



DEBIT ORDER DISPUTE and STOP PAYMENT Terms and Conditions

(Date last amended: 1 November 2023)

1. APPLICATION

These terms and conditions apply to you if you are disputing and/or stopping a Debit Order collection that has been processed against your Bank account. In proceeding with a Debit Order collection Dispute or Stop Payment request it will be deemed as your acceptance of these terms and conditions.

2. SCOPE OF THIS AGREEMENT

These Terms and Conditions must be read together with all other relevant general, product and channel terms & conditions. If there is a conflict between this agreement and any other product or channel terms and conditions, the provisions of these terms & conditions will take precedence for Debit Order Disputes and Stop Payment requests only. Please read these terms and conditions carefully. Should you not understand any part of these terms and conditions, you must contact the Bank for assistance before proceeding with a Dispute or Stop Payment request. The Bank processes your personal information in accordance with the terms as set out in the FirstRand Privacy Policy accessible via the Bank's online banking channel.

3. INTERPRETATION

In this agreement, the following words will have the following meanings:

- 3.1. The words, 'you' or 'your' means the account holder and/or their authorised user/s.
- 3.2. The words 'us', 'we' or 'our' only means the Bank.
- 3.3. 'Days' will mean calendar days unless qualified by the word 'business'. A 'business day' means any day other than a Saturday, Sunday or official public holiday as gazetted or declared by the government of the Republic of South Africa.

4. DEFINITIONS

- 4.1. 'Authorise' is when you confirm certain details of your DebiCheck Debit Order with us using one of our channels.
- 4.2. 'Bank' means First National Bank (FNB), all divisions of FirstRand Bank Limited with registration number 1929/001225/06.
- 4.3. 'DebiCheck' means a specific type of Debit Order, where you are required to on a once-off basis, Authenticate/Authorise the Debit Order with us before it can be collected from your account.
- 4.4. 'Debit Order' means an agreement or mandate that you provide to a third party, such as your service provider, or a representative of your service provider, to collect money from your bank account.
- 4.5. 'Dispute' means a request by you to reverse a successful Debit Order collection processed against your account.
- 4.6. 'EFT' means Electronic Funds Transfer.
- 4.7. 'Stop/Suspend/Stop Payment' means a request by you to stop and/or suspend future collections of a particular Debit Order.

5. CONDITIONS

- 5.1. It is your responsibility to ensure that you have funds available in your account to meet your Debit Order collections.
- 5.2. DebiCheck Debit Orders are Authorised by you on a once off basis prior to being collected from your account, unless certain details change on your DebiCheck Debit Order, and then we may ask you to Authorise those changes.
- 5.3. The Bank does not verify other type of Debit Orders, such as an EFT Debit Order, prior to collecting from your account. It is your responsibility to check your transaction history and/or Bank statements regularly and report any unauthorised Debit Orders immediately to us.
- 5.4. Where you suspect a fraudulent Debit Order has been collected against your account, you must Dispute and Stop using one of our channels such as our Banking App or by contacting us immediately on 087 575 9404. It is your responsibility to report the suspected fraudulent Debit Order to the service provider directly.
- 5.5. By proceeding with a Dispute and/or Stop/Suspend request you understand that FNB is acting on your request and cannot be held liable for any loss, damage, or consequence because of the Dispute and/or Stop Payment of your Debit Order.
- 5.6. The Bank is not a party to the contract between you and your service provider and cannot become involved in any further Dispute in this regard.
- 5.7. Where you are unable to Dispute and/or Stop a Debit Order using our unassisted channels, you must contact your banker or the number on the back of your card for further assistance.



6. CONDITIONS SPECIFIC TO DISPUTES

- 6.1. You are entitled to request the Bank to Dispute a Debit Order collection which is unauthorised or has not been collected in accordance with the Debit Order that you agreed with a service provider.
- 6.2. Not all Debit Order collections can be Disputed and/or reversed. For instance, you cannot Dispute a Debit Order collection that was collected more than 365 (three hundred and sixty-five) days before, or you cannot Dispute a Debit Order collection that you have Disputed before.
- 6.3. It is your responsibility to ensure you have been given a copy of your Debit Order by your service provider.
- 6.4. A DebiCheck Debit Order is Authenticated/Authorised by you and once Authenticated/Authorised, you will not be able to Dispute a collection unless the amount and/or date of the collection differs to what you Authenticated/Authorised on the DebiCheck Debit Order.
- 6.5. You will also not be able to Dispute a collection where you have agreed with your service provider that the date of the DebiCheck Debit Order can be adjusted, and the date of your DebiCheck Debit Order collection falls on a public holiday or weekend, but your service provider has collected on the business day prior.
- 6.6. Where you Dispute an EFT Debit Order collection processed against your account more than 40 (forty) days from the date of your Dispute, we must request a copy of the Debit Order from the service provider via their bank. The service provider must submit a copy of the Debit Order within 30 (thirty) days. Please note that we may not be in a position to reverse the collection should we receive a copy of the Debit Order that corresponds to the collection.

7. CONDITIONS SPECIFIC TO STOP PAYMENTS

- 7.1. By instructing the Bank to Stop your Debit Order, this will prevent future collections for this Debit Order.
- 7.2. You will be required to provide an amount range for the Debit Order you are requesting the Bank to Stop. All Debit Orders from this service provider with the same information and for an amount that is within the amount range you have provided, will be Stopped.
- 7.3. A Stop Payment request will be effective 5 (five) business days after your request is received.
- 7.4. A Stop Payment once applied will remain in effect for a period of 12 (twelve) months. You must contact your service provider to arrange for the Debit Order to be cancelled.
- 7.5. FNB will not be liable should the service provider change any details of the Debit Order after the Stop Payment has been placed. It is your responsibility to check your transaction history and/or Bank statements regularly and report any unauthorised Debit Order collections immediately to us.

8. COSTS OF DEBIT ORDER DISPUTES AND STOP PAYMENTS

- 8.1. All Disputes and Stop Payment requests are executed upon your instruction at a cost, whether successful or not.
- 8.2. The Bank reserves the right to amend the Pricing Guide, and fees/costs on its products. Please refer to your latest pricing guide. We may change our fees from time to time. We will advise you of this by giving you notice of the changes within a reasonable time before the change takes effect.

9. WE CAN CHANGE THESE TERMS AND CONDITIONS AT ANY TIME.

We have the right to change these terms and conditions or add new terms and conditions for the use of these products and services at any time. Whenever we change these terms and conditions, we will electronically update this document. We will notify you about any significant (important) changes to this agreement or the rules.

10. GOVERNING LAW

These Terms and Conditions will be governed by and interpreted in accordance with the laws of the Republic of South Africa.