

**SUBSCRIPTION WAIVER POLICY WORDING**  
**Issued by**

**NMS INSURANCE SERVICES (SA) LIMITED**

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

**1. Definitions**

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

<b>Terms</b>	<b>Meanings</b>
Accidental Death	A sudden, unexpected, external, violent and visible event which happens at an identifiable place and time which occurred after inception of this Policy. Note: The Insurer reserves a right to request additional documents i.e affidavid, BI1663, police report etc at claims stage.
Beneficiary	Means the person who is a South African citizen and has attained the age of 18 who has been nominated by the <b>Policy Holder</b> to receive the funds claimed for the policy. Such person must be in a position to receive the funds via electronic means.
Commencement Date	The date on which the insurance cover, as set out in Your Subscription Waiver Policy, starts. The Policy will commence upon Our receipt of the first Premium.
Contact Details	See Sections 14, 15 and 16 of this Subscription Waiver policy for the relevant contact methods and details.
Due Date	The date by which We must receive Your Premium.
FAIS Act	The Financial Advisory and Intermediary Services Act, No. 37 of 2002.
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, 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
MSS, MultiChoice Support Services	MultiChoice Support Services Proprietary Limited, Company Registration number 2007/014131/07, as our outsourced services provider to perform support services on Our behalf.
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 and persons or organisations authorised to act on its behalf.
Policy	This Subscription Waiver Policy document, which must be considered together with the Policy Schedule.
Policy Schedule	The document entitled, "Subscription Waiver Policy Schedule", which forms part of this Policy that contains Your and Our details, information about this Policy, the Beneficiary 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.

Terms	Meanings
Premium	The amount You have to pay to get cover under Your Subscription Waiver Policy.
Sanlam Life Insurance Limited	A wholly-owned subsidiary of Sanlam Limited and a 60% shareholder of NMSIS.
Statement	A document We provide to You on request that provides details of Your Premium charges and payments.
Sanlam Life and Savings	Our outsourced services provider for claims processing and payment functions
Subscription Prepayment	<p>The prepayment amount to be credited to Your Beneficiary's DStv account, being the fees payable to MultiChoice in respect of the Subscription Service defined in the Policy Schedule.</p> <p>12 months option - This prepayment will be equal to 12 months of the Subscription Service fee, as at the date of the claim. The monetary value of the Policy benefit is based on 12 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.</p> <p>24 months option - This prepayment will be equal to 24 months of the Subscription Service fee, as at the date of the claim. The monetary value of the Policy benefit is based on 24 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.</p>
Subscription Service	The service to be rendered to the Beneficiary as specified in the Policy Schedule, in line with the request by You for access to such service by the Beneficiary.
Waiting Period	A waiting period of 6 consecutive months applies, except in the event of an Accidental Death, in which case there will be no waiting period.

## 2. What is covered in terms of this Policy

- 2.1. When You pass away We will pay an amount equal to the Subscription Prepayment, as defined, to MultiChoice on behalf of Your Beneficiary. Your Beneficiary will then receive the Subscription Prepayment to the same amount. This prepayment may be applied to any DStv or MultiChoice products that Your Beneficiary selects or be paid into Your Beneficiary's bank account by way of electronic funds transfer (EFT).
- 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 74 years of age.
- 3.3. In the event that You:
  - 3.3.1. within 31 days before inception of this Policy completed a Waiting Period; and
  - 3.3.2. such Waiting Period was completed by You and under a similar Policy to this Policy; and
  - 3.3.3. You submit written proof of such completed Waiting Period to Us, then We shall deduct the number of Waiting Period days so completed from the Waiting Period.
- 3.4. This Policy does not cover death resulting from:
  - 3.4.1. any deliberate, wrongful action or inaction (including suicide) by You in the first 12 months of inception of the Policy; or
  - 3.4.2. any act of war, riot, strike, civil disobedience, or any military, naval or police action.

3.5. 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 the details of Your nominated Beneficiary, as well as any other information relevant to this Policy.

4.4. Should You wish to change the details of Your Beneficiary, 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. Name and Surname of the Beneficiary;
- 4.4.2. Identity Number;
- 4.4.3. Your or Your Beneficiary's relevant contact details.

#### **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 or Your family must notify Us if You should pass away, even if no claim is made. Failure to inform Us of Your death 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. The claimant 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 applies only for the rest of that month – Your cover will be for the same period. You must 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 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, the claimant is required at their own cost and expense to notify Us of such an event. The claimant 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 the claimant 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 death. Failure to do so will result in the benefit being lost.
- 8.5. The claimant may make representations to Us if the claimant disagrees, in the event that the claim is rejected or if the claimant disagrees with the benefits approved. The claimant must do so within 90 days of receipt of the notice stating that the claim is rejected, or that the benefits are approved.
- 8.6. In the event of the claim being rejected, and the claimant failing to make any representations within the 90 day period referred to above, all benefits in respect of that claim shall expire.
- 8.7. 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.
- 8.8. 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 benefit cover after this Policy has lapsed, a new Policy will be issued. The Waiting Period for such new Policy issued will be calculated with reference to the Waiting Period under the original Policy, and will not exceed 6 months in total.

## **11. Termination of benefits**

- 11.1. Cover under this Policy terminates on the earlier to occur of:

- 11.1.1. Your death, 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.
- 13.3. We reserve a right to request additional supporting documents.

## 13.4

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

- 13.5. We have implemented a conflict of interest management policy, which is available on the Self Service platforms.
- 13.6. 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.
- 13.7. We have contracted Sanlam Life and Savings to perform Life claims processing and payment functions. These services are rendered in terms of a fixed-fee outsourcing agreement.
- 13.8. 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.
- 13.9. 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.
- 13.10. 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:

<b>NMS Insurance Services (SA) Limited, Company registration number:</b> 2005/026017/06; <b>FSP license no.</b> 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>	Oxford & Glenhove, 116 Oxford Road, Houghton Estate
	<b>Postal Address:</b>	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 14.

<b>MultiChoice Pty (Ltd) (MultiChoice) Company registration number:</b> 2007/014131/07	<b>Telephone Number:</b>	011 289 2222
	<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>Website:</b>	<a href="http://www.MultiChoice.co.za">www.MultiChoice.co.za</a>
	<b>FAIS Compliance Officer:</b>	<b>ISS Compliance (Pty) Ltd:</b> Practice number: CO28.

- 15.1.1. MultiChoice is a company registered in accordance with the Companies Act, No. 71 of 2008. MultiChoice is a registered financial services provider (FSP licence no. 53950).
- 15.1.2. MultiChoice is mandated to act on Our behalf.
- 15.1.3. MultiChoice is in possession of professional indemnity insurance.
- 15.1.4. MultiChoice accepts responsibility for the actions of its representatives acting within the scope of their authority.
- 15.1.5. MultiChoice has representatives working

under supervision.

- 15.1.6. We pay MultiChoice an outsourcing fee for the use of its call centre and Customer experience centres

##### 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.

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

- 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")	<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>
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- 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.

#### 15.4 Regulatory Parties

<b>FAIS Ombud</b>	<b>Telephone Number:</b> 012 762 5000 <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> PO Box 74571, Lynnwood Ridge, 0040
<b>National</b>	<b>Telephone</b> 0860 800 900

<b>Financial Ombud details for all short-term and long-term insurance complaints</b>	<b>Number:</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, First Floor, Houghton Estate, Johannesburg, 2198
	<b>Telephone Number:</b> 0800 203 722
<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

#### 16 Other matters of importance

- 16.4 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.
- 16.5 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 Policy Complaint, and can be submitted using the information below.

<b>Complaints:</b> Labelled as Funeral Policy Complaint	<b>Made at any of the DSTV Walk-in Centres</b>	Locations at: <a href="http://www.dstv.co.za">www.dstv.co.za</a>
	<b>Email Address:</b> <a href="mailto:dcc@multichoice.co.za">dcc@multichoice.co.za</a>	

- 16.6 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.
- 16.7 We make use of the compliance function within Sanlam Life and Savings, a cluster of Sanlam Life Limited.

<b>Compliance Department</b>	Email address:	DStvInsurance@multichoice.co.za
	Physical address	Sanlam Head Office 2 Strand Road, Bellville

## **17 Warning**

- 17.4 Do not sign any blank or partially completed application form.
- 17.5 Complete all forms in ink.
- 17.6 Keep all documents handed to You.
- 17.7 Take note as to what is said to You.
- 17.8 Do not be pressured to buy the product.
- 17.9 Do not waive any of Your rights.