



# Business Insurance Product and Process Training



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## **Module 1: General Terms and Conditions**

## 1.1 Quotations and Inception of a Policy

1.1.1 30 Day rule - Quotations

Once a client has been quoted by MiWay either through another Brokerage, Dealership or by means of a direct quotation, the quotation is locked in for a period of 30 days. This means that the quotation belongs to the initiating party and can only be changed from quotation to policy by that initiating party. If the client wishes to obtain a new quotation, this can be done by a new initiating party on condition that there is a change in the risk being quoted.

Should the client however wish to continue with the initial quotation after the 30-day period, the client may do so through a new initiating party.

 All Quotations are valid for a period of 30 days. All quoted premiums are subject to change if there is a change to the initial risk quoted. Should the client wish to accept the quotation, all the underwriting info will need to be reconfirmed.

#### 1.1.2 General - Quotations

Client consent

As per legislation, client's consent must be obtained to check financial (ITC), previous insurance and previous claims information as well as sharing the client's information with stakeholders. MiWay conducts these checks at quotation stage. Where the client declines to allow for check to be done, a quotation cannot be completed. It is the brokers' responsibility to obtain consent from the client for MiWay to conduct these financial checks which are mandatory for a quotation to be completed.

 It is also the responsibility of the Brokerage to complete a full needs analysis for the client to understand what risk is to be covered, the cover the client needs for said risk as well as make any other considerations with regards to the client's financial needs.



- Where an indicative quote is sent to the broker it is important to remember that the quoted premium may change subject to risk factors that may change during underwriting.
   These factors include but are not limited to:
  - ✓ Previous Claims & Incidents History
  - ✓ Insurance History
  - ✓ Driver Details
  - ✓ Previous Cancellations

#### 1.1.3 Inception of a Policy

All underwriting is to be completed by means of telephonic conversation with policy holder which is completed by the MiWay Business Insurance Sales Call Centre. On completion of quotation with Brokerage, Broker is to contact the Business Insurance Sales Team to advise that the client should be contacted to conclude the sale.

## 1.2 Collection & Non-Payment of Premiums

- Collection is made by means of debit order; we do not accept cash deposits as a form of premium payment.
- MiWay does not double debit, where a previous month's premium return as unpaid, there is no cover for that period.
- 15 days Grace Period is allowed in the event of non-payment of premium. This grace
  period only applies for the second full premium. The risk will remain on cover subject to
  premium being collected within the grace period.
- NAEDO system: in the event of non-payment of premium, MiWay may collect premium for next period of cover before the preferred collection date to ensure payment.
- Where a premium is not collected, on the third consecutive non-payment, the policy will cancel automatically.



#### 1.3 Cancellation of Policy

- The policyholder may cancel the policy at any time with immediate effect.
- MiWay may cancel a policy by providing the client with 31 days' notice. This notice can be provided by email or via post to the postal address noted on the client's policy.
- MiWay will cancel a policy with immediate effect in the event that the client or anyone
  covered by the policy or acting on the client's behalf, failed to comply with MiWay's
  reasonable requests or instructions or commit fraud on a claim or is found to be
  dishonest in relation to a claim.
- An annual policy will cancel if the annual premium is not received on the agreed collection date or on the date after the grace period has lapsed.

#### 1.4 Important Time Limits

- Claims, or any incident that may lead to a claim even if the client does not want to claim for it, must be reported to MiWay as soon as possible, but not later than 30 days after the incident
- Client must report immediately or as soon as reasonably possible after becoming aware
  of the incident to the police, any lost items and loss or damage caused by theft,
  attempted theft, hijacking, attempted hijacking, fire, intentional act and a collision
- Client must send a summons from a third party through to MiWay within 10 days after receiving it. MiWay will not be responsible for any legal costs, interest or additional damages where the third party obtained judgment due to the client's delay
- Client must provide MiWay any documents that the client may receive in connection with any claim against them, within 10 days after receiving it.

#### 1.5 Claims Process

- Client must lodge all claims telephonically by contacting our MiWay Claims Department on 0860 64 64 64. Claims must be lodged as soon as possible however all claims must be lodged within 30 days of the claim event.
- In the event of a dispute in the outcome of a claim, the client must raise their objection in writing to MiWay by sending an email to: <a href="mailto:disputes@miway.co.za">disputes@miway.co.za</a> within 90 days from the date the first written notification of the outcome of the claim is received
- Where the matter is still not resolved to the client's satisfaction by MiWay, client may submit a complaint in writing to the Ombudsman for Short-term Insurance as per the FAIS Disclosure sent to the client



## 1.6 Complaints Process

- Client Complaints are to be sent in writing to complaints@miway.co.za or can be submitted telephonically on 0860 64 64 64 or can be submitted via the Miway website
- ➤ Broker Complaints are to be escalated to the dedicated Broker Consultant on the Broker's portfolio or can be sent in writing to <a href="mailto:brokersupport@miway.co.za">brokersupport@miway.co.za</a> alternatively the Broker Operations manager can be contacted on 0860 64 64 64

Option 3 – Brokers

Option 4 – Broker Administration

#### **Module 2: Broker Processes**

## 2.1 Broker Sales

- Schedule Quotations can be emailed through to <u>brokerbiquotes@miway.co.za</u>. Once the request has been received, ITC check, permission will be requested from Broker that was obtained from the client. Once consent has been received the schedule will be reviewed and where additional information is required the broker will be contacted and quote completed.
- Call Centre Quotations Brokers can contact the dedicated sales team on 0860 88 44 44, advise them which brokerage they are calling from and have their quote completed telephonically. Once this quotation is presented to the client by the broker.

Should the broker and client wish to accept the quotation, the broker must notify MiWay. Where the broker is adequately licensed with relevant contract in place, the broker can accept cover on the client's behalf telephonically or by means of a record of advice. Alternatively, the broker can request MiWay to contact the client for underwriting to be completed telephonically.



#### 2.2 Client Services

MiWay Business Insurance Client Services provides assistance on the below requests:

- Policy Documentation Requests
- Policy Amendments
- Queries on premium deductions
- Amendment of premium deduction date
- Quotations on existing policies
- Amendment of cover / policy inception Date
- MiTrack enquiries

Brokers are to either send these requests through via email to <a href="mailto:business.admin@miway.co.za">business.admin@miway.co.za</a> or these requests can be called through to the dedicated Business Insurance Client Services Team on **0860**64 64 64

Where the broker is adequately licensed with relevant contract in place, the broker can make amendments to the client's cover on the client's behalf telephonically or by means of a record of advice. Alternatively, the broker can request MiWay to contact the client for amendments to be completed telephonically.

#### 2.3 Retentions

MiWay Retentions Department provides assistance on the below requests:

- Cancellation Requests
- Client Retention Requests
  - All Broker cancellation requests should be sent to the MiWay Retentions Department <a href="mailto:businessretentions@miway.co.za">businessretentions@miway.co.za</a>. On receipt of the cancellation request, the MiWay Retentions Agent will contact the client and attempt to retain the client on the Broker's portfolio. Where we are unable to retain the client, cancellation is processed, and cancellation letter sent to the client with a notification and copy of the letter sent to the Brokerage.
  - Where a cancellation is requested on a direct MiWay policy, the request must be accompanied by a signed Broker mandate authorising the Broker to act on behalf of the client.



- Brokerage will receive automated cancellation reports on a daily basis on keyboard cancellations of policies linked to the Broker's Portfolio on condition that the relevant broker e-mail address has been provided to the MiWay Broker Consultant, for set up.

#### 2.4 Broker Administration

MiWay Broker Administration Support provides assistance on the below requests:

- Broker Appointment Requests
- Broker Fee Amendments and Waivers
- Broker Removals
- Broker Contract and Application Requests / Queries
- Broker Commission Queries and Statements
- Reporting Requests

Brokers are to send these requests through via email to <a href="mailto:Brokersupport@miway.co.za">Brokersupport@miway.co.za</a> or these requests can be called through to the dedicated Broker Client Services Team on **0860 64 64 64**Option 3 – Brokers; Option 4 – Broker Administration

## 2.5 Broker Appointments

- Where a Broker's appointment is received on an existing Broker policy, existing Broker will be notified and provided with a 48-hour period to contact their client. After this period, where no feedback is received from existing Brokerage, policy is appointed and moved to requesting Brokerage portfolio. In the event feedback is received from existing Broker advising client wishes to remain on existing Broker portfolio, client is contacted telephonically by MiWay Broker Administrator to confirm.
- Feedback is provided to requesting broker accordingly.

#### 2.6 Broker Fee Amendments / Fee waiver

- Where a request is received from a client to decrease or waive a Broker Fee on a policy linked to a Broker's portfolio, a request for approval is sent to Brokerage. Brokerage is then to contact client to negotiate and agree on Broker fee to be charged on the policy and feedback to be provided to Broker Administration Support Team. Broker Fee is then amended accordingly, and updated policy schedule is sent to client with a copy of the schedule sent to the Brokerage for record keeping
- Should Broker Sales Agent request to decrease fee at sales stage in order to reduce premium, approval request is still sent through to Brokerage Management to approve



#### 2.7 Broker Removals

In the event a client requests for a Brokerage to be removed from their policy, a notification of request received is sent through to the Brokerage. Brokerage to provide feedback with a 48-hour period to contact their client to discuss. Feedback is to be provided to Broker Administration Support Team. Where no feedback is received from Brokerage following the 48-hour period, the Brokerage is removed from policy as per client's request and confirmation thereof is sent through to the Brokerage. Where there is a dispute around the removal of Brokerage from a policy, an email is to be sent to <a href="mailto:brokersupport@miway.co.za">brokersupport@miway.co.za</a> for investigation to be completed, feedback will be provided to the Brokerage accordingly.

#### 2.8 Information Required to Quote

The following information will always be required in order to calculate an accurate quote:

- Client full details (ID number / Company reg)
   This is required for the ITC checks
- 2. Details of risks to be covered
- 3. Driver details / options (Vehicle average km's for example)
- 4. Insurance history
- 5. Loss history
- 6. Previous Cancellations



## **Module 3: Product Offering**

Commercial Vehicle	Stock
Limited Commercial Vehicle	Money
Commercial Trailer	Business Interruption
Special Purpose Vehicles	Electronic Equipment
Goods in Transit	Staff Dishonesty
Business All Risk	Motor Traders
Business Property	Broadform Liability
Office Contents	Professional Liability
Building	Business Personal Electronic
Environmental Liability	

## **Module 4: Decline List**

Industry	Business Type
Manufacturing	Arms
Manufacturing	Explosives
Manufacturing	Paint
Manufacturing	Paper
Manufacturing	Petroleum
Manufacturing	Tobacco
Manufacturing	Asbestos
Manufacturing	Jewellery
Manufacturing	Vessel
Contractor	Arms
Contractor	Demolition
Distribution	Jewellery
Distribution	Arms
Distribution	Tobacco
Storage	Arms
Storage	Asbestos
Storage	Explosives
Retail	Arms
Sport	Motor racing



## **Module 5: Commercial Vehicle**

#### 5.1 Type of Vehicles covered

- Cars & Bakkies with a GVM up to 3500kg
- Vans & Trucks with a GVM above 3500kg
- Motorcycles
- > All the above vehicles must be registered within RSA

#### 5.2 Insured Values

- Retail
- Market
- Trade
- Special agreed: where MiWay, at point of sale, cannot determine a book value.
  A valuation must be sourced by an appropriate approved third party or be agreed to between MiWay and the policyholder and this should be adjusted by the policyholder on an annual basis
- Retail +20%: agreed value applicable to heavy commercial vehicles.
  This value can be selected should the policyholder feel that based on the mileage and the condition of the vehicle; the value exceeds that of the retail value.

## 5.3 Insured Perils

- Liability
- Accidental
- Theft & Hijack
- Intentional
- Fire & Explosion
- Acts of Nature
- Glass



## 5.4 Cover Options

The policyholder has the option to choose any of the perils/risks on a non-financed vehicle. This way the policyholder can tailor the cover to suit their needs.

- > To offer the client full comprehensive vehicle cover no perils should be removed.
- To offer the client "Third Party, Fire and Theft Cover" the Accident, Glass and Hail/Flood perils can be removed.
- > To offer the client "Third Party Cover" all perils except the Third-Party Liability peril should be removed.

#### 5.5 Vehicle Use

- Private use
- Business use
- Rank Taxi: where the vehicle is used for carrying fare paying passengers to and from an undetermined location and is not fitted with an electronic taxi meter or does not utilise a mobile device application
- ➤ **Meter Taxi**: where the fare is determined by electronic taxi meter or mobile device application.
- **Uber**: where the fare is determined by means of a mobile device application.
- **E-Hailing**: any other platform similar to Uber (excluding Taxify / Bolt)
- > Taxify / Bolt: There are certain criteria clients need to adhere to in order for us to consider insuring their Bolt business.
- > Shuttle Service: where the vehicle is used as a shuttle or by a tour operator collecting passengers from a predetermined location.
- Emergency Response: where the vehicle is used to respond to emergency scenes including ambulances.
- Rental Vehicle: when the vehicle is rented out to customers (long-term or short-term rentals).



#### **IMPORTANT TO NOTE:**

- ➤ **Long Haul** is where the client travels for business from departure to destination for 300km's or more.
- **Co-Driver** is offered to clients who opt for long haul.
  - This benefit will slightly decrease the premium.
- ➤ Business Use at Night refers to vehicles that are not only used during the day and parked at night but are also used during the night (18:00 06:00) on a regular basis.

  (more than 8 times per month or more than twice a week).
- Uber and Rank Taxi

The following terms and conditions are mandatory:

- MiTrack (Cartrack Fleet Management/Tracker Connect) installation through MiWay
- User Based Insurance driving behaviour cover with a speeding penalty excess (step-up excess)
- Passenger Liability up to R5 000 000.00
- Passenger Accident up to R50 000.00

#### 5.6 Uber, Bolt (Taxify) and Rank Taxi Criteria

The following terms and conditions are mandatory.

- MiTrack device installation through MiWay
- User Based Insurance driving behaviour cover with a speeding penalty excess (step-up excess)

## 5.6.1 Bolt (Taxify)

We will cover Bolt (Taxify) on the following conditions:

- Client **must** have **3 months uninterrupted Taxi insurance**; this means that all the clients 'Taxi vehicle' premiums have been paid consecutively for the last 6 months
- > The Driver's license must be older than 2 years (if not an owner driver); and
- There must be a regular or multiple driver/s (no pool driver option).

An additional excess of R5 000 will be payable in the event of a valid claim where: The driver of the vehicle does not have at least 1 years' experience as a driver on an e-hailing platform.

Agent tips have been included under company losses and the policy summary screen, to ensure that we are providing the client with an accurate premium.



#### 5.6.2 Uber

#### Passenger Liability and Passenger Accident

Uber South Africa confirmed that they have taken out an umbrella policy covering all Uber vehicles / drivers for passenger liability and passenger accident cover.

They further confirmed that it will no longer be a requirement for Uber drivers or partners to take passenger accident & passenger liability cover on their individual insurance policies and that insurance documents won't be rejected any more if a driver or partner submits a coversheet that doesn't include these 2 covers.

You therefore don't need to offer this to Uber clients going forward but we will leave the option on MIA for those clients that are afraid Uber might reject their documents if they don't add it.

#### Not yet Uber

When quoting an Uber client who is still in the application process, the use of the vehicle will be PRIVATE until the client has been given the "green light". Please ensure that you advise the client to inform us in order for it to be changed on the policy.

## Renting an Uber Slot

In order to cover a client under Uber there must be insurable interest. We will cover Uber if:

- The driver and the vehicle are registered and active on the Uber platform; or
- The client owns the car or has a long-term lease.



#### Probing questions:

You can use the below two probing questions to help you in determining whether a client is insurable under Uber or not:

- Are you currently registered and active on the Uber platform?
- Who owns the vehicle used for Uber?

#### 5.6.3 UberEATS

We cover any vehicle (bike, bakkie, car, etc.) acceptable by Uber on the Uber Eats platform.

Uber Eats should be captured as follows:

- Type of Industry Contractors & Transport
- Type of Business Meter Taxi
- Type of Use Uber

#### 5.6.4 Rank Taxi

UBI / Step Up is a requirement on Rank Taxi vehicles.

#### The Drivers

- Single Regular Driver
- Multiple Named Drivers
- Pool Driver

## 5.7 Driving Schools

- Pool driver is the only driver option available for driving schools.
- > Client cannot choose any other option due to the nature of the business.
- > An addition excess is also applicable specific to driving schools.



## 5.8 Vehicle Inspections

- > Brand new or demo models on the dealer floor will not require inspection where the factoryfitted security devices meet Midway's requirements
- Second-hand vehicles on the dealer floor will be given 48 hours' accident cover without an inspection to give the client time to get the theft security requirement inspection done.
- Clients will have no accident cover unless the vehicle has been inspected.
- Failure to have the vehicle inspected may result in a claim being rejected as this is a condition of cover (if applicable).

#### 5.9 Code 3 Vehicles

Vehicles that have been **rebuilt** and as such been classified as **Code 3** vehicles should only be insured for market value (not retail or trade).

#### Cars & Bakkies

In the event of a total loss MiWay will pay out 70% of the vehicle's market value at the time of total loss.

### Vans & Trucks

In the event of a total loss MiWay will pay out 100% of the vehicle's market value at the time of the loss.

## 5.10 Noting History Losses & Incidents

Only when the policyholder is a **sole proprietor** with no previous business insurance history will we make use of personal insurance history.

If the entity has a company registration number, MiWay will only make use of business insurance history. If it is a brand-new company MiWay will note no history.

Note all losses and incidents that happened in the last **3 years for regular drivers** (Single Regular Driver/Multiple Named Drivers) and policy holder.



#### 5.11 Drivers Licenses

#### 5.11.1 Learners Licenses

- MiWay accepts regular drivers that have valid learner licenses.
- In the event of a regular driver only having a learner license, the onus remains with the client to ensure that these drivers drive legally (accompanied by a person with valid South African license)
- > Refer to additional excesses applicable to learner drivers

Should an accident occur while a learner driver is driving alone, without the supervision of a person with a valid driver's license, there will be NO cover even if Learner is noted as the regular driver

#### 5.11.2 International License/permit

Persons residing outside South Africa may use a driving license issued in their own country to drive here for as long as it remains valid in the country it was issued. It must contain a photograph and signature of the holder. If this is in a foreign language, a certificate of authenticity or translation must be attached. (National Road Traffic Act Section 23 and Regulation 110)

In order to drive a vehicle requiring a PDP the driver residing in a neighbouring country must carry the equivalent of a PDP issued where he lives even if he does not require such a permit in his own country (National Road Traffic Act Section 32)

Persons entering the country to take up permanent residence must exchange their foreign license for an equivalent South African license within 5 years (no longer 12 months / 1 year) of taking residence. If the license is a provisional or learners license, the holder must follow the normal procedures and take a South African test (National Road Traffic Act Regulation 110).



#### 5.11.3 PDP Licenses

As the operator or owner of the motor vehicle for which a PDP is required, you may not let another person drive the vehicle on a public road, unless s/he has a valid PDP for the appropriate category. These categories are:

- PDP Category P Needed by drivers carrying passengers
- PDP Category G Needed by drivers carrying goods
- ▶ PDP Category D Needed by drivers carrying dangerous goods

To drive certain types of vehicles, you are required to have a professional driving permit in addition to your driving licence. A professional driving permit is required if you drive any of the following:

- A goods vehicle weighing over 3 500 kg
- A breakdown vehicle
- A bus
- A minibus weighing more than 3 500 kg, and which is designed to carry 12 or more people, including the driver
- A vehicle used to transport people for payment
- A goods vehicle carrying dangerous goods, which weighs more than 3 500 kg
- A road tank vehicle for petroleum-based flammable liquids
- A motor vehicle conveying 12 or more people, including the driver
- A professional driving permit is not required to drive a hearse or a tractor.

You can only get a professional driving permit if you:

- have a valid driving licence for the type of vehicle in question; are over the required age limit (this depends on the type of vehicle/Goods in question).
- have been certified as medically fit by a doctor; have been certified by an approved training body (only required for certain types of vehicle).
- have not been convicted of driving under the influence, of reckless or negligent driving or of a violent offence; and
- have never had your driving licence suspended.



## 5.12 Additional cover automatically included following a valid claim

- **Towing and Storage**, available per vehicle per policy year, additional cover available at an additional premium. Covered in Neighbouring Countries and Extended Territories if selected.
- **Roadside Assistance**, available per vehicle per policy year, additional cover also available at an additional premium. Cover only in RSA.
- Mechanical Breakdown (Trucks Only), available per truck per policy year, additional cover also available at an additional premium. Cover only in RSA. There is a R1 500 excess applicable for all Mechanical Breakdown claims.
- Emergency medical expenses for passengers.
- The replacement fees for lost keys and remotes as well as the replacement of locks and reprogramming of the associated vehicle systems.
- Emergency repairs prior to registering a claim, following a claimable event.

When the Neighboring Countries/Extended Territories cover is selected the towing sum insured should be increased as below, but the client is able to lower the limit but must be advised that he will be liable for any shortfall.

#### The towing sum insured should be based on vehicle categories, as follows:

Vehicle Category	Towing inside SA	Additional towing outside SA
Category A & B	R10 000	R30 000
Category M	R30 000	R50 000
Category H	R50 000	R100 000



## 5.13 Optional add-on covers with Additional Premium Charged

- 1. Car Hire
- 2. Loss of Use Loss of use cover is ideal in the case where we are unable to supply a rental vehicle to our clients
- 3. Credit Shortfall
- 4. Body Alterations and Non-Standard Accessories

  Cover for damage/injury to other parties caused by tools of trade whilst in use is only covered under the Public Liability section which could be added to the policy.
- 5. Deposit Cover
- 6. Passenger Liability
- 7. Passenger Accident
- 8. Driver Dishonesty:
  - Cover against loss, damage, injury and liability which would otherwise have been excluded due to certain exclusions listed in the policy.
  - Vehicle theft by driver is also covered.
  - The exclusions will be waived if the policyholder was not aware that the driver / employee was in breach of the policy conditions.
  - The policyholder must also be able to prove to MiWay's satisfaction that, in the normal course of business, procedures and controls are in place and in operation to ensure drivers and other employees comply with the policy conditions.



## **Exclusions Covered by Driver Dishonesty**

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



- 9. Neighbouring Countries
- 10. Extended Territories
- 11. Driver Belongings (only for Category M & H)
- 12. Loss of Fuel (only for Category M & H) following a vehicle accident claim.
- 13. Environmental Transport Liability (New)

Covers costs & expenses reasonably incurred arising from the transportation of dangerous goods in or on the insured vehicle.

#### Cover includes:

- Emergency Response and Spillage Containment
- Clean-up and Rehabilitation
- Environmental and ecological restoration
- 1st and 3rd Party Clean-up Costs
- Loading and offloading
- Handling of the claim
- Customised limits and underwriting

Territorial limits - Africa, south of the Equator

## **Indemnity Limits**

- R1 million
- R5 million
- R10 million
- Annual aggregate
- Limit not divided between clean up and rehabilitation
- Municipal costs as arise limited to R100 000

Example: Foam used to put out the fire - cost to refill

#### Side Tank Spill

Covers cost & expenses which policyholder is legally liable for, following an environmental incident due to the loss of fuel from the vehicle's own fuel tank NOT due to the load.

- automatically added to all category H (Heavy Commercial) vehicles with GVM above 9000kg
- Additional premium is charged
- Cover may be removed



## Riot & Strike (NOT affiliated to SASRIA / NASRIA):

- Provides cover for spillages as a result of a riot or strike.
- Cover is limited to cleanup & rehabilitation of spillages/releases into the environment as a direct result of a riot / strike.
- Includes spillages from the load & vehicle's side tank including oil spills from vehicles, engines or hydraulic equipment, fixed to the primary vehicle.
- > Territorial limits are the Republic of South Africa ONLY.

## **Environmental Transport Liability Excess Options**

STANDARD EXCESS OPTION			
INDEMNITY EXCESS RSA CROSS BORD		CROSS BORDER	
R1mil	R35 000	R120 000	
R5mil	R50 000	R120 000	
R10mil	R75 000	R120 000	

PARTIAL / REDUCED EXCESS OPTION			
INDEMNITY EXCESS RSA CROSS BORDER			
R1mil	R20 000	R100 000	
R5mil	R30 000	R100 000	
R10mil	R50 000	R100 000	



FULL EXCESS REDUCTION OPTION			
INDEMNITY EXCESS RSA CROSS BORDER			
R1mil	Nil	R50 000	
R5mil	Nil	R50 000	
R10mil	Nil	R50 000	



## 5.14 Security Gaps

It is important to check what the security requirement is on any vehicle quoted as this will be considered as a condition of cover. Below are the different security requirements that may apply:

- Gap 7 Normal Tracking Device
- Gap 9.2 SVR with guarantee CAR TRACK FLEET MANAGEMENT /TRACKER
   CONNECT DEVICE / NETSTAR EAZY FLEET (uber, Bolt(taxify), taxis, trucks)
- Gap 10 Client will be required to install 2 tracking devices, the 1<sup>st</sup> a MiWay required device (Cartrack / Tracker/ Netstar) the 2<sup>nd</sup> may be any other tracking device.

Where the security gap is 7. Any approved early warning Tracking device will be accepted, and gap will be closed on the policy as soon as the proof of installation is received.

Where the security gap is 9.2 (Guaranteed Device) It is a condition of cover that a MiTrack device is fitted through our lead submission process. This device will be treated as a separate contract to the insurance contract in terms of premiums etc. Should the client insist on fitting an alternate device it is important to note that this will have an impact on the premium and only certain devices will be allowed for Theft and Hijack cover to remain active. In the event we do accept an alternate device please note that along with the premium increase a theft excess will be applicable.

Business Vehicles Excess				
Standard Cars & Bakkies	Can be decreased to R3000 or increased to the maximum of 30% of the sum insured	R5 000		
Uber / Taxify / Meter Taxi /				
Emergency Response	Can be decreased to R5000	R10 000		
Standard Vans & Trucks	Can be decreased to R5000 or increased to the maximum of 30% of the sum insured	R10 000		
Glass	Can be decreased to R1000	R1500		
Additional	Where the or the policyholder has not had twelve months uninterrupted vehicle insurance immediately prior the start date of this cover, and any	R5 000		



incident (excluding window glass-only) occurs within three months of the inception date of the Policy	
Where the vehicle is a <b>car or bakkie</b> and the sum insured is <b>above or equal</b> to R150 000 and the driving license of the person driving this  vehicle at the time of the incident is a C1 license less than four yesr old	R7 000
or any other license less than 2 years old (Pool driver option)  OR	
Where the vehicle is a <b>car or bakkie</b> and the sum insured is <b>below</b> R150 000 and the driving license of the person driving this vehicle at the time of incident is a C1 license less than 4 years old or any other licnese less than 2 years old. (Pool Driver option)	R5 000
OR  Where the vehicle is a <b>truck</b> and the driving license of the person	
driving this vehicle at the time of incident is less than two years old (POOL Driver option)	R4 000
OR  Where the person driving the vehicle at the time of the incident is not the regular driver and their driving licence is less than two years old.	
(Regular Driver option)  This excess is not available when Multiple Named Drivers has been selected.	R4 000
Where the incident occurs outside the borders of South Africa.	R10 000
Where the person driving the vehicle at the time of the incident is the learner driver (Driving School)  When no fare-paying passenger was present in the vehicle at the time	R10 000
of the vehicle accident for Uber	R5 000

<sup>\*</sup> The additional excesses will be applied over and above the standard excess.



## 5.15 BI Limited (Retention Tool)

The purpose of this cover is to assist clients with limited insurance cover on their vehicle(s) where they are no longer able to afford the full comprehensive cover.

This product only provides partial indemnity and is based on a maximum benefit selected by the client. The client can also select the premium level that they can afford, and the corresponding maximum benefit level will be communicated to the client.

Accident damage claims will be settled in cash, and the costs will be estimated based on tier-2 panel beater quotations. Once the claim pay-out has been determined, the client will repair the car on his own. In the event of the car being damaged beyond repair, MiWay will settle the client in cash for an amount equal to the cover limit.

The client may decide whether to repair the vehicle or to sell the wreck.

Benefit to Client: Some cover is better than no cover

## 5.15.1 Which vehicles

- Category A & B Only
- Financed
- Non-Financed

## 5.15.2 Sum insured

- NO Retail, Market or Trade
- Client will select a cover Limit not Sum Insured
- Cover limit for each vehicle is calculated on Retail less expected salvage



#### 5.15.3 Insured Perils

- Liability
- Accidental
- Theft & Hijack
- Intentional
- > Fire & Explosion
- Acts of Nature
- Glass

#### 5.15.4 Excess

> 10% of Claim Amount, minimum R5000

#### 5.15.5 Additional cover

- NO Roadside Assistance
- Towing & Recovery Limited to R1000
- NO Locks & Keys cover

## 5.15.6 Optional add-on covers with Additional Premium Charged

- 1. Passenger Liability R300 000 per seat, max R5mil
- 2. NO other optional covers may be offered



## **Module 6: Business Trailers**

## 6.1 Trailer Categories

- Category 1 GVM up to 0.75 tons
- Category 2 GVM up to 3.5 tons
- Category 3 GVM up to 10 tons
- Category 4 –GVM up to over 10 tons

## 6.2 Insured Perils

- Liability
- Accidental
- Theft & Hijack
- Intentional
- Fire & Explosion
- Acts of Nature

## 6.3 Additional Cover

- **Towing and Recovery** covered per trailer per policy year, additional cover may be purchased to increase the limit.
- Cover in RSA and Neighbouring Countries and Extended Territories where the client opted in for these territories.
- ➤ Towing inside RSA R10,000
- ➤ Towing outside RSA R50,000
- ➤ Roadside Assistance covered per trailer per policy year, additional cover may be purchased to increase the limit. Cover only in RSA.



## 6.4 Optional add-on covers with Additional Premium Charged

- Body alterations and other accessories
- Cover for damage/injury to other parties caused by tools of trade whilst in use is only covered under the Public Liability section which could be added to the policy.
- > Trailer loss of use
- Credit Shortfall
- Cover in Neighbouring Countries

	Cover in Extended TerritoriesTrailer Excess	
Standard	Can be decreased to R1500 or increased to 30% of the sum insured.	R3000
Additional	When the vehicle towing the trailer is driven by a person who is not the regular driver and who has had their license for less than 2 years or has a learner's license.	R2000
	Any incident that occurs within 3 months of the inception date of this policy, unless the client (or the trailer) had 12 months uninterrupted cover prior to joining MiWay (excluding glass claims).	R2000
	When the incident happens outside of South Africa	R4000

<sup>\*</sup> The additional excesses will be applied over and above the standard excess.



## Module 7: Special Purpose Vehicles (SPV)

Refers to movable plant and equipment.

#### 7.1 General Terms and Conditions

- The future lifetime of expendable parts damaged or lost as a result of an insured event at the time of loss will be considered when determining the settlement value of the claim.
  (Expendable parts include but are not limited to tyres, cutters, blades, rollers, chains, belts and discs.)
- The policyholder has the option to select the risks that SPV should be covered for and will only enjoy cover for those risks that have been selected.
- SPV is automatically covered in RSA and optional cover may be purchased for cover in Neighbouring Countries and Extended Territories.
- > Tracking devices will not always be required and will depend on the value of the SPV.
- We do not offer Contractors All Risk cover.

#### 7.2 Insured Perils

- Liability
- Accidental & Intentional
- Theft & Hijack
- Impact
- Fire & Explosion
- Acts of Nature
- Glass

#### 7.3 Additional Cover

- Towing and Recovery
- Emergency repairs prior to registering a claim.



## 7.4 Optional add-on covers with Additional Premium Charged

- Body alterations and other accessories
   Cover for damage/injury to other parties caused by tools of trade whilst in use is only covered under the Public Liability section which could be added to the policy.
- 2. Machinery breakdown covers damage or loss caused by mechanical, electrical or electronic failure when the SPV is no longer under warranty.
- 3. Loss of use
- 4. Signwriting damage or loss to signage, signwriting and window treatments.
- 5. Expediting costs extends cover to include the cost of any reasonable expediting measures taken to speed up the repair or replacement process.
- 6. Emergency assistance covered to a limit per SPV per policy year, additional cover may be purchased to increase the limit.
- 7. Cover in Neighbouring Countries
- 8. Cover in Extended Territories
- 9. Operator Dishonesty provides cover, at an additional premium, against loss and/or damage to SPVs which would otherwise have been excluded due to one of the exclusions listed below.



## **Exclusions Covered by Operator Dishonesty**

- If any person drives the SPV or the vehicle transporting the SPV:
  - with a licence that is endorsed for drunken or reckless and negligent driving
  - without a valid South African driving licence or in the case of a foreign driving licence, without a valid International Driving Permit or a valid Operating Guide for vehicles not registered for road use
  - with the incorrect code of licence to operate or drive a specific SPV
  - does not abide by any relevant legislation
  - without the relevant certification or training for that specific SPV
  - is legally required to have a Professional Driving Permit (PDP) but does not
- If any person who drives the SPV or the vehicle transporting the SPV:
  - is under the influence of alcohol or drugs
  - has a concentration of alcohol in the blood exceeding the legal limit or fails a breathalyser test



SPV Excess		
Standard	Can be decreased to R3 000 or increased to 30% of the sum insured.	R10 000
Glass	Can be decreased to R5 00	R1 500
Accessories standard	Minimum R1 000, Max 30% of the accessory value	R3 500
Additional	Any incident that occurs within 3 months of the inception date of this policy, unless the client (or the trailer) had 12 months uninterrupted cover prior to joining MiWay (excluding glass claims).	R5 000
	When the incident happens outside of South Africa	R10 000

<sup>\*</sup> The additional excesses will be applied over and above the standard excess.



### **Module 8: Goods in Transit**

## 8.1 Insured Value

- The Schedule reflects the Load Limit, which is the maximum amount that will be paid on a valid claim in the event of a total loss. (our system will calculate the Annual Carry Limit, based on the load limit and trips per month).
- Goods in Transit are covered while being transported by road in RSA.
- Policy holder must ensure that the correct information is given to MiWay regarding:
  - Average monthly distance
  - Number of trips made per week
  - Items transported during business hours or at night on a load to load basis

#### **How to Define a GIT Trip**

- 1. Starts from loading
- 2. While in transit
- 3. Temporary storage up to 96 hours
- 4. Until the items are off loaded
- 5. Returning with the same goods for whatever reason

## 8.2 Insured Perils

- Liability
- Accidental
- Theft & Hijack
- Intentional
- Fire & Explosion
- Acts of Nature



#### 8.3 Additional Cover

➤ Load Protection - cost of any reasonable measures taken to protect the Goods in Transit following an insured event.

For example: security guards on scene or taking goods to place of safe keeping.

- Fire Extinguishing Charges charges the policyholder is liable for following a fire while the insured goods are being transported is automatically covered for a limited amount (can be increased).
- ➤ **Debris Removal** costs of cleaning up and removal of debris in connection with the Goods in Transit in the event of a vehicle accident or damage directly to the insured items is automatically covered for a limited amount.
  - Additional cover can be purchased to increase the limit.
  - This cover is only applicable whilst the goods are in transit

## 8.4 Optional add-on covers with Additional Premium Charged

- 1. Deterioration of Goods
- 2. Containers and Storage Supplies
- 3. Cover in Neighbouring Countries (only where the vehicle is insured on this policy).
- 4. Cover in Extended Territories (only where the vehicle is insured on this policy).
- 5. Alternative Transport Following a valid claim, Alternative Transport cover will pay for the cost of alternative transport to collect the goods from the incident scene or a nearby place of safety in order to continue the trip and deliver the items to its intended destination.
- 6. Driver Dishonesty:
  - Cover against loss, damage, injury and liability which would otherwise have been excluded due to certain exclusions listed in the policy.
  - Vehicle theft by driver is also covered.
  - The exclusions will be waived if the policyholder was not aware that the driver / employee was in breach of the policy conditions.
  - The policyholder must also be able to prove to MiWay's satisfaction that, in the normal course of business, procedures and controls are in place and in operation to ensure drivers and other employees comply with the policy conditions.

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



## **Exclusions Covered by Driver Dishonesty**

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



Goods in Transit Excess		
Standard	Can be increased to 30% of the load limit.	5% of the load limit
		minimum R1000
Additional	Where this Goods in Transit or the policyholder has not had twelve	R4 000
	months uninterrupted Goods in Transit insurance immediately prior	
	the start date of this cover, and any incident (excluding window glass-	
	only) occurs within three months of the inception date of the Policy.	
	Where the incident occurs outside the borders of South Africa.	R10 000
Conditional	Where the claim is as a result of the <b>driver's</b> dishonesty.	20% of the claim
		amount

<sup>\*</sup> The additional excesses will be applied over and above the standard excess.



### Module 9: Business All Risk

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

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

Unspecified All Risk: The maximum value each item is covered for is noted on the Schedule. The overall maximum value for which a claim can be submitted is the amount chosen and is also noted on the Schedule.

Unspecified Low - R1500 per item

Unspecified High - R5000 per item

> Specified All Risk: Each item insured under this section is specifically listed and the value noted on the Schedule.

#### 9.1 General Terms and Conditions

Irrespective of value specify the below;

**Bicycles** 

Cell phones

Jewellery

Portable electronic equipment

Photographic equipment

Navigational equipment, for example a GPS device

Note: If not specified a claim may be settled as per the unspecified limit – If client opted to take the unspecified cover.

> Business All Risks items are covered anywhere in the world but not for a period longer than two consecutive months.



## 9.2 Insured Perils

- Accidental & Intentional
- Theft
- Impact
- Fire & Explosion
- Acts of Nature

## 9.3 Optional add-on covers with Additional Premium Charged

- Machinery Breakdown
- Reinstatement of Data / Software following a valid claim, all reasonable costs to reinstate data / reinstall licensed software items covered up to the cover limit as noted on the Schedule.
- Power Surges and Dips

	All Risk Excess	
Standard	Can be decreased to R500 or increased to 30% of the sum insured.	R1 000
Additional	Any incident that occurs within 3 months of the inception date of this policy, unless the client (or the item) had 6 months uninterrupted cover prior to joining MiWay.	
	When the incident happens outside of South Africa.	R1 000
	Any machinery breakdown incident that occurs within 3 months of the cover start date of this item unless the item had 6 months uninterrupted machinery breakdown cover prior to the cover commencing with MiWay.	R1 000

<sup>\*</sup> The additional excesses will be applied over and above the standard excess



## **Module 10: Business Property**

## 10.1 Multiple Buildings

If all the buildings on a property are identical in construction, security and / or address, one Business Property line will be loaded, with each building listed individually with its own sum insured.

For example: An office park has three buildings, each constructed out of brick with a tiled roof and each with an alarm.

If the buildings on the property differ in **any** way, then a Business Property line must be added per building. Each building on a property must be underwritten individually.

For example: A business has an office block and a warehouse on one property. The office block is constructed out of brick with a tile roof and has no alarm, while the warehouse construction is metal sheets and has an alarm.

When capturing the address details a note will be made to identify the buildings. For example: Warehouse, Office or Factory.



## 10.2 Office Contents

#### 10.2.1 General Terms and Conditions

- All electronic and/or specialised equipment which falls within the definition of Electronic and Specialised Equipment must be covered under that section.
- Office Contents needs to be insured for its total replacement value.
- Costs for the following must be included in the insured value:
  - Debris removal
  - Making the site safe
  - Professional and municipal fees

#### 10.2.2 Additional Cover

- > Refilling of fire extinguishing equipment following a fire at the premises
- Emergency office assistance
- > The replacement fees for lost keys and remotes as well as the replacement of locks
- Fire Brigade charges

#### 10.2.3 Insured Perils

- Accidental & intentional
- Theft
- Impact
- Fire & Explosion
- > Storm, Wind, Hail, Snow & Earthquake
- Lightning
- Geysers & Pipes



## 10.2.4 Optional add-on covers with Additional Premium Charged

- Documents
- Glass & Signage
- Goods Stored Outside
- Machinery Breakdown
- Power Surges and Dips
- Subsidence and Landslip
- Tenants Cover
- Public Liability



## Items not covered under Office Contents:

- Electronic equipment
- Specialised Equipment
- Stock
- Items left outside the building
- Money
- All Risks items
- Any items more specifically covered under any other section of the policy

	Office Contents Excess	
Standard	Can be decreased to R500 or increased to 30% of the sum insured.	R1 000
Additional	Any incident that occurs within 3 months of the inception date of this policy, unless the client (or the item) had 6 months uninterrupted cover prior to joining MiWay.	R500
	Additional excess will be charged if the insured's contents were damaged while such items were in the care of a tenant.	R1 500
	Any machinery breakdown incident that occurs within 3 months of the cover start date of this item unless the item had 6 months uninterrupted machinery breakdown cover prior to the cover commencing with MiWay.	R1 000



## 10.3 Electronic and Specialised Equipment

#### 10.3.1 General Terms and Conditions

ltems that are imported should be insured for a value that takes fluctuations in the exchange rate into account.

#### 10.3.2 Additional Cover

Equipment transported away from the risk address noted on the Schedule whilst in transit for servicing or maintenance purposes, are covered.

#### 10.3.3 Insured Perils

- Malicious
- > Theft
- Impact
- Fire & Explosion
- > Storm, Wind, Hail, Snow & Earthquake
- Lightning
- Geysers & Pipes

## 10.3.4 Optional add-on covers with Additional Premium Charged

- 1. Accidental
- 2. Additional cost of working
- 3. Machinery breakdown
- 4. Power surges and dips
- 5. Incompatibility cover
- 6. Subsidence and Landslip
- 7. Reinstatement of Data/Software



Electronic & Specialised Equipment		
Standard	Can be decreased to R5 00 or increased to the maximum of 30% of the sum	R1 500
	insured	
Additional	Where this Equipment or the policyholder has not had 12 months'	R1 500
	uninterrupted Electronic and Specialised Equipment insurance immediately	
	prior to the start date of this cover, and any incident occurs within 3 months	
	of the inception date of the Policy.	

## 10.4 Buildings

#### 10.4.1 General Terms and Conditions

- The building must be insured for its total replacement value, which is the cost of rebuilding the structure should there be a total loss. When calculating the replacement value an additional 10 15% should be added in the eventuality of a total loss to cater for the following:
  - professional and municipal fees
  - debris removal
  - making the site safe
  - demolition charges

#### 10.4.2

## 10.4.3 Insured Perils

- Accidental and Intentional
- Impact
- Theft
- > Fire and Explosion
- > Storm, Wind, Hail, Snow & Earthquake
- Lightning
- Geyser and Pipes



#### 10.4.4 Additional Cover

Construction & Alterations
Loss or damage occurring during construction or alteration, caused by an incident for which the policyholder can claim. This includes cover for building materials, fixtures and fittings, which the policyholder owns or for which the policyholder is responsible

Loss of Water

#### 10.4.5 Optional add-on covers with Additional Premium Charged

- 1. Public Services and Telephone Connections
- 2. Loss of Rent
- 3. Glass and Signage
- 4. Subsidence and Landslip
- 5. Power Surges and Dips
- 6. Machinery Breakdown
- 7. Generators and Battery Systems
- 8. Garden and Landscaping



	Building Excess	
Standard	Can be decreased to R500 or increased to 10% of the sum insured.	R1 500
Additional	Any incident that occurs within 3 months of the inception date of this policy, unless the client (or the item) had 6 months uninterrupted cover prior to joining MiWay.	R500
	Additional excess will be charged if the insured's contents were damaged while such items were in the care of a tenant.	R1 500
	Any resultant water damage to the building in the event of a valid claim.	R1 500
	Loss or damage to the building, contents or other items covered by this	10% of a
	Property section during construction at the premises or while making alterations & additions on the premises.	claim

	Geyser Limits	
Non Panel SP	In the event that a non-approved MiWay service provider is used to replace a	R5 000
	geyser, the following maximum limits will apply: 100 litres.	
	In the event that a non-approved MiWay service provider is used to replace a	R6 000
	geyser, the following maximum limits will apply: 150 litres.	
	In the event that a non-approved MiWay service provider is used to replace a	R7 500
	geyser, the following maximum limits will apply: 200 litres.	
	In the event that a non-approved MiWay service provider is used to replace a	R10 000
	geyser, the following maximum limits will apply: 250 litres.	



## 10.5 Money

#### 10.5.1 General Terms and Conditions

- Loss of money while contained in a locked safe or strong room outside of business hours is ONLY covered if the client selected the After Trading Hours optional cover.
- Crossed cheques, crossed money or postal orders are limited to R20 000.00.
- In order for MiWay to validate a claim, the policyholder must ensure that accurate up-to-date records are kept regarding the amount of money kept at any given point. In the event of a valid claim, full accounting records have to be submitted to MiWay for verification.
- Money is only covered at the risk address noted on the Schedule.
- > The cover limit is conditional on the safe category as shown on the Schedule.

Safe Categories & Cover Limits		
No SABS grading	R 5,000	
SABS Category 1	R 10,000	
SABS Category 2	R 20,000	
SABS Category 2 ADM	R 50,000	
SABS Category 3	R 100,000	

## 10.5.2 Additional Cover

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



#### 10.5.3 Insured Perils

- Malicious
- Impact
- Theft
- > Fire and Explosion
- > Storm, Wind, Hail, Snow & Earthquake
- Lightning
- Geyser and Pipes

## 10.5.4 Optional add-on covers with Additional Premium Charged

- After Trading Hours
- Cash in Transit
- Offsite Trading

Money Excess		
Standard	Can be decreased to R5 00 or increased to the maximum of 30% of the	R1 500
	sum insured	

<sup>\*</sup> The additional excesses will be applied over and above the standard excess.



#### 10.6 Stock

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

#### Stock is defined as:

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

#### 10.6.1 General Terms and Conditions

- > Stock transported away from the address must be covered under the GIT section.
- > Stock outside a building will only be covered if the stock was designed to exist or operate outside.
- Stock should be insured for total replacement value including the cost of debris removal and taxes, freight transport and duties.
- In order for MiWay to validate a claim, the policyholder must ensure that accurate up-to-date records are kept regarding the purchase, sale, processing and stocktake of any Stock.

#### 10.6.2 Insured Perils

- Malicious
- Impact
- > Theft Full theft cover or First loss Theft can be selected
- Fire and Explosion
- Storm, Wind, Hail, Snow & Earthquake
- Lightning
- Geyser and Pipes



## 10.6.3 Optional add-on covers with Additional Premium Charged

- > Accidental loss or damage will be covered unless
- Deterioration of stock
- Power Surges and Dips
- Subsidence and Landslip
- Shoplifting Cover

Stock Excess		
Standard	Can be decreased to R500 or increased to the maximum of 30% of the sum insured	R1 500
Additional	Where this Stock or the policyholder has not had 12 months' uninterrupted Stock insurance immediately prior to the start date of this cover, and any incident occurs within 3 months of the inception date of the Policy.	R1 500

<sup>\*</sup> The additional excesses will be applied over and above the standard excess.



#### **Motor Traders**

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

There are 2 types of Motor Traders cover: Internal Motor Traders and External Motor Traders.

Dealerships and vehicle repair centers have unique risks because the vehicle stock is frequently being moved around for cleaning, repairs, displays and even demos.

These vehicles are often also taken away from the business property for test driving purposes.

Vehicle stock is defined as:

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

## The Policyholder's Obligations

Policyholder must keep accurate up-to-date records regarding purchase, sale, processing and stock take of vehicle stock.

#### 10.7 Internal Motor Traders

#### 10.7.1 Definition

- Stock at Business Property
- May be offered as a standalone

#### 10.7.2 Insured Value

Combined replacement value for all vehicle stock including accessories.

<u>NB:</u> this includes new vehicles, secondhand vehicles, and vehicles at the premises for service & repair.

## 10.7.3 Perils

- Accidental & Intentional
- Impact
- Theft
- Fire & Explosion
- > Storm, Wind, Hail, Snow & Earthquake
- Lightning



- Towing & Recovery
- Geyser & Pipes
- Liability

#### 10.7.4 Optional Cover

- Subsidence & Landslip
- Car, Van & Truck Hire not to be used as curtesy vehicles when policyholder client vehicles are being repaired.
- Vehicle Loss of Use
- Glass & Signage (Windscreens)
- Locks & keys

#### **Important to Note**

- Damage from or as result of hoists or lifts will NOT be covered if operated by a person not qualified to do so the vehicle stock is lifted higher than 2 meters
- Incidents on Public roads are not covered
- Damage to the vehicle stock resulting directly from work being done on the vehicle will not be covered

## 10.8 External Motor Traders

#### 10.8.1 Definition

- > Stock away from Business Property, still in custody and control of Policyholder
- May NOT be offered as a standalone (Supported by Motor Traders Internal)

## 10.8.2 Insured Value

Loss limit is noted up to replacement value of most expensive vehicle that will leave the business premises, still in custody and control of Policyholder.

#### 10.8.3 Perils

- Accidental & Intentional
- Impact
- Theft
- Fire & Explosion
- > Storm, Wind, Hail, Snow & Earthquake
- Lightning
- Towing & Recovery
- Liability
- Roadside Assistance



## 10.8.4 Optional Cover:

- Subsidence & Landslip
- Car, Van & Truck Hire
- Vehicle Loss of Use
- Glass & Signage (Windscreens)
- Locks & keys
- Driver Dishonesty



## **Important to Note**

- > Any third-party driving / operating a stock vehicle, with policyholder permission, is covered
- Where vehicle stock is used for any purpose other than what is required as part of the normal course of business, will not be covered
- Test driving and demonstrations must be accompanied by a licenced representative of the policyholder
  - If not reasonably possible (for example: motorcycles) due care must be taken to minimise loss
- Any loss, damage, or liability outside of South Africa will not be covered.

Motor Traders Excess		
	Standard excess: R3000	
Internal Motor Traders	Minimum excess: R500	
	Standard excess: R5000	
External Motor Traders	Minimum excess: R3000	



## **Module 11: Business Interruption**

This section refers to cover for loss of business income (turnover) resulting from an incident that prohibits or interferes with the company's operations, e.g., natural disaster or a fire at the premises.

#### 11.1 General Terms and Conditions

- The insured value for this section should be kept in line with the business' turnover to ensure sufficient cover to carry the business through a period of interruption.
- The policyholder must ensure that the insured value is updated on a regular basis as the business' turnover grows.
- The chosen indemnity period is the maximum period for which Business Interruption cover will pay following a valid claim that gave rise to the interruption.
- The period selected should take into consideration the time required to repair a building or section thereof, for example. The period should also consider the time required to bring the business back to where it was prior to the loss.

#### 11.2 What Is Covered Under Business Interruption?

Business Interruption cover will only respond to a loss in revenue caused by a claimable event under any other Business Property section insured on the policy.

The policyholder has the option to select the type of compensation which will be covered and will only enjoy cover for those options that have been selected.

## √ Fixed Expenses

Fixed expenses (often referred to as overheads) covers the policyholder for expenses the policyholder continues to incur despite a reduction in revenue caused by an insured event covered under another section of Business Property.

## 11.2.1 Additional Cover

- Loss of Operating Profit
- Additional working expenses



## 11.2.2 Optional add-on covers with Additional Premium Charged

- Public Services & Telephone Connections
- Prevention of Access
- Specified Suppliers / Sub-contractors



## **Module 12: Staff Dishonesty (Fidelity)**

This section refers to cover theft or fraud by employees involving the non-motor items insured on the policy and includes such acts by other parties colluding with employees. The policyholder must ensure that up to date records of ID and contact information is kept for all employees.

A retroactive date may be selected if the policy holder is able to prove previous Staff Dishonesty cover with a previous insurance and if agreed upon by MiWay.

The policyholder will select the insured value.

**Losses Discovered** 

→ Any loss due to theft or fraud that is discovered during the period of insurance.

There must be a valid underlying claim under one of the following sections to have a valid Fidelity claim:

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

### 10.1 Risks Available for Selection:

- ✓ Theft
- ✓ Fraud

## 10.2 Important Time Limits

Incidents must be reported to the SAPS within 24 hours of becoming aware of the incident and criminal charges must be laid against the relevant employee(s).

These charges may not be withdrawn.



## **Module 13: Broadform Liability**

The following liabilities are available for selection at an additional premium:

- ✓ Public Liability (including work away)
- ✓ Employers Liability
- ✓ Product & Defective Workmanship Liability

Retroactive date may be selected where the policyholder is able to provide proof that the same liability cover was in place with the previous insurer.

Broadform Liability cover works on a claims made basis.

## 13.1 Public Liability

- Loss / Damage / Injury / Death at the policyholders" premises
- Includes work away

## 13.2 Employers Liability

- · Loss / Damage / Injury / Death to any Employee arising from and during employment
- Indemnity may extend to employee unintentionally injuring another employee while acting within the scope of their employment.

#### 13.3 Products & Defective Workmanship Liability

- Loss / Damage / Injury / Death due to nature / condition of any product for which client is liable
- Loss / Damage / Injury to others after completion of work / due to defect, error / omission in the work
- Claims first made against policyholder during period of insurance will be covered

### 13.4 Professional Liability

This Professional Liability section is included if stated on the Coversheet. The chosen Limit of Indemnity as stated on the Coversheet is the maximum amount that will be paid for any one occurrence.

#### 13.4.1 Definition

Professional liability insurance is used in businesses to protect policyholders against claims of negligence.

The insured may be legally liable for providing the incorrect advice to their client (in line with their business type).



Professional liability insurance is specifically designed to cover professionals, example:

- Lawyers
- Accountants
- Engineers
- Architects

Someone who would require a qualification to practice their profession / trade

#### 13.4.2 What Is Covered Under Professional Liability?

#### ✓ Claims for Financial Loss:

Cover against legal liability, for financial loss suffered by a third party, due to any negligent act / error / omission by policyholder while rendering Professional services.

✓ Loss of documents (limited to 5% of the limit of indemnity): Indemnity for legal liability for costs & expenses suffered to replace / restore documents, where such documents were destroyed, lost, mislaid / damaged by the policyholder during the period of insurance.

#### ✓ Fee recovery:

Payment of legal costs, fees and expenses incurred by the policyholder in connection with legal proceedings introduced by the policyholder for the recovery of professional fees.

#### ✓ Subcontracted duties:

Professional activities and duties necessary to carry out the profession, may be sub-contracted. Cover is extended to include claims against the policyholder resulting from the conduct of sub-contracted parties.

Provided that such activities and duties shall only be sub-contracted to suitably qualified entities.

## ✓ Defamation:

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



## Important to Note

- ✓ Max Sum Insured R10 000 000.00
- ✓ Retroactive Date Applies
- ✓ Available as Stand Alone (as part of Broadform)

Here is a simplified explanation of difference between Products, Public and Professional Liabilities:

Products	Public	Professional
Cover for defective products (tangible)	Cover for slip and fall (injury)	Cover for wrongful advice (not tangible / injury)
Liability due to products the policyholder supplies / repairs / manufactures	Liability whilst I supply / repair / manufacture	Linked to a fee

## 13.5 Statutory Defence Costs

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

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

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



## **Module 14: Business Personal Accident**

Compensation is payable to the policyholder in the event of accidental death and/or injury of employees covered under this section.

The policyholder may select to cover all employees or provide a list of details of those employees he would like to cover (if not all). The incident should have occurred during the normal course of business that which can reasonably be expected to be associated with the type of business.

#### 14.1 Insured Perils

- Accidental Death the full sum insured will be paid out as stated on the schedule. Accidental Death includes presumption of death.
- Accidental Injury the settlement will be paid according to the benefits table.



# **Products in the Industry & MiWay**

What is it called at other insurance	What do we call it at Miway Business	
companies?	Insurance?	
All Risks	Business All Risks	
Fire Policy / Buildings Combined	Buildings / Business Property	
Office Contents	Office Contents	
Broadform Liability	Broadform Liability	
Electronic Equipment (EE)	Electronic & Specialised Equipment (ESE)	
Employers Liability	Employers Liability	
Goods in Transit / Stock in Transit	Goods in Transit (GIT)	
Money	Money	
Motor	<ul> <li>Cars &amp; Bakkies – GVM up to 3 500 kg</li> <li>Vans &amp; Trucks – GVM more than 3 500kg</li> <li>Motorcycles</li> <li>All have been combined under the Business Vehicles product</li> </ul>	
Public Liability	Public Liability	
Stock	Stock	
Trailer	Trailer	
Yellow Metals	Special Purpose Vehicles (SPV)	
Product Liability	Product & Defective Workmanship Liability	



Defective Workmanship Liability	Product & Defective Workmanship Liability
Workaway Liability	Public Liability
Personal Accident/Group Accident	Business Personal Accident
Business Interruption	Business Interruption
Fidelity	Staff Dishonesty
Motor Traders	Motor Traders