



DECODER CARE INSURANCE POLICY

Issued by

NMS INSURANCE SERVICES (SA) LIMITED

POLICY WORDING

This Policy sets out the terms and conditions under which the Insurer will insure your Decoder.

1. Definitions

In this Policy, the following terms shall bear the following:

Commencement Date	The effective date of the insurance cover recorded in the Schedule.
Decoder	An electronic device approved by MultiChoice to receive broadcasting signals with the serial number recorded in the Schedule.
Insured, You or Your	The individual who takes insurance cover with the Insurer in respect of a Decoder, named as such in the Schedule.
Insurer, Our, We or Us	NMS Insurance Services (SA) Limited. Company registration number: 2005/026017/07
MultiChoice	MultiChoice Proprietary Limited, an authorised Financial Services Provider, FSP license number 11514, authorised by Us to issue this Policy, receive payment of premiums and settle claims covered in terms of this Policy on Our behalf.
Policy	This Decoder Care Insurance Policy comprising of the Policy Schedule read together with this Policy wording.
SASRIA Exclusions	Any loss or damage caused by civil commotion, riots, strikes, public disorder, war, invasion, insurrection, revolution, acts directed to overthrow the government, political upheaval and

related instances, as defined by the South African Insurance Association.

Waiting Period A period of three calendar months from the Commencement Date during which You shall not be entitled to claim for damages caused by a mechanical or electrical malfunction.

2. Cover

2.1 Your Decoder is insured against the following incidents:

- 2.1.1 damage caused by a mechanical or electrical fault;
- 2.1.2 damage resulting from attempted theft, fire, lightning or explosion; and
- 2.1.3 total loss as a result of theft, fire, lightning or explosion.

2.2 In the event of damage caused by a mechanical or electrical fault, or damage resulting from attempted theft, fire, lightning or explosion, We will replace your Decoder at the MultiChoice Service Centre (any MultiChoice branch or approved Multichoice Agency) with a refurbished or new Decoder of the same or similar type.

2.3 In the event of a total loss as a result of theft, fire, lightning or explosion, We will replace Your Decoder at the MultiChoice Service Centre (any MultiChoice branch) with a new Decoder of the same or similar type, including the remote control unit, USB cable, USB wall charger, TV stand, head phones and any other accessory that is included in the packaging of the new Decoder at the time of the replacement.

3. Exclusions from cover

3.1 This Policy does not cover the following (non-exhaustive list):

- 3.1.1 mechanical or electrical malfunction of the Decoder where the malfunction occurs during the Waiting Period;
- 3.1.2 mechanical or electrical malfunction of a Decoder battery;
- 3.1.3 USB cables, USB wall chargers or TV stands of a Decoder unless the Decoder itself requires replacement;
- 3.1.4 Smartcards, modems, TV links, handsets, batteries, laptops, keyboards and head phones whether or not purchased from, or provided by, MultiChoice;
- 3.1.5 remote control units unless the Decoder is replaced;
- 3.1.6 damage caused by misuse, negligence or abuse;
- 3.1.7 loss, damage, destruction or reception problems caused by unauthorised

- tampering with the Decoder or the Decoder's aerial system;
 - 3.1.8 loss or damage as a result of fraud or dishonesty by You or with Your involvement or consent;
 - 3.1.9 lawful attachment of the Decoder as a result of a legal process or lawful police action;
 - 3.1.10 Decoders that have been hired to third parties;
 - 3.1.11 loss or damage occurring outside of the geographical area stipulated in the Schedule; and
 - 3.1.12 loss or damage to a Decoder that arises from any of the SASRIA Exclusions.
- 3.2 If the Insurer determines that a Decoder will not be replaced as a result of the SASRIA Exclusions, the burden of proving the contrary shall rest on the Insured.

4. Your Obligations

- 4.1 This Policy is subject to the provisions of the Short Term Insurance Act No. 53 of 1998, as amended and updated from time to time.
- 4.2 You are required to take all reasonable steps and precautions to prevent accidents or loss to your Decoder.
- 4.3 Misrepresentation or non-disclosure of any information will render this Policy void.

5. Premium

- 5.1 The monthly premium is due and payable monthly in advance to MultiChoice. If payment is not received timeously, this Policy shall be deemed to have lapsed at midnight on the last day preceding the due date of payment unless You can prove that you complied with your payment obligations timeously.
- 5.2 The full premium amount is payable for each month or any part thereof. No pro-rata amount shall be paid or payable for part of a month that the Policy is in force and no refund shall be paid to You should Your cover be cancelled during a month.
- 5.3 MultiChoice agencies are not authorised to accept and process premium payments. However, you can pay your premium at a MultiChoice Self-Help Kiosk at any of MultiChoice's Service Centres, including those situated at any of the MultiChoice agencies.
- 5.4 We may from to time, by notice to you, amend the premium payable in respect of this Policy. We will send You notice informing You of such change no less than 30 days prior to implementing it.

6. Suspension

- 6.1 If you fail to pay the premium on the due date, or breach the terms of this Policy in any manner whatsoever, We will automatically suspend the obligation to provide cover in terms of this Policy.
- 6.2 If the outstanding premium is paid or the breach is remedied within 30 (thirty) days from the date that the breach occurred, the cover may be reinstated at Our sole discretion.

7. Claims

- 7.1 On the happening of any event which may result in a claim under this Policy, You are required, at Your own cost and expense to:
 - 7.1.1 give notice of such event to MultiChoice;
 - 7.1.2 in the event of theft of an Decoder, lay a charge of theft with the South African Police Service and submit the case number and any related information and/or documentation to MultiChoice;
 - 7.1.3 for loss or damage resulting from fire, lightning or explosion, submit a claim form together with a copy of the Your identity document to MultiChoice.
- 7.2 You must submit Your claim to MultiChoice within 7 days of the occurrence of an incident giving rise to the claim.
- 7.3 We reserve the right to reject claims for theft if they are not reported to the South African Police Service and MultiChoice within 7 days of the occurrence of the incident.
- 7.4 We reserve the right, after approval of any claim and replacement of a Decoder, to take possession of any recovered or damaged Decoder that is replaced in terms of this Policy. You shall render all assistance in the identification and physical recovery of the Decoder if We call upon You to do so.
- 7.5 If You have a Decoder that is enabled to received DVB over IP, You must report the claim to the Systems Integrator who installed your Decoder. The Systems Integrator will liaise with MultiChoice on Your behalf.

8. Insurer's rights after an incident

- 8.1 The Insurer and any person authorised by Us shall be entitled to:
 - 8.1.1 take or keep possession of any damaged or recovered Decoder and deal with it

in any manner;

8.1.2 prosecute in Your name and for Our benefit, any claim for damages. We shall have full authority to conduct such proceedings.

8.2 You shall, at Our expense do and permit to be done all such things as may be necessary or reasonably required by Us for the purpose of enforcing the rights referred to above.

9. **Cancellation**

9.1 We may cancel this Policy at any time by giving You 30 days prior written notice thereof.

9.2 Notwithstanding the above, You may cancel this Policy at any time by giving written notice to Us.