



### 1 Introduction

1.1 These Terms become effective when you apply for a personal transaction account.

1.2 You must know, understand and comply with these Terms and the General Terms and Conditions, as they are a binding agreement between you and us.

1.3 If there is a conflict between these Terms and the General Terms and Conditions, these Terms will apply.

1.4 **Important** clauses, that may limit our responsibility or involve some risk for you will be in bold and or italics or highlighted. You must pay special attention to these **clauses**.

### 2 Definitions

We have defined some words for consistency. Singular words include the plural and the other way round.

Word	Meaning
<b>account</b>	A personal transaction account opened by us in your name at your request. A personal transaction account is any of the following accounts, which allow you to deposit or withdraw money at any time: Student Achiever account; Achiever Electronic account; Elite account; Prestige account; Young Professional account; Private Banking account, Private Banking Signature account and (Sum)1 account.
<b>cheque</b>	A written order, addressed by you to us, instructing us to pay an amount of money to the person or organisation named on the cheque. We must take the amount from your account.
<b>chequebook</b>	A book containing cheques, which we may issue to you if your account allows you to issue cheques.
<b>We, us</b>	The Standard Bank of South Africa Limited (Registration Number 1962/000738/06) and its successors or assigns.
<b>You, your</b>	The person who applies for an account or in whose name an account is opened.

### 3 Your account

A regular monthly deposit (for example, your salary), must be made into your account so that it can remain functional and active. This excludes Student Achiever and (Sum)1 accounts.

### 4 Transacting on your account

4.1 If it is available on your account, you may choose to receive a chequebook or cheque card to transact directly on your account.

4.2 You must read, understand and agree to the terms and conditions for the use of cheques before you use a chequebook.

### 5 e-Statements and Cheques

5.1 We will send an e-statement reflecting the transactions on your account to the email address you gave us.

5.2 You will not receive your original processed Cheques through the post. We will store your original processed Cheques for 90 (ninety) days from the date of processing and will have an image of your processed Cheque available for five years.

5.3 You are responsible for requesting your Cheque from us and the risk of not receiving your original processed Cheque once we have posted the Cheque to you, lies with you.

5.4 If you need your processed original Cheque, you must ask for your Cheque within the 90 (ninety) days of processing by calling our Customer Contact Centre on **+27 (0)860 123 000**.

5.5 If you need the image of your processed Cheque on an irregular basis, please ask your branch for a copy of your processed Cheque or call the Customer Contact Centre on **+27 (0)860 123 000**.

5.6 If you want to receive your original processed Cheques on a regular basis, please advise our Customer Contact Centre on **+27 (0)860 123 000** and we will change your Account so that paper-based statements, will be sent to you by post.

### 6 Maintaining a credit balance on your account

6.1 **You agree to maintain a credit balance on your account at all times. If your account is not in a credit balance, any amount which you owe to us is due and payable immediately.**

6.2 **If you do not pay us the amount owing immediately, you will be in default and we will charge you and you must pay:**

6.2.1 **interest on such amount owing from the due date for payment at the maximum interest rate allowed under the governing laws, as amended, replaced or re-enacted from time to time (governing laws); and**

6.2.2 **the fees and charges as set out in the full list of fees and charges that apply to your account, in our pricing guide or on our website [www.standardbank.co.za](http://www.standardbank.co.za), as amended by us from time to time.**

6.3 **If you are in default, we will draw such default to your attention in a written letter and suggest that you refer the matter to a debt counsellor, dispute resolution agent, consumer court or ombud with jurisdiction.**

6.4 **If you do not pay the amount owing immediately we may also charge you default administration fees for each letter as provided in the governing laws, and any reasonable and necessary expenses incurred in delivering the letter to you.**

- 6.5 **We may give notice to you to terminate any review by a debt counsellor at any time after 60 (sixty) business days have passed from date on which you applied for such debt review.**
- 6.6 **If we have to enforce our right to recover the amount you owe us, we will charge you collection costs as allowed by the governing laws.**
- 6.7 **If your account is not in a credit balance, this may affect your credit profile.**

## **7 Student Achiever account**

- 7.1 You may only open a Student Achiever account if you are 16 years or older but younger than 24 and are studying full-time or part-time at a high school or tertiary institution.
- 7.2 If you no longer meet the requirements for a Student Achiever account or are earning a salary, we will contact you about the option of moving you to a similar account, otherwise, to close your Account.

## **8 Young Professional account**

- 8.1 You may only open a Young Professional account if you are under the age of 30 and obtained a recognised classic professional degree from a list that can be found on our website, [www.standardbank.co.za](http://www.standardbank.co.za), and from an approved tertiary institution.
- 8.2 You may hold a Young Professional account for a maximum of 5 (five) years. We will contact you before the end of your fifth year, to re-assess your personal needs and financial position. Based on this assessment we will recommend a product best suited to your needs and financial position.
- 8.3 If you choose not to take up the recommended product or do not give us instructions about where to move your account, we may close your Young Professional account as you no longer meet the qualifying criteria.

## **9 (Sum)1 account**

- 9.1 Your (Sum)1 account is specifically for you while you are under the age of 16 years.
- 9.2 We reserve the right to move you to a similar type of account or to close your (Sum)1 account once you are over the age of 16 years.

## **10 Family Banking**

- 10.1 Family Banking is available to Private Banking Signature account holders only.
- 10.2 Family Banking privileges enjoyed by family members will be discontinued when the primary account becomes dormant, closed or downgraded to another product.

## **11 How we will apply payments**

- If you owe us any amount on your account, we will apply (distribute) any funds paid into your account:**
- 11.1 **firstly, towards any amounts you owe us as a result of transactions on your account;**
- 11.2 **secondly, towards interest; and**
- 11.3 **thirdly, towards fees.**

## **12 Important contact details**

### **Postal address:**

#### **Customer Relations Centre**

PO Box 7725, Johannesburg, 2000

Share call number: **+27 (0)860 101 101**

Fax number: **+27 (0)11 636 8860**

Email: **CustomerRelations@standardbank.co.za** or **ComplaintsResolutionCentre@standard.co.za**

### **Postal address:**

#### **Ombudsman for Banking Services**

PO Box 1603, Houghton, 2041

Share call number: **+27 (0)860 800 900**

Telephone number: **+27 (0)11 712 1800**

Fax number: **+27 (0)11 483 3212**

### **Postal address:**

#### **FAIS Ombudsman**

PO Box 74571, Lynnwood Ridge, 0040

Toll-free number: **+27 (0)860 324 766**

Telephone number: **+27 (0)12 470 9080/99**

Fax number: **+27 (0)12 348 3447**

This document contains important information regarding Standard Bank Insurance Brokers (Proprietary) Limited (SBIB, our, we, us). When you sign it, it becomes a legally binding agreement between you and us. Please read it carefully and ensure that you understand its contents.

### Disclosure and declaration

As a client of Retail and Business Banking (RBB), a business area of The Standard Bank of South Africa Limited (we/our), which is a juristic representative of SBIB, you have the right to the information in this document.

### Your financial services provider

Name	Standard Bank Insurance Brokers (Pty) Ltd (SBIB)
FSB licence	224
Street address	4 Ellis Street, Constantia Kloof
Postal address	PO Box 32028, Braamfontein, 2017
Telephone number	<b>0860 123 999</b>
Fax number	<b>011 858 7200</b>
FAIS - registered Compliance Officer's name and contact details:	<b>Jan Bezuidenhout</b> <b>011 636 1781</b> <b>GroupFAISComplianceofficer@standardbank.co.za</b>

### Legal status of SBIB

- SBIB (registration number 1978/002640/07) is a Category 1 authorised financial services provider.
- SBIB is a wholly owned subsidiary of The Standard Bank Financial Services Holdings (Pty) Ltd, which is a part of the Standard Bank Group (the Group).
- The Standard Bank of South Africa Limited (SBSA) is a juristic representative (JR) of SBIB and is authorised in terms of a written mandate to render intermediary services on our behalf as listed below.
- The Group has shareholding in other companies including the Liberty Group – details in this regard can be supplied on request or can be viewed at [www.standardbank.co.za](http://www.standardbank.co.za).
- We have no shareholding in any insurer.

### Professional indemnity insurance

We hold professional indemnity and fidelity insurance

### Complaints

If you have a complaint, please contact our Complaints Resolution Centre, which will record and acknowledge receipt of your complaint. Contact details are as follows:

- Telephone number: **0860 101 101**
- Email address: **ComplaintResolutionCentre@standardbank.co.za**.
- Fax number: **011 636 8860**

A copy of our complaints handling process is available on request or can be viewed on:

<http://www.standardbank.co.za/standing/South%20Africa/PDF/COMPLAINTS%20PROCESS%20FOR%20WEBSITE%20Sept%202015.pdf>

### FAIS Ombud

You can request assistance from the Ombudsman if you believe that your complaint has not been resolved satisfactorily by us within six weeks after you have lodged your complaint. You need to refer the dispute to the Ombud within six months of the issue remaining unresolved.

#### The details of the Ombud:

Street address:	Sussex Office Park, Ground Floor, Block B, 473 Lynnwood Road Cnr Lynnwood Road and Sussex Ave, Lynnwood, 0081
Postal address:	PO Box 74571, Lynnwood Ridge, 0040
Telephone number:	<b>012 762 5000 / 012 470 9080</b>
Fax number:	<b>0867 641 422 / 012 348 3447</b>
Email address:	<b>info@faisombud.co.za</b>
Website:	<b>www.faisombud.co.za</b>

### Conflicts of interest

The Standard Bank of South Africa Limited and Liberty Holdings Limited are subsidiaries of Standard Bank Group Limited ("SBG"). Liberty Holdings Limited in turn comprises various subsidiaries, including Liberty Group Limited (of which Liberty Active Limited and Capital Alliance Life Limited are subsidiaries) and Stanlib Limited (of which Stanlib Collective Investments Limited, Stanlib Asset Management Limited and Stanlib Wealth Limited are subsidiaries).

The profits from the distribution of products of Liberty Group Limited and Stanlib Limited are shared with SBG through preference shares in Liberty Active Limited.

We subscribe to the Group's FAIS Conflict of Interest Management Policy, which can be found on the following link: <http://www.standardbank.co.za/standing/South%20Africa/PDF/Terms%20and%20Conditions/Group%20FAIS%20Conflict%20of%20Interest%20Management%20Policy.pdf>.

Our staff are salaried and are also motivated through a variety of performance-based incentives.

### Products suppliers

SBIB has contractual relationships with various product suppliers.

In terms of the juristic representative agreement, SBSA is authorised to market financial products from the following product suppliers:

- Liberty Group Limited
- Standard Insurance Limited

Further to this, SBIB has contractual relationships with a number of product suppliers, a list of which can be found at:

[www.standardbank.co.za/standing/South%20Africa/PDF/Insuring/Our%20Underwriters/231904\\_SBIB\\_Website%20PDF\\_Our%20Underwriters%20List.pdf](http://www.standardbank.co.za/standing/South%20Africa/PDF/Insuring/Our%20Underwriters/231904_SBIB_Website%20PDF_Our%20Underwriters%20List.pdf).

## Representative FAIS status and products

SBIB has no limitations or restrictions on its FAIS licence.

We accept responsibility for the actions of the JR's representatives, when they render intermediary services to you in respect of the subcategories of financial products set out below (some representatives may be working under supervision).

SBSA is licensed under the FAIS Act to provide intermediary services in respect of the product categories listed below.

### Representative to complete

I render the intermediary services under an FSB exemption:

Yes  No

I render intermediary services under supervision in one or more of the product categories listed below, and/or subject to other fit and proper requirements applicable to me

Yes  No

As a representative of SBSA, I am authorised to render intermediary services in the following categories:

Long-term Insurance: Category A

Long-term Insurance: Category B1

Long-term Insurance: Category B2

Short-term Insurance Personal Lines

Short-term Insurance: Commercial Lines

## Representative's Information

Representative's name and surname:

Contact details:

Signature

Date (YYYY-MM-DD)

## Data Protection

### Group

Standard Bank Group Limited, its subsidiaries and their subsidiaries.

### Personal Information

Information about an identifiable, natural person and where applicable, a juristic person, including, information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; or other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person

### Process

Any operation or activity, automated or not, concerning Personal Information, including: alteration, blocking, collation, collection, consultation, degradation, destruction, dissemination by means of transmission, distribution or making available in any other form, erasure, linking, merging, organisation, receipt, recording, retrieval, storage, updating, modification, or use. Processing and Processed will have a similar meaning.

### We, us, our

The Standard Bank of South Africa Limited; Standard Bank Insurance Brokers (Proprietary) Limited and Standard Insurance Limited (where Standard Insurance Limited is the insurer), its successors and assigns.

### Data protection

- 1 You consent to our collecting your Personal Information from you and where lawful and reasonable, from public sources for credit, fraud prevention and compliance purposes, as well as the purposes set out below.
- 2 You acknowledge and agree that it may be necessary for us to share your Personal Information from time to time with certain industry bodies (such as the South African Insurance Association), regulatory bodies (such as the Financial Services Board or the South African Reserve Bank), insurers and/or reinsurers, service providers (such as a panel-beater), agents and internal and external assessors (such as a car assessor) and that we will only do this when appropriate or necessary, in order to provide the products and/or services to you and to comply with the laws and our policies and procedures. You expressly consent to our providing your Personal Information to the above third parties for these purposes
- 3 You confirm that, if you give us Personal Information about or on behalf of another person (including, account signatories, shareholders, principal executive officers, trustees and beneficiaries), you are authorised to: (a) give us the Personal Information; (b) consent on their behalf to the Processing of their Personal Information, specifically any cross-border transfer of Personal Information into and from the country where the products or services are provided; and (c) receive any privacy notices on their behalf.
- 4 You consent to our Processing your Personal Information:
  - or the purpose of providing products and services to you in terms of this agreement and providing any other products and services for which you may apply.
  - for the purpose of carrying out statistical and other analyses to identify potential markets and trends and evaluate and improve our business (which includes improving existing and developing new products and services).
  - in countries outside the country where the products or services are provided. These countries may not have the same data protection laws as the country where the products or services are provided. Where we can, we will ask the receiving party to agree to our privacy policies.
  - by sharing your Personal Information with the insurers, our service providers and any other third parties, where necessary, so that we can provide the products and services to you, locally and outside the country where the products or services are normally provided. As far as possible, we ask people who provide services to us to agree to our privacy policies if they need access to any Personal Information to be able to provide their services.
  - within the Group.
- 5 You will find our Processing practices in the Group's and our privacy statements. These statements are available on the Group's websites or on request. If you are unsure about your tax or legal position because your Personal Information is processed in countries other than where you live, you should get independent advice or ask your consultant to guide you on how you can get independent advice.

## Acknowledgement of receipt, declaration and confirmation

I declare that:

- My choice was made based on the factual information on the products provided to me, including the different material features, benefits, risks, exclusions and pricing options, which enabled me to make an informed decision about any product(s) suitable for my needs.

I confirm that:

- I was not asked or forced to waive any of my rights in terms of the FAIS Act.
- All documents were completed before I signed them.
- I have read and understood the contents of this document, that I have been given a copy of it and that it constitutes a legal agreement with SBIB which is binding on me.

## Client information

Client's name and surname:

Client's identity number:

Client's Signature:

Date (YYYY-MM-DD)

# Standard Bank Personal Accident Plan

## Welcome to Standard Bank

All Elite, Prestige or Private Banking transactional accounts opened after 1 January 2016, automatically qualify for a Standard Bank Personal Accident Plan with cover to the following values:

Elite current account – **R10 000**

Prestige current account– **R20 000**

Private Banking current account – **R40 000**.

This cover is an added benefit, which is given to you at no extra cost. You may enjoy this benefit for as long as your Standard Bank Personal Transactional account is active.

The Standard Bank Personal Accident Plan covers you (the accountholder) for accidental death only.

## General conditions

- Your cover continues for life as long as your Standard Bank Personal Transactional account is active.
- The most we will pay for any insured event is the amount shown in your Certificate of Insurance
- We may regard the policy as invalid if the insured person gives us incorrect information or does not tell us about any relevant fact.
- This cover cannot be cancelled except if your transactional account is closed. You will enjoy this benefit for as long as your personal transactional account is active.
- The insured person must take reasonable care to prevent any accident or loss.
- We will reject any claim under this policy that is fraudulent (dishonest).
- The upgrade or downgrade of your account will not increase or decrease your benefit level.

## General exclusions

- Travelling in an aircraft as a crew member or as a pilot or co-pilot;
- Suicide or attempted suicide
- Death by natural causes
- Sickness
- Working underground or involvement in activities that use explosives
- Accident where the insured person:
  - is on active duty in the police service, as a security guard or in the military
  - takes part in any riot or civil disorder
  - takes part in any dangerous recreational activity or professional sports, or any racing or speed trial
  - is driving any vehicle while the alcohol content in his/her blood is over the legal limit

## Please read the full terms and conditions for all the exclusions

## How do I increase my cover?

You can choose to purchase additional Personal Accident Plan cover. There are various levels of additional cover to choose from. This will give you peace of mind if you are unable to provide for your loved ones in the event of accidental death or disability.

You can take out cover for yourself only, or yourself and your family by contacting us on **0860 012 301** or email: **sbibmdr@standardbank.co.za**. Our lines are open from Monday to Friday between 8am and 5pm.