

FNB Life

5 First Place, 3rd Floor, Bank City
9 Kerk Street
Johannesburg, 2000
PO Box 1153
Johannesburg, 2000
www.fnb.co.za



FNB Smart Housing Customer Protection Plan

The FNB Customer Protection Plan ("Plan"), which is a Credit Life Insurance policy, is subject to the terms, conditions and exclusions set out in this document and must be read with the Credit Agreement. This document explains how the Plan works. You must keep this document in a safe place.

1. Who is the insurer?

FirstRand Life Assurance Limited ("FirstRand Life") is the insurer. Any reference to "we, us, our, ourselves" in this document shall mean FirstRand Life or FNB, as the case may be.

2. Who is covered under the Plan?

The person as specified in the Credit Agreement as the "Insured Person". For the purposes of this document, the Insured Person will be referred to as "you, your, yourself". You are only covered for the benefits set out in your Credit Agreement and subject to these Terms and Conditions.

3. Definitions

Credit Agreement means the Loan Agreement that you've entered into with FNB relating to your loan.

Disability means you becoming so physically or mentally impaired, whether totally or partially, or temporarily or permanently, that your ability to earn an income, or meet the obligations under the Credit Agreement, is impaired, and includes, but is not limited to, Occupational Disability.

- **Permanent** or **Permanently** means Disability that is irreversible and continuous;
- **Temporary** or **Temporarily** means Disability that lasts for more than a month but is not Permanent.

Occupational Disability means a form of Disability where your impaired ability to earn an income or meet the obligations under the Credit Agreement arises from a physical or mental impairment, which renders you unable to continue your employment, own occupation, profession or trade.

Pensioner means you are permanently retired from the workforce or any occupation or profession that provides your primary income, and you qualify to receive a pension which is paid from a pension fund or provident fund, or you qualify to receive an older person's grant.

Remaining Repayment Period means the amount of time in which instalments are still payable based on the duration of the Credit Agreement. This is calculated from the date of the claim event.

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

Self-employed means your primary income is earned from being a sole proprietor, or partner in a firm or association, or a member of a close corporation, or a director of a company, or a trustee of a trust, or you are employed in a family-owned business.

Unable or Inability to Earn an Income means you are incapable of earning the total income that you earned from any occupation, work, job or business for a full calendar month, provided that you must have earned such income for at least three-consecutive calendar months after the Start Date of the Plan and immediately before you became unable to earn such income, and the reason for you becoming unable to earn an income may not be disability or pregnancy.

Unemployed or Unemployment means you are not employed or engaged in any occupation, work, job or business for remuneration or profit.

4. What risks are you covered for?

In the event of your **Death**, or if you become **Permanently Disabled** while you are insured under this Plan, we will settle the outstanding balance of your total obligations under the Credit Agreement.

If you become **Temporarily Disabled**, we will pay all your obligations under the Credit Agreement that become due and payable:

- For a period of 12 months from the date where you became Temporarily Disabled;
- For the Remaining Repayment Period; or
- Until you are no longer Temporarily Disabled, whichever is the shorter period.

You will be allowed to make multiple claims for Temporary Disability for the duration of your Plan. However, the claims made must not be related to the same Temporary Disability event.

If you become **Unemployed** or if you are **Unable to Earn an Income** during the period of insurance, other than as a result of Disability, we will pay all your obligations under the Credit Agreement that become due and payable:

- For a period of 12 months from the date you became Unemployed or Unable to Earn an Income;
- During the Remaining Repayment Period; or
- Until you become employed or are able to earn an income; whichever is the shorter period.

You will be allowed to make multiple claims for being Unemployed or Unable to Earn an Income for the duration of the Plan. However, the claim must not be related to the same Unemployment or Inability to Earn an Income event and must not be with the same employer.

If you are Unemployed on the Start Date of this Plan, you will

not have cover for being Unemployed or Unable to Earn an Income, and you will also not be covered for Occupational Disability during any time of the period of insurance, even though you might later become employed.

If you are a Pensioner on the Start Date of this Plan, you will not have cover for being Unemployed or Unable to Earn an Income, and you will also not be covered for Occupational Disability during any time of the period of insurance.

If you are Self-employed, or employed in the informal sector on the Start Date of this Plan, you will not have cover for being Unemployed or Unable to Earn an Income, and you will also not be covered for Occupational Disability during any time of the period of insurance.

If we pay a claim for Temporary Disability or Unemployment/Inability to Earn an Income, we will waive your monthly premium for the period where the benefit is paid for by us.

5. What are the exclusions and limitations (when will you not be covered)?

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

Death or Disability resulting from:

- Wilful self-inflicted injury or suicide for a period of 12 months from the Start Date of this Plan;
- Active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, insurrection, rebellion, revolution, civil commotion or uprisings, military power;
- Any pre-existing condition/s that you were aware of and that affected you in the 12 months prior to the Start Date of this Plan will be excluded for a period of 12 months after the Start Date of this Plan; and
- Disability that arose within 3 months of the Start Date of this Plan.

Unemployment or Inability to Earn an Income resulting from:

- Retrenchment or termination of employment within the first 3 months after the Start Date of this Plan;
- Lawful dismissal, including dismissal as a result of wilful misconduct that is a violation of some established, definite rule of conduct, a forbidden act, wilful dereliction of duty or misconduct;
- Voluntary forfeiture of salary, wages, or other employment income;
- Voluntary retrenchment or termination of employment;
- Resignation;
- Retirement;
- Participation in an unprotected strike; and
- Retrenchment of which you were aware of or received notice of during the 3 months prior to Start Date of this Plan.

Any covered event, if:

- The Terms and Conditions of this Plan are not met; or
- Any information provided upon taking out this Plan and the Credit Agreement, or updating any of the Plan details, or the submission of a claim, is materially incorrect, fraudulent, misrepresented or omitted. We also reserve our rights to recover any

amount paid on a claim, which later transpires to have been a fraudulent claim; or

- The covered event arose from participation in a criminal activity.

6. When does the cover and Plan start?

Once your Plan is accepted by the Insurer when the loan amount has been paid-out to you under your Credit Agreement ("Start Date"), the contract (which includes the Plan Schedule, Customer Agreement and Terms and Conditions, where applicable) will take effect from the cover Start Date, as reflected in your Plan Schedule. We will notify you once cover is accepted.

7. When does the cover and Plan end?

The Plan and all cover ends:

- When the Credit Agreement ends;
- When the Plan is cancelled;
- When you miss 2 consecutive premiums on the Plan;
- On the date the last Insured Person dies; or
- When a claim is paid on the Death or Permanent Disability of any Insured Person

Cancellation: You can cancel the Plan at any time, provided the Credit Agreement allows for this. We will refund any premiums paid if the cancellation is within the 2 months from the Start Date of the Plan (this is known as the "cooling-off period") and if you haven't claimed, otherwise no refund of premium will be made.

8. What is the premium for the Plan?

Your premium will be calculated as shown in the Credit Agreement.

Premium Adjustment: Premiums may be reviewed every year and may or may not be adjusted. Premium adjustments will only be done if it is not viable for us to provide cover under this product under this pricing anymore. The increase or decrease of premiums, or the termination of the Plan, will be done for everyone who has this Plan and not only you. In such cases, we will tell you 31 days ahead of time of any changes or termination being made.

9. How and when to make a claim?

Notification and submission: The claimant (you, a family member, or appointed executor) must notify us of a claim as soon as the claim event occurs. The claim event occurs:

- On the date of your Death;
- On the date you are diagnosed by a medical practitioner to be Disabled; or
- On the date you become Unemployed or are Unable to Earn an Income.

The claimant must submit a claim within 12 months after the claim event occurring. If the claimant doesn't do this, we shall not be liable to pay any benefits under this Plan for such claim. Notification can be done telephonically or by email at Tel: 087 736 7775; Email: fnblifeclaims@fnb.co.za.

Documentation: You can request claim forms, documentation or information from us by using the contact details provided above. The claimant needs to:

- Complete and sign any claim form we need before we can begin with the Claim;

- Work with us by giving us all evidence and information we may need to make a decision on a claim;
- Work with us by giving us any extra evidence or information we may need at any time; and
- Bear the cost of getting this evidence and information.

This includes the cost of certified translations of evidence and information in a language other than an official language of South Africa, and the cost of evidence and information needed from outside the borders of South Africa.

Conditions: If you are diagnosed with a condition, illness or injury, you need to undergo reasonable medical treatment by appropriate medical practitioners (a qualified medical specialist supervising your care for that specific condition, illness or injury). This is needed to reasonably prevent a claim event from happening. If a claim needs to be made, we may also need you to see a medical practitioner of our choice to give us extra evidence and information. We will pay the costs of such a medical practitioner. We will only pay the claim when all evidence and information has been accepted by us.

If we reject your claim: You have 90 days to lodge your objection in writing. We will reassess your claim based on any representations made in support of your request for a review and advise you of our final decision in writing. We shall be relieved of liability and a claim shall be deemed to have prescribed should summons not have been served on us within a period of 180 days of receipt of our final decision. This 180 days' period is in addition to the 90 days referred to above.

10. General Terms and Conditions

This Plan does not have any surrender or paid-up value.

This means that if you cancel the Plan, you will not receive any premiums back or any pay out. You also cannot borrow money against this Plan, or use it as security for a loan other than the Credit Agreement.

Processing of your information: We will process (collect, use, store or otherwise deal with) your personal information and special personal information (as defined in the Protection of Personal Information Act, 2013) ("the Information") and that of third parties which you provide (like the Information of your family), for the purposes of providing services and products to you.

We will also share the Information with financial institutions for the purposes of providing our services and products to you. **You must have permission to give the Information of third parties to us and you indemnify us against any and all losses by or claims made against it as a result of you not having the required permission.** The Information will be processed in terms of our Privacy Notice (available on the FNB website) and the law. The Information you provide us with is given voluntarily. If you withhold the Information that we request, withhold consent for the processing of the Information or object to the processing of the Information, this may result in us not establishing or continuing a business relationship with you. This may limit your access to our service and products.

Changes to the Plan: You can cancel a change to the Plan within 2 months of making it. We shall refund any additional premium paid as a result of that change if you haven't claimed.

Reviews and Cancellations by us: We have the right to change or cancel the Plan and/or the premiums that you must pay if the law permits us 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 31 days of any such change being implemented.

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

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

Disclosure of material facts: It is your obligation to accurately and properly disclose all material facts to us. If any of the information or statements that you give us is wrong or if you did not give us the relevant information when starting, or updating your Plan, we have the right to:

- To change the Terms and Conditions of your Plan;
- To cancel your Plan from any date that we choose and to keep your premiums for the cover you had until the date of cancellation;
- To treat your Plan as if it had never started and refund your premiums, less any costs we have incurred (for example, administration costs);
- To not pay out any claims; or
- To recover from you any amounts that we have paid for previous claims.

You are entitled to a copy or written or printed record of your Plan and any transaction requirement upon your request. You are requested not to sign any blank or partially completed document.

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

Generally, premiums are not tax deductible and benefits paid are not taxable. However, any additional interest received by a Plan Holder will be taxable in their own hands. This should not be considered tax advice and Plan Holders are advised to contact their own tax consultants for tax advice.

11. Regulatory Disclosures

Product Supplier and Underwriter: FirstRand Life is a licensed life insurer, Licence No. 00102/001; Registration No. 2014/264879/06; 3rd Floor, 5 First Place, 9 Kerk Street, BankCity, Johannesburg, 2001; PO Box 1153, Johannesburg, 2000; Tel. 087 736 7775; Email: fnblife@fnb.co.za.

FAIS class and type of product: Category 1, Sub-category 1.22 (Long-term Insurance- Category B1-A).

Financial Services Provider and Intermediary: First National Bank ("FNB"), a division of FirstRand Bank Limited, an authorised financial services and credit provider (NCRCP20); Registration No. 1929/001225/06; 3rd floor, 1 First Place, Simmonds Street, BankCity, 2001; PO Box 1153, Johannesburg, 2000; (visit the FNB website); Tel: 087 575 9404; Email: fnblife@fnb.co.za.

FNB is a registered financial services provider for this class and type of product.

The Plan is provided under a contractual agreement between FirstRand Life and FNB, authorising FNB to distribute the Plan and attend to certain administrative functions. FNB has a written mandate to act for FirstRand Life. There is a contract between FNB and FirstRand Life for which it collects a fee for services rendered for this Plan.

FNB takes responsibility for the actions of its authorised representatives insofar as they are providing financial services. Some representatives may be rendering services under supervision and will inform you accordingly FNB and FirstRand Life are associates in terms of the FAIS Act. FirstRand Life and FNB hold professional indemnity insurance cover.

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

12. Complaints Procedures

Plan or Claim Complaints: If you have any complaint about this Plan or a claim, please contact the Complaints Call Centre on Tel: 087 575 9408; Email: care@fnb.co.za. You can contact the FirstRand Life compliance officer on Tel: 087 736 7775; Email: insurancepillarcompliance@fnb.co.za.

Financial Services Provider Complaints: If you have any complaint about the financial services provider, FNB, or how the Plan was sold to you, you can contact the Complaints Call Centre at Tel: 078 272 9408; Email care@fnb.co.za. You can contact the FNB Compliance Officer on Tel: 087 575 9404.

Unresolved Complaints: If we still dispute or reject your claim and you are not satisfied with the reasons provided for such rejection or if you have any unresolved dispute about this Plan, you may refer the matter to the Ombudsman for Long-term Insurance: Private Bag X45, Claremont, 7735; Tel: (021) 657 5000; Fax: (021) 674 0951; Email:

info@ombud.co.za; Website: www.ombud.co.za.

If after you have contacted FNB and you have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman: PO Box 74751, Lynnwood Ridge, 0040; Tel: (012) 762 5000 / (012) 470 9080; Email: info@faisombud.co.za; Website: www.faisombud.co.za.

13. FirstRand Privacy Term and Privacy Notice:

- Your personal information (which, for the purposes of this term, includes special personal information) will be held by entities within the FirstRand Group.
- To better understand the entities that form part of the FirstRand Group and how your personal information is treated, please refer to FirstRand's Privacy Notice which forms part of this privacy term. The Privacy Notice can be found on our Platform (for example our banking app or website) or contact us to request a copy.
- In this privacy term references to "we", "us" or "our" are references to the entities in the FirstRand Group, and all affiliates, associates, cessionaries, delegates, successors in title or third parties (authorised agents and contractors), when such parties are acting as responsible parties or operators in terms of applicable privacy laws, unless stated otherwise.
- By accepting these Terms and Conditions or by utilising any products or services ("Solutions") offered by us, you acknowledge that in order to:
 - conclude and fulfil contractual terms or obligations to you;
 - comply with obligations imposed by law; or
 - to protect or pursue your, our, or a third party's legitimate interests, including offering Solutions that best meet your needs;
- Your personal information may be processed through centralised functions and systems across entities in the FirstRand Group and may be used for the purposes, in the manner, and with the appropriate controls as set out in our Privacy Notice.
- Where it is necessary to obtain consent for processing outside of this privacy term, we will explicitly seek your consent separately.
- We want to ensure that you fully understand how your personal information may be used. We have described the purposes for which your personal information may be used in detail in our Privacy Notice. We have also set out further information about accessing, correcting or objecting to the processing of your personal information in our Privacy Notice. We strongly advise that you read our Privacy Notice.
- For the purposes of these Terms and Conditions the responsible party is the party with whom you are contracting a Solution, as well as other entities in the FirstRand Group, which are listed in our Privacy Notice as responsible parties. For the contact details of these responsible parties, please see our Privacy Notice.