

MULTICHOICE DECODER CARE CONTRACT

This Decoder Care Contract sets out the terms and conditions under which MultiChoice will insure your Approved Decoder against loss or damage.

Interpretation

In this Contract, the following terms will have the following meanings –

1. “Approved Decoder” means a decoder approved by MultiChoice, including a Portable Decoder.
2. “Commencement Date” means the effective date of the insurance cover recorded in the Confirmation Letter.
3. “Confirmation Letter” means the letter from MultiChoice to you recording the details of your insurance cover including the effective date of this Contract, description of your Approved Decoder(s) and your monthly premium.
4. “Contract” means this Decoder Care Contract setting out the terms and conditions on which your Approved Decoder will be insured against loss or damage.
5. “Customer” or “you” means the person who takes insurance cover with MultiChoice in respect of an Approved Decoder.
6. “Insurer” means NMS Insurance Services (SA) Limited, the underwriter of this Contract.
7. “MultiChoice”, “we” or “us” means MultiChoice Africa (Proprietary) Limited, an authorised Financial Services Provider with FSP license number 11514.
8. “Portable Decoder” means an electronic device which receives mobile broadcasting signals.
9. “SASRIA Exclusions” means 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.
10. Shoprite Checkers means Shoprite Checkers (Pty) Ltd, an authorized Financial Services Provider, FASP license number 7732.
11. “Waiting Period” means a period of 3 (three) calendar months from the Commencement Date, during which the Customer will not be entitled to claim for mechanical or electrical malfunction of an Approved Decoder in terms of this Contract.

Cover

12. Your Approved Decoder is insured against the following incidents:

- 12.1 mechanical or electrical fault;
- 12.2 damage caused by attempted theft, fire, lightning or explosion; or
- 12.3 loss as a result of theft.

For purposes of clarity, Portable Decoders are **NOT** insured against theft or damage to the Portable Decoder caused by any attempted theft.

- 13. In the event of a mechanical or electrical fault, we will replace your Approved Decoder at your nearest MultiChoice service centre, with a refurbished Approved Decoder on a like-for-like basis. If you have an Approved Decoder that is enabled to receive DVB over IP, you must contact the Systems Integrator who installed your Approved Decoder and the Systems Integrator will liaise with MultiChoice on your behalf.
- 14. In the event of damage caused by theft or attempted theft, fire, lightning or explosion, you must notify us of the incident within 7 (seven) days of the occurrence thereof by completing a claim form (available at MultiChoice service centres) and providing us with a copy of your ID and any other documents we may require.
- 15. If your Approved Decoder (excluding Portable Decoder) is stolen, you must report the theft to the South African Police Service first and provide us with the case number and other related information and/or documentation when you submit the claim to us. Your claim must be submitted to us within 7 (seven) days of the date of the incident.
- 16. MultiChoice and the Insurer reserve the right to reject claims that are not reported to the police and/or to MultiChoice within 7 (seven) days of the incident.
- 17. Once we have processed and approved your claim in circumstances contemplated in clauses 14 and 15, a new Approved Decoder will be delivered to you. MultiChoice and the Insurer reserve the right, on approval of a claim, to take possession of any recovered or damaged Approved Decoder which is replaced in terms of this Contract.
- 18. The USB cable, USB wall charger, TV sucker stand and head phones will only be replaced if the Portable Decoder is replaced as a result of mechanical or electrical fault.

Exclusions from cover

- 19. Save as set out in this Contract, accessories (whether or not purchased from, or provided by, MultiChoice) including, without limitation, smartcards, remote control units, modems, TV links, handsets, batteries, laptops, keyboards, USB cables, USB wall chargers, TV sucker stands and head phones are not covered separately in terms of this Contract.
- 20. In addition, the following incidents are excluded from cover:

- 20.1 a claim for a mechanical or electrical malfunction if the claim is submitted to MultiChoice during the Waiting Period;
 - 20.2 theft of a Portable Decoder or damage thereto as a result of attempted theft;
 - 20.3 damage to an Approved Decoder that is caused by misuse, negligence or abuse;
 - 20.4 tampering with an Approved Decoder or any aerial system of a Portable Decoder resulting in loss of reception or other damage;
 - 20.5 lawful attachment of an Approved Decoder as a result of a legal process or police action;
 - 20.6 letting an Approved Decoder to a third party;
 - 20.7 loss or damage to an Approved Decoder as a result of fraud or dishonesty; or
 - 20.8 loss or damage to an Approved Decoder that arises from any of the SASRIA Exclusions.
21. MultiChoice reserves the right to cancel the cover and terminate the Contract in circumstances contemplated in clauses 20.3 to 20.7.

Premium and payment

22. The Confirmation Letter that you will receive from us will record your monthly premium.
23. The premium payable in terms of this Contract is payable monthly in advance. Payment of your premium may be made in any manner authorised by us from time to time and must be made together with payment of your fees for your subscription service. The payment mechanisms that are currently available are – debit order, payment at a MultiChoice service centre, electronic fund transfer or ATM deposit from ABSA, Standard Bank and First National Bank including any Shoprite Checkers store.
24. We may from time to time, by notice to you, amend the premium payable in respect of the cover. We will send you notice informing you of such change no less than 30 (thirty) days prior to implementing it.

Suspension

25. If you fail to pay the premium on the due date, or breach this Contract in any manner whatsoever, MultiChoice and the Insurer will automatically suspend the obligation to provide cover in terms of this Contract.
26. If the outstanding premium is paid or the breach is remedied within 30 (thirty) days from the date that the breach occurred, the Contract may be reinstated at our sole discretion.

Cancellation

27. You may cancel this Contract at any time by giving written notice of cancellation to MultiChoice. Your cover will be cancelled and the Contract terminated immediately on receipt of your written notice by MultiChoice.
28. MultiChoice or the Insurer may cancel this Contract at any time by giving you 30 (thirty) days written notice thereof and cancellation of the Contract will be effective from the last day of the month for which you have paid.
29. The full premium 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 cover is in force and no refund shall be paid to you should your cover be cancelled during a month.

Area of cover

30. The cover provided under this Contract is limited to the geographical area in the Republic of South Africa.

Indulgence

31. Any relaxation or indulgence which we may show you at any time in regard to the Contract is without prejudice to, and does not constitute a waiver of, any rights we and/or the Insurer may have, either in terms of this Contract or the law.

Amendment

32. We may amend this Contract from time to time on prior notice to you. You agree to be bound by any amendment from the date specified by us in such notice, which date will not be less than 30 (thirty) days from the date of the notice.

Underwriter of this Contract

33. The Insurer is the underwriter of this Contract.