

CREDIT CARD ACCOUNT AND CREDIT FACILITY TERMS AND CONDITIONS OF USE

WesBank Credit Card issued, financed, owned and administrated by FirstRand Bank Limited.

Reg No.1929/001225/06. An Authorised Financial Services and Registered Credit Provider (NCRCP20).

Effective Date: 1 November 2022

These terms and conditions form part of the agreement which governs the use of the Credit Card Account and Credit facility and further regulates the relationship between the Bank and the Cardholder. The use of the Credit Card Account and/or the Credit facility will be deemed as your acceptance of all the terms and conditions governing the agreement.

Sections of this document

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Section A

Terms and Conditions applicable to both the Credit Card Account and Credit facility

1. Issue of the credit card account and grant of the Credit facility

- 1.1 The issue of the Credit Card Account and grant of the Credit facility are subject to these Credit Card Account and Credit facility Terms and Conditions of Use as published and amended by us from time to time.
- 1.2 The Credit Card Account is a Financial Services Product (a deposit-taking and transacting product) as defined in the Financial Advisory and Intermediary Services Act 37 of 2002.
- 1.3 The Credit facility is a facility with a credit limit as defined in Section 8(3) of the National Credit Act 34 of 2005.
- 1.4 If you are granted a Credit facility, the Credit facility is attached to and maintained in association with the Credit Card Account therefore the Credit facility will not be granted in the absence of the Credit Card Account.

2. Acceptance of these Terms and Conditions

2.1 By applying for and using the Credit Card Account and/or the Credit facility, your action will be deemed as acceptance of all the terms and conditions governing the agreement.

3. General obligations when you use the Credit Card Account and/or the Credit facility

- 3.1 The Credit Card Account and/ or Credit facility issued in your name is intended for your use only.
- 3.2 Your Credit Card Account and/or Credit facility must not be used for any illegal transactions or to participate in online gambling activities and for the purchase of online foreign lottery tickets.
- 3.3 You warrant to the Bank that the granting of and the use of the Credit Card Account and/or Credit facility will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently stipulate that Cardholders in whose names one or more bank credit and/or debit cards have been issued, may be permitted to make permissible foreign exchange payments for small transactions, e.g. imports over the Internet, by means of such credit and/or debit cards. You must not exceed the allowed foreign exchange limits set by the South African Reserve Bank. Payments are limited to R50 000.00 per transaction.
- 3.4 We are obliged to report transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.
- 3.5 Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of processing of the transaction to your Credit Card Account and/or Credit facility. The transaction will appear on your monthly account statement in Rand.

- 3.6 Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be liable for.
- 3.7 Should a merchant manually override the processing of a transaction, you will be liable for that transaction.
- 3.8 Use of the Credit Card Account and/or Credit facility to access and transact over our other delivery channels like electronic or telephone banking is subject to the terms and conditions of such other channels.

4. General obligations when you use the Credit Card

- 4.1 The Credit Card remains our property and you must return it to us immediately on our request. You may not tamper with Credit Card or allow any other person to tamper with the Credit Card.
- 4.2 You must keep the Credit Card safe and the PIN details and/or device credentials a secret and separate from the Credit Card or device.
- 4.3 Your Credit Card and/or device(s) (where applicable) must be kept in your possession at all times.
- 4.4 You are personally responsible for the security of and access to your device(s), including the safeguarding of your device credentials. It is therefore your responsibility to secure your device(s) and its contents by way of security features made available to you.
- 4.5 You must only use the Credit Card in the period stated on the front of the Credit Card. After this period the Credit Card will be invalid.
- 4.6 When a Credit Card is used to buy goods or services from a merchant, you may be required to sign a transaction voucher and/or apply your PIN, as required by the merchant.
- 4.7 Should you be issued with a contactless chip & PIN Credit Card you may be required to merely tap your credit card within the wireless range of the pointof-sale device depending on the value of the transaction.
- 4.8 Should you make use of certain devices to effect payment from your credit card, you may be required to hold your device within the wireless range of the point-of-sale device.
- 4.9 Your Credit Card together with the PIN can be used to withdraw cash up to a maximum value (if cash is available) from selected point of sale devices at selected merchants from your Credit Card Account and/ or Credit Facility when buying goods or services.

5. Petro Card

- 5.1 You may use the Petro Card at selected merchants to buy fuel and fuelrelated products (including petrol, diesel, oil, additives and lubricants) and motor vehicle spares, parts and accessories.
- 5.2 You may also use the Petro Card to pay for motor vehicle repairs, vehicle maintenance services and toll fees.
- 5.3 You may only use the Petro Card in the Common Monetary Area.



5.4 You may have a separate Standalone Petro Card Account and/or Standalone Petro Credit Facility in your name.

6. General information

- 6.1 We will not be liable if a merchant refuses to accept the Credit Card or honour a transaction
- 6.2 It is our decision to authorise a transaction. We will not be liable if we do not authorise a transaction.

7. Unauthorised use of the Credit Card, Credit Card Account and Credit facility

- 7.1 You must take all reasonable steps to prevent any unauthorized use of the Credit Card and/or Credit facility and/or PIN details and/or device and/or device credentials and/or Credit Card Account.
- 7.2 Any unauthorized transactions made and/or authorized using the PIN functionality and/or device credentials will not be covered by us and will be for your sole responsibility.
- 7.3 In the event of your device and/or Credit Card being stolen, lost or retained by the ATM (where applicable) and/or where your Credit Card details and/or your PIN details and/or or your device credentials have been compromised you must immediately notify us by calling the relevant lost or stolen card, fraud or card cancellations contact numbers contained in the contact details section of these terms and conditions, or contact your Banker or visit your nearest Branch. You can also report fraud on the FNB Banking App or channels.
- 7.4 Provided you were not negligent in safeguarding the Credit Card or in reporting the Credit Card lost or stolen, you will not be liable for unauthorized and fraudulent transactions that occur on the Credit Card after the card was cancelled as a result of the loss or theft, except for PIN-based transactions or transactions approved by way of the FNB Banking App and/or your device(s), where applicable.
- 7.5 You will be liable for any transactions made with your device when your device is lost or stolen and you have not notified the Bank or delinked your device (where applicable).
- 7.6 Any delay in reporting the Credit Card or device lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 7.7 We may deliver a replacement, upgrade or renewal card to you once we have verified your identity, or you may collect the card from a FNB branch. If you elect for delivery, you must not activate the Credit Card until you have received the Credit Card as you will be held responsible for all transactions once the Credit Card has been activated

8. System malfunctions

8.1 We are not liable for any direct or indirect loss suffered by you arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel, service channel or shared networks.

9. Authority to debit your Credit Card Account and/or Credit facility

- 9.1 Each time you use the Credit Card or the Credit Card details to access your Credit Card Account and/or your Credit facility to transact, we will debit your Credit Card Account and/or Credit facility with the amount of the purchase, cash withdrawal or transfer(s).
- 9.2 All payments we or you have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations as published on www.visa.co.za by Visa from time to time.
- 9.3 A dispute between you and any merchant will not affect our right to debit your Credit Card Account and/or Credit facility and receive payment (if applicable).

10. Additional Credit Cards

- 10.1 Additional Credit Cards linked to your Credit Card Account and/or Credit facility may be issued to people you have chosen to receive a Credit Card. Credit Cards are issued in their names. These people are referred to as additional credit cardholder's.
- 10.2 These terms and conditions will also apply to your additional credit cardholders.

- 10.3 You must ensure that you and any additional credit cardholders do not exceed your credit limit on the Credit facility.
- 10.4 Transactions by an additional credit cardholder will be deemed to be your transactions and you will be liable for all amounts owed to us from the use of the additional card including interest, fees and charges.
- 10.5 You may only end the additional credit cardholder's right to use the Credit Card if you tell us in writing and you must ensure that the additional Credit Card is destroyed.
 - Email address: fnbcard@fnb.co.za
- 10.6 You will remain liable for any transactions or amounts on your Credit Card Account and/or Credit facility after termination of the additional Credit Card.

11. Statements, Payments and Deposits

11.1 Account Statements

- 11.1.1 We will make a monthly combined Credit Card Account and/or Credit facility statement available to you.
- 11.1.2 Your monthly account statement will show your transactions for the month, advise you of any deposits you have made, all amounts charged to your Credit Card Account and/or Credit facility since your previous monthly account statement, the total amount payable (if any), which is the full outstanding amount which you owe us, the minimum monthly amount payable and due to us (if any), and the due date by which you must pay this amount.
- 11.1.3 Should you have a dispute in respect of the monthly account statement, you must advise us in writing within thirty (30) calendar days of the statement date. Unless you let us know in writing that there is an error on the monthly account statement, the statement sent to you will be final and binding.
- 11.1.4 On the Credit facility, interest will accrue in the normal course on the transaction amount unless it is established that it was correctly disputed.
- 11.1.5 A certificate signed by any authorised employee of the Bank (whose appointment or authority it shall not be necessary to prove) shall constitute prima facie evidence of the outstanding balance owing and/or due and payable by you to the Bank and/or the rate of interest payable by you and/or any other amount owing and/or due and payable by you to the Bank in terms hereof and/or any other matter arising from or related to your Credit facility.

11.2 Payments and deposits

- 11.2.1 You can pay the full outstanding amount on the Credit facility on or before the due date shown on the monthly account statement. Alternatively, you may defer payment of the full amount outstanding over an extended period, but you must pay at least the minimum monthly amount by the due date shown on the monthly account statement.
- 11.2.2 A credit voucher will not be considered as a payment towards your outstanding amount on the Credit Card Account and/or Credit Facility.
 - A credit voucher is a transaction record evidencing a refund or price adjustment by a merchant to be credited to your Credit Card Account and/ or Credit Facility.
- 11.2.3 You must expressly instruct us on our relevant contact numbers if payments made into your straight facility are intended to be allocated to the budget facility.
- 11.2.4 Your payment or deposit may not reach us on the same day as you make it, due to possible delays and the time it takes to be processed. We consider your payment or deposit to have gone through only once the funds are reflecting as a credit on your Credit Card Account and/or Credit facility, as evidenced by our systems. Delays may occur for internal and external transfers or deposits.
- 11.2.5 You may cancel or settle your Credit facility at any time, by paying the amount you owe thereunder, with or without giving advance notice to us. You are obliged to ensure payment of (a) the unpaid balance of your Credit facility; (b) the unpaid interest charges; and (c) all other fees and charges that may
- 11.2.6 All payments we receive on the Credit facility will be credited as applicable, first to interest, then to charges and fees, and lastly to the outstanding credit limit.
- 11.2.7 Should your Credit facility be in arrears, your credit facility will be suspended and you will not be allowed to transact on your Credit facility. You may still transact on the Credit Card Account.



12. Charges and fees

- 12.1 A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.
- 12.2 A Credit Facility Fee will be charged for the administration and maintenance of your Credit facility.
- 12.3 If you are granted a Credit Facility in addition to your Credit Card Account a separate Credit Facility Service Fee will be charged over and above the Credit Card Account Monthly Fee.
- 12.4 Apart from the credit related charges to your Credit facility, your Credit Card Account will be debited for non-credit related charges for the Credit Card Account.
- 12.5 You may get a copy of our pricing guide from any FNB Branch, or by contacting our Credit Card Division, or on our website www.wesbank.co.za.
- 12.6 Fees and charges are reviewed annually or at any time at our discretion in which event you will be given twenty (20) business days notice before the change is effected.
- 12.7 Once debited to your Credit Card Account and/or Credit facility, fees and charges are non-refundable and will not be reversed.
- 12.8 Charge-backs will only be allowed if it is done in accordance with the Visa Rules and Regulations as published on from time to time.
- 12.9 You shall not be entitled to defer payment or refuse to make payment of any amounts payable by you in respect of your Credit Card Account and/or Credit facility, on the basis that you have a claim or query regarding any of the services provided for in this agreement.

13. Amendments to these terms and conditions

- 13.1 We may, at our discretion and at any time, amend the terms and conditions applicable to the Credit Card Account on reasonable notice.
- 13.2 You will be given notice of the amendments as statement messages in your monthly account statement.
- 13.3 If you are dissatisfied with the amendments, you have the right to end this agreement in which case, the provisions of clause 14 below shall apply.
- 13.4 Any amendments to the terms and conditions relating to the credit facility will not be legally binding unless it is recorded and signed by both parties or voice-logged.

14. Ending this agreement

- 14.1 You may, at any time, end this agreement by notifying us.
- 14.2 You may end the Credit facility agreement without ending the Credit Card Account agreement. However, you may not end the Credit Card Account agreement without ending the Credit facility agreement.
- 14.3 Apart from other valid reasons to end your agreement, where there is fraud or we suspect there may be fraud on your Credit Card Account and/or Credit facility and if we are compelled to do so by law we will suspend both your Credit Card Account and/or Credit facility without notice.
- 14.4 We will suspend your Credit facility without notice if you do not pay us any amount due on time or at all, if you breach any term of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration or debt counselling.
- 14.5 We may, at our discretion and for any reason, end our agreement and/or your right to use the Credit Card Account and/or your Credit facility. We reserve the right to end the Credit facility agreement if you do not pay us any amount due on time or at all, if you breach any terms of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration or debt counselling.
- 14.6 When your Credit facility and/or your right to use the Credit facility ends, the full amount you owe us will immediately become due and payable. You must then pay us the full amount owing on your Credit facility.
- 14.7 Should you wish to end your Credit Card Account you must destroy the credit card.
- 14.8 If you have a credit balance in your Credit Card Account, the credit balance will be paid by us into an account nominated by you.

- 14.9 You will remain liable for any transactions or amounts on your Credit Card Account and/or Credit facility after termination of this agreement.
- 14.10 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.

15. Where and how we may contact each other

- 15.1 You agree that we may send you any communication by hand, ordinary mail, registered mail (including registered email or registered SMS), e-mail, printable webpage or any other electronic communication method.
- 15.2 Any section 129(1)(a) default notice or section 86(10) termination of debt review notice will be delivered to you by any registered mail service (including registered email or registered SMS) or by hand, which will be served at your last known physical address or your physical address and/or electronic communication method as recorded in the quotation or on our systems..
- 15.3 Except for clause 15.2 documents, forms, notices or processes that the we must by law serve on you will be served at your last known physical address or your physical address as recorded in the quotation or on our systems. (This is your domicilium citandi et executandi address, your chosen address to receive legal documents.)
- 15.4 Any legal notice, form, document or process you want to send to the us, must be delivered to the following address: 3rd Floor; 1 First Place; Bank City; Corner Simmonds and Pritchard Streets; Johannesburg; 2001.
- 15.5 Either you or we may change the above addresses to another address by giving each other written notice (by hand; prepaid registered mail or e-mail at the following e-mail address
 - a) of the new address. Notice must be given of the change at least ten (10) business days before the change will apply.
- 15.6 A document; form; notice or process will be treated as having been received by the party to whom it was sent:
 - If delivered by hand during business hours (between 8h00 and 17h00) on the date it was delivered.
 - If posted by registered mail at 10h00 on the fourth day after the post office issued the registration receipt.
 - If posted by ordinary mail at 10h00 on the fourth day after the document is posted.
 - If sent by e-mail on the date on which the notice was e –mailed.
 - If sent by SMS or MMS on the date on which the document was sent.

16. Other important terms

- 16.1 The headings in this agreement will not affect the interpretation of it.
- 16.2 We are obliged by law to regularly update your personal particulars. We may contact you from time to time in this regard and you will be obliged to provide us with the information requested.
- 16.3 Should there be abuse detected on your Credit Card Account and/or Credit facility, we reserve the right to impound your Credit Card, which costs you will be liable for.
- 16.4 Any amendments to the terms and conditions relating to the credit facility will not be legally binding unless it is recorded and signed by both parties or voice-logged.

17. Submitting a Credit Card Account or Credit facility related complaint

- 17.1 If you wish to lodge a complaint, you have to submit the complaint in writing on the following:
 - email to care@fnb.co.za
 - via www.fnb.co.za
 - FRB: 087 575 9408
 - FNB App "Have your say" under the information icon
- 17.2 If you do not get a response within five (5) working days from submitting a complaint, you need to contact the FNB Complaints Department on 087 575 9408 to check whether your complaint has been received.



- 17.3 FNB Credit Card Complaints will investigate any complaints received. The complaints resolution process is available from your branch, call centre or www.wesbank.co.za
- 17.4 If your complaint is unresolved within six (6) weeks or not resolved to your satisfaction, FNB Credit Card will provide you with an explanation and reasoning for the decision taken, in writing. FAIS prescribes that you may then submit your complaint to the FAIS Ombudsman or Ombudsman for Banking Services in writing within six (6) months, with the supporting documentation and the reference number supplied.

18. How we treat you personal information

For the purposes of this clause only, the FirstRand Group means, and references to "we", "us" or "our" are references to: the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.

Your personal information (which, for the purposes of this clause, includes special personal information) will be held by entities within the FirstRand Group.

To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this clause. The Privacy Notice can be found on our platform, website or contact us to request a copy.

By utilising any products or services (Solutions) offered by us, you acknowledge that in order to:

- Conclude and fulfil contractual terms or obligations to you;
- Comply with obligations imposed by law; or
- To protect or pursue your, our, or a third party's legitimate interests, including
- offering Solutions that best meet your needs;
- your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.

Where it is necessary to obtain consent for processing outside of this clause, we will explicitly seek your consent separately.

We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.

For the purposes of this agreement the responsible party is the party with whom you are contracting a Solution (utilising a product or service), as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.

Take Note: FSB endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this FNB can do any of the following things if it considers it is necessary to do so,

or if South African and international laws, rules regulations restrictions and policies ('the laws") require it to do so:

- FSB may verify (check and confirm) the identity of any customer and entity as well as that of any persons related to or acting on behalf of or involved with such customers or entities. This includes, but is not limited to, mandated persons, directors, signatories, shareholders and related entities. FNB will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- FSB can refuse to do business with any person or entity that it considers undesirable.
- FSB will not willingly and knowingly do business with any person that appears on any sanction list as prescribed by legislation or used by it in the management of its risk or that is linked to any person that appears on such sanction list, or linked to any restricted countries or the government agencies of such restricted countries as determined from time to time.

- FSB can end its relationship with a customer.
- FSB can monitor any transactions and instructions.
- FSB can request further information before acting on any instruction or transaction. FNB can verify any transaction or instruction or recipient before processing it. This may result in a delay in FNB carrying out the instruction.
- FSB can refuse to carry out any instruction or transaction.
- FSB can place a hold on any account or facility

You agree to assist FNB to comply with the laws by providing FNB with all the information and documents it requires. If you fail to do so or provide false information FNB can refuse to enter into a relationship with you, refuse to carry out an instruction or process an instruction and can also end its relationship with you.

Take Note: FNB will not be legally responsible to you, or any person, or customer for any loss or damage, you or they suffer if it does any of the things mentioned above, or anything else necessary to comply with the laws.

Section B:

Terms and Conditions applicable to the Credit Card Account

19. Credit interest on your account

- 19.1 You will earn interest on any credit balance on your Credit Card Account.
- 19.2 Credit interest will be calculated daily over the full statement period and will be credited to your Credit Card Account monthly.
- 19.3 Credit interest rates may be tiered in which case the tiered rates will be shown on your monthly account statement.

Section C

Terms and Conditions applicable to the Credit facility

20. General obligations when you use the Credit facility (Only applicable to customers who have been granted a Credit facility)

20.1 By using the Credit facility, you consent to the Bank accessing any information recorded with any credit bureaux. Any information relating to the non-compliance with the terms and conditions of your Credit facility, the application, opening and termination of your Credit facility will be disclosed to and used by another division of the Bank and credit bureaux. All credit bureaux provide a credit profile on persons as well as possibly a credit score on the credit worthiness of persons.

21. Your credit limit

- 21.1 We may decline a transaction if you have exceeded your credit limit on your Credit facility.
- 21.2 If a transaction results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit and you must immediately bring your Credit facility in line with the credit limit we contracted at.
- 21.3 You must ensure that you and any additional cardholders do not exceed your credit limit.
- 21.4 We may, at our discretion and at any time, reduce the credit limit on your Credit facility. You will be notified of the reduction in writing. The reduction will take place upon the delivery of the written notice to you.
- 21.5 If you exceed your credit limit you will be in breach of this agreement.

22. Interest

22.1 Interest-free period (These principles would apply where the Credit facility is utilised.)

- 22.1.1 If your Credit facility has no interest-free period, you will be charged interest on transactions from the date of transaction.
- 22.1.2 If you pay the full outstanding amount you owe us reflected on your monthly account statement on or before the due date, no interest will be charged on your Credit facility, except for those transactions in clause 23.2 where interest would have been charged from the date of transaction.



- 22.1.3 If you do not pay the full outstanding amount by the due date shown on your statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction or fee on your Credit facility, until you have settled the full outstanding amount you owe us.
- 22.1.4 Interest is calculated on all fees and charged from date of debit. If you do not pay your fees and charges within the interest-free period, it will attract interest immediately.

22.2 Transactions that will always attract interest immediately

- 22.2.1 Interest will be charged immediately from the transaction date for the following transactions, where the Credit facility is utilised:
 - Cash withdrawals;
 - Travellers cheque purchases with the Credit Card and certain forex transaction:
 - Electronic funds transfers which result in a debit balance on your Credit Facility;
 - All budget facility transactions and balance transfers;
 - Fuel or fuel-related transactions on the Petro Card
 - Cash purchases/transactions.

22.3 Debit interest calculation

22.3.1 Debit interest will be calculated daily, capitalised and charged to your Credit facility monthly at the rate as set out in your quotation

23. Budget facility

- 23.1 On your request and at our discretion, we may make the budget facility available to you.
- 23.2 This budget facility entitles you to pay for transactions over an extended period as stipulated by you according to our guidelines.
- 23.3 Fluctuations in interest rates may cause the period of payment to be extended or reduced.
- 23.4 Your first budget instalment on a purchase made using your budget facility will only be deducted from your straight facility on the second billing date after the date of your purchase. You can make additional payments into your budget facility at any stage during the budget period.
- 23.5 If you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and other charges will be shown on your monthly account statement.
- 23.6 If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.
- 23.7 Your monthly budget instalment is debited from your straight facility and not your budget facility.
- 23.8 You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.

24. Auto Payment

- 24.1 Your Auto Payment authorisation can be obtained electronically, telephonically or in writing signed by you.
- 24.2 In terms of the Auto Payment, we will deduct monthly, by way of a payment instruction to your Bank, on the payment due date, from the account provided by you, the agreed amount, in respect of the amounts due on your Credit facility.
- 24.3 Should a required payment be received (direct deposit or electronic transfer) before the Auto Payment is scheduled to run, the Auto Payment will not be processed for that month.
- 24.4 If the bank account from which your Auto Payment is processed is closed by you at any time and your Auto Payment is returned unpaid, then we will be entitled to cancel your Credit facility unless alternate Auto Payment arrangements have been made for the payment of your Credit facility.

25. Debt counselling provisions

25.1 You must continue to make payments until the debt review is finalised.

- 25.2 Should you apply for debt counselling or enter into a debt re-arrangement agreement or a debt re-arrangement court order is granted you may not incur any further liability on your Credit facility. This means that:
 - You may not transact on your Credit facility;
 - You must cancel all debit orders (including insurance debit orders) being processed through your Credit facility immediately. No debit orders will be processed on your Credit facility and will be charged back;
 - Transacting on your Credit facility will result in us pursuing legal action against you.
- 25.3 Except for eBucks rewards and Automatic Debt Protection, should you apply for debt counselling or enter into a debt re-arrangement agreement or a debt re-arrangement court order is granted all value added benefits and rewards provided to you by FNB Credit Card, will be suspended and no claims against these will be honored. eBucks and Automatic Debt Protection Terms and Conditions apply.

26. Alternate dispute resolution

You have the right to:

- Refer any matter or dispute including those relating to allegations of reckless lending about the Credit Provider to an ombudsman with jurisdiction;
- File a complaint about any alleged contravention of the NCA or alleged reckless lending with the National Credit Regulator;
- Make an application to the National Consumer Tribunal if allowed by the NCA.

The contact details to file complaints are:

- The Credit Provider 0860 100 761 E-mail: care@fnb.co.za Webpage: www.fnb.co.za
- The Ombudsman for Banking Services:
 Telephone Number: 0860 800 900 Webpage: www.obsassa.co.za
- The National Credit Regulator: Telephone Number: 0860 627 627 Webpage: www.ncr.org.za
- The National Consumer Tribunal: Telephone Number: 012 683 8140 / 012 742 9900 Webpage: www.nct.org.za

Section D: Reward Programme

27. eBucks Rewards

27.1 Kindly visit www.ebucks.com for Terms and Conditions pertaining to ebucks Rewards.

Section E: Value Added Benefits and Services

28. Automatic Global Travel Insurance

The Schedule of benefits, policy wording and benefits summary for Global Travel Insurance will form part of these Terms and Conditions. To view the schedule of benefits, policy wording and benefits summary for Global Travel Insurance, please visit www.fnb.co.za.

29. AA Emergency Roadside Assistance

Automatically included on qualifying linked and Standalone FNB Petro Card.

29.1 Benefits summary

- 29.1.1 The AA Emergency Roadside Assistance benefits ("the benefits") are available to valid and qualifying Petro Cardholders.
- 29.1.2 If the credit card account is in arrears, we will suspend the benefits until the credit card account holder restores its account to an acceptable status.
- 29.1.3 The benefits apply to motor cars, four-by-four vehicles and light commercial vehicles with a carrying capacity of not more than 2.5 tons with GVM not exceeding 3.5 tons.
- $29.1.4 \quad \hbox{The benefits are available in the Republic of South Africa only}.$



- 29.1.5 The benefits are not transferable.
- 29.1.6 The benefits are available if the vehicle breakdown is caused by mechanical or electrical failure only. If the vehicle is involved in an accident, the cardholder may contact our dedicated AA call centre number but all services rendered by the AA will be for the account of the cardholder.
- 29.1.7 Wesbank will only cover the roadside benefit provided the breakdown or incident is on public accessible roads. Off road tracks and trials are not covered in this service.
- 29.1.8 Benefits are to be used at time of breakdown. Benefits can not be saved for another day or sometime in the future.

29.2 How the benefits work

- 29.2.1 The benefits must be arranged through our dedicated AA call centre telephone number on 0860 70 60 50.
- 29.2.2 In order for the services to be rendered the cardholder is to present the AA with their name, surname, South African ID number and valid FNB Petro Card number in order to be validated.
- 29.2.3 Out of fuel Provision of fuel to a maximum of ten (10) litres (cost of fuel is for cardholder's account). Depending on the nature of the assistance the AA may dispatch patrol services which may comprise of flat tyre change, battery sales (cost for battery is for cardholder's account), jump start, key lockout services and/or minor roadside repairs. These services are limited to forty (40) kilometres round trip. There after the additional kilometres are for the cardholder to pay.
- 29.2.4 When the breakdown happens more than one hundred (100) kilometres away from the cardholder's home or the trading address, the AA will pay for one of the following costs up to an agreed maximum amount, the details of which are available on the FNB Website:
 - Vehicle hire services for a group B car or equivalent, for a period of 24 hours. Only a day's rental will be covered; or
 - Alternate accommodation for the night matching the date on which the incident took place.
- 29.2.5 The cardholder has access to only one benefit per incident and cannot use all the benefits at the same time.
- 29.2.6 The rental agreement for the vehicle is between the cardholder and the rental company. All terms and conditions are those of the rental company. All costs over and above the 24hr rental rate is for the cardholder's account. Any additional costs quoted by the locksmith will be for the cardholder's account subject to locksmith specialist rates.
- 29.2.7 Accommodation or repatriation benefits are available only when the breakdown happens more than one hundred (100) kilometres from the cardholder's home or the place of work.
- 29.2.8 The cardholder is to make their own accommodation arrangements for the night and then claim back post the event. The AA will require an official invoice from the establishment. The cardholder must pay for any extra costs incurred, such as laundry, mini-bar, videos and meals directly to the hotel before leaving. This benefit cannot be used in conjunction with the car hire or repatriation benefit.
- 29.2.9 The AA will pay for locksmith services up to an agreed maximum amount, the details of which are available on the FNB Website, if your keys are locked in your car. The AA will not pay for locksmith services to repair and replace locks, ignition switches or for cutting keys. If the incident is outside metropolitan areas, the cardholder will be billed for the additional costs over and above the agreed maximum amount. The costs will be subject to locksmith specialist rates.
- 29.2.10 If the incident is outside metropolitan areas, the cardholder will be billed for the additional costs over R 300 including VAT. The costs will be subject to locksmith specialist rates.
- 29.2.11 The AA will not pay for storage fees, replacements parts or their transport, vehicle repairs, charges for help arranged directly by the cardholder and charges for help arranged directly by you or charges for help given to you by a private person.
- 29.2.12 The "Stand by You" service is a service where a security guard is posted to you when your car break down. Kindly note:
 - The sole purpose of the service is to minimise the risk of injury to and/or attack of the cardholder and other occupants of such cardholder's vehicle.

- The Service is subject to availability and certain areas are excluded from the Service. Therefore, should the Service be requested in an area not covered by the Service, the AA will at the request of the cardholder, contact the South African Police Service (SAPS) to dispatch an officer to stand guard with the cardholder while they wait for the AA patrolman to arrive. Note that the AA cannot guarantee the turnaround time or arrival of the SAPS officer.
- The Service can only be requested if the breakdown of the vehicle occurred at the roadside and not at any other location.
- In order to obtain the Service, the cardholder must request the Service from the AA Emergency Call Centre at the same time of requesting roadside assistance if they are feeling unsafe. The AA will not automatically dispatch the Service to the cardholder.
- Cardholders can only activate the Service by contacting the dedicated FNB AA Emergency Call Centre. The cardholder must provide sufficient information to enable the AA to locate where he/ she is stranded.
- The Service can only be used in conjunction with roadside assistance rendered by the AA. A cardholder will not be entitled to use the Service in isolation.
- Possible delays to respond to a cardholders' call-out, which are beyond the AA and ADT Security's control, may be experienced in certain areas due to traffic patterns, weather conditions, peakservice demands experienced by ADT Security, limited available ADT Security fleet capacity and other relevant factors.
- On arrival at the incident scene, the ADT Security response officer will wait with the cardholder as long as the ADT Security response officer deems necessary and provided that no immediately threatening, emergency alarm situation arises in the vicinity of the attending ADT Security response officer which may require the withdrawal of the ADT Security response officer from the incident scene prior to the arrival of the AA. The AA will endeavor to arrive at the incident scene prior to the departure of the ADT Security response officer from the incident scene.
- Under no circumstances will ADT Security or the AA assist the cardholder in providing an escort service, transportation or home security service. Furthermore, the attending ADT Security response officer will not be permitted to provide the cardholder any form of roadside assistance.
- ADT Security as an independent contractor will render the Service provided in terms of This Agreement to the cardholder on behalf of the AA.
- 29.2.13 It is recorded and agreed that the services of ADT Security and the AA cannot guarantee safety or prevention of loss, liability, injury and damage of whatsoever.

29.3 Other important information

- 29.3.1 The AA accepts no liability for loss or damage to the vehicle or any of its parts or accessories while it is unattended, or while it is in the care or under the control of any contractor or garage or its employees or any other person. FNB similarly do not accept this liability.
- 29.3.2 The AA will help in any way possible to resolve disputes with AA appointed contractors where loss or damage occurred while the vehicle was in the care or control of these contractors.
- 29.3.3 Where the vehicle is towed, the AA accepts no responsibility for the safekeeping or transport of the cardholder's personal belongings, which will have to be removed from the vehicle before towing.
- 29.3.4 FNB and the AA reserve the right to refuse any service or benefit where the AA service is being abused, used fraudulently or is no longer valid.

30. Debt Protection Products (Credit Life Insurance)

30.1 Automatic Debt Protection

- 30.1.1 You will receive Automatic Debt Protection cover, an embedded value add service and a credit life insurance plan which provides cover against the outstanding balance or the maximum specified amount, whichever is the lesser amount, on your credit card facility at the time of your death or permanent disability, subject to the following conditions:
- 31.1.1.1 We (the Insurer) must receive satisfactory proof of your death or permanent disability within twelve (12) months of the event;



- 31.1.1.2 We will not waive any amount owing to us that is greater than tweo thousand Rand (R2 000) for Classic and five thousand Rand (R 5 000) for Gold
- 30.1.2 The Automatic Debt Protection Plan starts on approval of your credit card facility and ends:
 - When the Insurer pays a claim in the event of your death or permanent disability:
 - If you are under special arrangement and default twice, whether consecutively or at any time during a sixty (60) month period, the Plan will automatically terminate, and you will lose your cover and have no claim under this Plan.
- 30.1.3 We will not waive any amount:
 - Wilful self-inflicted injury or suicide for a period of twelve (12) months from the Start Date of this Plan;
 - Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, insurrection, rebellion revolution, civil commotion or uprisings, military power;
 - Any pre-existing condition/s that you were aware of and that affected you in the twelve (12) months prior to the Start Date of this Plan will be excluded for a period of twelve (12) months after the Start Date of this Plan:
 - Disability that arose within three (3) months of the Start Date of this Plan:
 - The covered event arose from participation in criminal activities;
 - If your account is not in good standing because it has an unacceptable arrears status as at the date of your death or the event causing permanent disability, i.e. if you have not paid two or more monthly premiums owing on your credit card that became due and payable;
 - If this agreement and/or your right to use the credit card and/or your credit card facility ends;
 - If at the date of your death or the event causing permanent disability, you are seventy (70) years old or older.
 - If the terms and conditions of this Plan are not met; and
 - If any information provided on the submission of a claim is materially incorrect, fraudulent, misrepresented or omitted. The insurer also reserves its rights to recover any amount paid on a claim, which later transpires to have been a fraudulent claim.
- 30.1.4 It is your duty to inform us immediately if you have been accepted to undergo debt review.
- 30.1.5 For further information on Automatic Debt Protection, and Top-Up Debt Protection Plan (premium related) products, please visit our website on www. fnb.co.za

Claims Procedures

Notification and submission: The claimant (you, a family member, or appointed executor) must notify the insurer of a claim as soon as possible after the event, but no later than twelve (12) months after the claim event occurring. If the claimant doesn't do this, the insurer shall not be liable to pay any benefits under the Plan for such claim. Notification can be done telephonically or by e-mail at Tel: 087 736 7775; E-mail: fnblifeclaims@fnb.co.za

Documentation: You can request claim forms, documentation or information from the insurer by using the contact details provided above. The claimant must provide the insurer with all documents, reports and information necessary to assess the claim. The insurer reserves the right to request any additional information, in order to verify or process the claim, which must be provided at the claimant's cost.

Conditions: If you submitted any permanent Disability claim under this Plan, you have the obligation to undergo reasonable medical treatment by appropriate medical practitioners (a qualified medical specialist supervising his care for that specific condition, illness or injury). This is needed to reasonably prevent a claim event from happening. If a claim needs to be made, the insurer may also need you to see a medical practitioner of its choice to give it extra evidence and information. The insurer will pay the costs of such a medical practitioner. The insurer will only pay the claim when all evidence and information has been accepted by it.

If the insurer rejects your claim, you have ninety (90) calendar days to lodge your objection in writing. The insurer will reassess your claim based on any representations made in support of your request for a review and advise you of our final decision in writing. The insurer shall be relieved of liability and a claim shall be deemed to have prescribed should summons not have been served on it within a period of six (6) months of your receipt of the insurer's final decision. This six (6) months period is in addition to the ninety (90) calendar days referred to above.

Borrowing or security: This Plan does not have any surrender or paid-up value. This means that if the Plan is canceled, you will not receive any pay out. You also cannot borrow money against this Plan or use it as security for a loan other than the credit agreement.

Complaints procedures

Plan or claim Complaints: If you have any complaint about this Plan or a claim, please contact the Complaints Call Centre on Tel: 087 575 9408; E-mail: care@fnb.co.za. You can contact the compliance officer on Tel: 087 736 7775; E-mail: lifecompliance@fnb.co.za

Unresolved Complaints: If we still dispute or reject your claim and you are not satisfied with the reasons provided for such rejection or if you have any unresolved dispute about this Plan, you may refer the matter to the Ombudsman for Long-term Insurance: Third Floor, Sunclare Building, 21 Dreyer Street, Claremont, Cape Town; Private Bag X45, Claremont, 7735; Tel: (021) 657 5000; Fax: (021) 674 0951; Email: info@ombud.co.za; Website: www.ombud.co.za

Financial Services Provider Complaints: If you have any complaint about the financial services provider, FNB, you can contact the Complaints Call Centre at Tel: 0860 11 22 44; Fax: 011 632 2317; Email: care@fnb.co.za You can contact the compliance officer on Tel: 011 371 7953; Fax: 011 371 2192.

Unresolved Complaints: If after you have contacted FNB and you have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman; Sussex Office Park Ground Floor, Block B, 473 Lynnwood Road, cnr Lynnwood Road and Sussex Avenue, Pretoria; Tel: 012 762 5000; Fax 086 764 1422; Email: info@faisombud.co.za; Website: www.faisombud.co.za

30.2 Contractual relationships and accreditation

Product supplier and Insurer: FirstRand Life Assurance Limited ("FirstRand Life") is a registered life insurer, Licence No. 00102/001; Registration No. 2014/264879/06; 3rd Floor, 5 First Place, 9 Kerk Street, Bankcity, Johannesburg, 2001; PO Box 1153, Johannesburg, 2000; Tel. 087 736 7775; fnblife@fnb.co.za

FAIS class and type of product: Category 1, Sub category 1.22 (Long-term Insurance – Category B1– A). FNB is a registered financial services provider for this class and type of product.

Financial Services Provider and Intermediary: First National Bank ("FNB"), a division of FirstRand Bank Limited, an authorised Financial Services and Registered Credit Provider, NCA Reg. No NCRCP 20; 3rd floor, 1 First Place, Simmonds Street, Bankcity, 2001; P0 Box 1153, Johannesburg, 2000; www.fnb.co.za; Tel: 0860 11 22 44 / +27 11 369 1088 (international); E-mail: fnblife@fnb.co.za

The Plan is provided under a contractual agreement between FirstRand Life and FNB (FNB and FSR Life are associates in terms of the FAIS Act.), accrediting FNB to distribute the Plan, and attend to certain administrative functions. FNB has a written mandate to act for FirstRand Life. FNB acts as administrator of the Plan under a contract with FirstRand Life and collects a fee for services rendered for this Plan.

FirstRand and FNB hold professional indemnity insurance cover. FNB takes responsibility for the actions of its authorised representatives insofar as they are providing financial services. Some representatives may be rendering services under supervision and will inform you accordingly.

30.3 General

Employees of FNB Credit Card are trained and accredited to explain the contents of these products to interested clients. FNB Credit Card holds professional indemnity insurance.

30.3.1 This Insurance Risk Benefit is not intended to satisfy all your life insurance needs.



Definitions used in this Agreement

"AA" means the Automobile Association of South Africa.

"access channel" means any form of access technology including the Internet or mobile phone technologies or Interactive Voice Response (IVR) system.

"additional cardholder" means any person authorised by you to be issued an additional credit card under your responsibility.

"additional account" means any credit card or Petro Card account opened by us in the additional cardholder's name for which the Primary Cardholder is responsible.

"ATM" means an Automated Teller Machine.

"Attorney and own client scale" means fees which a client agrees to pay his attorney for services rendered in respect of a legal matter.

 $\mbox{\bf "cardholder},\mbox{\bf you},\mbox{\bf your},\mbox{\bf I"}$ means the cardholder to whom we have issued the credit card.

"channels" FNB Banking App, Cellphone banking, online banking, branch banking, ATM banking,

"chip" means the integrated circuit that is embedded in a plastic card and which is designed to perform processing and/or memory functions.

"chip & PIN" means a plastic card, commonly called a chip card, with an embedded chip that communicates information to a point of sale terminal and/or other electronic devices.

"consumer" means the party to whom credit is granted under a credit facility.

"Credit Card Account" means a financial Services Product as defined in the Financial Advisory and Intermediary Services Act capable of taking deposits and allowing you to transact and includes the credit card account or Petro Card account (as applicable) opened by us in your name or in the additional cardholder's or additional accountholder's name.

"Credit facility" means an agreement in terms of which we the credit provider pays an amount to you or on your behalf or at your direction. Your obligation to repay the money to the credit provider is deferred and you are billed periodically.

"Credit Card Account Monthly Fee" is the cost charged monthly for the administration and maintenance of your credit card account.

"Credit Facility Service fee" is the cost charged monthly for the routine administration and maintenance of your credit facility.

"credit provider" means the person who grants credit under a credit agreement.

"common monetary area" means South Africa, Namibia, Lesotho, Botswana and Swaziland.

"credit provider, the bank, we, us, our" means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.

"device(s)" includes but is not limited to, a piece of mechanical or electronic equipment, associated firmware, applications, software, websites, APIs, wearables, mobile devices, products, and services.

"device credentials" includes but is not limited to password, passcodes, login details used as a method of accessing or authorizing a transaction through a device.

"dormant account" is any account that is considered inactive or unclaimed ,where there is no customer-initiated activity or contact for 12 consecutive months.

"Event" means a business function or meeting for ten Attendees or more.

"escheatable" is the process of identifying customer's accounts that are dormant with a credit balance.

"exchange control regulations" means exchange controls that are administered by the South African Reserve Bank Exchange Control department and through commercial banks authorised to deal in foreign exchange. All international commercial transactions must be accounted for through these authorised financial exchange dealers.

"FNB" means First National Bank, a division of FirstRand Bank Limited.

"good standing" means all your FNB and FirstRand Bank accounts and credit agreements must be in good standing. This means that none or your FNB and FirstRand Bank accounts and credit agreements should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with FNB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and FNB or FirstRand Bank, including but not limited to: collections, liquidation and sequestration proceedings. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.

"GVM" means Gross Vehicle Weight.

"inactive account" is any account on which no customer-initiated activity has occurred for a period pre-determined by the bank in accordance with the rules relating to the specific type of account and which contain monies that have not been claimed or a zero balance. If the account is not in use for the predetermined period, or if the account balance is less than the amount as advised by FNB from time to time, FNB may close the account.

"National Credit Act" means the National Credit Act 34 of 2005.

"permanently disabled" means disabled to the extent that you cannot reasonably be expected to perform your current occupation or a similar occupation following reasonable rehabilitation or training.

"PIN" means the personal identification number linked to the card and/ or a One Time PIN ("OTP").

"Petro Card" means a Petro Card that we issue to you which is linked to a Petro Card account in your name.

"Visa" means Visa International Services Association.

"Wesbank Credit Card" means the relevant magnetic-stripe and/or chip & PIN Visa Credit Card, Visa Electron Credit Card or Petro Card that we issue to you used as an access mechanism to access your credit card account and/or your credit facility.



Contact Details and Complaints Process

FRB'S REGISTERED ADDRESS

Physical Address

Group Company Secretary's Office 1st Floor, 4 Merchant Place Corner of Fredman Drive and Rivonia Road Sandton 2196

WESBANK'S REGISTERED ADDRESS

Physical Address FNB Place 30 Diagonal Street Johannesburg 2001

Postal Address

PO Box 1420 Johannesburg 2000

Tel: 087 575 9429 Fax: 011 699 0981

E-mail address: wesbankcard@wesbankcard.co.za

WESBANK CREDIT CARD COMPLIANCE OFFICER

Physical Address

The Compliance Officer FNB FAIS LCO 3071 3rd Floor First Place 1 BankCity Corner of Simmonds and Pritchard Street Johannesburg 2001

Postal Address

First National Bank PO Box 1153 Johannesburg, 2000

Tel: 011 371 3958 Fax: 011 371 9613

WESBANK CREDIT CARD COMPLAINTS DEPARTMENT

Tel: 087 575 9408 Fax: 011 632 2317

E-mail address: care@fnb.co.za Web address: www.fnb.co.za

FNB App: "Have your say" under the information icon

LEGAL NOTICES MAY BE SERVED AT

Physical Address

Compliance Support at Interbank Risk & Compliance 1 First Place BankCity Cnr Pritchard and Simmonds Streets Johannesburg,

OMBUDSMAN FOR BANKING SERVICES

Physical Address

28 Harrison Street Johannesburg South Africa, 2000

Postal Address

PO Box 5728 Johannesburg, 2000

Tel: 011 838 0035 / 0860 800 900|

Fax: 011 838 0043 E-mail: info@obssa.co.za Website address: www.obssa.co.za

FAIS OMBUDSMAN (Advice-related Complaints)

Physical Address

Sussex Office Park Ground Floor, Block B 473 Lynnwood Road Cnr Lynnwood Road and Sussex Avenue Lvnnwood. 0081

Postal address

PO Box 74571 Lynnwood Ridge, 0040

Tel: 012 470 9080 / 0860FAISOM (0860324766)

Fax: 012 470 9097

E-mail address: info@faisombud.co.za Website address: www.faisombud.co.za

LONG-TERM INSURANCE OMBUDSMAN (COMPLAINTS)

Physical Address

3rd Floor Sunclare Building 29 Drever Street Claremont Cape Town 7700

Postal address

Private Bag X7735 Claremont Cape Town 7735

Tel: 021 657 5000 Fax: 021 674 0951

E-mail address: info@ombud.co.za

FINANCIAL SECTOR CONDUCT AUTHORITY (FSCA)

Postal address

41 Matroosberg Road Ashlea Gardens Pretoria 0002

Tel: 0800 20 37 22 Fax: +27 12 346 6941 E-mail address:



THE NATIONAL CREDIT REGULATOR (Regulates Creditors / Debt Counsellors / credit bureau) / THE NATIONAL CONSUMER TRIBUNAL (Complaints)

Tel: 0860 627 627

Website address: www.ncr.org.za

CREDIT BUREAU

TransUnion

Tel: 0861 482 482

Consumer Profile Bureau (Pty) Ltd

Tel: 010 590 9505

 ${\bf Experian\,Information Solutions\,Inc.}$

Tel: 0861 10 56 65

Xpert Decision Systems (XDS) Tel: 0860 937 000

Compuscan

Tel:: 0861 51 41 31 VeriCred Credit Bureau

Tel:081 680 1080

ITC Credit Bureau (Pty) Ltd

Tel: 011 019 0280

WESBANK CLIENT SERVICES

Tel: 087 575 9429 Fax: 011 699 0981

WESBANK CREDIT CARD LOST OR STOLEN CARDS

Tel: 0800 110 132 / 087 575 9406

REPORT FRAUD

Tel: 087 575 9444

CARD CANCELLATIONS

Tel: 0800 110 132 / 087 757 9406