

FNBLife

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www.fnb.co.za



FNB Revolving Loan Debt Protection Plan

This document and the below Terms and Conditions are applicable if the FNB Overdraft Debt Protection Plan was sold to you between **28 September 2016 and 19 February 2017**. This will include cover of up to **R150 000 or less**.

We urge you to read the Terms and Conditions to ensure that you understand how the Plan works and how benefits are calculated, in order to make best use of the Plan.

The main features of the Revolving Loan Debt Protection Plan (“the Plan”):

- FirstRand Life Assurance Limited is the insurer and FNB Life is the administrator of the Plan.
- The insured person/s covered under the Plan will be listed in your Plan Schedule.
- The monthly premium is calculated at a rate of R5.00* per R1 000 of the previous month’s average balance. *The monthly premium is calculated at a rate of R4.50 per R1 000 if you have Smart Cheque Account.
- Your premiums are collected from your cheque account.
- The start date of your cover is the date that you took up the Debt Protection Plan.
- In case of permanent disability or death, the insurer will settle your outstanding balance.
- In case of temporary disability or retrenchment, the insurer will pay your monthly revolving loan instalments for up to 12 months.
- The Plan and all cover ends when you turn 70 years.
- The insurer wishes to highlight the following specific exclusions for which the insurer will not pay any amount, including benefits or refund of premiums. Please see the Plan’s full Terms and Conditions for all the applicable exclusions:
 - Suicide within the first 12 months of the start of the Plan;
 - Any pre-existing conditions that you were aware of and that affected you in the 12 months prior to the start of the Plan, will be excluded for the first 12 months after the start of the Plan.

See the FNB Revolving Loan Debt Protection Plan Terms and Conditions for full information about the Plan. If there are any inconsistencies between this document and the Revolving Loan Debt Protection Plan Terms and Conditions, the Revolving Loan Debt Protection Plan Terms and Conditions will prevail.

If you need more information, please contact us on **0877367775** or send an email to **fnblife@fnb.co.za**.

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FNB Revolving Loan Debt Protection Plan Terms and Conditions

The Debt Protection Plan ("the Plan") is subject to the terms, conditions and exclusions set out in this document. This document explains how the plan works. You must keep this document in a safe place.

1. Who is the insurer?

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.

2. Who is covered under the Plan?

The person(s) as specified in the Plan Schedule (the "Insured Person" or "Insured Persons"). For the purposes of this document the Insured Person(s) will be referred to as "you, your, yourself".

3. What risks are you covered for?

In the event of your death or if you become **Permanently Disabled** while you are insured under this Plan, we will settle the outstanding balance of the Covered Credit Facility, as at the date of the Covered Event, up to the maximum specified cover amount stated in the Plan Schedule.

If you are **Retrenched** during the period of insurance, we will pay the minimum monthly instalment as specified in the Plan Schedule. A maximum of 2 claims for Retrenchment will be allowed, provided that the claim is not related to the same Retrenchment or not with the same employer or within 6 months of last claim.

If you become **Temporarily Disabled**, we will pay the minimum instalment as specified in the Plan Schedule. We will pay the amounts on the due dates of the instalments, starting on the first due date after the date when the claim arose. If we, in our sole discretion, find that you are still temporarily disabled after paying the first 6 instalments, we will continue to make similar payments for a maximum period of another 6 months while you are temporarily disabled. A maximum of 2 claims for Temporary Disability will be allowed, provided that the claim is not related to the same Temporary Disability.

We are entitled to request confirmation of your employment or medical status as we deem fit at any time in any form to confirm your continued unemployment or temporary disablement.

"Disability or Disabled" means your total incapability, in our reasonable opinion, based on medical evidence, due to injury or illness to engage for remuneration or profit in the occupation you had on the date you became disabled. This can either be:

- **"Permanent or Permanently"** – Disability must be permanent and continuous; or
- **"Temporary or Temporarily"** – Disability must be temporary for more than a month but shall exclude Permanent Disability.

"Retrenchment" means your forced termination from employment under section 189 and/or 189A of the Labour Relations Act, in respect of adverse business conditions, the liquidation of the company, the introduction of new technology and/or the re-organisation of the business resulting in staff reductions. You shall be regarded as retrenched if you remain unemployed.

Any arrear amounts that became payable by you after the date of your Death, Permanent or Temporary Disability or Retrenchment will not be paid by us. In the event of Death, Permanent or Temporary Disability or Retrenchment, we will not pay any arrears amounts (arrear instalments or interest on arrear instalments or any arrear fees or charges).

4. What are the exclusions (when will you not be covered)?

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

Death, Permanent or Temporary Disability if:

- The claim arose within 12 months of the Start Date of this Plan, resulting in Death or Disability from a condition, physical defect, illness, injury or Disability that you were aware of and/ or received medical advice or treatment for during the 12 months prior to the Start Date of this Plan;
- The claim is in any way related to suicide within the first 12 months of the Start Date of this Plan; or
- The claim is in any way related to active participation in war, invasion, act of foreign enemy, hostilities or warlike operations (whether war has been declared or not), civil war, military uprising, military or usurped power, martial law, insurrection, rebellion or revolution;

Retrenchment if:

- Your employment ended within 90 calendar days from the Start Date of the Plan;
- You were aware that you would be Retrenched at the time of applying for the Credit Facility; or
- Your employment ended because you resigned, accepted voluntary retrenchment, if a non-renewable or renewable fixed term contract or a contract of a temporary or casual nature is not renewed, were medically boarded or because of any form of retirement or any other dismissal your contract of employment other than Retrenchment as defined above.
- Your loss of income is directly or indirectly associated with your self-employment whether as a sole proprietor or partner in a firm or association or with a close corporation you are a member of or the company you are a director of or your employment in a family-owned business.

Any covered event if:

- The terms and conditions of this Plan are not met; or
- Any information provided upon taking out this Plan, 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.

5. When does the cover and Plan start?

The Plan and your cover starts (the "Start Date") on the day the Plan was taken out.

6. When does the cover and Plan end?

The Plan and all cover ends:

- When the Covered Credit Facility ends;
- When the Plan is cancelled;
- When you miss three consecutive premiums on the Plan;
- When you turn 70 years of age, excluding Disability and Retrenchment in which case cover ends when you turn 65 years of age;
- On the date of your Death; or
- When a claim is paid on your Permanent Disability

7. What is the premium for the Plan?

Your monthly premium will be calculated as shown in the Plan Schedule.

8. How and when to make a claim?

Notification and submission: The claimant (you, a family member, or appointed executor) must notify us of a claim as soon as possible after the event, but no later than 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 or by e-mail at Tel: 087 736 7775; E-mail: fnblifeclaims@fnb.co.za.

Documentation: You can request claim forms, documentation or information from us by using the contact details provided above. The claimant must provide us with all documents, reports and information necessary to assess the

claim. We reserve 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. We reserve the right to request a second opinion from a medical practitioner of our choice at our own expense. The medical practitioner's report will be final and binding.

If we reject your claim: You have 90 calendar days to lodge your objection in writing. We 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. 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 180 calendar days of your receipt of our final decision. This 180 calendar day period is in addition to the 90 calendar days referred to above.

9. General Terms and Conditions

This Plan does not have any surrender or paid up value. Money cannot be borrowed against this Plan and no money will be paid out if the Plan is cancelled. The Plan may not be used as security for a loan other than the Covered Credit Facility.

You may increase and decrease your Facility Limits on the Covered Credit Facility. If your Facility Limit increases, the cover in excess of previous facility limits will be subject to the Exclusions in clause 4 above.

Reviews and Cancellations: Either party can cancel the Plan telephonically or in writing by giving a 31 calendar days' notice. You may cancel the Plan at any time. You may have to provide a replacement insurance policy in terms of the Covered Credit Facility if you want to cancel this Plan.

30 calendar day cooling off period: If you have not claimed and you end the Plan in the first 30 calendar days from the Start Date of this Plan, we shall refund any premium paid.

We have the right to change or cancel the Plan, benefits, premiums and/or eBucks rewards for any reason, including but not limited to:

- Complying with legislation or other rules applicable to this Plan;
- Ensuring the Insurer's reputation remains intact and/or is not compromised;
- Products/plans no longer remaining financially feasible for the Insurer. This may be applicable to a product line and/or an individual policy;
- Undesirable and/or criminal activity.

In addition, we may place the Plan on hold and/or refuse any transaction, instructions or take any other action that we consider necessary to comply with the law and prevent or stop undesirable and/or criminal activity.

We will notify you via post, SMS, email or any other means at least 31 days before we make any changes or cancellations.

Any legal issues will be decided in accordance with South African Law.

It is your obligation to accurately and properly disclose all material facts. You remain responsible for the accuracy and completeness of all answers, statements or other information provided by you or on behalf of you. Misrepresentation, non-disclosure of a material fact or an incorrect or inaccurate statement or information by you or on your behalf may lead to the rejection of a claim or the cancellation of this Plan and no refund of any premiums.

You are entitled to a copy or written or printed record of your policy and any transaction requirement upon your request.

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

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

10. Regulatory Disclosures

Product Supplier and Underwriter: FirstRand Life is a licensed 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: First National Bank ("FNB"), a division of FirstRand Bank Limited, an authorised financial services provider (FSP No. 3071); Registration No. 1929/001225/06; 3rd floor, 1 First Place, Simmonds Street, Bank City, 2001; PO Box 1153, Johannesburg, 2000; (visit the FNB website); Tel: 087 575 9404; E-mail: fnblife@fnb.co.za.

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.

A Financial Services Provider in terms S3A(2)(a) of the FAIS General Code of Conduct is required to have a Conflict of Interest Policy. A copy of the FirstRand FAIS Conflict of Interest Policy, that also covers this FSP, can be found at <https://www.firststrand.co.za/investors/governance-and-compliance/>

11. 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. You can contact the FirstRand Life compliance officer on Tel: 087 736 7775; Email: insurancepillarcompliance@fnb.co.za.

Financial Services Provider Complaints: If you have any complaint about the financial services provider, FNB, or how the Plan was sold to you, you can contact the Complaints Call Centre at Tel: 087 575 9408 ; Email care@fnb.co.za. You can contact the FNB Compliance Officer on Tel: 011 371 7953.

Unresolved Complaints: If we still dispute or reject your claim and you are not satisfied with the reasons provided for such rejection or if you have any unresolved dispute about this Plan, you may refer the matter to the Ombudsman for Long-term Insurance: Third Floor, Sunclare Building, 21 Dreyer Street, Claremont, Cape Town, 7700; Private Bag X45, Claremont, 7735; Tel: (021) 657 5000; Fax: (021) 674 0951; Email: info@ombud.co.za; Website: www.ombud.co.za.

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 Physical address: FAIS Ombudsman Kasteelpark Office Park, 2nd Floor, Orange Building, Cnr Nossob & Jochemus Streets, Erasmuskloof, Pretoria; PO Box 74751, Lynwood Ridge, 0040; Tel: (012) 762 5000;

Fax: (086) 764 1422; Email: info@faisombud.co.za; Website: www.faisombud.co.za.

11. FirstRand Privacy Term and Privacy Notice

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.
- To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our Platform (for example our banking app or website) or contact us to request a copy.
- In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties

(authorised agents and contractors), when such parties are acting as responsible

parties or operators in terms of applicable privacy laws, unless stated otherwise.

- By accepting these Terms and Conditions or by utilising any products or services (“Solutions”) offered by us, you acknowledge that in order to:
 - Conclude and fulfil contractual terms or obligations to you;
 - Comply with obligations imposed by law; or
 - To protect or pursue your, our, or a third party’s legitimate interests, including offering solutions that best meet your needs; your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.
- Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- For the purposes of these Terms and Conditions the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.