

# Policy Wording





# Policy Wording


**We pride ourselves on offering fast, simple and secure insurance solutions from the touch of a button through our secure App.**

Please take some time to understand the principles, wording and full conditions around your policy.

Our contract with you is made up of this policy wording, the details of your cover, (as set out in your Cover Summary in the MiWay Blink App), and any other written correspondence. On the odd occasion where a matter was resolved over the phone, such recorded verbal agreements also form part of the contract between you and us, the Insurer.

Please double check the information you provided to us, which is summarised in your Cover Summary, as incorrect or out of date information could affect your cover or the outcome of a claim.

This policy includes your 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.

The background is a solid pink color. In the top-left corner, there is a large, light pink circle. In the bottom-right corner, there is a large, dark red circle. In the bottom-center, there is a medium-sized, dark red circle.

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**Please see the definition of the following words or phrases, used in your policy document:**

<b>Authorities</b>	The following are examples of authorities: South African Police Services, Metro Police or Traffic Officers. This is not an exhaustive list.
<b>Collection date</b>	The preferred day of the month on which we'll attempt to debit your account. If a pro-rata premium needs to be collected, the collection date will be the date that you and the Insurer agreed to.
<b>Cover Summary</b>	Your Cover Summary contains your personal details, insured item details, the period of insurance, premium payable, conditions of cover and any specific endorsements applicable to your policy. It can be viewed on the MiWay Blink App as well as via e-mail.
<b>Finance house</b>	The finance house is the registered financial institution where your car is financed. The Insurer accepts the finance house's interest in your car.
<b>Incidents</b>	<p>Incidents that occurred in the last 3 years need to be disclosed on the MiWay Blink App. An incident relates to any accident, loss or event that you may have suffered or have been involved in irrespective of whether a claim was submitted or not, or whether the car was insured at the time or not.</p> <p><i>A typical example where the incident needs to be disclosed: You drove your car and hit a pothole damaging your wheel and rim. You decided not to claim from your insurer and repaired/replaced the damaged items yourself.</i></p>

<b>MiWay Blink</b>	MiWay Blink is a division of MiWay Insurance Limited and any reference to MiWay Blink is a reference to MiWay Insurance Limited.
<b>MiWay Blink App</b>	The MiWay Blink App refers to the mobile application downloaded from the Apple App Store or the Google Play Store, as well as the self-service portal on the MiWay Blink website.
<b>Policyholder</b>	The policyholder named on your Cover Summary and anyone acting on behalf of the policyholder.
<b>Us / We / Our / The Insurer</b>	Any reference to “us”, “we”, “our” or “the Insurer” is reference to MiWay Insurance Limited, which includes MiWay Blink as a division of MiWay Insurance Limited.

## **Correspondence**

When we send you any correspondence to the e-mail address or cell phone number you provided us, we will assume that you have received and read it.

## **Applicable Law**

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

## **Insurable Interest**

For you to take out insurance on an item, you must have insurable interest in the item. Insurable interest means that a direct measurable financial loss would be suffered by the fact that the item is lost or damaged. By having the noted items on cover, you agree that an insurable interest exists in the items.

## **Disclosure of Personal Information**

We do not and will not transfer, process or provide your personal information for independent unauthorised use to or by third parties. We may, however, share your personal information with other insurers and our business partners, if that information is required to provide the product or service you have requested. Our business partners will however adhere to using your information only as directed by us.

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

- When any regulatory authority for the various financial sectors requests it;
- To comply with any regulation passed under relevant legislation, or any legal process;
- Where we have a legitimate interest to do so;
- When you have expressly authorised us to do so;
- If we undergo a change in ownership.



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

You hereby give us consent to:

- Retain, process and verify your information against reputable and secure database sources and provide to any other insurance company, any insurance information you or anyone on your behalf or anyone covered under this policy has given us regarding any insurance policy or claim made or lodged by you, anyone acting on your behalf or anyone covered under this policy.
- Retain and/or share your information for research and statistical purposes.
- Process your information for the purposes of determining premium, excess and any other risk related matter relating to this policy.
- Use any available information derived from your car's tracking device, Dashcam, any other security installed, your car's internal computer, or generated by the MiWay Blink App, to assist us in validating the circumstances of a claim.

We will retain your information for the prescribed period of 5 years, or for as long as required or entitled by law, after termination of your policy, after which we will de-identify (where the information can no longer be used to identify you) your information.

This permission clause will remain in force even if your policy is terminated for whatever reason and for the duration that the de-identified information is retained by us.

## 02 | Car Insurance

### Insured Value

Your car is insured for its retail value which is the average current selling price (on a dealer's floor) as per the TransUnion Auto Dealer's Guide.

- If the car is a rebuilt (Code 3) vehicle, the insured value is adjusted to 70% of retail value.
- If your car is either stolen, written-off or declared uneconomical to repair, you will be paid the insured value according to the value of your car at the time of the loss. We will establish the insured value based on the retail value at the time of the incident, or alternatively from reputable independent sources, taking into account the age, mileage and condition of your car. Your car will be considered uneconomical to repair when it does not make financial sense to repair it, based on the extent of the damage, taking into consideration the repair costs and insured value of the car. In such cases, the car wreck becomes the Insurer's property.
- The retail value of the car is the maximum amount that will be paid in the event of a valid claim. The following amounts, if applicable, will be deducted when the settlement of the claim is calculated:
  - excess
  - dual insurance
  - betterment
  - depreciation
  - undue cashbacks received (*Please refer to the Claims section below for more detail*)

### The Regular Driver

You confirm that you, as the policyholder, are the regular driver of the insured car. The regular driver is the person who drives the car most often in any given monthly period. If you are not the regular driver, we advise that the regular driver takes out a policy on the MiWay Blink App and insures the car in his/her own name. The reason for the restriction of regular driver is because the MiWay Blink App monitors your trips in order to calculate your monthly cashback. If someone else drives the car most often, we would not be able to monitor that person's trips.

You will still be covered (as explained in the rest of this document) if someone else drove your car with your permission, unless that person drove the car more often than you and was in fact the regular driver of the car.

## **Cover outside of South Africa**

Your car is covered in South Africa, Botswana, Lesotho, Malawi, Mozambique, Namibia, Eswatini, Zambia and Zimbabwe, provided the car is registered in South Africa and the address where the car is usually kept, is in the Republic of South Africa.

Cover outside of South Africa is limited to private use, own damage only and for a maximum period of 60 consecutive days.

*Scenario: If you are in a car collision while in Eswatini, you will not have cover for the damage you caused to someone else's property.*

## **Car Security**

- Where a tracking device is installed in the car, you need to notify the tracking company immediately after becoming aware of the theft/hijacking of the car in order to have theft and hijack cover.
- If we require an additional tracking device to be installed in your car, it would have been confirmed with you in the MiWay Blink App and would be noted on your Cover Summary.

### The Risks

The risks that you have selected and are covered for are noted on your Cover Summary in the MiWay Blink App. If all risks have been selected, you will enjoy full comprehensive cover. You can choose to be insured for the following:

✓ **Loss or damage to your car caused:**

- in an accident
- intentionally or by animals other than your own domestic animals
- by theft, hijacking, attempted theft or attempted hijacking
- by fire or explosion
- by earthquake, storm, hail, flood or snow

*This also includes damage to glass.*

✓ **Liability to Other Parties**

You or members of your household, who were authorised to drive your car, are covered for legal liability of up to R5 million following a car accident whilst driving the insured car that causes damage to other peoples' property. This includes legal costs that someone else can claim from you and which we agree to pay in order to settle or defend a claim against you.

**To be covered for liability, the accident must involve:**

- the insured car, or
- any vehicle, motorcycle, trailer or caravan being towed by the insured car, or
- a vehicle that is not on the policy, but which you, the regular driver or any members of your household, personally drove, as long as you/he/she have not hired it, do not own it or have it under a hire purchase agreement. The Insurer is not responsible for damage to the vehicle you/he/she drove, unless that vehicle is specifically insured for loss or damage with the Insurer.

## What is not covered under liability to other parties:

### ⊗ **Liability for death, bodily injury and/or emotional shock.**

Liability for death and bodily injury is covered by the Road Accident Fund inside South Africa. When travelling outside South Africa, you should consider purchasing cover for liability for death and bodily injury. Country specific cover is often compulsory and available when entering other countries.

### ⊗ **Liability for loss of or damage to:**

- Property owned by you or any members of your household.
- The vehicle not insured on this policy that you or members of your household drove at the time the incident occurred.
- The object/item being towed by the insured car.

### ⊗ **Liability where your car claim was rejected, therefore any incident that causes damage to other people's property where the claim for loss of or damage to the car itself is not covered.**

*Scenario: If your claim for damage to your own car is rejected and you have caused damage to another party's property, the other party's damage won't be covered either.*

## Benefits

In the event of a valid claim for the car itself, the following is covered up to the amount stated on your Cover Summary:

### ✓ **Crash detection and response**

- The MiWay Blink App can detect a car crash and will notify us if you were in an accident. We will attempt to contact you to find out if you need assistance and to arrange for towing if necessary. If we detect that it was a serious crash and we can't get hold of you, we will dispatch an ambulance to the location of the crash. While we make 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 your phone losing signal or being on battery saver mode. The Insurer, 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 the MiWay Blink App's inability to detect a crash.

### ✓ **Towing, recovery and storage**

- Reasonable towing and storage costs to tow and store the car at the nearest place of safety following an insured event. Only our approved towing operators may tow the car after an insured event. Authorisation for towing must be obtained from our MiHelp emergency call centre to ensure the safe removal and storage of the car and that you don't incur the towing costs.
- Wreckage removal in the case that the insured car needs to be recovered from a site before it can be towed. Our approved towing operator must be used.

### ✓ **The replacement fees for lost or stolen 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.**

## Optional Add-On Cover

The following is only covered if you have selected it and it is reflected on your Cover Summary together with the applicable premium.

### Car hire

Following an incident for which you have a valid claim, you will be provided with a hired car from a reputable car hire company, when your car:

- is damaged and being repaired
- is damaged and not drivable
- is stolen or hijacked

Whilst driving the rental car you will be responsible for all the usual costs associated with renting a car, which includes:

- 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 you whilst your car is being repaired or for the period that your claim is being finalised. The maximum number of days you will be able to make use of the hired car is noted on your Cover Summary.

### Vehicle extras

We understand that unless you bought a car brand new, you are not always 100% sure which features and extras came with the model specification of your car and which of those were bought as extras at the dealership. Secondly, we understand that you don't necessarily know what the value of each of those vehicle extras are. To make it easy for you, our cover for vehicle extras is based on a percentage of the insured value of your car and we do not require you to specify individual vehicle extras or their values.

At claims stage, we will verify the existence and value of the extras on the insured vehicle. The maximum amount we will pay, in the event of a valid claim, for loss of or damage to vehicle extras is the percentage noted on your Cover Summary or the actual value of your vehicle extras, whichever is lower.

*Scenario: Your car is worth R100 000 and your car's extras are covered for 10% of Retail Value. That means you have cover for up to R10 000 worth of car extras. If your car's extras are only worth R5000, then you'll have sufficient cover and when your car is stolen or written off, the R5000 for extras will be covered. If your car's extras turn out to be worth R20 000, then we'll only pay a maximum of R10 000 for extras, when your car is stolen or written off.*

## **Credit Shortfall**

When the amount you owe in terms of a finance agreement (as defined in the National Credit Act) with a finance house exceeds the insured value, we will pay the shortfall in the event of a valid claim. Your car must:

- be uneconomical to repair
- have been stolen or hijacked and not recovered

The purpose of Credit Shortfall is to cover the shortfall between the insured value of the car and the loan amount and not to cover additional once off charges.

⊗ As such, the following will not be covered under Credit Shortfall:

- the excess on your car claim
- arrear installments due and interest on them
- any early settlement penalties or additional finance charges
- any refundable amounts added to your finance agreement over and above the purchase price of the car
- insurance premiums, motor warranties and maintenance programmes, which must be refunded to you by the company that administers the policy or warranty
- any amount noted on the finance agreement for service and/or delivery
- the credit shortfall on car sound equipment or non-standard vehicle extras. This will only be covered if you selected to cover vehicle extras and up to the amount noted on your Cover Summary



## 04 | What is not covered?

### ⊗ Cars used for:

- Commercial use:  
your car is used for commercial use if it is integral to generating an income.  
*Scenario: You use your car as a taxi or e-hailing service, i.e. to carry fare-paying passengers, the car is then integral to earning an income and is not covered. If you use the car to drive to work and back or you are for example an estate agent that uses the car to see clients, the car will be covered as the car in itself is not integral to generating an income.*
- Any form of racing
- Vehicles used for emergency services
- Law enforcement (including traffic control and armed response vehicles)
- Towing
- Carrying fare-paying passengers (like taxi or shuttle services),
- Driving instruction,
- Rental purposes,
- Being used as a pool car

### ⊗ Cars modified for performance and speed

### ⊗ Cars not registered in South Africa

### ⊗ If any person drives your car:

- 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 or if the foreign licence is a provisional or learner's 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 your car:**
  - 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 your car or the object it is towing at the time of an accident does not meet the roadworthy requirements as required by road traffic legislation**

- ⊗ **If your car is involved in an accident and the person who drove the car leaves the scene of the accident unlawfully**

*Scenario: If you are involved in an accident and it caused damage to someone else's property, you are not allowed to leave the scene of the accident unless you are injured or until you have given your details to all the parties involved. If someone else was injured or died at the scene or claimed that their property was damaged, you can only leave the scene if you are injured or permitted to leave by a SAPS member.*

- ⊗ **Loss of or damage that occurs when any member of your household or someone who has authorised access to your car uses it without your consent and fails to adhere to the terms and conditions of this policy**

- ⊗ **Loss of or damage to your car caused as a result of miss-fuelling (incorrect fuel in your car)**

- ⊗ **Loss of or damage to your car as a result of the car being unlocked (including remote jamming) and unattended to for any period of time**

- ⊗ **Any claim which is caused by or results from:**

- pollution, contamination, radioactive or nuclear material
- any cause that was not sudden and unforeseen gradual deterioration, wear and tear, rust, mildew or fading unless stated otherwise
- servicing, maintenance, cleaning, repairing, restoring or alteration
- mechanical, electrical or electronic breakdown, defect or failure
- the malfunction or failure of vehicle electronics due to unlicensed software, viruses or deliberate changes to the car's computer / electronics
- the car being used to commit any offense. This includes any incident relating to obtaining, using or soliciting narcotics
- leaving your keys in an unsecure place, with an unknown person or a person with no regard and/or responsibility toward your car
- domestic disputes or related incidents

*Please refer to the Sasria section further down regarding cover for the below events:*

- 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

**⊗ Not receiving payment after selling your car (voluntarily handing over your car to a third party).**

It is your responsibility to ensure that valid and legal payment for the sale has been made by confirming with your bank that the funds are actually available for you to withdraw before handing over the car to the other person. Confirmation received via email, the internet, or SMS is not sufficient.

*Scenario: If you sell your car, you need to make sure that your bank confirms that the transaction has been honoured or that the money is not counterfeit before you hand your car over to the buyer.*

**⊗ Loss or damage while the car is in the possession of another party who is selling it on your behalf**

**⊗ Property that has been legally confiscated**

**⊗ 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 your car as a result of any damage sustained to it, is not covered.*

*Scenario: The potential financial loss of not being able to drive to work following an accident is not covered.*

**⊗ Loss, damage or injury caused intentionally by:**

- you or any member of your household
- any person covered under this policy
- any person with authorised access to your property
- anyone acting with your knowledge or consent
- anyone who acts on your behalf
- your tenants or employees

**⊗ Cover given by legislation**

**⊗ Where you have breached any contract or you have accepted liability under an agreement, unless we would have had that liability if the agreement did not exist**

**⊗ Liability which is covered by:**

- any other insurance or a contract with the Insurer
- any compulsory motor-vehicle insurance legislation
- the Occupational Health and Safety Act
- the Compensation for Occupational Injury and Diseases Act

**⊗ Any loss or existing damage that occurred prior to when your cover with us started**

**⊗ Where optional cover is available under certain sections, it is automatically excluded unless the optional cover was selected and noted as included on your Cover Summary**

## 05 | When does your cover start and end?

### **Cover Start date**

- Your cover starts when the policy starts. The start date is shown on your Cover Summary in the MiWay Blink App. The policy will only start if the first premium is received by the Insurer.
- Any changes you make to your policy or cover is effective from the date agreed to between you and the Insurer. The effective date is shown on your Cover Summary.

### **Changes to cover**

- If we make any changes, we will notify you 31 days before the effective date of the change. We will communicate the notice of change to you in the MiWay Blink App, by email or to your cell phone number (via SMS or WhatsApp).
- You are able to make changes in the MiWay Blink App at any time.

### **Cancellation**

- You may cancel your policy at any time with immediate effect.
- We may cancel your policy by giving you 31 days notice by email.
- We will only cancel your policy with immediate effect should you fail to comply with our reasonable instructions or requests, commit fraud on a claim or are found to have been dishonest in relation to a claim.
- If you do not pay your monthly premium for 3 months in a row, your policy will cancel automatically from midnight on the last day for which premium was actually received.

### **Refunds in the event of cancellation**

- If a premium has been paid for any period beyond the date of cancellation, we will refund the relevant portion of the premium less any administrative costs and cashbacks owed to us, unless a claim has been submitted for that period.
- If there are any cashbacks due to you at the time you cancel your policy, the cashbacks due will be paid to you as long as you have confirmed your actual odometer reading as and when requested to do so in the MiWay Blink App before cancelling your policy.

**Payment of premium**

- Your premium, as shown in your Cover Summary, must be paid monthly in advance and will provide you with cover for a month from your preferred collection date.
- We will attempt to collect your premium from the bank account specified on the MiWay Blink App. 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.
- Your cover period will not change even if we debit you on a different date.  
*Scenario: Your cover period runs from the 25th of the month to the 24th of the next month because your collection date is on the 25th of each month. In December we might collect your premium on the 24th because the 25th is a public holiday. This does not change the cover period; the cover period is still from the 25th of December to the 24th of January.*
- If your premium collection is unsuccessful, we may attempt to collect your next premiums before your preferred collection date to ensure successful payment and to ensure that you enjoy cover for the month.

**Non-payment of premium**

- If we do not receive your premium, you will not have any cover for the period for which you did not pay.
- However, you will have 15 days' grace from the collection date to make arrangements for premium to be collected for that cover period. If you reversed the premium at your bank, it is your responsibility to make contact with us to make arrangements for the debit order to be resubmitted as we will not automatically attempt to collect the premium again for that cover period. This grace period will only apply from the second month of cover onwards.
- During the grace period, you will still be covered if the unpaid premium is paid before the grace period expires.

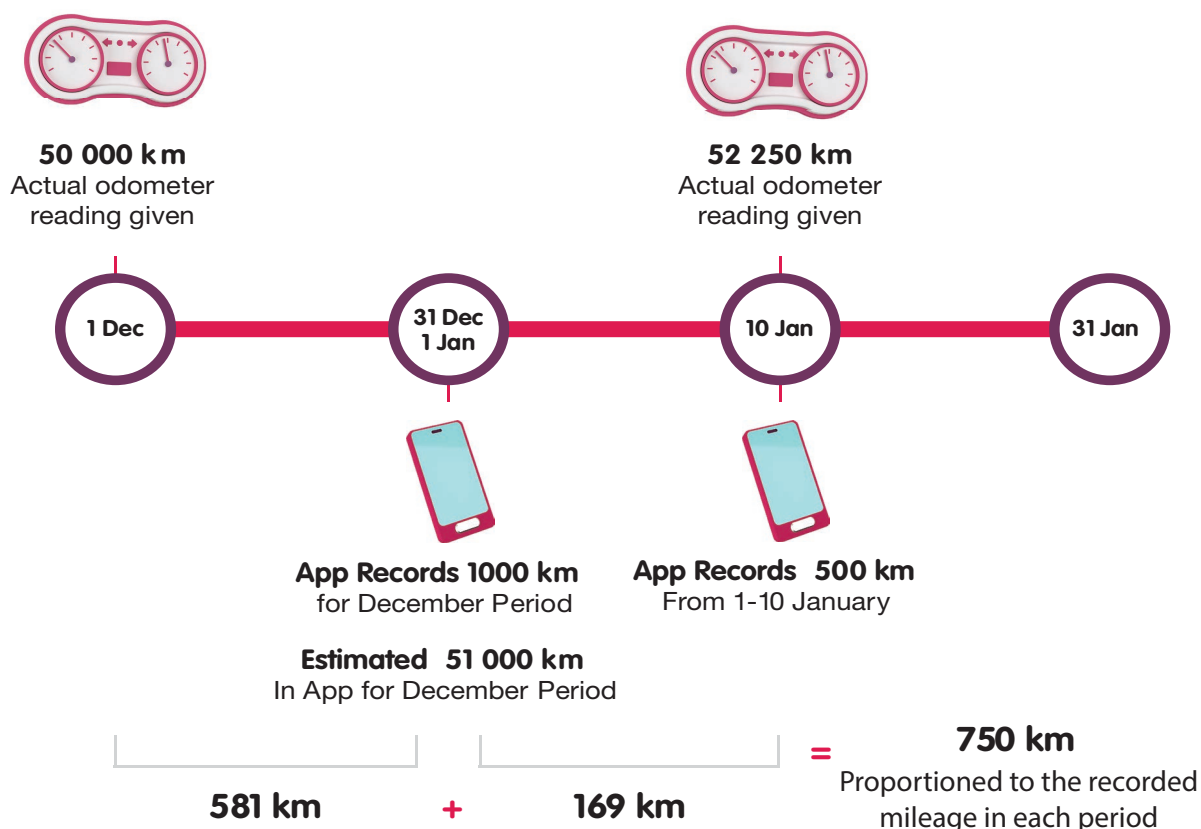
## Cashback discounts

We offer a distance-based cashback discount. You qualify for this discount if it is displayed on your Cover Summary in the MiWay Blink App. If you drive less than the monthly distance threshold, which is shown on your MiWay Blink App, you will qualify for a cashback. The less you drive, the bigger the discount.

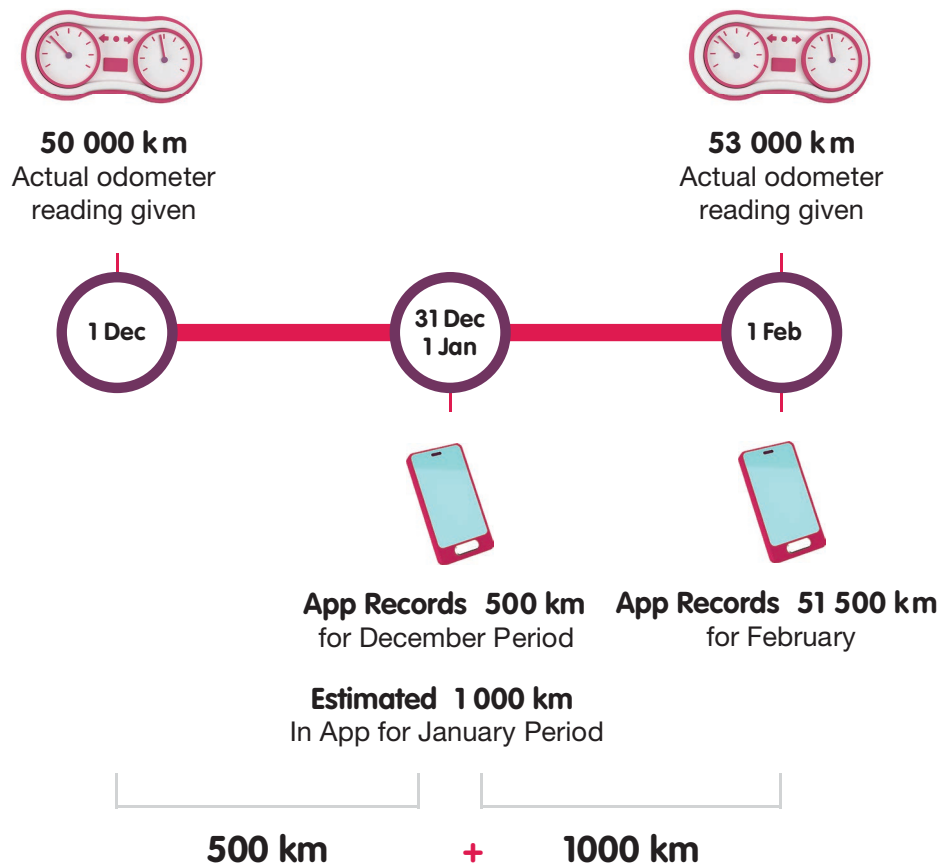
### How does it work?

- You pay a full premium at the start of each cover period. Based on the distance you drove during that period, we will calculate your cashback discount after the last day of the cover period.
- You will be required to confirm the distance noted in the MiWay Blink App for every cover period. Once confirmation is received, we will recalculate your cashback and pay the cashback discount into your bank account within 7 days of receiving confirmation from you.

*Scenario 1: On 1 December, you confirm your odometer reading as 50 000km. In the MiWay Blink App we record cumulative trips of 1 000kms in December and our estimated odometer reading as at 1 January is 51 000km. On 10 January, you provide the actual odometer reading of 52 250km. From 1 January to 10 January, in the App, we record cumulative trips of 500kms. The additional 750kms that were not recorded in the App will be allocated over each period in proportion to the mileage recorded in each period.*



*Scenario 2: On 1 December, you confirm the odometer reading as 50 000km. In the MiWay Blink App, we record cumulative trips of 500km in December and 1000km in January. The next time you confirm the odometer reading is only on 1 February (at this point our estimated odometer reading is 51500km), but you indicate that the actual odometer reading is 53000km. We will then attribute 500 of the extra km to December and 1000 to January based on the recorded trips we have for each of those months. The cashback for December and January will be calculated based on these adjusted monthly distances and paid out as one amount during the first few days of February.*



- The MiWay Blink App monitors your driving and keeps track of the distance you travelled during a month. The cashback discount is calculated on the total distance driven as measured by the MiWay Blink App and thereafter confirmed by you in the App.
- The MiWay Blink App can differentiate between car trips and trips in other modes of transport such as trains, bicycles, airplanes or golf carts.



- The MiWay Blink App tries to distinguish between trips in the insured car vs trips where you were a passenger in someone else's car, but there will be cases where the App cannot correctly identify the difference. It is your responsibility to check the trip log in the MiWay Blink App and to correct any incorrectly classified trips.
- The MiWay Blink App may prompt you from time to time to upload a photo of your car's odometer reading. In this instance, your cashbacks for that cover period will not be paid until we have received a photo of the car's odometer reading.
- Any pending cashback for which the mileage for that cover period has not been confirmed by you, either in the App or by sending us a photo of your odometer, whichever is applicable, will expire after 12 months.
- Once a year, around 2 months before the policy anniversary, the MiWay Blink App will also request you to upload a photo of the car's odometer reading. This allows us to recalibrate the actual distance travelled in that year to the distance measured on the MiWay Blink App during the year. If it is found that you received more cashback than what was due to you, based on your odometer reading, the Insurer has the right to withhold future cashbacks to claw-back the incorrect cashback paid to you.

#### **Some other important things to take note of**

- The cashback cannot be paid into a different bank account than the one you specified in the MiWay Blink App.
- If we did not receive your premium for a particular period of cover, no cashback will be paid at the end of that period irrespective of the distance driven during that period.
- If we received your premium and as a result you enjoyed cover for that period, and you then reverse the premium at your bank after a cashback was paid, we have the right to withhold future cashbacks to claw-back the undue cashback paid to you.

*Scenario: The Insurer successfully collected your monthly premium of R1000 on the 1<sup>st</sup> of September for the cover period 1 September – 30 September. On the 2<sup>nd</sup> of October, the Insurer pays your cashback discount of R400 based on your monthly distance driven in September. On the 3<sup>rd</sup> of October you reverse the September debit order at your bank. In this case, you have not paid the premium for the month of September and we have given you R400 back in cashbacks – you owe the Insurer R400. Let's assume we successfully collected your monthly premium of R1000 on the 1<sup>st</sup> of October for the cover period 1 October – 31 October and that at the end of October you would have qualified for a discount of R300 based on your monthly distance driven in October. In this case the Insurer will offset the R300 discount against the R400 you owe us and will continue withholding discounts until the outstanding balance is zero at which point you will start to earn cashbacks again.*



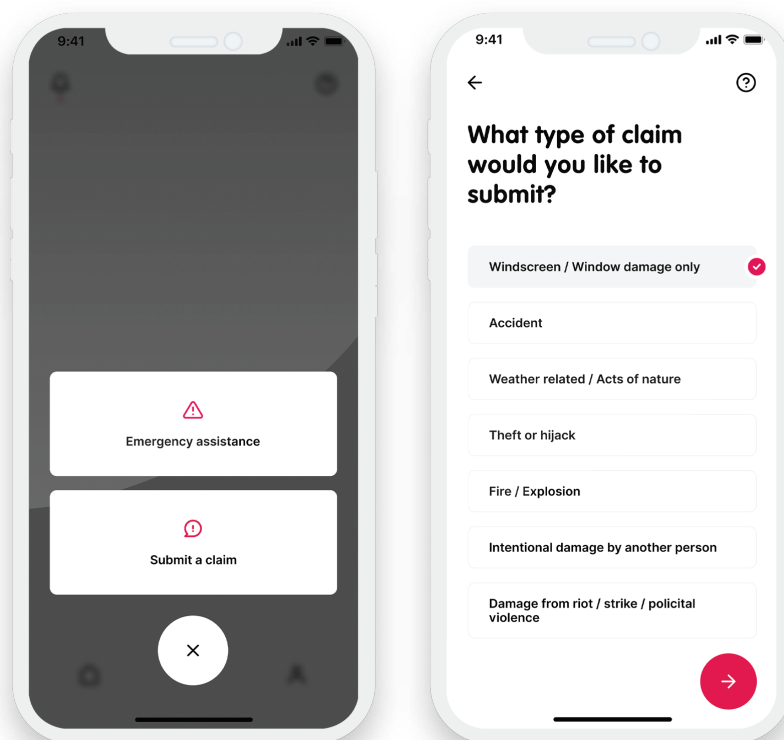
## 07 | Claims

### How to claim

You can submit a claim by:

- logging into the MiWay Blink App
- calling our Emergency Assistance team, MiHelp, on 0860 254 653

**You can find more information about the claims process and what we require from you on our website and App.**



### Excess payable

- The excess is the first amount payable by you on any valid claim. Every time you have a valid claim in terms of this policy, whether the incident was your fault or not, you need to pay an excess as noted on your Cover Summary.
- Any excess payable by you is non-refundable and although we will try our best to recover the excess from the other party in cases where the incident was not your fault, the recovery is not guaranteed.

- If the claimed amount, that is the cost to repair the damage or replace the car, is less than the excess payable, then we will not pay the claim since the damage falls within your excess.

### Claim payments

- We will indemnify you in respect of a valid claim by either paying you in cash, replacing or repairing the car through a supplier or repairer of our choice or any combination thereof.
- If your car is financed, the finance house will be paid first.
- If parts are not available and this delays the repairs process, the Insurer cannot be held responsible and will not indemnify you for the inconvenience it causes you or money you lose or for any liability you may incur because of the delay.
- If the actual distance travelled (based on the odometer reading of your car) exceeds the recorded distance travelled (based on trips logged in the App and as confirmed by you in the App) by more than 10% at the time of a claim, we have the right to reduce your claim payment. We will calculate what the cashback amounts should have been over the period and compare it to the actual cashbacks that were paid out. Let's say the difference is 15%, meaning you got an additional 15% of your premium paid back to you, which wouldn't have been if we had your accurate mileage. In this case, the claim amount will be reduced by the same percentage i.e. 15%.

### Important time limits

To avoid a claim being rejected, you must:

- report your claim, or any incident that may lead to a claim even if you do not want to claim for it, to us as soon as possible, but not later than 30 days after the incident  
*Scenario: If you have been involved in an accident, but have no damages to your own car, you must still report the incident as the other party may decide to claim from you or your insurance.*
- report the incident to the police immediately or as soon as reasonably possible after becoming aware of the incident. This relates to any lost items and loss or damage caused by theft, attempted theft, hijacking, attempted hijacking, fire, intentional acts or a collision (if required by law)
- send a summons from a third party through to us within 10 days after receiving it. We will not be responsible for any legal costs, interest or additional damages where the third party obtained judgment due to a delay on your side in sending through the summons

- provide us with any documents that you receive in connection with any claim against you, within 10 days after receiving it  
*Scenario: If you receive a letter of demand from another party, you must forward the letter to the Insurer within 10 days for us to attend to the matter.*
- start with the repairs or replace any item(s) you have claimed for within 6 months from the date that your claim was authorised

### **Fraudulent acts**

- If you, or anyone acting on your behalf, submits a claim or any information or documentation relating to a claim, which is in any way fraudulent, dishonest or inflated, no benefits under this policy will be paid. We will reject the whole claim and all premiums paid will not be refunded. We will cancel the entire policy retrospectively to the reported incident date, or the actual incident date, whichever date is the earliest.  
*Scenario: If we receive new information at any stage and it is found that you were dishonest on a previous claim, the previous claim will be rejected, and your policy will be cancelled from the previous reported incident date.*

### **Dual insurance**

If you have any other insurance policies insuring the same car for the same cover, you will only be paid proportionately on a valid claim. You will still be liable to pay the full excess applicable on the claim and no premium refund will be made.

### **Proof of ownership**

We may, when reasonable, ask you to prove ownership of the car you are claiming for. If you are claiming for damage to your car, you need to make the car available for inspection in order to prove the extent and nature of the damage.

### **Acting on your rights**

- When you submit a claim, we may act on your rights or obligations against other people or entities to recover costs or to defend any possible claim against you. We will act on the version of events provided by you when submitting your claim. If it is found that your version differs from the truth, the Insurer will not be responsible for any legal costs, interest or additional damages and may recover any such costs already incurred from you.
- You may not institute and/or proceed with any litigation or action to recover your excess payment from a third party as this could negatively influence any claims that we might have against the third party.  
*Scenario: If you are involved in an accident that was not your fault, the Insurer will automatically try to recover your excess and the money that we paid to repair or replace your car from the third party. If you made a personal arrangement in the meantime with the other party to recover your excess and by doing that prejudiced the Insurer's rights to recover its costs, you will be liable towards the Insurer with regards to the prejudice it suffered as a result of your actions.*

## 08 | Your responsibilities

**To ensure that you have continuous cover and to avoid a claim being rejected, you must download the MiWay Blink App and complete the following steps in the App:**

- **Self-inspection**

An inspection of the car is required for us to identify any pre-existing damage to the car. You do not need to go to an inspection centre, instead you can complete the self-inspection process in the MiWay Blink App when it is convenient for you within the period noted on your Cover Summary.

If you did not complete the self-inspection by the due date stated in the MiWay Blink App, you will not be eligible for any cashbacks until the self-inspection is completed. Based on the pictures and information submitted in the self-inspection process, we may decide not to cover your car. In this case we will cancel your policy from the inception date and refund any premiums we have received. In such cases, your cover is voided as if the policy was never inceptioned.

- **Complete the contract with the tracking company if we require you to install a tracking device**

The tracking requirement for your specific car was explained to you when you took out the policy. If you are required to install a tracking device, you can complete this process and schedule the fitment of the device in the MiWay Blink App.

- **Enable the appropriate permissions on your phone**

In order for the MiWay Blink App to send a crash alert to us you need to give the MiWay Blink App permission to use certain phone features. This includes access to your phone's GPS (Location Services), accelerometer and gyroscope (Motion & Fitness or Activity Recognition) as well as Bluetooth. This allows us to dispatch emergency services when you are in an accident and to monitor your trips and calculate your cashback, every month.

If you do not at all times allow these permissions on your phone, we will not be able to detect when you are in an accident and you would not qualify for the monthly cashback.

- **Pay your premiums and remember to update your banking details on the MiWay Blink App if they change**

- **Ensure that you or any person with authorised access to your car or anyone acting on your behalf adheres to the terms and conditions of this policy.**  
*Scenario: If one of your friends drives your car whilst being under the influence of alcohol or drugs and as a result causes an accident you will have no cover.*
- **Give us and the authorities true and complete information at all times, because we act on the information you give us.**
- **Take all reasonable steps to prevent or minimise foreseen loss, damage, death, injury or liability.**  
*Scenario: If the speed you were travelling at the time of an accident was over the posted speed limit for the road you were travelling on and is considered reckless given the specific road and the conditions at the time, we may not pay your claim.*  
*Scenario: If you were in an accident and you continue to drive your car while being alerted by warning lights on the car's instrument cluster which results in further damage to the engine, you may be covered for the initial damage caused by the impact, but not for the damage caused to the engine as a result of driving the car after the incident.*
- **Not admit any fault or agree to any settlement offer without our written consent**  
*Scenario: If you are involved in a multi-vehicle accident you must not agree to pay for the other party's damages as that could negatively affect our processes of settlement or recovery.*
- **Follow or act on all our reasonable instructions and/or requests**  
*Scenario: If we ask you to complete any document to enable us to validate a claim, you need to do so within the reasonable time we'll provide you.*
- **Get our consent before doing any repairs which are the subject of a claim**

#### **Misrepresentation, misdescription or non-disclosure**

- You must ensure that all the information supplied by you, or anyone acting on your behalf, is correct and complete as any incorrect information may affect the validity of this contract or prejudice any claim you might have under this policy.
- Misrepresenting, incorrectly describing or failing to tell us of any important fact or circumstances relating to this policy, could result in your policy being 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 less any cost incurred by us will be refunded.

- You must inform us immediately of any changes to information noted on your Cover Summary or any changes in relation to the terms and conditions we communicated with you. This includes, but is not limited to:
  - security devices installed  
*Scenario: If your premium is calculated on the basis that you have a tracking device in your car and you cancel the contract with the tracking company, you need to inform us as this could affect the outcome of future claims.*
  - convictions for offences related to dishonesty or fraud
  - the use of the car
  - the regular driver of the car

## 09 | Emergency Assistance

You have access to emergency assistance 24 hours a day, 7 days a week. We will assist you with any sudden, unexpected event that requires immediate and/or urgent assistance to ensure your safety or to limit or prevent the loss/further damage to your car. The service is available within the borders of South Africa. Whether you require assistance after being involved in a car accident, a hijacking or a breakdown next to the road, **you can call MiHelp for assistance on 0860 254 653.**

### Medical assistance

Emergency services (ambulance or a rapid response vehicle) will be dispatched to the scene of the medical emergency immediately upon MiHelp receiving your request via the App or your call or if we received a severe crash notification from your MiWay Blink App account and can't get hold of you. Where appropriate life-saving support will be provided to you and/or your passengers and where relevant, the injured person will be stabilised before transfer (if required) under appropriate medical supervision. The injured person will then be transported to the closest, appropriate medical facility capable of providing adequate care.

## What is covered under Roadside Assistance?

Overall limit per year (over a rolling 12-month period)	
<p>R4 000 or a maximum of 3 incidents</p> <ul style="list-style-type: none"><li>• The cost for materials, parts and additional labour is not included.</li><li>• MiHelp assistance is still available even if the annual limit is exceeded but the costs will be for your account.</li></ul>	
What is covered?	Limits
<ul style="list-style-type: none"><li>• When your car breaks down (excluding accidents), we'll tow your car to the nearest service provider/place of safe keeping.</li><li>• Towing following a car accident is always covered as long as we appointed or approved the service provider.</li></ul>	Initial towing cost (Cost of additional towing is not covered)
The safe storage of the car following an emergency.	Up to R500
When you have a flat tyre, flat battery or when you locked the keys in the car.	Call-out fee + 1-hour labour
When you've run out of fuel.	1 call-out per year (The cost of fuel is not covered)
Additional towing required to get your car home.	R1 000

Cover against loss or damage as a result of civil unrest, riots, strikes and terrorism is covered by Sasria SOC Limited as they are the only insurer in South Africa that are licensed to cover such risks. Sasria cover is automatically included in your policy and we will collect your Sasria premium and pay it over to them on your behalf. If your car is lost or damaged as a result of one of the below incidents covered by Sasria, you can follow our normal claims process. We will submit your claim to Sasria on your behalf. Claims are settled by Sasria and not by us.

### What is covered?

#### ✔ You are 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 is not covered?

#### ✘ 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.
- Your 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 your Sasria cover and exclusions, click [here](#).






We strive to offer you world-class service so that you never have cause to complain, but if you do have a complaint, we want to make it easy for you to get in touch with the right people, so that we can resolve the matter as soon as possible.





- If you are not satisfied with anything concerning your insurance policy with us, use the chat functionality in the MiWay Blink App to get in touch with us.
- If you are still not satisfied, you may lodge a complaint with the internal complaints department by sending an email to [complaints@miwayblink.co.za](mailto:complaints@miwayblink.co.za)
- If you are not satisfied with the outcome of a claim and/or you do not agree with the feedback provided by the internal complaints department/manager, you can raise your objection to us in writing including the reasons. 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 you first received written notification of the outcome of your claim. The objection must be addressed to the Disputes Resolution Department and emailed to [disputes@miwayblink.co.za](mailto:disputes@miwayblink.co.za)
- Immediately after the 90 days, irrespective of whether you have raised an objection, you have another six months within which to serve summons on the Insurer. If you do not serve summons within this period, your right to challenge the decision will fall away forever.
- Should your complaint still not be resolved by the Dispute Resolutions Department, you 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, your right to issue summons will not fall away. Any remaining time of the above mentioned six months will not run out during the time the Ombudsman has acknowledged your complaint and is dealing therewith.

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

## MiWay Blink, a division of MiWay Insurance Limited

-  **Email:** [info@miwayblink.co.za](mailto:info@miwayblink.co.za)
-  **Website:** [www.miwayblink.co.za](http://www.miwayblink.co.za)
-  **WhatsApp number:** 0860 625 465

## 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 Blink is a division of MiWay Insurance Limited, a Licensed Non-Life Insurer and Financial Services Provider (FSP33970).

# FAIS DISCLOSURE NOTICE

Disclosures required in terms of the Financial Advisory and Intermediary Services (FAIS) Act (37 of 2002).

**Please read this carefully.**

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

As an insurance policyholder I have the right to the following information about MiWay Insurance Ltd ("Insurer"). MiWay Blink is a division of the Insurer. The Insurer is an authorised non-life insurer and Financial Services Provider (33970): the Insurer is authorised to provide financial advice and intermediary services on Short-term Insurance: Personal Lines, Personals A1 and Commercial Lines. The Insurer does not have any restrictions imposed on it by the Financial Sector Conduct Authority (FSCA).

## The Insurer's contact details:

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

## Terms and conditions of engagement:

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

## Claims Procedures

I can lodge all claims via the MiWay Blink App (available from my App Store).

as soon as possible, but within 30 days of the claim event. I should be supplied with written reason/s in the event that my claim is repudiated. Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof must not be the sole reason for repudiating a claim.

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

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

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

## Complaints Procedures

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

### Compliance-Related Complaints

If I have a problem with the way the product was sold to me, the disclosures that were made to me or the advice that was given to me, I may contact the Compliance Officer of the Insurer on 0860 64 64 64, or email to [compliance@miwayblink.co.za](mailto:compliance@miwayblink.co.za). If my compliance-related complaint is not resolved to my satisfaction, I may submit a complaint in writing to the FAIS Ombud at:

PO Box 74571, Lynwood Ridge, 0040. I may also contact the Ombud on Telephone: (012) 470 9080, Fax: (012) 348 3447 and email: [info@faisombud.co.za](mailto:info@faisombud.co.za).

I may also contact the **FSCA** on the below details:

Physical Add: Riverwalk Office Park, Block B, 41

Matroosberg Road, Ashlea Gardens,  
Pretoria, 0081

Postal Add: PO Box 35655, Menlo Park, 0102  
Telephone 012 428 8000/ 0800 20 37 22  
Email: [info@fsca.co.za](mailto:info@fsca.co.za)  
Website [www.fsca.co.za](http://www.fsca.co.za)

### Sasria

For Sasria related matters I may contact Sasria SOC Ltd, registration number 1979/00287/06, at:

Telephone +27 (11) 214 0800 / 086 172 7742  
Facsimile +27 (11) 447 8630 / 086 172 7329

Postal Add: PO Box 653367, Benmore, 2010  
Physical Add: 36 Fricker Road, Illovo, 2196  
Website [www.sasria.co.za](http://www.sasria.co.za)  
Complaints +27 (11) 214 0821 ext.221  
Compliance Officer Mr Mziwoxolo Mavuso  
[mziwoxolom@sasria.co.za](mailto:mziwoxolom@sasria.co.za)  
+27 (11) 214 0800