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| --- | --- |
|  | First National Bank – a division of FirstRand Bank Limited Reg. No. 1929/001225/06  An Authorised Financial Services and Credit Provider (NCRCP20)  6th Floor, 1 First Place, Simmonds Street, Johannesburg, 2001, South Africa  Tel: 0861 40 40 40 Fax: 0860 102 601  Card Cancellations Tel: 0800 110 132 International +27(0)11 369 1189  Website: www.fnb.co.za |

«$quote.currentDate»

**Quotation – FNB PERSONAL LOAN Credit Agreement**

For small to intermediate agreements in terms of section 92 of the National Credit Act 34 of 2005

**Your Personal information**

|  |  |  |  |
| --- | --- | --- | --- |
| Your First Name and Surname | «$ customerName» | ID/Passport Number | «$quote.customerIdNo» |
| Street Address | «$quote.residentialAddress» | Cellphone Number | «$quote.cellPhoneCode» «$quote.cellPhoneNumber» |
| Work Telephone Number | «$quote.businessAreaCode» «$quote.businessPhoneNumber» |
| Postal Address | «$quote.postalAddress» | Home Telephone Number | «$quote.personalPhoneAreaCode» «$quote.personalPhoneNumber» |
| Fax Number | «$quote.faxAreaCode» «$quote.faxPhoneNumber» |
| Email Address | «$quote.emailAddress» |
| Marital Status | «$quote.maritalStatusDescription» «$quote.maritalContractDescription» |  |  |

**Cost of Credit**

**PLEASE TAKE SPECIAL NOTE OF EVERYTHING IN BOLD and ITALICS**

This Quotation is only valid for 5 business days from «$quote.ilpDateIssued». (Business days means all days except Saturdays, Sundays and official public holidays). If your financial, marital or legal status changes after we give you this Quotation but before we pay you the loan, you agree that we can change this Quotation or cancel it After we have assessed your application and verified your information, you understand and agree that unless we change or cancel this Quotation you and the Bank will enter into a Credit Agreement. The Terms and Conditions of the Credit Life Agreement between you and the Bank are recorded in this Quotation, the Pre-Agreement Statement and General Terms and Conditions«#if ($quote.cppClauseSwitch == 'true')», and where applicable, Customer Protection Plan Terms and Conditions«#end». It is important that you read these documents carefully to understand what your rights and legal responsibilities are It is important that you read these documents carefully to understand what your rights and obligations are. If you do not understand any of these terms and conditions, please speak to your branch consultant or contact us on 087 736 5596.

**Quotation**

|  |  |  |  |
| --- | --- | --- | --- |
| Principal debt (total loan amount) | R«$quote.ilpTotalLoanDoc» | Loan term (Months) | «$quote.ilpLoanTerm» |
| Existing loan | R«$quote.ilpExistingLoanBalanceDoc» | Frequency of payments | «$quote.ilpPaymentFrequency» |
| Payout amount | R«$quote.ilpLoanAmountDoc» | Method of payment | «$quote.ilpPaymentMethod» |
| Annual interest rate FIXED\* | «$quote.ilpAnnualInterestRate»% | Date of first instalment (Estimated) | «$quote.ilpDateOfFirstRepayment» |
| Initiation Fee paid upfront OR included in Instalment PER ANNUM | R«$quote.ilpInitiationFeeDoc» | Customer Protection Plan Premium (credit life insurance)\*\* | «#if ($quote.cppClauseSwitch == 'true')»R«$quote.ilpCppPremiumDoc»«#else»Not Applicable«#end» |
| Service fee included in instalment | R«$quote.ilpMonthlyServiceFeeDoc» | Total interest for the period | R«$quote.ilpTotalInterestDoc» |
| Total of all instalments including the principal debt, interest, fees«#if($quote.ilpTotalInstCppClause=='true'», Credit Life Insurance (where applicable)«#end» and VAT (Total Cost of Credit) | R«$quote.ilpTotalInstalmentsDoc» | Instalment due including the principal debt plus , interest, fees«#if ($quote.ilpTotalInstalmentDueCPP == », Credit Life Insurance (where applicable)«#end» and VAT\*\*\* | R«$quote.ilpTotalInstalmentDueDoc» |
| Credit Cost Multiple\*\*\*\* | «$quote.creditCostMult» |  |  |

\* The Annual Interest rate is a personalised interest rate based on your risk profile.

\*\* The Customer Protection Plan premium is calculated monthly on the principal debt and initiation fee (where applicable).

\*\*\* The first loan Instalment is an estimated amount that may change due to the daily interest rate calculations.

\*\*\*\* This is the relationship between the total costs of credit (Principal Debt), interest, fees and charges) to the Principal Debt (capital) lent.

**Explanation of how your principal debt, fees, interest and charges are calculated**

1. **Principal debt:** This is the total loan amount you borrowed.
2. **Existing loan:** This the outstanding amount owed on your current loan.
3. **Payout amount:** This is the amount that will be paid out to you and is the difference between the principal debt and the existing loan amount.
4. **Initiation fee:** This fee is charged to process your application. You can pay the initiation fee upfront or pay it off over the period of the Credit Agreement. If you choose to pay the initiation fee over the period of the Credit Agreement then this fee will be added to your outstanding balance and you will pay interest on this amount at the same interest rate that the loan is charged at.
5. **Service fee:** This fee is charged monthly to administer your account.
6. **Interes**t: Interest is calculated on your daily balance and is compounded monthly in arrears. Your interest rate is fixed and it will stay the same for the period of the Credit Agreement.«#if ($quote.ilpCppPremBulletPoint=='true»
7. **Customer Protection Plan Premium:** This premium is charged if you use the credit life insurance provided by FNB Life. «#end»
8. **Instalment:** This is the total amount of each payment towards settling the outstanding balance on your loan, and includes the principal debt, interest, fees, charges and VAT. Instalments will remain the same over the Loan Term.

**Summary of your income/ expenses that you declared to us as correct**

|  |  |
| --- | --- |
| Gross income | R «$quote.ilpGrossSalaryDoc» |
| Nett income | R «$quote.ilpNettSalaryDoc» |
| Declared expenses | R «$quote.ilpLessExpensesDoc» |

«#if ($quote.ilpCppClauseIndicator=='true»

**FNB Life Customer Protection Plan (Credit Life Insurance)**

**The Plan is underwritten by FirstRand Life Assurance Limited. Our employees do not earn commission. Our employees are trained, authorised and accredited to explain credit life insurance to you.**

**Credit life insurance for the term of this credit agreement is mandatory. Where credit life insurance is not a mandatory requirement, then credit life insurance is optional. Such credit life insurance must, at a minimum, provide cover up to the outstanding loan amount in the event of your Death, Permanent Disability, and 12 months instalment cover in the event of your Temporary Disability and Unemployment or Inability to earn an income.**

**The features of the FNB Life Customer Protection Plan ("the Plan"):**

Your cover is based on your employment status as disclosed at date of application for the Plan. Should your employment status not be correctly disclosed by you, you may not enjoy cover as set out herein. It is important that you inform us of changes in your employment status.

**Benefits:**

* In the case of your Death or Permanent Disability, the outstanding balance under the Credit Agreement will be settled.
* If you become Temporarily Disabled, all your obligations under the Credit Agreement that become due and payable will be paid for 12 months, during the remaining repayment period of the Credit Agreement or until you are no longer disabled, whichever is the shorter period.
* If you become Unemployed or if you are Unable to Earn an Income other than as a result of Permanent or Temporary Disability, all your obligations under the Credit Agreement that become due and payable will be paid for 12 months, during the remaining repayment period of the Credit Agreement or until you are able to find employment or earn an income, whichever is the shorter period.

**Exclusions:**

* You will not receive any Death or Disability benefits resulting from:
* Any pre-existing conditions that you were aware of and that affected you in the 12 months prior to the start date of the Plan, for a period of 12 months after the start date of the Plan;
* Willful self-inflicted injury or suicide within 12 months of the start date of the Plan; or
* If you are actively involved in a war or similar acts; if the covered event arose from participation in a criminal activity
* You will not receive any benefits for Disability that arose within 3 months of the start date of the Plan.
* You will not receive any benefit for Unemployment or Inability to earn an income, resulting from:
* Your retrenchment or employment terminating within first 3 months after the start of the Plan; if you were aware that you would be retrenched or received notice of retrenchment within 3 months prior to start of the Plan; and if you accepted voluntary retrenchment or termination of employment;
* Lawful dismissal;
* Voluntary forfeiture of salary;
* If you resign;
* If you retire;
* If you participate in an unprotected strike;
* You will not receive benefits for any covered event if any information you provide is materially incorrect, fraudulent, misrepresented or omitted; or if the terms and conditions of the Plan are not met
* If you are Self-employed, or employed in the informal sector on the start date of the 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.

The Plan and your cover starts when the loan amount has been paid out to you under the Credit Agreement and all cover ends when the outstanding balance under the Credit Agreement is settled; when you are in arrears by more than one full premium; the Plan is cancelled; on the date of your Death or when a claim is paid upon your Death or Permanent Disability

The Bank may pay unpaid premiums on your behalf at its sole discretion, and recover such payments from you. Where the Bank cannot pay the unpaid premiums for any reason whatsoever, the Bank will notify you by SMS/ MMS of the unpaid premium and give you time to rectify this on or before your next loan instalment payment. The Bank will notify you by SMS/ MMS when the Plan and all cover has ended and cannot be re-instated. All monies received after the Plan has ended, will be allocated to paying off your loan.

**Cancellation:** Either party can end the Plan telephonically or in writing by giving a 31 day notice. You will have to provide us with a suitable replacement insurance policy if you want to cancel this Plan.

**90-day Cooling-off Period:** You may cancel the Plan in the first 90 days from its start date and receive a full refund of any premium paid, if you have not claimed (this is known as the “cooling-off period”). Thereafter, you may cancel this Plan by giving a 31 day notice, without any refund.

See the Customer Protection Plan Terms and Conditions for more information, including the covered risk event definitions, what you must pay for the Plan, how and when to make a claim, and the complaints procedures and regulatory disclosures. If there are any inconsistencies in this section with the Plan, the Plan Terms and Conditions will prevail.

I hereby choose:

|  |  |
| --- | --- |
| FNB Life Customer Protection Plan | «$quote.ilpFnbLifeClause1» |
| To use my own suitable replacement credit life insurance policy | «$quote.ilpFnbLifeClause2» |

«#if($quote.ilpFnbLife=='true')»

*FNB must be the first loss payee under the suitable credit life policy, subject to FNB’s requirements. Please e-mail us your suitable replacement credit life insurance policy for it to be assessed for suitability before we can pay out the loan to smlprdpolicycessions@fnb.co.za. Please include your full names and surname, ID Number, the name of the loan product you’re applying for, whether you are permanently or self employed as well as your contact details*

.«#end»

|  |  |
| --- | --- |
| Full Names of Insured Person | Date of Birth |
| «@before-row#foreach($ip in $quote.ilpIns»«$ip.fullName»«@after-row#end#end» | «$ip.dateOfBirth» |

**«#if($quote.subCppSwitch=='true')»Product Suitability Questions: Customer Protection Plan (where applicable)**

|  |  |
| --- | --- |
| I understand the costs and can afford to pay these costs. | «$quote.ilpFnbLifeClause3» |
| I understand how this product works, including what I am insured for, who is insured and what is not covered (excluded). I believe the product will meet my needs. | «$quote.ilpFnbLifeClause4» |
| I made the decision to take out the Customer Protection Plan out of my own free choice and did not need any advice. | «$quote.ilpFnbLifeClause5» |
| I have received, read, understood and agree to be bound by the Terms & Conditions of the Customer Protection Plan. | «$quote.ilpFnbLifeClause6» |

*\*****Please note: It may not be in your interest to replace the Customer Protection Plan. You must give us a Replacement Plan Advice Record if you replace this plan. This is available from your financial advisor.****«#end»*«#end»

**DECLARATIONS**

***By signing this Quotation I confirm and consent to the following:***

* **The Bank, may process (collect, use or otherwise deal with) my information (including processing outside of the borders of South Africa), which was voluntarily provided, for the purposes of providing services and products, according to the Pre-Agreement Statement and General Terms and Conditions and requirements of the law.**
* I have read and understood the Pre-Agreement Statement and General Terms and Conditions and specifically the portion relating to the processing of my personal information.
* The information provided by me to the Bank is true, correct and current; including information about my residency and citizenship for local and international tax purposes, and that I will inform the Bank if it changes. You can refer to our Privacy Policy located online at www.fnb.co.za for more information on our privacy practices.
* I have received, read, understood and agree to be bound to the terms and conditions of this Credit Agreement which includes this Quotation, the Pre-Agreement Statement and General Terms and Conditions «#if($quote.ilpDeclareCppClause=='true')» and the Customer Protection Plan Terms and Conditions«#end». I also understand the risks, costs, rights and responsibilities that apply to me because of this Credit Agreement.
* The information contained in this Quotation and application is correct.
* That all documents provided to the Bank during the application, assessment and conclusion of this Credit Agreement are authentic.
* If the Bank discovers that I cannot afford the Total Cost of Credit stated in the Quotation during its affordability assessment process, I authorise the Bank to give me a smaller loan amount over the repayment period most beneficial to me.
* If the Bank discovers during its validation process that I cannot afford this loan, after I have signed this Quotation, but before it has paid out the loan, the Bank can cancel this Quotation and the Agreement reached.
* l have informed the Bank of my financial situation in full. This includes, but is not limited to:
  1. *My financial commitments and monthly living expenses (including the average monthly maintenance obligations whether formal or informal relating to a child, a spouse or another person) as shown in the summary of my income / expenses that I have declared in the Quotation (“Affordability Disclosure”), or lower.*
  2. *My financial means and prospects, including my net monthly income as shown in the summary of my income / expenses that I have declared in the Quotation (“Affordability Disclosure), or higher.*
* I was given enough time to consider this Quotation and the Terms and Conditions and to get advice before signing it.
* I am able to afford the repayments as set out in the Quotation.
* I have not entered into any other credit agreements between the time the Bank gave the Quotation and when I accepted it.
* I have not applied for debt review and do not have an administration order or an order for provisional or final sequestration against my/ joint estate.
* To the Bank disclosing or sharing any information pertaining to me or my credit worthiness within the FirstRand Limited.
* I instruct any credit bureau or other similar organisation that has information about me or my credit worthiness to release such information to the Bank. I consent to the Bank disclosing information about how I pay my Credit Agreement or the termination of the Credit Agreement to credit bureaux and other companies in the FirstRand Bank Limited.
* I will immediately advise the Bank if any of my information changes. «#if ($quote.getMaritalContract() == "COP»
* I confirm that I am «$quote.maritalStatusDescription» «$quote.maritalContractDescription»; I confirm that I have obtained my spouse's written consent to enter into this Credit Agreement. If my spouse disputes giving consent, I understand that the Bank can do any one or more of the following:
  1. Lay a charge of fraud against me;
  2. Sue our joint estate for unjustly receiving the benefit of this credit agreement;
  3. Hold me legally responsible (liable) on my own under this Credit Agreement.«#end»«#if ($quote.getMaritalContract() == "OCP»
* I confirm that I am married out of community of property.«#end»«#if ($quote.getMaritalContract() == "ACC»
* I confirm that I am «$quote.maritalStatusDescription» «$quote.maritalContractDescription».«#end»«#if ($quote.getMaritalContract() == "ANC»
* I confirm that I am «$quote.maritalStatusDescription» «$quote.maritalContractDescription».«#end»«#if ($quote.getMaritalContract() == "TRI»
* I confirm that I am «$quote.maritalStatusDescription» «$quote.maritalContractDescription»; I confirm that I have obtained my spouse's written consent to enter into this Credit Agreement. If my spouse disputes giving consent, I understand that the Bank can do any one or more of the following:
  1. Lay a charge of fraud against me;
  2. Sue our joint estate for unjustly receiving the benefit of this credit agreement;
  3. Hold me legally responsible (liable) on my own under this Credit Agreement.«#end»«#if ($quote.getMaritalStatus() == "D")»
* I confirm that I am divorced.«#end» «#if ($quote.getMaritalStatus() == "W")»
* I confirm that I am widowed.«#end» «#if ($quote.getMaritalStatus() == "U")»
* I confirm that I am single.«#end»

**Debit Order Authorisation**

* I hereby authorise the Bank, its order, successors in title or assigns to issue and deliver payment instructions to my bank in respect of collection of once-off fees, charges and monthly debits relating to this Credit Agreement against my account as stated in the Pre-Agreement Statement and General Terms & Condition.
* I authorise the Bank to debit my bank account as follows:
  1. To process the payment instructions resulting from this Debit Order Authorisation each successive month, on the date on which my salary is paid into my nominated account or a date thereafter. If my repayment date falls on a Saturday, Sunday or South African public holiday, then I authorise the Bank to debit my account on the last business day preceding that date. If there are insufficient funds in the nominated account to meet my obligations, the Bank is entitled to electronically track my account and continue presenting the instruction for payment until sufficient funds are available in my account to satisfy the payment instruction. This Debit Order Authorisation is granted on condition that the sum of the payment instructions will never exceed my obligations as agreed to in the Agreement.
  2. The payment instructions authorised to be issued in terms of this Debit Order Authorisation must carry a number, which number must be included in the payment instruction, and if provided to the Bank should enable the Bank to identify the Agreement. As it is a term of my Agreement that the interest rate may be varied and that fees and charges may increase from time to time, I hereby authorise the Bank to adjust the amount of the monthly debit from my account to include such variations, without my specific consent being obtained for each adjustment.
  3. I agree that the first payment instruction will be issued and delivered on or after signature hereto. Subsequent payment instructions will continue to be delivered in terms of this Debit Order Authorisation until the obligations in terms of the Agreement have been paid or until this Debit Order Authorisation is cancelled by me by giving the Bank notice in writing of not less than 30 days, and sent by prepaid registered post or delivered to the Bank’s address indicated below.
  4. I acknowledge that all payment instructions issued by the Bank shall be treated by my bank as if the instructions had been issued and mandated by me personally.
  5. I agree that although this Debit Order Authorisation may be cancelled by me, such cancellation will not cancel the Agreement. Should I wish to change banks, I agree that it is my responsibility to timeously inform the Bank so that the necessary replacement Debit Order Authorisation to meet my obligations in terms of the Agreement can be completed and in place prior to the next repayment date. I acknowledge that this Debit Order Authorisation may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party.

**DebiCheck Mandate**

IMPORTANT: This mandate authorises the Bank to debit your account i.e. to pay money from your account to the beneficiary named below. Read it carefully. Do not sign it if you don’t understand it or if any of the information is incorrect.

|  |  |
| --- | --- |
| **ACCOUNT TO BE DEBITED** | |
| Customer Account Number | «$quote.authCollectionDetails.acDebtorAcc» |
| **BENEFICIARY TO BE PAID** | |
| Creditor Name | First National Bank |
| Creditor Abbreviated Short Name | FNBLoans |
| **CONTRACT INFORMATION** | |
| Debit Value Type | «$quote.authCollectionDetails.acMandateTy» |
| Date entered into | «$quote.currentDate» |
| Contract Reference Number | «$quote.authCollectionDetails.acContractR» |
| **DETAILS OF THIS DEBIT ORDER** | |
| Instalment Amount | R «$quote.authCollectionDetails.acInstallme» |
| Collection Day | Your instalment will go off on your salary date |
| Collection Frequency | Monthly |
| Maximum Collection Amount | R «$quote.authCollectionDetails.acMaxCollec» |
| Date Adjustment Indicator | Refer to bullet 6 below |
| Tracking to be allowed | Refer to bullet 7 below |

**By signing this DebiCheck mandate I agree, understand and authorise each of the following:**

1. I confirm that I am the abovementioned accountholder and the bank account details as captured/recorded.
2. All the information provided by me under this authority is true and complete.
3. The information shown in this authorisation is correct and complete.
4. I hereby authorise the Bank to debit my nominated account stated above. This means I give the Bank permission to deduct the instalment amount shown from my nominated account on my salary date.
5. The amount that the Bank can deduct will never exceed the maximum collection amount.
6. If my repayment date falls on a Saturday, Sunday or South African public holiday, then I authorise the Bank to debit my account on the last business day preceding that date.
7. If the Bank cannot process the payment instruction for any reason, I understand that the bank will be able to track my account for a further 10 (ten) days period after the collection failed and will debit my account once there is an amount equal to the agreed debit amount in my account.
8. This DebiCheck mandate will apply until I have paid the beneficiary what I owe under my contract with the beneficiary or until I cancel this mandate to the Bank in writing.
9. If I cancel this DebiCheck mandate it will not cancel my Agreement with the beneficiary or my legal obligations to it.
10. The Bank will treat all payment instructions issued by the beneficiary as if the instructions had been issued by me personally.
11. I cannot reclaim amounts which have been collected from my account under this authority, if such amounts were legally owed to the beneficiary.
12. The beneficiary may cede and assign this authority. If this happens then this authority will still apply.

**Your FNB PERSONAL LOAN has been APPROVED IN PRINCIPLE.**

Please forward all supporting documents and the signed Quotation via fax to 0860 102 601 or e-mail to [spenddocs@fnb.co.za](mailto:spenddocs@fnb.co.za).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *«$quote.currentDateTime»* |  |  |  | 00620 |
| «$ customerName» |  |  |  | Bank Representative |
|  |  |  |  | *DebtCon_Sig* |
|  |  |  |  | Signature of Bank Representative |