

# RMB Private Bank Credit Card Account and Credit Facility Terms and Conditions of Use



**Effective Date: 1 July 2014**

These terms and conditions form part of the agreement which governs the use of the Credit Card Account and Credit facility and further regulates the relationship between the Bank and the Cardholder. The use of the Credit Card Account and/or the Credit facility will be deemed as your acceptance of all the terms and conditions governing the agreement.

## Sections of this Document

<b>Section A:</b>	Terms and conditions applicable to both the Credit Card Account and Credit facility
<b>Section B:</b>	Terms and conditions applicable to the Credit Card Account
<b>Section C:</b>	Terms and conditions applicable to the Credit facility
<b>Section D:</b>	Reward Programmes and Value Added Benefits and Services

### Section A: Terms and Conditions applicable to both the Credit Card Account and Credit facility

1. **Issue of the Credit Card Account and grant of the Credit facility**
  - 1.1 The issue of the Credit Card Account and grant of the Credit facility are subject to these Credit Card Account and Credit facility Terms and Conditions of Use as published and amended by us from time to time.
  - 1.2 The Credit Card Account is a Financial Services Product (a deposit-taking and transacting product) as defined in the Financial Advisory and Intermediary Services Act 37 of 2002.
  - 1.3 The Credit facility is a facility with a credit limit as defined in Section 8(3) of the National Credit Act 34 of 2005.
  - 1.4 If you are granted a Credit facility, the Credit facility is attached to and maintained in association with the Credit Card Account therefore the Credit facility will not be granted in the absence of the Credit Card Account.
  - 1.5 The Credit Card Account is independent of the Credit facility and may be granted in the absence of the Credit facility.
2. **Acceptance of these Terms and Conditions**
  - 2.1 By applying for and using the Credit Card Account and/or the Credit facility, your action will be deemed as acceptance of all the terms and conditions governing the agreement.
  - 2.2 Should you have entered into this agreement electronically, telephonically or in writing such mechanisms utilised to enter into this agreement shall be valid, binding and undisputed.
  - 2.3 These terms and conditions are applicable to all customers save where the headings indicate otherwise.
3. **General obligations when you use the Credit Card Account and/or the Credit facility**
  - 3.1 The Credit Card Account and/or Credit facility issued in your name is intended for your use only.
  - 3.2 You must not use the Credit Card Account and/or the Credit facility for any illegal transactions. It is your responsibility to determine if a transaction is lawful before you use the Credit Card Account and/or Credit facility.
  - 3.3 Your Credit Card Account and/or Credit facility must not be used to participate in online gambling activities and for the purchase of online foreign lottery tickets.
  - 3.4 If you use the Credit Card Account and/or Credit facility outside the Common Monetary Area, you must comply with applicable Exchange Control Regulations. (For further information on Exchange Control Regulations you may phone RMB Private Bank Credit Card Customer Care on 087 575 9411).

- 3.5 You warrant to the Bank that the granting of and the use of the Credit Card Account and/or Credit facility will not in any way be a contravention of the Exchange Control Regulations or any similar regulations promulgated from time to time and that you will comply with all relevant Exchange Control requirements. In addition, you are reminded that Exchange Control Regulations currently stipulate that 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. Payments are limited to R50,000.00 per transaction. This dispensation does not absolve you from ad valorem excise and custom duties or from complying with the requirements imposed by Customs.
- 3.6 We are obliged to report transactions that occur outside the Common Monetary Area to the South African Reserve Bank, the South African Revenue Service and/or the Financial Intelligence Centre.
- 3.7 Any transaction or payment in a currency other than South African Rand ("Rand") will be converted to Rand at Visa's prevailing rate of exchange on the date of processing of the transaction to your Credit Card Account and/or Credit facility. The transaction will appear on your monthly account statement in Rand.
- 3.8 Be aware that merchants may not process the transaction on the date of the transaction. This can result in exchange rate differences, which you will be liable for.
- 3.9 Should a merchant manually override the processing of a transaction, you will be liable for that transaction.
- 3.10 Use of the Credit Card Account and/or Credit facility to access and transact over our other delivery channels like electronic or telephone banking is subject to the terms and conditions of such other channels.
4. **General obligations when you use the Credit Card**
  - 4.1 The Credit Card remains our property and you must return it to us immediately on our request.
  - 4.2 The Credit Card is a Visa-branded card, issued by us under license from Visa. As soon as you receive the Credit Card, you must sign the back of it in ink.
  - 4.3 Should a magnetic stripe Credit Card be issued to you, you will be given a PIN, which you may change at your discretion at any FNB ATM.
  - 4.4 Should you be issued with a chip & PIN Credit Card, you will have to utilise the services at an FNB branch to change your PIN.
  - 4.5 When a Credit Card has been re-issued to you, the PIN you used for your previous Credit Card will still be valid.
  - 4.6 Should your re-issued Credit Card be a magnetic stripe Credit Card, you may change this PIN at any FNB branch or FNB ATM.
  - 4.7 Should your re-issued Credit Card be a chip & PIN card, you will have to utilise the services at an FNB branch to change your PIN.

Authorised Financial Services and Credit Provider (NCRCP20). Reg. No. 1929/001225/06.

## WEALTH & LEGACY MANAGEMENT

- 4.8 You must keep the Credit Card safe and the PIN secret and separate from the Credit Card.
- 4.9 The Credit Card, Credit Card details and PIN will enable you to perform transactions at merchants, operate the Credit Card at ATM's and perform transactions via our access channels.
- 4.10 You must only use the Credit Card in the period stated on the front of the Credit Card, unless it is cancelled before the expiry date in terms of clause 14 below. After this period the Credit Card will be invalid.
- 4.11 When a Credit Card is used to buy goods or services from a merchant, you must sign a transaction voucher and/or apply your PIN, as required by the merchant.
- 4.12 You must sign a cash withdrawal voucher when using the Credit Card to draw cash other than from an ATM.
- 4.13 If the transaction takes place by mail order, telephone order or other access channels you will be asked for certain Credit Card related information before you may use these channels to transact.
- 4.14 You may transact at merchants who accept Visa or Visa Electron branded Credit Cards (as applicable depending on your Credit Card type) and we will subsequently debit your Credit Card Account and/or Credit facility. You are liable to repay us for all monies debited to your Credit facility.
- 4.15 You may, at the discretion of the merchants, use the Credit Card for fuel and fuel-related purchases.
- 4.16 The Visa Electron Credit Card is for electronic use only which means that it can be used at an electronic point of sale device or at an ATM.
- 5. Petro Card**
- 5.1 You may use the Petro Card at selected merchants to buy fuel and fuel-related products (including petrol, diesel, oil, additives and lubricants) and motor vehicle spares, parts and accessories.
- 5.2 You may also use the Petro Card to pay for motor vehicle repairs, vehicle maintenance services and toll fees.
- 5.3 You may only use the Petro Card in the Common Monetary Area.
- 5.4 You may link the Petro Card to your Credit Card Account and/or Credit Facility or you may have a separate Standalone Petro Card Account and/or Standalone Petro Credit Facility in your name.
- 6. General information**
- 6.1 We will not be liable if a merchant refuses to accept the Credit Card or honour a transaction.
- 6.2 It is our decision to authorise a transaction. We will not be liable if we do not authorise a transaction.
- 7. Unauthorised use of the Credit Card, Credit Card Account and Credit facility**
- 7.1 You must take all reasonable steps to prevent any unauthorised use of the Credit Card and/or Credit facility and/or PIN details and/or Credit Card Account.
- 7.2 In the event of your Credit Card being stolen, lost or retained by the ATM and where your Credit Card details or your PIN have been compromised, you must notify RMB Private Bank Credit Card immediately by calling 0800 110 132 / 087 575 9406.
- 7.3 Provided you were not negligent in safeguarding the Credit Card or in reporting the Credit Card lost or stolen, you will not be liable for unauthorised and fraudulent transactions that occur on the Credit Card as a result of the loss or theft, except for PIN-based transactions.
- 7.4 Lost Card Protection ("LCP") is provided to you at no additional cost. LCP will protect you against unauthorised and fraudulent use of the Credit Card. This excludes PIN-based transactions, if the Credit Card is lost or stolen.
- 7.5 If you are negligent in reporting the Credit Card lost or stolen or in safeguarding the Credit Card or Credit Card details, you will not be covered for LCP and will be responsible for all unauthorised and fraudulent use of the Credit Card.
- 7.6 Any delay in reporting the Credit Card lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 7.7 Any unauthorised transaction made by using the Credit Card and PIN solely with the PIN functionality or non-swiping Credit Card transactions, will not be covered by us and will be your sole responsibility.
- 7.8 You indemnify FRB and accept full liability for all specific and related losses as a result of any fraudulent activity in the event**

**that you refuse or decline a request by FRB to have a Credit Card cancelled and re-issued for whatever reason at FRB's sole discretion.**

- 8. System malfunctions**
- We are not liable for any direct or indirect loss suffered by you arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel or shared networks.
- 9. Authority to debit your Credit Card Account and/or Credit facility**
- 9.1 Each time you use the Credit Card or the Credit Card details to access your Credit Card Account and/or your Credit facility to transact, we will debit your Account and/or Credit facility with the amount of the purchase, cash withdrawal or transfer(s).
- 9.2 You must repay us for all payments that we have made or will make to a merchant for any debit transaction which has been processed to your Credit facility.
- 9.3 All payments we or you have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the Visa rules and regulations as published by Visa from time to time.
- 9.4 A dispute between you and any merchant will not affect our right to debit your Credit Card Account and/or Credit facility and receive payment (if applicable).
- 9.5 All debits are processed in Johannesburg.
- 10. Additional Credit Cards**
- 10.1 Additional Credit Cards linked to your Credit Card Account and/or Credit facility may be issued to people you have chosen to receive a Credit Card. Credit Cards are issued in their names. These people are referred to as additional credit cardholders.
- 10.2 The issue of additional Credit Cards will not change the credit limit on your Credit facility.
- 10.3 It is your responsibility to ensure that additional credit cardholders comply with the terms of this agreement.
- 10.4 You must ensure that you and any additional credit cardholders do not exceed your credit limit on the Credit facility.
- 10.5 Transactions made by additional credit cardholders using the additional Credit Card, interest, fees and charges relating to the additional Credit Card, will be debited to your Credit Card Account and/or Credit facility.
- 10.6 You will be liable for all amounts owed to us derived from the use of the additional Credit Card. This means that we will recover from you the full amount owed to us on the Credit facility.
- 10.7 You may only end the additional credit cardholder's right to use the Credit Card if you tell us in writing that you wish to do so and you must ensure that the additional Credit Card is destroyed. When destroying the additional Credit Card, you must cut through the magnetic stripe and Credit Card number so that the Credit Card cannot be used again. Should you fail to destroy the Credit Card you will be liable for any transactions on your Credit Card Account and/or Credit facility after the notification of termination of this additional Credit Card.
- 11. Statements, Payments and Deposits**
- 11.1 Account Statements**
- 11.1.1 We will send you a monthly combined Credit Card Account and/or Credit facility statement (monthly account statement).
- 11.1.2 Your monthly account statement will show your transactions for the month, advise you of any deposits you have made, all amounts charged to your Credit Card Account and/or Credit facility since your previous monthly account statement, the total amount payable (if any), which is the full outstanding amount which you owe us, the minimum monthly amount payable and due to us (if any), and the due date by which you must pay this amount.
- 11.1.3 The full outstanding amount on the Credit facility is due and payable monthly, but you may defer payment by paying the minimum monthly amount that is stipulated in the monthly account statement.
- 11.1.4 Should you have a dispute in respect of the monthly account statement, you must advise us in writing within thirty (30) days of the statement date. Unless you let us know in writing that there is an error on the monthly account statement, the statement sent to you will be final and binding.

- 11.1.5 Should you not receive your monthly account statement, you must bring this to the attention of RMB Private Bank Credit Card Division, failing which we will regard it as being received.
- 11.1.6 On the Credit facility, interest will accrue in the normal course on the transaction amount unless it is established that it was correctly disputed.
- 11.1.7 When this agreement ends, you will no longer receive your monthly account statement.
- 11.1.8 A certificate signed by any authorised employee of the Bank (whose appointment or authority it shall not be necessary to prove) shall constitute prima facie evidence of the outstanding balance owing and/or due and payable by you to the Bank and/or the rate of interest payable by you and/or any other amount owing and/or due and payable by you to the Bank in terms hereof and/or any other matter arising from or related to your Credit facility.
- 11.2 Payments and deposits**
- 11.2.1 You can pay the full outstanding amount on the Credit facility on or before the due date shown on the monthly account statement. Alternatively, you may defer payment of the full amount outstanding over an extended period, but you must pay at least the minimum monthly amount by the due date shown on the monthly account statement.
- 11.2.2 You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.
- 11.2.3 Your payment or deposit may not reach us on the same day as you make it, due to possible delays and the time it takes to be processed. We consider your payment or deposit to have gone through only once we receive the funds at RMB Private Bank Credit Card's Division in Johannesburg and the funds are reflecting as a credit on your Credit Card Account and/or Credit facility, as evidenced by our systems. Please allow for this when making your payment.
- 11.2.4 If a payment is sent to us by post, we will only credit your Credit Card Account and/or Credit facility when we receive the funds at RMB Private Bank Credit Card's Division in Johannesburg. The risk of the postal payment being intercepted lost or stolen while in transit to us remains your risk until the payment is received at RMB Private Bank Credit Card's Division in Johannesburg.
- 11.2.5 If a cheque is deposited into your Credit Card Account and/or Credit facility, 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 Credit Card Account and/or Credit facility prior to the cheque being honoured, we are entitled to debit your Credit Card Account and/or Credit facility 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.
- 11.2.6 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.
- 11.2.7 All payments we receive on the Credit facility will be credited as applicable, first to interest, then to expenses incurred by us in collecting any amount you owe us, then to charges and fees, and lastly to the due and payable transaction amounts.
- 11.2.8 Should your Credit facility be in arrears for 30 (thirty) days or more, you are not allowed to transact on your Credit facility. You may still transact on the Credit Card Account.
- 11.2.9 You must always use your account number as a reference when making a payment or deposit into your Credit Card Account and/or Credit facility. Your payment will be considered to be received as per clause 11.2.3 above.
- 12. Charges and fees**
- 12.1 A Credit Card Account Fee will be charged for the administration and maintenance of your Credit Card Account.
- 12.2 A Credit Facility Fee will be charged for the administration and maintenance of your Credit facility.
- 12.3 If you are granted a Credit facility in addition to your Credit Card Account a separate Credit Facility Fee will be charged over and above the Credit Card Account Fee for the Credit Card Account.
- 12.4 Apart from the credit related charges to your Credit facility, your Credit Card Account will be debited for non-credit related charges.
- 12.5 You may get a copy of our pricing guide from your Private Banker or by contacting the RMB Private Bank Service Suite on ServiceSuite@rmbprivatebank.com.
- 12.6 Fees and charges are reviewed annually or at any time at our discretion in which event you will be given a 30 (thirty) business days notice before the change is effected.
- 12.7 Once debited to your Credit Card Account and/or Credit facility, fees and charges are non-refundable and will not be reversed.
- 12.8 Charge-backs will only be allowed if it is done in accordance with the Visa Rules and Regulations as published from time to time.
- 12.9 If you have an RMB Cheque and Credit Card your Credit Card Account Fee and Credit facility Fee will be charged directly to your RMB Cheque Account. If you however hold an RMB Credit Card only your Credit Card Account Fee and Credit facility Fee will be charged to your Credit Card Account and/or Credit facility.
- 12.10 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.
- 12.11 If your Credit facility goes into arrears, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.
- 12.12 If your Credit Card Account is overdrawn, you will be liable for all legal fees and expenses, on the attorney and client scale, including collection commission and tracing fees.
- 12.13 We may in terms of the common law rely on set off. This means that as soon as there are two debts in existence where one can be compensated against the other, then by operation of law the one debt extinguishes the other.
- 13. Amendments to these terms and conditions**
- 13.1 We may, at our discretion and at any time, amend these terms and conditions.
- 13.2 You will be given notice of the amendments as statement messages in your monthly account statement.
- 13.3 If you are dissatisfied with the amendments, you have the right to end this agreement before the effective date of the amendments, in which case the provisions of clause 14 below shall apply. Unless you terminate this agreement before the effective date of the amendments, you will be bound by them.
- 13.4 The use of your Credit Card Account and/or Credit facility after the effective date of the amendment would be regarded as your acceptance of the amended terms and conditions.
- 14. Ending this agreement**
- 14.1 You may, at any time, end this agreement by advising us in writing.
- 14.2 You may end the Credit facility agreement without ending the Credit Card Account agreement. However, you may not end the Credit Card Account agreement without ending the Credit facility agreement.
- 14.3 Apart from other valid reasons to end your agreement, where there is fraud or we suspect there may be fraud on your Credit Card Account and/or Credit facility and if we are compelled to do so by law we will suspend both your Credit Card Account and/or Credit facility without notice.
- 14.4 We will suspend your Credit facility without notice if you do not pay us any amount due on time or at all, if you breach any term of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration or debt counselling.
- 14.5 We may, at our discretion, end this agreement and/or your right to use the Credit Card Account and/or your Credit facility and we will inform you of the reason. We reserve the right to end the Credit facility agreement if you do not pay us any amount due on time or at all, if you breach any terms of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration or debt counselling.
- 14.6 When your Credit facility and/or your right to use the Credit facility ends, the full amount you owe us will immediately become due and payable. You must then pay us the full amount owing on your Credit facility.
- 14.7 Should you wish to end your Credit Card Account you must destroy the credit card. When destroying the credit card, you must cut through the magnetic stripe and credit card number so the credit card cannot be used again.
- 14.8 If you have a credit balance in your Credit Card Account, the credit balance will be paid by us into an account nominated by you.

- 14.9 Should you fail to destroy the Credit Card in terms of clause 14.7 above, you will be liable for any transactions on your Credit Card Account and/or Credit facility after the notification of termination of this agreement.
- 14.10 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 Credit Card Account and/or Credit facility information by post, fax, e-mail, SMS or other similar technology.
- 15.2 You must supply us with your correct contact details, fax, e-mail, cellphone number and postal addresses.
- 15.3 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.
- 15.4 Legal notices and summonses will be served at the physical address you provided us at the time of application or to such new address you have notified us of in terms of clause 15.6, which address you choose as your domicilium citandi et executandi. Legal Notices may be served by fax or e-mail.
- 15.5 You should send any formal legal notices or summonses to us at the following address which we choose as our domicilium:  
FNB Legal, 1 First Place, 3<sup>rd</sup> Floor, BankCity, Johannesburg, 2001,
- 15.6 If any of your addresses change, you must notify us immediately of such change in writing, either by e-mail or fax or by visiting your nearest branch. When you change your address, you must give us proof of your new address which will be your domicilium address. Your domicilium address must be your physical address.
- 15.7 Any correspondence and statements we send by post to you will be considered to have arrived within 7 (seven) calendar days of posting.
- 15.8 Any correspondence and statements sent to you by fax, e-mail or SMS 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. Marketing Consent**
- You will only be sent marketing material from us in circumstances where you have consented to the receipt of the material and/or consented to your personal details and address being used by or on behalf of RMB, to offer and send you information on services and products from business units and divisions within FirstRand Bank (e.g. FNB, WesBank, RMB) or external companies to FirstRand Bank whether credit related or non-credit related, as the case may be.
- 17. Request for information**
- You may request information in respect of your Credit Card and additional Credit Cardholder's account (Credit Card Account or Credit facility) from us either in writing or by calling the RMB Private Bank Credit Card Division on the telephone number shown on your monthly account statement.
- 18. Other important terms**
- 18.1 The headings in this agreement will not affect the interpretation of it.
- 18.2 We are obliged by law to regularly update your personal particulars. We may contact you from time to time in this regard and you will be obliged to provide us with the information requested.
- 18.3 Your information will be kept confidential within FirstRand Group and will not be disclosed by us to any third party unless we are required to do so by law or for the purposes of legal action in the event of your default.
- 18.4 Should there be abuse detected on your Credit Card Account and/or Credit facility, we reserve the right to impound your Credit Card, which costs you will be liable for.
- 19. Submitting a Credit Card Account or Credit facility related complaint**
- 19.1 If you wish to lodge a complaint, you have to submit the complaint in writing on the following;
- clientserviceinterventions@rmbprivatebank.com
- 19.2 On receipt, your written complaint will be acknowledged in writing.
- 19.3 On receipt your written complaint will be acknowledged and a reference number will be issued to you.
- 19.4 If you do not get a response within 5 (five) working 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.
- 19.5 RMB Private Bank Credit Card Complaints will investigate any complaints received. The complaints resolution process is available from your branch, call centre or website.
- 19.6 If the complaint is resolved and you are satisfied with the outcome, the procedure is concluded and the reference number will be closed.
- 19.7 If your complaint is unresolved within 6 (six) weeks or not resolved to your satisfaction, RMB Private Bank Credit Card will provide you with an explanation and reasoning for the decision taken, in writing. FAIS prescribes that you may then submit your complaint to the FAIS Ombudsman or Ombudsman for Banking Services in writing within 6 months, with the supporting documentation and the reference number supplied.
- Section B:  
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.
- Section C:  
Terms and Conditions applicable to the Credit facility**
- 21. General obligations when you use the Credit facility (Only applicable to customers who have been granted a Credit facility)**
- 21.1 Your Credit facility is hosted in Johannesburg and all transactions are processed in Johannesburg.
- 21.2 By using the Credit facility, you consent to the Bank accessing any information recorded with any credit bureaux. Any information relating to the non-compliance with the terms and conditions of your Credit facility, the application, opening and termination of your Credit facility will be disclosed to and used by another division of the Bank and credit bureaux. All credit bureaux provide a credit profile on persons as well as possibly a credit score on the credit worthiness of persons.
- 22. Your credit limit**
- 22.1 We may refuse to authorise transactions if you have exceeded your credit limit on your Credit facility.
- 22.2 If we accept a transaction that results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit on any permanent basis and you are obliged to immediately bring your Credit facility in line with the credit limit we contracted at.
- 22.3 We decide the credit limit on the Credit facility and you must ensure that you and any additional cardholders do not exceed this limit.
- 22.4 You are responsible for managing the credit limit on your Credit facility.
- 22.5 You may apply for an increase or contact us to decrease your credit limit. We may contact you from time to time regarding an annual increase if you have not consented to an automatic annual increase.
- 22.6 You may apply to shift your limit between your straight and budget facility, however you will not be allowed to shift more than 80% of your total credit limit to your budget facility.
- 22.7 All limit increases are subject to an affordability assessment.
- 22.8 We may, at our discretion and at any time, reduce the credit limit on your Credit facility. We will notify you at least 5 (five) business days before we reduce your credit limit in terms of this agreement. However, in certain circumstances, we will reduce your credit limit and provide notice of the reduction simultaneously.
- 22.9 If you exceed your credit limit you will be in breach of this agreement.
- 22.10 As an RMB cardholder, you are responsible for allocating the credit limit on your Credit facility to additional credit cardholders.
- 23. Interest**
- 23.1 Interest-free period (These principles would apply where the Credit facility is utilized.)**
- 23.1.1 If your Credit facility has no interest-free period, you will be charged interest on purchases, fuel and cash transactions from the date of transaction.

23.1.2	If you pay the total amount payable, which is the full outstanding amount you owe us, as reflected on your monthly account statement on or before the due date shown on your monthly account statement, no interest will be charged on your Credit facility, except for those transactions in clause 23.2 where interest would have been charged from date of transaction.		
23.1.3	If you do not pay the full outstanding amount on or before the due date shown on your monthly account statement, you will be charged interest, from the date of each transaction or fee on your Credit facility, on both the statement balance and on any new transactions made on the Credit facility (in other words, you will lose the interest-free period on these new transactions).		
23.1.4	This means that if you do not pay the full outstanding amount by the due date shown on your statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction on your Credit facility, until you have settled the full outstanding amount you owe us.		
23.1.5	Once settled in full, we may, at our discretion, decide to restore the balance of the interest-free period that is the period from date of full settlement until the due date for payment reflected on your next monthly account statement.		
23.1.6	Interest is calculated on all fees and charged from date of debit. If you do not pay your fees and charges within the interest-free period, it will attract interest immediately.		
<b>23.2</b>	<b>Transactions that will always attract interest immediately</b>		
23.2.1	Interest will be charged immediately from the transaction date for the following transactions, if the Credit facility is utilized to make these transactions:		
	<ul style="list-style-type: none"> <li>• Cash withdrawals;</li> <li>• Travellers cheque purchases with the Credit Card and certain forex transaction;</li> <li>• Electronic funds transfers which result in a debit balance on your Credit Facility;</li> <li>• All budget facility transactions and balance transfers;</li> <li>• Fuel or fuel-related transactions on the Petro Card; and</li> <li>• Any transaction whereby the Credit Card is not swiped at a point of sale device and considered to be a cash transaction.</li> </ul>		
<b>23.3</b>	<b>Debit interest calculation</b>		
23.3.1	Debit interest will be calculated daily, capitalised and charged to your Credit facility monthly at the rate as set out in your quotation and will not exceed the maximum permissible interest rate allowed under the National Credit Act.		
<b>24.</b>	<b>Budget facility</b>		
24.1	On your request, we may, at our discretion, make the budget facility available to you.		
24.2	This budget facility entitles you to pay for transactions over an extended period as stipulated by you according to our guidelines.		
24.3	Fluctuations in interest rates may cause the period of payment to be extended or reduced.		
24.4	Your first budget instalment on a purchase made using your budget facility will only be deducted from your straight facility on the second billing date after the date of your purchase. You can make additional payments into your budget facility at any stage during the budget period.		
24.5	If you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and other charges will be shown on your monthly account statement.		
24.6	If you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.		
24.7	You may make additional payments to your budget facility without penalty.		
24.8	Your monthly budget instalment is debited from your straight facility and not your budget facility.		
24.9	You must expressly instruct us if payments made into your straight facility are intended to be allocated to the budget facility.		
<b>25.</b>	<b>Balance transfer option</b>		
25.1	We may offer you a facility to transfer other debt you may have onto your budget facility.		
25.2	We will determine and tell you the amount to be transferred ("the transfer amount"), the minimum repayment period and the applicable		
	interest rate, which will apply to the transfer amount when the transfer facility is offered to you.		
25.3	We may, at our discretion, offer you a preferential interest rate for an agreed period which rate will apply only to the transfer amount for the agreed period, provided you make all repayments by the due date shown on your statement. If you settle the transfer amount before completion of the agreed period, the preferential interest rate would no longer be applicable.		
25.4	The amount transferred to your Credit facility will show on your monthly account statement.		
25.5	The transfer amount will be paid into your straight facility. It will be your responsibility to use the transfer amount to pay any other debts you may have.		
24.6	You will be responsible for closing the account to which the amount is transferred, if you wish to do so. The transfer amount will be deducted from your available credit on your budget account.		
25.7	We do not guarantee the time period within which the transfer will be made and we will not be responsible for any finance charges you may incur on any of your accounts prior to the transfer from your credit card budget facility to your straight facility.		
25.8	Your monthly balance transfer instalment is debited from your straight facility.		
25.9	In addition to this clause, we have specific terms and conditions that regulate balance transfer campaigns, which you will be notified of.		
<b>26.</b>	<b>Interest Rate</b>		
26.1	Your Personalised Interest Rate is derived from the maximum annual interest rate permitted by the National Credit Act, however your Personalised Interest Rate is a variable interest rate and is a discounted rate from the maximum NCA rate, which can fluctuate according to the NCA formula when there is a change in the Repo rate.		
26.2	The Personalised Interest Rate may change based on the criteria set out in your agreement with us. You will be notified of the changes in accordance with clause 13.2.		
<b>27.</b>	<b>Auto Payment</b>		
27.1	In terms of the Auto Payment authorisation, you have the option of paying your Credit facility as indicated on your monthly account statement between the statement date and your payment due date as per the following options:		
	<ul style="list-style-type: none"> <li>• Minimum monthly payment amount due (as indicated on your statement);</li> <li>• Full amount due;</li> <li>• Specified Amount. Please note that the specified amount cannot be below the minimum monthly payment. Should your specified amount be less than the minimum monthly payment reflected on your statement, the minimum amount as reflected on your statement will be deducted;</li> <li>• Percentage of the Full amount due (between 5% and 100% of the straight balance);</li> <li>• Actual balance settlement (which allows you to settle your full monthly straight balance on the Auto Payment date as selected by you, within the current billing cycle, which will include all debits and credits after the statement date up until the selected Auto Payment date);</li> <li>• Full statement balance (which allows you to settle your full statement Credit facility balance is not affected by any debits and credits processed between the statement date and your selected Auto Payment date).</li> </ul>		
27.2	Your Auto Payment authorisation can be obtained electronically, telephonically or in writing signed by you.		
27.3	We prefer the date of Auto Payment to be your salary date.		
27.4	In terms of the Auto Payment, we will deduct, monthly, on the payment due date or your specified date, from the account provided by you, the minimum/full/specified amount, in respect of the amounts due on your Credit facility.		
27.5	Should your Auto Payment be returned unpaid, we will make further attempts to debit your nominated account thereafter to ensure a successful payment, which costs you will be liable for.		
27.6	In the event of your Auto Payment being returned unpaid, the bank has the discretion to change your statement date thereby changing your payment due date (specified Auto Payment date) to coincide with your		

- salary date or any other date we deem suitable to collect via the Auto Payment. You will be notified of these changes as per clause 13.2.
- 27.7 Should your Auto Payment be returned unpaid in the consecutive month, your Auto Payment will be suspended and we will proceed with our collections process.
- 27.8 You confirm that the banking details that appear on your Auto Payment authorisation are correct.
- 27.9 Missed Auto Payments will not result in the cancellation of the Auto Payment.
- 27.10 You authorise us to verify the banking details as provided by you for the purposes of effecting the Auto Payment.
- 27.11 You confirm that the account provided for this purpose is compliant with the Financial Intelligence Centre Act ("FICA").
- 27.12 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.
- 27.13 If the bank account from which your Auto Payment is processed is closed by you at any time and your Auto Payment is returned unpaid, then we will be entitled to suspend and/or cancel your Credit facility unless alternate Auto Payment arrangements have been made for the payment of your Credit facility.
- 27.14 Once you have authorised the bank to process an Auto Payment, you may not cancel the Auto Payment.
28. **Spousal consent (for Customers married in Community of Property only)**
- 28.1 If you are married in Community of Property, your spouse must consent to the conclusion of this agreement. Your failure to obtain spousal consent will result in the nullity of your Credit facility.
- 28.2 Should you have entered into this agreement electronically, telephonically or in writing, the spousal consent declaration obtained shall be valid, binding and undisputed.
- 28.3 Should you have entered into this agreement by falsely declaring that your spouse has consented thereto, you could be charged for fraud.
29. **Special arrangements**
- 29.1 Should you be unable to meet your financial obligations in terms of your Credit facility, upon you meeting the required criteria, the bank may offer you a special arrangement option which will decrease your monthly repayments and extend the period of repayment, at your request.
- 29.2 If you enter into a special arrangement, it will attract an interest rate of the maximum allowable by the NCA.
30. **Debt counselling provisions**
- 30.1 Should you believe that you are unable to meet your obligations in terms of the credit agreements you have entered into, you may contact us for assistance in restructuring your debt with us in a manner that would allow you to repay it. We will attempt to assist you where possible.
- 30.2 You must continue to make payments until the debt review is finalised.
- 30.3 Should you apply for debt counselling or enter into a debt re-arrangement agreement or a debt re-arrangement court order is granted you may not incur any further liability on your Credit facility. This means that:
- You may not transact on your Credit facility;
  - You must cancel all debit orders (including insurance debit orders) being processed through your Credit facility immediately. No debit orders will be processed on your Credit facility and will be charged back;
  - Transacting on your Credit facility will result in us pursuing legal action against you.
- 30.4 Should you apply for debt counselling or enter into a debt re-arrangement 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, including Automatic Debt Protection, will be suspended and no claims against these will be honored. The same applies should you avail of any premium paying insurance product such as Top Up Debt Protection and Outstanding Balance Assurance (OBA).
31. **Alternate dispute resolution**
- You have the right to resolve a complaint by way of alternate dispute resolution by filing your complaint with the National Credit Regulator or making an application to the National Consumer Tribunal. You may contact:
- The National Credit Regulator on 0860 627 627 or visit the website at [www.ncr.org.za](http://www.ncr.org.za);
  - The National Consumer Tribunal on 0860 627 627 or visit the website at [www.ncr.org.za](http://www.ncr.org.za); and
  - The Banking Ombudsman on 011 712 1800 or 0860 800 900 or visit the website at [www.obssa.co.za](http://www.obssa.co.za)
- Section D:**
- Reward programmes and Value Added Benefits and Services**
32. Kindly visit [www.rmbprivatebank.com](http://www.rmbprivatebank.com) for Terms and Conditions pertaining to RMB Private Bank Rewards Programme.

## 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.

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

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

**"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"** Cellphone banking, online banking, branch banking, ATM banking.

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

**"chip & PIN"** means a plastic card, commonly called a chip card, with an embedded chip that communicates information to a point of sale terminal and/or other electronic devices.

**"credit card"** means the relevant magnetic-stripe and/or chip & PIN Visa Credit Card, Visa Electron Credit Card or Petro Card that we issue to you used as an access mechanism to access your credit card account and/or your credit facility.

**"Credit Card Account"** means a financial Services Product as defined in the Financial Advisory and Intermediary Services Act capable of taking deposits and allowing you to transact and includes the credit card account or Petro Card account (as applicable) opened by us in your name or in the additional cardholder's or additional account holder's name.

**"Credit facility"** means an agreement in terms of which we the credit provider pays an amount to you or on your behalf or at your direction. Your obligation to repay the money to the credit provider is deferred and you are billed periodically.

**"Credit Card Account Monthly Fee"** is the cost charged monthly for the administration and maintenance of your credit card account.

**"Credit Facility Service fee"** is the cost charged monthly for the routine administration and maintenance of your credit facility.

**"credit provider"** means the person who grants credit under a credit agreement.

**"common monetary area"** means South Africa, Namibia, Lesotho, Botswana and Swaziland.

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

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

**"debt review"** means a process whereby a debt counsellor reviews the collective

debts owing to various credit providers in the event that the cardholder seeks assistance from the debt counselor.

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

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

**"full payment"** means total transactions, plus interest, plus fees.

**"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.

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

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

**"National Credit Act"** means the National Credit Act 34 of 2005.

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

**"Petro Card"** means a Petro Card that we issue to you.

**"PIN"** means the personal identification number linked to the card.

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

**"pricing guide"** A list of the full current pricing issued by RMB Private Bank Credit Card chargeable for transactions.

**"Qualifying Account Cardholder"** means FNB Graphite, Platinum, Private Clients and RMB Private Bank Cheque 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.

**"specified payment"** means payment above the monthly minimum amount reflected on your monthly account statement.

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

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

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

**"transact / transaction"** means a purchase and/or cash withdrawal and/or transfer that results in a debit or credit on a cardholder's account.

**"Visa"** means Visa International Services Association.

Authorised Financial Services and Credit Provider (NCRCP20). Reg. No. 1929/001225/06.

## Contact Details and Complaints Process

### FRB'S REGISTERED ADDRESS

#### Physical Address

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

### 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

**Website address:** www.rmbprivatebank.com

### RMB CREDIT CARD COMPLIANCE OFFICER

#### Physical Address

The Compliance Officer  
3<sup>rd</sup> Floor  
1 First Place  
BankCity  
cnr Simmonds and Pritchard Streets  
Johannesburg  
2001

#### Postal Address

First National Bank  
PO Box 1153  
Johannesburg  
2000

**Tel:** 011 371 7953

**Fax:** 011 371 2192

### RMB CREDIT CARD COMPLAINTS DEPARTMENT

**E-mail address:** clientserviceinterventions@rmbprivatebank.com

### LEGAL NOTICES MAY BE SERVED AT

#### Physical Address

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

### OMBUDSMAN FOR BANKING SERVICES

#### Physical Address

28 Harrison Street  
Johannesburg  
South Africa  
2000

### Postal Address

PO Box 5728  
Johannesburg  
2000

**Tel:** 011 838 0035 / 0860 800 900

**Fax:** 011 838 0043

**E-Mail address:** Info@obssa.co.za

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

### FAIS OMBUDSMAN (Advice-related Complaints)

#### Physical Address

Sussex Office Park  
Ground Floor, Block B  
473 Lynnwood Road  
Cnr Lynnwood Road and Sussex Avenue  
Lynnwood  
0081

#### Postal Address

PO Box 74571  
Lynnwood Ridge  
0040

**Tel:** 012 470 9080 / 0860FAISOM (0860324766)

**Fax:** 012 470 9097

**E-mail address:** info@faisombud.co.za

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

### LONG-TERM INSURANCE OMBUDSMAN (Complaints)

#### Physical Address

Third Floor  
Sunclare Building  
29 Dreyer Street  
Claremont  
Cape Town  
7700

#### Postal Address

Private Bag X7735  
Claremont  
Cape Town  
7735

**Tel:** 021 657 5000

**Fax:** 021 674 0951

**E-mail address:** info@ombud.co.za

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

#### Postal Address

Financial Services Board  
PO Box 35655  
Menlo Park  
0102

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

**Fax:** 012 347 0221

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

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

### THE NATIONAL CREDIT REGULATOR

(Regulates Creditors / Debt Counsellors / credit bureau) /  
THE NATIONAL CONSUMER TRIBUNAL (Complaints)

**Tel:** 0860 627 627

**Website address:** www.ncr.org.za

### CREDIT BUREAU

#### Transunion ITC

**Tel:** 0861 482 482

Authorised Financial Services and Credit Provider (NCRCP20). Reg. No. 1929/001225/06.

## WEALTH & LEGACY MANAGEMENT



**FOR ALL SERVICE QUERIES RELATING TO:**

- RMB Private Bank Credit Card New Applications
- Lost or Stolen Cards
- Fraud
- RMB Private Bank Credit Card Cancellations
- RMB Private Bank Credit Card Collections
- Deceased Estate Department
- RMB Private Bank Credit Card Limit Increase
- RMB Private Bank Credit Card Authorisations
- RMB Private Bank Credit Card Retention
- Balance Transfer Division

**Tel:** 087 575 9411

**Fax:** 0860 674 444

**E-mail address:** ServiceSuite@rmbprivatebank.com

**Website:** www.rmbprivatebank.com

**Debt Review Centre**

**Tel:** 0860 362 002

**NCA Helpline**

**Tel:** 0860 627 627

Authorised Financial Services and Credit Provider (NCRCP20). Reg. No. 1929/001225/06.

## WEALTH & LEGACY MANAGEMENT