

## **kulula credit card scheme – terms and conditions of use**

- this document sets out the terms and conditions of the credit card scheme.
- when you use the credit card, this will be taken as your acceptance of the terms and conditions in this agreement.
- the card is issued, financed, owned and administered by firststrand bank limited ("frb"), registration number 1929/001225/06, a registered bank and an authorised financial services provider.
- kulula is the owner and administrator of the kulula moolah rewards programme which is linked to the credit card.

### **sections of this document**

**section a:** credit card conditions of use  
**section b:** account charges and fees

**section c:** the kulula moolah rewards programme  
**section d:** value-add services

#### **section a: credit card conditions of use**

##### **1. issue of the card**

- 1.1 the issue of the card is subject to the terms and conditions of our credit card scheme as amended from time to time.
- 1.2 the card remains our property and you must return it to us immediately on our request.
- 1.3 the credit card is a visa-branded card, issued by us under licence of visa.

##### **2. use of the card**

###### **2.1 general obligations when you use the card**

- 2.1.1 only you may use the card and you must ensure that no one else uses it.
- 2.1.2 as soon as you receive the card, you must sign the back of it in ink.
- 2.1.3 when the card is issued to you, you will be given a pin, which you may change at your discretion at any fnb atm.
- 2.1.4 when a card has been reissued to you, the pin you used for your previous card will still be valid. you may change this pin at any fnb atm.
- 2.1.5 you must keep the card safe and the pin secret and separate from the card.
- 2.1.6 the pin will enable you to draw cash, transfer funds, make local deposits, make purchases (if required by the merchant) and otherwise operate the card at atm's.
- 2.1.7 you must only use the card in the period stated on the front of the card, unless it is cancelled before the expiry date in terms of clause 14. after this period the card will be invalid.
- 2.1.8 you must not use the card for any illegal transactions. it is your responsibility to determine that a transaction is lawful before you use the card.
- 2.1.9 when the card is used to buy goods or services from a merchant, you must sign a transaction voucher and/or apply your pin, as required by the merchant.
- 2.1.10 you must sign a cash withdrawal voucher when using the credit card to draw cash other than from an atm.
- 2.1.11 if the transaction takes place by mail order, telephone order or other access channel you will be asked for certain card related information before you may use these channels to transact.

##### **2.2 credit card**

- 2.2.1 you may make purchases on the credit card at merchants who accept visa or visa electron branded credit cards (as applicable depending on your card type).
- 2.2.2 you may not use the credit card for fuel and fuel-related purchases in south africa.
- 2.2.3 the visa electron credit card is for electronic use only which means that it can be used at an electronic point of sale device or at an atm.
- 2.2.4 if you use the credit card outside the common monetary area, you must comply with applicable exchange control regulations.
- 2.2.5 we must report transactions that occur outside the common monetary area to the south african reserve bank.
- 2.2.6 any transaction or payment in a currency other than south african rand ("rand") will be converted to rand at visa's prevailing rate of exchange on the date of posting the transaction to your account. the transaction will appear on your account statement in rand.
- 2.2.7 use of the card to access and transact over our other delivery channels like electronic banking is subject to the terms and conditions of such other channels.

##### **2.3 general information**

- 2.3.1 we will not be liable:
  - if a merchant refuses to accept or honour the card;
  - if we do not authorise a transaction. you understand that it is our decision to authorise a transaction.

##### **3. unauthorised use of the card**

- 3.1 you must take all reasonable steps to prevent any unauthorised use of the card and pin.
- 3.2 you must notify our card division immediately by contacting the lost card number shown on your monthly statement, if you discover that the card has been lost or stolen or an atm has not returned the card or the card details or your pin have been compromised.
- 3.3 lost card protection (lcp) is included in your annual card fee and will protect you against unauthorised and fraudulent use of the card, except for pin-based transactions, if the card is lost or stolen.
- 3.4 provided you were not negligent in safeguarding the card or in reporting the card lost or stolen, you will not be liable for unauthorised and fraudulent transactions that occur on the card as a result of the loss or theft, except for pin-based transactions.
- 3.5

- 4 if you are negligent in reporting the card lost or stolen or in safeguarding the card, you will not be covered for lcp and will be responsible for all unauthorised and fraudulent use of the card.
- 4.1 any delay in reporting the card lost or stolen will be regarded as negligence and you will have to prove to us that you were not negligent.
- 4.2 any unauthorised transaction made by using the card and pin, or solely with the pin, will not be covered by us and will be your sole responsibility.

#### **4. system malfunctions**

we are not liable for any loss suffered by you arising from any malfunction, failure or delay in any atm, electronic point of sale device, access channel or shared networks.

#### **5. authority to debit your account**

- 5.1 each time you use the card or the card details to make a purchase or cash withdrawal, we will debit your account with the amount of the purchase or cash withdrawal.
- 5.2 you must repay us for all payments that we have made or will make to a merchant for any purchase or cash withdrawal.
- 5.3 all payments we have made to a merchant for any transaction are final and irreversible, unless a reversal is allowed by the visa rules and regulations as published by visa from time to time.
- 5.4 a dispute between you and any merchant will not affect our right to debit your account and receive payment.

#### **6. your credit limit**

- 6.1 we may refuse to authorise purchases and cash withdrawals if you have exceeded your credit limit.
- 6.2 if we accept a transaction that results in you exceeding your credit limit, it does not mean that we have extended or increased your credit limit on any permanent basis and you are obliged to immediately bring your account in line with the credit limit extended to you.

#### **7. interest**

##### **7.1 when we will charge interest on accounts**

- 7.1.1 if your account has an interest-free period, you will not be charged interest on purchase transactions during this period.
- 7.1.2 certain transactions, as set out in clause 7.2, will always attract interest from the date of the transaction.
- 7.1.3 if you pay the total amount payable, which is the full outstanding amount which you owe us, reflected on your statement on or before the due date shown on your monthly statement, no interest will be charged on your account, except for those transactions in clause 7.2 where interest would have been charged from date of transaction.
- 7.1.4 if you do not pay the full outstanding amount on or before the due date shown on your monthly statement, you will be charged interest, from the date of each transaction on your account, on both the statement balance and on any new purchases made on the card (in other words, you will lose the interest-free period on these new purchases).
- 7.1.5 this means that if you do not pay the full outstanding amount by the due date shown on your statement, the interest-free period will be suspended and interest will continue to be charged from the date of each transaction on your account, until you have settled the full outstanding amount you owe us.

- 7.1.6 once settled in full, we may, at our discretion, decide to restore the balance of the interest-free period that is the period from date of full settlement until the due date for payment reflected on your next monthly statement.

##### **7.2 transactions that will always attract interest immediately**

interest will be charged immediately, from the transaction date, for the following transactions, unless there is a sufficient credit balance in your account to settle the transaction amount:

- cash withdrawals with the credit card;
- travellers cheque purchases with the credit card;
- electronic funds transfers which result in a debit balance on your account;
- all budget facility transactions;

##### **credit interest on your account**

7.3.1 you will earn interest on any credit balance on your account.

credit interest will be calculated daily averaged over the full statement period and will be credited to your account monthly.

credit interest rates may be tiered in which case the tiered rates will be shown on your monthly statement.

##### **debit interest calculation**

debit interest will be calculated daily, and capitalised and charged to your account monthly.

debit interest will be calculated, capitalised and charged at the rate as set out in the statement of quotation and will not exceed the maximum permissible interest rate allowed under the national credit act.

#### **8. budget facility**

- 8.1 on your request, we may make the budget facility available to you.
- 8.2 this budget facility entitles you to pay for transactions over an extended period as stipulated by us.
- 8.3 if you choose to make use of the budget facility, the total amount outstanding, the monthly repayment, the current interest rate and other charges will be shown on your monthly statement.
- 8.4 if you fail to pay any one instalment by the due date, the whole amount may become immediately due and payable.
- 8.5 you may make additional payments to your budget account without penalty.

#### **9. tenant (supplementary) cards**

- 9.1 tenant cards linked to your account may be issued to other people you have chosen to be given a card. these people are referred to as "tenant cardholders".
- 9.2 the issue of tenant cards will not change the credit limit on your account.
- 9.3 it is your responsibility to ensure that any tenant cardholders comply with the terms of this agreement.
- 9.4 you must ensure that you and any tenant cardholders do not exceed this limit.
- 9.5 transactions made by tenant cardholders using the tenant card, interest, fees and charges relating to the tenant card, will be debited to your account or the tenant cardholder's account (as applicable, depending on your account structure).
- 9.6 you will be liable for all amounts owed on the tenant card. this means that we will recover from you the full amount owed to us on the tenant card from you.
- 9.7 you may only end the tenant cardholder's right to use the card if you tell us in writing that you wish to do so and you ensure that the tenant card is destroyed. when destroying the tenant card, you must cut through the magnetic stripe and card number so that the card cannot be used again.
- 9.8 we may disclose to you any confidential information relating to the tenant cardholder's account.

## **10. tenant (supplementary) accounts**

10.1 tenant accounts may be opened in the name/s of individual/s as nominated and authorised by you. these individuals are called tenant accountholders and will be issued with cards in their name/s.

each tenant account will be allocated its own credit limit. we will send the tenant accountholder monthly statements in respect of the tenant account.

transactions made by the tenant accountholder with the card, interest, fees and charges relating to the tenant card, will be debited to the tenant accountholder's account.

both you and the tenant accountholder will be jointly and individually liable as co-principal debtors for all amounts owed on the tenant account. this means that we may recover the full amount owed to us on the tenant account from you and/or the tenant accountholder.

## **11. statements, payments, deposits**

### **11.1 account statement**

11.1.1 you will receive a monthly account statement. your monthly statement will advise you of any repayments you have made, all amounts charged to your account since your previous statement, the total amount payable, which is the full outstanding amount which you owe us, the minimum monthly amount payable, and the due date by which you must pay this amount.

11.1.2 should you have a dispute in respect of the statement, you must advise us in writing thereof.

should you not receive your monthly statement, you must bring this to the attention of the kulula.com contact centre.

if any transaction is incorrectly disputed, interest will accrue in the normal course on the transaction amount.

when this agreement ends you will no longer receive your monthly statement.

### **11.2 payments and deposits**

11.2.1 you can pay the full outstanding amount on or before the due date shown on the monthly statement. alternatively, you may pay the outstanding amount over an extended period, but you must pay at least the minimum monthly instalment by the due date shown on the monthly statement.

11.2.2 your payment may not reach us on the same day as you make it, due to possible delays and the time it takes to be processed. we consider your payment to have gone through only once we receive the payment at our card division's offices in johannesburg. please allow for this when making your payment.

11.2.3 if a cheque is deposited into your account, the proceeds of the cheque will only be available as cash when the drawer's bank has honoured the cheque irrespective of the cheque clearance period. if the cheque proceeds are made available on your account prior to the cheque being honoured, we are entitled to debit your account with the amount of the cheque proceeds and any associated interest if the cheque is subsequently dishonoured by the drawer's bank for whatever reason.

11.2.4 you may cancel or settle your credit facility at any time, by paying the amount you owe there under, with or without giving advance notice to us. you are obliged to ensure payment of (a) the unpaid balance of your credit facility's credit limit; (b) the unpaid interest charges; and (c) all other fees and charges that may be due.

### **12. balance transfer option**

12.1 we may offer you a facility to transfer other debt you may have into your budget account.

12.2 we will determine and tell you the amount to be transferred ("the transfer amount"), the minimum repayment period and the applicable interest rate, which will apply to the transfer amount when the balance transfer option is offered to you.

12.3 we may, at our discretion, offer you a preferential interest rate for an agreed period which rate will apply only to the transfer amount for the agreed period provided you make all repayments by the due date shown on your statement. the amount transferred to your account will show on your monthly statement.

12.4 the transfer amount will be paid into your nominated cheque or kulula.com credit card account. it will be your responsibility to use the transfer amount to pay any other debts you may have.

12.5 you will be responsible for closing the account to which the amount is transferred, if you wish to close that account. the transfer amount will be deducted from your available credit on your budget account.

we do not guarantee the time period within which the transfer will be made and we will not be responsible for any finance charges you may incur on any of your accounts prior to the transfer of the amount to your budget account.

## **13. amendments to these terms and conditions**

13.1 amendments to these terms and conditions will be agreed to between you and us in writing, with the exception of pre-agreed automatic credit limit increases and any documents and amendments that reduce your liability in terms of this agreement.

13.2 we may unilaterally amend the terms and conditions and notify you of the changes at least five (5) business days before the effective dates of the amendments in circumstances where such amendments reduce your liability in terms of the agreement.

## **14. ending this agreement**

14.1 you may, at any time end this agreement by advising us in writing.

14.2 apart from other valid reasons to end your agreement, where there is fraud or we suspect there may be fraud on your account or if we are compelled to do so by law we will suspend your account without notice.

14.3 we will exercise this right if you do not pay us any amount due on time or at all, if you breach any term of this agreement, or if your estate is provisionally or finally sequestrated or placed under administration.

14.4 we may end this agreement and/or your right to use the card and/or your credit facility and we will provide you with ten (10) business days prior written notice of our intention to do so.

14.5 when this agreement and/or your credit facility and/or your right to use the card end, you must destroy the card. when destroying the card, you must cut through the magnetic stripe and card number so the card cannot be used again. we may, at our discretion, request a written confirmation from you that the card has been destroyed.

14.6 should you fail to destroy the card in terms of 14.5 above, you will be liable for any transactions on your account after the notification of termination of this agreement.

## **15. marketing consent**

15.1 you will only be sent marketing material from us in circumstances where you have consented to the receipt of the material and/or consented to your personal details and address being used by or on behalf of kulula.com, to offer and send you information on services and products from business units and divisions within FRB or external companies to kulula.com whether credit related or non-credit related, as the case may be.

## **16. spousal consent (for community of property only)**

16.1 if you are married in community of property, your spouse must consent to the conclusion of this agreement by completing the spousal consent portion

of the agreement. your failure to do so will result in the nullity of your credit facility.

### **request for information**

you may request information in respect of only your card account from us either in writing or by calling our card division on the telephone number shown on your monthly statement.

### **18. other important terms**

- 18.1 should you believe that you are unable to meet your obligations in terms of the credit agreements you have entered into, you may contact us for assistance in restructuring your debt with us in a manner that would allow you to repay it. we will attempt to assist you where possible.
- 18.2 should you apply for a debt review in terms of the national credit act, you should not use your credit facility pending the outcome of the debt review.
- 18.3 we are obliged by law to regularly update your personal particulars. we may contact you from time to time in this regard and you will be obliged to provide us with the information requested.
- 18.4 the headings in this agreement will not affect the interpretation of it.
- 18.5 you shall not be entitled to defer payment or refuse to make payment of any amounts payable by you in respect of your account, on the basis that you have a claim or query regarding any of the services provided for in sections c and d of this agreement.

## **section b: account charges and fees**

### **19. finance charges and fees**

- 19.1 apart from the credit related charges to your account that we have set out in your quotation, your account will be debited for non-credit related charges. these charges include the following:
- an annual card fee, which we will charge for each year or part of a year, whether or not you use the card. the annual card fee covers the costs of, amongst others, the following services that we may render to you, as amended from time to time:
    - credit card production and replacement,
    - credit card delivery and handling (other than personal delivery),
    - stationery associated with credit card delivery such as card carriers,
    - stationery used to mail the pin,
    - lost card protection (lcp)
    - comprehensive global travel insurance when you use your credit card to buy travel ticket/s (public conveyance) in south africa,
    - moolah messaging which is an automatic messaging service via SMS and/or e-mail that enables you to track transactions on your credit card account.
    - other fees associated with the issue and use of the card.
  - monthly service fees, which is charged for the ongoing maintenance of your account;
  - a cash deposit fee, which will be charged when you deposit cash into your account or pay your account in cash;
  - atm related fees;
  - electronic banking fees;
  - a currency conversion fee for transactions which take place outside the common monetary area.
- 19.2 please note the list of our full current pricing is attached as part of the statement of quotation, and can also be obtained from our website,

[www.kulula.com](http://www.kulula.com), or by contacting the kulula.com contact centre.

- 19.3 fees and charges are reviewed annually. we will send our full pricing list to you in our annual pricing notice.

## **section c: kulula moolah rewards programme ("the programme")**

### **20. your participation in the programme**

- 20.1 we are an earn-partner of the programme, to which your card is automatically linked. the programme enables you to earn moolah on qualifying purchase transactions on the card.
- 20.2 these terms and conditions must also be read with the terms and conditions published on the kulula.com website, [www.kulula.com](http://www.kulula.com) (hereinafter referred to as "the kulula website"). if there is any conflict between the two, the terms and conditions on the kulula website will prevail.
- 20.3 the programme is owned, run and managed by comair ltd, trading as kulula.com.
- 20.4 we may, at our discretion, include or exclude any card from taking part in the programme.
- 20.5 if your account is in arrears you will not earn moolahs as part of the programme from the date your account became in arrears until you pay your account as required by us.
- 20.6 If you exceed the credit limit allocated to your account by us, you will not earn moolah as part of the programme from the date you exceeded your credit limit until you pay us the amount by which you exceeded the credit limit.
- 20.7 Notwithstanding clauses 20.5 and 20.6, you may redeem, whilst your account is in arrears or you have exceeded the credit limit on your account, moolah already earned as part of the programme.

### **21. earning moolah**

- 21.1 you will earn moolah on qualifying card purchase transactions on the card subject to clause 21.2.
- 21.2 you will not earn moolah on certain transactions as notified by us from time to time, including atm transactions, internet and electronic banking transactions, fuel and fuel-related purchases, travellers' cheque purchases and cash withdrawals, as these are excluded from the programme.
- 21.3 you will also not earn moolah on finance charges, account service fees and ledger fees or on any government tax debited against your account.
- 21.4 we may change the moolah earn rules for credit cards (that is, how many moolah you will earn for each rand spent on qualifying credit card transactions). we will give you reasonable notice of such change.
- 21.5 we may also, at our discretion, set a "spend threshold" on your account. this means that you will have to make qualifying purchases above the threshold to start earning moolah.
- 21.6 we will display the total moolah you earn through the card under your account profile on the kulula website. this will be the sole record of moolah earned. you may also enquire about the points you have earned via the kulula.com contact centre.
- 21.7 you must ensure the moolah displayed under your account profile on the kulula.com website is correct. you must bring any errors to our attention in writing within thirty (30) days after we display the moolah in your monthly statement or under your moolah account profile on the kulula.com website.
- 21.8 we have the right to reverse moolah accumulated by you through use of the card, if the moolah were awarded in error, or accumulated as a result of ineligible transactions.

- 21.9 we may also reverse any moolah earned while your account was in arrears and/or over the credit limit.
- 21.10 moolah earned on qualifying purchases shall be valid for a period of six (6) months from the date that such moolah first appeared on your monthly statement. This means that you must spend your moolah earned within six (6) month validity period or else you will lose your moolah.

## **22. spending moolah**

- 22.1 you may spend your moolah earned to pay for kulula air tickets and/or kulula travel offers (as advised by kulula from time to time) within the six (6) month validity period referred to in clause 21.11..
- 22.2 when you spend your moolah on kulula air tickets an/or other kulula travel offers you will contract directly with kulula and any of its travel offer partners and FRB will not be liable for any damages you may suffer due to non-performance by kulula and/or any of its travel offer partners concerned.
- 22.3 once you have made payment to kulula for air tickets and/or other kulula travel offers using moolah you have earned, you will be subject to the standard terms and conditions that apply to all kulula air tickets and other kulula travel offers.
- 22.4 You may use your moolah to purchase kulula air tickets and other kulula travel offers for another party within the six (6) month validity period referred to in clause 21.10, but kulula air tickets and other kulula travel offers may not be converted into cash.
- 22.5 moolah may be spent in whole or in part for the purchase of kulula air tickets and /or other kulula travel offers. Where you spend only part of the total moolah earned to purchase kulula air tickets and/or other kulula travel offers, you may spend the remaining moolah on other kulula air tickets and/or kulula travel offers within the six (6) month validity period referred to in clause 21.10.
- 22.6 You may use moolah earned during the six (6) month validity period referred to in clause 21.10 to purchase kulula air tickets and/or kulula travel offers which are only to be utilised at a date after the six (6) month validity period.

## **23. amendments to the programme's terms and conditions**

- 23.1 we may amend the programme's terms and conditions in relation to the credit card, in which event we will give you reasonable notice of the changes.
- 23.2 we will inform you of these changes either by a statement message or on the kulula.com website or by sending you the changed terms and conditions.
- 23.3 kulula may also amend the programme terms and conditions. kulula will publish changes on the kulula.com website.

## **24. end or suspension of the programme**

- 24.1 we may end or suspend our participation as a partner in the programme on reasonable notice to you.
- 24.2 you will not lose the moolah earned up to the date we end or suspend our participation in the programme.

## **section d: value-add services**

### **26. comprehensive global travel insurance (automatically included on the credit card)**

#### **26.1 benefits summary**

- 26.1.1 this is a summary of the terms, conditions and exclusions of the travel policy.
- 26.1.2 the travel policy is obtainable on our website or through the global travel insurance help desk. if

anything is unclear, please contact the global travel insurance help desk on 0861 490 100.

- 26.1.3 the benefits under the travel policy are automatically available when you buy a travel ticket (public conveyance) in south africa using the credit card.
- 26.1.4 by purchasing travel tickets in south africa (or other specified countries as detailed in the policy) at full fare on your kulula.com credit card, prior to the departure.)
- 26.1.5 this offer only applies if you are a south african citizen (or a citizen of other specified countries as detailed in the policy) under seventy-six (76) and buy your travel tickets in south africa (or other specified countries as detailed in the policy). please obtain a copy of the [travel policy](#) prior to traveling and ensure you fully understand the policy.
- 26.1.6 as certain credit card products may be excluded from the benefits, you must contact the global travel helpdesk before you purchase your travel ticket with your card, to find out which products are excluded.
- 26.1.7 if you are between seventy-six (76) and eighty-five (85), we can offer you another travel insurance option
- 26.1.8 the benefits under the travel policy are available to cardholders up to and including the age of seventy-five (75) years.
- 26.1.9 the benefits under the travel policy will be available for the first ninety (90) days of your journey or until you reach the final destination set out on your travel ticket, whichever occurs first.
- 26.1.10 international sos (pty) ltd ("international sos") provides emergency assistance while you are travelling overseas. if you need assistance you may contact international sos on the telephone number supplied by us. you may "reverse-charge" your call to international sos from anywhere in the world.
- 26.1.11 international sos must approve medical expenses when they are incurred.
- 26.1.12 the benefits for children under sixteen (16) years old are limited under the personal accident section of the travel policy.
- 26.1.13 the maximum accumulation of any benefits payable in respect of any one accident or series of accidents shall be limited to ten million rand (r10 000 000) per travel ticket debited to a valid credit card issued by firstrand bank limited (which has been specifically nominated by the bank).
- 26.1.14 the maximum accumulation of any benefits payable in respect of any one accident or series of accidents under the personal accident section shall be limited to 5 million rand (r5 000 000) per valid credit card issued by firstrand bank (which has been specifically nominated by the bank).
- 26.1.15 the benefits are summarised in the table of benefits below but these are subject to change on reasonable notice to you.

#### **26.2. medical conditions excluded under the travel policy**

- 26.2.1 pre-existing illness where you received medical advice or treatment within six (6) months prior to starting your journey.
- 26.2.2 chronic, recurring or continuing illness.
- 26.2.3 acute or chronic psychiatric, psychological or emotional conditions, suicide, self-inflicted injury, alcohol, drugs and narcotics abuse.
- 26.2.4 cardiac, cardiovascular, vascular and cerebrovascular, respiratory or cardio respiratory conditions for persons sixty-five (65) years or older.
- 26.2.5 physiotherapy and chiropractic charges over one thousand rand (r1 000), except while you are in hospital.
- 26.2.6 sexually-transmitted diseases.
- 26.2.7 human immunodeficiency virus ("hiv") and hiv-related illness including acquired immune deficiency syndrome (aids) and any derivative or variation of it, however caused.
- 26.2.8 pregnancy, childbirth, abortion, miscarriage, obstetrical procedures.

### **26.3 other travel policy exclusions**

- 26.3.1 manual work in connection with a business or trade.
- 26.3.2 if your journey is for emigration purposes.
- 26.3.3 if your loss, damage, death, injury, illness, disablement or expense is caused by:
- your participation in professional sports or as a national representative in competitive sporting activities.
  - your participation in dangerous activities, hobbies, interests or sports as set out in the travel policy.
  - war, invasion, act of foreign enemy, hostilities (whether war be declared or not), acts of terrorism, civil war, rebellion, revolution, uprising, military or usurped power, civil commotion or riot.
  - any luggage claim that has not been reported to police or transport carrier immediately and for which a written police or irregularity report has not been obtained.
  - luggage/personal effect – any single item in excess of one thousand rand (r1 000).
  - cancellation or curtailment due to weather conditions.
  - liability arising from the use or ownership of any mechanically propelled vehicle i.e. motor vehicle.
  - loss to unaccompanied luggage.
- 26.3.4 claims for treatment by homoeopaths, naturopaths, reflexologists, or any other alternative medicine.
- 26.3.5 if you incur expenses for traveling abroad to seek medical treatment.
- 26.3.6 if you incur medical expenses after completion of your journey.
- 26.3.7 please note no consequential loss cover is available under the travel policy.

- 26.3.8 flying or air travel other than on a fully licensed passenger carrying aircraft.

### **.28. moolah messaging (optional service available on the card)**

- 28.1 moolah messaging is a messaging service, which enables you to track your financial transactions on your account.
- 28.2 you will receive real-time confirmation by sms and/or e-mail of deposits into your account, electronic transfers, withdrawals and purchases, which will be sent to your nominated cellphone number or e-mail address.
- 28.3 you are responsible for ensuring that we have your correct cellphone number and/or e-mail address at all times.
- 28.4 we will not be held responsible if a sms and/or e-mail is sent to the incorrect number or address if you have not updated your records with us.
- 28.5 we cannot guarantee the accuracy or arrival time of a sms and/or e-mail, as we are dependant on external service providers who are responsible for the delivery of the information.
- 28.6 whilst we will use our best efforts to ensure the integrity and content of any sms and/or e-mail sent to you, your monthly statement will remain the sole record of your account transactions.
- 28.7 we have the right to only send you real-time confirmation by sms and/or e-mail of financial transactions on your account above a certain minimum value as determined by us from time to time.

## comprehensive global travel insurance

<b>schedule of benefits (persons up to the age of 75 (not yet 76)</b>		
<b>limit per travel ticket purchased</b>		
<b>description</b>	<b>benefit</b>	<b>excess</b>
<b>emergency medical and related expenses</b>		
emergency medical expenses – local	r 175 000	r 1 000
emergency medical expenses – international	r 10 000 000	r 2 000
war or terrorism – local	r 1 000 000	r 1 000
war or terrorism – international	r 1 000 000	r 2 000
<b>related expenses</b>		
medical transportation and repatriation	included in emergency medical expenses	
visit by a family member	included in emergency medical expenses	
return of children	included in emergency medical expenses	
return of travel companion	included in emergency medical expenses	
burial, cremation and return of mortal remains	included in emergency medical expenses	
hospital inconvenience	r 200 / day – total of r 3 000	
<b>pre-existing medical cover</b>		
pre-existing medical cover (minimum delay period – 48	r 100 000	
transportation and repatriation	included in pre-existing medical cover	
<b>emergency assistance services</b>		
medical referral	service only	
medical monitoring	service only	
emergency medicine	service only	
evacuation	included in emergency medical expenses	
repatriation	included in emergency medical expenses	
return of mortal remains	included in burial, cremation and return of mortal remains	
transmission of urgent messages	service only	
embassy referral	service only	
emergency travel and accommodation arrangements	service only	
legal assistance	included in legal expenses	
bail	service only	
return in case of death or imminent death of a close	service only	
loss of travel documents	included in loss of cash and/or travel documents	
cash advances	service only	
<b>personal accident</b>		
	<b>benefit</b>	<b>excess</b>
personal accident whilst on a public conveyance	r 750 000	
personal accident whilst not on a public conveyance	r 250 000	
personal accident as a result of acts of war or terrorism	r 250 000	
<b>cancellation and curtailment</b>		
cancellation	r 10 000	r500
curtailment	r 10 000	r500
<b>travel delay</b>		
travel delay (minimum delay period – 12 hours)	r 2 000	
<b>personal liability</b>		
hijack, hostage or wrongful detention inconvenience	r 2 500 000	
<b>benefit per day</b>		
maximum benefit	r750	
maximum benefit	r 10 000	
<b>legal expenses</b>		
	r 5 000	
<b>replacement personnel</b>		
	r 10 000	

<b>luggage</b>		
luggage	r 3 000	r 500
maximum insured value per item	r 1000	
<b>luggage delay (minimum delay period – 12 hours)</b>	r 2 000	
<b>loss of cash and / or travel documents</b>	r 1 500	r 500

the above table is merely a summary of some of the main features of the travel policy. it is your responsibility to obtain a copy of the full travel policy prior to commencing your journey. the terms, conditions and exclusions of the policy are available at [www.kulula.com](http://www.kulula.com) or you may contact the **global travel insurance helpdesk on 0861 490 100**, and they will arrange for the policy to be sent to you.

### **definitions used in this agreement**

<b>"access channel"</b>	means any form of access technology including the internet or mobile phone technologies or interactive voice response (ivr) system.	<b>"kulula"</b>	1929/001225/06, and an authorized financial services provider.
<b>"account"</b>	means the credit card account opened by us in your name or in the additional cardholder's name.		means comair limited t/a kulula.com a company registered and incorporated in south Africa and carrying on business as a domestic airline with registration number 1967/006783/06.
<b>"tenant cardholder"</b>	means any person authorised by you to be issued a tenant (supplementary) card under your responsibility.	<b>"moolah"</b>	means the points that a cardholder earns in terms of the rewards programme every time s/he makes qualifying purchase transactions.
<b>"atm"</b>	means an automated teller machine.	<b>"over indebted"</b>	means when a consumer is unable to satisfy all his obligations as required in the credit agreement in a timely manner.
<b>"attorney and own client scale"</b>	means the fees which a client agrees to pay his attorney for services rendered in respect of a legal matter .	<b>"permanently disabled"</b>	means disabled to the extent that you cannot reasonably be expected to perform your current occupation or a similar occupation following reasonable rehabilitation or training.
<b>"card"</b>	means a visa credit card or visa electron credit card that we issue to you.	<b>"pin"</b>	means the personal identification number linked to the card.
<b>"credit card"</b>	means a visa credit card or visa electron credit card that we issue to you.	<b>"purchase transaction"</b>	means the transaction amount charged by the supplier of goods or services purchased by the use of the card.
<b>"credit card scheme"</b>	means the credit card scheme operated by firststrand bank limited.	<b>"travel policy"</b>	means the travel insurance master policy issued to us, which provides for travel insurance for our cardholders.
<b>"credit provider"</b>	means the person who grants credit under a credit agreement.	<b>"usury act"</b>	means the usury act no. 73 of 1968, as amended.
<b>"common monetary area"</b>	means south africa, namibia, lesotho and swaziland.	<b>"visa"</b>	means visa international services association.
<b>"debt counselor"</b>	means a person registered in terms of the national credit act and who carefully examines a consumer's debt situation and suggests the best plan of action.	<b>"the bank, we, us, our"</b>	means firststrand bank limited, a registered bank, registration number 1929/001225/06.
<b>"debt review"</b>	means a process whereby a debt counselor reviews the collective debts owing to various credit providers in the event that the cardholder seeks assistance from the debt counselor.	<b>"you, your, i"</b>	means the cardholder to whom we have issued the card.
<b>"fnb"</b>	means first national bank, a division of firststrand bank limited.	<b>"national credit act"</b>	means the national credit act 34 of 2005.
<b>"frb"</b>	means firststrand bank limited, a registered bank, incorporated in south Africa, registration number		

**for further information on all your rights as a consumer in terms of the national credit act, please visit our website on [www.kulula.com](http://www.kulula.com) or visit the national credit regulator's website on [www.ncr.co.za](http://www.ncr.co.za)**  
**effective date: 1 june 2007 firststrand bank limited adheres to the code of banking practice and the national credit act**