

## FNB Short Term

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Cnr Pixley Ka Isaka Seme & Pritchard Streets  
Johannesburg, 2001  
PO Box 1153  
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www.fnb.co.za



VR: 202207

## FNB First Warranty Policy Terms and Conditions

The FNB First Warranty Policy ("policy") is subject to the terms, conditions, benefits and exclusions set out in this document and must be read with the policy schedule. This document explains how the policy works.

### 1. Who offers this policy?

Your policy is insured by FirstRand ShortTerm Insurance Limited. Motorite Administrators (Pty) Limited is the administrator "We, us or our" refers to FirstRand Short Term Insurance Limited, FNB Short Term, FNB or Motorite while "You or your" refers to the policyholder.

### 2. Additional criteria to qualify for cover

Your vehicle must:

- Be in a sound mechanical condition.
- Be roadworthy. A roadworthy certificate may be required.
- Have a Gross Vehicle Mass (GVM) less than 3 500kg. We will not cover Light Commercial Vehicles, Multi-Purpose Vehicles, Recreational Vehicles (RV's) or Sports Utility Vehicles (SUV's).
- Have an up-to-date service history. Proof of pre-delivery service must be kept because this may be requested if you claim. If you do not have an up-to-date service history on take-up, you must have the vehicle serviced within 30 days after the start date. If this is not done, the policy will be invalid, and claims may be rejected.

### 3. Policy options

- **Option 1:** Vehicles less than 5 years old from date of the vehicle's first registration, and that have travelled less than 120 000 km.
- **Option 2:** Vehicles less than 8 years old from date of the vehicle's first registration, and that have travelled less than 180 000 km.
- **Option 3:** All other vehicles that do not qualify for any of the above.

This policy will end after 36 months from start date or when the vehicle has travelled over 300 000 km from the date of first vehicle registration, whichever occurs first.

### 4. Items covered and the benefit limits

Cover starts on the Start Date noted in the confirmation of welcome letter, which is your policy schedule. We cover claims for covered components against failure up to the benefit limit below. Any claim over the limit will be for your own account. Failure means a mechanical or electrical operational or structural failure of covered components due to a defect, fatigue or normal wear and tear.

Components covered		Benefit limits including VAT		
		Option 1	Option 2	Option 3
<b>Air-conditioner</b>	Air-conditioner compressor, condensor, or receiver dryer. If there is a mechanical failure, then the re-gassing is covered.	R4500	R3500	R2500
<b>Braking system</b>	Servo unit, master cylinder, handbrake actuator, complete wheel cylinders unit, complete calipers unit, vacuum pump, ABS control unit or related braking system sensors. This excludes friction items.	R4500	R3500	R2500
<b>Cambelt failure</b>	Breaking or stripping of teeth of the cambelt and any resulting damage (for example: bent valves).	R4500	R3500	R2500
<b>Central locking</b>	Central locking mechanism, pumps, solenoids or actuator motors.	R2000	R1500	R1000

<b>Clutch</b>	Clutch plate, clutch fork, pressure plate, slave cylinder, release bearing, flywheel, clutch actuator and master cylinder. The clutch cover is covered if there is a mechanical failure.	R4500	R3500	R2500
<b>Cooling system</b>	Water pump, radiator, welsh plugs, thermostat, thermo switch, viscous fans or radiator cooling fan, heater radiator, oil coolers, auxiliary water pump and related cooling system sensors. This excludes pipes and hoses.	R4500	R3500	R2500
<b>Differential</b>	Differential casing if damaged by a covered component, all internally lubricated components and related sensors.	R14000	R9000	R7000
<b>Differential lock</b>	All internally lubricated components, differential actuator, or related sensor.	R5500	R4500	R3500
<b>Drive pulleys</b>	Crankshaft, camshaft, jockey pulley or idler pulley. The drive pulley is covered if there is a mechanical failure.	R2000	R1500	R1000
<b>Drive shafts</b>	Servo unit, master cylinder, handbrake actuator, complete wheel cylinders unit, complete calipers unit, vacuum pump, ABS control unit or related braking system sensors. This excludes friction items.	R4500	R3500	R2500
<b>DVD system</b>	Original manufacturer fitted LCD screen, RF module, digital video disc player or power converter. The DVD system is covered if there was an internal electronic failure.	R2000	R1500	R1500
<b>Electrical components</b>	Alternator, starter motor, front or rear wiper motor, instrument cluster display or electric window motors. This excludes switches and wiring.	R4500	R3500	R2500
<b>Electronic ignition</b>	Solid-state control, triggered units, ignition control unit (ECU) where fitted as standard by the manufacturer or electrical steering lock for keyless entry vehicles. This excludes ignition switch and barrel.	R4500	R3500	R2500
<b>Electronic key</b>	Original manufacturer unit and covers internal electronic failure. This excludes damage caused by negligence or water.	R2000	R1500	R1500
<b>Electric winch</b>	Original manufacturer fitted motor	R4500	R3500	R2500
<b>Electric sunroof motor</b>	Original manufacturer fitted motor	R2000	R1500	R1000
<b>Emission system</b>	Catalytic convertor for failure due to normal operational wear, the Exhaust Gas Recirculation (EGR) Valve or EGR cooler. This excludes routine maintenance or failure from carbon build-up.	R4500	R3500	R2500
<b>Engine</b>	Internally lubricated components, engine block if damaged by a covered component, burnt valves or related engine sensors. This excludes cambelt failure, cracked cylinder heads or breakdown from overheating.	R20000	R14000	R11000
<b>Free wheel hubs</b>	Complete unit.	R4500	R3500	R2500
<b>Fuel system</b>	Carburettor, fuel pump, diesel pump, airflow meter, fuel accumulator, fuel distributor, warm-up regulator, air sensor, injectors or related fuel system sensors. This excludes service, tune-up or diesel pump calibration.	R4500	R3500	R2500
<b>GPS system</b>	Original manufacturer-fitted navigational display unit or control unit due to internal electronic failures.	R2000	R1500	R1500
<b>Induction system</b>	Throttle body, throttle body position sensor, intake manifold or swirl flap motor.	R4500	R3500	R2500
<b>Intercooler</b>	Original manufacturer fitted unit.	R5500	R4500	R3500
<b>Internet system</b>	Original manufacturer fitted power converter, satellite receiver, satellite dish or wireless receiver due to internal electronic failure.	R2000	R1500	R1500
<b>Lubricants and fluids</b>	Oils and coolants required in the event of an authorised repair. This include engine oil, gearbox oil, differential oil, power steering fluid, radiator coolant or brake fluid. This excludes routine maintenance oil or coolant change.	R1000	R750	R500

<b>Management system</b>	Engine management Electronic Control Unit (ECU), transfer box ECU, super charger ECU or the transmission management ECU, electronic brake distribution control unit or gear lever ECU.	R5500	R4500	R3500
<b>Overfueling</b>	Damage or breakdown to a covered component due to overfueling. This includes the replacement, adjustment or service of faulty injectors, injection pumps or associated parts.	R4500	R3500	R2500
<b>Overheating</b>	Damage or breakdown to a covered component due to overheating. This includes cracked cylinder head(s) or engine failure.	R4500	R3500	R2500
<b>Phone system</b>	Original manufacturer fitted charger, cradle, microphone, speakers or phone due to internal electronic failure.	R2000	R1500	R1500
<b>Super charger</b>	Original manufacturer fitted unit.	R5500	R4500	R3500
<b>Suspension / air suspension</b>	Upper and lower wishbones with associated ball joints or bushes, air suspension pump, leaf or coil springs, compressor, connecting links or associated bushes, torsion bar (anti-roll bar) bushes or related sensors. This excludes bellows.	R4500	R3500	R2500
<b>Steering</b>	Internal parts of the steering box, rack or pinion mechanical or electrical power steering pump, electric steering motor, tie-rod ends, rack ends, steering knuckles or related steering sensors. This excludes rubber boots. Tie-rod end is covered if there is a mechanical failure.	R4500	R3500	R2500
<b>Transfer box</b>	Internally lubricated components, transfer box casing if damaged by a covered component, actuator or related sensors.	R14000	R9000	R7000
<b>Transmission for automatic vehicles</b>	Internally lubricated components, transmission casing if damaged by a covered component, gear linkages, gear lever, AMT unit, DSG unit, transaxle, torque convertor, flex-plate or related transmission sensors.	R14000	R9000	R7000
<b>Transmission for manual vehicles</b>	Internally lubricated components, ring gear, gearbox casing if damaged by a covered component, gear linkages, gear lever bushes, transaxle or related transmission sensors.	R14000	R9000	R7000
<b>Turbo charger</b>	Original manufacturer fitted unit, turbo Electronic Control Unit (ECU), actuator, impellers, shafts, bushes or casings.	R5500	R4500	R3500
<b>Wheel bearings</b>	Wheel bearings and hubs	R4500	R3500	R2500

**Mechanical breakdown:** The sudden and unforeseen breaking of covered components. This does not include parts that are not broken and replaced during repairs.

If more than one component from separate component categories fails at the same time, the component with the highest cost will be covered up to the benefit limit or up to the quoted cost of the repair, whichever is less. Only one component per claim will be covered. Maximum limit may be applied for covered components where the repair cost is less than the benefit limit applicable to the original cause of failure. If the repair cost is less, then this covers the additional repair cost up to the benefit limit. If the maximum limit is not applied, then the repairs to the other failed part(s) and costs over the limit will be for your own account.

If a Motorite approved supplier is used, then all workmanship and materials (excluding electrical components) are guaranteed for 6 months to a year (component dependant). You can request the details of the guarantee supplied by the repairer from us, and we will help to pursue a claim under the guarantee by our approved suppliers. We may cover a component where no breakage occurred due to fair wear and tear. Fair wear and tear is deterioration through use or age that results in actual mechanical failure. If we approve this claim, it will be limited to 50% of the repair cost or 50% of the benefit limit, whichever is less. We may repair, replace, or pay cash for a damaged part. Service exchange units (pre-overhauled replacement units) may be used. If a part is not available in South Africa as a standard ready-made article, we will pay either the value of the part, or the manufacturer's last published list price for the part, whichever is less. Components removed for replacement become our property.

This Policy is subject to the laws and jurisdiction of the courts of the Republic of South Africa.

## 5. Additional benefits covered and the limits of liability

Benefits covered		Benefit limits including VAT		
		Option 1	Option 2	Option 3
<b>Accommodation</b>	If a breakdown or incident happens more than 100km from your home, we will arrange hotel accommodation for the passengers of your vehicle.	R1250	R1000	R1000
<b>Alternative transport</b>	This excludes cover when your vehicle is in for maintenance service. Car hire by a vehicle hire company and excludes fuel. This is available for 24 hours after approval of the mechanical claim. To qualify you require: <ul style="list-style-type: none"> <li>• A valid credit card;</li> <li>• A valid driver's license; and</li> <li>• To be over 18 years.</li> </ul> OR Public transport by a carrier (road or rail) to your home or destination. Travel tickets and payment receipt must be submitted to us.	R1250	R1000	R1000
<b>Insurance excess payment</b>	If your vehicle is a total loss, we will pay the insurance excess amount of your comprehensive motor insurance policy if you cannot claim for the excess under another insurance policy.	R1250	R1000	R1000
<b>Towing</b>	If the breakdown occurred from a covered part, we will refund the payment. Relevant proof of payment is required at claims stage.	R1250	R1000	R1000
<b>Vehicle financing instalment</b>	If repairs to your vehicle takes longer than 14 business days from the date of claim approval, we will refund a portion of the monthly vehicle instalment.	R1250	R1000	R1000

## 6. How to claim

To register a claim, contact us through any of the below channels:

- Call 087 312 1071, or
- Email [authorization@motorite.co.za](mailto:authorization@motorite.co.za)

Office hours are between Monday to Friday from 08:00 to 17:00.

If you submit a claim, we will require the following:

- Your policy number;
- The nature of the breakdown;
- The odometer reading of the vehicle at the time of the breakdown;
- The address where the vehicle can be inspected;

You must deliver the vehicle to a workshop that is approved by Retail Motor Industry (RMI), the manufacturer or us. The dealership can contact us on your behalf to claim. You must ensure that no repair work is done on your vehicle until we have given authorisation for the work to be carried out. Any repair work started or carried out without our prior written authorisation will invalidate the claim.

You must submit a claim within 7 working days from the date of incident. You must send us the details and proof of the claim within 30 days of the claimable event. We may need access to inspect your vehicle. We will not approve claims where repairs were carried out without prior authorisation and an official order or claim number from us. If your breakdown is a valid claim, we will issue an order number to you and the dealership. This order number will be the amount approved for the repair. After the repair work is complete, you or the dealership must send us an itemized invoice with the order number. We will pay the approved amount to you or the dealership. You are responsible for paying the dealership any amount over the approved amount. When you collect your vehicle after repair, check that all work is properly completed. If you are not satisfied with the work done, advise the repairer and do not accept the vehicle.

It is your obligation to accurately and properly disclose all material facts. You remain responsible for the accuracy and completeness of all answers, statements or other information provided by you or on behalf of you. Misrepresentation, fraud, non-disclosure of a material fact or an incorrect or inaccurate statement or information by you or on your behalf may lead to the rejection of a claim or the cancellation of this Policy, or any section of the Policy, and no refund of any premiums.

## **7. Exclusions and components not covered**

We will not cover a claim for:

- a) Services, maintenance items, seals, oil leaks, cambelt replacement, drive shaft boots or drive shaft failure from worn or damaged boots or covers, handbrake mechanisms, brake friction surfaces, V-belts, fan belts, gear linkages or auxiliary equipment.
- b) Replacement or repair where the cause of the failure happened before the start date.
- c) Costs recoverable from a comprehensive motor insurance policy, other non-warranty insurance policies.
- d) Change to make a new vehicle from old.
- e) Normal wear and tear deterioration where no failure or breakage occurred.
- f) Breakdown of recalled components by the vehicle Manufacturer.
- g) Costs incurred where the vehicle's speedometer or odometer is not connected, not working or has been tampered with.
- h) Mechanical breakdown while the vehicle is under the manufacturer's warranty.
- i) Repairs carried out before we authorized it or that was carried out by any unauthorised person.
- j) Transport for commercial purposes for example transport of paying passengers, a security vehicle or as a rental vehicle.
- k) Damaged caused by an external impact or collision.
- l) Corrosion to the crankcase, cylinder liners or cooling system.
- m) Consequential losses, theft, loss of profits.
- n) The costs of stripping of the engine.

We will not cover the replacement or repair to:

- a) Drive shafts or steering racks caused by damaged dust covers.
- b) Service items that need changing at specific or regular intervals. Examples include oil, grease, filters, hydraulic fluid, additives or antifreeze, spark plugs, points, condenser or consumables.
- c) Electric wiring.
- d) Components caused by the failure of hoses or pipes.

We will not cover claims where the failure of, or damage to, a component is caused by:

- a) An external source, if it is caused from the lack of due care by the driver or you.
- b) A non-covered component or part.
- c) Negligence or lack of due care by the driver or you

We exclude cover from breakdowns caused by:

- a) Improper servicing, improper maintenance.
- b) Driver neglect, abuse, or overloading.
- c) Improper repairs of injectors or injection systems.
- d) Using experimental vehicle parts.
- e) Use of the vehicle outside the manufacturer's design intention.
- f) Modifications which have not been approved by the vehicle manufacturer, including engine conversions and turbo-charged units.
- g) Using fuel, oil or petroleum products in the vehicle's fuel or lubrication system for which the vehicle's engine or ancillary systems are not designed.
- h) Contamination by water, sand, mud or foreign bodies entering or blocking cooling elements, mechanical or electrical system.
- i) Roadways not usual to normal road. Exception is made to four-wheel drive vehicles where the vehicle is driven within the manufacturer's specifications.
- j) Racing, speed testing, or any competitive use.

We will not cover costs that are regarded as betterment. If a repair requires new or exchange units which in our opinion is more than what we deem necessary, the difference in costs will be your responsibility.

## **8. When does the cover and policy end?**

The policy and all cover ends:

- When the policy is cancelled.
- If you do not pay the premiums as agreed.
- On your death. If this happens, we may transfer the rights under this policy to any other person.

- 36 months from start date
- If the vehicle has travelled 300 000 km from the date of first vehicle registration. If this happens, please contact us. 3

## 9. When must the premium be paid?

The premium is payable monthly in advance by debit order on the premium due date noted in your welcome letter. Partial premium will not be accepted. We will debit your premium each month by debit order on your chosen debit order date. Premiums must be debited from your chosen South African bank account. The policy is automatically renewed for a further month every time you pay the premium. Notification of any changes in banking details must be provided to the Administrator at least 10 days before the next premium is due. Should premium be unpaid as a result of insufficient funds or reasons outside of your control, we will notify of the missed premium and will collect a single premium on the following premium due date. In event that you miss 2 (two) consecutive premiums the policy will lapse and all cover and benefits in relation thereto will immediately be cancelled. In the event of claim being payable under this policy, any premiums that were not successfully collected will be deducted from the claim amount payable. If the debit order date falls on a Sunday or a South African public holiday, we will debit your premium on either the business day before or after your chosen date. If you cancel the debit order mandate, your obligations will remain. The mandate may be ceded to a third party if the plan is also ceded to that party.

**Period of Grace:** You will be entitled to a period of 30 days from the premium due date in which to pay your premium. This period of grace only applies from the second month of the currency of this plan. Should you wish to make payment on a missed premium contact the plan's Administrator.

## 10. What do we expect from you?

You must take all reasonable steps to service the vehicle and keep it roadworthy. You must stop using the vehicle if it breaks down or if you think a breakdown is about to happen. It is your responsibility to ensure that the cambelt is replaced as per the manufacturer's requirements. Services must be carried out at dealerships that offer full repair and service facilities. Acceptable dealerships include dealerships that are appointed as service agents for the manufacturer, approved by the manufacturer, are members of the RMI (Retail Motor Industry), or are approved by us.

You must service and maintain your vehicle according to the manufacturer's specifications and recommended intervals. Where this is not known, contact us. You must keep receipts or invoices as proof that services were carried out in the proper manner. If regular service and maintenance is not done, your claim may be rejected, even if the failed part is not a routinely maintained part. We allow an extension of a service due on the vehicle to run over by 1000 km or 30 days either side of the service interval, whichever comes first. This may differ to the manufacturer's service run-over or grace period.

## 11. Policy review and cancellation

You can cancel the policy at any time. If you cancel within 31 days from the policy's Start Date and you have not claimed, then we will refund any premiums paid. This policy does not have any surrender or paid-up value. We have the right to change or cancel the policy, benefits, premiums for any reason, including but not limited to:

- Comply with legislation or other rules applicable to this policy.
- Ensure our reputation remains intact or is not compromised.
- The policy no longer remaining financially feasible for the Insurer. This may be applicable to a product line.
- Stop undesirable or criminal activity.

## 12. Complaints and claims rejection process

If you have a complaint, you can submit it by calling 0875759408 or sending an email to [care@fnb.co.za](mailto:care@fnb.co.za). If we reject a claim or any portion of it, you have 90 days to ask us in writing for a review of the decision. We will review the claim decision when we receive the request and tell you of our reviewed decision in writing. If you do not serve a summons on us within 180 days from the day when we tell you of our final decision, we will be relieved of our liability and your claim will be deemed to have prescribed. This 180-day period is in addition to the 90 days as referred to above. If we still reject your claim and you are not satisfied with the reason that we give for the rejection or if you have any unresolved dispute about this Plan, you may refer the matter to the Ombudsman for Short-term Insurance; 110 Oxford Road, Houghton Estate, Johannesburg, 2196. P. O. Box 32334, Braamfontein, 2017. Tel: (011) 726-8900 Fax: (011) 726-5501. Email: [info@ombud.co.za](mailto:info@ombud.co.za); [www.ombud.co.za](http://www.ombud.co.za).

## 13. General conditions

This policy will be subject to the Laws that apply in the Republic of South Africa. We may be lenient in enforcing the terms and conditions if it is to your benefit. This will not prevent us from being able to enforce any existing or future right we have. If you have any other policy insurance covering the same loss or damage covered by this policy, we are only liable to contribute a pro-rata proportion of loss or damage. If we ask, you must help us to bring legal proceedings against any party responsible for your

loss. We are entitled to bring such legal proceedings in your name. We will have full discretion in the conduct of any proceedings or in the settlement of any claim.

We communicate to you with the contact details we have for you. Any communication that we send by post will be considered as delivered 15 working days from sending the communication. All other forms of communication will be considered as delivered on the date of being sent. You can ask for a copy of a written or printed record of any transaction.

#### **14. Intermediaries**

The Intermediary is authorised to act on behalf of the insurer. The Intermediary has not received more than 30% of total remuneration, including commission, from the insurer in the preceding year. The Intermediary has a contractual relationship with the insurer and is authorised by them to market their insurance products. The Intermediary holds appropriate Professional Indemnity Insurance and Fidelity insurance. The Intermediary does not directly or indirectly hold more than 10% of the insurer's shares or has any equivalent substantial financial interest in the insurer. FNB and FirstRand Short Term Insurance are associates in terms of the FAIS Act. 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 can be found at <https://www.firstrand.co.za/investors/governance-and-compliance/>

The Engine Room Direct Solutions (Pty) Ltd. Reg. No. 2009/005040/07, FSP No. 45528, is an Authorised Financial Services Provider for Fais categories: Category 1 Short Term Insurance – Personal Lines A1; Short Term Insurance – Personal Lines; Short Term Insurance – Commercial Lines;

Physical Address: MotoVantage House, Stonemill Office Park, 300 Acacia Road, Blackheath, Johannesburg. Postal Address: PO Box 1034, Gallo Manor, 2052. Contact details: 0860 126 837, [info@the-engine-room.co.za](mailto:info@the-engine-room.co.za). Compliance officer: The Compliance Officer [compliance@motovantage.co.za](mailto:compliance@motovantage.co.za)

First National Bank, a division of FirstRand Bank Limited, Reg. No. 1929/001225/06. An authorised Financial Services and Credited Provider (FSP3071, NCRCP20) and is authorised to provide categories Short-term Insurance (Advice & Intermediary Services): 1.2 Personal Lines, 1.6 Commercial Lines. Physical address: 5 First Place, Bank City, Cnr Pixley Ka Isaka Seme & Pritchard Streets, Johannesburg, 2001. Postal address: PO Box 650149, Benmore, 2010. Contact number 0877367772. Insurance Pillar Compliance [insurancepillarcompliance@fnb.co.za](mailto:insurancepillarcompliance@fnb.co.za).

#### **15. Insurer**

FirstRand Short Term Insurance Limited, Reg. No. 2018/234369/06, is a licensed non-life Insurer. Physical address: 5 First Place, Bank City, Cnr Pixley Ka Isaka Seme & Pritchard Streets, Johannesburg, 2001. Postal address: PO Box 650149, Benmore, 2010. Contact number 0877367772. Insurance Pillar Compliance [insurancepillarcompliance@fnb.co.za](mailto:insurancepillarcompliance@fnb.co.za). The Insurer has professional indemnity insurance.

#### **16. Administrator**

Motorite Administrators (Pty) Ltd Reg No. 1997/00063707. P.O. Box 1034, Gallo Manor, 2052 MotoVantage House, Stonemill Office Park, 300 Acacia Road, Blackheath, Johannesburg, 2195. For all claims and admin queries call 087 312 1079

Motorite Administrators (Pty) Ltd is an Authorised Financial Services Provider FSP 9861, for Fais categories: Category 1 Short Term Insurance Personal Lines, Short Term Insurance Personal Lines A1, Short Term Insurance Commercial Lines. Compliance Officer: The Compliance Officer [compliance@motovantage.co.za](mailto:compliance@motovantage.co.za). The Administrator has professional indemnity insurance.

The Insurer has appointed Motorite to perform the binder function of settling claims for a binder fee 5.62% of Gross Written Premium (total premium written by the Insurer). First Warranty is a short-term insurance personal lines product.

#### **17. Financial Service Provider Complaints**

Financial Services Provider Complaints: If you have any complaint about the financial services provider, FNB, you can call 0860 11 22 44; or email [care@fnb.co.za](mailto:care@fnb.co.za). To contact the compliance officer call 011 371 7953.

**Unresolved Financial Service Provider Complaints:** If after you have contacted FNB and you still have any unresolved dispute about the financial service provided to you, you can contact the FAIS Ombudsman, address: Menlyn Central Office Building, 125 Dallas Avenue, Waterkloof Glen, Pretoria, 0010 Tel: (012) 762 5000; Fax: (086) 764 1422. Email: [info@faisombud.co.za](mailto:info@faisombud.co.za) or [enquiries@faisombud.co.za](mailto:enquiries@faisombud.co.za); [www.faisombud.co.za](http://www.faisombud.co.za).

## 18. 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.