



## DStv DEVICE CARE PLAN

**Issued by**

**NMS INSURANCE SERVICES (SA) LIMITED**

This policy sets out the terms and conditions of Your DStv Device Care Plan

### 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 Your Device Care Plan starts.
Contact Details	See Clauses 13, 14 and 15 of this Policy for the relevant contact methods and details.
Device Care Plan	The device care plan as set out in this Policy
DStv Installation	An installation (approved by MultiChoice) of a DStv Device, and includes the installation components namely the LNB, the dish, the wiring, and the like comprising the installation.
DStv Device	Any DStv device approved by MultiChoice. The model name and serial number of the device are recorded in the Policy Schedule
Due Date	The date by which we must receive payment of Your Premium.
FAIS Act	The Financial Advisory and Intermediary Services Act, No. 37 of 2002.
Flood, Water Damage	Any unintentional damage to Your DStv Device or to Your DStv Installation 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, Policyholder, You or Your	The person named in the Policy Schedule.
LNB	The low-noise block down converter which forms part of the satellite dish

Terms	Meanings
NMSIS, Microinsurer, Financial Services Provider	NMS Insurance Services (SA) Limited, company registration number: 2005/026017/06. NMSIS is the provider of the Policy. NMSIS is an authorised financial services provider, FSP license number 48754, licensed according to the laws of the Republic of South Africa.
Our, Us, We	NMSIS (being a Microinsurer) and persons/organisations authorised to act on behalf of the Microinsurer.
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 a calendar 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.
MultiChoice Subscription Services	The television subscription services provided by MultiChoice.
MSS, or MultiChoice Support Services	MultiChoice Support Services Proprietary Limited, Company Registration number 2007/014131/07, as Our authorised juristic representative and outsourced services provider to perform support services on Our behalf.
Nuclear Exclusions	Refer to Annexure A.
Policy	This DStv Device Care Plan document, which must be considered together with the Policy Schedule.
Premium	The amount You have to pay to get the benefits under Your DStv Device Care Plan.
Relocation	A relocation of premises by the Policyholder involving the Policyholder moving to other premises, as a result of which the Policyholder's DStv Device needs to be installed at the new premises to ensure viewing there, limited to one such relocation per calendar year. <b>A three-month waiting period applies from the date of activation of the policy.</b>
SASRIA Exclusions	Refer to Annexure A.
Policy Schedule	A document that forms part of this Device Care Plan Policy that contains Your and Our details, information on the cover You enjoy under this Device Care Plan, and the Premium amount You must pay.
Self Service	The electronic platforms available to You including the MyDStv App; DStv website; and WhatsApp.
Statement	A document provided by Us on request that provides details of Your Premium charges and payments. This document is also available on Self Service.
Waiting Period	A period of <b>three months</b> from the Commencement Date during which You will not be entitled to claim for damages caused by a mechanical or electrical malfunction. <b>A three-month</b> waiting period applies for Relocation.

Terms	Meanings
Warranties	<p>A 6-month warranty (calculated from the date of the DStv Installation) on the DStv Installation design, materials and workmanship from MultiChoice.</p> <p>A 12-month (calculated from the date of sale of the DStv Device) warranty on the DStv Device design, materials and workmanship from the manufacturer and MultiChoice.</p>

## 2. Territorial Limits of Cover

We do not provide insurance cover for any losses or damages to Your DStv Device or DStv Installation that occur outside of the borders of the Republic of South Africa.

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

3.1 Your DStv Device Care Plan covers the following:

- 3.1.1 the cost of repairing or replacing the DStv Installation components in the event of your DStv viewing experience being interrupted by:
  - 3.1.1.1 mechanical or electrical malfunctions (wear and tear) that occurs after the Waiting Period. If the DStv Device is still in the Warranty period, on the basis of mechanical and electrical malfunction, will be covered in terms of the Warranty.
  - 3.1.1.2 damage resulting from attempted theft, fire, lightning, Flood or explosion; and
  - 3.1.1.3 total loss as a result of theft, fire, lightning, Flood or explosion.
- 3.1.2 the cost of re-installation of the Policyholder's current DStv Device at new premises, incurred as a result of a Relocation by the Policyholder, in order to ensure viewing at the new premises.
- 3.1.3 In the event of a total loss that occurs in respect of clause 3.1.1.3, we will replace Your DStv Device with a new DStv Device of the same or similar type.
- 3.1.4 A Device reward for which you will qualify after every [36 months] if no claims. (Note: If a claim is submitted against this policy, the period will be reset to zero)

## 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 DStv Installation [where the malfunction occurs during the Waiting Period – if the DStv Installation is still in the Warranty period], this will be covered in terms of the Warranty;
- 4.1.2 mechanical or electrical malfunction of a DStv Device battery or DStv Device charger and cable(s);
- 4.1.3 accessories that are included with the DStv Device unless the DStv Device itself is replaced after a total loss as referred to in clause 3.1.1.3;
- 4.1.4 Smartcards or TV links whether or not purchased from or provided by MultiChoice;
- 4.1.5 remote control units unless the DStv Device itself is replaced after a total loss

- as referred to in clause 3.1.1.3;
- 4.1.6 lawful attachment of the DStv Device as a result of a legal process or lawful police action;
- 4.1.7 DStv Device that have been hired to third parties;
- 4.1.8 other devices and cables that are connected to Your DStv Device; for example, Your television set, DVD, surround sound system and the like;
- 4.1.9 damage caused by misuse, negligence or abuse;
- 4.1.10 loss, damage, destruction or reception problems caused by unauthorised tampering with the DStv Device or DStv Installation;
- 4.1.11 loss or damage as a result of fraud or dishonesty by You or with Your involvement or consent;
- 4.1.12 Additional costs by the installer outside of stipulated costs based on your current installation;
- 4.1.13 loss or damage to Your DStv Device or DStv Installation that arises from any of the SASRIA Exclusions or the Nuclear Exclusions.

## **5. Policyholder communications and Policy documentation**

- 5.1 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.
- 5.2 The Self Service platforms available to You include the MyDStv App; DStv website; and WhatsApp.

## **6. Your responsibilities**

- 6.1 You are required to use all reasonable care to prevent or minimise damage to Your DStv Device and DStv Installation.
- 6.2 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.
- 6.3 You have to let Us know if Your residential address as listed in the Policy Schedule changes.
- 6.4 You have to provide Us with a valid cellphone number and where available, a valid email address.
- 6.5 You need to register with DStv Self Service.
- 6.6 You have to let Us know if Your contact details change.
- 6.7 You must continue to pay Your Premiums even if You cancel or suspend Your MultiChoice subscription services to keep Your DStv Device Care Plan active.
- 6.8 It is important to note that You will be held liable for Premiums unless You cancel this Policy as permitted by it.

## **7. Premium Payable**

- 7.1 Your Policy is an annual Policy with monthly Premium payments and You must pay the monthly Premium in advance or on the Due Date.
- 7.2 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.
- 7.3 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.

- 7.4 You will be able to claim during the 15 days grace period and the 31 days period referred to in clause 7.3.
- 7.5 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.
- 7.6 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.
- 7.7 If the Premium is paid in cash, You will be provided with a receipt.
- 7.8 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.

## 8. 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.

## 9. How to claim

- 9.1 If anything that may result in a claim under this Policy happens, You are required at Your own cost and expense to:
  - 9.1.1 Notify Us of such an event within 30 days of the incident;
  - 9.1.2 in the event of a total loss that occurs in respect of clause 3.1.3, You can complete the claim form:
    - 9.1.2.1 telephonically via Our Contact Details; or
    - 9.1.2.2 via email – [dcc@multichoice.co.za](mailto:dcc@multichoice.co.za); or
    - 9.1.2.3 on the DStv website.
  - 9.1.3 if Your claim relates to theft, You must lay a charge of theft with the South African Police Service within 30 days of the incident and give the case number to NMSIS when You complete Your claim form;
  - 9.1.4 if the DStv Device or DStv Installation is damaged or destroyed due to fire, You must report the incident to the South African Police Service or Fire Brigade within 30 days of the incident and give the case number to NMSIS when You complete Your claim form;
  - 9.1.5 we reserve the right to reject claims if they are not reported within 30 (thirty) days after the incident.
- 9.2 The submission and settlement of a claim will not affect the continuation of this Policy.
- 9.3 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.

## 10. Insurer's rights after an incident

Once we have approved a claim and replaced Your DStv Device or DStv Installation, we

have the right to retain any recovered or damaged DStv Device or DStv Installation parts that we have replaced.

## 11. Renewal, cancellation and cooling-off period

11.1 This Policy will automatically renew each year.

11.2 The cooling-off period is 14 days after the date of receipt by You of the Policy documents.

11.3 We will give You 30 days' written notice before We cancel this Policy.

11.4 You may cancel this Policy immediately or schedule cancellation for a future date by:

11.4.1 sending Us a cancellation request via e-mail at [dcc@multichoice.co.za](mailto:dcc@multichoice.co.za); or

11.4.2 contacting Us via Our Contact Details; or

11.4.3 Via Self Service

11.5 If You ask Us to cancel Your Policy immediately, We will credit Your MultiChoice account with the pro-rata Premium for the period from the cancellation date to the end of Your current month.

## 12. Additional information about the Financial Services Provider

12.1 We are the registered product supplier and this Policy constitutes a non-life policy issued by Us.

12.2 We accept responsibility for Our representatives to act within the scope of their authority, and work under supervision. We record all telephone conversations, and a transcript of the recording can be made available on request. Representatives may receive incentive remuneration based on individual and/or company performance.

12.3 We are authorised to give advice, provide intermediary services and accept responsibility for the activities performed by Our 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
Long-term Insurance Subcategory B1-A			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

- 12.4 We have implemented a conflict of interest management policy, which is available on the Self Service platforms.
- 12.5 We have appointed MultiChoice as Our authorised juristic representative 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 100% of Our A1 shares.
- 12.6 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.
- 12.7 We have professional indemnity insurance cover.

### 13. 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	<b>Telephone Number:</b>	011 369 4000
	<b>Email Address:</b>	<a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>
	<b>Physical Address:</b>	MultiChoice City 144 Bram Fischer Drive Randburg, Gauteng, 2194
	<b>Postal Address:</b>	PO Box 1502 Johannesburg, 2125

### 14. Other Parties' Contact Details

#### 14.1 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 13.

Cubix Solutions (Pty) Ltd t/a Cubix Company registration number: 2010/013902/07 ("Cubix/Intermediary")	<b>Telephone Number:</b>	031 582 8366
	<b>Email Address:</b>	<a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>
	<b>Physical Address:</b>	Talksure House, 62 Umhlanga Ridge Blvd., Parkside, Umhlanga, KZN, 4319
	<b>Postal Address:</b>	PO Box 1498 Umhlanga Rocks, Durban, 4320
	<b>Website:</b>	<a href="http://www.talksuresa.co.za">www.talksuresa.co.za</a>
	<b>FAIS Compliance Officer:</b>	Compli-Serve KZN (Pty) Ltd Seshini Magan
	<b>Telephone Number:</b>	0860 33 33 43
	<b>Email Address:</b>	<a href="mailto:Seshini@compliserve.co.za">Seshini@compliserve.co.za</a>
	<b>Physical Address:</b>	Unit No. 4, Seawood Close 29 Chartwell Drive Umhlanga Rocks, Durban, 4320
<b>Website:</b>	<a href="http://www.compliserve.co.za">www.compliserve.co.za</a>	

- 14.1.1 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).
- 14.1.2 Cubix is mandated to act on Our behalf.
- 14.1.3 Cubix is in possession of professional indemnity insurance.
- 14.1.4 Cubix accepts responsibility for the actions of its representatives acting within the scope of their authority.
- 14.1.5 Cubix has representatives working under supervision.
- 14.1.6 We pay Cubix a 20% commission on the first month's premium of each policy sold by Cubix.
- 14.1.7 We pay Cubix an outsourcing fee for the use of its call center infrastructure on a monthly basis.

## 14.2 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 13.

iSON Xperiences (Pty) Ltd Company registration number: 2011/142762/07 ("iSON/Intermediary")	<b>Telephone Number:</b>	+27 31 007 0400
	<b>Email Address:</b>	<a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>
	<b>Physical Address:</b>	Block A, Illovo Park, 1 Montgomery Drive, 4300
	<b>Postal Address:</b>	Block A, Illovo Park, 1 Montgomery Drive, 4300
	<b>Website:</b>	<a href="http://www.isonxperiences.com">www.isonxperiences.com</a>
	<b>FAIS Compliance Officer:</b>	<b>ISS Compliance (Pty) Ltd:</b> Practice number: CO28.
	<b>Telephone Number:</b>	011 064 1670
	<b>Email Address:</b>	<a href="mailto:compliance@nfsgroup.co.za">compliance@nfsgroup.co.za</a>
	<b>Physical Address:</b>	Workspace, 140A Kelvin Drive, Morningside, 2196
	<b>Website:</b>	<a href="http://www.nfsgroup.co.za">www.nfsgroup.co.za</a>

- 14.2.1 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).
- 14.2.2 iSON is mandated to act on Our behalf.
- 14.2.3 iSON is in possession of professional indemnity insurance.
- 14.2.4 iSON accepts responsibility for the actions of its representatives acting within the scope of their authority.
- 14.2.5 iSON has representatives working under supervision.
- 14.2.6 We pay iSON 7% commission on the first year's Premium, capped at R30, per policy sold by iSON.

## 14.3 EOS



Please only contact EOS if Your policy was sold directly to You by EOS and You have a question about the EOS 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.

EOS Financial Services (Pty) Ltd Company registration number: 2019/058766/07 ("EOS")	<b>Telephone Number:</b>	+27 31 582 8366
	<b>Email Address:</b>	<a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>
	<b>Physical Address:</b>	257 Beyers Naude Drive, Blackheath, Randburg, 2195
	<b>Postal Address:</b>	257 Beyers Naude Drive, Blackheath, Randburg, 2195
	<b>Website:</b>	<a href="https://empowered-outsource.co.za/">https://empowered-outsource.co.za/</a>
	<b>FAIS Compliance Officer:</b>	<b>Mrs Daneshree Padayachee</b>
	<b>Telephone Number:</b>	084 759 8251
	<b>Email Address:</b>	<a href="mailto:daneshree@sacompliance.co.za">daneshree@sacompliance.co.za</a>
	<b>Physical Address:</b>	Unit 305, The Cube, 37 Zenith Drive, Umhlanga Ridge, 4319
	<b>Website:</b>	<a href="http://www.sacompliance.co.za/">http://www.sacompliance.co.za/</a>

14.3.1 EOS is a company registered in accordance with the Companies Act, No. 71 of 2008. EOS is a registered financial services provider (FSP licence no. 52431).

14.3.2 EOS is mandated to act on Our behalf.

14.3.3 EOS is in possession of professional indemnity insurance.

14.3.4 EOS accepts responsibility for the actions of its representatives acting within the scope of their authority.

14.3.5 EOS has representatives working under supervision.

14.3.6 We pay EOS a 20% commission on the first month's premium of each policy sold by EOS.

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

#### 14.4 Regulatory Parties

<b>FAIS Ombud</b>	<b>Telephone Number:</b>	012 762 5000
	<b>Share call</b>	086 066 3274
	<b>Facsimile Number:</b>	086 764 1422
	<b>Email Address:</b>	<a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a>
	<b>Physical Address:</b>	125 Dallas Avenue Menlyn Central Waterkloof Glen Pretoria, 0010
	<b>Postal Address:</b>	P O Box 41, <b>Menlyn Park</b> , 0063
<b>National Financial Ombud details</b> for all short-term and long-term insurance complaints	<b>Telephone Number:</b>	0860 800 900
	<b>Email Address:</b>	<a href="mailto:info@nfosa.co.za">info@nfosa.co.za</a>
	<b>Physical Address:</b>	110 Oxford Road, First Floor, Houghton Estate, Johannesburg, 2198

	<b>Postal Address:</b>	110 Oxford Road Houghton Estate, Johannesburg, 2198
<b>Financial Sector Conduct Authority</b>	<b>Telephone Number:</b>	0800 203 722
	<b>Facsimile Number:</b>	012 346 6941
	<b>Email Address:</b>	<a href="mailto:info@fsca.co.za">info@fsca.co.za</a>
	<b>Physical Address:</b>	Riverwalk Office Park, Block B 41 Matroosberg Road, Ashlea Gardens Pretoria, 0081
	<b>Postal Address:</b>	PO Box 35655, Menlo Park, 0102

## 15. Other matters of importance

- 15.1 You must be informed of any material change to the information contained herein.
- 15.2 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 DStv Device Care Plan Complaint, and can be submitted using the information below.

<b>Complaints:</b> Labelled as Device Care Plan Complaint	<b>Email Address:</b>	<a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>
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- 15.3 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](http://www.dstv.co.za) for more information about the complaints procedure. Our response time for complaints is 10 working days.
- 15.4 We make use of ISS Compliance (Pty) Ltd as Our compliance practice.

<b>ISS Compliance (Pty) Ltd:</b> Practice number: CO28.	<b>Telephone Number:</b>	011 369 4000
	<b>Email Address:</b>	<a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>
	<b>Physical Address:</b>	Workspace, 140A Kelvin Drive, Morningside, 2196
	<b>Website:</b>	<a href="http://www.nfsgroup.co.za">www.nfsgroup.co.za</a>

## 16. Warning

- 16.1 Do not sign any blank or partially completed application form.
- 16.2 Complete all forms in ink.
- 16.3 Keep all documents handed to You.
- 16.4 Take note as to what is said to You.
- 16.5 Do not be pressured to buy the product.
- 16.6 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 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.