



SUBSCRIPTION WAIVER LOSS OF INCOME POLICY WORDING
Issued by

NMS INSURANCE SERVICES (SA) LIMITED

This policy sets out the terms and conditions of Your Subscription Waiver Loss of Income Policy:

1. Definitions

In this Policy, the following terms shall have the following meanings, where capitalised:

Terms	Meanings
Approved Device	The device which You bought from the Credit Provider as described in the DStv Payment Plan.
Amount(s) Owed	Your outstanding Amounts Owed to the Credit Provider in terms of Your DStv Payment Plan.
Commencement Date	The date on which the insurance cover, as set out in Your Policy, starts. The Policy will commence upon Our receipt of the first Premium.
Contact Details	See Sections 14, 15 and 16 of this Policy for the relevant contact methods and details.
Disability or Disabled	Means that You become so physically or mentally impaired (whether totally or partially or temporarily or permanently) that Your ability to earn an income or to meet Your obligations under the DStv Payment Plan, is impaired.

Terms	Meanings
Dismissal or Dismissed	Dismissal refers to the act of terminating or ending the employment relationship between an employer and an employee in terms of South African law. It is a legal term used to describe the termination of an employee's contract of employment, resulting in the employee's loss of job and associated rights and benefits. Dismissal can occur for various reasons, including but not limited to poor performance, misconduct, redundancy, or as a result of a disciplinary action. Dismissal is limited in terms of this Policy to employment relationships which are governed by South African law including the Labour Relations Act No 66 of 1995.
DStv Payment Plan	Your DStv Payment Plan with the Credit Provider relating to the Approved Device as reflected in the Policy schedule
Due Date	The date by which We must receive Your Premium.
FAIS Act	The Financial Advisory and Intermediary Services Act, No. 37 of 2002.
Health event	Means an event relating to the health of Your mind or body, other than a Disability, such as, for example a fractured arm, a heart attack, a stroke, a severe allergic reaction, or a disease such as jaundice - which impairs Your ability to earn an income or to meet Your obligations under the DStv Payment Plan.
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 th of the month, Your month will start on the 5 th and end on the 4 th .
MultiChoice	MultiChoice Proprietary Limited, is an authorised Financial Services Provider (FSP), FSP Number 53950, Company registration number: 1994/009083/07. MultiChoice renders intermediary services to NMSIS including, but not limited to marketing and intermediating policies, maintaining and servicing policyholders, dealing with claims and collection of premiums on behalf of NMSIS

Terms	Meanings
MSS	MultiChoice Support Services Proprietary Limited, Company Registration number 2007/014131/07, as our outsourced services provider to perform support services on Our behalf.
NMSIS	NMS Insurance Services (SA) Limited, registration number 2005/026017/06 is a microinsurer; an authorized financial services provider FSP 48754; and product supplier of this product
NCR 21 Notice	The NCR Form 21 as prescribed by the National Credit Regulations, 2006, in terms of which You acknowledge that the information set out therein, has been disclosed to You, and by You. A copy of which form is included in Your Policy Pack.
Our, Us, We	NMSIS and persons or organisations authorised to act on its behalf.
Nuclear Exclusions	Refer to Annexure A.
Policy	This Subscription Waiver Loss of Income Policy document, which must be considered together with the Policy Schedule.
Policy Pack	The documents provided to You at the time You took out this Policy, including copies of this Policy, incorporated relevant disclosures and the NCR 21 Notice.
Policy Schedule	The document entitled, "Subscription Waiver Loss of Income Policy Schedule", which forms part of this Policy that contains Your and Our details, information about this Policy and the Premium that You must pay.
Policyholder, You, Your	The person in whose name the Policy is written, and who is a DStv customer, as specified in the Policy Schedule. You are the only insured person in terms of this Policy.
Premium	The amount You have to pay to get cover under this Policy.

Terms	Meanings
Retrenchment	Retrenchment, in a legal context, refers to the termination of employment by an employer due to the economic or operational requirements of the business. It is a form of employee dismissal that occurs when an employer needs to reduce the workforce for reasons such as financial difficulties, business restructuring, technological advancements, or other similar circumstances. Retrenchment is limited in terms of this Policy to employment relationships which are governed by South African law including in terms of the Labour Relations Act No 66 of 1995.
Sanlam Life Insurance Limited	A wholly-owned subsidiary of Sanlam Limited and a 60% shareholder of NMSIS.
SASRIA Exclusions	Refer to Annexure A.
Self Service	The electronic platforms available to You including the MyDStv App; DStv website; and WhatsApp.
Statement	A document We provide to You on request that provides details of Your Premium charges and payments.
Subscription Prepayment	The prepayment amount to be credited to Your DStv account, being the fees payable to MultiChoice in respect of the Subscription Service defined in the Policy Schedule. 6 months benefit - This prepayment will be equal to 6 months of the Subscription Service fee, as at the date of the claim. The monetary value of the Policy benefit is based on 6 months of the Subscription Service fee as at the date of the claim and can therefore only be determined as at the date of claim.
Subscription Service	The service to be rendered to You as specified in the Policy Schedule, in line with the request by You for access to such service.
Waiting Period	A waiting period of 6 consecutive months from the Commencement Date applies to Disability and/or Retrenchment and/or Dismissal and You will not be entitled to claim under this Policy if Your Disability and/or Retrenchment and/or Dismissal occurs during that period.

2. What is covered in terms of this Policy

- 2.1. Upon Your temporary or permanent Disability, or the occurrence of a Health Event or if You (other than as a result of permanent or temporary Disability, or the occurrence of a health event) are -Retrenched or Dismissed we will pay an amount equal to the Subscription Prepayment, as defined, to MultiChoice on Your behalf. This prepayment may be applied to any DStv Subscription that You have in place that You select.
- 2.2. Please read the details in the Policy Schedule carefully for important information regarding commencement of cover, and contact Us immediately should You have any questions as per Our Self Service platforms or as per Our Contact Details.

3. Who/What is NOT covered under this Policy

- 3.1. This Policy is not available to anyone who is not a South African citizen
- 3.2. To be eligible for insurance:
 - 3.2.1. You must be a DStv or MultiChoice customer;
 - 3.2.2. You may not be younger than 18 years of age or older than 75 years of age.
- 3.3. This Policy does not cover or Disability or a Health event, or Retrenchment resulting from:
 - 3.3.1. any deliberate, wrongful action or inaction by You in the first 12 months of inception of the Policy; or
 - 3.3.2. any act of war, riot, strike, civil disobedience, or any military, naval or police action or if SASRIA or Nuclear Exclusions apply.
- 3.4. No benefits will be paid if You are Disabled or a Health event occurs within the first 6 months of entering into this Policy as a Waiting Period applies.
- 3.5. A Waiting Period in addition applies and the loss of income benefit will NOT be paid in the following circumstances:
 - 3.5.1. if You are Retrenched or Dismissed within the first 6 months of entering into this Policy;
 - 3.5.2. if your Retrenchment or Dismissal constitutes (or loss of income is as a result of):
 - 3.5.2.1. voluntary retrenchment or voluntary termination or voluntary cancellation of Your employment
 - 3.5.2.2. resignation or retirement;
 - 3.5.2.2. voluntary forfeiture of Your income; or
 - 3.5.2.3. participation in an unprotected strike.
- 3.6. You may not be covered more than once under this Policy.

4. Policyholder communications and Policy documentation

- 4.1. We may record the purchase of this Policy electronically via telephone, or other media. We will send Your communications and documentation by email and/or SMS and We will make Your communications available to You on Our Self Service platforms within 31 days after the inception of the Policy. We do not send Policyholder communications or Policy documentation via the post.
- 4.2. The Self Service platforms available to You include the MyDStv App; DStv website; and WhatsApp.
- 4.3. We may contact You in order to confirm Your details, as well as any other information relevant to this Policy.
- 4.4. Should You wish to change Your details, please contact Us as per Our Self Service platforms or as per Our Contact Details and have the following information readily available:
 - 4.4.1. Your Identity Number;

- 4.4.2. Your relevant contact details;
- 4.4.3. Your DStv Payment Plan number.

5. Your responsibilities

- 5.1. You must pay the Premiums in terms of 6.1.
- 5.2. If You do not give full and truthful information (as required by this Policy) to Us when requested, this insurance cover may be invalidated.
- 5.3. You must provide Your correct date of birth. If the date of birth provided is not the same as the date of birth in Your identity document or birth certificate, You will not be covered under this Policy.
- 5.4. You must ensure that all details are correctly recorded. In the event of any errors, please contact Us immediately using Our Self Service platforms or as per Our Contact Details.
- 5.5. Incorrect or non-disclosure by You of relevant facts may influence Us on any claims arising from Your contract of insurance.
- 5.6. You must provide Us with a valid cellphone number and, where available, a valid email address.
- 5.7. You must let Us know if Your contact details change.
- 5.8. You must notify Us of Your Disability, a health event or Retrenchment or Dismissal , even if no claim is made. Failure to inform Us of Your Disability, a health event Retrenchment or Dismissal where applicable, will result in continued deductions of the Premiums.
- 5.9. It is important to note that You will be held liable for Premiums unless You cancel this Policy.

6. Premium payable

- 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 as to how much of this amount should be used to pay Your Premium.
- 6.3. If Your Premium is not paid in full by the Due Date, You will receive a notice within 15 days after the Due Date that Your Policy will be cancelled unless payment of all outstanding Premiums is received within 31 days. If We still have not received the outstanding Premiums within the 31 days, Your Policy will be cancelled and You will have no insurance cover. You will receive a notice to this effect after the Policy has been cancelled.
- 6.4. You will be able to claim during the 15 days grace period and the 31 days period referred to in clause 6.3.
- 6.5. If the Policy is taken out during the month, Your Premium will be an amount that is calculated be reference only to the rest of that month. Your cover for that month will be for the same period. You must pay this Premium on the next Due Date together with the following 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 the Self Service platforms or You may call Us using Our Contact Details.
- 6.7. If the Premium is paid in cash, You will be provided with a receipt.
- 6.8. The Premium will be reviewed annually in the event that it is required due to inflation, increase in benefits, unexpected increases in expenses, loss ratios worse than anticipated and any new regulatory requirements that directly affect this Policy. If a Premium escalation is required, We will give You 31 days' written notice thereof and will furnish You with detailed reasons as to why the escalation is necessary and any impact this may have on You.

7. Suspension of cover in terms of this Policy

- 7.1. If You breach the terms of this Policy in any way, that 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. How to claim

- 8.1. If anything happens that may result in a claim under this Policy, You are required at your own cost and expense to notify Us of such an event. You must follow the claims procedure set out below carefully to avoid a delay in the payment of benefits.
- 8.2. In the event of a claim under this Policy, We will within 2 business days after all required documents in respect of the claim having been received, inform You if the claim is valid, rejected or disputed.
- 8.3. We reserve the right to cancel any benefits if there is any evidence of, or attempted submission of, a fictitious claim, fraud or misrepresentation.
- 8.4. Claims must be submitted to Us within 6 months of Your Disability, Dismissal or Retrenchment. Failure to do so will result in the benefit being lost.
- 8.5. You have to submit the following documentation with the claim:
 - 8.5.1. In the case of Your Disability:
 - 8.5.1.1. A certificate by a qualified medical doctor stating that You are physically or mentally impaired to such an extent that You cannot earn the income for a period of 3 months or longer, or permanently; and
 - 8.5.1.2. where Your income included a voluntary payment from a third party (e.g. Your spouse or family member), and such voluntary payment is discontinued, an affidavit by the third party concerned saying why the voluntary payment has been discontinued.
 - 8.5.2. in the case of Dismissal or Retrenchment:
 - 8.5.2.1. an affidavit stating how You were Retrenched or Dismissed; and
 - 8.5.2.2. any proof required by Us to the effect your claim, for example a retrenchment letter or proof of closure of business, dismissal confirmation or similar documents.
- 8.6. You may make representations to Us if You disagree, in the event that the claim is rejected or if You disagree with the benefits approved. You must do so within 90 days of receipt of the notice stating that the claim is rejected, or that the benefits are approved.
- 8.7. In the event of the claim being rejected, and You fail to make any representations within the 90 day period referred to above, all benefits in respect of that claim shall expire.
- 8.8. In the event of a claim being rejected and legal action not being commenced within 6 months after the expiry of the 90 day representation period referred to above, all benefits afforded under this Policy in respect of such claim shall be forfeited.
- 8.9. We reserve the right to request any additional documents to substantiate the information we specifically requested from you before the inception of the policy that We, in Our sole discretion, deem necessary to accurately assess the claim.

9. Cancellation and cooling-off period

- 9.1. You may cancel this Policy by:
 - 9.1.1. sending Us a cancellation request via e-mail, or
 - 9.1.2. contacting Us telephonically, or
 - 9.1.3. as per the Self Service platforms.
- 9.2. If You ask Us to cancel Your Policy, You agree that We may credit Your MultiChoice account with the pro-rata Premium for the period of the cancellation date to the end of the current Month.
- 9.3. The cooling off period is 31 days after the date of receipt of the policy documents. You can cancel this Policy within the first 31 days of inception of this Policy if no claim has been received prior to such cancellation. All Premium payments made in respect of this Policy, if so cancelled within the first 31 days of inception of this Policy, will be refunded in full by Us provided there has been no claim submitted and paid before receipt of Your cancellation notice.

9.4. We will give You 31 days' written notice before We cancel this Policy, should We choose to do so.

10. Renewal, lapse and reinstatement

- 10.1. This Policy will automatically renew each annum.
- 10.2. This Policy will lapse if Premiums are outstanding for 2 months, and it cannot be reinstated after lapsing.
- 10.3. In the event that You wish to continue with the Subscription Waiver Loss of Income benefit cover after this Policy has lapsed, a new Policy will be issued.

11. Termination of benefits

- 11.1. Cover under this Policy terminates on the earlier to occur of:
 - 11.1.1. Your Disability, Dismissal or Retrenchment; or
 - 11.1.2. the non-payment of Premiums for 2 consecutive months.
- 11.2. Any changes to Your Policy will result in the issuing of a new Policy Schedule that will reflect the changes to Your Policy. Please ensure that any changes requested have been recorded correctly in Your Policy Schedule.

12. Replacement

- 12.1. If this Policy is being purchased to replace another Policy that has been cancelled or will be cancelled in the near future, You should be aware that this may change the extent of Your applicable cover.

13. Additional information about the Financial Services Provider

- 13.1. Our authorised Financial Services Providers (FSP) accept responsibility for their representatives to act within the scope of their authority, and work under supervision. Telephone conversations are recorded, and a transcript of the recording can be made available on request. Representatives may receive incentive remuneration based on individual and/or company performance.
- 13.2. Our FSPs are authorised to give advice, provide intermediary services and accept responsibility for the activities performed by their representatives in the ordinary course and scope of the representative's duties in respect of the financial products as specified below. We will not be liable for any prejudice relating to services or advice provided by any representative, which falls outside of the scope of this authorisation.

Category	Advice Automated			
		Advice Non-Automated	Intermediary Scripted	Intermediary Other
CATEGORY 1				
Long-term Insurance Subcategory A		X	X	X
Long-term Insurance Subcategory B1-A		X	X	X
Short-term Insurance Personal Lines		X	X	X
Short-term Insurance Personal Lines A1		X	X	X
Short-term Insurance Personal Lines Commercial Lines		X	X	X

- 13.3. We have implemented a conflict of interest management policy, which is available on the Self Service platforms.
- 13.4. We have appointed MultiChoice to receive payment of Premiums on Our behalf. Premiums paid to MultiChoice are deemed to be payment to Us. The relationship between MultiChoice and Us is based on an arm's length relationship whereby MultiChoice recovers the bank charges and collection fees from Us on the Premiums collected. MultiChoice owns 40% of the shares in NMSIS; with 60% held by Sanlam Life Insurance Limited.
- 13.5. The relationship between MSS and Us is based on an arm's length relationship whereby We pay MSS an outsourcing fee for the support services performed and use of its infrastructure on a monthly basis.
- 13.1. Gradually some of the support services will be performed by Sanlam Life or an affiliate of Sanlam Life on Our behalf at an outsourcing fee.
- 13.2. We have professional indemnity insurance cover.

14. Our Contact Details:

Please use the Self Service platforms as Your first attempt to contact Us. In the event these do not resolve Your inquiry, see the below:

NMS Insurance Services (SA) Limited, Company registration number: 2005/026017/06; FSP license no. 48754	Telephone Number:	011 369 4000
	Email Address:	dcc@MultiChoice.co.za
	Physical Address:	MultiChoice City 144 Bram Fischer Drive Randburg, Gauteng, 2194
	Postal Address:	PO Box 1502 Johannesburg, 2125

15. Other Parties' Contact Details

15.1. MultiChoice Proprietary Limited

Please only contact MultiChoice if Your policy was sold directly to You by MultiChoice and You have a question about the MultiChoice sales process. For all other queries related to Your Policy subsequent to the initial sale of the Policy, please contact Us. See Our contact details above for NMS Insurance Services (SA) Limited in Section 13.

MultiChoice Pty (Ltd) (MultiChoice) Company registration number: 2007/014131/07	Telephone Number:	011 289 2222
	Email Address:	dcc@MultiChoice.co.za
	Physical Address:	MultiChoice City 144 Bram Fischer Drive Randburg, Gauteng, 2194
	Website:	www.MultiChoice.co.za
	FAIS Compliance Officer:	ISS Compliance (Pty) Ltd: Practice number: CO28.

15.2. Cubix

Please only contact Cubix if Your policy was sold directly to You by Cubix and You have a question about the Cubix sales process. For all other queries related to Your Policy subsequent to the initial sale of the Policy, please contact Us. See Our contact details above for NMS Insurance Services (SA) Limited in Section 14.

Cubix Solutions (Pty) Ltd t/a Cubix Company registration number: 2010/013902/07 ("Cubix/Intermediary")	Telephone Number:	0860 33 33 43
	Email Address:	Seshini@compliserve.co.za
	Physical Address:	Talksure House, 62 Umhlanga Ridge Blvd, Parkside, Umhlanga, KZN, 4319
	Website:	www.talksuresa.co.za
	FAIS Compliance Officer:	ISS Compliance (Pty) Ltd: Practice number: CO28.
	Physical Address:	138 Kelvin Drive, Morningside Manor, Sandton 2057
	Website:	www.nfsgroup.co.za

15.2.1. Cubix is a company registered in accordance with the Companies Act, No. 71 of 2008. Cubix is a registered financial services provider (FSP licence no. 42788).

15.2.2. Cubix is mandated to act on Our behalf.

15.2.3. Cubix is in possession of professional indemnity insurance.

15.2.4. Cubix accepts responsibility for the actions of its representatives acting within the scope of their authority.

15.2.5. Cubix has representatives working under supervision.

15.2.6. We pay Cubix a 20% commission on the first month's premium per policy sold by Cubix.

15.2.7. We pay Cubix an outsourcing fee for the use of its call center infrastructure on a monthly basis.

15.3. iSON

Please only contact iSON if Your policy was sold directly to You by iSON and You have a question about the iSON sales process. For all other queries related to Your Policy subsequent to the initial sale of the Policy, please contact Us. See Our contact details above for NMS Insurance Services (SA) Limited in Section 14.

iSON Xperiences (Pty) Ltd Company registration number: 2011/142762/07 ("iSON/Intermediary")	Telephone Number:	+27 31 007 0400
	Email Address:	dcc@multichoice.co.za
	Physical Address:	Block A, Illovo Park, 1 Montgomery Drive, 4300
	Postal Address:	Block A, Illovo Park, 1 Montgomery Drive, 4300
	Website:	www.isonxperiences.com
	FAIS Compliance Officer:	ISS Compliance (Pty) Ltd: Practice number: CO28.
	Telephone Number:	011 064 1670

	Email Address:	compliance@nfsgroup.co.za
	Physical Address:	Workspace, 140A Kelvin Drive, Morningside, 2196
	Website:	www.nfsgroup.co.za

15.3.1. iSON is a company registered in accordance with the Companies Act, No. 71 of 2008. iSON is a registered financial services provider (FSP licence no. 50518).

15.3.2. iSON is mandated to act on Our behalf.

15.3.3. iSON is in possession of professional indemnity insurance.

15.3.4. iSON accepts responsibility for the actions of its representatives acting within the scope of their authority.

15.3.5. iSON has representatives working under supervision.

15.3.6. We pay iSON 7% commission on the first year's Premium, capped at R30, per policy sold by iSON.

16. Regulatory Parties' Contact Details

FAIS Ombud	Telephone Number:	012 762 5000
	Share call	086 066 3274
	Facsimile Number:	086 764 1422
	Email Address:	info@faisombud.co.za
	Physical Address:	125 Dallas Avenue Menlyn Central Waterkloof Glen Pretoria, 0010
	Postal Address:	P O Box 41, Menlyn Park , 0063
National Financial Ombud details for all short-term and long-term insurance complaints	Telephone Number:	0860 800 900
	Email Address:	info@nfosa.co.za
	Physical Address:	110 Oxford Road, First Floor, Houghton Estate, Johannesburg, 2198
	Postal Address:	110 Oxford Road Houghton Estate, Johannesburg, 2198
	Telephone Number:	0800 203 722
Financial Sector Conduct Authority	Facsimile Number:	012 346 6941
	Email Address:	info@fsca.co.za
	Physical Address:	Riverwalk Office Park, Block B 41 Matroosberg Road, Ashlea Gardens Pretoria, 0081
	Postal Address:	PO Box 35655, Menlo Park, 0102

17. Other matters of importance

- 17.1. You must be informed of any material change to the information referred to in clauses 13, 15.1, 15.2 and the balance of this clause 16.
- 17.2. If You have a complaint, please contact Us and We will address Your concerns. Please note that in terms of the FAIS Act, all complaints must be addressed to Us in writing, labelled as Subscription Waiver Loss of Income Policy Complaint, and can be submitted using the information below.

Complaints: Labelled as Subscription Waiver Loss of Income Policy Complaint	Made at any of the DStv Walk-in Centres	Locations at: www.dstv.co.za
	Email Address:	dcc@multichoice.co.za

- 17.3. Should We not be able to address Your concerns to Your satisfaction, You may lodge a complaint with any of the aforementioned Ombudsmen, but in particular with the FAIS Ombudsman. Please visit www.dstv.co.za for more information about the complaints procedure. Our response time for complaints is 10 working days.
- 17.4. You may not withhold payment of any of the Amounts Owed in terms of Your DStv Payment Plan due to the existence of this Policy, or if You have instituted action against Us.
- 17.5. We make use of ISS Compliance (Pty) Ltd as Our compliance practice.

ISS Compliance (Pty) Ltd: Practice number: CO28.	Telephone Number:	011 369 4000
	Email Address:	dcc@multichoice.co.za
	Physical Address:	138 Kelvin Drive, Morningside Manor, Sandton 2057
	Website:	www.nfsgroup.co.za

18. Warning

- 18.1. Do not sign any blank or partially completed application form.
- 18.2. Complete all forms in ink.
- 18.3. Keep all documents handed to You.
- 18.4. Take note as to what is said to You.
- 18.5. Do not be pressured to buy the product.
- 18.6. Do not waive any of Your rights.

ANNEXURE A: SASRIA AND NUCLEAR EXCLUSION

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

- a) This Policy does not insure loss or damage 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.