



**DECODER INSURANCE POLICY**

**Issued by**

**NMS INSURANCE SERVICES (SA) LIMITED**

**DECODER INSURANCE POLICY**

This policy sets out the terms and conditions under which your decoder is insured.

**1. Definitions**

In this policy, the following terms shall have the following meanings:

<b>Terms</b>	<b>Meanings</b>
Commencement date	The date on which the insurance cover on your decoder starts.
Decoder	Any electronic device, including mobile devices, approved by MultiChoice to receive broadcast signals. The model name and serial number are recorded in the policy schedule.
Due date	The date by which we must receive payment of your premium.
Flood	Flood/water damage is any unintentional damage to the decoder resulting from water, including water damage originating from rain, flash floods, overflow of inland or tidal waters, unusual and rapid accumulation or runoff of surface waters from any source, mudflow, collapse of land along the shore of a lake or similar body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels, broken pipes, overflowing bathtubs, broken toilets, burst or water mains.
Insured, you or your	The person named in the policy schedule.

<b>Terms</b>	<b>Meanings</b>
NMSIS, Insurer	NMS Insurance Services (SA) Limited. Company registration number: 2005/026017/06. NMSIS is the provider of the insurance cover. NMSIS is an authorized financial services provider. FSP license number 48754.
Our, us	NMSIS and persons/organisations authorised to act on behalf of the Insurer.
Month, monthly	Month is calculated from your MultiChoice account payment due date i.e. if your MultiChoice account payment due date is on the 5 <sup>th</sup> of the month, your month will start on the 5 <sup>th</sup> and end on the 4 <sup>th</sup> .
MultiChoice	MultiChoice Proprietary Limited, the authorized juristic representative of NMSIS. Company registration number: 1994/009083/07. MultiChoice is authorised by NMSIS to receive payment of premiums on its behalf.
DStv Customer Service Centres	The DStv service centres and DStv agencies. Details of these centres are available at DStv.com
MultiChoice subscription services	The DStv services provided by MultiChoice.
Nuclear Exclusions	Refer to Annexure A
Policy	This decoder insurance policy must be considered together with the policy schedule.
Premium	The amount you have to pay to get cover for your decoder.
SASRIA Exclusions	Refer to Annexure A.
Schedule	A document that forms part of this policy that contains your and our details, information on the decoders included in this policy and the premium amount you have to pay.
Statement	A document provided by us on request that provides details of your insurance premium charges and payments.
Waiting period	A period of three months from the commencement date during which you will not be entitled to claim for damages caused by a mechanical or electrical malfunction.
Warranty	A 12-month (from date of sale) warranty on the decoder design, materials and workmanship from the manufacturer and MultiChoice.

## 2. Territorial Limits of Cover

We do not provide insurance cover for any losses or damages to decoders that are outside the borders of the Republic of South Africa.

## 3. What is covered in terms of this policy

3.1 Your decoder is covered for:

- 3.1.1 mechanical or electrical malfunctions that occur **after** the waiting period. If the decoder is still in the warranty period, mechanical and electrical malfunction will be covered in terms of the warranty.
- 3.1.2 damage resulting from attempted theft, fire, lightning, flood or explosion; and
- 3.1.3 total loss as a result of theft, fire, lightning, flood or explosion.

3.2 In the event of damage that occurs in respect of clause 3.1.1 and 3.1.2, we will replace your decoder at a MultiChoice Customer Service Centre with a decoder from service stock of the same or similar type.

3.3 In the event of a total loss that occurs in respect of clause 3.1.3, we will replace your decoder at a MultiChoice Customer Service Centre with a new decoder of the same or similar type.

## 4. What is NOT covered under this policy

4.1 This policy does not cover the following:

- 4.1.1 mechanical or electrical malfunction of the decoder where the malfunction occurs during the Waiting Period – if the decoder is still in the warranty period, this will be covered in terms of the warranty;
- 4.1.2 mechanical or electrical malfunction of a decoder battery;
- 4.1.3 accessories that are included with the mobile decoder unless the mobile decoder itself requires replacement in respect of clause 3.1.3;
- 4.1.4 smartcards, modems or TV links whether or not purchased from or provided by MultiChoice;
- 4.1.5 remote control units unless the decoder is replaced in terms of 3.1.3;
- 4.1.6 damage caused by misuse, negligence or abuse;
- 4.1.7 loss, damage, destruction or reception problems caused by unauthorised tampering with the decoder or the decoder's aerial system;
- 4.1.8 loss or damage as a result of fraud or dishonesty by you or with your involvement or consent;
- 4.1.9 lawful attachment of the decoder as a result of a legal process or lawful police action;
- 4.1.10 decoders that have been hired to third parties;
- 4.1.11 loss or damage occurring outside of the geographical area stipulated in the schedule;
- 4.1.12 loss or damage to a decoder that arises from any of the SASRIA Exclusions or the Nuclear Exclusions;
- 4.1.13 the Smart LNB;

- 4.1.14 satellite dish;
- 4.1.15 other devices and cables that are connected to your decoder; for example, your television set, DVD, surround sound system;
- 4.1.16 wall mountings, cables and other items used in the installation of the decoder;
- 4.1.17 installation costs, including fees paid to a professional installer.

## **5. Your responsibilities**

- 5.1 You are required to use all reasonable care to prevent or minimise damage and/or loss of your decoder.
- 5.2 If you do not give full and truthful information as required by this policy to a NMSIS representative when requested, this insurance cover may be invalidated.
- 5.3 You have to let us know if the primary address where the decoder is operating from as listed in the schedule changes for an extended period or permanently.
- 5.4 You have to let us know if your contact details change.
- 5.5 You have to let us know if you are no longer the owner of the decoder covered in terms of this policy. Insurance cover ceases upon change of ownership of a decoder. A new owner will therefore have to arrange his/her own decoder insurance.
- 5.6 You must continue to pay your premiums even if you cancel or suspend your MultiChoice subscription services to keep your decoder insured.
- 5.7 You should note that there is an insurance impact when you change your decoder. Unless you cancel this policy, the insurance will continue on the original decoder and will not transfer to the new decoder. A new policy will need to be taken out for the new decoder.
- 5.8 It is important to note that you will be held liable for premiums unless you cancel this insurance policy.

## **6. Premium**

- 6.1 Your policy is an annual policy with monthly premium payments and you must pay the monthly premium in advance or on the due date.
- 6.2 If you make only a partial or incomplete payment of the amount due as indicated on your statement, you must inform us how much of this amount should be used to pay your premium.
- 6.3 If your full premium is not paid by the due date, you will receive a notice after the due date that your policy will be cancelled unless payment of the arrear premiums is received within 30 days. If we still have not received the outstanding premiums within the 30 days, your policy(s) will be cancelled and you will have no insurance cover for your decoder(s). You will receive a notice to this effect after the policy has been cancelled.
- 6.4 You will not be able to claim while your premiums are in arrears.
- 6.5 If the policy is taken up during the month, your premium will be an amount that applies only for the rest of the month – your cover will be for the same period. You have to pay this premium on the next due date together with that month's premium.
- 6.6 Your premiums may be paid using cash, debit order, electronic funds transfer (EFT), or credit card. A full listing of all the methods and where you may pay is posted on our website at:

<http://selfservice.dstv.com/faqs/decoder-insurance> or you may call us at (011) 369 4000.

- 6.7 If your premium is paid in cash, you will be provided with a receipt that contains MultiChoice's and NMSIS' name and contact details as well as your customer/policy number.
- 6.8 We may from time to time change the premium amount in terms of this policy. We will notify you of such changes at least 30 days prior to the change in premium.

## 7. **Suspension of cover in terms of this policy**

If you breach the terms of this policy in any way, we will automatically suspend our responsibility to you and you will not be able to claim in terms of this policy until the breach is remedied.

## 8. **Claim process**

- 8.1 If anything that may result in a claim under this policy happens, you are required at your own cost and expense to:
  - 8.1.1 notify NMSIS of such an event within 30 days of the incident;
  - 8.1.2 if the decoder is stolen, you must lay a charge of theft with the South African Police Service within 30 days of the incident and submit the case number to NMSIS;
  - 8.1.3 should loss or damage result from fire, lightning, flood or explosion, your claim will be captured in the system. At a service center, the claim form will be printed and you will be asked to sign the claim form and to provide a copy of your identity document. If the claim was reported telephonically, the claim form will be e-mailed or faxed to you, which should be signed and returned to us at [dcc@multichoice.co.za](mailto:dcc@multichoice.co.za) together with a copy of your identity document;
  - 8.1.4 we reserve the right to reject claims of theft if they are not reported to the South African Police Service and NMSIS within 30 (thirty) days after the incident.
- 8.2 The submission and settlement of a claim will not affect the continuation of this policy.

## 9. **Insurer's rights after an incident**

Once we have approved a claim and replaced your decoder, we have the right to retain any recovered or damaged decoder that we have replaced.

## 10. **Cancellation and cooling-off period**

- 10.1 The cooling-off period is 14 days.
- 10.2 We will give you 30 days' written notice before we cancel this policy.
- 10.3 You may cancel this policy immediately or schedule cancellation for a future date by:
  - 10.3.1 sending us a cancellation request e-mail at [dcc@multichoice.co.za](mailto:dcc@multichoice.co.za); or
  - 10.3.2 contacting us at (011) 369 4000.
- 10.4 If you ask us to cancel your policy immediately we will credit your MultiChoice account with the pro-rata premium for the period cancellation date to the end of your current month.

## ANNEXURE A: SASRIA AND NUCLEAR EXCLUSION

### 1. SASRIA EXCLUSION: WAR, TERRORISM AND RIOT AND STRIKE

- a) This Policy does not insure loss of or damage to property related to or caused by:
- i) civil commotion, labour disturbances, riot, strike, lockout or public disorder or any act or activity which is calculated or directed to bring about any of the above;
  - ii) war, invasion, act of foreign enemy, hostilities or warlike operations (whether war be declared or not) or civil war;
  - iii) A. mutiny, military rising, military or usurped power, martial law or state of siege, or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;  
  
B. insurrection, rebellion or revolution;
  - iv) any act (whether on behalf of any organisation, body or person, or group of persons) calculated or directed to overthrow or influence any State or Government, or any provincial, local or tribal authority with force, or by means of fear, terrorism or violence;
  - v) any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State or Government, or any provincial, local or tribal authority, or for the purpose of inspiring fear in the public, or any section thereof;
  - vi) any attempt to perform any act referred to in items iv) or v);
  - vii) the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in items i), ii), iii), iv), v) or vi).

If the Insurer alleges that by reason of items i), ii), iii), iv), v), vi) or vii) of this Exclusion, loss or damage is not covered by this Policy, the burden of proving the contrary shall rest on the Insured.

- b) This Policy does not insure loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of War Damage Insurance and Compensation Act, 1976 [No. 85 of 1976] or any similar act operative in any of the territories to which this Policy applies.
- c) Notwithstanding any provision of this Policy including any exclusion, extension or other provision not included herein which would otherwise override a general exclusion, this Policy does not insure loss of or damage to property or expense of whatsoever nature directly or indirectly caused by, arising out of or in connection with any act of terrorism

regardless of any other cause or event contributing concurrently or in any sequence to the loss, damage or expense.

For the purpose of item c) of this Exclusion, an act of terrorism includes, without limitation, the use of violence or force or the threat thereof whether as an act harmful to human life or not, by any person or group of persons, whether acting alone or on behalf of or in connection with any organisation or government or any other person or body of persons, committed for political, religious, personal or ideological reasons or purposes including any act committed with the intention to influence any government or for the purpose of inspiring fear in the public or any section thereof. If the Insurer alleges that, by reason of item c) of this Exclusion, loss or damage is not insured by this Policy, the burden of proving the contrary shall rest on the Insured.

## 2. **NUCLEAR EXCLUSION:**

This Policy does not insure any legal liability, loss, damage, cost or expense whatsoever or any consequential loss directly or indirectly caused by or contributed to by or arising from:

- i) ionising, radiations or contamination by radio-activity from any nuclear fuel or from any nuclear waste from the combustion or use of nuclear fuel;
- ii) nuclear material, nuclear fission or fusion, nuclear radiation;
- iii) nuclear explosives or any nuclear weapon;
- iv) nuclear waste in whatever form;

regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Exclusion only, combustion shall include any self-sustaining process of nuclear fission.