



# • APPLICATION FOR CREDIT •

Real People (Pty) Ltd Reg. No. 2001/004440/07 • NCRCP103 • FSP 9945  
 Real People Views | 12 Esplanade Road | Quigney | East London | 5201  
 P.O. Box 19610 | Tecoma | 5214 | Client Queries 0861 101 724 | Merchant Queries 0800 21 20 19  
 FAX TO 0866 200 159 OR 0866 445 000 or 0866 089 000 | E-MAIL lcr@rpmf.co.za  
 FAX 043 700 0001 | HELPDESK 086 110 1729 | E-MAIL realsolutions@realpeople.co.za

## 1. MERCHANT DETAILS

## SECTION A

Merchant Name  Merchant Code

Merchant Contact Number

## 2. ANSWER THE FOLLOWING QUESTIONS

Did you apply for or are you currently in Debt Counselling?  Y  N Are you a South African Citizen?  Y  N

## 3. PERSONAL INFORMATION

First Name  Middle Name

Surname  SA ID Number

## 4. WHAT DO YOU DO FOR A LIVING (SELECT BOX WHERE APPLICABLE)

Employment Status? Permanent  Temporary  Contract  Self-Employed  Unemployed

Occupation  Employment Date:

Contract Expiry Date (if Applicable)         How often do you get paid? Monthly  Weekly  Bi-Weekly

## 5. MORE ABOUT YOU (SELECT BOX WHERE APPLICABLE)

Residential Status?  Owner  A tenant  A boarder  Living with parents  Years at current address?

Education level?  High School  College  Technikon  University  None

Marital Status?  Single  Married ANC  Married in community  Divorced  Widowed  Not sure  How many dependants?

Purpose of loan?  Business  Housing  Education  Furniture  Consumption  To pay debt  Other  SPECIFY

## 6. HOW MUCH DO YOU EARN?

Basic Salary R

Regular Commission R

Regular Overtime R

Regular Allowance R

Spouse Nett Income R

Rental Income R

Other..... SPECIFY R

Other..... SPECIFY R

**TOTAL INCOME** R

## 7. HOW MUCH ARE YOUR COMMITMENTS?

Rent/Bond Repayments R

Car Repayments R

Loan/Credit Card Repayments R

Store Accounts R

Short Term Insurance R

Life Insurance and Investments R

Maintenance/Garnishee Orders R

Medical Aid/Expenses R

Other..... SPECIFY R

**TOTAL COMMITMENTS** R

## 8. HOW MUCH ARE YOUR LIVING EXPENSES?

Groceries R

Rates, Water & Electricity R

Transport, Taxi, Fuel R

Children, Schooling, Daycare R

Clothing, Excl. Store Accounts R

Telephone and Cellphone R

Other..... SPECIFY R

Other..... SPECIFY R

**TOTAL EXPENSES** R

## 9. ADDRESS & CONTACT INFORMATION

Home Tel.  Work Tel.  Cell No.

Fax No.  E-mail address

Unit/Complex Number & Name

Street Number/Name & Suburb

City & Province  Postal Code

\* Complete the following, only if different from residential address.

Postal Address (Line 1)

Postal Address (Line 2)  Postal Code

**10. WHO DO YOU WORK FOR?**

Employer Name  Employee Number

Supervisor/Manager Name & Surname  Contact Number

Unit/Complex Number & Name

Street Number/Name & Suburb

City & Province  Postal Code

*Only for government employees*

Employee Pay Point  Pay Group  Org Group

**11. BANKING DETAILS (SELECT BOX WHERE APPLICABLE)**

Bank Name

Branch Name  Branch Code  Account Type: Savings  Cheque  Transmission

Account Number  Period at Bank

Account Holders Name

Borrowers Pay Date  Monthly on    or  Weekly  Fortnightly on  Mon\*  Tue\*  Wed\*  Thur\*  Fri\*

\* or such earlier day/date upon which the Borrower's salary/wage is paid in any given week/fortnight/month. Furthermore the Borrower confirms that if his/her designated pay date falls on a Saturday, Sunday or a Public Holiday, he/she will be paid on the previous business day. As a consequence of the aforesaid the Borrower hereby agrees that the Company may adjust any affected Pay Date for payment purposes.

**12. NAME AND INFORMATION OF FRIEND OR RELATIVE (NOT LIVING WITH YOU)**

First Name  Surname

Occupation  Relationship

Work Tel.  Cell No.

**13. CHARGES**

- An initiation fee is payable in respect of all Credit Agreements. The fee can be paid upfront by the consumer or deferred over the term of the loan (refer to the terms and conditions):  
Please indicate whether you:  Wish to pay the initiation fee upfront  Wish to defer payment of the initiation fee
- The Borrower requires credit life insurance as cover for payment of the loan (refer to terms and conditions):  
Please indicate whether you:  Wish to obtain and/or utilise your own credit life policy cover  Wish to obtain and utilise credit life cover from Real People Assurance Company Limited.

**14. MARKETING OPTIONS**

The Borrower has the option to be excluded from any (tick box to be excluded):

- (a) Telemarketing campaign that may be conducted by or on the behalf of the Company;
- (b) Marketing or customer list that may be sold or distributed by the Company, other than as required by the Act; or
- (c) Mass distribution of e-mail or sms messages.

**15. DOWNSELL (SELECT BOX WHERE APPLICABLE)**

- (a) In the event of this Application for Credit for any specific loan amount being rejected, the Applicant agrees that the Company may contact him/her by way of SMS/e-mail to his/her cellphone/computer, within a reasonable time thereafter, regarding a lesser loan amount that the Applicant qualifies for with the Company.
- (b) The Applicant confirms that he/she is aware that consenting to the downsell option listed in 15(a), they consent to further marketing and competition information regarding that particular application from the Company by way of sms or email to his/her cellphone or computer.

**16. FURTHER INFORMATION REQUIRED (SELECT BOX WHERE APPLICABLE)**

To which demographic do you belong?  Black  Coloured  Indian  White  Do not wish to disclose

What is your home language?  Afrikaans  English  isiNdebele  isiXhosa  isiZulu  Sepedi  Tshivenda  
 Sesotho  Siswati Other

How should we contact you?  Fax  Phone  Post  E-mail

Preferred communication language?  English  Afrikaans  isiXhosa (Please NOTE These are the ONLY available language choices)

**17. SIGNATORIES**

The Borrower consents to the Company utilising the confidential information disclosed in terms of the application to conduct a credit check on the Borrower at an registered credit bureau. The Borrower acknowledges and warrants that he/she has fully, comprehensively and truthfully answered any and all requests for information required for the purposes of his/her loan application, and he/she fully understands and comprehends the costs, risks and obligations in terms of the credit applied for in terms hereof. The Borrower confirms that he/she received a copy of RP's standard terms and conditions and Credit Protection Policy and Annexure A (if applicable), which he/she has read and understood and confirms further that the aforesaid documents where applicable, form part of this agreement.

Outside of the next hour, when is the best time of the day we can contact you? Between     and

Signed at (place)  On (date)

SIGN HERE

Borrower's Signature

SIGN HERE

Witness Signature



## 18. TERMS &amp; CONDITIONS OF LOAN AGREEMENT

1. All payments shall be made unconditionally and without deduction or set-off to the address of the Company referred to on page 1 or in accordance with such other arrangement agreed to in writing between the parties. Payments will be allocated firstly towards payment of any due or unpaid interest, thereafter any due or unpaid fees or charges (including legal costs, if any) and lastly the Capital.
2. Interest rates as set out in the attached Quote/ Loan Schedule are variable and are calculated daily and capitalised monthly in arrears on the outstanding Loan (or any other deferred) Amount. Such interest rates vary according to a Formula and Reference Rate determined by the Agreement Type (see attached Loan/Quote Schedule) as follows:
  - 2.1 In respect of unsecured credit transactions, other than Short Term Credit Transactions – (REPO Reference Rate x 2.2) + 20% per year.
  - 2.2 In respect of Credit Facilities – (REPO Reference Rate x 2.2) + 10% per year. (Where "the REPO Reference Rate" is the repurchase rate set from time to time by the South African Reserve Bank.)
  - 2.3 In respect of Short Term Credit Transactions the maximum interest rate is determined by the Minister and published in Table A of regulation 42 of the National Credit Act 34 of 2005 ("the Act"). Should a change occur to the Reference Rates the company will adjust the applicable interest rate commensurate to such change to the Reference Rate and notice thereof will be given in writing to the Borrower by no later than 30 business days after the day on which any such change takes effect.
3. Note : The number of instalments & commencement date of the 1st instalment presume that the 1st instalment will be paid by the Borrower on his/ her first pay date after the Loan Amount was advanced. A delay in making payment of the first instalment may result in extra instalments in order to recover the extra interest and charges occasioned by such delay. The Borrower hereby consents to the said interest and additional service fees being recovered in such manner by the Company.
4. The Borrower confirms that he/she has been offered the choice of either paying the Initiation Fee upfront or to defer payment thereof over the term of the loan (attracting interest at the same rate as set out in the Loan Schedule). Should the Borrower elect to pay the Initiation Fee upfront but fail to do so by the date the Loan Agreement is concluded, the Initiation Fee, or any part thereof, shall be deemed to have been deferred over the term of the loan and attract interest at the commensurate rate.
5. Should the Borrower default and/or fail to pay any amount on the due date thereof,
  - 5.1 the full outstanding balance of the capital together with cost of credit charges (including any unpaid accrued interest) shall, at the sole discretion and instance of the Company, immediately become due, owing and payable.
  - 5.2 The Company reserves the right, in terms of section 123 of the Act to terminate this agreement and proceed with legal proceedings in terms of section 129(1)(b) and section 130(1) of the Act, which proceedings may result in a Court enforcing the repayment of the Borrower's obligations in terms of this agreement. Any judgment of such Court, shall be recorded by credit bureau's and be available to other credit providers.
  - 5.3 The Company shall be entitled to recover from the Borrower all attorneys and registered debt collectors costs on the attorney and client scale or prescribed tariff applicable to debt collectors. Such costs may include collection commission at 10% on each payment received from the Borrower and also, if applicable, the 5% commission due to the Borrower's employer in terms of section 65 J (10) of Act 32 of 1944. The Borrower shall be liable for default administration costs in respect of each letter sent to him/her in terms of Part C of Chapter 6 of the Act, as read with Regulation 46.
6. In terms of section 122 of the Act the Borrower may terminate this agreement at any time by paying the settlement amount to the Company in accordance with section 125 of the Act, being the unpaid balance of the Loan Amount, accrued unpaid interest charges and all other fees and charges payable by the Borrower to the Company up to the settlement date.
7. Per section 126 of the Act the Borrower is entitled at any time, without notice or penalty, to prepay any amount owed to the Company under this Loan Agreement.
8. The Borrower declares that he/she has never:
  - (a) been insolvent and is not an unrehabilitated insolvent;
  - (b) been placed under an Administration Order;
  - (c) been (or is currently) subject to a debt rearrangement or has any pending application for a debt-rearrangement order that precedes his/her Application for Credit herein.
9. The Company shall provide a statement of account to the Borrower on or before the last day of every third month for the duration of the credit agreement, which the Borrower agrees to. The Borrower chooses any of the modes of delivery in 12 and 17 as a manner of delivery of any and all statements.
10. The Borrower agrees that this agreement may be converted to an electronic format and the paper version destroyed, and waives his/her right to dispute the authenticity of the electronic format version.
11. In the event of the Borrower being married in community of property, and the Borrower's spouses' consent is required in respect of this agreement, the Borrower warrants that his/her spouses requisite consent, if any, was obtained and will be provided within a reasonable period after a request is made for same. The Borrower indemnifies the Company against any loss or damages it may suffer as a result of a failure to provide such aforesaid consent.
12. The Borrower consents that the Company may send e-mails/SMS to his/her computer/cellphone with regard to his/her outstanding balance(s), when his/her instalment is due and payable, when he/ she is in arrears with his/her payments and related matters. To unsubscribe from such messages, please contact the Client Queries call centre at 0861101724.
13. Subject to the marketing options chosen in clause 14 of the application, the Borrower consents that the Company may at its sole discretion for purposes of conducting an affordability enquiry and/or updating the Company's records obtain from and disclose to, any third party [including but not limited to a Credit Bureau, the national loan registry, any employee or agent of the Company and the Borrower's employer] the Borrower's credit and loans record, payment history and current loan status.
  - 13.1 Should the Borrower not wish for the information to be obtained or disclosed for the aforesaid purpose, the Borrower may elect to not proceed with this credit agreement.
  - 13.2 Note: The Company is obliged to supply certain information to the national loan registry and the Credit Bureau pertaining to this loan, which may include information on non-compliance with the terms and conditions contained herein.
  - 13.3 Note: The Credit Bureau provides a credit profile and a credit score on the Borrower based on the information supplied. The "Credit Bureau" referred to herein are TransUnion ITC Credit Bureau, XDS and Experian (contact details in clause 24).
  - 13.4 The Borrower has the right to contact the Credit Bureau referred to above, have his credit record disclosed and correct any inaccurate information.
14. Subject to the marketing options selected in clause 14 of the application the Borrower consents that all confidential and personal information, obtained through this Application for Credit, the future administration of the Borrower's loan and the collection thereof may be stored, processed, transmitted, modified, updated and transferred to any party for the purposes of:
  - 14.1 marketing additional products to the Borrower;
  - 14.2 tracing the Borrower's whereabouts;
  - 14.3 research recordal (over and above for the Company's operations) and product design by the Company.
15. The Borrower understands and consents that:
  - 15.1 the debt towards the Company may, at the sole instance and discretion of the Company, be ceded to a third party;
  - 15.2 any personal and confidential information may be transferred to any third party;
  - 15.3 Such a party may use his/her confidential information for any subsequent purpose that is in line with any combination of the initial purposes for which the personal information was obtained and;
  - 15.4 that the retention and use of the above data may occur for as long as it is required by the Company/ third party for the initial or any subsequent purposes.
16. The Borrower chooses as domicilium citandi et executandi (address for acceptance of delivery of documents) the residential address supplied in the Borrower's Application for Credit. The Parties shall be entitled to change their chosen addresses by written notice delivered by hand or posted by registered mail to the current chosen address of the Borrower or the Company as the case may be.
17. The Borrower undertakes to notify the Company in writing, within 30 days, of any change of the Borrower's physical residential address and/or employment. Should the Borrower fail or neglect to fulfil such obligation, the Company shall be entitled to instruct a tracing agent to ascertain such information and the Borrower shall be liable to pay for the tracing fees that are incurred to rectify any breach of such undertaking.
18. A certificate signed by any member, official or agent of the Company (whose qualification, authority or appointment need not be proved) setting out the amount of the Borrower's indebtedness to the Company shall be prima facie proof of the amount and the cost of credit charges which are applicable and the Borrower acknowledges his/ her indebtedness to the Company in respect of any amount so certified.
19. The Borrower has the right to apply to a debt counsellor, in the manner and form prescribed by section 86 of the Act, for debt review so as to be declared over-indebted. The prescribed process involves the Borrower approaching a debt counsellor and supplying him/her with a completed Form 16 or the information prescribed by Regulation 24(1) of the Act. Such aforesaid application may not be made if the Company has already taken steps to enforce the Loan Agreement. A list of all registered debt counsellors can be obtained from the National Credit Regulator's office.
20. In the event of any dispute regarding a possible contravention of the Act the Borrower may elect to either:
  - 20.1 resolve the complaint by way of an alternative dispute resolution agent (sections 134, 135 and Regulation 49 of the Act); or
  - 20.2 initiate a complaint to the National Credit Regulator in terms of section 136 and Regulation 50 of the Act; or
  - 20.3 initiate a complaint to the Tribunal in terms of section 137 and Regulation 51 of the Act.
21. This agreement constitutes the entire agreement between the parties relative to the subject matter hereof and supercedes all representations, warranties, agreements or undertakings previously made relative to such subject matter, and no such representations, warranties, agreements or undertakings shall be of any force and effect unless contained herein. No indulgence, extension of time, relaxation or latitude which the Company may show, grant or allow to the Borrower shall constitute a waiver by the Company of any of its rights and the Company shall not thereby be prejudiced or estopped from exercising any of its rights against the Borrower which may have then already arisen or which may thereafter arise, and/or applying/ enforcing the terms of this agreement.
22. No variation of any of the terms and conditions of this agreement will be binding on the parties unless committed to writing and signed by them respectively.
23. Should any provision or portion of this Agreement be unenforceable by law, void or voidable, such provision shall be severable from the remaining provisions hereof which shall remain in full force and effect.
24. Contact Details of Relevant Entities: TransUnion Credit Bureau Tel: (011) 214 6000; XDS Tel: (011) 645 9100; Experian Tel: (011) 799 3400; National Credit Regulator Tel: 0860 627 627; National Consumer Tribunal: 0860 627 627; Compuscan Tel: 0860 51 41 31.

**19. DEBIT ORDER CLAUSE****SECTION C**

1. I/We hereby authorise Real People (Pty) Ltd ("RP"), or any collecting agent appointed by RP, to draw against my designated bank account, (as per my Application for Credit) the loan repayment instalments specified in the Quote/Loan Schedule on page 1 of the Quote & Loan Agreement.
2. The specified loan repayment instalments are to be deducted from the designated bank account on or after my/our salary pay date, and shall be deducted over the term (and number of instalments) specified in the Quotation/Loan Schedule on page 1 of the Quotation & Loan Agreement.
3. I/We hereby agree that unless advised to the contrary by me/us, the creditor may adjust any Pay Date for payment purposes during periods with special circumstances such as during the month of December, to coincide with my actual salary payment date which the creditor will be entitled to assume to be the last business day that precedes the 5th day of such month. If my/our designated pay date falls on a Saturday, Sunday or a Public holiday, RP will be entitled to adjust my pay date to the last business day preceding the Saturday, Sunday or Public holiday.
4. I/We agree that, in the event of there being insufficient funds in my bank account to fully satisfy my repayment obligations, RP may continue to re-present the payment instruction (for the full arrears or part thereof, in the sole discretion of RP) to my bank until such time that my outstanding obligations have been fully satisfied.
5. I/We further agree, and undertake, to issue and deliver payment instructions to my bank in addition to the number of payments stipulated in the above mentioned Quote/Loan Schedule in respect of any amount (or part thereof) that may be in arrears, including arrear interest, costs and charges that may have accrued as a result of default of my/our obligations as contained in this Quotation/Loan Agreement.
6. I/We understand that the withdrawals hereby authorised will be processed by computer through any electronic means and I also understand that details of each withdrawal will be printed on my bank statement or on an accompanying voucher. I/We agree to pay any bank charges relating to this debit order instruction.
7. This authority may be cancelled by me/us by giving RP 30 (thirty) days notice in writing, sent by prepaid registered post, but I/we understand that I/we shall not be entitled to any refund of amounts which you have withdrawn while the authority was in force if such amounts were legally owing to RP at the time of withdrawal.
8. Receipt of this instruction by RP shall be regarded as receipt thereof by my/our bank (whichever it is or will be).
9. I/We hereby authorise RP to use this debit order instruction as a stop order and/or payroll deduction authorisation when so required. I/We confirm being aware that this debit order authorisation constitutes a preferential debit order or Early Debit Order (EDO) method and acknowledge that it may be used as same by RP.
10. I/We acknowledge that this authority may be ceded or assigned to a third party if the right, title and interest in and to the basis of my indebtedness recorded in this agreement is also ceded or assigned to such third party.
11. Notwithstanding anything contained in this agreement, it is recorded that RP may convert to a debit order collection mechanism if RP is unable to successfully collect by way of a payroll deduction and or stop order mechanism, for any reason whatsoever, the necessary loan repayment instalments due in terms of this agreement.

**20. CREDIT PROTECTION POLICY****SECTION D**

1. You are required by the Company to provide a credit protection policy as cover for the outstanding balance on your loan in the event of your death or disability or should you suffer from a dread disease leading to the impairment of your physical or mental functioning (as described in the policy summary that will be provided to you) or should you be retrenched.
2. You may choose to apply for the cover arranged by the Company with Real People Assurance Company Limited ("Real People Life") or cede an existing policy that provides sufficient cover or obtain alternative cover with another insurer. By your acceptance of the terms and conditions of this Quotation & Loan Agreement and signature hereto you acknowledge that you are aware of and understand this freedom of choice and that you hereby elect and accept the credit protection policy as set out in this Section D as well as Appendix A hereto.
3. In the event of your death or disability or should you suffer from a dread disease Real People Life will pay to the Company, as your beneficiary in terms of the policy, an amount equal to the outstanding balance on your loan, being the capital sum advanced to you plus interest thereon, less any repayments made. Should you be retrenched up to six loan instalments will be paid on your behalf.
4. No waiting periods will apply, but claims will only be considered and paid out subsequent to the receipt of the first premium.
5. A monthly premium, as specified in the Quote Loan Schedule on page 1 of the Quotation & Loan Agreement, will be payable in respect of the credit protection policy. **PLEASE NOTE THAT IF YOUR MONTHLY PREMIUM IS INDICATED AS "0.00" THIS WOULD MEAN THAT A CREDIT PROTECTION POLICY HAS NOT BEEN ISSUED AND THAT YOU DO NOT HAVE ANY CREDIT PROTECTION COVER OR BENEFITS WITH REAL PEOPLE LIFE.**
6. The insured may miss the payment of up to 6 (six) premiums during the term of the policy. Upon non-payment of the 7th (seventh) premium the policy lapses and no benefits under the policy will be payable. Should 6 (six) premiums or less be unpaid at the time of a claim being submitted in terms of the policy, an amount equal to the missed premiums will be deducted from any benefit payable in terms of the policy.
7. Complete terms and conditions are set out in the policy that will be provided to you, please read through carefully. Note that there are certain events excluded from cover. Should you have any queries, please contact us at 086 111 4803.
8. The Borrower hereby cedes, assigns and makes over all his/her rights, title and interest in and to this insurance to the Company as security for the repayment of the loan granted by the Company to the Borrower. The Borrower hereby authorises the Company to complete and sign any claims documentation on his/her behalf and obtain any information or documentation required in terms of the policy for claims purposes from the person in possession of that information.
9. Notwithstanding the above, it is hereby agreed that the Company shall be entitled (in its sole and absolute discretion), but not obliged, to make payment of any monthly premium to Real People Life on your behalf and to recover any such amounts paid over on your behalf from you, and you hereby authorise the Company to make any such payment on your behalf. In the event that you arrange the required credit life insurance with any other insurer, you undertake to sign the authority provided for in terms of Section 106(6)(b) of the National Credit Act 34 of 2005 in order to authorise the Company to make payment of your insurance premiums on your behalf to your insurer should the Company elect to do so.



This document is a summary of the policy wording. This summary should be read in conjunction with the policy wording. For a full copy of the policy wording, please contact Real People Assurance Company Limited ("Real People Life") to ensure that you are familiar with the terms and conditions. In the event of any dispute or any discrepancy between this summary and the policy wording, the policy wording will prevail.

### **INSURED**

- The insured is the person who has entered into a finance agreement with Real People (Pty) Ltd ("Real People") and has signed the finance agreement, and wishes to obtain this insurance as security for the insured's obligations towards Real People in terms of the insured's finance agreement with Real People.
- The insured shall be the only person covered in terms of the Credit Protection Plan and must be a resident of the Republic of South Africa.
- The insured herewith declares that all information provided in the finance agreement and incidental documentation is true and correct any may be used by the Insurer for the administration of the Credit Protection Plan.

### **INSURED EVENTS**

Death, total & permanent disability, retrenchment and the occurrence of a dread disease.

### **ELIGIBLE AGE**

The insured will be eligible to apply for cover in terms of this policy up to the age of 65 (sixty five) years unless specifically otherwise stated.

### **SUM INSURED**

The insured shall be covered to the amount of the outstanding balance due by the insured in terms of the relevant finance agreement, being the capital sum advanced in terms of the finance agreement, plus interest thereon, charges and fees, less any repayments made in respect thereof.

### **BENEFITS**

#### **DEATH BENEFIT**

This benefit provides cover in the event of death of the insured occurring during the period of insurance. Real People Life shall pay to Real People in one lump sum the sum insured.

#### **TOTAL & PERMANENT DISABILITY**

This benefit provides cover in the event of the total and permanent disablement of the insured, occurring during the period of insurance, to an amount equal to the sum insured.

For the purpose of this policy, Real People Life will regard permanent disability to mean medically certified total disability, as a result of illness, injury or disease occurring after a deferred period of 1 (one) month, and which cannot be cured or treated and which prevents the insured from earning an income by following his own or suited occupation in keeping with his/her education, training or ability and experience.

The insured shall also be deemed to have suffered permanent disability upon the permanent loss (or loss of use) of both hands, feet or eyes.

#### **RETRENCHMENT**

This benefit provides cover in the event of the retrenchment or redundancy of the insured by his/her employer occurring during the period of insurance. Real People Life shall pay Real People, after a deferred period of 30 (thirty) days, a maximum of 6 (six) months' loan installments upon proof of continued unemployment. This benefit terminates automatically on the date of the insured's 65th (sixty-fifth) birthday or date of retirement, whichever occurs first.

For the purpose of this policy, Real People Life will regard retrenchment or redundancy to mean being retrenched or made redundant by an employer during the term of their work agreement due to new technology, reorganisation by employer, liquidation of the company and staff reductions and which resulted in the insured not earning any income for a continued unemployment period of 30 (thirty) days. **No benefits shall furthermore be payable in respect of retrenchment claims if any of the following apply:**

- a claim was paid out due to the insured's death;
- the insured has not been in full time employment for the 6 (six) months immediately before the notification date of retrenchment or having had

reasonable grounds to believe that he/she would become unemployed, retrenched or redundant after the commencement date of cover;

- the insured is self employed, work was seasonal, or unemployment is a regular feature of his/her work;
- the insured comes to the expected end of a fixed-term contract, the expected end of and/or the early termination of a casual, temporary or work contract;
- the insured finishes the job he/she was specifically employed to do, resigns, retires, accepts voluntary retrenchment;
- the insured is a partner in a partnership, a member of a Close Corporation or a director of a company, or employed by a family-owned business;
- the insured loses his/her job due to fraud, dishonesty or any misconduct on his/her part, has received one or more verbal or written reprimands which constituted to form part of this disciplinary procedure;
- the insured loses his/her job because of any illegal strikes, which he/she took part in or any lock out by his/her employer;
- the insured loses his/her job, directly or indirectly, due to any sickness, disease, accident, injury, childbirth, abortion, pregnancy, miscarriage, mental disorder or medical condition.

### **DREAD DISEASES**

The insured will be covered for the full sum insured in the event of the insured being diagnosed with a dread disease during the term of this policy and where such a dread disease has resulted / will result in the impairment of the physical or mental functioning of the insured.

For purposes of this policy a "dread disease" shall refer to any of the following:

- Heart attack - being the death of a portion of the heart muscle as a result of inadequate blood supply to the relevant area. The diagnosis shall be based on the following three criteria:
  - a history of chest pain;
  - new ECG changes;
  - elevation of cardiac enzymes
- Stroke - any cerebrovascular incident producing neurological sequelae lasting more than 24 (twenty four) hours and including infraction of brain tissue, haemorrhage and embolisation from an extra-cranial source. Evidence of permanent neurological deficit must be produced.
- Cancer - a disease manifested by the presence of a malignant tumour characterised by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. The term "cancer" also includes leukaemia and Hodgkin's disease but excludes:
  - all skin cancers;
  - cancer-in-situ; including melanoma-in-situ.
- Renal failure - end stage of renal failure presenting a chronic irreversible failure of both kidneys to function as a result of which regular renal dialysis is instituted.
- Paraplegia - the total and irreversible loss of the use of both legs or both arms.
- Blindness - the total and permanent loss of all sight in both eyes.
- Surgery for coronary heart disease - the actual undergoing, as a recipient, of surgery due to coronary heart disease. This does not include angioplasty and/or any intra-arterial procedures.
- Surgery for a disease of the aorta - the actual undergoing, as a recipient, of surgery for a disease of the aorta needing excision and surgical replacement of the diseased aorta with a graft. For the purposes of this definition aorta shall mean the thoracic and abdominal aorta but not its branches. Traumatic injury of the aorta is excluded.
- Replacement of a heart valve - the replacement of one or more heart valves with artificial valves. This includes the replacement of aortic, mitral, tricuspid, or pulmonary valves with artificial valves due to stenosis or incompetence or a combination of these conditions.
- An organ transplant - the human-to-human organ transplant, from a donor to the life insured (the recipient), of one or more of the following organs: the kidney, heart, lung, heart-lung, liver, pancreas or bone marrow. The transplantation of all other organs, parts of organs or any other tissue transplant is excluded.
- Coma - state of unconsciousness with no reaction to external stimuli or internal needs, persisting

- continuously with the use of a life support system for a period of at least 96 (ninety six) hours which in the opinion of the insurer results in a neurological deficit of a permanent nature;
- Major burns - third degree burns covering at least 20% (twenty percent) of the body surface area.

Each of the above illnesses must be diagnosed by a registered medical practitioner and must be supported by clinical, radiological, histological and laboratory evidence acceptable to the insurer.

This benefit shall terminate immediately upon the insured's 65th (sixty fifth) birthday, following which the insurer shall have no further liability in respect of the occurrence of a dread disease in the relevant insured.

### **SPECIFIC RESTRICTIONS, EXCLUSIONS, PROVISIONS AND CONDITIONS**

#### **RESTRICTIONS ON LIABILITY**

Real People Life's liability in terms of this policy shall not under any circumstances extend beyond the eligibility ages or beyond the terms of the credit agreement with real People or beyond the payment of a valid death claim.

#### **WAITING PERIODS**

No waiting periods are applicable. Real People Life shall however not consider or pay out any claim that arose prior to the receipt of the first premium in respect of this policy.

#### **SPECIFIC EXCLUSIONS ON LIABILITY**

Real People Life shall not be obliged to make any payment in respect of any condition or event arising directly or indirectly from, contributed to by or traceable to any:

- any attempt at suicide, any self-inflicted injury of illness, participation in hazardous sports or driving whilst the concentration of alcohol in the insured's blood exceeds the statutory limit in force at that time or whilst the assured is under the influence of alcohol or a drug having a narcotic effect.
- death by means of aviation, other than as a paying passenger on a commercial flight;
- war, invasion acts of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, participation by the insured in any criminal act, or
- by ionising radiations or contamination by radioactivity from any nuclear fuel or waste.
- Cover in terms of this policy will also cease if either the policy or the finance agreement with Real People is terminated, and no claim in terms of this policy will be considered if it is in any way fraudulent.

#### **PREMIUM PAYMENT**

Premiums shall be payable monthly in advance to Real People Life by the insured, and premiums may be received by either Real People Life or its appointed administrator, in a manner as agreed with the insured.

No Premiums will be refunded to the insured should the policy be cancelled or a claim repudiated.

The insured may miss the payment of up to 6 (six) premiums during the term of the policy. Upon default of the 7th (seventh) premium the policy lapses and no benefits under the policy will be payable. Should 6 (six) premiums or less be unpaid at the time of a claim being submitted in terms of this policy, an amount equal to the missed premiums will be deducted from any benefit payable in terms of the policy.

#### **COST TO YOU**

Inclusive in your Credit Life Premium is an admin fee of R8.00 per month payable to the insurer.

#### **PERIOD OF INSURANCE**

Due to the type / nature of this policy, it cannot be cancelled or waived and the policy will remain in force and effect until such time as all obligations of the insured towards Real People arising out of the finance agreement have been settled in full; unless otherwise provided for in this policy document.

#### **MISREPRESENTATION**

Since the information on the Policy Certificate to this policy and all declarations made form the basis of this Master Policy, this assurance shall be voidable in the event of misrepresentation or non-disclosure by or on behalf of the insured of any fact material

to the assurance. This policy shall however not be invalidated on account of any incorrect statement made in good faith unless the incorrectness of such statement materially affected the assessment of the risk under this policy at the time of issue thereof.

#### **FRAUD**

If any claim under this policy were in any respect fraudulent or if any fraudulent means are used by the insured or any one acting on his behalf to obtain any benefit under this policy all benefits in respect of such policy shall be forfeited.

#### **REJECTION OF CLAIM AND TIME BAR**

If Real People Life declines liability for a claim in terms of this policy or cancels the policy, representation may be made to Real People Life within 180 (one hundred and eighty) days of the date of the letter of rejection of cancellation letter. Representation must be submitted in writing to:

Real People Assurance Company Limited  
12 Esplanade Rd, Quigney  
East London, 5201  
Fax: 086 621 6863

#### **CLAIM NOTIFICATION PERIOD**

The death / retrenchment / disability or the occurrence of a dread disease of the insured must be reported in writing to Real People Life within 3 (three) months of the date of the occurrence of an insured event.

If for any reason whatsoever notice of a claim following upon the occurrence of an insured event is not given within the stipulated period of 3 (three) months, all benefits under this policy in respect of such a claim shall be forfeited and the claim shall become prescribed.

#### **IN THE EVENT OF A CLAIM**

In the event of a claim, the specified benefit will be paid to Real People as the insured's beneficiary in terms of this policy.

1. Claims must be reported to Real People Life within 3 (three) months of the occurrence of the insured.
  2. Claims are submitted to Real People Life at: Tel: 086 1 114 803 Fax: 086 621 6863.
  3. Real People Life shall process claims on receipt of the following documentation:
    - A fully completed claim form;
    - A certified copy of the Identity Document of the deceased insured;
    - A certified copy of the death certificate of the deceased insured;
    - BI1663, notification of death form;
    - Copy of the Credit Protection Policy;
    - Police statement, in the event of death due to unnatural causes;
    - Real People Life may request a medical report as such medical information as it may reasonably require in support of any claim.
    - Letter from the employer confirming retrenchment in case of retrenchment claim.
- All certificates, information and evidence required by Real People Life shall be furnished in the form prescribed by Real People Life and at the expense of the insured Person(s) or his nominated beneficiary. A Commissioner of Oaths shall certify all copies.

#### **CESSION**

It is recorded and agreed to by the insured in the application from, that the insured assigns and transfer the benefits in terms of this policy as collateral surety to Real People as security for the outstanding debt owed by the insured to Real People. The insured

further assigns and transfer all the respective rights, title and interest in this policy to and in favour of Real People and according Real People Life undertakes, in the event of a valid claim, to pay the benefits as defined , to Real People. This cession supersedes and cancels any other beneficiary nominated by the insured.

#### **COMPLAINTS PROCEDURE**

Complaints must be lodged with Real People Life at:

Real People Life  
12 Esplanade Road, Quigney  
East London, 5201  
Tel: 0861 114 803, Fax: 086 621 6863.

Should the insured not be satisfied with the outcome of any complaint, the Long Term Insurance Ombudsman or the FAIS Ombud may also be contacted at:

**Ombudsman for Long Term Insurance:**  
PO Box 45007, Claremont, 7735  
Tel: (021) 674 0330, Fax: (021) 347 0221

#### **FAIS Ombud:**

PO Box 74571, Lynwood Ridge, 0040  
Tel: (012) 470 9080, Fax: (012) 348 3447

#### **THE INTERMEDIARY**

Real People (Pty) Ltd  
12 Esplanade Road, Quigney  
East London, 5201  
Tel no: 0861 114 803  
Fax no: 086 621 6863  
FSP number : 9945

Does the Intermediary have any interest in the Insurer or did the intermediary, during the past 12 months, receive more than 30% of its total remuneration from the Insurer? **No**

Has the Insurer provided the intermediary with a written mandate to act on its behalf? **Yes**

Does the Intermediary hold professional indemnity insurance? **Yes**

**IMPORTANT – PLEASE READ CAREFULLY  
-DISCLOSURE AND OTHER LEGAL  
REQUIREMENTS**  
(This notice does not form part of the Insurance Contract)

As a long-term insurance policyholder, or prospective policyholder, you have the right to the following information:

1. Your right to know the impact of the decision you elect to make.
  - (a) The intermediary or insurer dealing with you must inform you of:
    - The premium you may be paying.
    - The nature and extent of benefits you may receive.
  - (b) if the benefits are linked to the performance of certain assets:
    - How much of the premium will go towards the benefit?
    - To what portfolio will your benefits be linked?
  - (c) The possible impact of this purchase on your finances.
  - (d) The possible impact of this purchase on your other policies (affordability).
  - (e) The possible impact of this purchase on your investment portfolio (affordability).
  - (f) The flexibility of changes you may make to the proposed contract.

(g) The contract terms of the product you intend to purchase.

(It is very important that you are quite sure that the product or transaction meets your needs and that you feel you have all the information you need to make a decision.)

2. Your right when being advised to replace an existing policy.

You may not be advised to cancel a policy to enable you to purchase a new policy or amend an existing policy, unless:

- (a) The intermediary identifies the policy as a replacement policy.
  - (b) The implications of cancellation of the policy are disclosed to you such as:
    - The influence on your benefits under the old policy.
    - The additional costs incurred with the replacement.
  - (c) The insurer which issued the original policy will contact you, you are advised to discuss the matter with its representative.
3. Your right to be informed by the insurer.

The insurer will forward you documentation confirming policy details as discussed in paragraph 2 of this Notice, which will also include:

- (a) The name of the insurer.
- (b) The product being purchased.
- (c) The cost in Rands of the transaction and specifically:
  - the loadings, if any;
  - the initial expense; and
  - the amount of commission and other remuneration being paid to the intermediary.
- (d) In the case of policies with and investment element, the ongoing expense and any other fees or charges payable.

The summary in terms of section 48 of the Long-term Insurance Act, 1998.

The contact number and address of the complaints and compliance officers of the insurer. (The insurer may disclose the above information on a generic basis with additional policyholder specific disclosure).

4. Important warning.

- It is very important that you are quite sure that the product or transaction meets your needs and that you feel you have all the information you need before making a decision.
- It is recommended that you discuss with the intermediary or insurer the possible impact of the proposed transaction on your finances, your other policies or your broader investment portfolio. You should also ask for information about the flexibility of any proposed policy. Where paper forms are required, it is advisable to sign them only once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents

#### **COMPLIANCE DEPARTMENT**

Real People Compliance can be contacted at Real People's postal or physical address with correspondence marked for the attention of Real People Compliance. Real People's Compliance department can also be reached by telephone at: (043) 702 4600.