

# MiPersonal Insurance Policy Wording

# MiPersonal Insurance Policy

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.

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.

My policy wording, Coversheet (schedule) and any relevant attachments explain what cover I have.

I must read the entire policy wording to understand and appreciate its full meaning and impact on me. I must check my Coversheet and ensure that all the information supplied by me, or anyone acting on my behalf, is correct and complete as any incorrect information may lead to the cancellation of my policy or rejection of my claim.

This policy wording defines the cover provided with various icons to highlight:

- What is covered
- What is not covered

**Scenarios (examples) are used where applicable throughout my policy wording to help me understand certain concepts. I am aware that the scenarios used are not exhaustive and do not form part of the policy wording.**

## DEFINITIONS

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** The Coversheet 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 in this policy.
- I / My / Me** The policyholder named on the Coversheet, anyone covered under this policy, anyone acting on behalf of the policy holder and/or entities named as the insured or the regular driver.
- 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 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, which 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)

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## MiPERSONAL SOLUTION

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

### My policy

The contract includes the:

- Policy wording and
- Coversheet

Consensus between myself and MiWay needs to be reached on the risk(s) to be insured, insured value, type of cover, terms and conditions, commencement date, premium and collection dates. My policy will be activated once my first premium is received by MiWay. I am accordingly informed thereof by MiWay.

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.

### Period of insurance

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

### Premium payments

My premiums must be paid in advance on the collection date, should the collection date fall on a public holiday or Sunday the premium will be collected on the working day before or on the first working day thereafter. MiWay may, should my premium return for any reason, attempt to collect my next premium close to my preferred collection date in order to ensure payment.

### Payment not received

If MiWay does not receive my payment for my policy on the collection date, I will not have any cover for the period for which I did not pay. MiWay will allow me a 15-day period of grace for payment of my premium for there to be uninterrupted cover. I must contact MiWay within the grace period to make arrangements for funds to be collected from my designated bank account. Should I require for the funds to be collected from any other bank account I must contact MiWay before the start of the third working day prior to the expiry date of the grace period in order for the transaction to be possible.

- In the case of a monthly policy, the 15-day grace period will only apply from the second month's due payment onwards. If MiWay does not receive the premium for 2 months in a row, my policy will cancel automatically.
- In the case of an annual policy, my policy will automatically cancel if my annual premium is not paid on the collection date or on the date after the 15-day grace period.

### Policy changes and cancellation

Any change or amendment which I make will be effective from the time and date agreed to. I have to give MiWay a month's notice prior to cancelling my policy, which entails that a pro-rata premium could be collected at the next collection date.

**Scenario:** Should I contact MiWay to cancel my policy on the 4th of a month, the cancellation will be effective from the 4th of the following month. I therefore will have cover till midnight on the 3rd of the following month.

MiWay may change or cancel my policy by giving me 30 days notice. MiWay may give me notice verbally, electronically, by fax or by post to my last known address. MiWay will cancel my policy with immediate effect should I fail to comply with their reasonable instructions or requests. For cancellations I must also take into consideration the sections "Payment not received" and "deliberate or fraudulent acts".

### Refunds in the event of cancellation of my policy

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

### My obligations

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

- pay my premiums
- give MiWay and the authorities true and complete information at all times. MiWay acts on the information I provide, therefore any information which is misleading, incorrect or false will prejudice my claim

**Scenario:** If I supply MiWay or the authorities with incorrect details, MiWay will not be able to validate the true events surrounding the incident.

# MiPersonal Insurance

- use all reasonable care and take all reasonable precautions, with the same degree of carefulness which can be expected by law and from the reasonable man on the street, to prevent or minimise loss, damage, death, injury or liability

**Scenario:** If my geyser burst and water is pouring through the ceiling, I need to take action to prevent or minimise further damage to my household goods.

- not admit any fault, nor make any settlement offer without MiWay's written agreement

**Scenario:** If I am involved in an accident I must not agree to pay for the other party's damages as my offer may prejudice MiWay's processes of settlement or recovery.

- agree to comply with all MiWay's reasonable instructions and requests

**Scenario:** In the event that MiWay asks me to complete any document to enable MiWay to obtain my billings and beacons on my cell phone or to obtain my hospital records to validate a claim, I need to do so within the reasonable time set by MiWay.

- get MiWay's consent before doing any repairs, failing which my claim may be rejected
- inform MiWay immediately of any changes to any information regarding:
  - ▶ my circumstances that may affect acceptance of cover, terms and conditions or premium charged

**Scenario:** If my premium is calculated on the fact that I have a tracking device in my vehicle and I cancel my contract with my chosen tracking company, I need to inform MiWay as this could affect the premium or outcome of future claims.

- ▶ 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.

- ▶ my financial position or any person covered under this policy, specifically relating to defaults, civil judgments, sequestrations, administration orders and liquidations of companies in which I have an interest
- ▶ convictions for offences related to dishonesty by me or any person covered under this policy

## How MiWay may 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 a lost or damaged item(s) including whether or not it forms part of a pair or a set, these items become MiWay's property.

**Scenario:** If I claim for one lost diamond earring that is part of a set, the one that I still have in my possession will become MiWay's property.

## What 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 the basic excess as well as any applicable additional excesses as noted on my Coversheet.

The excess payable by me is non-refundable and the recovery thereof, in cases where the incident was not my fault, is not guaranteed. I must also take in consideration the section "MiWay can act on my rights".

## Important time limits

MiWay will only compensate me for a claim if I:

- report my claim, or any incident that may lead to a claim from another party, to MiWay as soon as possible, but not later than 30 days after any 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.

- report any damage caused by a collision (if required by law), lost items, fire, theft, attempted theft, hijacking, attempted hijacking or damage caused intentionally to the police within 24 hours of the incident
- give MiWay any documents that I receive in connection with any claim against me, within 30 days

**Scenario:** If I receive a letter of demand from another party I must forward the letter to MiWay within 30 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
- commence repairs or replace any item(s) I have claimed for within 6 months from the date my claim has been authorised

### Dual insurance

If I have any other insurance policies insuring the same item for the same cover, I will be paid proportionately. This does not apply to Personal Accident cover.

### Proof

When I claim, MiWay can 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 substantiate the extent and nature of the damage.

### MiWay can act on my rights

When I submit a claim, MiWay can act on my rights or obligations against other people or entities to recover costs or to defend any claim they may have against me.

I may not institute and/or proceed with any litigation or actions to recover any excess payment or negate 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 this person. 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 they suffered as a result of my actions.

### Deliberate or fraudulent acts

MiWay will not compensate me for a claim when I, or a member of my household or anybody who acts on my behalf, deliberately causes 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 MiWay will reject that whole claim. MiWay will cancel my policy retrospectively to the reported incident date, or the actual incident date, whichever date is the earliest.

### Disputed claims

If I dispute the outcome of my claim I may raise an objection. This objection is to be done in writing to MiWay together with reasons by no later than 90 days from the day that I first received written notification of the outcome of my claim.

Immediately following the 90 days, irrespective of whether an objection was raised, I have a further 180 days within which to serve summons on MiWay. If I do not serve summons within this period, my right to challenge the decision is forfeited.

### Choice of law

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

### Sharing of information

MiWay respects the confidentiality of my information. I acknowledge that the sharing of claims and insurance information (including financial history) by insurers is essential to enable the insurance industry to guarantee sound insurance practices and prevent insurance fraud. MiWay therefore confirms and discloses the information I have supplied to them relating to claims, insurance and financial history. This is applicable to anyone who is covered under my policy.

# MiPersonal Insurance

## What I Am 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
  - ▶ servicing, maintenance, cleaning, repairing, restoring, dyeing, bleaching or alteration
  - ▶ mechanical-, electrical- or electronic breakdown, defect or failure
  - ▶ computer viruses
  - ▶ moth or vermin
  - ▶ me or any member of my household 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 with no regard and/or responsibility toward my insured item
- ❑ When selling my possessions, I need to have prior confirmation from my bank that valid and legal payment for the sale has been made before handing over my property to the other person.

**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 purchaser.

- ❑ 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 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 member of my household
  - ▶ any one acting with my knowledge or consent
- ❑ Cover given by legislation or other insurance contracts  
Liability which is covered by:
  - ▶ any compulsory motor-vehicle insurance act
  - ▶ the Occupational Health and Safety Act
  - ▶ the Compensation for Occupational Injury and Diseases Act
- ❑ Contractual liability  
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.

## MiSASRIA

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

### What I am covered for under MiSasria

- ☑ 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 I am not covered for under MiSasria

- ☑ 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.

## MiWHEELS

MiWheels covers any passenger vehicle, light delivery vehicle (LDV) (with a gross vehicle mass not exceeding 3 500kg), motorcycle, trailer or caravan which is specified under MiWheels cover.

- ☑ Vehicles used for emergency services (including traffic control and armed response vehicles), law enforcement, towing, fare-paying passengers and taxi purposes are not covered.

The vehicle 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 for any claim. In the event of a valid claim the following amounts will be deducted from the insured value:

- excess
- dual insurance
- betterment
- depreciation

My vehicle can be insured for one of the following values:

- retail value
- market value (the average between the vehicle's retail and trade values)
- trade value
- special agreed value (which applies to unlisted, vintage and collectors' vehicles where a valuation is given by an appropriate approved source)

If my vehicle is either stolen or written-off I will be paid my insured value, including the value of any specified non-standard factory fitted accessories, according to the fair and reasonable value of my vehicle at the time of loss. MiWay will establish a fair and reasonable value, taking the age, mileage and condition of my vehicle and accessories into account, from independent sources.



# MiPersonal Insurance

## The use of MiWheels

My vehicle can be insured for either private use, professional use or business use.

- Private or social purposes, including driving between my home and regular place of work will be classified as private use.
- Professional use is where the vehicle forms an essential part of the performance of any work or function as a Lawyer, Doctor, Actuary, Accountant, Architect or an Engineer and it also includes private use.
- Business use is where the vehicle forms an essential part of the performance of any work or function and it also includes private use.

My Coversheet reflects the use that I chose. It is vital that I insure my vehicle for the correct use in order to have cover.

**Scenario:** If I utilise my vehicle for business purposes, my vehicle is on the road more often than if I only use it for private purposes. The chance of it being stolen or involved in an accident is therefore much greater. The premium for a vehicle being used for business purposes is higher compared to the same vehicle being used only for private purposes. If I insure my vehicle for the incorrect use I will not have cover on my vehicle in the event of a claim as the premium paid will be incorrect.

## The regular driver of MiWheels

My Coversheet reflects the regular driver of my vehicle. The regular driver is the person who drives my vehicle most often in any monthly period. In order to have cover, it is vital 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.

## MiWheels is covered in the following countries

South Africa; Botswana; Lesotho; Malawi; Mozambique; Namibia; Swaziland; Zambia; Zimbabwe

Cover outside of South Africa is limited to:

- vehicles used for strictly private use
- own damage only

The overnight risk address where the vehicle is usually kept must be in 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 not have cover.

- inform MiWay immediately if any of the following as noted on my Coversheet changes:
  - ▶ the address where the vehicle is kept during the day and night
  - ▶ the regular driver
  - ▶ the use of the vehicle

## 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 utilised 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.

It is my obligation 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 a tracking device is installed in the vehicle that I notify the tracking company within one hour of becoming aware of the theft/hi-jacking of the vehicle or as soon as reasonably possible thereafter
- failing which I will not enjoy theft or hi-jack cover.

**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 them within an hour of becoming aware of the theft of my vehicle, I will not have a valid claim in the event that my vehicle is stolen or hijacked.

### MiWheels Cover

I have the option to 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 that I can select from

##### ☑ Loss or damage caused:

- ▶ accidentally or intentionally
- ▶ by theft, hijacking, attempted theft or attempted hijacking
- ▶ by fire or explosion
- ▶ by earthquake, storm, hail, flood or snow
- ▶ to window glass

##### ☑ Liability to other parties

I, members of my household and the regular driver are covered for legal liability following a vehicle accident that causes death or bodily injury to other parties or damage to their property. This includes legal costs which someone else can claim from me and which MiWay agree to pay in order to settle or defend a claim against me. My Coversheet states the maximum amount I can claim per accident.

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 damages to the vehicle I/he/she drove.

MiWay will also compensate the other party for damages, costs and expenses caused by any person who drove or used the vehicle referred to in the policy with the owner or the regular driver's permission, provided that such person will be subject to the terms and conditions of the policy. That person may also not have liability cover of his or her own.

#### What I am not covered for under liability to other parties

##### ☒ Liability for death or bodily injury suffered by:

- ▶ any passenger in the vehicle who is not in a permanently enclosed compartment designed by the original vehicle manufacturer to carry passengers
- ▶ any passenger in or on a trailer or caravan
- ▶ 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 employee or any fare-paying passengers
- ▶ any person in or on a vehicle that is being towed

##### ☒ Liability for loss of or damage to:

- ▶ the property owned by me or 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, or any fare-paying passengers
- ▶ a vehicle being towed by the insured vehicle

##### ☒ Liability where my vehicle claim was rejected.

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

### Additional Cover

In the event of a valid claim for my vehicle itself, the following is only covered if it is reflected as included on my Coversheet.

- ☑ Reasonable towing and storage costs to tow and store the vehicle at the nearest repairer, on condition that I utilise the services of a MiWay approved towing operator.
- ☑ Emergency medical costs for the maximum amount as stated on my Coversheet for any passenger in the vehicle who is injured as a result of the insured event.

# MiPersonal Insurance

## Optional add-on Cover

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

### ■ Vehicle sound equipment and other accessories

- ▶ Loss of or damage to:
  - non-standard vehicle sound equipment will only be covered if it is noted on my Coversheet
  - non-standard fitted accessories are only covered if they are noted on my Coversheet
  - accessories fitted to caravans and trailers are only covered if they are included in the insured value

### ■ 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:
  - the security deposit, running costs as well as the collection and delivery fees
  - the excess in the event of a claim for loss of or damage to the hired car

The hired car is available for the maximum period I selected or until my claim is finalised if it is within the selected period, whichever date is the earliest. My Coversheet reflects the period that I chose.

### ■ 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 company exceeds the insured value.

- ▶ My vehicle must:
  - be uneconomical to repair
  - have been stolen or hijacked and not recovered

#### What I am 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:
  - 10% of the market value of my vehicle; or
  - 10% of my insured value; or
  - 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 I am 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 drivers licence or, in the case of a foreign drivers licence, without a valid International Driving Permit
- ❌ 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

- ❑ If my vehicle is involved in an accident and the person who drove my vehicle leaves the scene of the accident unlawfully.
- ❑ Where my vehicle is used for:
  - ▶ racing or competition
  - ▶ driving instruction, towing, hiring and carrying passengers, for which payment is received
- ❑ Where my vehicle is involved in an accident and it does not meet the roadworthy requirements as stated by road traffic legislation.
- ❑ Loss of or damage to my vehicle when any member of my household used it without my consent and failed to adhere to the terms and conditions of this policy.
- ❑ Damage to my vehicle caused as a result of misfuelling (incorrect fuel in my vehicle).
- ❑ Loss or damage to my vehicle as a result of my vehicle being unlocked and unattended to for any period of time.

## MiWATERCRAFT

MiWatercraft covers 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 for any claim. In the event of a valid claim the following amounts will be deducted from the insured value:

- 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.

### MiWatercraft is covered in the following countries:

South Africa; Botswana; Lesotho; Malawi; Mozambique; Namibia; Swaziland; Zambia; 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.

### My obligations

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

- inform MiWay immediately if the address where my watercraft is kept, as noted on my Coversheet, changes
- ensure that anyone navigating my watercraft:
  - ▶ is competent to do so and where required by law, has the necessary certification or license to navigate such a craft and
  - ▶ adheres 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

# MiPersonal Insurance

## What I am 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. (Maximum 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 I am not covered for under liability to other parties

- ☒ Liability to members of my household or any of my employees.

## Optional add-on Cover

The following is only covered if 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 agree to 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 I am not covered for under liability to a water-skier

- ☒ I am not covered for Liability to members of my household or any of my employees.

## What I am 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.
- ☒ Loss, damage or injury caused by:
  - ▶ insects, animals or pests
  - ▶ 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.

## MiHOME STUFF

MiHome Stuff covers 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 who live with me. Outbuildings, whether they are separate from my home or not, include garages, domestic quarters and storerooms.

- ❑ MiHome Stuff 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 for any claim. My Coversheet also reflects the sum insured for jewellery and watches, which is the maximum amount that will be paid in the event of a claim for jewellery and watches. In the event of a valid claim the following amounts will be deducted:

- excess
- dual insurance
- under-insurance

I need to insure MiHome Stuff for its total replacement value. This is the cost of replacing my lost or damaged item(s) with new ones. Should I insure MiHome Stuff for an amount less than its replacement value, I will be under-insured and I will be paid proportionately 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, I will only be paid out 60% of my claim amount.

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.

### My obligations

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

- ensure that anyone living on my premises complies with the terms and conditions of this policy.
- inform MiWay before the date that:
  - ▶ my address, as noted on my Coversheet, changes

**Scenario:** If I move from Pretoria to Cape Town without telling MiWay I will be paying the wrong premium as the risk factors between the two areas may differ. My security at my new address could also be different.

- ▶ my home becomes unoccupied for any period longer than 60 consecutive days
- ▶ my home is let or sublet
- ▶ business will be conducted from my home
- ▶ my home will be under construction or building alterations are being made to my home

### What I am covered for under MiHome Stuff

- ❑ Loss or damage caused by:
  - ▶ Fire and explosion, unless 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. The maximum amount that will be paid is R300.
  - ▶ Theft of coin, stamp and medal collections. The maximum amount that will be paid is R750.
  - ▶ Personal documents. The maximum amount that will be paid is 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 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

# MiPersonal Insurance

- ❑ 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
- ❑ Accidental breakage only of television sets, mirrors or glass forming part of any furniture, unless the property is unoccupied, illegally occupied, vacant or abandoned.

**Scenario: If I accidentally drop an ornament and it breaks, I will not be covered.**

- ❑ 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 MiHome Stuff being transported to a new permanent address caused by an accident involving the vehicle carrying MiHome Stuff.
- ❑ 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 will only receive alternative accommodation until MiWay has finalised my claim for MiHome Stuff. 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 made by the fire brigade or any public authority following an incident for which I can 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 who live with me are legally responsible for:
  - ▶ accidental death or bodily injury to people other than myself, members of my household, my domestic employees or my tenants
  - ▶ accidental loss of or damage to property belonging to people other than myself, members of my household, my domestic employees or my tenants

This includes legal costs which someone else can claim from me and which MiWay agree to 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 I am not covered for under liability to other parties**

- ❑ **Liability arising from:**
  - ▶ the ownership or possession of animals other than cats and dogs
  - ▶ the ownership, possession or use of lifts
  - ▶ the ownership, possession or use of aircraft, mechanically propelled vehicles, trailers, caravans 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 loss of or damage to my stuff itself is not covered

### Optional add-on Cover

The following is only covered if 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 or damage to locks and keys of the building where my MiHome Stuff is kept. The maximum amount I have selected to be insured for is noted on my Coversheet.

### Additional Cover

There is no excess payable for any of the following claims:

Food that deteriorates because of a power failure or if my fridge or freezer breaks down	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 household 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</li> </ul>	R2 000 R3 000 R3 000 R1 500 R 500

### What I am not covered for under MiHome Stuff

- ☒ Loss 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 cause loss or damage:
  - ▶ a rise in the underground water table or pressure caused by it
  - ▶ scratching, chipping, cracking, denting, biting, tearing or dirtying
  - ▶ insects, animals or pests
  - ▶ business conducted from my home
  - ▶ 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.



# MiPersonal Insurance

- ❑ Where any of the following either cause or contribute to damage:
  - ▶ defects in the design or construction of the building, or where the structure would not have been approved by the relevant local authority at the time of construction
  - ▶ construction, alteration or repairs, defective workmanship or defective materials
  - ▶ a lack of maintenance

## MiMOVABLES

MiMovables covers personal belongings, which belong to me or to any members of my household who live with me. 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 for any claim. In the event of a valid claim the following amounts will be deducted:

- 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.

### Where I am covered

MiMovables are covered anywhere in the world.

### 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 chose and is also noted on my Coversheet.

#### ■ 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.

### What I am covered for under MiMovables

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

### What I am not covered for under MiMovables

- ❑ Loss 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:
  - ▶ insects, animals or pests
  - ▶ theft from a vehicle unless there are visible signs of forced entry. The loose items must have been concealed in the boot or cubby-hole of the vehicle. This does not apply to baby or toddler seats
- ❑ Accidental damage to:
  - ▶ sporting equipment, excluding bicycles, 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.

## MiPLACE

MiPlace covers the permanent structures at my property. This includes my home and my outbuildings whether they are separate from my home 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, swimming pools, swimming pool-, borehole- and spa pumps.

### Insured value

My Coversheet reflects the insured value, which is the maximum amount that will be paid for any claim. In the event of a valid claim the following amounts will be deducted:

- 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.

**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.

### My obligations

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

- ensure that anyone living at my premises complies with the terms and conditions of this policy.
- inform MiWay before the date that:
  - ▶ my address, as noted on my Coversheet, changes
  - ▶ my building becomes unoccupied for any period longer than 60 consecutive days
  - ▶ my building is let or sublet
  - ▶ business will be conducted from my premises
  - ▶ my home will be under construction or building alterations are being made to my home

**Scenario:** If the roof of my house is made of tiles I will pay a premium for the specific risk. If I decide to add a thatch area to my building without telling MiWay I will be paying the incorrect premium, as the risk of fire damage is much higher for thatch. My place will therefore not be covered for fire damage.

### What I am covered for under MiPlace

- ☑ Loss or damage caused by:
  - ▶ Fire and explosion, unless the property is illegally occupied, vacant or abandoned
  - ▶ earthquake
- ☑ Loss or damage caused by 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
- ☑ 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.
  - ☒ I am not covered for my direct solar heating system if I am not in a frost free area.

# MiPersonal Insurance

- ❑ 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
- ❑ Accidental damage to:
  - ▶ fixed glass and 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.
- ❑ Loss or damage 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
- ❑ 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.
- ❑ Damage caused by 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
    - ▶ normal settlement, shrinkage or expansion of the dwelling
    - ▶ 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
- ❑ **Liability to other parties**

I am covered for personal liability as a homeowner up to the amount reflected on my Coversheet where I and members of my household who live with me are legally responsible for:

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

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

### What I am not covered for under liability to other parties

- ❑ Liability arising from:
  - ▶ the ownership or possession of animals other than cats and dogs
  - ▶ 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 building itself 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.

### Optional add-on Cover

The following is only covered if 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.

#### ■ Extended cover for geysers and pipes

Damage caused by the leaking or bursting of a geyser, its parts and any concealed pressure pipes. This includes damage caused by gradual deterioration, wear and tear, rust, decay, cracking, splitting, faulty materials and workmanship or latent defects.

The cost of repairing or replacing the geyser, its parts and any concealed pressure pipes is covered in full. However, damage covered by any guarantee or damage occurring within the first year of installation, is not covered. 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.

#### ■ Power surges and dips

Loss or damage caused by power surges and dips.

### What I am 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.
- ❑ Where any of the following cause loss or damage:
  - ▶ a rise in the underground water table or pressure caused by it
  - ▶ scratching, chipping, cracking, denting, biting, tearing or dirtying
  - ▶ insects, animals and pests
  - ▶ 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 cause or contribute 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
  - ▶ construction, alteration or repairs, defective workmanship or defective materials
  - ▶ a lack of maintenance

## MiEXTENDED PERSONAL LIABILITY

By selecting Extended Personal Liability cover I will have extended cover for MiWheels, MiHome Stuff, 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 in the event of a claim.

### What I am covered for under MiExtended Personal Liability

- ☑ I am covered for 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 is subject to there being an underlying policy in force:

- ▶ 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 coversheet.

The maximum amount that will be paid is noted on my Coversheet and includes any legal costs which someone else can recover from me and which MiWay agrees to in order to settle or defend a claim against me.

"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 I am 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 or multiple, punitive or exemplary 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

## MiPERSONAL ACCIDENT

MiPersonal Accident covers the lives insured as noted on my Coversheet for accidental death occurring anywhere in the world provided they are between the ages of 14 and 70. Death must occur within 12 months of the accident.

### Insured value

My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of death.

### What I am covered for under MiPersonal Accident

- ☑ Death directly caused by an accident. This includes presumption of death (determined by a court) following disappearance after an accident involving any vehicle, air- or watercraft in which I was travelling.

### What I am not covered for under MiPersonal Accident

- ☑ Death caused by:
  - ▶ any existing physical defect or infirmity
  - ▶ being under the influence of alcohol or drugs
  - ▶ pregnancy or childbirth
  - ▶ suicide, attempted suicide or any intentional self injury
  - ▶ insanity
  - ▶ any disease passing from one person to another, including any HIV- or AIDS- related illnesses
  - ▶ provoking assault, breaking the law or disturbing the peace
  - ▶ participation in any defence, correctional or security services
  - ▶ an accident which occurs while I am travelling in, getting on or off any aircraft unless:
    - I am a fare-paying passenger and
    - it is licensed to carry passengers and
    - a registered transport company owns it
  - ▶ an accident which occurs while I am taking part in extreme sports for example: Off-road motorcycling; any kind of speed contest other than on foot; aeronautics; hang-gliding; skydiving; parachuting; mountaineering where the aid of guide ropes is required; rock climbing; game hunting; hurdling; steeple chasing; polo; professional sports; snow or ice sports; racing with power-driven vehicles, watercraft or aircraft; martial arts; bungee jumping; scuba-diving or cliff diving
  - ▶ using machinery for commercial purposes
  - ▶ mining or using explosives

## MiPERSONAL ROAD

MiPersonal Road covers the lives insured as noted on my Coversheet for accidental death or permanent disability (the physical or total functional loss of limbs, eyes, hearing or speech) caused by a motor vehicle (including motorcycle) accident occurring on roads in the Republic of South Africa provided that the lives insured are between the ages of 14 and 70. Death or permanent disability must occur within 12 months of the accident.

### Insured value

My Coversheet reflects the insured value, which is the maximum amount that will be paid in the event of death or permanent disability (the benefit table is reflected on my Coversheet).

### My obligation

In order to have a valid claim, I need to report any incident caused by a motor vehicle accident to the police within 24 hours of the incident.

### What I am covered for under MiPersonal Road

- ☑ Death or permanent disability directly caused by a motor vehicle accident. This includes presumption of death (determined by a court) following disappearance after an accident involving any vehicle in which I or the nominated individuals were travelling.
- ☑ Motor vehicle accidents involving motorcycles if I have a learners licence only are not covered

### What I am not covered for under MiPersonal Road

- ☑ Death or permanent disability caused by any existing physical defect or infirmity

**Scenario:** I cannot claim if I did not have the use of my arm before the motor vehicle accident and it now needs to be amputated.

# MiPersonal Insurance

- ❑ If the life insured drives a vehicle:
  - ▶ and is the sole cause of the accident
  - ▶ whilst being under the influence of alcohol or drugs
  - ▶ whilst having a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test
  - ▶ and refuses to give either a breath or blood sample
  - ▶ and leaves the scene of the accident unlawfully
  - ▶ with a licence that is endorsed for drunken or reckless and negligent driving
  - ▶ without a valid South African driver's licence or, in the case of a foreign driver's licence, without a valid International Driving Permit
  - ▶ and commits suicide, attempted suicide or any intentional self-injury
  - ▶ whilst being insane
  - ▶ whilst participating in any defence, correctional or security services
  - ▶ that does not meet the roadworthy requirements as stated by road traffic legislation
  
- ❑ If the life insured is a pedestrian and:
  - ▶ is the sole cause of the accident
  - ▶ is under the influence of alcohol or drugs
  - ▶ commits suicide, attempted suicide or any intentional self injury
  - ▶ is insane
  
- ❑ An accident which occurs while the life insured is a fare-paying passenger travelling in any vehicle unless:
  - ▶ the vehicle is licensed to carry passengers and
  - ▶ a registered transport company owns the vehicle
  
- ❑ An accident where the life insured is travelling in or driving a vehicle:
  - ▶ whilst participating in a race or competition
  - ▶ being towed



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