

# CREDIT CARD TOP-UP DEBT PROTECTION PLAN TERMS AND CONDITIONS

The FNB Credit Card Top-Up Debt Protection Plan ("the/this Plan") is subject to the terms, conditions and exclusions set out in this document. This document explains how the Plan works. You must ensure that you are familiar with and understand the contents of this document and this document should be kept in a safe place for future reference.

## 1. Who is the insurer and what is FNB's role?

FirstRand Life Assurance Limited ("FirstRand Life") is the insurer and FNB Life is the administrator of the Plan. Any reference to "we, us, our, ourselves" in this document shall mean FirstRand Life or FNB Life, as the case may be. We have entered into an agreement with FNB, authorising FNB to distribute the Plan and attend to certain administrative functions. Any benefits in terms of this Plan will be paid to FNB.

## 2. Who is covered under the plan?

The person named as the account holder of a Credit Card Credit Facility in terms of a valid credit card agreement with FNB ("credit card credit facility") who agreed to the Plan and we accepted such Plan. We refer to such person in this document as "you/your". You must be younger than sixty nine (69) years at the start of the Plan. The benefits, and whether you qualify for these, are subject to the Terms and Conditions of this Plan.

## 3. Definitions used in these Terms and Conditions

**Credit Agreement** means the FNB Credit Card Account and Credit Facility Agreement that you have entered into with FNB.

**Disability** means you becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that your ability to earn an income, or meet the obligations under the FNB Credit Card Account and Credit Facility Agreement, is impaired, and includes, but is not limited to, Occupational Disability.. This can either be:

- **"Permanent"** means Disability that is irreversible;
- **"Temporary"** means Disability that lasts for more than a month but is not Permanent.

**Occupational Disability** means a form of Disability where your impaired ability to earn an income or meet the obligations under the Credit Agreement arises from a physical or mental impairment, which renders you unable to continue your employment, own occupation, profession or trade.

**Outstanding amount** means the average monthly outstanding debit balance of the credit card credit facility (from which the premium of this plan is paid) on the event date less any payment/waiver you are entitled to in terms of the Automatic Debt Protection Plan, where applicable.

**Pensioner** means you are permanently retired from the workforce or any occupation or profession that provides your primary income, and you qualify to receive a pension which is paid from a pension fund or provident fund, or you qualify to receive an older person's grant.

**Remaining Repayment Period** means the amount of time in which instalments are still payable based on the duration of the Credit Agreement. This is calculated from the date of the claim event.

**Retrenchment** means your forced dismissal from employment because of operational requirements under section 189 and/or 189A of the Labour Relations Act, such as the introduction of new technology by your employer, re-organisation by your employer and expectation of adverse conditions by your employer, which results in staff reductions causing you to have no income from any source.

**Self-employed** means your primary income is earned from being a sole proprietor, or partner in a firm or association, or a member of a close corporation, or a director of a company, or a trustee of a trust, or you are employed in a family-owned business.

**Unable or Inability to Earn an Income** means you are incapable of earning an income from any occupation, work, job or business for any reason other than Disability.

**Unemployed or Unemployment** means you are not employed or engaged in any occupation, work, job or business for remuneration or profit.

## 4. What risks are you covered for?

Whenever we refer to "benefits" and "events" in this document we refer to the cover and benefits in this section that you are covered for.

**Death / Permanent Disability:** If you die or become permanently disabled while you are insured under this Plan, we will pay the outstanding amount owing on your credit card credit facility.

If you become **Temporarily Disabled**, we will pay all your obligations under the credit card credit facility that become due and payable:

- For a period of 12 months from the date where you became Temporarily Disabled;
- For the Remaining Repayment Period; or
- Until you are no longer Temporarily Disabled, whichever is the shorter period.

You will be allowed to make multiple claims for Temporary Disability for the duration of this Plan. However, the claims made must not be related to the same Temporary Disability event.

If you become **Unemployed** or if you are **Unable to Earn an Income** during the period of insurance, other than as a result of Disability, we will pay all your obligations under the credit card credit facility that become due and payable:

- For a period of 12 months from the date you became Unemployed or Unable to Earn an Income;
- During the Remaining Repayment Period; or
- Until you become employed or are able to earn an income; whichever is the shorter period.

You will be allowed to make multiple claims for being Unemployed or Unable to Earn an Income for the duration of the Plan. However, the claim must not be related to the same Unemployment or Inability to Earn an Income event and must not be with the same employer.

If you are Unemployed on the start date of this Plan, you will not have cover for being Unemployed or Unable to Earn an Income during any time of the period of insurance, even though you might later become employed.

If you are a Pensioner on the start date of this Plan, you will not have cover for being Unemployed or Unable to Earn an Income or for Occupational Disability during any time of the period of insurance.

If you are Self-employed, or employed in the informal sector on the start date of this Plan, you will not have cover for being Unemployed or Unable to Earn an Income, and you will also not be covered for Occupational Disability during any time of the period of insurance.

If we pay a claim for Temporary Disability or

Unemployment/Inability to Earn an Income, we will waive your monthly premium for the period where the benefit is paid for by us

#### 5. Exclusions (when you will not be covered)

We will not pay any amount, including benefits or refund of premiums, on:

Death or Disability resulting from:

- Wilful self-inflicted injury or suicide for a period of twelve (12) months from the Start Date of this Plan;
- Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, insurrection, rebellion, revolution, civil commotion or uprisings, military power;
- Any pre-existing condition/s that you were aware of and that affected you in the twelve (12) months prior to the Start Date of this Plan will be excluded for a period of twelve (12) months after the Start Date of this Plan; and
- Disability that arose within three (3) months of the Start Date of this Plan.

Unemployment or Inability to Earn an Income resulting from:

- Retrenchment or termination of employment within the first 3 months after the Start Date of this Plan;
- Lawful dismissal, including dismissal as a result of wilful misconduct that is a violation of some established, definite rule of conduct, a forbidden act, wilful dereliction of duty or misconduct;
- Voluntary forfeiture of salary, wages, or other employment income;
- Voluntary retrenchment or termination of employment;
- Resignation;
- Retirement;
- Participation in an unprotected strike; and
- Retrenchment of which you were aware of or received notice of during the three (3) months prior to Start Date of this Plan.

Any covered event, if:

- The Terms and Conditions of this Plan are not met; or
- Any information provided upon taking out this plan and the credit card credit facility, or updating any of the Plan details, or the submission of a claim, is materially incorrect, fraudulent, misrepresented or omitted. We also reserve our rights to recover any amount paid on a claim, which later transpires to have been a fraudulent claim

#### 6. When does the cover and plan start?

The plan and your cover start on the date when we receive your first premium ("the Start Date"). The Start Date of cover under this plan will not be backdated.

#### 7. When does the cover and plan end?

The Plan and your cover for benefits will end on the first happening of:

- when the credit card credit facility is closed or terminated;
- when the Plan is cancelled;
- when you miss 2-consecutive premiums on the Plan;
- on the date of your Death;
- when a claim is paid on your Death or Permanent Disability; or
- when your credit card credit facility is not in good standing.

Your credit card credit facility is not in "good standing" in the following instances:

- If you default two consecutive times on your credit card credit facility;
- If you are accepted to undergo debt counselling; or
- If you are under special arrangement and you default twice during this arrangement.

**Cancellation:** We can cancel the Plan telephonically or in writing by giving thirty (30) days' notice to you. You can cancel the Plan at any time, giving us thirty (30) days' notice telephonically or in writing, provided the credit card credit facility allows for this. We will refund any premiums paid if the cancellation is within the two (2) months from the Start Date of the Plan (this is known as the "**cooling-off period**") and if you haven't claimed, otherwise no refund of premium will be made.

#### 8. When and what you must pay for the plan?

You must pay the premium amount shown on your monthly credit card statement as per the rate indicated in welcome letter, on the date shown for such payment. You must pay FNB according to the

agreement you have with FNB regarding the credit card credit facility.

The premium will vary as it is calculated based on the average debit balance on your credit card credit facility over the previous calendar month, up to your approved credit limit.

**Refunding of premiums:** No premiums will be refunded, including when the plan ends or is cancelled, except during the two (2) month cooling-off period.

**Grace period for premiums:** You are allowed a period of thirty (30) days grace for the payment of each premium. During this time period, you will enjoy full cover. Should an event occur during the grace period, we will consider a claim (subject to the terms of the plan) but only on receipt of the arrear premium. Should you not pay a second premium the plan and your cover for benefits will end.

#### 9. How and when to make a claim?

**Notification and submission:** The claimant (you or a family member or appointed Executor, where applicable) shall notify us of a claim as soon as possible after the claim event occurs. The claim event occurs:

- On the date of your Death;
- On the date you are diagnosed by a medical practitioner to be Disabled; or
- On the date you become Unemployed or are Unable to Earn an Income.

The claimant must submit a claim within twelve (12) months after the claim event occurring. If the claimant doesn't do this, we shall not be liable to pay any benefits under this Plan for such claim. Notification can be done telephonically at Tel: 087 736 7775, or by email: [fnblifeclaims@fnb.co.za](mailto:fnblifeclaims@fnb.co.za).

#### Documentation:

You can request claim forms, documentation or information from us by using the contact details provided above. The claimant needs to:

- Complete and sign any claim form we need before we can begin with the claim;
- Work with us by giving us all evidence and information we may need to make a decision on a claim;
- Work with us by giving us any extra evidence or information we may need at any time; and
- Bear the cost of getting this evidence and information. This includes the cost of certified translations of evidence and information in a language other than an official language of South Africa, and the cost of evidence and information needed from outside the borders of South Africa.

#### Settlement:

- We will settle all valid claims as quickly as possible. However, it is in the public's best interest for us to check the validity of any claim and to investigate the appropriate aspects thereof and this may lead to delays.

#### Conditions:

If you are diagnosed with a condition, illness or injury, you need to undergo reasonable medical treatment by appropriate medical practitioners (a qualified medical specialist supervising your care for that specific condition, illness or injury). This is needed to reasonably prevent a claim event from happening. If a claim needs to be made, we may also need you to see a medical practitioner of our choice to give us extra evidence and information. We will pay the costs of such a medical practitioner. We will only pay the claim when all evidence and information has been accepted by us.

#### If we reject your claim:

- In the event we reject your claim or any part thereof, you must write to us within ninety (90) days and tell us why you think you are entitled to payment of the benefit.
- In the event that you made representations on such a decision we will reassess your claim. We will advise you of our final decision in writing.
- We shall be relieved of liability and a claim shall be deemed to have prescribed should summons not have been served on us within a period of one hundred and eighty (180) days of receipt of our final decision. This one hundred and eighty (180) calendar day period is in addition to the ninety (90) calendar days referred to above.
- If we still dispute or reject your claim and you are not

satisfied with the reasons provided for such rejection, you may refer the matter to the Long-Term Insurance Ombudsman.

## 10. General terms and conditions

**Borrowing or security:** This Plan does not have any surrender or paid up value. **This means that if you cancel the Plan, you will not receive any premiums back or any pay out.** You also cannot borrow money against this Plan. Other than for the credit card credit facility, you can also not use this Plan as security for another loan.

**Reviews:** We have the right to change the plan and/or the premiums you must pay from time to time if the law permits us to, including changes relating to legislation or other rules applicable to this Plan. We will notify you within thirty (30) days of any such change being implemented. We will send any notice we must give you or any communication from us via post, SMS, email or any other means provided to FNB for the purposes of the FNB Credit Card Account and Credit Facility Agreement.

**Changes to the Plan:** You can cancel a change to the Plan within two (2) months of making it. We shall refund any additional premium paid as a result of that change if you haven't claimed.

We may immediately cancel this Plan or place it on hold, refuse any transaction or instructions, or any other action that we consider necessary in order to comply with laws and prevent or stop undesirable or criminal activity.

**Legal issues:** Any legal issues will be decided according to South African Law. Despite anything else in this plan, we will have the right to do all the things we think are necessary or suitable to comply with the provisions or requirements of any Act or other ruling by governmental or regulatory authority.

**Information provided:** You or the claimant (in event of claim) must accurately and properly disclose all material facts. You or the claimant (in event of claim) remains responsible for the accuracy and completeness of all answers, statements or other information provided. 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 no premiums will be refunded.

**Processing of your information:** We will process (collect, use, store or otherwise deal with) your personal information and special personal information (as defined in the Protection of Personal Information Act, 2013) ("the Information") and that of third parties which you provide (like the Information of your family), for the purposes of providing services and products to you. We will also share the Information with financial institutions for the purposes of providing our services and products to you. **You must have permission to give the Information of third parties to us and you indemnify us against any and all losses by or claims made against it as a result of you not having the required permission.** The Information will be processed in terms of our Privacy Policy (available at [www.fnb.co.za](http://www.fnb.co.za)) and the law. The Information you provide us with is given voluntarily. If you withhold the Information that we request, withhold consent for the processing of the Information or object to the processing of the Information, this may result in us not establishing or continuing a business relationship with you. This may limit your access to our services and products.

## 11. Regulatory Disclosures

### Product supplier and Insurer:

FirstRand Life is a registered life insurer, Licence No. 00102/001; Registration No. 2014/264879/06; 3rd Floor, 5 First Place, BankCity, 9 Kerk Street, Johannesburg, 2001; PO Box 1153, Johannesburg, 2000; Tel. 087 736 7775; [fnblife@fnb.co.za](mailto:fnblife@fnb.co.za).

### Financial Services Provider and Intermediary:

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

The Plan is provided under a contractual agreement between FirstRand Life and FNB, authorising FNB to distribute the Plan and attend to certain administrative functions. FNB has a written mandate to act for FirstRand Life. FNB acts as administrator of the Plan under a binder contract with FirstRand Life and collects a binder fee for services rendered for this Plan. FNB directly or indirectly holds more than 10% of FirstRand Life's shares. 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.

FNB Credit Card does not earn any commission on this plan.

FNB confirms that FNB and O'Keeffe & Swartz have been approved to market, offer and enter into this plan in terms of intermediary and binder agreements with FirstRand Life.

FNB holds professional indemnity insurance. If this plan was sold to you by O'Keeffe & Swartz Consultants: Employees of O'Keeffe & Swartz Consultants are trained and authorised by FirstRand Life to provide factual information on this plan to FNB Credit card customer. O'Keeffe and Swartz earns a fee equal to R120,00 of the estimated lifetime premium of the policy for this service. This fee is paid by FirstRand Life. O'Keeffe & Swartz Consultants is an authorised Financial Services Provider with FSP no. 13775.

## 12. 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; Email: [care@fnb.co.za](mailto:care@fnb.co.za). You can contact the compliance officer on Tel: 087 736 7776; Email: [lifecompliance@fnb.co.za](mailto: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](mailto:info@faisombud.co.za); Website: [www.ombud.co.za](http://www.ombud.co.za).

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

**Unresolved Complaints:** If after you have contacted FNB and you have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman; PO Box 74751, Lynwood Ridge, 0040; Tel: 0860 324 766; Fax 012 348 3447; Email: [info@faisombud.co.za](mailto:info@faisombud.co.za); Website: [www.ombud.co.za](http://www.ombud.co.za).

**FNB Credit Card Compliance Officer details are as follows:** Physical Address: The Compliance Officer, 3<sup>rd</sup> Floor, 1 First Place, BankCity, Cnr Simmonds and Pritchard Streets, Johannesburg, 2001; Postal address: First National Bank, P.O. Box 1153, Johannesburg, 2000; Tel: 011 371 7953; Fax: 011 371 2192.

FNB Credit Card does not have contractual relationships with other product suppliers regarding the same, similar or other types of financial products or services.

### General:

Because of the nature of this Plan and the fact that it only applies to the Credit Agreement, FNB has not done a complete financial analysis in regard to your individual risk profile and financial needs for the purposes of the Plan. FNB has considered the actual risk and liabilities of the Credit Agreement and the likelihood of the events occurring on a group basis. You should make sure that the plan meets your needs and that you have all the information you need to make an informed decision. If you are unsure you need to speak to your financial adviser in this regard. If FNB completes or submits any transaction requirement on your behalf you must be satisfied as to the accuracy and completeness of the details.

You are requested not to sign any blank or partially completed document.

You are entitled to a copy or written or printed record of any

transaction requirement upon your request.

**Your rights when replacing an existing plan:**

Replacing this plan might be to your disadvantage. You may not be advised to cancel another insurance policy to enable you to purchase this plan or to amend another insurance policy. Speak to your financial advisor before replacing any plan.