

# **FIRSTRAND BANK LIMITED CARD SCHEME**

## **Agreement between the Bank and the Cardholder**

FirstRand Bank Limited is a registered Bank, registration number 1929/001225/06. This agreement sets out the terms and conditions of the Bank's credit card scheme, your rights and obligations as a cardholder and the rights and obligations of the Bank. **When you use the credit card, this will be taken as your acceptance of the terms and conditions in this agreement.**

### **Sections of this Agreement**

**Section A:** Credit Card Conditions of Use  
**Section B:** Account Finance Charges and Fees

**Section C:** The eBucks rewards programme  
**Section D:** Value-add services

#### **Section A: Credit Card Conditions of Use**

##### **1. Issue of the card**

- 1.1 The issue of the card is subject to the terms and conditions of our credit card scheme as published by us from time to time.
- 1.2 The card remains our property always and you must return it to us immediately on our request.
- 1.3 The credit card is a Visa-branded card, issued by us under licence of Visa.

##### **2. Use of the Card**

###### **2.1 General obligations when you use the card**

- 2.1.1 Only you may use the card. You must ensure that no one else uses the card.
- 2.1.2 When you receive the card, you must sign the back of the card in ink immediately.
- 2.1.3 When the card is issued to you, you will be given a PIN, which you may change at your discretion at any FNB ATM. -
- 2.1.4 When a card has been reissued to you, the PIN you used for your previous card will still be valid. You may change this PIN at any FNB ATM.
- 2.1.5 You must keep the card safe and the PIN secret and separate from the card.
- 2.1.6 The PIN will enable you to draw cash, transfer funds, make local deposits, make purchases (if required by the merchant) and otherwise operate the card at ATMs.
- 2.1.7 You must only use the card in the period dated on the front of the card, unless it is cancelled before the expiry date in terms of Clause 13. After this period the card will be invalid.
- 2.1.8 You must not use the card for any illegal transactions. It is your responsibility to determine that a transaction is lawful before you use the card.
- 2.1.9 When the 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.
- 2.1.10 You must sign a cash withdrawal voucher when using the credit card to draw cash other than from an ATM.
- 2.1.11 If the transaction takes place by mail order, telephone order or other access channel you will be asked for certain card related information before you may use these channels to transact.

###### **2.2 Credit Card**

- 2.2.1 You may make purchases on the credit card at merchants who accept Visa or Visa Electron branded credit cards (as applicable depending on your card type).
- 2.2.2 You may not use the credit card for fuel and fuel-related purchases in South Africa.
- 2.2.3 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.
- 2.2.4 If you use the credit card outside the Common Monetary Area, you must comply with applicable Exchange Control Regulations.
- 2.2.5 We must report transactions that occur outside the Common Monetary Area to the South African Reserve Bank.
- 2.2.6 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 posting the

transaction to your account. The transaction will appear on your account statement in Rand.

- 2.2.7 Use of the card to access and transact over our other delivery channels like electronic banking is subject to the terms and conditions of such other channels.

###### **2.3 Petro Card**

- 2.3.1 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.
- 2.3.2 You may also use the Petro Card to pay for motor vehicle repairs and vehicle maintenance services.
- 2.3.3 You may only use the Petro Card in the Common Monetary Area.
- 2.3.4 You may link the Petro Card to your credit card account or the card may be linked to a separate Petro Card account in your name.

###### **2.4 General information**

- 2.4.1 We will not be liable:
  - If a merchant refuses to accept or honour the card;
  - If we do not authorise a transaction. You understand that it is our decision to authorise a transaction.

##### **3. Unauthorised use of the card**

- 3.1 You must take all reasonable steps to prevent any unauthorised use of the card and PIN.
- 3.2 You must notify our Card division immediately by contacting the Lost Card number shown on your monthly statement, if you discover that the card has been lost or stolen or an ATM has not returned the card or the card details or your PIN have been compromised.
- 3.3 Lost Card Protection (LCP) is included in your annual card fee and will protect you against unauthorised and fraudulent use of the card, except for PIN-based transactions, if the card is lost or stolen.
- 3.4 Provided you were not negligent in safeguarding the card or in reporting the card lost or stolen, you will not be liable for unauthorised and fraudulent transactions that occur on the card as a result of the loss or theft, except for PIN-based transactions.
- 3.5 If you are negligent in reporting the card lost or stolen or in safeguarding the card, you will not be covered for LCP and will be responsible for all unauthorised and fraudulent use of the card.
- 3.6 Any delay in reporting the card lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 3.7 Any unauthorised transaction made by using the card and PIN, or solely with the PIN, will not be covered by us and will be your sole responsibility.

##### **4. System Malfunctions**

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

## **5. Authority to debit your account**

- 5.1 Each time you use the card or the card details to make a purchase or cash withdrawal, we will debit your account with the amount of the purchase or cash withdrawal.
- 5.2 You must repay us for all payments that we have made or will make to a merchant for any purchase or cash withdrawal.
- 5.3 All payments we 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.
- 5.4 A dispute between you and any merchant will not affect our right to debit your account and receive payment.

## **6. Your credit limit**

- 6.1 We decide the credit limit on the account and you must ensure that you and any additional cardholders do not exceed this limit.
- 6.2 We may, within our sole discretion and at any time, reduce or increase the credit limit allocated on your account.
- 6.3 You may apply for an increase to your credit limit.
- 6.4 You are responsible for managing the credit limit on your account.
- 6.5 We may refuse to authorise purchases and cash withdrawals if you have exceeded the credit limit.
- 6.6 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.

## **7. Interest**

### **7.1 When we will charge interest on accounts which have an interest-free period ("Platinum", "Gold", "Silver" and "Credit" accounts).**

- 7.1.1 If your account has an interest-free period, you will not be charged interest on purchase transactions during this period.
- 7.1.2 Certain transactions, as set out in clause 7.3, will always attract interest from the date of the transaction.
- 7.1.3 Your monthly statement will show:
- The full outstanding amount which you owe us and
  - The due date by which you must pay this amount.
- 7.1.4 If you pay the full outstanding amount on or before the due date shown on your monthly statement, no interest will be charged on your account, except for those transactions in clause 7.3 where interest would have been charged from date of transaction.
- 7.1.5 If you do not pay the full outstanding amount on or before the due date shown on your monthly statement, you will be charged interest, from the date of each transaction on your account, on both the statement balance and on any new purchases made on the card (in other words, you will lose the interest-free period on these new purchases).
- 7.1.6 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 account, until you have settled the full outstanding amount you owe us.
- 7.1.7 Once settled in full, we may, within 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 statement.

### **7.2 Debit interest calculation**

- 7.2.1 Debit interest will be calculated daily, and capitalised and charged to your account monthly.
- 7.2.2 Debit interest will be calculated at the rate decided by us from time to time as shown on your monthly statement, but will not exceed the maximum permissible annual finance charge rate allowed under the Usury Act.
- 7.2.3 Debit interest will be calculated and capitalised and charged at the maximum permissible annual finance charge rate allowed under the Usury Act when this agreement and/or your right to use the card and/or your credit facility ends.

### **7.3 Transactions that will always attract interest immediately**

- 7.3.1 Interest will be charged immediately, from the transaction date, for the following transactions, unless there is a sufficient credit balance in your account to settle the transaction amount:
- Cash withdrawals with the credit card;
  - Travellers cheque purchases with the credit card;

- Electronic funds transfers which result in a debit balance on your account;
- All budget facility transactions;
- Fuel or fuel-related transactions on the Petro Card.

## **7.4 Credit interest on your account**

- 7.4.1 You will earn interest on any credit balance on your account.
- 7.4.2 Credit interest will be calculated daily averaged over the full statement period and will be credited to your account monthly.
- 7.4.3 Credit interest rates may be tiered in which case the tiered rates will be shown on your monthly statement.

## **8. Budget facility**

- 8.1 We may, in our sole discretion, make the budget facility available to you.
- 8.2 The budget facility entitles you to pay for transactions over an extended period as stipulated by us.
- 8.3 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 statement.
- 8.4 If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.
- 8.5 You may make additional payments to your budget account without penalty.

## **9. Additional Cards**

- 9.1 Additional cards linked to your account may be issued to other people who you have chosen to be given a card. These people are referred to as additional cardholders.
- 9.2 The issue of additional cards will not change the credit limit on your account.
- 9.3 It is your responsibility to ensure that the additional cardholder complies with the terms of this agreement.
- 9.4 Transactions made by additional cardholders using the additional card, and interest and fees and charges relating to the additional card, will be debited to your account or the additional cardholder's account (as applicable, depending on your account structure).
- 9.5 You will be liable for all amounts owed on the additional card. This means that we will recover the full amount owed to us on the additional card from you.
- 9.6 You may only end the additional cardholder's right to use the card if you tell us in writing that you wish to end the additional cardholder's rights and ensure the additional card is destroyed. When destroying the additional card, you must cut through the magnetic stripe and card number so that the card cannot be used again.
- 9.7 We may disclose to you any confidential information relating to the additional cardholder's account.

## **10. Additional Accounts**

- 10.1 Additional Accounts may be opened in the name/s of individual/s as nominated and authorised by you. These individuals are called additional accountholders and will be issued with cards in their name/s.
- 10.2 The additional account will be allocated its own credit limit.
- 10.3 We will send the additional accountholder monthly statements in respect of the additional account.
- 10.4 Transactions made by the additional accountholder with the card, and interest and fees and charges relating to the additional card, will be debited to the additional accountholder's account.
- 10.5 Both you and the additional accountholder will be jointly and individually liable as co-principal debtors for all amounts owed on the additional account. This means that we may recover the full amount owed to us on the additional account from you and/or the additional accountholder.

## **11. Statements, Payments, Deposits**

### **11.1 Monthly statement**

- 11.1.1 We will send you a monthly statement that will show your transactions for the month, the full amount owed to us, the minimum amount due to us and the due date by which this amount must be paid.
- 11.1.2 Unless you let us know in writing within thirty (30) days of the statement date that there is an error on the monthly statement, the statement sent to you will be final and binding.

- 11.1.3 Should you not receive your monthly statement, you must bring this to the attention of our Card Division.
- 11.1.4 If any transaction is incorrectly disputed, interest will accrue in the normal course on the transaction amount.
- 11.1.5 When this agreement and/or your right to use the card and /or your credit facility ends, you will no longer receive your monthly statement.

## **11.2 Payments and deposits**

- 11.2.1 You can pay the full outstanding amount on or before the due date shown on the monthly statement. Alternatively, you may pay the outstanding amount over an extended period, but you must pay at least the minimum monthly instalment by the due date shown on the monthly statement.
- 11.2.2 Your payment 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 to have gone through only once we receive the payment at our Card Division's offices in Johannesburg. Please allow for this when making your payment.
- 11.2.3 All payments we receive will be credited as applicable, first to expenses incurred by us in collecting any amount you owe us, then to charges and fees, then to interest, and lastly to the transaction amount.
- 11.2.4 If a payment is sent to us by post, we will only be obliged to credit your account when we receive the payment at our Card Division's offices 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 our Card Division's offices in Johannesburg.
- 11.2.5 If a cheque is deposited into your account, the proceeds of the cheque will only be available as cash when the drawer's bank has honoured the cheque irrespective of the cheque clearance period. If the cheque proceeds are made available on your account prior to the cheque being honoured, we are entitled to debit your account with the amount of the cheque proceeds and any associated interest if the cheque is subsequently dishonoured by the drawer's bank for whatever reason.

## **12. Balance transfer option**

- 12.1 We may offer you a facility to transfer other debt you may have onto your budget account.
- 12.2 We will determine the amount to be transferred ("the transfer amount"), the minimum repayment period and the applicable interest rate, which will apply to the transfer amount. We will tell you the amount, minimum repayment period and applicable interest rate when the transfer facility is offered to you.
- 12.3 We may 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 honour 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.
- 12.4 The amount transferred to your account will show on your monthly statement.
- 12.5 The agreed transfer amount will be paid into your nominated cheque or FNB credit card account. It will be your responsibility to use the transfer amount to honour any other obligations you may have.
- 12.6 You will be responsible for closing the account to which the balance is transferred, if you wish to close that account. The amount transferred will be deducted from your available credit on your budget account.
- 12.7 We do not guarantee the time period within which the transfer will be effected and we will not be responsible for any finance charges you may incur on any of your accounts prior to the transfer of the amount to your budget account.

## **13. Amendments to these terms and conditions**

- 13.1 You may not amend any of these terms and conditions.
- 13.2 We may, within our sole discretion and at any time, amend these terms and conditions.
- 13.3 We will inform you of any amendments by sending you a notice of amendment or by sending you the amended terms and

conditions or by setting out the amendments on your monthly statement.

- 13.4 We may inform you of such amendment electronically and give you details of how to access the amended terms.
- 13.5 The amendments will be binding on you and will form part of these terms and conditions 21 days after we have sent you the amendments.
- 13.6 If you are dissatisfied with the amendments, you have the right to end this agreement before the end of the 21-day period, in which case, the provisions of clause 13.4 shall apply.

## **14. Ending this Agreement**

- 14.1 We may, within our discretion, end this agreement and/or your right to use the card and/or your credit facility. We will inform you of the reason for ending this agreement and/or your right to use the card and/or your credit facility.
- 14.2 Our right to act under clause 14.1 will typically be exercised if you do not pay us any amount due on time or at all, if you breach any term of this agreement, if there is fraud or we suspect there may be fraud on your account, or if your estate is provisionally, or finally sequestrated or placed under administration, or if we are compelled to do so by law.
- 14.3 You may, at any time, end this agreement.
- 14.4 When this agreement and/or your credit facility and/or your right to use the card ends, your full indebtedness to us will immediately become due and payable. You must then pay us the full amount outstanding on your account and destroy the card. Please note that when destroying the card, you must cut through the magnetic stripe and card number so the card cannot be used again.
- 14.5 Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.

## **15. Where and how we may contact each other**

- 15.1 We may send you necessary account information by post, fax, e-mail, SMS message or other similar technology.
- 15.2 Your monthly statement will be sent to your chosen postal address or e-mail address, which you gave to us on application or during the currency of this agreement.
- 15.3 You must supply us with your correct e-mail and postal addresses. We will not be responsible if your statement and other related information is sent to the wrong postal or e-mail address.
- 15.4 If you do not wish to receive your statement via e-mail, you must inform us of this and we will exclude you from the e-mail statement service.
- 15.5 Formal legal notices and summonses will be served at the residential address given on application or during the currency of this agreement, which address you choose as your domicilium citandi et executandi.
- 15.6 You should send all formal legal notices and summonses to us at the following address which we choose as our domicilium citandi et executandi:  
FNB Card Division, 3 First Place, Bank City, Corner Jeppe and Simmonds Streets, Johannesburg, 2001.
- 15.7 If any of your addresses change, you must notify us immediately of such change, either by e-mail or by calling our Card Division on the telephone number shown on your monthly statement.
- 15.8 Any correspondence we send to you will be considered to have arrived within seven days of posting.
- 15.9 Any correspondence sent to you by fax or by e-mail will be considered to have arrived on the day that it was sent. Where this day is a Saturday, Sunday or public holiday, the correspondence will be considered to have arrived on the next business day.

## **16. Information consent**

- 16.1 You agree that we may:
- Perform a credit search on your credit profile with a registered credit bureau when assessing the card application;
  - Check your payment behaviour, at any time, by researching your profile at one or more registered credit bureaux;

- Disclose and record the existence of your account and how you have conducted your account with one or more credit bureaus. Other credit grantors may access this information when assessing your credit application with them.

## 17. Request for Information

17.1 You may request information in respect of only your card account from us either in writing or by calling our Card Division on the telephone number shown on your monthly statement.

## 18. Usury Act No. 73 of 1968, as amended

18.1 It is recorded for the purposes of Section 3 of the Usury Act, that at the time of concluding this agreement, the following information is not known or determinable:

- The amounts that we will lend to you;
- The amount of the principal debt;
- The nature or amount of other charges;
- The amount of the finance charges expressed as an annual finance charge rate or other charges in Rands and Cents;
- The number of instalments, the amount of each instalment and the date on which each instalment is payable.

## 19. Other important terms

- 19.1 You must keep us informed of any changes to your financial situation.
- 19.2 We may in law set off any amount that we owe you, or that appears as a credit in any account you have with us, against any amount that you owe us on your account at any time.
- 19.3 You may not refuse to pay any amount owing to us in respect of your account on the basis that you may have another claim against us.
- 19.4 If we need to take legal action against you to recover what you owe us, one of our managers or officers will produce a certificate to the Court, recording the amount owed to us and that this amount is due and payable. If you disagree with this certificate you will need to prove to the Court that the certificate is incorrect. We do not need to prove the appointment of our manager or officer.
- 19.5 If your account goes into arrears, you will be liable for all legal fees, on the attorney and own client scale, including collection commission and tracing fees.
- 19.6 You agree that any action brought against you to recover the money that you owe us may be brought in the Magistrate's Court, even if the amount that we claim from you exceeds the jurisdiction of the Magistrate's Court.
- 19.7 You must immediately notify us if you are under an administration order, become insolvent or have any other form of legal disability.
- 19.8 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.
- 19.9 A concession that we may give you, will not affect our rights against you in terms of this agreement.
- 19.10 South African law will govern this agreement.
- 19.11 These terms and conditions, as amended by us from time to time, together with any application form signed by you and any additional cardholder (if applicable) or the application information supplied to us telephonically or by fax or by e-mail, together with the eBucks programme (if applicable) and Value-add services terms and conditions, form the whole agreement between us.
- 19.12 The headings in this agreement will not affect the interpretation of it.
- 19.13 You shall not be entitled to defer payment or refuse to make payment of any amounts payable by you in respect of your account, on the basis that you have a claim or query regarding any of the services provided for in Sections C and D of this agreement.

## Section B: Account charges and fees

### 20. Finance Charges and Fees

20.1 We will charge you and debit your account with finance charges, account service fees and card ledger fees.

- 20.2 The finance charges, account service fees and card ledger fees are not negotiable.
- 20.3 Finance charges may include interest, additional finance charges, fees incurred from a money-lending transaction and fees for the recovery of the debt if you default.
- 20.4 Ledger fees are fees associated with the issue and use of the card and may include:
- An annual card fee, which we will charge for each year or part of a year, whether or not you use the card. The annual card fee covers the costs of, amongst others, the following services that we may render to you, as amended from time to time:
  - Monthly statements,
  - Credit card production and replacement,
  - Credit card delivery and handling (other than personal delivery),
  - Stationery associated with credit card delivery such as card carriers,
  - Stationery used to mail the PIN,
  - Lost Card Protection
  - Comprehensive Global Travel Insurance when you use your credit card to buy travel ticket/s (public conveyance) in South Africa,
  - AA Emergency Roadside Assistance which is automatically included on the Petro Card,
  - *inContact* which is an optional messaging service via SMS and/or e-mail that enables you to track transactions on your credit card account.
  - An over limit fee which we will charge whenever you exceed the credit limit on your account;
  - A late payment fee, which we will charge if you pay your account after the due date for payment shown on your monthly statement and
  - Other fees associated with the issue and use of the card.
- 20.5 Account service fees may include:
- A cash deposit fee, which will be charged when you deposit cash into your account or pay your account in cash;
  - ATM related fees;
  - Electronic banking fees;
  - A currency conversion fee for transactions which take place outside the Common Monetary Area.
- 20.6 Please note the list of the specific fees mentioned is not exhaustive. You may get a copy of our full current pricing from any FNB Outlet, or by contacting our Card Division, or on our web site, [www.fnb.co.za](http://www.fnb.co.za).
- 20.7 Fees and charges are reviewed annually. We will send our full pricing list to you in our annual pricing notice.
- 20.8 Once debited to your account, fees and charges are non-refundable and will not be reversed.

## Section C: eBucks rewards programme ("the programme")

### 21. Your participation in the programme

- 21.1 We are an earn-partner of the programme, which allows you to link the card to the programme and earn eBucks on qualifying purchase transactions on the card.
- 21.2 These terms and conditions must also be read with the terms and conditions published on the eBucks.com web site. If there is any conflict between the two, the terms and conditions on the eBucks.com web site will prevail.
- 21.3 The programme is owned, run and managed by New Bucks Operations (Pty) Ltd, trading as eBucks.com.
- 21.4 To earn eBucks when you use the card, you must link the card to the programme.
- 21.5 We may, within our discretion, include or exclude any card from taking part in the programme.
- 21.6 If your account is in arrears your participation in the programme will automatically end on the date your account becomes in arrears.

### 22. Earning eBucks

- 22.1 You will earn eBucks on qualifying transactions that is purchase transactions on the card, subject to clause 21.3.
- 22.2 You can also buy eBucks through the card or earn eBucks through any of our other products, which you have linked to the programme.
- 22.3 You will not earn eBucks on certain transactions as notified by us from time to time, including ATM transactions, any

- Internet and electronic banking transaction, fuel and fuel-related purchases, travellers' cheque purchases and cash withdrawals, as these are excluded from the programme.
- 22.4 You will also not earn eBucks on finance charges, account service fees and ledger fees or on any government tax debited against your account.
- 22.5 We may change the eBucks earn model (that is, how many eBucks you will earn for each Rand spent on qualifying transactions). We will give you reasonable notice of such change.
- 22.6 We may also, within our discretion, set a "spend threshold" on your account. This means that you will have to perform qualifying transactions above the threshold to start earning eBucks.
- 22.7 We will display the total eBucks you earn through the card under your account profile on the eBucks.com web site, www.ebucks.com. This will be the sole record of eBucks earned. You may also enquire about the eBucks you have earned via the eBucks HotLine.
- 22.8 You must ensure the eBucks displayed under your account profile on the eBucks.com web site are correct. You must bring any errors to our attention in writing within thirty (30) days after we display the eBucks under your eBucks account profile.
- 22.9 We have the right to reverse eBucks accumulated by you through use of the card, if the eBucks were awarded in error, or accumulated as a result of ineligible transactions.
- 22.10 We may also reverse any eBucks earned while your account was in arrears.

### **23. Spending eBucks**

- 23.1 You may spend your eBucks at an eBucks.com spend-partner or at the eBucks shop on the eBucks.com web site.
- 23.2 When you spend your eBucks you will contract directly with the spend-partner concerned and we will not be liable for any damages you may suffer due to non-performance by the spend-partner concerned.
- 23.3 You may transfer your eBucks to another eBucks member, but eBucks may not be converted into cash.

### **24. Amendments to the programme's terms and conditions**

- 24.1 We may amend the programme's terms and conditions but we will give you reasonable notice of the changes.
- 24.2 We will inform you of these changes either by a statement message or on the eBucks.com web site or by sending you the changed terms and conditions.
- 24.3 eBucks.com may also amend the programme terms and conditions. eBucks.com will publish changes on the eBucks.com web site.

### **25. End or suspension of the programme**

- 25.1 We may end or suspend our participation as a partner in the programme on reasonable notice to you.
- 25.2 You will not lose the eBucks earned up to the date we end or suspend our participation in the programme.

### **26. Fee for linking you to the programme**

- 26.1 We will charge you and debit your account with an annual fee to link you to the programme.
- 26.2 We will charge this fee on each card linked to the programme.

## **Section D: Value-add services**

### **27. Comprehensive Global Travel Insurance (Automatically included on the credit card)**

#### **27.1 Benefits Summary**

- 27.1.1 This is a summary of the terms, conditions and exclusions of the Travel Policy.
- 27.1.2 You must get a copy of the Travel Policy before your journey.
- 27.1.3 The Travel Policy is available on our web site, www.fnb.co.za, or you may contact the Global Travel Helpdesk who will send the Travel Policy to you.

- 27.1.4 The benefits under the Travel Policy are automatically available when you buy a travel ticket (public conveyance) in South Africa using the credit card.
- 27.1.5 As certain credit card products may be excluded from the benefits, you must contact the Global Travel Helpdesk before you purchase your travel ticket with your card, to find out which products are excluded.
- 27.1.6 The benefits under the Travel Policy are available to cardholders up to and including the age of seventy five (75) years.
- 27.1.7 The benefits under the Travel Policy will be available for the first ninety (90) days of your journey or until you reach the final destination set out on your travel ticket, whichever occurs first.
- 27.1.8 International SOS (Pty) Ltd ("International SOS") provides emergency assistance while you are travelling overseas. If you need assistance you may contact International SOS on the telephone number supplied by us. You may "reverse-charge" your call to International SOS from anywhere in the world.
- 27.1.9 International SOS must approve medical expenses when they are incurred.
- 27.1.10 The benefits for children under sixteen (16) years old are limited under the Personal Accident Section of the Travel Policy.
- 27.1.11 The maximum known accumulation in respect of any benefits payable in respect of any one accident or series of accidents shall be limited to R10 000 000 (10 million Rand) per travel ticket debited to a valid credit card issued by FirstRand Bank Limited (which has been specifically nominated by the bank).
- 27.1.12 The maximum known accumulation in respect of any benefits payable in respect of any one accident or series of accidents under the Personal Accident section shall be limited to R5 000 000 (5 million Rand) per valid credit card issued by FirstRand Bank (which has been specifically nominated by the bank).
- 27.1.13 The benefits are summarised in the table of benefits below but these are subject to change on reasonable notice to you.

#### **27.2. Medical Conditions excluded under the Travel Policy**

- 27.2.1 Pre-existing illness where you received medical advice or treatment six (6) months prior to starting your journey.
- 27.2.2 Chronic, recurring or continuing illness.
- 27.2.3 Acute or chronic psychiatric, psychological or emotional conditions, suicide, self-inflicted injury, alcohol, drugs and narcotics abuse.
- 27.2.4 Cardiac, cardiovascular, vascular and cerebro vascular illness for persons sixty five (65) years or older.
- 27.2.5 Physiotherapy and chiropractic charges over R1000-00 (one thousand Rand), except while you are in hospital.
- 27.2.6 Sexually-transmitted diseases.
- 27.2.7 Human Immunodeficiency Virus ("HIV") and HIV-related illness including Acquired Immune Deficiency Syndrome (AIDS) and any derivative or variation of it, however caused.
- 27.2.8 Pregnancy, childbirth, abortion, miscarriage, obstetrical procedures.

#### **27.3 Other Travel Policy exclusions**

- 27.3.1 If you travel in a public conveyance as a non-fare paying passenger.
- 27.3.2 If your journey is for emigration purposes.
- 27.3.3 If your loss, damage, death, injury, illness, disablement or expense is caused by:
- Your participation in professional sports or as a national representative in competitive sporting activities;
  - Your participation in dangerous activities, hobbies, interests or sports as set out in the Travel Policy;
  - 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 R1 000 (one thousand Rand).
- 27.3.4 Claims for treatment by homeopaths, naturopaths, reflexologists, or any other alternative medicine.

- 27.3.5 If you incur expenses for travelling abroad to seek medical treatment.
- 27.3.6 If you incur medical expenses after completion of your journey.
- 27.3.7 Please note, no consequential loss cover is available under the Travel Policy.

**28. AA Emergency Roadside Assistance  
(Automatically included on the Petro Card)**

**28.1 Benefits summary**

- 28.1.1 The AA Emergency Roadside Assistance benefits ("the benefits") are available to valid Petro Card holders.
- 28.1.2 If your Petro Card account is in arrears, we will suspend the benefits until you restore your account to an acceptable status.
- 28.1.3 The benefits apply to motor cars, four-by-four vehicles and light commercial vehicles with a carrying capacity of not more than 1.5 tons.
- 28.1.4 The benefits are available in the Republic of South Africa only.
- 28.1.5 The benefits are not transferable.
- 28.1.6 The benefits are available if the vehicle breakdown is caused by mechanical or electrical failure only. If the vehicle is involved in an accident you may contact our dedicated AA call centre number but all services rendered by the AA will be for your own account.

**28.2 How the benefits work**

- 28.2.1 The benefits must be arranged through our dedicated AA call centre telephone number only.
- 28.2.2 The AA will tow the vehicle to the nearest repair centre. Towing benefits are limited to a maximum of five hundred Rand (R500).
- 28.2.3 When the breakdown happens more than one hundred (100) kilometres away from your home the AA will pay for one of the following costs up to a maximum of five hundred Rand (R500):
  - Vehicle hire charges to the approved hirer for costs you incur in reaching your destination or home; or
  - Alternate accommodation; or
  - Repatriation costs for you to collect your vehicle.
- 28.2.4 Where the hired car is kept longer than the initial period authorised by the AA, you must enter a new contract with the car hire company for the extended period and you must pay the extra charges incurred.
- 28.2.5 The choice of car and car hire company is subject to availability. Car hire is subject to all requirements of the car hire company, including deposits for collision damage waiver, insurance and fuel.
- 28.2.6 Accommodation or repatriation benefits are available only when the breakdown happens more than one hundred (100) kilometres from your home or normal base address.

- 28.2.7 The choice of hotel accommodation is subject to availability. The AA will only be responsible for accommodation costs. You must pay for extra costs, such as laundry, mini-bar, videos and meals directly to the hotel before you leave.
- 28.2.8 The AA will pay for locksmith services up to two hundred and fifty Rand (R250) 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.
- 28.2.9 The AA will not pay for storage fees, replacement parts or their transport, vehicle repairs, charges for help arranged directly by you, charges for help given by a private person.

**28.3 Other important information**

- 28.3.1 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. We similarly do not accept this liability.
- 28.3.2 The AA will help in any way possible to resolve disputes with AA appointed contractors where loss or damage happened while the vehicle was in the care or control of these contractors.
- 28.3.3 Where the vehicle is towed, the AA accepts no responsibility for the safekeeping or transport of the load, which will have to be removed from the vehicle before towing.
- 28.3.4 The AA reserves the right to refuse any service or benefit where the AA service is being abused, used fraudulently or is no longer valid.

**29. inContact  
(Optional service available on the card)**

- 29.1 *inContact* is a messaging service, which enables you to track your financial transactions on your account.
- 29.2 You will receive real-time confirmation by SMS and/or e-mail of deposits into your account, electronic transfers, withdrawals and purchases, which will be sent to your nominated cellphone number or e-mail address.
- 29.3 You are responsible for ensuring that we have your correct cellphone number and e-mail address at all times.
- 29.4 We will not be held responsible if an SMS and/or e-mail is sent to the incorrect number or address if you have not updated your records with us.
- 29.5 We cannot guarantee the accuracy or arrival time of an SMS and/or e-mail, as we are dependant on external service providers who are responsible for the delivery of the information.
- 29.6 Whilst we will use our best endeavours to ensure the integrity and content of any SMS and/or e-mail sent to you, your monthly statement will remain the sole record of your account transactions.

**Comprehensive Global Travel Insurance**  
**Table of Benefits**

Limit per travel ticket purchased using a credit card per Journey	Benefit (R)	Excess (R)
<b>Emergency Medical &amp; Related Expenses</b>		
Emergency Medical Expenses - Local	175 000	1 000
Emergency Medical Expenses - International	10 000 000	2 000
<b>Related Expenses</b>		
Medical Transportation, Evacuation & Repatriation	Included in Emergency Medical Expenses	
Visit by a family member	Included in Emergency Medical Expenses	
Return of Children	Included in Emergency Medical Expenses	
Return of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation and Return of Mortal remains	Included in Emergency Medical Expenses	
Hospital Inconvenience	200 / day – Total of 3 000	
<b>Emergency Assistance Services</b>		
Medical Referral	Service Only	
Medical Monitoring	Service Only	
Emergency Medicine	Service Only	
Medical Evacuation	Included in Emergency Medical Expenses	
Repatriation	Included in Emergency Medical Expenses	
Return of Mortal Remains	Included in Burial, Cremation and Return of Mortal Remains	
Transmission of Urgent Messages	Service Only	
Embassy Referral	Service Only	
Emergency Travel and Accommodation Arrangements	Service Only	
Legal Assistance	Included in Legal Expenses	
Bail	Service Only	
Return in case of death or imminent death of a close Relative	Service Only	
Loss of Travel Documents	Included in Loss of Cash and/or Travel Documents	
Cash advances	Service Only	
<b>Personal Accident</b>		
Personal Accident whilst on a Public Conveyance	750 000	
Personal Accident whilst not on a Public Conveyance	250 000	
<b>Cancellation and Curtailment</b>		
Cancellation of journey due to sudden death, illness or injury	10 000	500
Curtailment of journey due to sudden death, illness or injury	10 000	500
<b>Travel Delay</b>		
Travel Delay (Minimum Delay Period – 12 hours)	2 000	
<b>Personal Liability</b>	2 500 000	
<b>Hijack, Hostage or Wrongful Detention Inconvenience</b>		
Benefit per day	750	
Maximum Benefit	10 000	
<b>Legal Expenses</b>	5 000	
<b>Replacement Personnel</b>	10 000	
<b>Luggage</b>		
Luggage – lost, stolen or damaged	3 000	500
Maximum Insured Value per Item	1 000	
Luggage Delay (Minimum Delay Period – 12 hours)	2 000	
<b>Loss of Cash and/or Travel Documents</b>	1 500	500

*The above Table of Benefits is a summary of the main features of the Travel Policy.*

### **Definitions used in this Agreement**

<b>"access channel"</b>	means any form of access technology including the Internet or mobile phone technologies or Interactive Voice Response (IVR) system.	<b>"permanently disabled"</b>	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.
<b>"account"</b>	means the credit card or Petro Card account (as applicable) opened by us in your name or in the additional cardholder's name.	<b>"Petro Card"</b>	means a Petro Card that we issue to you.
<b>"additional cardholder"</b>	means the person nominated by you to be issued an additional card under your responsibility.	<b>"PIN"</b>	means the personal identification number linked to the card.
<b>"ATM"</b>	means an Automated Teller Machine.	<b>"purchase transaction"</b>	means the transaction amount charged by the supplier of goods or services purchased by the use of the card.
<b>"attorney and own client scale"</b>	means the fees which a client agrees to pay his attorney for services rendered in respect of a legal matter.	<b>"Standalone Petro Card"</b>	means a Petro Card that we issue to you which is linked to a separate Petro Card account in your name.
<b>"AA"</b>	means the Automobile Association of South Africa.	<b>"Travel Policy"</b>	means the Travel Insurance Master Policy issued to us, which provides for travel insurance for our cardholders.
<b>"card"</b>	means a Visa Credit Card or Visa Electron Credit Card or Petro Card that we issue to you.	<b>"Usury Act"</b>	means the Usury Act No. 73 of 1968, as amended.
<b>"credit card"</b>	means a Visa Credit Card or Visa Electron Credit Card that we issue to you.	<b>"Visa"</b>	means Visa International Services Association.
<b>"credit card scheme"</b>	means the credit card scheme operated by FirstRand Bank Limited.	<b>"we, us, our"</b>	means FirstRand Bank Limited, a registered bank, registration number 1929/001225/06.
<b>"Common Monetary Area"</b>	means South Africa, Namibia, Lesotho and Swaziland.	<b>"you, your"</b>	means the cardholder to whom we have issued the card.
<b>"FNB"</b>	means First National Bank, a division of FirstRand Bank Limited.		

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**FirstRand Bank Limited adheres to the Code of Banking Practice**