



# CREDIT CARD ACCOUNT AND CREDIT FACILITY

## TERMS AND CONDITIONS

Effective date 1 July 2024

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.

## CONTENTS

- 1 TERMS AND CONDITIONS APPLICABLE TO BOTH THE CREDIT CARD ACCOUNT AND CREDIT FACILITY
- 2 TERMS AND CONDITIONS APPLICABLE TO THE CREDIT CARD ACCOUNT
- 3 TERMS AND CONDITIONS APPLICABLE TO THE CREDIT FACILITY
- 4 REWARD PROGRAMME
- 5 VALUE ADDED BENEFITS AND SERVICES

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)

## SECTION 1:



### THE 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.

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

- 3.1. The Credit Card Account and/or Credit facility issued in your name is intended for your use only.
- 3.2. Your Credit Card Account and/or Credit facility must not be used for any illegal transactions or to participate in online gambling activities and for the purchase of online foreign lottery tickets.
- 3.3. You warrant to the Bank that the granting of and the use of the Credit Card Account and/or Credit facility will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently stipulate that Cardholders in whose names one or more bank credit and/or debit cards have been issued, may be permitted to make permissible foreign exchange payments for small transactions, e.g., imports over the Internet, by means of such credit and/or debit cards. You must not exceed the allowed foreign prescribed exchange limits set by the South African Reserve Bank from time to time. This dispensation does not absolve you from ad valorem excise and custom duties or from complying with the requirements imposed by Customs.

The permissible Regulatory foreign exchange limits as prescribed in the Currency and Exchanges Manual for Authorised Dealers (AD Manual), may not be exceeded. Please refer to the AD Manual stored on the South African Reserve Bank's (SARBs) website, in order to comply with the applicable foreign spending limits on your credit card.

- 3.3.1. The cardholder must keep the Credit Card and/or Petro Card safe and the PIN (if issued) secret and separate from the Credit Card and/or Petro Card.
- 3.3.2. The PIN will enable the Credit cardholder to draw cash, transfer funds (where applicable), make local deposits, make purchases (if required by the merchant) and otherwise operate the Credit Card and/or Petro Card at ATMs.
- 3.4. We are obliged to report transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.
- 3.5. Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of processing of the transaction to your Credit Card Account and/or

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



Credit facility. The transaction will appear on your monthly account statement in Rand.

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

#### **4. General obligation when you use the Credit Card and PIN**

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

#### **5. Petro Card**

- 5.1. You may use the Petro Card at selected merchants to buy fuel and fuel-related products (including Petro, 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 qualifying 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.

### **PRIVATE BANK**

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



## 6. Unauthorised use of the Credit Card, Credit Card Account and Credit Facility

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

## 7. System malfunctions

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

## 8. Authority to debit your Credit Card Account and/or Credit Facility

- 8.1. Each time you use the Credit Card or the Credit Card details to transact on your Credit Card Account and/or your Credit facility, we will debit your Credit Card Account and/or Credit facility with the amount of the purchase, cash withdrawal or transfer(s).
- 8.2. All payments we or you have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations as published on [www.visa.co.za](http://www.visa.co.za) by Visa from time to time.
- 8.3. A dispute between you and any merchant will not affect our right to debit your Credit Card Account and/or Credit facility and receive payment (if applicable).
- 8.4. We may, at our discretion, prescribe certain thresholds relating to valid dispute chargeback per cardholder. Any chargeback processed in excess to the threshold. may attract a per-transaction fee according to the pricing guide that can be found on the RMB website.

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



## 9. Additional Credit Cards

- 9.1. 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 cardholders.
- 9.2. These terms and conditions will also apply to your additional credit cardholders.
- 9.3. You must ensure that you and any additional credit cardholders do not exceed your credit limit on the Credit facility.
- 9.4. Transactions by an additional credit cardholder will be deemed to be your transactions and you will be liable for all amounts owed to us from the use of the additional card including interest, fees, and charges.
- 9.5. You may only end the additional credit cardholder's right to use the Credit Card if you tell us in writing and you must ensure that the additional Credit Card is destroyed. You can send your written notice to this address: [fnbcard@fnb.co.za](mailto:fnbcard@fnb.co.za).
- 9.6. You will remain liable for any transactions or amounts on your Credit Card Account and/or Credit facility after termination of the additional credit card.

## 10. Virtual Card(s)

- 10.1. A Virtual Card is a digital card that can be used for eCommerce transactions, in-app purchases, streaming services, subscription payments, QR payments via Scan to Pay on the RMB Banking App and contactless Tap to Pay transactions on supported Digital Wallets. The use of the Virtual Card is subject to the Virtual Card Terms and Conditions which must be read in conjunction with these terms and conditions, as well as the Remote Banking agreements, where applicable, and may be viewed on the RMB website.

## 11. Statements, Payments and Deposits

### 11.1. Account Statements:

- 11.1.1. We may provide you with the ability to view or download certain statements, if required by law, by making it available on our platform and it may be obtained by using one or more of the following interfaces or channels: Online, App, Automated Deposit Terminal (ADT), Automatic Teller Machine (ATM), Cellphone banking or at any of our branches. You may be charged for statements. **In exceptional circumstances we may email statements at your request and at your own risk.**
- 11.1.2. Your statements will reflect all the transaction on your solution for the period shown on the statement. Transactions carried out, but not yet cleared, paid, deducted from your solution will not appear on your statement for that statement period. You may view pending transactions on the App or RMB website.
- 11.1.3. Certain information, including your account balance information that is made available to you on the interfaces or channels may be delayed and may not show your recent transactions. You can confirm your account balance information by contacting us.
- 11.1.4. 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.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



- 11.1.5. You must check each entry on your statement carefully as soon as you get your statement. You must report any mistakes or transactions done without your permission to us within **30 calendar days** from the date of the statement. Our contact details are available on our Interfaces and channels. **If you do not do this, we will treat the entries and transactions shown on the statement as correct or done by you or with your permission. IMPORTANT: We will not be responsible for any loss or damage you suffer because you did not report errors or unauthorised transactions. If you do not do this, we can hold you responsible for those transactions.**
- 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. If we need to take legal action against you, one of our authorised employees whose authority need not be proved will produce a certificate of balance, which shows the amount you owe us. If you do not agree with this certificate, you will have to prove that it is wrong. If there is a dispute about any matter or record, our records certified as correct by any authorised employee whose authority need not be proved, will serve on the face of it as proof. This means it will be treated as correct unless you can prove it is wrong.

## 12. Payments and deposits

- 12.1. 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.
- 12.2. A credit voucher will not be considered as a payment towards your outstanding amount on the Credit Card Account and/ or Credit Facility. A credit voucher is a transaction record evidencing a refund or price adjustment by a merchant to be credited to your Credit Card Account and/ or Credit Facility.
- 12.3. You must expressly instruct us on our relevant contact numbers if payments made into your straight facility are intended to be allocated to the budget facility.
- 12.4. Your payment or deposit may not reach us on the same day as you make it, due to possible delays and the time it takes to be processed. We consider your payment or deposit to have gone through only once the funds are reflecting as a credit on your Credit Card Account and/or Credit facility, as evidenced by our systems. Delays may occur for internal and external transfers or deposits.
- 12.5. 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.
- 12.6. All payments we receive on the Credit facility will be credited as applicable, first, to interest, then to charges and fees, and lastly to the outstanding credit limit.
- 12.7. Should your Credit facility be in arrears, your credit facility will be suspended, and you will not be allowed to transact on your Credit facility. You may still make payment(s) into the Credit Card Account.

## 13. Charges and fees

- 13.1. A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.
- 13.2. A Credit Facility Service Fee will be charged for the administration and maintenance of your Credit facility.
- 13.3. If you are granted a Credit facility in addition to your Credit Card Account a separate Credit Facility Service Fee will be charged over and above the Credit Card Account Monthly Fee.
- 13.4. Apart from the credit related charges to your Credit facility, your Credit Card Account will be debited for non-

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



credit related charges for the Credit Card Account.

- 13.5. You may get a copy of our pricing guide from your Private Banker or by contacting the RMB Private Bank Service Suite on [servciesuite@rmbprivatebank.com](mailto:servciesuite@rmbprivatebank.com).
- 13.6. Fees and charges are reviewed annually or at any time at our discretion in which event you will be given twenty (20) business days' notice before the change is effected.
- 13.7. Once debited to your Credit Card Account and/or Credit facility, fees and charges are non-refundable and will not be reversed.
- 13.8. 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.

#### **14. Amendments to these Terms and Conditions**

- 14.1. We may, at our discretion and at any time, amend the terms and conditions applicable to the Credit Card Account on 20 business days' notice.
- 14.2. We may, at our discretion and at any time, amend the value-added benefits and services applicable to the Credit Card Account on 20 business days' notice.
- 14.3. If you are dissatisfied with the amendments, you have the right to end this agreement in which case, the provisions of clause 14 below shall apply.
- 14.4. Any amendments to the terms and conditions relating to the credit facility will not be legally binding unless it is recorded and signed by both parties or voice-logged.

#### **15. Ending this agreement**

- 15.1. You may, at any time, end this agreement by notifying us.
- 15.2. 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.
- 15.3. Apart from other valid reasons to end your agreement, where there is fraud, or we suspect there may be fraud on your Credit Card Account and/or Credit facility and if we are compelled to do so by law, we will suspend both your Credit Card Account and/or Credit facility without notice.
- 15.4. 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 sequestered or placed under administration or debt counselling.
- 15.5. We may, at our discretion and for any reason, end our agreement and/or your right to use the Credit Card Account and/or your Credit facility. We reserve the right to end the Credit facility agreement if you do not pay us any amount due on time or at all, if you breach any terms of this agreement, or if your estate is provisionally or finally sequestered or placed under administration or debt counselling.
- 15.6. 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.
- 15.7. Should you wish to end your Credit Card Account you must destroy the credit card.
- 15.8. 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.

#### **PRIVATE BANK**

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



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

## 16. Where and how we may contact each other

- 16.1. We may communicate with you using any communication method.
- 16.2. We will send any communications to the contact details we have on record for you. We may also communicate with you using our platform interfaces and channels like our App or by means of a publication/advertisement in the media.
- 16.3. Legal documents and notices that we serve or deliver, will be served at your physical address/employment address/mortgaged property address/registered address/ principal place of business/ last street address we have on record for you or your last known e-mail address or cell phone number as recorded on our system or the last known details we obtained. This is your chosen service address for legal documents and notices.
- 16.4. You must send us any legal notices or summonses to the following address, which we choose as our domicile: FirstRand Legal, 3rd Floor, 4 Merchant Place, Corner Fredman Drive and Rivonia Road, Sandton, 2196. [This address may differ for countries other than South Africa. Please refer to your solution agreement for an address in your country.]
- 16.5. You must immediately tell us if any of your contact details change. You can do this on our platform by making use of our unassisted and assisted interfaces and channels like visiting any branch or by calling our call centre. If you change your street address, you must give us proof of your new address. It may take up to 15 days for the change to reflect on our systems.
- 16.6. Where we may need to update your records, you agree that we may get your contact details from other companies in the FirstRand group of companies.
- 16.7. Any correspondence we send to you will be considered to be delivered to you if:
- delivered by hand during business hours (between 8h00 and 17h00) – on the date it was delivered.
  - posted by registered mail – at 10h00 on the fourth day after the post office issued the registration receipt.
  - posted by ordinary mail – at 10h00 on the fourth day after the document is posted.
  - sent by e-mail – on the date on which the document was e-mailed.
  - sent by SMS or MMS – on the date on which the document was sent.
  - sent by printable webpage – on the date the page is displayed.
  - sent by instant message App Push Notification or messaging via platform – on the date of transmission.
  - Any notices or correspondence we make available on our website, App, our ATM network, our bank branches or in the media will be considered to have been received by you on the date it was published.
  - A notice received by you is considered delivered even if the delivery method or address is not aligned to this clause.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)





## 17. Other Important terms

- 17.1. The headings in this agreement will not affect the interpretation of it.
- 17.2. 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.
- 17.3. Should there be abuse detected on your Credit Card Account and/ or Credit facility, we reserve the right to impound your Credit Card, which costs you will be liable for.

## 18. Submitting a Credit Card Account or Credit facility related complaint

- 18.1. If you wish to lodge a complaint, you must submit the complaint in writing on the following:
  - RMB Banking App - "Have your say" under the information icon.
  - FRB: 087 575 9408
  - complaints @rmb.co.za
- 18.2. If you do not get a response within five (5) days from submitting a complaint, you need to contact the RMB Private Bank Service Suite on 087 575 9411 to check whether your complaint has been received.
- 18.3. RMB Private Bank will investigate any complaints received. The complaints resolution process is available from our branch, call centre or [www.rmbprivatebank.com](http://www.rmbprivatebank.com)
- 18.4. You have the right to resolve a complaint directly with us or using Alternative Dispute Resolutions. To do this you must file your complaint with the relevant ombuds and regulators with jurisdiction. The contact details of our complaints area and the relevant ombuds and regulators are available on the RMB websites or on the National Financial Ombud (NFO) Scheme South Africa NPC website.

## 19. How we treat your personal information

- 19.1. We may record all Interactions with you to:
  - 19.1.1. Check that we carried out your Instructions correctly and that we are meeting our regulatory obligations.
  - 19.1.2. help detect or prevent fraud or other crimes; and
  - 19.1.3. Improve our services to you and other customers.
- 19.2. Your personal Information (which, for the purposes of this term, includes special personal Information) will be held by entities within the FirstRand Group of companies.
- 19.3. To better understand the entities that form part of the FirstRand Group of companies and how your personal Information is treated, please refer to FirstRand's Group Customer Privacy Notice which forms part of this privacy terms. The privacy notice can be found on our Apps and websites or contact us to request a copy.
- 19.4. In this privacy terms references to "we", "us" or "our" are references to the entities in the FirstRand Group of companies, and all affiliates, associates, cessionaries, delegate, 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. References to privacy related terminology used in this term (such as personal Information and responsible party) should also be read as to incorporate any similar terminology used in the jurisdiction in which your personal Information is processed.
- 19.5. By accepting this Terms and Conditions and the FNB Standard Terms and Conditions or by using any solution offered by us, you acknowledge that to:
  - 19.5.1. Conclude and fulfil contractual terms or obligations to you;

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



- 19.5.2. Comply with obligations Imposed by law; or
- 19.5.3. protect or pursue your, our, or a third party's legitimate Interests, including offering solutions that best meet your needs.
- 19.6. Your personal Information may be processed through centralised functions and systems across entities In the FirstRand Group of companies as well as cross-border and any be used for the purposes, In the manner, and with the appropriate controls as set out in our privacy notice.
- 19.7. Where It Is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- 19.8. We want to ensure that you fully understand how your personal Information may be used. We described the purposes for which your personal Information may be used in detail in our privacy notice. We 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, given Its Incorporation Into your agreement with us and the FNB Standard Terms and Conditions.
- 19.9. If you are a juristic person (for example, a company or a trust) It may also be necessary for the FirstRand of companies to obtain personal Information of parties who are related to your business or activity, such as members, directors, ultimate beneficial owners, shareholders or trustees (as applicable) and as set out In more details In our privacy notice.
- 19.10. For the purposes of this Terms and Conditions, the FNB Standard Terms and Conditions, the responsible party Is the party with whom you are contracting a solution (using a solution), as well as other entities In the FirstRand Group of companies, which are listed in our privacy notice as responsible parties. For the contact details of these responsible parties, see our privacy notice.
- 19.11. 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.
- 19.12. **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.

## SECTION 2:

### TERMS AND CONDITIONS APPLICABLE TO THE CREDIT CARD ACCOUNT

#### 20. Credit Interest on your account:

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

#### 21. Deposit Insurance

- 21.1. Qualifying Products held by FirstRand Bank Limited may fall within qualifying deposits covered by the Corporation for Deposit Insurance (CODI) up to the limit of cover and if held by a qualifying depositor, as specified in the Deposit Insurance Regulations made in terms of the Financial Sector Regulations Act 9 of 2017. You may access more

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



information on deposit insurance and CODI on the webpage of the South African Reserve Bank. Further information about qualifying deposits and qualifying depositors can be found on our websites.

### SECTION 3:

## 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. By using the Credit facility, you consent to the Bank accessing any information recorded with any credit bureau. 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 bureau. All credit bureaus 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 decline a transaction if you have exceeded your credit limit on your Credit facility.
- 23.2. If a transaction results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit and you must immediately bring your Credit facility in line with the credit limit we contracted at.
- 23.3. You must ensure that you and any additional cardholders do not exceed your credit limit.
- 23.4. We may, at our discretion and at any time, reduce the credit limit on your Credit facility. You will be notified of the reduction in writing.
- 23.5. The reduction will take place upon the delivery of the written notice to you.
- 23.6. 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 transactions from the date of transaction.
- 24.1.2. If you pay the full outstanding amount, you owe us reflected on your monthly account statement on or before the due date, no interest will be charged on your Credit facility, except for those transactions in clause 23.2 where interest would have been charged from the date of transaction.
- 24.1.3. If you do not pay the full outstanding amount by the due date shown on your statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction or fee on your Credit facility, until you have settled the full outstanding amount you owe us.
- 24.1.4. Interest is calculated on all fees and charged from date of debit. If you do not pay your fees and charges within the interest-free period, it will attract interest immediately.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



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, where the Credit facility is utilised:

24.2.1.1. Cash withdrawals.

24.2.1.2. Travelers' cheque purchases with the Credit Card and certain forex transaction;

24.2.1.3. Electronic funds transfers which result in a debit balance on your Credit Facility.

24.2.1.4. All budget facility transactions and balance transfers; and

24.2.1.5. Fuel or fuel-related transactions on the Petro Card

24.2.1.6. Cash purchases/transactions.

## 25. Debt Interest calculation

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

## 26. Budget facility

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

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

26.3. Fluctuations in interest rates may cause the period of payment to be extended or reduced.

26.4. Your first budget installment 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.

26.5. If you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and

26.6. If you fail to pay any one installment by the due date, the whole amount may become immediately due and payable.

26.7. Your monthly budget installment is debited from your straight facility and not your budget facility.

26.8. You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.

## 27. Auto Payment

27.1. Your Auto Payment authorisation can be obtained electronically, telephonically or in writing signed by you.

27.2. In terms of the Auto Payment, we will deduct monthly, by way of a payment instruction to your Bank, on the payment due date, from the account provided by you, the agreed amount, in respect of the amounts due on your Credit facility.

27.3. Should a required payment be received (direct deposit or electronic transfer) before the Auto Payment is scheduled to run, the Auto Payment will not be processed for that month.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



- 27.4. If the bank account from which your Auto Payment is processed is closed by you at any time and your Auto Payment is returned unpaid, then we will be entitled to cancel your Credit facility unless alternate Auto Payment arrangements have been made for the payment of your Credit facility.

## **28. Debt counselling provisions**

- 28.1. You must continue to make payments until the debt review is finalised.
- 28.2. Should you apply for debt counselling or enter into a debt rearrangement agreement, or a debt re-arrangement court order is granted you may not incur any further liability on your Credit facility.
- 28.3. This means that:
- 28.3.1. You may not transact on your Credit facility.
- 28.3.2. 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.
- 28.3.3. Transacting on your Credit facility will result in us pursuing legal action against you.
- 28.4. Except for eBucks rewards and Automatic Debt Protection 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 RMB Private Bank Credit Card, will be suspended and no claims against these will be honored. eBucks and Automatic Debt Protection Terms and Conditions apply.

## **29. Alternate dispute resolution**

- 29.1. You have the right to:
- 29.1.1. Refer any matter or dispute including those relating to allegations of reckless lending about the Credit Provider to an ombudsman with jurisdiction.
- 29.1.2. File a complaint about any alleged contravention of the NCA or alleged reckless lending with the National Credit Regulator.
- 29.1.3. Make an application to the National Consumer Tribunal if allowed by the NCA.
- 29.1.4. The contact details to file complaints are the Credit Provider email: [care@fnb.co.za](mailto:care@fnb.co.za) webpage: [www.fnb.co.za](http://www.fnb.co.za); the National Credit Regulator: Telephone number: 0860 627 627 webpage: [www.ncr.org.za](http://www.ncr.org.za); the National Consumer Tribunal: Telephone number: 012 683 8140/012 742 9900 webpage: [www.nct.org.za](http://www.nct.org.za).
- 29.1.5. The names and contact details of Ombuds with Jurisdiction can be found on the RMB Private Bank App and RMB Private Bank website and/or on the National Financial Ombud (NFO) Scheme South Africa NPC website.

## **PRIVATE BANK**

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



## SECTION 4

### REWARD PROGRAMME

#### 30. eBucks Rewards and eBucks Lifestyle

- 30.1. Kindly visit [www.ebucks.co.za](http://www.ebucks.co.za) for Terms and Conditions pertaining to eBucks Rewards.
- 30.2. 30.2 By virtue of accepting these Terms and Conditions, you also accept the Terms and Conditions pertaining to eBucks Rewards.

## SECTION 5

### VALUE ADDED BENEFITS AND SERVICES

RMB and the Global Travel Insurance reserve the right to refuse any service or benefit where the service is being abused, used fraudulently or is no longer valid.

The schedule of benefits for global and comprehensive travel insurance will form part of these Terms and Conditions. To view the schedule of benefits for global travel insurance and comprehensive global travel insurance, please visit [www.rmbprivatebank.com](http://www.rmbprivatebank.com).

#### 31. Automatic Global Travel Insurance

- 31.1. The schedule of benefits, policy wording and benefits summary for Global Travel Insurance will form part of these Terms and Conditions.
- 31.2. To view the schedule of benefits, policy wording and benefits summary for Global Travel Insurance, please visit [www.rmbprivatebank.com](http://www.rmbprivatebank.com).

#### 32. AA Emergency Roadside Assistance (Automatically Included on qualifying linked and/or Standalone RMB Private Bank Petro Card, where applicable)

- 32.1. Benefits summary:
  - 32.1.1. The AA Emergency Roadside Assistance benefits (“the benefits”) are available to valid and qualifying Petro Card holders.
  - 32.1.2. 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.
  - 32.1.3. The benefits apply to motor cars, four- by-four vehicles, and light commercial vehicles with a carrying capacity of not more than 2.5 tons with GVM not exceeding 3.5 tons.
  - 32.1.4. The benefits are available in the Republic of South Africa only.
  - 32.1.5. The benefits are not transferable.
  - 32.1.6. The benefits are available if the vehicle breakdown is caused by mechanical or electrical failure only. If the

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



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.

32.1.7. RMB will only cover the roadside benefit provided the breakdown or incident is on public accessible roads. Off road tracks and trials are not covered in this service.

32.1.8. Benefits are to be used at time of breakdown. Benefits cannot be saved for another day or sometime in the future.

### 32.2. How the benefit works:

32.2.1. The benefits must be arranged through our dedicated AA call centre telephone number on 0860 70 60 50.

32.2.2. 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 Petro Card number in order to be validated.

32.2.3. Out of fuel - Provision of fuel to a maximum of ten (10) liters (cost of fuel is for cardholder's account).

32.2.4. 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) kilometers round trip. Thereafter the additional kilometers are for the cardholder to pay.

32.2.5. When the breakdown happens more than one hundred (100) kilometers away from the cardholder's home or the trading address, the AA will pay for one of the following costs up to an agreed maximum amount, the details of which are available on the FNB Website:

32.2.5.1. 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

32.2.5.2. Alternate accommodation for the night matching the date on which the incident took place.

32.2.5.3. The cardholder has access to only one benefit per incident and cannot use all the benefits at the same time.

32.2.6. 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.

32.2.7. Accommodation or repatriation benefits are available only when the breakdown happens more than one hundred (100) kilometers from the cardholder's home or the place of work.

32.2.8. 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.

32.2.9. The AA will pay for locksmith services up to an agreed maximum amount, the details of which are available on the FNB Website, if your keys are locked in your car. The AA will not pay for locksmith services to repair and replace locks, ignition switches or for cutting keys.

32.2.10. If the incident is outside metropolitan areas, the cardholder will be billed for the additional costs over and above the agreed maximum amount. The costs will be subject to locksmith specialist rates.

32.2.11. 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

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



32.2.12. given to you by a private person.

32.2.13. The “Stand by You” service is a service where a security guard is posted by you when your car breaks down. Kindly note:

32.2.13.1. 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.

32.2.13.2. The Service is only available in certain metropolitan areas.

32.2.13.3. 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.

32.2.13.4. The Service can only be requested if the breakdown of the vehicle occurred at the roadside and not at any other location.

32.2.13.5. 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.

32.2.13.6. Cardholders can only activate the Service by contacting the dedicated RMB Private Bank AA Emergency Call Centre. The cardholder must provide sufficient information to enable the AA to locate where he/she is stranded.

32.2.13.7. 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.

32.2.13.8. Possible delays to respond to a cardholders’ call-out, which are beyond the AA and ADT Security’s control, may be experienced in certain areas due to the traffic patterns, weather conditions, peak service demands experienced by ADT Security, limited and other relevant factors.

32.2.13.9. 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.

32.2.14. 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.

### 32.3. Other Important Information:

32.3.1. 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. RMB similarly do not accept this liability.

32.3.2. 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.

32.3.3. 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.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)





- 32.3.4. RMB and the AA reserve the right to the AA service if it is being abused, used fraudulently or is no longer valid.

### 33. Debt Protection Product (Credit Life Insurance)

#### 33.1. Debt Protection

- 33.1.1. You will receive Automatic Debt Protection cover, as an embedded value-added service and a credit life Insurance plan which provides cover against the outstanding balance or the maximum specified amount, whichever is the lesser amount, on your credit card facility at the time of your death or permanent disability, subject to the following conditions:
- 33.1.1.1. FirstRand Life (the Insurer) must receive satisfactory proof of your death or permanent disability within twelve (12) months of the event.
  - 33.1.1.2. The Insurer will not waive any amount owing to us that is greater than five thousand rand (R5 000) for Aspire cardholders, twelve thousand rand (R12 000) for Premier cardholders, one thousand rand (R1 000) for "Standalone Petro Card" holders, twelve thousand rand (R12 000) for Private Clients cardholders and twelve thousand rand (R12 000) for Private Wealth cardholders.
- 33.1.2. The Automatic Debt Protection Plan starts on approval of your credit card facility and ends:
- 33.1.2.1. When the Insurer pays a claim in the event of your death or permanent disability.
  - 33.1.2.2. If you are under special arrangement and default twice, whether consecutively or at any time during a sixty (60) month period, the Plan will automatically terminate, and you will lose your cover and have no claim under this Plan.

#### 33.2. Key Limitations and Exclusions

- 33.2.1. We will not waive any amount.
- 33.2.2. Willful self-inflicted injury or suicide for a period of twelve (12) months from the Start Date of this Plan.
- 33.2.3. 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.
- 33.2.4. Disability that arises within three (3) months of the Start Date of this Plan.
- 33.2.5. The covered event arose from participation in criminal activities.
- 33.2.6. If this agreement and/or your right to use the credit card and/or your credit card facility ends.
- 33.2.7. If at the date of your death or the event causing permanent disability, you are seventy (70) years old or older.
- 33.2.8. For further information on Automatic Debt Protection, and Top-Up Debt Protection Plan (premium related) products, please visit the RMB website.
- 33.2.9. You can contact FNB Life on 087 736 7772 or email [fnblife@fnb.co.za](mailto:fnblife@fnb.co.za) for any changes to information, claims, queries, complaints, compliance issues. The contact details of our complaints area and the relevant ombuds and regulators are available on the RMB websites or on the National Financial Ombud (NFO) Scheme South Africa NPC website.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



### 33.3. Claims Procedures

#### 33.3.1. Notification and submission

33.3.1.1. 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).

#### 33.3.2. Documentation:

33.3.2.1. 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.

#### 33.3.3. Conditions:

33.3.3.1. If you submitted any permanent Disability claim under this Plan, you have the obligation to undergo, reasonable medical treatment by appropriate medical practitioners (a qualified medical specialist supervising his care for that specific condition, illness, or injury).

33.3.3.2. This is needed to reasonably prevent a claim event from happening. If a claim needs to be made, the insurer may also need you to see a medical practitioner of its choice to give it extra evidence and information. The insurer will pay the costs of such a medical practitioner. The insurer will only pay the claim when all evidence and information has been accepted by it.

33.3.3.3. This is needed to reasonably prevent a claim event from happening. If a claim needs to be made, the insurer may also need you to see a medical practitioner of its choice to give it extra evidence and information. The insurer will pay the costs of such a medical practitioner. The insurer will only pay the claim when all evidence and information has been accepted by it. If the insurer rejects your claim, you have ninety (90) calendar days to lodge your objection in writing. The insurer will reassess your claim based on any representations made in support of your request for a review and advise you of our final decision in writing.

The insurer shall be relieved of liability and a claim shall be deemed to have prescribed should summons not have been served on it within a period of six (6) months of your receipt of the insurer's final decision. This six (6) month period is in addition to the ninety(90) calendar days referred to above.

#### 33.3.4. Borrowing or security:

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

#### 33.3.5. Complaints procedures:

33.3.5.1. 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: [clientserviceintervention@rmbprivatebank.com](mailto:clientserviceintervention@rmbprivatebank.com) or [care@fnb.co.za](mailto:care@fnb.co.za). You can contact the compliance officer on Tel: 087 736 7775; E-mail: [lifecompliance@fnb.co.za](mailto:lifecompliance@fnb.co.za).

33.3.5.2. The names and contact details of the Ombuds with Jurisdiction can be found on RMB Private Bank App and RMB Private Bank website and/or on the National Financial Ombud (NFO) Scheme South Africa NPC website.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



#### 33.3.6. Financial Services Provider Complaints:

33.3.6.1. If you have any complaint about the financial services provider, RMB, you can contact the Complaints Call Centre at Tel: 0860 11 22 44; Fax: 011 632 2317; E-mail: [clientserviceintervention@rmbprivatebank.com](mailto:clientserviceintervention@rmbprivatebank.com).

33.3.6.2. You can contact the compliance officer on Tel: 011 371 7953; Fax: 011 371 2192

#### 33.4. Contractual relationships and accreditation for Automatic Debt Protection

##### 33.4.1. Product supplier and Insurer

33.4.1.1. Product supplier and insurer: FirstRand Life Assurance Limited ("FirstRand Life") is a registered life insurer, License 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](mailto:fnblife@fnb.co.za).

##### 33.4.2. FAIS class and type of product:

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

##### 33.4.3. Financial Services Provider and Intermediary:

33.4.3.1. Rand Merchant Bank ("RMB"), a division of FirstRand Bank Limited, an authorised Financial Services and Registered Credit Provider, Reg. No. 1929/001225/06 NCRCP20; 3rd floor, 1 First Place, Simmonds Street, Bankcity, 2001; PO Box 1153, Johannesburg, 2000; [www.rmbprivatebank.com](http://www.rmbprivatebank.com), Tel: 0860 11 22 44 / +27 11 369 1088 (international); E-mail: [fnblife@fnb.co.za](mailto:fnblife@fnb.co.za).

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

33.4.3.3. RMB does not hold any interest in FirstRand Life. FirstRand Life and RMB hold professional indemnity insurance cover. RMB 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.

#### 33.5. General

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

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

33.5.1.2. Any legal issues will be decided according to South African Law.

33.5.1.3. The Insurer has the right to change or cancel the plan if the law permits it to, including changes relating to legislation or other rules applicable to this Plan, and will notify you via post, SMS, email, or any other means within thirty-one (31) days of any such change being implemented.

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

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



### **34. SLOW Domestic, SLOW XS and SLOW International Airport Lounges ("SLOW Lounge/s")**

- 34.1. General access to the SLOW Lounges is determined independently from qualifying criteria being met. You may access the Lounge on presentation of your qualifying card; however, access depends on the space available in the Lounge at the time of entry. Every entry into the Lounges is charged for and will reflect as a fee on your Credit, Fusion, or Debit card statement. The fee will only be reversed if you meet the qualifying criteria which are available on our website and may be updated from time to time.
- 34.2. It is your responsibility to familiarise yourself with the qualifying criteria. To view the full SLOW Lounge terms, conditions, and rules, please visit the eBucks website.

### **35. Bidvest Premier Lounge Access Rules**

- 35.1. Only RMB Private Bank Cardholders (hereinafter referred to as Qualifying Account Cardholders) qualify for access to and to utilise the services of at selected Bidvest Premier Lounges only where there is no SLOW Lounge available. Track your airport lounge visits under the Airport Lounges tab on the RMB Private Banking App.
- 35.2. The Bidvest Lounges will not accept any RMB Private Bank cardholders with expired cards.
- 35.3. The Bidvest Lounges will not allow the Bidvest Qualifying Account Cardholder into the lounge without a valid RMB Private Bank card or valid QR code on the RMB Private Banking App present.
- 35.4. The Bidvest Lounges will only permit the Bidvest Qualifying Account Cardholder access to the lounges if the RMB Private Bank Credit Card, Fusion or Debit Card presented is in their individual name.
- 35.5. Only one card (RMB Corporate or Business Black/ RMB Private Bank Credit Card, Fusion, or Debit Card) will be permitted per Bidvest Qualifying Account Cardholder requiring access to the lounge and must be accompanied by a boarding pass (both the card and the boarding pass must be in the same individual's name).
- 35.6. For more information, including operating hours and directions, please visit [www.bidvestlounge.co.za](http://www.bidvestlounge.co.za).

### **36. Dormant Account**

- 36.1. We will notify you on the contact details provided by you before your account is deemed dormant.
- 36.2. When your account is deemed dormant any cards or service linked to your account which are not in arrears will also be regarded as dormant.
- 36.3. Should you fail to respond to our notice, we will close your dormant account. We will notify you before we close your dormant account.
- 36.4. You have the right to claim any credit balance in your dormant account. In the event that the account is closed, you have a period of sixty (60) years from closure to claim any credit balance. To claim funds, please refer to clause 34 below.
- 36.5. To lift the dormant status on the account, contact us via SecureChat, or your Banker or Branch to re-activate the account.

## **PRIVATE BANK**

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



### 37. Escheatable Claims Procedure

#### 37.1. Notifications and submission:

- 37.1.1. The claimant (you, a family member, or appointed executor) must notify us, of your intention to claim in your account, with the necessary legal documentation directly as soon as possible before (while the account is inactive) or after (classified as an Escheatable account).
- 37.1.2. We will notify you on the contact details provided by you, advising of the unclaimed balance on your credit card account before the account is classified as Escheatable and before the account is closed by us.
- 37.1.3. If we are not able to contact you, we will close your account and place the funds into a secured account until you come forward to claim the funds.
- 37.1.4. You need to update your contact details with us on a regular basis. Validation of claims can be done telephonically on 087 575 1111; E-mail: DormantClaims@fnb.co.za.

#### 37.2. Documentation:

- 37.2.1. You can request claim forms, documentation, or information from us by using the contact details provided above. The claimant must provide FNB 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.

#### 37.3. Conditions:

- 37.3.1. If you submitted an Escheatable claim, we reserve the right to request updated and certified documentation relating to proof of the claimant with the required completed forms before a claim can be paid out.
- 37.3.2. The claimant can claim unclaimed funds for a period of sixty years from the day the account became dormant if they can prove the claim and complete the claim forms.
- 37.3.3. Once the Escheatable account is closed, no interest shall accrue to the account once transferred to an account to safekeep the funds.

### 38. General - Value Added Benefits and Services:

- 38.1. To qualify for any value-added solutions, your FirstRand Group of companies' relationship must be in good standing. Good standing means that none of your solutions should be overdrawn, or be in arrears, or be in default, or be subject to any legal process with the FirstRand Group of companies.
- 38.2. Legal process means any legal proceedings in any court of law involving you and the FirstRand Group of companies including but not limited to business rescue, judicial management, curatorship, receivership, collections, liquidation, administration, winding-up and sequestration proceedings.
- 38.3. For the purpose of this clause, legal process will exclude debt review, but this will still influence the qualifying criteria of all value-added solutions.
- 38.4. Amendments to the Value-Added Benefits and Services' Terms and Conditions.
- 38.5. We may, at our discretion and at any time, amend the value-added benefits and services applicable to the Credit Card account 20 business days' notice.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



## DEFINITIONS USED IN THIS AGREEMENT

**“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.

**“ATM”** means an Automated Teller Machine.

**“attorney and client scale”** means the fees and expenses which a client is liable to pay an 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”** RMB Private Bank App, Cellphone banking, online banking, branch banking, ATM banking, SecureChat, Service Suites, Private Bankers.

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

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

**“contactless chip & PIN”** means a plastic card, commonly called a chip card, with an embedded chip and antenna.

**“credit card”** means the relevant magnetic-stripe and/ or contactless 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.

**“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 and Eswatini.

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

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

**“device credential”** includes but is not limited to passwords, passcodes, login details used a method of accessing or authorizing a transaction through a device.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



## DEFINITIONS USED IN THIS AGREEMENT CONTINUED

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

**“escheatable”** is the process of identifying customer’s accounts that are dormant with a credit balance.

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

**“RMB”** means Rand Merchant Bank, a division of FirstRand Bank Limited.

**“good standing”** means all your RMB and FirstRand Bank accounts and credit agreements must be in good standing. This means that none of your RMB 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 RMB or FirstRand Bank. Legal process means any legal proceedings in any court of law involving you and RMB or FirstRand Bank, including but not limited to collections, liquidation, and sequestration proceedings. Legal process however excludes debt review as envisaged in S86 of the National Credit Act 2005.

**“GVM”** means Gross Vehicle Weight.

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

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

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

**“Qualifying Account Cardholder”** means RMB Private Wealth, Platinum, Private Clients and RMB Private Bank Debit or Credit Cardholders.

**“Repo Rate”** means the rate at which the Central Bank lends cash to the banking system, which is an indicator for short term interest rates.

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

**“Visa”** means Visa International Services Association.

### PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)



## CONTACT DETAILS AND COMPLAINTS PROCESS

### FNB'S REGISTERED ADDRESS

#### Physical Address

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

The Compliance Officer  
3rd Floor, 1 First Place, BankCity  
cnr Simmonds and Pritchard Streets  
Johannesburg, 2001

**Postal Address** First National Bank PO Box 1153

Johannesburg, 2000  
Tel: 011 371 7953  
Fax: 011 371 2192

### RMB'S REGISTERED ADDRESS

#### Physical Address

3 First Place, BankCity  
Cnr Jeppe & Simmonds  
Streets Johannesburg,  
2001

#### Postal Address

PO Box 1420  
Johannesburg, 2000  
Tel: 087 575 9411  
Fax: 0860 674 444  
E-mail address: [ServiceSuite@rmbprivatebank.com](mailto:ServiceSuite@rmbprivatebank.com)  
Website address: [www.rmbprivatebank.com](http://www.rmbprivatebank.com)

### RMB CREDIT CARD COMPLIANCE OFFICER

#### Physical Address

### RMB CREDIT CARD COMPLAINTS DEPARTMENT

E-mail address:  
[clientserviceinterventions@rmbprivatebank.com](mailto:clientserviceinterventions@rmbprivatebank.com)  
Web address: [www.rmb.co.za](http://www.rmb.co.za)

### LEGAL NOTICES MAY BE SERVED AT

#### Physical Address

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

### OMBUDSMAN DETAILS:

The contact details of our complaints area and the relevant ombuds and regulators are available on the RMB websites or on the National Financial Ombud (NFO) Scheme South Africa NPC website.

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)





## CONTACT DETAILS AND COMPLAINTS PROCESS CONTINUED

### FINANCIAL SECTOR CONDUCT AUTHORITY (FSCA)

#### Postal Address

41 Matroosberg

Rd Ashlea

Gardens Pretoria,

0002

Tel: 0800 20 37 22

Fax: +27 12 346 6941

Email address: [info@fsca.co.za](mailto:info@fsca.co.za)

#### Consumer Profile Bureau (Pty) Ltd

Tel: 010 590 9505

#### Experian Information Solutions Inc.

Tel: 0861 10 56 65

#### Xpert Decision Systems (XDS)

Tel: 0860 937 000

#### Compuscan

Tel: 0861 51 41 31

### 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](http://www.ncr.org.za)

#### VeriCred Credit Bureau

Tel: 081 680 1080

#### DEBT REVIEW CENTRE

Tel: 0860 362 002

#### NCR HELPLINE

Tel: 0860 627 627

### CREDIT BUREAU

#### TransUnion

Tel: 0861 482 482

#### ITC CREDIT BUREAU (PTY) LTD

Tel: 011 019 0280

## PRIVATE BANK

5 Merchant Place  
9 Fredman Drive  
Sandton 2196

PO Box 7856111  
Sandton 2146  
South Africa

Switchboard +27 87 335 5300  
Website [rmbprivatebank.com](http://rmbprivatebank.com)