

## **BUSINESS CREDIT CARD TERMS & CONDITIONS**

These terms and conditions form part of the agreement which govern the use of the credit card and further regulate the relationship between the Bank, the Business Client and the cardholder. The use of the credit card will be deemed as acceptance of all the terms and conditions governing the agreement. These terms and conditions are applicable to all Business card accounts.

### **Sections in this Agreement**

<b>Section A:</b>	Card Conditions of Use	<b>Section C:</b>	Value-add services
<b>Section B:</b>	Account Charges and Fees		

#### **(i) Section A: Card Conditions of Use**

##### **1. Issue of the card**

- 1.1 The issue of the card is subject to the terms and conditions of our card scheme as published by us from time to time.
- 1.2 The card remains our property always and the Business Client must return it to us immediately on our request.
- 1.3 The credit cards are Visa-branded cards, issued by us under licence of Visa.

##### **2. Acceptance of these terms and conditions**

- 2.1 The use of the Credit Card by the Business Client or the cardholder will be deemed as the Business Client's acceptance of all the terms and conditions governing the agreement.
- 2.2 Should the Business Client have entered into this agreement electronically, telephonically or in writing such mechanisms utilised to enter into this agreement shall be valid, binding and undisputed.

##### **3. Use of the Card**

###### **3.1 General obligations when using the card.**

- 3.1.1 Only the cardholder may use the card. The Business Client and the cardholder must ensure that no one else uses the card.
- 3.1.2 When the cardholder receives the card, he/she must sign the back of the card in ink immediately.
- 3.1.3 When the card is issued to the cardholder, the cardholder may be given a PIN, which the cardholder may change at his/her discretion at any FNB ATM.
- 3.1.4 When a card has been reissued to the cardholder, the PIN (if issued) the cardholder used for his/her previous card will still be valid. The cardholder may change this PIN at any FNB ATM.
- 3.1.5 The cardholder must keep the card safe and the PIN (if issued) secret and separate from the card.
- 3.1.6 The PIN will enable the cardholder to draw cash, transfer funds (where applicable), make local deposits, make purchases (if required by the merchant) and otherwise operate the card at ATMs.
- 3.1.7 The cardholder must only use the card during the period stated on the front of the card, unless it is cancelled before the expiry date in terms of Clause 14. After this period the card will be invalid.
- 3.1.8 The Business Client and the cardholder must not use the card for any illegal transactions. It is the responsibility of the Business Client and the cardholder to determine that a transaction is lawful before the cardholder uses the card.
- 3.1.9 When the card is used to buy goods or services from a merchant, the cardholder must sign a transaction voucher and/or apply his/her PIN, as required by the merchant.
- 3.1.10 The cardholder must sign a cash withdrawal voucher when using the credit card to draw cash other than from an ATM.
- 3.1.11 If the transaction takes place by mail order, telephone order or other access channel the cardholder will be asked for

certain card related information before he/she may use these channels to transact.

##### **3.2 Credit Card**

- 3.2.1 The cardholder may purchase goods and services with the credit card at merchants that accept Visa or Visa Electron branded credit cards (as applicable depending on the card type).
- 3.2.2 The cardholder may not use the credit card for fuel and fuel-related purchases in Namibia.
- 3.2.3 The Visa Electron credit card is for electronic use only, which means that it can be used at an electronic point of sale device and at an ATM.
- 3.2.4 If the cardholder uses the credit card outside the Common Monetary Area, the Business Client and the cardholder must comply with applicable Exchange Control Regulations.
- 3.2.5 We must report transactions that occur outside the Common Monetary Area to the Bank of Namibia.
- 3.2.6 Any transaction or payment in a currency other than Namibian Dollar ("Dollar") will be converted to Namibian Dollar at Visa's prevailing rate of exchange on the date of posting the transaction to the cardholder account. The transaction will appear on the Business Client control account statement in Namibian Dollar.
- 3.2.7 Use of the card to access and transact over our other delivery channels like electronic banking or cellphone banking is subject to the terms and conditions of such other channels.

##### **3.3 PetroCard**

- 3.3.1 The PetroCard Account will be linked to a control account in the name of the Business Client.
- 3.3.2 The cardholder may use the PetroCard, at selected merchants, to purchase fuel and fuel-related products (including petrol, diesel, oil, additives and lubricants) and motor vehicle spares, parts and accessories.
- 3.3.3 The cardholder may also use the PetroCard to pay for motor vehicle repairs, vehicle maintenance services.

##### **a. 3.4 Lodge Card**

- 3.4.1 The Lodge Card is issued for use by the Business Client at its nominated agent only and must remain lodged with the agent.
- 3.4.2 The Lodge Card may only be used for the specified purpose as stated in the application for this card.
- 3.4.3 It is the responsibility of the Business Client to ensure that the Lodge Card remains lodged with the agent and that the card is used for the intended purpose, as agreed between the Business Client and the agent.
- 3.4.4 Lost Card Protection is not available on the Lodge Card and the Business Client will be held responsible for any unauthorised transactions, which take place on the Lodge Card.
- 3.4.5 The Business Client acknowledges that the nominated agent is not our agent.
- 3.4.6 The Business Client must provide the agent with a written mandate, in the form prescribed by us (the "Lodge Card Agreement" is available from our Card Division), which will

entitle the agent or any of its employees to transact on the card on behalf of the Business Client.

#### i. 3.5 Aviation Card

- 3.5.1 The Aviation Card is a Visa credit card. We recommend that the card only be used to purchase aviation fuel, oils and lubricants and other goods and services related to the operation and maintenance of an aircraft.
- 3.5.2 The Aviation Card may be used for a specific aircraft, in which case the aircraft's registration details will be embossed on the card. Alternatively, the card may be used for any aircraft as advised by the Business Client in the application for the card.
- 3.5.3 The Aviation Card may only be used by:
- The pilot whose signature appears on the reverse thereof, or
  - Any person nominated by the Business Client from time to time, provided the card is embossed with the words "Any Pilot".

#### 4. General information

- 4.1 We will not be liable if a merchant refuses to accept or honour the card.
- 4.2 It is our decision to authorise a transaction. We will not be liable if we do not authorise a transaction.

#### 5. Unauthorised use of the card

- 5.1 The Business Client and the cardholder must take all reasonable steps to prevent any unauthorised use of the card and PIN (if a PIN has been issued).
- 5.2 In the event of your card being stolen, lost or unreturned by an ATM, or where your card details or your PIN have been compromised, you must notify FNB Credit Card immediately by calling the Lost Card number.
- 5.3 Lost Card Protection (LCP) is included in the annual card fee and will protect the Business Client and the cardholder against unauthorised and fraudulent use of the card, except for PIN-based transactions, if the card is lost or stolen.
- 5.4 If the Business Client or the cardholder is negligent in safeguarding the card or in reporting the card lost or stolen, the Business Client will be liable for unauthorised and fraudulent transactions that occur on the card as a result of the loss or theft, except for PIN based transactions.
- 5.5 If either the Business Client or the cardholder is negligent in reporting the card lost or stolen or in safeguarding the card, they will not be covered under LCP and will be responsible for all unauthorised and fraudulent use of the card.
- 5.6 Any delay in reporting the card lost or stolen, will be regarded as negligence and the Business Client or the cardholder will have to prove to us that they were not negligent.
- 5.7 Any unauthorised transaction made using the card and PIN will not be covered by us and will be the sole responsibility of the Business Client and the cardholder.

#### 6. System Malfunctions

- 6.1 We are not liable for any loss suffered by the Business Client and/or the cardholder arising from any malfunction, failure or delay in any ATM, electronic point of sale device, access channel or shared networks.

#### 7. Authority to debit the cardholder account

- 7.1 Each time the cardholder uses the card or the card details to make a purchase or cash withdrawal, we will debit the cardholder account with the amount of the purchase or cash withdrawal, whether or not a transaction slip or cash withdrawal voucher has been signed.
- 7.2 Transactions reflected on the cardholder account will be transferred to the Business Client control account, monthly, on the billing date applicable to the Business Client control account.
- 7.3 All payments we 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.
- 7.4 A dispute between the Business Client and/or cardholder and any merchant will not affect our right to debit the cardholder account with any transaction, transfer the transaction amount

to the Business Client control account and receive payment of the transaction amount.

#### 8. The credit limit on the Business Client control account

- 8.1 We decide the credit limit on the Business Client control account.
- 8.2 The Business Client and the cardholder must ensure that they do not exceed the limit allocated to the card.
- 8.3 The Business Client must ensure that it does not exceed the limit allocated to the Business Client control account.
- 8.4 The Business Client may apply for an increase in the credit limit on the cardholders account.
- 8.5 The Business Client must instruct us on how to allocate the Business Client control account credit limit to the cardholder/s.
- 8.6 The Business Client and the cardholder are responsible for managing the card's credit limit.
- 8.7 We may refuse to authorise purchases and cash withdrawals if the cardholder has exceeded the credit limit on the card.
- 8.8 If we accept a transaction that results in the cardholder exceeding his/her credit limit, it does not mean that we have extended or increased the credit limit on the card.
- 8.9 Where the Business Client applies for an increase to the credit limit an affordability assessment will be conducted.
- 8.10 We may, at our discretion and at any time, reduce the credit limit on the control account.

#### 9. Interest

##### 9.1 **Interest on accounts, which have an interest-free period: (All Business card accounts have an interest-free period, unless specifically excluded in this document or in product marketing material)**

- 9.1.1 The Business Client will not be charged interest on purchase transactions during the interest-free period, being the period from the date of the purchase transaction until the due date for payment, as reflected on the Business Client control account statement.
- 9.1.2 The Business Control account statement will show amongst others:
- The full outstanding amount which the Business Client owes us and
  - The due date by which this amount must be paid.
- 9.1.3 The Business Client must pay the full outstanding amount reflected on the Business Client control account statement.
- 9.1.4 If the Business Client pays the full outstanding amount on or before the due date shown on the Business Client control account statement, no interest will be charged on the Business Client control account, except for those transactions set out in clause 9.6, where interest will be charged from date of transaction.
- 9.1.5 If the Business Client does not pay the full outstanding amount on or before the due date shown on the Business control account statement, the Business Client will be charged interest on the statement balance, as reflected on the Business Client control account statement, from the date of each transaction made with the card, and on any new purchase transactions made on the card.
- 9.1.6 This means that if the Business Client does not pay the full outstanding amount by the due date shown on the Business control account statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction made with the card, until the Business Client has settled the full outstanding amount owed to us.
- 9.1.7 When the Business Client has settled its full indebtedness to us, we will restore the balance of the interest-free period that is the period from date of full settlement until the due date for payment as reflected on the Business Control account statement.
- 9.2 **Interest on accounts that do not have an interest-free period**
- 9.2.1 If an interest-free period is not available on the Business Control account, interest will be charged immediately from the date of each transaction, unless there is a credit balance on the account sufficient to settle the full transaction amount.
- 9.3 **Debit interest calculation**
- 9.3.1 Debit interest will be calculated daily, and capitalised and charged to the Business Control account monthly.

9.4	<b>Debit interest applicable to Usury Act Customers</b>	12.1.2	Unless the Business Client lets us know, in writing, within thirty (30) days of the statement date that there is an error on the monthly statement issued to the Business Client, the statement sent to the Business Client will be final and binding.
9.4.1	Debit interest will be calculated at the rate decided by us from time to time as shown on the Business Control account monthly statement, but will not exceed the maximum permissible annual finance charge rate allowed under the Usury Act.	12.1.3	Should the Business Client not receive its monthly Business Client control account statement, the Business Client must bring this to the attention of our Card Division.
9.4.2	Debit interest will be calculated and capitalised and charged at the maximum permissible annual finance charge rate allowed under the Usury Act when this agreement ends and/or the Business credit facility ends.	12.1.4	If any transaction is incorrectly disputed, interest will accrue in the normal course on the transaction amount.
9.5	<b>Transactions that will always attract interest immediately.</b>	12.1.5	When this agreement and/or the Business Client credit facility ends, the Business Client will no longer receive its monthly statement.
9.5.1	Interest will be charged immediately, from the transaction date, for the following transactions, unless there is sufficient credit balance in the cardholder account to settle the transaction amount: <ul style="list-style-type: none"> <li>• Cash withdrawals with the credit card;</li> <li>• Travellers cheque purchases with the credit card;</li> <li>• Electronic funds transfers which result in a debit balance on the cardholder account or the Business Control account (as applicable);</li> <li>• Fuel or fuel-related transactions with the PetroCard.</li> </ul>	12.2	<b>Payments and deposits</b>
9.6	<b>Credit interest on the cardholder account and the Business Control account</b>	12.2.1	Payment may not reach us on the same day as it is made, due to possible delays and the time it takes to be processed. We consider the payment to have gone through only once we receive the payment at our Card Division's offices in Namibia. The Business Client should allow for time delays when making payment.
9.7.1	The Business Client will earn interest on any credit balance on the Business Control account and the cardholder account.	12.2.2	All payments we receive will be credited as applicable, first to expenses incurred by us in collecting any amount owed, then to charges and fees, then to interest, and lastly to the transaction amount/s.
9.7.2	Credit interest will be calculated daily averaged over the full statement period and will be credited to the account that earned the credit interest (either the cardholder account or Business Control account) monthly.	12.2.3	If a payment is sent to us by post, we will only be obliged to credit the Business Client control account when we receive the payment at our Card Division's offices in Namibia. The risk of the postal payment being intercepted, lost or stolen whilst in transit to us remains the risk of the Business Client or the cardholder (as applicable depending on the payer) until the payment is received at our Card Division's offices in Namibia.
9.7.3	Credit interest rates may be tiered in which case the tiered rates will be shown on the Business Control account statement.	12.2.4	If a cheque is deposited into the Business Client control or the cardholder account, the proceeds of the cheque will only be available as cleared funds when the drawer bank has honoured the cheque irrespective of the cheque clearance period. If the cheque proceeds are made available on these accounts prior to the cheque being honoured, we are entitled to debit the account with the amount of the cheque proceeds and any associated interest if the cheque is subsequently dishonoured by the drawer bank for whatever reason.
10.	<b><u>Product Base Rate</u></b>	12.3	<b>Auto payment/direct debit orders</b>
10.1	Product Base Rate is the rate that your personalised interest rate is derived from – which is the Repo rate. The Product Base rate can be changed at any time at our discretion.	12.3.1	In terms of the auto payment/direct debit order authorisation by the Business Client, the Business Client has the option of paying the account with the full amount as indicated on the monthly account statement between the statement date and the selected due date.
11.	<b><u>Liability</u></b>	12.3.1.1	Where the Business Client has an existing direct debit order authorisation wherein the specified date on which the debit order is to be deducted from the account provided, we will continue to deduct monthly on the specified date.
11.1	<b>Business Client liability</b>	12.3.1.2	Should the auto payment/direct debit order be returned unpaid, we will make further attempts to debit the Business Control account thereafter to ensure a successful payment, which costs the Business Client will be liable for.
11.1.1	The Business Client is liable to pay us any and all amounts debited to the Business Control account and/or the cardholder account, irrespective of the account structure.	12.3.1.3	The Business Client confirms that the banking details that appear on the auto payment/direct debit order authorisation are correct.
11.2	<b>Cardholder liability</b>	12.3.1.4	Missed auto payments/debit orders will not result in the cancellation of the auto payment/direct debit order.
11.2.1	In the event the Business Client does not discharge its indebtedness to us in full, each cardholder will be jointly and severally liable, as co-principal debtor, together with the Business Client, for the amount owing in respect of the cardholder's use of the card/s issued to the cardholder.	12.3.7	Payment may not reach us on the same day as it is made, due to possible delays and the time it takes to be processed. We consider the payment to have gone through only once we receive the payment at our Card Division's offices in Namibia. The Business Client should allow for time delays when making payment.
11.2.2	The transaction/s performed by the cardholder will reflect on the cardholder account and will be transferred to the Business Control account on account billing date. The cardholder will also be liable for interest levied on the said transaction amount/s and applicable fees/charges.		
11.3	<b>Suretyship</b>		
11.3.1	We may, within our discretion and at any time, request the directors or members (as applicable) of the Business Client to sign a deed of suretyship, undertaking personal liability for amounts debited to the Business Control account and the cardholder account.		
12.	<b><u>Statements, Payments, Deposits</u></b>		
12.1	<b>Monthly statement</b>	13.	<b><u>Amendments to these terms and conditions</u></b>
12.1.1	We will send the Business Client a monthly Business Client control account statement that will show amongst others: <ul style="list-style-type: none"> <li>• Each cardholder's transactions for the month;</li> <li>• Any interest, fees and charges;</li> <li>• The full amount owed to us and</li> <li>• The due date by which this amount must be paid.</li> </ul>	13.1	The Business Client and the cardholder may not amend any of these terms and conditions unilaterally.
		13.2	We will inform the Business Client of any amendments by sending it a notice of amendment or the amended terms and

	conditions or by setting out the amendments on the Business Client control account statement.		Holiday, the correspondence is considered to have arrived on the next Business Client day.
13.3	It is the responsibility of the Business Client to inform the cardholder/s of the amendments.	15.9	Should the domicilium address of the Business Client client change, either party can inform the other in writing.
13.4	We may inform the Business Client of the amendment/s electronically in which case we will give the Business Client details of how to access the amended terms.	16.	<b><u>Information consent</u></b>
13.5	The amendments will be binding on the Business Client and each cardholder and will form part of these terms and conditions twenty one (21) days after we have sent the Business Client the amendments.	16.1	The Business Client and the cardholder agree that we may: <ul style="list-style-type: none"> <li>• Perform a credit search on their credit profile with a registered credit bureau when assessing the granting of credit facilities to the Business Client;</li> <li>• Check their payment behaviour, at any time, by researching their profile at one or more registered credit bureaux;</li> <li>• Disclose and record the existence of the Business Client control account and how the Business Client has conducted its account with one or more registered credit bureaux. Other credit grantors may access this information when assessing the Business Client' credit application with them.</li> </ul>
13.6	If the Business Client is dissatisfied with the amendments, it has the right to end this agreement before the end of the twenty one (21) day period, in which case, the provisions of clause 14.4 shall apply.		
14.	<b><u>Ending this Agreement</u></b>		
14.1	We may, within our discretion, end this agreement and/or the cardholder's right to use the card and/or the Business Client credit facility. We will inform the Business Client of the reason for ending this agreement and/or the cardholder's right to use the card and/or the Business Client credit facility.	17.	<b><u>Request for Information</u></b>
14.2	Our right to act under clause 14.1 will typically be exercised if the Business Client fails to pay us any amount due on time or at all, if the Business Client breaches any term of this agreement, if there is fraud or we suspect there may be fraud on the Business Client control or the cardholder account, if the Business Client is provisionally or finally liquidated or placed under judicial management or if we are compelled to do so by law.	17.1	The Business Client may request information in respect of only the Business Client' card control and cardholder account/s from us either in writing or by calling our Card Division on the telephone number as shown on the monthly statement.
14.3	The Business Client may, at any time, end this agreement.	18.	<b><u>Other important terms</u></b>
14.4	When this agreement and/or the Business Client credit facility and/or the cardholder's right to use the card ends: <ul style="list-style-type: none"> <li>• The full indebtedness of the Business Client and the cardholder will immediately become due and payable;</li> <li>• The Business Client and the cardholder must pay us (in terms of the liability clause in this agreement) any amounts outstanding under this agreement;</li> <li>• The Business Client will be solely responsible for destroying all the cards issued in the name of the Business Client or specific cards, as requested by us. Please note that when destroying the card, the Business Client must cut through the magnetic stripe and card number so the card cannot be used again.</li> </ul>	18.1	The Business Client must keep us informed of any changes to its financial situation.
		18.2	We may in law set off any amount that we owe the Business Client, or that appears as a credit in any account the Business Client has with us (First National Bank of Namibia Limited), against any amount that the Business Client owes us at any time.
14.5	Even if this agreement ends, we will be entitled to rely on the rights acquired under this agreement before it ended.	18.3	The Business Client may not refuse to pay any amount owing to us in respect of the Business Client control account and/or the cardholder account in terms of clause 12.1.1 on the basis that the Business Client may have another claim against us.
15.	<b><u>Where and how we may contact the Business Client</u></b>	18.4	The cardholder may not refuse to pay any amount owing to us in respect of the cardholder account in terms of clause 12.1.1 on the basis that the cardholder may have another claim against us.
15.1	We may send the Business Client necessary account information by post, fax, e-mail, SMS message or other similar technology.	18.5	If we need to take legal action against the Business Client and/or the cardholder to recover any amount they owe us, one of our managers or officers will produce a certificate to the Court, recording the amount owed to us and that this amount is due and payable. If the Business Client or the cardholder disagrees with this certificate they will need to prove to the Court that the certificate is incorrect. We do not need to prove the appointment of our manager or officer.
15.2	The Business Client control account statement will be sent to the Business Client' chosen postal address or e-mail address as supplied to us on application or during the currency of this agreement.	18.6	If the Business Client control account goes into arrears, the Business Client and/or the cardholder will be liable for all legal fees, on the attorney and own client scale, including collection commission and tracing fees.
15.3	The Business Client must supply us with its correct postal and/or e-mail address at all times. We will not be responsible if any statement and other related information is sent to the wrong address.	18.7	The Business Client and the cardholder agree that any action brought against either of them to recover the money that they owe us may be brought in the Magistrate's Court, even if the amount that we claim from them exceeds the jurisdiction of the Magistrate's Court.
15.4	Formal legal notices and summonses will be served at the trading address of the Business Client as supplied on application or during the currency of this agreement, which address the Business Client and the cardholder choose as their domicilium citandi et executandi.	18.8	We are obliged by law to regularly update the Business Client' and the cardholder's personal particulars. We may contact the Business Client and the cardholder from time to time in this regard and the Business Client and the cardholder will be obliged to provide us with the information requested.
15.5	The Business Client and/or the cardholder should send all formal legal notices and summonses to us at the following address which we choose as our domicilium citandi et executandi: FNB Credit Card Legal, 25 Schonlein Street, FNB Building , Ground Floor Windhoek West, Namibia.	18.9	A concession that we may give the Business Client and/or the cardholder, will not affect our rights against the Business Client and/or the cardholder in terms of this agreement.
15.6	If any of the addresses set out on the card application change, the Business Client must notify us immediately of such change, in writing, on a Business Client letterhead, duly signed by an authorised representative.	18.10	Namibian law will govern this agreement.
15.7	Any correspondence sent to the Business Client via post will be considered to have arrived within seven (7) days of posting.	18.11	These terms and conditions, as amended by us from time to time, together with any application form signed by the Business Client and the cardholder or the application information supplied to us telephonically or by fax or by e-mail, together with the eBucks rewards programme (if
15.8	Any correspondence sent to the Business Client by fax or by e-mail will be considered to have arrived on the day that it was sent. Where this day is a Saturday, Sunday or Public		

applicable) and value-add services' terms and conditions, form the whole agreement between us.

- 18.12 The headings in this agreement will not affect the interpretation of it.
- 18.13 The Business Client and/or the cardholder shall not be entitled to defer payment or refuse to make payment of any amounts payable by the Business Client and/or the cardholder in respect of the Business Client control account and/or the cardholder account, on the basis that the Business Client and/or the cardholder has a claim or query regarding any of the services provided for in Sections D of this agreement.

## Section B: Account Charges and Fees

### 19. Charges and Fees

- 19.1 Apart from the credit related charges to the Business Control account, the account will be debited for non credit related charges.
- 19.2 The Business Client may obtain a copy of our pricing guide from any FNB Outlet, or by contacting our Credit Card Division, or on our web site, [www.fbnamibia.com.na](http://www.fbnamibia.com.na).
- 19.3 Fees and charges are reviewed annually or at any time at our discretion in which event the Business Client will be notified as per clause 13.2. We will send our pricing guide to the Business Client in our annual pricing notice.
- 19.4 Once debited to the account, fees and charges are non-refundable and will not be reversed.

## Section C: Value-add services

### 20. Comprehensive Global Travel Insurance (Automatically included on the credit card)

#### 20.1 **Benefits Summary**

- 20.1.1 This is a summary of the terms, conditions and exclusions of the Travel Policy.
- 20.1.2 The Travel Policy is available on our web site, [www.fnb.co.za](http://www.fnb.co.za), or you may contact the Global Travel Helpdesk and they will send the Travel Policy to you. If anything is unclear, please contact the Global Travel Insurance Help Desk on 0861 490 100.
- 20.1.3 The benefits under the Travel Policy are automatically available when the Business Client / cardholder buys a travel ticket (public conveyance) in Namibia & South Africa using their FNB Business Credit Card.
- 20.1.4 By purchasing travel tickets in Namibia & South Africa (or other specified countries as detailed in the Policy) at full fare on the FNB Business Credit Card, prior to the departure).
- 20.1.5 This offer only applies if the cardholder is a Namibian or South African citizen (or a citizen of other specified countries as detailed in the Policy) under the age of 76 (seventy six) years and purchases their travel tickets in Namibian & South Africa (or other specified countries as detailed in the Policy). Please obtain a copy of the Travel Policy prior to travelling and ensure you fully understand the Policy.
- 20.1.6 As certain credit card products may be excluded from the benefits under the Travel Policy, the Business Client must contact the Global Travel Helpdesk prior to the purchase of the travel ticket with the card, to find out which products are excluded.
- 20.1.7 If the cardholder is between 76 and 85 years of age, we can offer the cardholder another travel insurance option.
- 20.1.8 The benefits under the Travel Policy are available to cardholders up to and including the age of seventy five (75) years.
- 20.1.9 The benefits under the Travel Policy will be available for the first ninety (90) days of the cardholder's journey or until the cardholder reaches the final destination set out on his/her travel ticket, whichever occurs first.
- 20.1.10 International SOS (Pty) Ltd ("International SOS") provides emergency assistance while you are travelling overseas. If the cardholder needs assistance they may contact International SOS on the telephone number supplied by us.

The cardholder may "reverse-charge" the call to International SOS from anywhere in the world.

- 20.1.11 The maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the policy shall be limited to N\$10 000 000 (10 million Namibian Dollars) per travel ticket debited to a valid credit card issued by First National Bank of Namibia Limited (which has been specifically nominated by the bank).
- 20.1.12 The benefits of the Travel Policy for children under sixteen (16) years old are limited under the Personal Accident Section of the Travel Policy.
- 20.1.13 The maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the Personal Accident section shall be limited to N\$5 000 000 (5 million Namibian Dollars) per valid credit card issued by First National Bank of Namibia Limited (which has been specifically nominated by the bank).
- 20.1.14 The benefits are summarised in the table of benefits below these benefits are subject to change on reasonable notice to the Business Client / cardholder.

### 20.2 **Medical Conditions excluded under the Travel Policy**

- 20.2.1 Pre-existing illness if the cardholder received medical advice or treatment six months prior to starting his/her journey.
- 20.2.2 Chronic, recurring or continuing illness.
- 20.2.3 Acute or chronic psychiatric, psychological or emotional conditions, suicide, self-inflicted injury, alcohol, drugs and narcotics abuse.
- 20.2.4 Cardiac, cardiovascular, vascular and cerebro vascular illness for persons sixty five (65) years or older.
- 20.2.5 Physiotherapy and chiropractic charges over N\$1000.00 (one thousand Namibia Dollar), except while the cardholder is in hospital.
- 20.2.6 Sexually-transmitted diseases.
- 20.2.7 Human Immunodeficiency Virus ("HIV") and HIV-related illnesses including Acquired Immune Deficiency Syndrome (AIDS) and any derivative or variation of it, however caused.
- 20.2.8 Pregnancy, childbirth, abortion, miscarriage, obstetrical procedures.

### 20.3 **Other Travel Policy exclusions**

- 20.3.1 If the cardholder travels in a public conveyance as a non-fare paying passenger.
- 20.3.2 If the cardholder's journey is for emigration purposes.
- 20.3.3 If the cardholder's loss, damage, death, injury, illness, disablement or expense is caused by:
- Participation in professional sports or as a national representative in competitive sporting activities;
  - Participation in dangerous activities, hobbies, interests or sports as set out in the Travel Policy;
  - War, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, uprising, military or usurped power, civil commotion or riot.
  - Any Luggage claim that has not been reported to police or transport carrier immediately and for which a written police or irregularity report has not been obtained.
  - Luggage/Personal Effect – Any single item in excess of N\$1 000 (one thousand Namibian Dollars).
- 20.3.4 Claims for treatment by homeopaths, naturopaths, reflexologists, or any other alternative medicine.
- 20.3.5 If the cardholder incurs expenses for travelling abroad to seek medical treatment.
- 20.3.6 If the cardholder incurs medical expenses after completion of his/her journey.
- 20.3.7 No consequential loss cover is available under the Travel Policy.
- 20.4 **inContact**  
(Optional service available on the credit card and PetroCard)
- 20.4.1 *inContact* is a messaging service, which enables the Business Client to track financial transactions made through the use of the card.
- 20.4.2 The Business Client will receive real-time confirmation by SMS and/or e-mail of deposits into the Business Client

- control or cardholder account, electronic transfers, withdrawals and purchases, which will be sent to the Business Client' nominated cellphone number and/or e-mail address.
- 20.4.3 The Business Client is responsible for ensuring that we have its correct cellphone number and/or e-mail address at all times.
- 20.4.4 We will not be held responsible if an SMS and/or e-mail is sent to the incorrect number or address, if the Business Client has not updated its records with us.
- 20.4.5 We cannot guarantee the accuracy or arrival time of an SMS and/or e-mail, as we are dependant on external service providers who are responsible for the delivery of the information.
- 20.4.6 Whilst we will use our best endeavours to ensure the integrity and content of any SMS and/or e-mail sent to the Business Client, the Business Client' monthly account statement will remain the sole record of its account transactions.

**Comprehensive Global Travel Insurance**  
**Table of Benefits**

Limit per travel ticket purchased using a credit card per Journey	Benefit (N\$)	Excess (N\$)
Emergency Medical & Related Expenses		
Emergency Medical Expenses – Local	175 000	1 000
Emergency Medical Expenses – International	10 000 000	2 000
Related Expenses		
Medical Transportation, Evacuation & Repatriation	Included in Emergency Medical Expenses	
Visit by a family member	Included in Emergency Medical Expenses	
Return of Children	Included in Emergency Medical Expenses	
Return of Travel Companion	Included in Emergency Medical Expenses	
Burial, Cremation and Return of Mortal remains	Included in Emergency Medical Expenses	
Hospital Inconvenience	200 / day – Total of 3 000	
Emergency Assistance Services		
Medical Referral	Service Only	
Medical Monitoring	Service Only	
Emergency Medicine	Service Only	
Medical Evacuation	Included in Emergency Medical Expenses	
Repatriation	Included in Emergency Medical Expenses	
Return of Mortal Remains	Included in Burial, Cremation and Return of Mortal Remains	
Transmission of Urgent Messages	Service Only	
Embassy Referral	Service Only	
Emergency Travel and Accommodation Arrangements	Service Only	
Legal Assistance	Included in Legal Expenses	
Bail	Service Only	
Return in case of death or imminent death of a close Relative	Service Only	
Loss of Travel Documents	Included in Loss of Cash and/or Travel Documents	
Cash advances	Service Only	
Personal Accident		
Personal Accident whilst on a Public Conveyance	750 000	
Personal Accident whilst not on a Public Conveyance	250 000	
Cancellation and Curtailment		
Cancellation of journey due to sudden death, illness or injury	10 000	500
Curtailment of journey due to sudden death, illness or injury	10 000	500
Travel Delay		
Travel Delay (Minimum Delay Period – 12 hours)	2 000	
Personal Liability	2 500 000	
Hijack, Hostage or Wrongful Detention Inconvenience		
Benefit per day	750	
Maximum Benefit	10 000	
Legal Expenses	5 000	
Replacement Personnel	10 000	
Luggage		
Luggage – lost, stolen or damaged	3 000	500
Maximum Insured Value per Item	1 000	
Luggage Delay (Minimum Delay Period – 12 hours)	2 000	
Loss of Cash and/or Travel Documents	1 500	500

*The above Table of Benefits is a summary of the main features of the Travel Policy.*

### **Definitions used in this Agreement**

<b>"access channel"</b>	means any form of access technology including the Internet or mobile phone technologies or Interactive Voice Response (IVR) system.
<b>"ATM"</b>	means an Automated Teller Machine.
<b>"Attorney and own client scale"</b>	means fees which a client agrees to pay his attorney for services rendered in respect of a legal matter.
<b>"Aviation Card"</b>	means an Aviation Card issued by us in the name of the Business Client and the cardholder.
<b>"Business Client"</b>	means the Business Client which has applied for credit card facilities with us and to which we have issued cards in terms of this agreement.
<b>"Business Client control account"</b>	means the Business Client credit card control account opened by our Card Division in the name of the Business Client.
<b>"card"</b>	means a Visa credit card, Visa Electron credit card, PetroCard, Lodge Card, or Aviation Card issued by us in the name of the Business Client and the cardholder. The list of cards mentioned is not exhaustive.
<b>"cardholder"</b>	means the person nominated by the Business Client to be issued the card.
<b>"cardholder account"</b>	means the Business Client credit card account opened by our Card Division in the name of the Business Client and the cardholder, which account is linked to the Business Client control account.
<b>"card scheme"</b>	means the credit card scheme operated by FirstRand Bank Limited.
<b>"Common Monetary Area"</b>	means South Africa, Namibia, Lesotho and Swaziland.
<b>"credit card"</b>	means a Visa credit card or Visa Electron credit card issued by us in the name of the Business Client and the cardholder.
<b>"debt counselor"</b>	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.
<b>"debt review"</b>	means a process whereby a debt counselor reviews the collective debts owing to various credit providers in the event that the cardholder seeks assistance from the debt counselor.
<b>"FNB"</b>	means First National Bank of Namibia Limited.
<b>"Lodge Card"</b>	means a Lodge Card issued by us in the name of the Business Client and the cardholder.
<b>"PetroCard"</b>	means a PetroCard issued by us in the name of the Business Client and the cardholder.
<b>"PIN"</b>	means the personal identification number linked to the card.
<b>"purchase transaction"</b>	means the transaction processed by the supplier of goods or services purchased using the card.
<b>"Travel Policy"</b>	means the Travel Insurance Master Policy, which provides for travel insurance when the Business Client purchases a travel ticket using the credit card.
<b>"Usury Act"</b>	means the Usury Act No. 73 of 1968, as amended.
<b>"Visa"</b>	means Visa International Services Association.
<b>"we, us, our"</b>	means First National Bank of Namibia Limited, a registered bank, registration number 2002/0180.

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**First National Bank of Namibia Limited adheres to the Code of Banking Practice and the National Credit Act**