

## 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 July 2017**

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

**Section A:** Terms and conditions applicable to both the Credit Card Account and Credit facility

**Section B:** Terms and conditions applicable to the Credit Card Account

**Section C:** Terms and conditions applicable to the Credit Facility

**Section D:** Reward Programmes

**Section E:** Value Added Benefits and Services

#### 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.
- 1.5 The Credit Card Account is independent of the Credit Facility and may be granted in the absence of the Credit Facility.

#### 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.
- 2.2 Should you have entered into this agreement electronically, telephonically or in writing such mechanisms utilised to enter into this agreement shall be valid, binding and undisputed.
- 2.3 These terms and conditions are applicable to all customers save where the headings indicate otherwise

#### 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 You must not use the Credit Card Account and/or the Credit Facility for any illegal transactions. It is your responsibility to determine if a transaction is lawful before you use the Credit Card Account and/or Credit Facility.
- 3.3 Your Credit Card Account and/or Credit Facility must not be used to participate in online gambling activities and for the purchase of online foreign lottery tickets.
- 3.4 If you use the Credit Card Account and/or Credit Facility outside the Common Monetary Area, you must comply with applicable Exchange Control Regulations. (For further information on Exchange Control Regulations you may phone WesBank Credit Card Customer Care on 087 575 9429).

- 3.5 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 Cardholder's 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. Payments are limited to R50,000.00 per transaction. This dispensation does not absolve you from *ad valorem* excise and custom duties or from complying with the requirements imposed by Customs.

- 3.6 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.

- 3.7 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.

- 3.8 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.

- 3.9 Should a merchant manually override the processing of a transaction, you will be liable for that transaction.

- 3.10 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.

- 4.2 The Credit Card is a Visa-branded card, issued by us under license from Visa. As soon as you receive the Credit Card, you must sign the back of it in ink.

- 4.3 You can change your Credit Card PIN at your own discretion at any FNB ATM, FNB branch, on Online banking and on the FNB Banking App.

- 4.4 When a Credit Card has been re-issued to you, the PIN you used for your previous Credit Card will still be valid.

- 4.5 You must keep the Credit Card safe and the PIN secret and separate from the Credit Card.

- 4.6 The Credit Card, Credit Card details and PIN will enable you to perform transactions at merchants, operate the Credit Card at ATM's and perform transactions via our access channels.

- 4.7 You must only use the Credit Card in the period stated on the front of the Credit Card, unless it is cancelled before the expiry date in terms of clause 14 below. After this period the Credit Card will be invalid.
- 4.8 When a Credit Card is used to buy goods or services from a merchant, you must sign a transaction voucher and/or apply your PIN, as required by the merchant.
- 4.9 You must sign a cash withdrawal voucher when using the Credit Card to draw cash other than from an ATM.
- 4.10 If the transaction takes place by mail order, telephone order or other access channels you will be asked for certain Credit Card related information before you may use these channels to transact.
- 4.11 You may transact at merchants who accept Visa or Visa Electron branded Credit Cards (as applicable depending on your Credit Card type) and we will subsequently debit your Credit Card Account and/or Credit Facility. You are liable to repay us for all monies debited to your Credit Facility.
- 4.12 You may, at the discretion of the merchants, use the Credit Card for fuel and fuel-related purchases.
- 4.13 The Visa Electron Credit Card is for electronic use only which means that it can be used at an electronic point of sale device or at an ATM.

## 5. Petro Card

- 5.1 You may use the Petro Card at selected merchants to buy fuel and fuel-related 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 link the Petro Card to your Credit Card Account and/or Credit Facility or 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 unauthorised use of the Credit Card and/or Credit Facility and/or PIN details and/or Credit Card Account.
- 7.2 In the event of your Credit Card being stolen, lost or retained by the ATM and where your Credit Card details or your PIN have been compromised, you must notify WesBank Credit Card immediately by calling 0800 110 132 / 087 575 9429.
- 7.3 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 unauthorised and fraudulent transactions that occur on the Credit Card as a result of the loss or theft, except for PIN-based transactions.
- 7.4 Lost Card Protection ("LCP") is provided to you at no additional cost. LCP will protect you against unauthorised and fraudulent use of the Credit Card. This excludes PIN-based transactions, if the Credit Card is lost or stolen.
- 7.5 If you are negligent in reporting the Credit Card lost or stolen or in safeguarding the Credit Card or Credit Card details, you will not be covered for LCP and will be responsible for all unauthorised and fraudulent use of the Credit Card.
- 7.6 Any delay in reporting the Credit Card lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 7.7 Any unauthorised transaction made by using the Credit Card and PIN solely with the PIN functionality or non-swiping Credit Card transactions, will not be covered by us and will be your sole responsibility.
- 7.8 **You indemnify FRB and accept full liability for all specific and related losses as a result of any fraudulent activity in the event that you refuse or decline a request by FRB to have a Credit Card cancelled and re-issued for whatever reason at FRB's sole discretion.**

## 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 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 Account and/or Credit Facility with the amount of the purchase, cash withdrawal or transfer(s).
- 9.2 You must repay us for all payments that we have made or will make to a merchant for any debit transaction which has been processed to your Credit Facility.
- 9.3 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 by Visa from time to time.
- 9.4 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).
- 9.5 All debits are processed in Johannesburg.

## 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 The issue of additional Credit Cards will not change the credit limit on your Credit Facility.
- 10.3 It is your responsibility to ensure that additional credit cardholder's comply with the terms of this agreement.
- 10.4 You must ensure that you and any additional credit cardholder's do not exceed your credit limit on the Credit Facility.
- 10.5 Transactions made by additional credit cardholder's using the additional Credit Card, interest, fees and charges relating to the additional Credit Card, will be debited to your Credit Card Account and/or Credit Facility.
- 10.6 You will be liable for all amounts owed to us derived from the use of the additional Credit Card. This means that we will recover from you the full amount owed to us on the Credit Facility.
- 10.7 You may only end the additional credit cardholder's right to use the Credit Card if you tell us in writing that you wish to do so and you must ensure that the additional Credit Card is destroyed. When destroying the additional Credit Card, you must cut through the magnetic stripe and Credit Card number so that the Credit Card cannot be used again. Should you fail to destroy the Credit Card you will be liable for any transactions on your Credit Card Account and/or Credit Facility after the notification of termination of this additional Credit Card.

## 11. Statements, Payments and Deposits

### 11.1 Account Statements

- 11.1.1 We will send you a monthly combined Credit Card Account and/or Credit Facility statement (monthly account statement).
- 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 The full outstanding amount on the Credit Facility is due and payable monthly, but you may defer payment by paying the minimum monthly amount that is stipulated in the monthly account statement.
- 11.1.4 Should you have a dispute in respect of the monthly account statement, you must advise us in writing within thirty (30) 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.
- 11.1.5 Should you not receive your monthly account statement, you must bring this to the attention of WesBank Credit Card Division, failing which we will regard it as being received.
- 11.1.6 On the Credit Facility, interest will accrue in the normal course on the transaction amount unless it is established that it was correctly disputed.
- 11.1.7 When this agreement ends, you will no longer receive your monthly account statement.
- 11.1.8 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.

<b>11.2</b>	<b>Payments and deposits</b>	13.3	If you are dissatisfied with the amendments, you have the right to end this agreement before the effective date of the amendments, in which case the provisions of clause 14 below shall apply. Unless you terminate this agreement before the effective date of the amendments, you will be bound by them.
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.	13.4	The use of your Credit Card Account and/or Credit Facility after the effective date of the amendment would be regarded as your acceptance of the amended terms and conditions.
11.2.2	You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.	<b>14.</b>	<b>Ending this agreement</b>
11.2.3	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 we receive the funds at WesBank Credit Card's Division in Johannesburg and the funds are reflecting as a credit on your Credit Card Account and/or Credit Facility, as evidenced by our systems. Please allow for this when making your payment.	14.1	You may, at any time, end this agreement by advising us in writing.
11.2.4	If a payment is sent to us by post, we will only credit your Credit Card Account and/or Credit Facility when we receive the funds at WesBank Credit Card's Division in Johannesburg. The risk of the postal payment being intercepted lost or stolen while in transit to us remains your risk until the payment is received at WesBank Credit Card's Division in Johannesburg.	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.
11.2.5	You may cancel or settle your Credit Facility at any time, by paying the amount you owe there under, 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 be due.	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 the Credit Card Account and/or Credit Facility without notice.
11.2.6	All payments we receive on the Credit Facility will be credited as applicable, first to interest, then to expenses incurred by us in collecting any amount you owe us, then to charges and fees, and lastly to the due and payable transaction amounts.	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.
11.2.7	Should your Credit Facility be in arrears for thirty (30) days or more, you are not allowed to transact on your Credit Facility. You may still transact on the Credit Card Account.	14.5	We may, at our discretion, end this 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.
11.2.8	You must always use your account number as a reference when making a payment or deposit into your Credit Card Account and/or Credit Facility. Your payment will be considered to be received as per clause 11.2.3 above.	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.
<b>12.</b>	<b>Charges and fees</b>	14.7	Should you wish to end your Credit Card Account you must destroy the credit card. When destroying the credit card, you must cut through the magnetic stripe and credit card number so the credit card cannot be used again.
12.1	A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.	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.
12.2	A Credit Facility Fee will be charged for the administration and maintenance of your Credit Facility.	14.9	Should you fail to destroy the credit card in terms of clause 14.7 above, you will be liable for any transactions on your Credit Card Account and/or Credit Facility after the notification of termination of this agreement.
12.3	If you are granted a Credit Facility in addition to your Credit Card Account a separate Credit Facility Fee will be charged over and above the Credit Card Account Fee for the Credit Card Account.	14.10	Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.
12.4	Apart from the credit related charges to your Credit Facility, your Credit Card Account will be debited for non-credit related charges.	<b>15.</b>	<b>Where and how we may contact each other</b>
12.5	You may get a copy of our pricing guide by contacting our WesBank Credit Card Division, or on our website, <a href="http://www.wesbank.co.za">www.wesbank.co.za</a> .	15.1	You agree that the Credit Provider may send you any communication, which includes any document, form or notice by hand, ordinary mail, prepaid registered mail, fax, e-mail, SMS, MMS, FNB Online Notification, FNB App Notification, printable webpage and/or any other electronic communication method.
12.6	Fees and charges are reviewed annually or at any time at our discretion in which event you will be given a thirty (30) business days notice before the change is effected.	15.2	Any section 129(1)(a) default notice or section 86(10) termination of debt review notice will be delivered to you by prepaid registered post and/or by hand.
12.7	Once debited to your Credit Card Account and/or Credit Facility, fees and charges are non-refundable and will not be reversed.	15.3	Documents, forms, notices or processes that the Credit Provider must by law serve on you will be served at your address as chosen and recorded in the Quotation. (This is your <i>domicilium citandi et executandi</i> address, your chosen address to receive legal documents.)
12.8	Charge-backs will only be allowed if it is done in accordance with the Visa Rules and Regulations as published from time to time.	15.4	Any legal notice, form, document or process you want to send to the Credit Provider must be delivered to the following address: 3 <sup>rd</sup> Floor; 1 First Place; BankCity; Corner Simmonds and Pritchard Streets; Johannesburg; 2001.
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.	15.5	Either you or the Credit Provider 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 href="mailto:fncard@fnb.co.za">fncard@fnb.co.za</a> ) of the new address. Notice must be given of the change at least ten (10) business days before the change will apply.
12.10	If your Credit Facility goes into arrears, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.	15.6	A document; form; notice or process will be treated as having been received by the party to whom it was sent: <ul style="list-style-type: none"> <li>• If delivered by hand during normal hours — on the date it was delivered.</li> <li>• If posted by prepaid registered mail — at 10h00 on the fourth day after the post office issued the registration receipt.</li> <li>• If posted by ordinary mail — at 10h00 on the fourth day after the document is posted.</li> <li>• If sent by fax — on the date shown on the receipt the fax machine generates.</li> <li>• If sent by e-mail or printable webpage — on the date on which the notice was e-mailed.</li> </ul>
12.11	If your Credit Card Account is overdrawn, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.		
12.12	In terms of common law, the Bank has the right, if necessary where you are in default or breach of this Credit Agreement, to Set-off any outstanding amounts that are due and payable against funds (credits) available in other accounts you have with the Bank.		
<b>13.</b>	<b>Amendments to these terms and conditions</b>		
13.1	We may, at our discretion and at any time, amend these terms and conditions.		
13.2	You will be given notice of the amendments as statement messages in your monthly account statement.		

## 16. Marketing Consent

16.1 You will only be sent marketing material from us in circumstances where you have consented to the receipt of the material and/or consented to your personal details and address being used by or on behalf of WesBank Credit Card, to offer and send you information on services and products from business units and divisions within FirstRand Bank (e.g. FNB, RMB) or external companies to FirstRand Bank whether credit related or non-credit related, as the case may be.

## 17. Request for information

17.1 You may request information in respect of your Credit Card and additional Credit Cardholder's account (Credit Card Account or Credit Facility) from us either in writing or by calling the WesBank Credit Card Division on the telephone number shown on your monthly account statement.

## 18. Other important terms

18.1 The headings in this agreement will not affect the interpretation of it.  
18.2 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.  
18.3 Your information will be kept confidential within FirstRand Group and will not be disclosed by us to any third party unless we are required to do so by law or for the purposes of legal action in the event of your default.  
18.4 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.

## 19. Submitting a Credit Card Account or Credit Facility related complaint

19.1 If you wish to lodge a complaint, you have to submit the complaint in writing on the following:  
• fax to 011 632 2317  
• email to care@fnb.co.za  
19.2 On receipt, your written complaint will be acknowledged in writing.  
19.3 On receipt your written complaint will be acknowledged and a reference number will be issued to you.  
19.4 If you do not get a response within five (5) working days from submitting a complaint, you need to contact the Complaints Department on 087 575 9408 to check whether your complaint has been received.  
19.5 WesBank Credit Card Complaints will investigate any complaints received. The complaints resolution process is available from your branch, call centre or website.  
19.6 If the complaint is resolved and you are satisfied with the outcome, the procedure is concluded and the reference number will be closed.  
19.7 If your complaint is unresolved within six (6) weeks or not resolved to your satisfaction, WesBank 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.

## 20. FATCA and POPI Requirements

20.1 For the purposes of this clause "we", "us", "our" and "FSR" refers to FirstRand Bank Limited, the FirstRand Group Limited, any affiliate companies, its associates, cessionaries, delegates or successors in title and/or third parties (like its authorised agents and contractors).  
20.2 How we use your information:  
• You can refer to our Privacy Policy located online at [www.fnb.co.za](http://www.fnb.co.za) for more information on our privacy practices.  
• FSR collect information from you directly; from your usage of our products and services; from your engagements and interactions with us; from public sources and from third parties.  
• Your information will be confidential and will only be processed if you consented thereto; it is necessary to conclude or perform in terms of a contract with you; the law requires it or your, our or a third parties lawful interest is being protected or pursued.  
• FSR may process your information. Information includes amongst others information regarding marital status, national origin, age, language, birth, education, financial, identifying number, e-mail address, physical address, telephone number, online identifier, social media profile, biometric information (like fingerprints, signature or your voice) and your name.  
• The processing of information includes the collection, storage, updating, use, making available or destruction thereof.

FSR may process your information for the following reasons (amongst others):

- To comply with legislative, regulatory, risk and compliance requirements (including directives, sanctions and rules), voluntary and involuntary codes of conduct and industry agreements or to fulfil reporting requirements and information requests.
- To detect, prevent and report theft, fraud, money laundering and other crimes.
- To enforce and collect on any agreement when you are in default or breach of the agreement terms and conditions, like tracing you or to institute legal proceedings against you.
- To conduct market and behavioural research, including scoring and analysis to determine if you qualify for products and services.
- To develop, test and improve products and services for you.
- For historical, statistical and research purposes.
- To process payment instructions (like a debit order).
- To create, manufacture and print payment devices (like a debit card).
- To do affordability assessments, credit assessments and credit scoring.
- To manage and maintain your accounts or relationship with FSR.
- To disclose and obtain information from credit bureaux regarding your credit history.
- To enable you to participate in the debt review process under the National Credit Act, where applicable.
- To enable FSR to deliver goods or documents or notices to you.
- For security, identity verification and to check the accuracy of your information.
- To communicate with you and carry out your instructions and requests.
- For customer satisfaction surveys, promotional and other competitions.

FSR may share your information with the following persons (amongst others) whom has an obligation to keep your information secure and confidential:

- Attorneys, tracing agents, debt collectors and other persons that assist with the enforcement of agreements.
- Debt counsellors, payment distribution agents and other persons that assist with the debt review process under the National Credit Act.
- Payment processing services providers, merchants, banks and other persons that assists with the processing of your payment instructions.
- Insurers, brokers, other financial institutions that assist with the providing of insurance and assurance.
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime.
- Regulatory authorities, governmental department, local and international tax authorities and other persons that FSR under the law have to share your information with.
- Credit bureaux.
- FSR's service providers, agents and sub-contractors like couriers and other persons FSR uses to offer and provide products and services to you.
- Persons to whom FSR cedes their rights or delegates their obligations to under agreements.

20.3 FSR can process your information outside of the borders of South Africa, according to the safeguards and requirements of the law.

20.4 FSR may process your information using automated means (without human intervention in the decision making process) to make a decision about you or your application for any product or service. You may query the decision made about you.

20.5 You have the right to access the information FSR has about you by contacting us at [FNBComplianceSupport@fnb.co.za](mailto:FNBComplianceSupport@fnb.co.za) or 011 371 8494.

20.6 You have the right to request us to correct or delete the information FSR has about you if it is inaccurate, irrelevant, excessive, out of date, incomplete, misleading, obtained unlawfully or no longer authorised to be kept.

20.7 You may object on reasonable grounds to the processing of your information. You may not object to the processing of your information if you have provided consent or legislation requires the processing. You must inform us of your objection at [care@fnb.co.za](mailto:care@fnb.co.za).

20.8 You have the right to withdraw your consent which allows us to process your information; however we will continue to process your information if permitted by law.

20.9 You have the right to file a complaint with FSR or the Information Regulator, once established, about an alleged contravention of the protection of your information.

**Take Note:** FSR endeavours to stop or prevent any criminal activities including money laundering and terrorist financing. Because of this FSR 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:

- FSR 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. FSR will do this at the start of the business relationship and as often as it or the law considers necessary thereafter.
- FSR can refuse to do business with any person or entity that it considers undesirable.
- FSR 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.
- FSR can end its relationship with a customer.
- FSR can monitor any transactions and instructions.
- FSR can request further information before acting on any instruction or transaction. FSR can verify any transaction or instruction or recipient before processing it. This may result in a delay in FSR carrying out the instruction.
- FSR can refuse to carry out any instruction or transaction.
- FSR can place a hold on any account or facility.

You agree to assist FSR to comply with the laws by providing FSR with all the information and documents it requires. If you fail to do so or provide false information FSR 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:** FSR 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

### 21. Credit interest on your account

- 21.1 You will earn interest on any credit balance on your Credit Card Account.
- 21.2 Credit interest will be calculated daily over the full statement period and will be credited to your Credit Card Account monthly.
- 21.3 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

### 22. General obligations when you use the Credit Facility (Only applicable to customers who have been granted a Credit Facility)

- 22.1 Your Credit Facility is hosted in Johannesburg and all transactions are processed in Johannesburg.
- 22.2 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.

### 23. Your credit limit

- 23.1 We may refuse to authorise transactions if you have exceeded your credit limit on your Credit Facility.

23.2 If we accept a transaction that results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit on any permanent basis and you are obliged to immediately bring your Credit Facility in line with the credit limit we contracted at.

23.3 We decide the credit limit on the Credit Facility and you must ensure that you and any additional cardholder's do not exceed this limit.

23.4 You are responsible for managing the credit limit on your Credit Facility.

23.5 You may apply for an increase or contact us to decrease your credit limit. We may contact you from time to time regarding an annual increase if you have not consented to an automatic annual increase.

23.6 You may apply to shift your limit between your straight and budget facility, however you will not be allowed to shift more than 80% of your total credit limit to your budget facility.

23.7 All limit increases are subject to an affordability assessment.

23.8 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.

23.9 If you exceed your credit limit you will be in breach of this agreement.

## 24. Interest

### 24.1 Interest-free period (These principles would apply where the Credit Facility is utilised.)

24.1.1 If your Credit Facility has no interest-free period, you will be charged interest on purchases, fuel and cash transactions from the date of transaction.

24.1.2 If you pay the total amount payable, which is the full outstanding amount you owe us, as reflected on your monthly account statement on or before the due date shown on your monthly account statement, no interest will be charged on your Credit Facility, except for those transactions in clause 24.2 where interest would have been charged from date of transaction.

24.1.3 If you do not pay the full outstanding amount on or before the due date shown on your monthly account statement, you will be charged interest, from the date of each transaction or fee on your Credit Facility, on both the statement balance and on any new transactions made on the Credit Facility (in other words, you will lose the interest-free period on these new transactions).

24.1.4 This means that 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 on your Credit Facility, until you have settled the full outstanding amount you owe us.

24.1.5 Once settled in full, we may, at our discretion, decide to restore the balance of the interest-free period that is the period from date of full settlement until the due date for payment reflected on your next monthly account statement.

24.1.6 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.

### 24.2 Transactions that will always attract interest immediately

24.2.1 Interest will be charged immediately from the transaction date for the following transactions, if the Credit Facility is utilised to make these transactions:

- 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; and
- Fuel or fuel-related transactions on the Petro Card;
- Any transaction whereby the Credit Card is not swiped at a point of sale device and considered to be a cash transaction.

### 24.3 Debit interest calculation

24.3.1 Debit interest will be calculated daily, capitalised and charged to your Credit Facility monthly at the rate as set out in your quotation and will not exceed the maximum permissible interest rate allowed under the National Credit Act.

## 25. Budget facility

25.1 On your request, we may, at our discretion, make the budget facility available to you.

25.2 This budget facility entitles you to pay for transactions over an extended period as stipulated by you according to our guidelines.

25.3	Fluctuations in interest rates may cause the period of payment to be extended or reduced.		
25.4	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.		
25.5	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.		
25.6	If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.	28.2	Your Auto Payment authorisation can be obtained electronically, telephonically or in writing signed by you.
25.7	You may make additional payments to your budget facility without penalty.	28.3	We prefer the date of Auto Payment to be your salary date.
25.8	Your monthly budget instalment is debited from your straight facility and not your budget facility.	28.4	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 minimum/full/specified amount, in respect of the amounts due on your Credit facility.
25.9	You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.	28.5	The payment instruction to your Bank may be delivered after being authenticated by you where such authentication is required.
<b>26.</b>	<b>Balance transfer option</b>	28.6	Should your payment due date be your salary date, you agree that the bank may move your payment due date as and when your salary date moves.
26.1	We may offer you a facility to transfer other debt you may have onto your budget facility.	28.7	Should your Auto Payment be returned unpaid, we will make further attempts to debit your nominated account thereafter to ensure a successful payment, which costs you will be liable for.
26.2	We will determine and tell you the amount to be transferred ("the transfer amount"), the minimum repayment period and the applicable interest rate, which will apply to the transfer amount when the transfer facility is offered to you.	28.8	In the event of your Auto Payment being returned unpaid and where your specified payment due date is not your salary date, the bank has the discretion to change your statement date thereby changing your payment due date (specified Auto Payment date) to coincide with your salary date or any other date we deem suitable to collect via the Auto Payment. You will be notified of these changes as per clause 13.2.
26.3	We may, at our discretion, offer you a preferential interest rate for an agreed period which rate will apply only to the transfer amount for the agreed period, provided you make all repayments by the due date shown on your statement. If you settle the transfer amount before completion of the agreed period, the preferential interest rate would no longer be applicable.	28.9	Should your Auto Payment be returned unpaid in the consecutive month, your Auto Payment will be suspended and we will proceed with our collections process.
26.4	The amount transferred to your Credit Facility will show on your monthly account statement.	28.10	You confirm that the banking details that appear on your Auto Payment authorisation are correct and reflect an account that is held in your name.
26.5	The transfer amount will be paid into your straight facility. It will be your responsibility to use the transfer amount to pay any other debts you may have.	28.11	You will be liable for any claims, losses or damages of whatsoever nature arising out of debits made by the Bank to the account as listed in your auto payment authorisation because of insufficient funds, incorrect details or held in the name of any other person.
26.6	You will be responsible for closing the account to which the amount is transferred, if you wish to do so. The transfer amount will be deducted from your available credit on your budget account.	28.12	Missed Auto Payments will not result in the cancellation of the Auto Payment.
26.7	We do not guarantee the time period within which the transfer will be made and we will not be responsible for any finance charges you may incur on any of your accounts prior to the transfer from your credit card budget facility to your straight facility.	28.13	You authorise us to verify the banking details as provided by you for the purposes of effecting the Auto Payment.
26.8	Your monthly balance transfer instalment is debited from your straight facility.	28.14	You confirm that the account provided for this purpose is compliant with the Financial Intelligence Centre Act ("FICA").
26.9	In addition to this clause, we have specific terms and conditions that regulate balance transfer campaigns, which you will be notified of.	28.15	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.
<b>27.</b>	<b>Interest Rate</b>	28.16	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 suspend and/or cancel your Credit facility unless alternate Auto Payment arrangements have been made for the payment of your Credit facility.
27.1	The Bank contracts with you at the maximum Annual Interest Rate permissible by the National Credit Act (maximum NCA contract rate), which is a variable interest rate linked to the Repo Rate and will fluctuate accordingly."	28.17	Once you have authorised the bank to process an Auto Payment, you may not cancel the Auto Payment.
27.2	Interest is calculated daily on the outstanding balance of this Credit Facility Agreement at the end of each day. Interest is added to the outstanding balance of this Credit Facility Agreement monthly on the repayment date in arrears. The Interest Rate charged on an amount in default or an overdue payment under this Credit Facility Agreement will not exceed the highest interest rate that applies to any part of the principal debt under this Credit Facility Agreement.	28.18	The Bank may elect to assign or cede your Auto Payment authorisation to a third party.
<b>28.</b>	<b>Auto Payment</b>	<b>29.</b>	<b>Spousal consent (for Customers married in Community of Property only)</b>
28.1	In terms of the Auto Payment authorisation, you have the option of paying your Credit facility as indicated on your monthly account statement between the statement date and your payment due date as per the following options:	29.1	If you are married in Community of Property, your spouse must consent to the conclusion of this agreement. Your failure to obtain spousal consent will result in the nullity of your Credit Facility.
	<ul style="list-style-type: none"> <li>• Minimum monthly payment amount due (as indicated on your statement);</li> <li>• Full amount due;</li> <li>• Specified Amount. Please note that the specified amount cannot be below the minimum monthly payment. Should your specified amount be less than the minimum monthly payment reflected on your statement, the minimum amount as reflected on your statement will be deducted;</li> <li>• Percentage of the Full amount due (between 5% and 100% of the straight balance);</li> </ul>	29.2	Should you have entered into this agreement electronically, telephonically or in writing, the spousal consent declaration obtained shall be valid, binding and undisputed.
		29.3	Should you have entered into this agreement by falsely declaring that your spouse has consented thereto, you could be charged for fraud.
		<b>30.</b>	<b>Special arrangements</b>
		30.1	Should you be unable to meet your financial obligations in terms of your Credit Facility, upon you meeting the required criteria, the bank may offer you a special arrangement option which will decrease your monthly repayments and extend the period of repayment, at your request.

30.2 If you enter into a special arrangement, it will attract an interest rate of the maximum allowable by the NCA.

### 31. Debt counselling provisions

31.1 Should you believe that you are unable to meet your obligations in terms of the credit agreements you have entered into, you may contact us for assistance in restructuring your debt with us in a manner that would allow you to repay it. We will attempt to assist you where possible.

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

31.3 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.

31.4 Should you apply for debt counselling or enter into a debt rearrangement agreement or a debt re-arrangement court order is granted all value added benefits and rewards provided to you by WesBank Credit Card, including Automatic Debt Protection, will be suspended and no claims against these will be honored. The same applies should you avail of any premium paying insurance product such as Top Up Debt Protection and Outstanding Balance Assurance (OBA).

### 32. 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 Web page: www.fnb.co.za
- The Ombudsman for Banking Services: Telephone Number: 0860 800 900 Web page: www.obassa.co.za
- The Credit Ombudsman: Telephone Number: 0861 662 837 Web page: www.creditombud.org.za
- The National Credit Regulator: Telephone Number: 0860 627 627 Web page: www.ncr.org.za
- The National Consumer Tribunal: Telephone Number: 012 683 8140/ 012 742 9900 Web page: www.nct.org.za

## Section D: Reward programmes

### 33. eBucks Rewards

33.1 Kindly visit [www.wesbank.co.za](http://www.wesbank.co.za) or [www.eBucks.com](http://www.eBucks.com) for Terms and Conditions pertaining to eBucks Rewards Updated Terms and Conditions will be available from 1 July 2017.

## Section E: Value Added Benefits and Services

### 34. Global Travel Insurance

#### 34.1 Benefits Summary

34.1.1 This is a summary of the terms, conditions and exclusions of the Travel Policy.

34.1.2 The Travel Policy is available on our web site, [www.wesbank.co.za](http://www.wesbank.co.za), or you may contact the Global Travel Insurance Helpdesk and they will send the Travel Policy to you. If anything is unclear, please contact the Global Travel Insurance Help Desk on 0861 490 100.

34.1.3 This offer only applies if the cardholder is a South African citizen (or a

citizen of other specified countries as detailed in the Policy) under 71 (seventy one) years of age and purchases their departure and return travel tickets in South Africa (or other specified countries as detailed in the Policy). Please obtain a copy of the Travel Policy as well as the respective schedule of benefits prior to travelling and ensure you fully understand the documents.

34.1.4 As certain credit card products may be excluded from the benefits under the Travel Policy, the cardholder must contact the Global Travel Insurance Helpdesk prior to the purchase of the travel ticket with the card, to find out which cards are excluded.

34.1.5 If the cardholder is between 71 and 85 years of age, we can offer the cardholder another travel insurance option. You can learn more about our other options by calling the Global Travel Insurance Helpdesk 0861 490 100.

34.1.6 The benefits under the Travel Policy will be available for the first ninety (90) days of the cardholder's journey or until the cardholder reaches the final destination set out on his/her travel ticket, whichever occurs first.

34.1.7 Europ Assistance provides emergency assistance while you are travelling overseas. If the cardholder needs assistance they may contact Europ Assistance on the telephone number +27 11 991 8409. The cardholder may "reverse-charge" the call to Europ Assistance from anywhere in the world.

34.1.8 Europ Assistance must approve medical expenses when they are incurred.

34.1.9 The maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the policy shall be limited to R500 000 (five hundred thousand Rand) on Classic FREE Cover and limited to R5 000 000 (five million Rand) on Gold Comprehensive FREE Cover, per travel ticket debited to a valid card issued by FirstRand Bank Limited (which has been specifically nominated by the Bank) and is only applicable to cardholder's under seventy one (71) years of age.

34.1.10 The benefits of the Travel Policy for children under sixteen (16) years old are limited under the Personal Accident Section of the Travel Policy.

34.1.11 The maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the Accidental Death and Accidental Permanent Disablement section shall be limited to limited to R500 000 (five hundred thousand Rand) on Gold Comprehensive Free Cover and limited to R450 000 (four hundred and fifty thousand Rand) on Classic FREE Cover, per valid card issued by FirstRand Bank (which has been specifically nominated by the Bank) and is only applicable to cardholder's under seventy one (71) years of age.

34.1.12 The benefits are summarised in the schedule of benefits below. These benefits are subject to change on reasonable notice to the cardholder.

#### 34.2 Medical Conditions excluded under the Travel Policy

34.2.1 Pre-existing illness if the cardholder received medical advice or treatment six months prior to starting his/her journey, unless you are Hospitalised for 48 hours or more

34.2.2 Routine treatment for chronic, recurring or continuing illness.

34.2.3 Acute or chronic psychiatric, psychological or emotional conditions, suicide, self-inflicted injury, alcohol, drugs and narcotics abuse.

34.2.4 Cardiac, cardiovascular, vascular and cerebro vascular illness for persons seventy (70) years or older.

34.2.5 Physiotherapy and chiropractic charges over R1 000.00 (one thousand Rand), except while the cardholder is in hospital.

34.2.6 Sexually-transmitted diseases.

34.2.7 Human Immunodeficiency Virus ("HIV") positive or have Acquired Immune Deficiency Syndrome ("AIDS") and any derivative, variation or HIV related illness, however caused including but not exclusive to the following:

- Kaposi's Sarcoma;
- Pneumocystic Jirovecii;
- Tuberculosis;
- Cytomegalovirus (C.M.V.);
- Cryptococcal Meningitis;
- Disseminated Herpes and/or Shingles Human

34.2.8 Pregnancy and/or child birth from 1<sup>st</sup> day of the 26<sup>th</sup> week of pregnancy.

#### 34.3 Other Travel Policy exclusions

34.3.1 If the cardholder travels in a public conveyance as a non-fare paying passenger.

34.3.2 If the cardholder's journey is for emigration purposes.

34.3.3 If the cardholder's loss, damage, death, injury, illness, disablement or expense is caused by:

- Participation in professional sports or as a national representative in competitive sporting activities;
- Participation in dangerous activities, hobbies, interests or sports as set out in the Travel Policy;

- Wilful exposure to or active participation in war, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, uprising, military or usurped power, civil commotion or riot.
  - Any Luggage claim that has not been reported to police or transport carrier immediately and for which a written police or irregularity report has not been obtained.
  - Luggage/Personal Effect – Any single item in excess of R625 (six hundred and twenty five Rand). Please take note that cover on Luggage is only available on the Gold Comprehensive FREE Cover.
- 34.3.4 Claims for treatment by homeopaths, naturopaths, reflexologists, or any other alternative medicine.
- 34.3.5 If the cardholder incurs expenses for travelling abroad to seek medical treatment.
- 34.3.6 If the cardholder incurs medical expenses after completion of his/her journey.
- 34.3.7 No consequential loss cover is available under the Travel Policy.

## 35. AA Emergency Roadside Assistance (Automatically included on the Petro Card)

### 35.1. Benefits summary

- 35.1.1 The AA Emergency Roadside Assistance benefits (“the benefits”) are available to valid Petro Cardholder’s.
- 35.1.2 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.
- 35.1.3 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.
- 35.1.4 The benefits are available in the Republic of South Africa only.
- 35.1.5 The benefits are not transferable.
- 35.1.6 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.
- 35.1.7 Wesbank will only cover the roadside benefit provided the breakdown or incident is on public accessible roads. Off road tracks and trails are not covered in this service.
- 35.1.8 Benefits are to be used at time of breakdown. Benefits can not be saved for another day or sometime in the future.

### 35.2. How the benefits work

- 35.2.1 The benefits must be arranged through our dedicated AA call centre telephone number on 0860 70 60 50.
- 35.2.2 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.
- 35.2.3 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.
- 35.2.4 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 a maximum of six hundred and forty Rand (R640):
- 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; or
  - Repatriation costs for the cardholder to collect his/her vehicle.
- 35.2.5 The cardholder has access to only benefit per incident and cannot use all three benefits at the same time.
- 35.2.6 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.
- 35.2.7 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.
- 35.2.8 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.
- 35.2.9 The AA will pay for locksmith services up to three hundred Rand (R300) 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.

- 35.2.10 If the incident is outside metropolitan areas, the cardholder will be billed for the additional costs over R300 incl VAT. The costs will be subject to locksmith specialist rates.
- 35.2.11 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.
- 35.2.12 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 only available in certain metropolitan areas.
  - 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.
  - Cardholder’s can only activate the service by contacting the dedicated 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 cardholder’s’ call-out, which are beyond the AA and ADT Security’s control, may be experienced in certain areas due to traffic patterns, weather conditions, peak service 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.
- 35.2.12 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.

### 35.3. Other important information

- 35.3.1 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. WesBank similarly do not accept this liability.
- 35.3.2 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.
- 35.3.3 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.
- 35.3.4 WesBank 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.



## 36. Debt Protection Products

### 36.1 Automatic Debt Protection

36.1.1 You will receive Automatic Debt Protection cover, an embedded value add service which provides cover against the outstanding balance or the maximum specified amount, whichever is the lesser, on your credit card facility at the time of your death or permanent disability, subject to the following conditions:

- We must receive satisfactory proof of your death or permanent disability within six (6) months of the event;
- We will not waive any amount owing to us that is greater than five thousand Rand (R5 000) for "Gold", two thousand Rand (R2 000) for "Classic" cardholder's and one thousand Rand (R1 000) for "Standalone Petro Card" holders;

36.1.2 We will not waive any amount:

- If your illness, bodily injury, physical defect, ill-health or any other incident or condition that played an important role in your death or disability claim arose before opening your account.
- If the claim is in any way due or can be traced to, or arises directly or indirectly, entirely or partially, from:
  - The driving of any vehicle while you were under the influence of intoxicating liquor/alcohol or a drug having a narcotic effect or if your blood alcohol levels exceeded the legal limit.
- Suicide within the first twenty four (24) months of the agreement, self-inflicted injury or self-inflicted illness (i.e. that you caused yourself), whether you intended to do so or not, or if you exposed yourself to danger or obvious risk of injury at your own free will.
- Intentionally consuming an excessive amount of alcohol, drugs, or narcotics unless this was prescribed by a medical doctor. If the substance was, however, prescribed to treat drug abuse, it will also be excluded.
- Participating in a criminal act.
- Involvement or participation in any war, invasion, acts of foreign enemy, hostilities (whether war is declared or not), civil war, mutiny, rebellion, usurped power, riot, civil commotion or disorder.
- 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.
- If this agreement and/or your right to use the credit card and/or your credit card facility ends; and/or
- If at the date of your death or the event causing permanent disability, you are seventy (70) years old or older.

36.1.3 It is your duty to inform us immediately if you have been accepted to undergo debt review.

36.1.4 If you have applied and been accepted under the debt review process, the Automatic Debt Protection Plan and the Top-up Debt Protection Plan will automatically terminate and you will not be able to claim any compensation under these plans.

36.1.5 If you are paying monthly premiums for Top-up Debt Protection, such premiums will be cancelled upon notification that you are under debt review.

36.1.6 If you are under special arrangement and you default twice, whether consecutively or at any time during the sixty (60) month period, the Automatic Debt Protection and Top-up Debt Protection Plan will automatically terminate and you will lose your cover and have no claim under this policy.

36.1.7 Your monthly premiums will not be reimbursed to you if your policy is cancelled for whatever reason.

37.1.8 Misrepresentation, non-disclosure of a material fact or an incorrect or inaccurate statement or information may lead to the rejection of a claim or the cancellation of this Plan, and will result in a forfeiture of all premiums already paid.

36.1.9 For further information on Automatic Debt Protection, including Top up Debt Protection Plan (premium related) products, please visit our website on [www.wesbank.co.za](http://www.wesbank.co.za) or at the link that follows.

### 36.2 Top-up Debt Protection Plan explained:

36.2.1 Top-up Debt Protection Plan is offered as a top up to the Automatic Debt Protection, to extend your specified maximum debt cover at an additional cost as follows:

- This benefit protects you and your family in the event of your death or permanent disability from the outstanding debit balance of your personal WesBank Credit Card or the specified maximum amount as stated in the table below, whichever is the lesser, at the time of the event. In the event of temporary disability or retrenchment we

will pay the minimum monthly instalment for up to six (6) months as per your monthly statements. The risk benefit cover will end on your 70<sup>th</sup> birthday. This risk benefit is subject to the exclusion as contained in the Top-up Debt Protection Plan Policy Brochure.

- However, should your account not be in good standing at the time of the event, no benefit will be paid out to you.
- The benefits are outlined below:

Top-up Debt Protection Plan	Death	Permanent Disability	Temporary Disability	Retrenchment
✓	✓	✓	✓	✓

36.2.2 Insurance Premium: Top-up Debt Protection Plan is charged at a rate per R1 000 of the outstanding balance which is over and above the Automatic Debt Protection maximum specified amount. This premium is subject to change and you will be informed of such changes when applicable.

36.2.3 Top-up Debt Protection Plan premium and maximum specified amount is:

Credit Card Type	Premium	Maximum Specified Amount
Gold	R5 / R1 000	R75 000
Classic	R6 / R1 000	R48 000
Petro (Standalone)	R6 / R1 000	R9 000

- In the event of your death (Death), we will pay an amount equal to the outstanding balance of your personal WesBank Credit Card or the specified maximum amount, whichever is the lesser at the time of the event. We will not settle any purchases made after the date of your death.
- If you become permanently disabled (Permanent Disability), we will pay out an amount equal to the outstanding debit balance of your personal WesBank Credit Card or a specified maximum amount, whichever is the lesser at the time of the event. We will not settle any purchases made during the period of your permanent disability.
- If you become temporarily disabled (Temporary Disability), we will pay your minimum monthly credit card instalments as per your monthly statements for a period of six (6) months, starting on the second due date after the date you became temporarily disabled. We will not pay any arrear instalments, interest or fees that became payable before you became disabled. If we, in our sole discretion, find that you are still disabled after the first six (6) month period, we will continue to make similar payments for a maximum period of another six (6) months. If we find that you are still disabled after this period, we will settle a specified maximum amount or the remaining outstanding debit balance of your personal credit card, whichever is the lesser, before terminating your Risk Benefit Cover. The Risk Benefit Cover is limited to a maximum of two (2) claims on your WesBank Credit Card and Facility Terms and Conditions – July 2017 account. We will not settle any purchases made during the period of your temporary disability.
- If you are retrenched (Retrenchment), we will pay your minimum monthly credit card instalments as per your monthly statements for a maximum period of six (6) months starting on the second due date after the date you were retrenched. We will not pay any arrear instalments, interest or fees that became payable before you were retrenched. The Risk Benefit Cover is limited to a maximum of one (1) claim on your account. We will not settle any purchases made during the period of your retrenchment.

### 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](mailto:fnblifeclaims@fnb.co.za); or Fax: (011) 428 4306.

**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 Disability claim under this Plan, you have the obligation to undergo reasonable medical treatment by appropriate medical specialists. The insurer reserves the right to request a second

opinion from a medical practitioner of its choice at its own expense. The medical practitioner's report will be final and binding.

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 one hundred and eighty (180) calendar days of your receipt of the insurer's final decision. This one hundred and eighty (180) calendar day period is in addition to the ninety (90) calendar days referred to above.

#### 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 7776; 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: Private Bag X45, Claremont, 7735; Tel: (021) 657 5000; Fax: (021) 674 0951; Email: info@faisombud.co.za; Website: www.ombud.co.za

**Financial Services Provider Complaints:** If you have any complaint about the financial services provider, Wesbank, you can contact the Complaints Call Centre at Tel: 0860 11 22 44; Fax: 011 632 2317; E-mail: 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 Wesbank and you have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman; PO Box 74751, Lynwood Ridge, 0040; Tel: 0860 324 766; Fax 012 348 3447; Email: info@faisombud.co.za; Website: www.faisombud.co.za

36.2.4 All the Debt Protection Plan benefits are subject to the Top-up Debt Protection Plan Policy Brochure terms and conditions as issued by FNB Life, Reg. No. 1904/002186/06. Your application will be approved based on your confirmation of your financial needs and understanding of the costs associated with this product.

#### 36.3 Contractual relationships and accreditation for Automatic Debt Protection and Top Up Debt Protection Plan

**Product supplier and Underwriter:** 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, Johannesburg, 2000; PO Box 1153, Johannesburg, 2000; Tel. 087 736 7775; fnblife@fnb.co.za

**FAIS class and type of product:** Category 1, Sub category 1.3.1 (Long-term Insurance – Category B1). FNB is a registered financial services provider for this class and type of product.

**Financial Services Provider and Intermediary:** Wesbank, a division of FirstRand Bank Limited, an authorised Financial Services and Registered Credit Provider, Reg. No. 1929/001225/06 NCRCP 20; 3<sup>rd</sup> floor, 1 First Place, Simmonds Street, Bankcity, 2001; PO Box 1153, Johannesburg, 2000; www.wesbank.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, accrediting FNB to distribute the Plan, receive the premium from you and pay it over to FirstRand Life 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 binder contract with FirstRand Life and collects a binder fee for services rendered for this Plan.

FNB does not hold any interest in FirstRand Life. FirstRand Life 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.

#### 36.4 General

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

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

36.4.2 Please visit our website at www.wesbank.co.za or contact WesBank Credit Card Customer Enquiries on 011 369 2842 / 087 575 9429 for a copy of the Top-up Debt Protection Plan Policy Brochure terms and conditions. These WesBank Credit Card and Credit Card Facility Terms and Conditions of Use as well as the Top-up Debt Protection Plan Policy Brochure terms and conditions govern this relationship. Should you require any further information, please do not hesitate to contact us on 011 369 2842 / 087 575 9429.

36.4.3 Please note that the pricing and/or the details of the policy are reviewable by WesBank and/or its underwriters from time to time and these changes will be communicated to you in writing.

#### 37. inContact

37.1 The *inContact* Service is a messaging system which provides you with notifications of certain account activity via SMS and/or email to your selected mobile number and/or e-mail address.

37.2 These terms and conditions apply to *inContact* and *inContactPRO* (an enhanced form of *inContact*). They form a binding agreement between you and WesBank Credit Card. You must read these terms and conditions carefully. Contact us if you don't understand any part of these terms and conditions. These terms and conditions must be read with the WesBank Credit Card General Terms and Conditions located at www.wesbank.co.za By using *inContact* and/or *inContactPRO* you agree to be bound to these terms and conditions.

37.3 The types and values of transactions that we provide notifications for do change from time to time. Because of this you must still take the necessary precautions to safeguard your accounts, cards and banking channel access mechanisms, such as passwords and PINs. You are responsible for ensuring that the Bank has your correct mobile numbers and/or email addresses. We will not be held responsible if your SMS and/or email is sent to the wrong number or address. Your *inContact* information can be updated electronically using the Online Banking channel, by contacting the customer contact centres or by visiting a Branch.

37.4 We cannot guarantee receipt or delivery of an SMS and/or e-mail as the Bank uses external third parties for relaying of SMS and/or e-mail. Although we do send you *inContact* notifications your statement will be the main and final record of all transaction on your account. You must therefore check all entries on your statement immediately upon receipt of your statement. You must report any unauthorised transaction or errors within thirty (30) days from the date of the statement. Should you fail to do so all entries will be assumed to be correct and authorised. WesBank Credit Card will not be held responsible for any losses suffered as a result of your failure to notify us timeously of suspicious or unauthorised transactions.

37.5 *inContact* is designed to assist you to track activity on your account and minimise potential unauthorised transactions. It is important that you read your *inContact* notifications as soon as you receive them. You must notify WesBank Credit Card about any suspicious or unauthorised transactions on your account within twenty four (24) hours. If you fail to do this, you agree that WesBank Credit Card can treat the transaction as correct and hold you legally responsible for the transaction as if you had done or approved it. In the event of a dispute regarding when a message was sent our system records will serve as proof of the date and time of the sending of the message unless you can prove otherwise.

**GLOBAL TRAVEL INSURANCE**  
**SCHEDULE OF BENEFITS\* (Persons up to the age of 70, not yet 71)**  
**Limit per travel ticket purchased**  
**WESBANK CLASSIC CREDIT CARD**  
 Applicable from 1 July 2017 to 30 June 2018

Description	Benefit	Excess
<b>Emergency Medical &amp; Related Expenses</b>		
Emergency Medical & Related Expenses — Local	R175 000	R1 000
Emergency Medical & Related Expenses — International	R500 000	R2 000
<b>Related Expenses</b>		
War and Terrorism	Included in Emergency Medical Expenses	
Medical Transportation, Repatriation and Evacuation	Included in Emergency Medical Expenses	
Compassionate Emergency Visit	Included in Emergency Medical Expenses	
Repatriation of Children	Included in Emergency Medical Expenses	
Repatriation of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation or Return of Mortal Remains	Included in Emergency Medical Expenses	
Daily Hospital Cash Benefit	Nil	
<b>Pre-Existing Emergency Medical Expenses</b>		
Pre-Existing In-hospital Medical Expenses	R100 000	48 Hours
Medical Transportation, Repatriation and Evacuation	Included in Emergency Medical Expenses	
Compassionate Emergency Visit	Included in Emergency Medical Expenses	
Repatriation of Children	Included in Emergency Medical Expenses	
Repatriation of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation or Return of Mortal Remains	Included in Emergency Medical Expenses	
<b>Emergency Assistance Services (for a covered event)</b>		
Medical Referral	Included	
Medical Monitoring	Included	
Emergency Medicine	Included	
Evacuation, Repatriation, Return of Mortal Remains	Included	
Transmission of Urgent Messages	Included	
Embassy Referral	Included	
Emergency Travel & Accommodation Arrangements	Included	
Legal Assistance	Included	
Loss of Travel Documents	Included	
<b>Accidental Death &amp; Permanent Disablement</b>		
Accidental Death	R100 000	Nil
Accidental Permanent Disablement	R350 000	Nil
War and Terrorism	Included in Accidental Death & Permanent Disablement	
<b>Journey Cancellation, Journey Curtailment or Journey Extension</b>		
Journey Cancellation	Nil	
Journey Curtailment	Nil	
Journey Extension	Nil	
<b>Travel Delay</b>	Nil	
<b>Personal Liability</b>	Nil	
<b>Legal Expenses</b>	Nil	
<b>Hijack and Hostage or Wrongful Detention</b>	Nil	
<b>Luggage</b>		
Luggage Contents (Single Item Limit)	Nil	
Cash and Documents	Nil	
Luggage Delay	Nil	

\* This Schedule of Benefits should be read together with the Policy Wording as one document.

**COMPREHENSIVE GLOBAL TRAVEL INSURANCE**  
**SCHEDULE OF BENEFITS\* (Persons up to the age of 70, not yet 71)**  
**Limit per travel ticket purchased**  
**WESBANK GOLD CREDIT CARD**  
 Applicable from 1 July 2017 to 30 June 2018

Description	Benefit	Excess
<b>Emergency Medical &amp; Related Expenses</b>		
Emergency Medical & Related Expenses — Local	R175 000	R1 000
Emergency Medical & Related Expenses — International	R5 000 000	R2 000
<b>Related Expenses</b>		
War and Terrorism	Included in Emergency Medical Expenses	
Medical Transportation, Repatriation and Evacuation	Included in Emergency Medical Expenses	
Compassionate Emergency Visit	Included in Emergency Medical Expenses	
Repatriation of Children	Included in Emergency Medical Expenses	
Repatriation of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation or Return of Mortal Remains	Included in Emergency Medical Expenses	
Daily Hospital Cash Benefit	R200 per day / Maximum R3 000	
<b>Pre-Existing Emergency Medical Expenses</b>		
Pre-Existing In-hospital Medical Expenses	R100 000	48 Hours
Medical Transportation, Repatriation and Evacuation	Included in Emergency Medical Expenses	
Compassionate Emergency Visit	Included in Emergency Medical Expenses	
Repatriation of Children	Included in Emergency Medical Expenses	
Repatriation of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation or Return of Mortal Remains	Included in Emergency Medical Expenses	
<b>Emergency Assistance Services (for a covered event)</b>		
Medical Referral	Included	
Medical Monitoring	Included	
Emergency Medicine	Included	
Evacuation, Repatriation, Return of Mortal Remains	Included	
Transmission of Urgent Messages	Included	
Embassy Referral	Included	
Emergency Travel & Accommodation Arrangements	Included	
Legal Assistance	Included	
Loss of Travel Documents	Included	
<b>Accidental Death &amp; Permanent Disablement</b>		
Accidental Death	R100 000	Nil
Accidental Permanent Disablement	R400 000	Nil
War and Terrorism	Included in Accidental Death & Permanent Disablement	
<b>Journey Cancellation, Journey Curtailment or Journey Extension</b>		
Journey Cancellation	R10 000	R500
Journey Curtailment	R7 000	R500
Journey Extension	R1 000	R500
<b>Travel Delay</b>	R1 500	6 Hours
<b>Personal Liability</b>	R1 000 000	Nil
<b>Legal Expenses</b>	R5 000	Nil
<b>Hijack and Hostage or Wrongful Detention</b>	R500 per day / Max R10 000	Nil
<b>Luggage</b>		
Luggage Contents (Single Item Limit)	R2 500 (R625)	R500
Cash and Documents	R1 000	R350
Luggage Delay	R1 500	6 Hours

\* This Schedule of Benefits should be read together with the Policy Wording as one document.

## Definitions used in this Agreement

“AA” means the Automobile Association of South Africa.

“access channel” means any form of access technology including but not limited to 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.

“agreement” means the pre-agreement statement, accompanying quotation and terms and conditions of use, as amended from time to time in accordance with the provisions of the NCA, together with your application form (signed by you and/or any additional cardholder), or the application information supplied to us telephonically or by fax, and the eBucks programme (where applicable), as well as the value-add services terms and conditions (where applicable), form the whole agreement between you and us.

“Auto Payment” means an instruction given by an account holder to us to obtain regular payments on given dates.

“Authentication” means the process of authorising a debit order mandate by the consumer using an authentication method that has been endorsed by the consumer’s Bank.

“ATM” means an Automated Teller Machine.

“attorney and client scale” means the fees and expenses which a client is liable to pay attorney for services rendered in respect of a legal matter.

“cardholder, you, your, I” means the cardholder to whom we have issued the credit card.

“channels” 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.

“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 account holder’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.

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

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

“debt counsellor” means a person registered in terms of the National Credit Act and who carefully examines a consumer’s debt situation and suggests the best plan of action.

“debt review” means a process whereby a debt counsellor reviews the collective debts owing to various credit providers in the event that the cardholder seeks assistance from the debt counselor.

“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.

“full payment” means total transactions, plus interest, plus fees.

“good standing” means all your WesBank Credit Card and FirstRand Bank accounts and credit agreements must be in good standing. This means that none of your WesBank Credit Card 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 WesBank Credit Card or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and WesBank Credit Card 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.

“Linked Petro Card” means a Petro Card that we issue to you which is linked to a credit card in your name.

“minimum amount” means Closing Balance amount, Minus any Overdue amount, Minus any Budget Instalments, Minus Membership fees, Minus any remaining Over Limit amount, Minus Optional Debt Protection Premium Amount (where applicable). We then calculate 5% (the minimum monthly repayment percentage as stipulated on your quotation) (please note this figure may vary per product) on the remaining amount.

“National Credit Act” means the National Credit Act 34 of 2005.

“over-indebted” means when a consumer is unable to satisfy all his obligations as required in the credit agreement in a timely manner.

“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.

“Petro Card” means a Petro Card that we issue to you.

“PIN” means the personal identification number linked to the card.

“purchase transaction” means any transactions resulting in your credit card debited by an amount charged by the supplier for goods or services purchased by the use of the card.

“pricing guide” A list of the full current pricing issued by WesBank Credit Card chargeable for transactions.

“specified payment” means payment above the monthly minimum amount reflected on your monthly account statement.

“spend” means all point of sale transactions and fuel transactions excluding all cash purchases, cash withdrawal at ATM’s, EFT’s, third party payments and linked account transfers.

“standalone Petro Card” means a Petro Card that we issue to you which is linked to a separate Petro Card account in your name.

“swipes” means all point of sale purchases including fuel purchases and Cash@Till, and excludes all cash purchases, cash withdrawal at ATM’s, EFT’s, third party payments and linked account transfers.

“transact / transaction” means a purchase and/or cash withdrawal and/or transfer that results in a debit or credit on a cardholder’s account.

“Travel Policy” means the Travel Insurance Master Policy, which provides for travel insurance when the credit card client purchases a travel ticket using the credit card.

“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  
1<sup>st</sup> 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  
3<sup>rd</sup> Floor  
First Place 1  
BankCity  
Corner of Simmonds- and Pritchardstraat  
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:** 0860 100 761

**Fax:** 011 632 2317

**E-mail address:** Care@fnb.co.za

### LEGAL NOTICES MAY BE SERVED AT

#### Physical Address

Compliance Support at Interbank Risk & Compliance  
3<sup>rd</sup> Floor  
1 First Place BankCity  
Cnr Pritchard and Simmonds Streets  
Johannesburg  
2001

### OMBUDSMAN FOR BANKING SERVICES

#### Physical Address

28 Harrison Street  
Johannesburg  
South Africa  
2000

#### Postal address

P O 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  
Lynnwood  
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

Third Floor  
Sunclare Building  
29 Dreyer 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

### REGISTRAR OF LONG-TERM INSURANCE (Regulator / Information)

#### Postal address

Financial Services Board  
PO Box 35655  
Menlo Park  
0102

**Tel (Toll-free):** 0800 110 443 / 0800 202 087

**Fax:** 012 347 0221

**E-mail address:** Info@fsb.co.za

**Website address:** www.fsb.co.za

### 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 ITC

**Tel:** 0861 482 482

#### Experian

**Tel:** 0861 105 665

#### Expert Decision Systems

**Tel:** 0860 937 000

### WESBANK CLIENT SERVICES

**Tel:** 087 575 9429

**Faks:** 011 699 0981

### WESBANK CREDIT CARD LOST OR STOLEN CARDS

**Tel:** 087 575 9429