that have been selected. The risks selected are noted as included on my Coversheet, if all



risks are selected, my Coversheet will state that items are covered comprehensively. Should any risks be deselected, my Coversheet will state that cover is limited and will only show those risks that have been chosen.

## The Risks

The following risks are available for selection. Loss or damage caused by:

- ✓ fire or explosion, unless the property is illegally occupied, vacant or abandoned
- ✓ theft and other intentional acts
  - ✗ There is no cover for loss or damage caused by theft and other intentional acts:
    - ◆ from outbuildings, unless there are visible signs of forced entry
    - ◆ while my building is let or sublet, unless there are visible signs of forced entry
    - ◆ if my building is vacant, abandoned or illegally occupied
    - ◆ where there are people living in my building but it is unoccupied for more than 60 consecutive days
    - ◆ if the building is being altered or under construction, unless MiWay has been notified of the constructions or alterations to be made before the start thereof
- ✓ acts of nature like wind, storm, hail or snow
- ✓ lightning
- ✓ flood
  - ✗ There is no cover for loss or damage as a result of accidental flooding of the property caused by human intervention

*Scenario: If I open a tap and there is no water coming out due to a problem with the water pressure or water supply, and fail to close it properly and this result in flooding when the water supply is restored, I will not be covered.*
- ✓ earthquake
- ✓ the movement of land resulting from natural shifts or human activity, causing structural damage to my property
  - ✗ If the movement is caused by any of the following I will not have 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 pillars
    - ◆ settlement, shrinkage or expansion of the soil supporting the structures
    - ◆ the poor compaction of landfill
  - ✗ I will not have cover for:
    - ◆ damage to retaining walls unless they are designed and constructed according to structural engineering specifications
    - ◆ additional underpinning of foundations necessary to prevent further damage
- ✓ breakages and damages by:
  - ▶ aircraft and articles dropped from them
  - ▶ vehicles
  - ▶ falling trees and trees cut down by a professional tree feller
  - ▶ animals other than my own domestic animals
- ✓ leaking, bursting or overflowing of water supply tanks, cisterns and concealed water pipes forming a permanent part of the building
  - ✗ Damage caused by or to any non-pressure pipes not forming part of the building and sewerage pipes are not covered
  - ✗ Damage covered by any guarantee or damage occurring within the first year of installation is not covered
  - ✗ Municipal costs/fees as a result of the loss of water from water supply tanks, cisterns and water pipes are not covered
- ✓ leaking, bursting or overflowing of water heating systems (which includes electric, solar and gas water heating systems as well as heat pumps), including the parts, fixtures and fittings of water heating systems, and any concealed water pipes forming a permanent part of the building. This includes damage caused by gradual deterioration, wear and tear, rust, decay, cracking, splitting, faulty materials and workmanship or latent defects.
  - ✗ A direct solar heating system in a frost prone area is not covered



- ✘ Any concealed pipes that are damaged due to gradual deterioration, wear and tear, rust, decay, cracking, splitting, faulty materials and workmanship or latent defects are only covered for the first event  
*Scenario: If I claim for water damage as a result of concealed water pipes leaking due to rust in my main bedroom, MiWay will cover the cost of opening up and fixing the wall and pipes. If 4 months later I experience the same issue with concealed water pipes in my guest bedroom, then I will not have cover.*
- ✘ Damage covered by any guarantee or damage occurring within the first year of installation is not covered
- ✘ Municipal costs/fees as a result of the loss of water from water heating systems or concealed water pipes are not covered
- ✓ The cost of repairing or replacing the water heating system, its parts and any concealed water pipes is covered in full. Other fixtures, fittings and improvements, damaged in the same incident are also covered, however, only up to the maximum amount noted on my Coversheet.  
*Scenario: My geyser was leaking as a result of rust and caused damage to my wooden floors. The geyser will be covered in full, but the wooden floors will be covered only to the maximum amount noted on my Coversheet.*
- ✓ accidental damage to:
  - ▶ fixed glass or mirrors
  - ▶ sanitary ware
  - ▶ water, sewerage, gas, electricity and telephone connections between my building and the public supply or mains for which I am responsible
- ✘ I will have no cover for accidental damage:
  - ◆ if my building is unoccupied, illegally occupied, vacant, abandoned or where construction or alteration is being done
- ✓ occurring during construction or alteration, caused by an incident for which I can claim. This includes cover for building materials, fixtures and fittings, which I own or for which I am 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 my building and there are visible signs of forced entry into my building
    - ◆ for glass and sanitary ware which are accidentally broken
    - ◆ for personal liability
- ✓ **Liability to Other Parties**  
 I am covered for personal liability as a homeowner up to the amount reflected on my Coversheet where I or members of my household are legally responsible for:
  - ▶ accidental death or bodily injury to people other than myself, members of my household, employees or my tenants
  - ▶ accidental loss of or damage to property belonging to people other than myself, members of my household, employees or my tenants occurring at the risk address noted on my Coversheet.

This includes legal costs which someone else can recover from me and which MiWay agrees to pay in order to settle or defend a claim against me.

What am I **not covered** for under Liability to Other Parties?

- ✘ Liability arising from:
  - ◆ the ownership or possession of animals, excluding domestic cats and dogs at the risk address
  - ◆ the ownership, possession or use of lifts
  - ◆ the ownership, possession or use of aircraft, mechanically propelled vehicles or watercraft
  - ◆ any trade, business or profession
  - ◆ the use of weapons or firearms
  - ◆ any incident which causes damage to other people's property or injury to them and where the claim for damage to my own building is not covered*Scenario: I cannot claim for damage to my building as a result of my failure to clean my roof's gutters resulting in them falling down due to the weight of the debris. Had a visitor been injured in the incident I would not be able to claim under my liability cover.*



## ADDITIONAL COVER

The following cover is automatically included under the MiPlace. There is no excess payable for any of the following claims:

- ✓ Charges made by the fire brigade or any public authority following an incident for which I can claim
- ✓ The reasonable costs of alternative accommodation for me or my tenant as a result of my building being unfit to live in following an incident for which I can claim. I am covered for the reasonable time period that it takes to make the building fit to live in up to a limit of 20% of the sum insured stated on my Coversheet
  - ✗ MiWay will not cover me for the cost of other accommodation where my building is let or sublet to holidaymakers, or where it is used as a guesthouse

## OPTIONAL ADD-ON COVER

The following is only covered if it is selected and it is reflected on my Coversheet together with the appropriate premium applicable.

### Extended Theft Cover

- Theft cover for when there are people living in the home but it is unoccupied for more than 60 consecutive days. There must be visible signs of forced entry to the building.
- Theft cover for when I do not meet the minimum security requirements set by MiWay.

### Power Surges and Dips

Loss or damage caused by power surges and dips.

## WHAT AM I NOT COVERED FOR UNDER MIPLACE?

- ✗ Dams and dam walls, loose gravel paths and coverings as well as pool cleaning equipment
- ✗ Any additional costs resulting from the unavailability of matching materials  
*Scenario: If MiWay carried out repairs for a leaking pipe in my bathroom and cannot match the existing tiles for the affected area where repairs were carried out, I will have to pay for the re-tile of my bathroom. MiWay will only pay for the portion of my bathroom where they had to open the wall to get to the pipe.*
- ✗ Where any of the following causes loss or damage:
  - ▶ a rise in the underground water table or pressure caused by it
  - ▶ scratching, chipping, cracking, denting, biting, tearing or dirtying
  - ▶ my own domestic animals
  - ▶ business conducted from my premises
  - ▶ scorching  
*Scenario: Should a cigarette or a hot iron that has been placed face down damage my fitted carpet I will not be covered.*
- ✗ Where any of the following either causes or contributes to damage:
  - ▶ defects in the design or construction of my building, or where the structure would not have been approved by the relevant local authority at the time of construction/alteration, or where the structure is not in accordance with the South African National Buildings Standards (SANS) Building Regulations applicable at the time of construction, repairs and/or alterations
  - ▶ construction, alteration or repairs, defective workmanship or defective materials
  - ▶ lack of maintenance

## MiExtended Personal Liability

By selecting Extended Personal Liability cover I will have extended cover for MiWheels, MiHomeStuff, MiPlace and MiWatercraft, if I have these risks on cover.

### Insured Value

- My Coversheet reflects the insured value, which is the maximum amount that will be paid during a policy year in the event of a valid claim.
- This amount includes costs, charges and expenses incurred by me with MiWay's consent or by MiWay:
  - ▶ In the defence or settlement of any claim under the liability cover or any legal action brought against me in respect of injury or damage 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 the liability cover noted on my Coversheet
- ▶ For emergency medical treatment as may appear necessary in respect of injury which may be covered under the liability cover noted on my Coversheet
- The Liability cover works on a “claims made” basis. This means that claims made against me during the period of insurance and arising from circumstances that occurred on and/or after the inception date of the cover and within the Republic of South Africa are covered as per the relevant section noted on my Coversheet.

### WHAT AM I COVERED FOR UNDER MIEXTENDED PERSONAL LIABILITY?

- ✓ All amounts which I am legally liable to pay for as compensation for any occurrence where:
  - ▶ liability is not covered by any policy, or
  - ▶ the limit of liability of any underlying policy is exceeded. This limit must be a minimum of R500 000, or R1 000 000 in the case of vehicle or watercraft liability

Compensation for an occurrence includes loss or physical damage to tangible property and death of, bodily injury to, illness or disease of any person.

Compensation is subject to there being an in force underlying policy in place:

- ▶ which provides the same kind of cover for which I am claiming under this section, and
- ▶ where the conditions of the underlying policy have not been broken

The company that compensates me for any underlying cover must have paid or undertaken to pay, the full amount of the limit of liability which is stated on its policy schedule.

"Underlying policy" refers to existing cover in force with:

- ▶ a registered South African insurance company which covers personal liability, property owner's liability, tenant's liability, motor liability or watercraft liability, or
- ▶ any registered insurance company in the world which covers motor liability in respect of any motor vehicle I own, hire or lease, watercraft liability or property owner's liability in respect of any watercraft or property owned outside the Republic of South Africa

### WHAT AM I NOT COVERED FOR UNDER MIEXTENDED PERSONAL LIABILITY?

- ✗ Personal legal liability arising from:
  - ▶ any judgment, award, payment or settlement, or part thereof, made within a country which operates under the laws of the United States of America or Canada or which is subject to any order made anywhere in the world to enforce a decision made by any court operating under the laws of the United States of America or Canada
  - ▶ the pursuit of any trade, business, or profession
  - ▶ my reckless disregard of the possible consequences of my acts or omissions
  - ▶ a dishonest, fraudulent or intentional act or acts of physical assault or seduction committed by me
  - ▶ any AIDS or HIV-related illness
  - ▶ the letting or hiring out of property or any part thereof
  - ▶ the sale or exchange of any property
  - ▶ the purchase, sale, barter or exchange of property, or my failure to comply with appropriate obligations
  - ▶ the first R5 000 of every claim in respect of property hired, leased or borrowed by me
  - ▶ loss of or damage to any mechanically propelled vehicle, watercraft or aircraft in my care, custody or control
  - ▶ liability which is covered by any compulsory motor vehicle insurance act
  - ▶ motor or watercraft liability, unless there is compensation for liability by an underlying facility or policy, or the liability is excluded due to any territorial limits
  - ▶ watercraft liability if the total length of the watercraft exceeds 10,5 metres
  - ▶ the ownership, possession, use or handling of any aircraft other than model aircraft or hang-gliders
  - ▶ the payment of any fine, penalty, multiple or punitive damages
  - ▶ any debt
  - ▶ the failure to pay maintenance or any amounts following a breach of promise
  - ▶ the first R2 000 of any claim due to the suspension or termination of the employment of any domestic employee





- ▶ liability to a person who was a member of my household at the time of the incident
- ▶ war or war-like acts
- ▶ military uprisings, usurped power, rebellion or revolution
- ▶ civil commotion, labour disturbances or public disorder
- ▶ any act of terrorism by any person or group, whether acting alone or under instruction
- ▶ property that has been legally confiscated
- ▶ pollution, contamination, radioactive or nuclear material
- ▶ emotional shock suffered by a person, other than an injured party, on witnessing, observing or being informed of the injury of another person
- ▶ 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

## MiWay Contact Details

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MiWay Insurance Limited

Physical address: 48 Sterling Road, Samrand Business Park, Kosmosdal, Ext 12, 0157

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

Telephone: 0860 64 64 64

Email: [info@miway.co.za](mailto:info@miway.co.za)

Website: [www.miway.co.za](http://www.miway.co.za)

MiWay is a Licensed **Non-Life** insurer and Financial Services Provider (FSP33970).

