

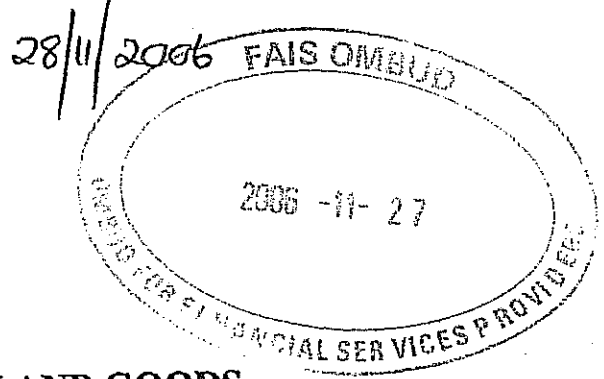
A SERIES

Foc 3087/06-07

Cell: 082-3040380

PO Box 79
Southbroom
4277

FAIS-Ombud
PO Box 74571
LYNNWOOD RIDGE
0040



Dear Mr Pillai

**CREDIT APPLICATION: LIFE POLICY AND GOODS
INSURANCE POLICY
MISS T.N. GUMEDE**

Thuli bought a small stove and a colour TV on 16th October 2006 from Barnetts Port Shepstone. The two items were marked R799 and R1999 (Total R2798.00). She came to me on 23rd October and said she is very worried about the "different prices" that is written on the so-called "Schedule to Loan Agreement". We had another problem with Barnetts (they stated they gave her the wrong TV and wanted to change it, but after I've spoken to them, they never turned up to change the "wrong TV"). I tried to speak to 3 people on the 23rd, but no one was prepared to help us. The problems I queried were the following:


- Thuli was NEVER informed that they sold her a "Goods insurance policy", a "Credit life policy" and an "extended guarantee contract". She started crying when I told her what she had signed. She said the lady never even mentioned ANY insurance to her and claimed that she is only paying for the goods.
- The loan agreement is very difficult to understand, and a smaller total was pointed out to Thuli when she queried the "Total loan amount agreement of R6243.00". The lady said it is only "sums", she must not worry about it.
- We wanted Barnetts to take the insurance and the extended guarantee off the contract, but a white man, called Rob, laughed at me over the phone and said "sorry, she signed for it, and it can not be stopped!
- Thuli were given copies of different "contracts" that weren't fully filled in.
- I tried to query the rate of 32.50%, but the two ladies I've tried to speak to said it is a fixed rate and that is that. Can the rate be that high?
- They charged her a "contract fee" of R90.00 just to puch a button on the computer!

2

Thuli will be so happy if you can speak to Barnetts and tell them that she was not under the impression that she was signing for any policies. **They tricked her into doing so.** Up until today I've tried numerous times to explain to her what she have signed for, but she still does not understand that the repayable amount for the loan is so high because they tricked her in signing for two policies of R1344.47 and an extended guarantee of ??? (I've tried to figure the amount out, but can not understand the contract myself!) If she can not understand the implications of Barnett's tricky business, how on earth could they have ended up telling her to sign for a debt of more than double the worth of the goods she had received and think that she understood them!

So sorry for my bad English, sir, but please can you help Thuli. She is working for me and get a basic pay of R300 per week and such debt is very hard on her.

Kind regards

 28/12/06
(ESTELLE VAN ZYL)

I, Ms T.N. Gumede, felt that I did not get from Barnetts Port Shepstone the deal that was very briefly explained to me. Although I spent a long time in the shop, this time was spent WAITING and not used to answer my questions. At the end I was told that the deal was approved and I was given lots of papers to sign. I did not understand the papers, but queried a few things, such as the big amount of R6243.00 that was reflected on the documents. I was very briefly told not to worry, as this are only the different calculations the shop makes to get to the end figure.

While in the shop I tried to calculate the three items I wanted to buy:

- a TV licence
- a stove
- a TV, and I could not understand that I will have to pay R270 per month (the amount seemed to high) but then the documents were given to me to sign quickly. The documents were not discussed one by one and the lady said it's just the agreement and not necessary. They were doing the documents in the office and only gave it to me quickly to sign. She only wanted my signature for finalisation. It seemed too much to me, but when I confronted the people helping me, they just said it is R270 per month TO HELP ME TO PAY THE GOODS OFF QUICKER.

When I got home with the goods, I thought maybe they made a fault. Then they phoned me to tell me they have given me the wrong TV and want to change it. Then I decided to take everything to my employer and asked her to help me. She phoned them and confronted them, but Rob said I've signed the contract and can not change anything. That is when my employer and I decided to ask for your help.

In the meantime I pay the R270 per month to stay out of trouble.

I will appreciate your kind help if you can solve this big problem for me.

Thank you very much.

NTIYA THULISIWE Gumede

T. N. Gumede

SCHEDULE TO LOAN AGREEMENT

Account No.: 189-07702-04
Registration No. 4010186660

Date: 14/10/2006
User Id: 189\PORT6

BORROWER: MS N T GUMEDE
P O BOX 33
PORT EDWARD
4295

THE LENDER: JDS TRADING (PTY) LTD
Reg. No.: 1958/003362/07
Domicilium: JD House,
Citandi et: 27 Stiemens Street
Escutandi: Braamfontein
Johannesburg, 2001
Address where Agreement concluded: BARNETTS FURNISHERS
40 NELSON MANDELA DR
PORT SHEPSTONE
Telephone No. 0396825783

Account type: 58

FINANCIAL DETAILS OF LOAN

Advanced	3128.48
Borrowers Protection Insurance	1344.47
(incl. VAT) and Life Insurance (excl. monthly premiums of 16.14 on behalf of the borrower)	
MB Structured Insurance Limited	
AMOUNT/PRINCIPAL DEBT	4472.94
Interest/Finance Charges @ 32.50 % (fixed) per annum	
Accrued and capitalised monthly advance	1668.35
Contract Balance	6141.29
Contract Fee	90.00
Vat on Contract Fee	12.60
AMOUNT LOAN AMOUNT REPAYABLE	6243.89
License	225.00
Optional Club Fee, 24 months (incl. VAT)	0.00
AMOUNT REPAYABLE INCLUSIVE OF OPTIONAL CLUB FEE	6468.89
Repayment Plan	
Total Repayable Amount plus optional club fee to be paid in consecutive monthly instalments commencing on 30/11/2006, with 3 instalments of 270.00 and one final instalment of 258.90	

Signed by the BORROWER this ___ day of ___ at

N T GUMEDE
BORROWER
32.5% Interest rate
38,383% APR

WITNESS BORROWER'S SPOUSE (If married in C.O.P.)

Additional Information
The Total Charge of Credit in terms of this Agreement consists of the following elements:
Finance Charges 1668.35
Contract fee 90.00
Vat on Contract Fee 12.60
Total Amount of Total Charges of Credit 1770.95

Signed by the LENDER this ___ day of ___ at the address of the Lender, where the Agreement was concluded.

Annual Rate for Total Charges of Credit (fixed rate) 32.50
Additional Penalty interest is payable on any amount not paid on due date at the Interest / Finance rate indicated in the Financial Details of Loan above from date of default to date of payment, calculated monthly in arrears.

WITNESS LENDER'S REPRESENTATIVE

SCHEDULE TO LOAN AGREEMENT

Page No. 2

Account No.: 189-07202-04
Registration No. 4010166660

Date: 14/10/2006
User Id: 189\PORT6

BORROWER: MS N T BUMEDE

THE LENDER:

JDB TRADING (PTY) LTD

Reg. No.: 1958/003362/07

Address and
Domicile
Citandi et
Excitandi
4295
4295

Domicile
Citandi et
Excitandi

JD House
27 Siemens Street
Braamfontein
Johannesburg, 2001

Address where
Agreement
concluded

BARNETTS FURNISHERS
40 NELSON MANDELA DR
PORT SHEPSTONE

Account type: SB

Telephone No.

0396825783

BOUND IN TERMS OF CLAUSE 7 OF THIS AGREEMENT:

	Qty	Product Code
EX-54CM MAINS TV	1	22471037
WARRANTY (22471037 - 12)	1	90009254
MIC MINT OVEN	1	15716016

N.T.

PARTIES TO THIS AGREEMENT MUST INITIAL THIS PAGE

CREDIT LIFE POLICY

P.C. Z1900550

1. PRE-AMBLE

INSURER: RMB Structured Life Limited

INSURED:

Mrs Atiny Tullisane Luncax

DATE ISSUED:

14-10-2006

AGREEMENT NO:

189-67202-04

In consideration for the payment of the Premium stipulated in 4 and subject to the provisions of this Policy, the Insurer hereby agrees to pay the benefits stipulated in 3 to the Insured in the event of the happening of the Insured Events stipulated in 2.

2. INSURED EVENTS

- 2.1. The Accidental death of the Insured;
- 2.2. Permanent Disability of the Insured caused by Accident;
- 2.3. Temporary Disablement of the Insured caused by Accident, and
- 2.4. The Retrenchment of the Insured.

3. BENEFITS AND LIMIT OF INDEMNITY

- 3.1. On the Accidental death of the Insured, payment of the Balance of Indebtedness in terms of the Agreement as at the date of the happening of the Insured Event;
- 3.2. On Permanent Disability of the Insured, payment of the Balance of Indebtedness in terms of the Agreement as at the date of the happening of the Insured Event;
- 3.3. On Temporary Disablement of the Insured, payment of the monthly instalments due in terms of the Agreement whilst temporarily disabled, with a maximum of 3 (three) monthly instalments; and
- 3.4. On Retrenchment of the Insured, the Insurer will pay the monthly instalment due in terms of the Agreement on a monthly basis upon receipt of proof to the Insurer's satisfaction that the Insured is still unemployed, until the Insured is employed again or until the full Balance of Indebtedness is settled, whichever event occurs first.

4. PERIOD OF INSURANCE AND PREMIUM PAYMENT

- 4.1. The period of insurance is 1 (one) month, incepting on the inception date of the Agreement;
- 4.2. The monthly Premium payable by the Insured is calculated as set out in the Agreement;
- 4.3. Upon receipt of the Premium, monthly Policies for the term of the Agreement shall be issued, provided that the operation thereof will be suspended and it shall only come into operation on a monthly basis on the same day of each month as the inception date, in the event that:
 - 4.3.1. no proceedings to liquidate JDG Trading (finally or provisionally) or to place it under judicial management or curatorship has commenced;
 - 4.3.2. the Insured has complied with all his/her obligations under the Agreement. Provided that, in the event of the Insured paying up all obligations which were in arrears, the Policy shall be automatically reinstated on the date of such payment; and
 - 4.3.3. the Premium has already been paid to the Insurer.
- 4.4. Advance payment of monthly Premium:
 - 4.4.1. It is recorded that JDG Trading advanced monthly Premiums for the full term of the Agreement to the Insured and paid it to the Insurer on behalf of the Insured on the inception date of the Agreement;
 - 4.4.2. in the event of the conditions contemplated in 4.3 not being fulfilled, the Policies paid in advance in terms of 4.4.1 shall not come into operation and the Insured shall be entitled to a refund of all Premiums paid in respect of Policies which shall not come into operation; and
 - 4.4.3. to the extent that the Insured has not already ceded to JDG Trading his/her right to refund Premium referred to in 4.4.2, as security for the amounts advanced to the Insured by JDG Trading as stated in 4.4.1, the Insured hereby cedes such right to JDG Trading.

5. DEFINITIONS, CONDITIONS AND EXCLUSIONS

This Insurance is subject to the definitions, conditions and exclusions printed on the reverse hereof.

Signed on behalf of RMB Structured Life Limited.

G. Arroyo

GUSTAVO ARROYO

4th Floor, 2 Merchant Place, 1 Fredman Drive, Sandton, 2196
P.O. Box 652659, Benmore, 2010

Renee Griessel

RENEE GRIESSEL

DEFINITIONS

In this Policy:

- 6.1. "Accidental/Accident" shall mean an event caused by sudden, violent and external means.
- 6.2. "Agreement" shall mean the Agreement entered into between JDG Trading and the Insured in terms of which the Insured purchased the Goods from JDG Trading, or the loan Agreement entered into between JDG Trading and the Insured.
- 6.3. "Balance of Indebtedness" shall mean such balance owed by the Insured to JDG Trading under the Agreement as at the date of the Insured Event.
- 6.4. "Employment" shall mean a position or job held by the Insured on a permanent basis for which he/she receives remuneration as defined in the Basic Conditions of Employment Act No 75 of 1997.
- 6.5. "Insured Event" shall mean the events contemplated in 2.
- 6.6. "Insured" shall mean the Insured identified in 1.
- 6.7. "Insurer" shall mean RMB Structured Life Limited, a public company duly licenced and registered as an Insurer in the Republic of South Africa with Registration Number 2002/013263/06.
- 6.8. "JDG Trading" shall mean JDG Trading (Proprietary) Limited, a private company duly incorporated in the Republic of South Africa with Registration Number 1958/003362/07, trading as Bradlows, Russells, Joshua Doorn, Giddes Electrical Express, Price 'n Pride, HI Finance, Barnette and Morkels.
- 6.9. "Permanently Disabled" shall be where the Insured has through Accident, become totally and permanently incapable of following his/her normal occupation or any other occupation for which he/she is reasonably suited by knowledge, training and experience.
- 6.10. "Premium" shall mean the consideration payable by the Insured to the Insurer in return for the cover granted in terms of this Policy, and shall include amounts paid in advance on account of Premium that will be due on fulfilment of the above-mentioned conditions referred to in 4.3.
- 6.11. "Retrenchment" shall mean the dismissal of the Insured from his/her employment based on operational requirements such as economical, technical, structural or similar requirements.
- 6.12. "Temporary Disablement" shall mean the inability to follow the usual occupation or any occupation for which the Insured is fitted by knowledge or training for a period exceeding 1 (one) month but not exceeding a maximum period of 12 (twelve) months.

CONDITIONS

- 7.1. Compliance with all the conditions of this Policy shall be a condition precedent to the enforcement of any benefits hereunder by the Insured.
- 7.2. Misrepresentation, mis-description or non-disclosure in any material respect upon application for this insurance shall render voidable the particular item of the Policy affected by such misrepresentation, mis-description or non-disclosure.
- 7.3. If at the time of any event giving rise to a claim under this Policy, another insurance exists covering the Insured against the Insured Events, the Insurer shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event.
- 7.4. The Insured shall not be entitled by reason of the existence of this Policy, or having instituted action against the Insurer, to withhold any payment due to JDG Trading in respect of the Agreement or to refuse to comply with any of its terms and conditions.
- 7.5. On the happening of any Insured Event which may result in a claim under this Policy, the Insured shall, at his/her own expenses;

7.5.1. give notice thereof to JDG Trading as soon as reasonably possible, and provide particulars of any other insurance covering such events as are hereby insured; and

7.5.2. within 14 (fourteen) days after the happening of the Insured Event, submit to JDG Trading full details in writing of any claim.

7.6. A claim in respect of Retrenchment must be accompanied by a certificate issued by the Insured's previous employer in terms of the Basic Conditions of Employment Act No 75 of 1997, as amended, a certified copy of the Insured's identification document and the latest monthly statement issued in terms of the Agreement. JDG Trading shall be entitled to investigate the circumstances of the Insured's Retrenchment and in this regard to contact any employer.

7.7. No claim shall be payable after the expiry of 6 (six) months from the happening of any Insured Event unless the claim is the subject of pending legal action.

7.8. In the event of a claim being rejected and legal action not being commenced within 6 (six) months after such rejection, all benefits afforded under this Policy in respect of any such claim shall be forfeited.

7.9. Non-compliance with the notice periods in this Policy shall result in a forfeiture of the benefits in terms hereof.

7.10. All rights under this Policy which have already accrued shall cease in the event of cancellation of the Agreement.

7.11. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf or with his/her knowledge or consent to obtain any benefit under this Policy, or if any Insured Event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

7.12. Unless otherwise provided, nothing in this Policy shall confer any rights upon any person other than the Insured.

8. EXCLUSIONS: ACCIDENTAL DEATH AND DISABLEMENT

In no case will the benefits under this Policy be applicable in respect of Accidental Death, Permanent or Temporary Disablement arising directly or indirectly from:

- 8.1. the Insured being affected temporarily or otherwise by alcohol, drug intake or insanity;
- 8.2. the Insured committing any breach of law or committing or attempting to commit suicide or wilful self injury;
- 8.3. war, invasion, riot, civil commotion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), nuclear fission, civil war, rebellion, revolution, insurrection, military or usurped power;

8.4. the Insured engaging in aerial activity other than as a fare paying passenger (e.g. parachuting or hanggliding), the Insured engaging in or taking part in mountaineering necessitating the use of ropes, winter sports, big game hunting, riding or driving of any kind of race or while practicing therefore; and

8.5. any bodily injury or sickness which has its origin prior to the Insured Event.

9. EXCLUSIONS

In the event of Retrenchment, the Insured is not covered in terms of this Policy if:

- 9.1. the Insured Event happens within 3 (three) months of inception of this Policy; or
- 9.2. the Insured has tendered his/her own resignation in respect of the Employment; or
- 9.3. the Insured lost his Employment through his/her own wilful or unlawful behaviour; or
- 9.4. if the Insured loses his/her job or Employment by reason of any breach of law or committing a criminal offence.

GOODS INSURANCE POLICY

P.C. Z1900550

1. PRE-AMBLE

INSURER: RMB Structured Insurance Limited

INSURED: Msse Tuisiwe Ntsoya Lumed

DATE ISSUED: 27-10-2006 AGREEMENT NO: 189-07207-4

In consideration for the payment of the Premium stipulated in 4 and subject to the provisions of this Policy, the Insurer hereby agrees to pay the benefits stipulated in 3 to the Insured in the event of the happening of the Insured Events stipulated in 2.

INSURED EVENTS

The Accidental loss of, damage to or theft of the Goods

BENEFITS AND LIMIT OF INDEMNITY

On the Accidental loss of, damage to or theft of the Goods, the replacement of the Goods with the same or similar items, provided that the Insured shall not be liable for more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as a part of such pair, set or collection.

PERIOD OF INSURANCE AND PREMIUM PAYMENT

- 4.1. The period of insurance is 1 (one) month, incepting on the inception date of the Agreement;
- 4.2. The monthly Premium payable by the Insured is calculated as set out in the Agreement;
- 4.3. Upon receipt of the Premium, monthly Policies for the term of the Agreement shall be issued, provided that the operation thereof will be suspended and it shall only come into operation on a monthly basis, on the same day of each month as the inception date, in the event that:
 - 4.3.1. no proceedings to liquidate JDG Trading (finally or provisionally) or to place it under judicial management or curatorship has commenced;
 - 4.3.2. the Insured has complied with all his/her obligations under the Agreement. Provided that, in the event of the Insured paying up all obligations which were in arrears, the Policy shall be automatically reinstated on the date of such payment; and
 - 4.3.3. the Premium has already been paid to the Insured;
- 4.4. Advance payment of monthly Premium:
 - 4.4.1. it is recorded that JDG Trading advanced monthly Premiums for the full term of the Agreement to the Insured and paid it to the Insurer on behalf of the Insured on the inception date of the Agreement;
 - 4.4.2. in the event of the conditions contemplated in 4.3 not being fulfilled, the Policies paid in advance in terms of 4.4.1 shall not come into operation and the Insured shall be entitled to a refund of all Premiums paid in respect of Policies which shall not come into operation; and
 - 4.4.3. to the extent that the Insured has not already ceded to JDG Trading his/her right to refund Premium referred to in 4.4.2, as security for the amounts advanced to the Insured by JDG Trading as stated in 4.4.1, the Insured hereby cedes such right to JDG Trading.

DEFINITIONS, CONDITIONS AND EXCLUSIONS

This insurance is subject to the definitions, conditions and exclusions printed on the reverse hereof.

igned on behalf of RMB Structured Insurance Limited

S. Arroyo

Renee Griessel

USTAVO ARROYO
1 Floor, 2 Merchant Place, 1 Fredman Drive, Sandton, 2196
O. Box 652659, Benmore, 2010

RENEE GRIESSEL

DEFINITIONS

In this Policy:

- 6.1. "Accidental/Accident" shall mean an event caused by sudden, violent and external means.
- 6.2. "Agreement" shall mean the Agreement entered into between JDG Trading and the Insured in terms of which the Insured purchased the Goods from JDG Trading, or the loan Agreement entered into between JDG Trading and the Insured.
- 6.3. "Goods" shall mean the Goods purchased from or pledged to JDG Trading in terms of the Agreement, but excluding any item given by any JDG Trading to the Insured for no consideration or for a consideration less than its market value on date of purchase.
- 6.4. "Insured Event" shall mean the events contemplated in 2.
- 6.5. "Insured" shall mean the Insured identified in 1.
- 6.6. "Insurer" shall mean RMB Structured Insurance Limited, a public company duly licenced and registered as an Insurer in the Republic of South Africa with Registration Number 1952/000436/06.
- 6.7. "JDG Trading" shall mean JDG Trading (Proprietary) Limited, a private company duly incorporated in the Republic of South Africa with Registration Number 1958/003382/07, trading as Bradlows, Russells, Joshua Doore, Giddles Electric Express, Price 'n' Pride, Hi Finance, Barnetts and Morkels.
- 6.8. "Premium" shall mean the consideration payable by the Insured to the Insurer in return for the cover granted in terms of this Policy, and shall include amounts paid in advance on account of Premium that will be due on fulfillment of the suspensive conditions referred to in 2.3.
- 6.9. "Theft" shall mean Theft of the Goods where forced entry is involved.

CONDITIONS

- 7.1. Compliance with all the conditions of this Policy shall be a condition precedent to the enforcement of any benefit payable by the Insured.
- 7.2. Misrepresentation, mis-description or non-disclosure in any material respect upon application for this insurance shall render voidable the particular item of the Policy affected by such misrepresentation, mis-description or non-disclosure.
- 7.3. The Insured shall not be entitled by reason of the existence of this Policy, or having instituted action against the Insurer, to withhold any payment due to JDG Trading in respect of the Agreement or to refuse to comply with any of its terms and conditions.
- 7.4. On the happening of any Insured Event which may result in a claim under this Policy, the Insured shall, at his/her own expenses:
- 7.4.1. give notice thereof to JDG Trading as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby insured;
- 7.4.2. as soon as practical after the Insured Event, inform the police of any claim involving Theft of the Goods and take all practical steps to discover the guilty party and to recover the stolen Goods; and
- 7.4.3. within 14 (fourteen) days after the happening of the Insured Event, submit to JDG Trading full details in writing of any claim.
- 7.5. No claim shall be payable after the expiry of 6 (six) months from the happening of any Insured Event unless the claim is the subject of pending legal action.
- 7.6. In the event of a claim being rejected and legal action not being commenced within 6 (six) months after such rejection, all benefits afforded under this Policy in respect of any such claim shall be forfeited.
- 7.7. Non-compliance with the notice periods in this Policy shall result in a forfeiture of the benefits in terms hereof.
- 7.8. All rights under this Policy which have already accrued shall cease in the event of cancellation of the Agreement.
- 7.9. If, after the meeting or payment of the claim in terms of this Policy in respect of lost or stolen Goods, the Goods or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such Goods if called upon to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay/return to the Insurer, all amounts paid or Goods replaced in terms of this Policy.

7.10. On the happening of any Insured Event in respect of which a claim is or may be made under this Policy, the Insurer and every person authorised by it may without thereby incurring any liability and without diminishing the rights of the Insurer to rely upon any conditions of this Policy:

7.10.2. take over and conduct in the name of the Insured the defence or settlement of a claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer; and

7.10.3. the Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

7.11. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf or with his/her knowledge or consent to obtain any benefit under this Policy, or if any Insured Event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

7.12. Unless otherwise provided, nothing in this Policy shall confer any rights upon any person other than the Insured.

8. EXCLUSIONS: LOSS, DAMAGE OR THEFT

In no case will the benefits under this Policy be applicable in respect of loss, damage or Theft arising directly or indirectly from:

- 8.1. civil commotion, labour disturbances, riot, strike or lock-out;
- 8.2. war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war;
- 8.3. mutiny military, rioting military or usurped power, martial law, state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
- 8.4. insurrection, rebellion or revolution;
- 8.5. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State, Government, local or tribal authority with force or by any means of fear, terrorism or violence;
- 8.6. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social, economic, industrial, or in protest against any State, Government, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- 8.7. an attempt to perform any Act referred to in clause 8.1 to 8.6 above.
- 8.8. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 8.1 to 8.6 above, the burden of proof shall rest on the Insured;
- 8.9. loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 85 of 1976);
- 8.10. consequential loss of any description;
- 8.11. Theft from any premises unless such Theft is accompanied by forcible violent entry to or exit from such premises;
- 8.12. Theft from any unattended vehicle unless:
- 8.12.1. the property is contained in a completely closed and securely locked portion of the vehicle so as to be out of sight of any visual inspection from outside the vehicle; or
- 8.12.2. the vehicle is locked and housed in a securely locked building of substantial construction.
- 8.13. loss or damage arising from inherent vice, wear and tear, gradual deterioration, rust, depreciation, moths, vermin, any process of cleaning, dyeing, bleaching, altering, repairing, restoring, action, light or atmospheric condition or other gradually operating causes;
- 8.14. loss of or damage to property arising from its own mechanical or electrical breakdown;
- 8.15. breakage of articles of a brittle or fragile nature not due to fire, Theft, explosion, earthquake, flood or accident to any conveyance;
- 8.16. loss of or damage to sporting equipment whilst in course of play;
- 8.17. denting, chipping, scratching or cracking; and
- 8.18. confiscation, detention, requisition or nationalisation whether by customs or other authority.

A9

NAME

AGREEMENT / ACCOUNT NUMBER

EXTENDED GUARANTEE CONTRACT

Agreement entered between:

Empty box for agreement details.

(Full names and surname) (hereinafter called "the Purchaser")

and

(Residential Address - domicilium citandi)

This Extended Guarantee Contract, between the Seller and the Purchaser, is subject to the terms and conditions on the reverse hereof and is in respect of the product or products referred to below and in the relevant sale agreement transaction, bearing the same agreement / account number as this agreement.

THE PRODUCTS

Table with columns: ITEM I.D., BRAND (where applicable), DESCRIPTION, EGP START DATE DD/MM/YYYY, EGP END DATE DD/MM/YYYY. Includes handwritten entries and a large bracket.

The purchaser warrants that the product/s will not be used other than for domestic purposes. Subject to the terms and conditions on the reverse side hereof the seller or its duly appointed agents will provide maintenance service in respect of the product/s. Such service shall, in the event of the product/s being repaired at the time of such service in an area being serviced by the seller or its agents, cover the attendance to and correction of faults arising in the product/s and shall include the costs of spare parts, labour, travel and transportation within 30 km of the seller's address.

In the event, however, of the product/s not being situated in an area serviced by the seller or its agents at the time of such service, such service shall include only the costs of spare parts and labour, the onus being on the purchaser to deliver the product/s to, and collect it/them from the seller's service depot at the address indicated under at the purchaser's risk. The seller shall only be responsible for the product/s functioning correctly at its service depot and shall not be responsible in any way for faulty functioning at the purchaser's address, not arising from faulty parts in the product.

THIS DONE AND SIGNED BY THE PURCHASER AT (Full Address where Agreement Signed) ON THE 14 DAY OF October 2006 PURCHASER'S SIGNATURE PURCHASER'S SPOUSE (if married in community of property) NAME OF WITNESS SIGNATURE

THIS DONE AND SIGNED BY THE SELLER AT THE SELLER'S ADDRESS WHERE THIS AGREEMENT WAS CONCLUDED, AS SHOWN ON THE SCHEDULE TO THIS AGREEMENT ON TO WHICH THIS CONTRACT REFERS AND WHICH BEARS THE SAME NUMBER AS THIS CONTRACT. 14 DAY OF October 2006 NAME OF SELLER/S REPRESENTATIVE SIGNATURE NAME OF WITNESS SIGNATURE

TERMS AND CONDITIONS OF EXTENDED GUARANTEE CONTRACT**1. EFFECTIVE DATE**

The effective date of this Extended Guarantee Contract shall be -

1.1 In the case of a new product the first day after expiry of the manufacturer's guarantee;

or

1.2 In the case that this Extended Guarantee Contract is in renewal or substitution of an existing Extended Guarantee Contract with the seller, the first day following the date of expiry of that Extended Guarantee Contract;

or

In any other case the date of the last signature of the Extended Guarantee Contract.

2. MAINTENANCE

The seller undertakes to maintain the product in good order

2.1 at its workshop or in its sole discretion at the address of the purchaser;

2.2 by supplying the necessary labour and materials necessary to keep the product in good working order;

2.3 when reasonably required by the purchaser during normal business hours Mondays to Fridays from 8 am to 5 pm.

3. FEE AND PAYMENT

3.1 The fee set out in the Schedule of the relevant Sale agreement between the purchaser and the seller, is payable either:

3.1.1 in cash on signature of this agreement in which event the fee for the whole period of this agreement shall be paid on signature;

or

3.1.2 in instalments, running concurrently with the purchaser's instalment sale agreement in respect of the product and the Extended Guarantee.

3.2 In the event of any instalment payable in terms of the relevant Instalment Sale Agreement or Loan Agreement between the purchaser and the seller remaining unpaid by the purchaser for a period of 30(thirty) days from due date of payment of the instalment, this Extended Guarantee shall lapse until such time that all overdue instalments have been paid in full.

4. EXCLUSIONS

The seller

4.1 shall not be obliged to maintain the products if they are relocated to an address other than that stated on the relevant sale agreement between the purchaser and the seller if that other address is outside the seller's service area. In such event, the purchaser shall forward the product to the seller at his sole risk and cost.

4.2 accepts no responsibility (and shall have the right to terminate this agreement) if the products are repaired, interfered with or maintained by any person other than the authorised representative of the seller.

4.3 will not be responsible for any delay in maintaining the products, caused by strike, civil commotion, act of God or circumstances beyond the control of the seller. The seller accepts no responsibility for any damage whether direct or consequential, howsoever arising.

4.4 accepts no responsibility for faults arising from maltreatment, neglect, misuse, connection to an incorrect voltage supply, accidental damage, poor reception due to location, transmission faults, or incorrect aerial installation, work performed by an unauthorised person, damage caused by fire, burglary, theft, riot or forces of nature, acts of God, storm, tempest, flood, earthquake or lightning.

4.5 notwithstanding anything to the contrary contained in this agreement, shall not be liable for any loss or damage, direct or consequential, caused by or arising out of malfunction of the product, delay on the part of the seller in maintaining the product or any other cause whatsoever, whether or not such loss is caused by or arises out of any fault or negligence on the part of the seller, its employees or representatives.

4.6 The seller shall not be obliged to maintain or repair any product where the maintenance or repair is necessitated as a result of an accident, negligent, misuse of normal wear and tear.

5. UNDERTAKINGS BY THE PURCHASER

The purchaser undertakes not to:

5.1 tamper, interfere with or repair the product or any component part thereof or permit any person other than the seller or his duly authorised representatives to do so.

5.2 install any appurtenance or accessories whatsoever to the product unless such appurtenance or accessories are installed by a duly authorised representative of the seller.

6. ADDITIONAL MAINTENANCE

Any maintenance or repair required by the purchaser, additional to the maintenance provided for in this agreement in respect of malfunction or repair occasioned or necessitated by negligent, misuse or normal wear and tear shall be provided by the seller at an additional agreed fee.

7. CESSION

The purchaser shall not be entitled to cede, assign or transfer any of his rights or obligations in terms of this agreement without the written consent of the seller.

STATUTORY NOTICE TO SHORT-TERM AND LONG-TERM INSURANCE POLICYHOLDERS**IMPORTANT - PLEASE READ CAREFULLY THE DISCLOSURE AND OTHER LEGAL REQUIREMENTS**

P.C. Z1800550/559

(This notice does not form part of the Insurance Contract or any other document)

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

About the intermediary (insurance broker)

- a) Name, physical address, postal address and telephone number;
- b) Legal status and any interest in the Insurer;
- c) Whether or not in possession of professional indemnity insurance;
- d) Details of how to institute a claim;
- e) Rand amount of fees and commissions payable; and
- f) Written mandate to act on behalf of Insurer.

About the Insurer

- a) Name, physical address, postal address and telephone number;
- b) Telephone number of compliance department of the Insurer;
- c) Details of how to institute a claim and/or complaint;
- d) Type of Policy involved;
- e) Extent of Premium obligations you assume as policyholder; and
- f) Manner of payment of Premium, due date of Premiums and consequences of non-payment.

Other matters of importance

- a) You must be informed of any material changes to the information referred to in paragraphs 1 and 2;
- b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 (thirty) days;
- c) If any complaint to the intermediary or Insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term or Long-term Insurance;
- d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim;
- e) If Premium is paid by debit order:
 - i) it may only be in favour of one person and may not be transferred without your approval; and
 - ii) the Insurer must inform you at least 30 (thirty) days before the cancellation thereof, in writing, of its intention to cancel such debit order;
- f) The Insurer and not the intermediary must give reasons for repudiating your claim;
- g) Your Insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you; and
- h) You are entitled to a copy of the Policy free of charge.

Warning

- a) Do not sign any blank or partially completed application forms;
- b) Complete all forms in ink;
- c) Keep all documents handed to you;
- d) Make note as to what is said to you;
- e) Do not be pressurised to buy the product; and
- f) Incorrect or non-disclosure by you of relevant facts may influence an Insurer on any claims arising from your contract of insurance.

Particulars of the Ombudsmen who is available to advise you in the event of claim problems which are not satisfactorily resolved by the insurance intermediary and/or the Insurer.

Short-term Insurance
 P.O. Box 30619
 Braamfontein
 2017
 Telephone: (011) 726-8900
 Facsimile: (011) 726-5501
 E-mail: info@osti.co.za

Long-term Insurance
 P.O. Box 45007
 Claremont
 7735
 Telephone: (021) 674-0330
 Facsimile: (021) 674-0951
 E-mail: ombud@mweb.co.za

Particulars of Registrar

Financial Services Board
 P.O. Box 35655
 Menlo Park
 0102
 Telephone: (012) 428-8000
 Facsimile: (012) 347-0221
 E-mail: info@fsb.co.za

(You may be required to sign a copy of this document)

I hereby acknowledge receipt of this notice

Signature: X Full Names: Tulwane Moya M. M. M.Date: 14-10-2006

A12

DISCLOSURE IN TERMS OF THE POLICYHOLDER PROTECTION RULES 2001 (Long-term and Short-term Insurance)

1) Policies:

a)	Credit Life Policy	Class:
b)	Goods Insurance Policy	a) Life, Disability, Retrenchment
c)	Cellular Phone Protection Insurance Policy	b) Property
		c) Property

2) Insurers:

RMB Structured Life Limited, Registration Number: 2002/013263/06, in respect of the Credit Life Policy.
 RMB Structured Insurance Limited, Registration Number: 1952/000436/06, in respect of the Goods and Call Phone Protection Insurance Policies.

Postal Address: P.O. Box 652659, Benmore, 2010
 Physical Address: 4th Floor, 2 Merchant Place, 1 Fredman Drive, Sandton, 2196
 Telephone: (011) 685-7600
 Facsimile: (011) 784-9858

Compliance Officer: Mrs D Larnder
 Telephone: (011) 685-7600
 Facsimile: (011) 784-9858
 E-mail: debbie.larnder@rmbpsi.co.za

3) Intermediary:

Appointed by both RMB Structured Life Limited and RMB Structured Insurance Limited in terms of a written agreement: JDG Trading (Proprietary) Limited trading as Bradlows, Russells, Joshua Doore, Giddies Electric Express, Price 'n Pride, Hi Finance, Barnetts and Morkels situated at:

- a) the trading premises of any of the abovementioned JDG Trading (Proprietary) Limited stores in the Republic of South Africa; or
 b) the head office of JDG Trading (Proprietary) Limited:

Postal Address: P.O. Box 4208, Johannesburg, 2000
 Physical Address: 11th Floor, JD House, 27 Stiemans Street, Braamfontein, 2001
 Telephone: (011) 408-0408
 Facsimile: (011) 408-0604
 E-mail: info@jdg.co.za

The intermediary has no direct or indirect shareholding in the Insurers' share capital. It exclusively acts for the Insurers stated in 2 above. It is not an associated company of the Insurers. The intermediary has professional indemnity insurance.

Commission payable to intermediary:
 by RMB Structured Life Limited: maximum 7,5 % (seven comma five percentum) of Premium,
 by RMB Structured Insurance Limited: maximum 20 % (twenty percentum) of Premium.

Claims:

Claims to be submitted to the intermediary within 14 (fourteen) days after the happening of the Insured Event for the attention of the Claims Officer.
 Claims maybe submitted at any of the addresses stipulated in 3 above.
 No claim shall be payable after the expiry of 6 (six) months from the happening of the Insured Event.

PLEASE REFER TO THE POLICY DOCUMENT FOR THE FULL PROCEDURE AND TIME PERIODS APPLICABLE TO THE SUBMISSION OF CLAIMS.

Complaints:


Any complaints are to be addressed in writing to the Compliance Officer (see details in 2 above).

Monetary obligations:

The Policy includes information regarding Premium payable, the manner of payment of Premium, the due date of Premiums and the consequences of non-payment in clause 4 thereof.

Your Policy includes a period of grace for the payment of Premiums of 15 (fifteen) days after the relevant due date for payment of the Premium.

I hereby acknowledge receipt of a copy of this document:

Signature: Full Names: Thysa TredouxDate: 14-10-2006

A13

For URGENT attention of Mr Davidson as requested

FAX

To: FAIS Ombud
Fax: 012-3483447

For attention: Mr David Davidson

From: Ms TN Gumedede
Tel/fax 039-3166605
Cell: 082-3040380

Dear Mr Davidson

JD TRADING/TN GUMEDE

The telephone conversation earlier today refers.

Due to the fact that Mr De Klerk of JD Trading promised us on 15 August 07 that he will give a certain Carol at telephone number 011-4080829 the instruction to give me once and for all:

- a copy of the Loan Agreement and
- a full break-up of the settlement amount (to show us the actual calculations of how he came to the final amount of R540.42 credit for financial costs),

I still feel that he did not keep his promise and, therefore, I hereby wish to request you to please take the matter further. I still do not trust JD Trading, because we (my employer and I) tried almost a year to negotiate with them and now I feel that it is impossible for us to get to any agreement with them. JD Trading (particularly Mr De Klerk) did once again not keep his promise!

As I don't think the settlement amount is correct, I would like it if you can please take the matter further.

Kind regards,

Ms TN GUMEDE 

10/9/07

A14

FAKS

Aan: Barnettts
Faksno: 011-4032067
Tel: 011-4080408/4080830

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Vir aandag: Mnr Johan Kok

Van: E.C. van Zyl nms T.N. Gumede
Faksno: 039-3166605 (Vra asb vir fakslyn om geaktiveer te word)
Sel: 082-3040380

Beste Mnr Kok


**OOREENKOMS TUSSEN BARNETTS EN ME T.N.
GUMEDE**

Ons menige skrywes en ander kommunikasie betreffende bogenoemde aangeleentheid aan Mnr Toy de Klerk verwys.

Aangesien Mnr De Klerk tot hede nie op enige van ons skrywes van 27 Februarie 2007 geantwoord het nie, wend ek my nou na u. **Ons wag steeds vir 'n afskrif van "n ooreenkoms" asook vir die aflosbedrag!** Hy skakel my elkekeer om die firma se saak te stel en daarby bly dit. So word Me Gumede dan elke keer ook gedreig dat dat sy aangegee sal word as iemand wat nie kredietwaardig is nie. Sy het tot hede geen paalement oorgeslaan nie.

Ek kan net meld dat ek, vandat ek agtergekom het dat Mnr De Klerk sedert verlede jaar (November 2006) tot hede NOG NOOIT 'N WERKBARE OPLOSSING VIR DIE PROBLEEM KON VOORHOU NIE, ek sekere gesprekke met hom op band opgeneem het, **oa 'n gesprek waarin hy vir my onomwonde sê dat "...Me Gumede nie nodig het om 'n afskrif van die Leningsooreenkoms in haar besit te hê nie"**, asook 'n gesprek waarin hy verwys na **"die Huurkoop..." in plaas van Die Leningsooreenkoms**, waarin hy my doelbewus om die bos probeer lei het betreffende die tipe kontrak ter sprake. Ek maak die stelling dat daar nie so 'n getekende ooreenkoms bestaan nie, aangesien Port Shepstone dit so aan ons oorgedra het. Volgens my bestaan daar dus nie 'n wettige kontrak nie.

104


N. Gumede

2

4

Ek is sieklik en kan nie verdere aandag aan die probleem gee nie en was die afgelope maande kort-kort in die hospitaal. Ek sal so bly wees indien ek Thuli Gumede se probleem opgelos kan kry voordat daar iets met my moet gebeur.

KAN U ASSEBLIEF NOU AAN ONS DIE AFLOSBEDRAG
VERSKAF. EK SAL SORG DAT DIT BETAAL WORD EN DIE
AANGELEENTHEID DAN TOTAAL AS AFGEHANDEL BESKOU.

U dringende hulp in hierdie verband sal waardeer word.

Vriendelike groete


8/8/2007
(ESTELLE VAN ZYL)

FROM : J&E VAN ZYL

PHONE NO. : 039 3166605

Sep. 10 2007 10:47AM P8

RECEIVED

2007-09-10 10:47:10
Company Registration No: 255743111
J&E VAN ZYL
FOUNTAINBURY
RECEIVED BY : SCOLE

5

Date : 10/09/2007
Received From : 189-07202
N. F. VAN ZYL
4255

P.O. BOX 33
FONT EDWARD
4255

SUB AMOUNT
04 CASH -2154.50
TOTAL : -2154.50

ACCOUNT NO	BALANCE	DEBIT
189-07202-01	0.00	0.00
189-07202-02	0.00	0.00
189-07202-03	0.00	0.00
189-07202-04	1834.39	0.00

BALANCE : 1834.39 0.00
BALANCE :

RECEIVED BY : DIRECTOR MANAGER

Br. 189-07202-04

A17



5

JD House 27 Stiens Street
Braamfontein 2001

PO Box 4208 Johannesburg 2000
Tel +27 11 408 0408 Fax +27 11 408 0729

www.jdg.co.za

Ms. Estelle van Zyl / TN Gumede
Fax-no.: 039 316 6605

17 August 2007

Dear Estelle,

BARNETTS / ME. TN GUMEDE

As discussed with Mr. Toy de Klerk, the balance of R2 154.00 must be paid to settle this account. We will then process a rebate on this account for the difference between the balance and your payment of R2 154.00. Once this is done, this account will have a nil balance.

The rebate that we will pass on this account is made up as follows:

Insurance:	R1 344.47
Finance Charges:	R 540.42
Total Rebate:	<u>R1 884.89</u>

Kind Regards,

Pat Kimminee
Chief Executive

cc. Barnetts – Port Shepstone
Giep Beukman – General Manager

Mr. van Zyl
Postbus 79
South Broom
4277.

ACCOUNT ENQUIRY

ENTER CHOICE (Fn, Dn, Sn, C)

Acc No 189-07202-04

Name MS NTTYA THULISIWE GUMEDE

Bal Bfwd 4038.89 This Mnth -4038.89 Balance 0.00

No	Date	Tran Type	Doc No	Debit	Credit	Balance
13	17/08/2007	HO TRANSACTION REB119	189	0.00	-540.42	-0.50
14	17/08/2007	HO TRANSACTION SL1	189	0.50	0.00	0.00

5

Page No 2 Last Page No 2 No Trans 14

ACCOUNT ENQUIRY

PRESS RETURN TO CONTINUE

Frontier (A A)

Acc No 189-07202-04 Fin Chg 20.00
 Name MS NTIYA THULSIWE GUMDE Inv N 1) 11514
 Salesman VIRGINIA CHILTZA NP=N/A
 Collector ISHANA RAMNARAIN P O BOX 33
 Home Phone 0767507845 PORT EDWARD
 Work Phone 039-3166605 G/M 4295

Statement ?
 Interest ?
 Freeze Acc
 Club Flag - Old
 Club Flag New
 Club Label
 Area 006

Reference
 Bal Bfwd 4038.89 This Mnth -4038.89
 Tot Deposit 0.00

Balance 0.00
 Fin Rebate 540.38
 Ins Rebate 896.31

Terms 24 Srd Inst 270.00
 Rem Terms 16 Fin Inst 258.89
 Closing Arrears 0.00 Open Arrears 0.00

Settlement -1436.69

First Pdate 30/11/2006
 Arrear Int 0.00
 Curr Interest 0.00
 Arrears 0.00
 Now Due -3768.89

LAST PAID
 Date 17/08/2007
 Amount 0.50
 TOTAL PAID -6468.89

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ACCOUNT ENQUIRY

PRESS RETURN TO CONTINUE

Frontier (A A)

AcType SB Acc No 189-07202-04 Name MS NTIYA THULISWE GUMEDE

Addr Line 1 P O BOX 33
Addr Line 2 189-07202
Addr Line 3 4295

Cash Price	2779.88
Insurance	1344.47
R/D Cheques	0.00
Pin Chgs	1668.35
Stamps	0.00
Club Fee	0.00
Club/Contract Fee	102.60
Del Chgs	348.60
Discount	0.00
Aircar Int	0.00
Admin	0.00
Repo Goods Value	0.00
Bad Debt	0.00
Other Chgs	0.00
TV License	225.00

Inv No 1) 11514
Inv Date 1) 14/10/2006

Com Flag Old
Com Flag New
Com No

Bad Debts Rec 0.00

Licence Number 211111315

Total	6468.90	Tot Paid	-6468.89	Balance	0.00
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5

ACCOUNT ENQUIRY

Frontier (A A)

PRESS RETURN TO CONTINUE

Actype	SE	Acc No	189-07202-04	Name	MS NIIYA THULSIWE GUMEDE
Cash Price			0.00		
Discount			0.00		
Delivery Charge			0.00		
TV License			0.00		
Total Deposit			0.00		
Deferred Amount			0.00		
Initiation Fee			0.00		
Principal Debt			4472.95		
Pin Chgs			1668.35		
Ins - Basic Life			0.00		
Ins - Compr Life			0.00		
Tot Life ---->			0.00		
Ins - Basic Prod			0.00		
Ins - Compr Prod			0.00		
Tot Prod ---->			1344.47		
Club Fee			0.00		
Deal Inv Amt			0.00		
Service Fee			0.00		

Licence Number 211111315	
Inv No	1) 11514
Inv Date	1) 14/10/2006

Total	3464.02
Tot Paid	-6468.89
Sfee Ytd	0.00
Arrear Int	0.00

Balance	0.00
---------	------

Ytd Dr	0.00
Ytd Cr	0.00

Commitment	0.00
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5

ACCOUNT ENQUIRY

ENTER CHOICE (En, Dn, Sn, C)

Acc No 189-07202-04

Name MS NTIYA THOTISIWE GUMEDE

Bal Bfwd 4038.89 This Mnth -4038.89 Balance 0.00

No	Date	Tran Type	Doc No		Debit	Credit	Balance
1	14/10/2006	INVOICE	11514		6468.89	0.00	6468.89
2	13/11/2006	RECEIPT - REAL	37939	189	0.00	-270.00	6198.89
3	12/12/2006	RECEIPT - BANC	1302557	189	0.00	-270.00	5928.89
4	15/01/2007	RECEIPT - REAL	41964	189	0.00	-270.00	5658.89
5	19/02/2007	RECEIPT - REAL	44217	189	0.00	-270.00	5388.89
6	30/03/2007	RECEIPT - REAL	46651	189	0.00	-270.00	5118.89
7	28/04/2007	RECEIPT REAL	48648	189	0.00	-270.00	4848.89
8	03/06/2007	RECEIPT - BANC	734942	189	0.00	-270.00	4578.89
9	28/06/2007	RECEIPT - REAL	52516	189	0.00	-270.00	4308.89
10	31/07/2007	RECEIPT - REAL	54550	189	0.00	-270.00	4038.89
11	17/08/2007	RECEIPT - REAL	56012	189	0.00	-2154.50	1884.39
12	17/08/2007	HO TRANSACTION	REB119	189	0.00	-1344.47	539.92

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B SERIES

ANNEXURE 2

FREE CHOICE DOCUMENT
(Z1800660)

1, the undersigned Atyá Tshiswe Lumele, hereby irrevocably confirm that

1. I have entered or am about to enter into an agreement with JDG TRADING (PTY) LTD in connection with which long term and short term insurance benefits are to be made available.

2. I have been given written notification of the fact that:

2.1 I have free choice as to whether I want to take out a new policy or make use of an existing policy of the appropriate value and make it available for the aforesaid purpose, or a combination of both a new and an existing policy;

2.2 If I choose to take out a new policy:

2.2.1 I am free to choose the short-term insurer who will issue the policy and the person or institution who will act as intermediary; and

2.2.2 I am free to choose whether or not the value of the policy benefits thereunder, taken together with the value of the benefits of any other policy which may be made available and used for that purpose, will exceed the value of JD's interest;

2.3 If an existing policy is to be made available:

2.3.1 I am free to decide who will act as intermediary in connection therewith;

2.3.2 I am free to choose whether or not a variation of my existing policy required for the purpose, should cause the value of the benefits to be provided thereunder (if taken together with the value of the benefits of any other policy which may be made available and used for the purpose) to exceed the interest of JD.

3. That my choice has not been qualified or restricted in any way;

4. I have exercised my aforesaid choices freely;

5. I have not been subjected to coercion or inducement as to the manner in which I exercised that freedom of choice;

6. I understand my freedom of choice as explained to me and as set out in this document;

7. I signed this Document of Free Choice confirming the above, before the policy of my choice was made available for the aforesaid purpose.

Date: 14-10-2006

Place: Braam AB Pity

Witness: Mogano [Signature]

Customer/Borrower: [Signature]

ANNEXURE 3

DISCLOSURE IN TERMS OF THE POLICYHOLDER PROTECTION RULES 2001 (Long-term and Short-term Insurance)

- 1) Policies:
 - a) Credit Life Policy
 - b) Goods Insurance Policy
 - c) Cellular Phone Protection Insurance Policy
- Class:
 - a) Life, Disability, Retrenchment
 - b) Property
 - c) Property

2) Insurers:

RMB Structured Life Limited, Registration Number: 2002/013263/08, in respect of the Credit Life Policy.
RMB Structured Insurance Limited, Registration Number: 1952/000438/08, in respect of the Goods and Cell Phone Protection Insurance Policies.

Postal Address: P.O. Box 852858, Benmore, 2010
Physical Address: 4th Floor, 2 Merchant Place, 1 Fredman Drive, Sandton, 2198
Telephone: (011) 635-7600
Facsimile: (011) 734-9858

Compliance Officer: Mrs D Jarrod
Telephone: (011) 635-7600
Facsimile: (011) 734-9858
E-mail: debbie.jarrod@rmbal.co.za

3) Intermediary:

Appointed by both RMB Structured Life Limited and RMB Structured Insurance Limited in terms of a written agreement: JDG Trading (Proprietary) Limited trading as Bradlows, Russells, Joshua Doore, Giddies Electric Express, Price 'n' Pride, Hi Finance, Gamlets and Markets situated at:

- a) the trading premises of any of the abovementioned JDG Trading (Proprietary) Limited stores in the Republic of South Africa; or
- b) the head office of JDG Trading (Proprietary) Limited:

Postal Address: P.O. Box 4208, Johannesburg, 2000
Physical Address: 11th Floor, JD House, 27 Stiemens Street, Braamfontein, 2001
Telephone: (011) 438-0408
Facsimile: (011) 438-0804
E-mail: info@cg.co.za

The intermediary has no direct or indirect shareholding in the insurers' share capital. It exclusively acts for the insurers stated in 2 above. It is not an associated company of the insurers. The intermediary has professional indemnity insurance. Commission payable to intermediary: by RMB Structured Life Limited: maximum 7.5% (seven comma five percentum) of Premium, by RMB Structured Insurance Limited: maximum 20% (twenty percentum) of Premium.

4) Claims:

Claims to be submitted to the intermediary within 14 (fourteen) days after the happening of the Insured Event for the attention of the Claims Officer. Claims may be submitted at any of the addresses stipulated in 2 above. No claim shall be payable after the expiry of 8 (eight) months from the happening of the Insured Event.

PLEASE REFER TO THE POLICY DOCUMENT FOR THE FULL PROCEDURE AND TIME PERIODS APPLICABLE TO THE SUBMISSION OF CLAIMS.

5) Complaints:

Any complaints are to be addressed in writing to the Compliance Officer (see details in 2 above).

6) Monetary obligations:

The Policy includes information regarding Premium payable, the manner of payment of Premium, the due date of Premium and the consequences of non-payment in clause 4 thereof.

Your Policy includes a period of grace for the payment of Premiums of 15 (fifteen) days after the relevant due date for payment of the Premium.

I hereby acknowledge receipt of a copy of this document:

Signature: [Handwritten Signature]
Name: Thandani Atiso Maseko
Date: 14-10-2006

IMPORTANT - PLEASE READ CAREFULLY THE DISCLOSURE AND OTHER LEGAL REQUIREMENTS

PC, 21900560/560

ANNEXURE 4.

(This notice does not form part of the Insurance Contract or any other document)

As a Short-term and Long-term Insurance policyholder, or prospective policyholder, you have the right to the following information:

- 1) **About the Intermediary (Insurance broker)**
 - a) Name, physical address, postal address and telephone number;
 - b) Legal status and any interest in the Insurer;
 - c) Whether or not in possession of professional indemnity insurance;
 - d) Details of how to institute a claim;
 - e) Rand amount of fees and commissions payable; and
 - f) Written mandate to act on behalf of Insurer.
- 2) **About the Insurer**
 - a) Name, physical address, postal address and telephone number;
 - b) Telephone number of compliance department of the Insurer;
 - c) Details of how to institute a claim and/or complaint;
 - d) Type of Policy involved;
 - e) Extent of Premium obligations you assume as policyholder; and
 - f) Manner of payment of Premium, due date of Premiums and consequences of non-payment.
- 3) **Other matters of importance**
 - a) You must be informed of any material changes to the information referred to in paragraphs 1 and 2;
 - b) If the information in paragraphs 1 and 2 was given orally, it must be confirmed in writing within 30 (thirty) days;
 - c) If any complaint to the intermediary or insurer is not resolved to your satisfaction, you may submit the complaint to the Registrar of Short-term or Long-term Insurance;
 - d) Polygraph or any lie detector test is not obligatory in the event of a claim and the failure thereof may not be the sole reason for repudiating a claim;
 - e) If Premium is paid by debit order;
 - i) It may only be in favour of one person and may not be transferred without your approval; and
 - ii) the Insurer must inform you at least 30 (thirty) days before the cancellation thereof, in writing, of its intention to cancel such debit order;
 - f) The Insurer and not the intermediary must give reasons for repudiating your claim;
 - g) Your Insurer may not cancel your insurance merely by informing your intermediary. There is an obligation to make sure the notice has been sent to you; and
 - h) You are entitled to a copy of the Policy free of charge.
- 4) **Warning**
 - a) Do not sign any blank or partially completed application forms;
 - b) Complete all forms in ink;
 - c) Keep all documents handed to you;
 - d) Make note as to what is said to you;
 - e) Do not be pressured to buy the product; and
 - f) Incorrect or non-disclosure by you of relevant facts may influence an Insurer on any claims arising from your contract of insurance.

5) **Particulars of the Ombudsman who is available to advise you in the event of claim problems which are not satisfactorily resolved by the Insurance intermediary and/or the Insurer.**



Short-term Insurance
 P.O. Box 30619
 Braamfontein
 2017
 Telephone: (011) 726-8800
 Facsimile: (011) 726-5501
 E-mail: info@optl.co.za

Long-term Insurance
 P.O. Box 46007
 Claremont
 7735
 Telephone: (021) 674-0330
 Facsimile: (021) 674-0651
 E-mail: ombud@mweb.co.za

6) **Particulars of Registrar**
 Financial Services Board
 P.O. Box 36855
 Menlo Park
 0102
 Telephone: (012) 428-8000
 Facsimile: (012) 347-0221
 E-mail: info@fsb.co.za

(You may be required to sign a copy of this document)

I hereby acknowledge receipt of this notice

Signature: *[Handwritten Signature]*
 Full Names: *Miss Anya Tshisino*
 Date: *19-10-2006*

ZYL

PHONE NO. : 039 3166605

Nov. 27 2006 04:05PM P5

ANNEXURE 5

CREDIT LIFE POLICY

P.C. 21800350

1. PREAMBLE

INSURER: RMB Structured Life Limited

INSURED:

Mrs Kings Melissa Lunnell

DATE ISSUED:

14-10-2006

AGREEMENT NO:

189-67202-OK

In consideration for the payment of the Premium stipulated in 4 and subject to the provisions of this Policy, the Insurer hereby agrees to pay the benefits stipulated in 3 to the Insured in the event of the happening of the Insured Events stipulated in 2.

2. INSURED EVENTS

- 2.1. The Accidental death of the Insured;
- 2.2. Permanent Disability of the Insured caused by Accident;
- 2.3. Temporary Disablement of the Insured caused by Accident, and
- 2.4. The Retrenchment of the Insured.

3. BENEFITS AND LIMIT OF LIABILITY

- 3.1. On the Accidental Death of the Insured, payment of the Balance of Indebtedness in terms of the Agreement as at the date of the happening of the Insured Event;
- 3.2. On Permanent Disability of the Insured, payment of the Balance of Indebtedness in terms of the Agreement as at the date of the happening of the Insured Event;
- 3.3. On Temporary Disablement of the Insured, payment of the monthly Instalments due in terms of the Agreement whilst temporarily disabled, with a maximum of 3 (three) monthly instalments; and
- 3.4. On Retrenchment of the Insured, the Insurer will pay the monthly instalment due in terms of the Agreement on a monthly basis upon receipt of proof to the Insurer's satisfaction that the Insured is still unemployed, until the Insured is employed again or until the full Balance of Indebtedness is settled, whichever event occurs first.

4. PERIOD OF INSURANCE AND PREMIUM PAYMENT

- 4.1. The period of insurance is 1 (one) month, incepting from the inception date of the Agreement;
- 4.2. The monthly Premium payable by the Insured is stipulated as set out in the Agreement;
- 4.3. Upon receipt of the Premium, monthly Policies for the term of the Agreement shall be issued, provided that the operation thereof will be suspended and it shall only come into operation on the first day of each month from the inception date, in the event that:
 - 4.3.1. no proceedings to liquidate JDG Trading (finally or provisionally) or to appoint a liquidator, administrator, management or curatorship has commenced;
 - 4.3.2. the Insured has complied with all his/her obligations under the Agreement; and
 - 4.3.3. the Premium has already been paid to the Insurer.
- 4.4. Advance payment of monthly Premium:
 - 4.4.1. it is recorded that JDG Trading advanced monthly Premiums for the full term of the Agreement to the Insured and paid it to the Insurer on behalf of the Insured on the inception date of the Agreement;
 - 4.4.2. in the event of the conditions contemplated in 4.3 not being fulfilled, the Policies paid in advance in terms of 4.4.1 shall not come into operation and the Insured shall be entitled to a refund of all Premiums paid in respect of Policies which shall not come into operation; and
 - 4.4.3. to the extent that the Insured has not already ceded to JDG Trading his/her right to refund Premium referred to in 4.4.2, as security for the amounts advanced to the Insured by JDG Trading as stated in 4.4.1, the Insured hereby cedes such right to JDG Trading.

5. DEFINITIONS, CONDITIONS AND EXCLUSIONS

This insurance is subject to the definitions, conditions and exclusions printed on the reverse hereof.

Signed on behalf of RMB Structured Life Limited,

G. Arroyo

GUSTAVO ARROYO

4th Floor, 2 Merchant Place, 1 Fredman Drive, Sandton, 2198
P.O. Box 652659, Benmore, 2010

Renee Griessel

RENEE GRIESSEL

ZYL

PHONE NO. : 039 3166605

Nov. 27 2006 04:06PM P6

"Accidental/Accident" shall mean an event caused by sudden, violent and external means.

5.2. "Agreement" shall mean the Agreement entered into between JDG Trading and the Insured in terms of which the Insured purchased the Goods from JDG Trading, or the loan Agreement entered into between JDG Trading and the Insured.

6.3. "Balance of Indebtedness" shall mean such balance owed by the Insured to JDG Trading under the Agreement as at the date of the Insured Event.

6.4. "Employment" shall mean a position or job held by the Insured on a permanent basis for which he/she receives remuneration as defined in the Basic Conditions of Employment Act No 75 of 1997.

6.5. "Insured Event" shall mean the events contemplated in 2.

6.6. "Insured" shall mean the Insured identified in 1.

6.7. "Insurer" shall mean RMB Structured Insurance Limited, a public company duly licensed and registered as an insurer in the Republic of South Africa with Registration Number 2002/013263/08.

6.8. "JDG Trading" shall mean JDG Trading (Proprietary) Limited, a private company duly registered in the Republic of South Africa with Registration Number 2003362/07, trading as Bradlows, Russells, Joshua Dook, Electricals, Pricer, Finance, Price 'n Pride, Hi Finance, Barnes, and Markala.

6.9. "Permanently Disabled" shall mean the Insured has, through Accident, become totally and permanently incapable of following his/her normal occupation or any other occupation for which he/she is reasonably suited by knowledge, training and experience.

6.10. "Premium" shall mean the consideration payable by the Insured to the Insurer in return for the cover granted in terms of this Policy, and shall include amounts paid in advance of the amount of Premium that will be due on fulfillment of the conditions referred to in 4.3.

6.11. "Retrenchment" shall mean the dismissal of the Insured from his/her employment based on operational requirements such as economical, technical, structural or similar requirements.

6.12. "Temporary Disablement" shall mean the inability to follow the usual occupation or any occupation for which the Insured is fitted by knowledge or training for a period exceeding 1 (one) month but not exceeding a maximum period of 12 (twelve) months.

CONDITIONS

7.1. Compliance with all the conditions of this Policy shall be a condition precedent to the enforcement of any benefits hereunder by the Insured.

7.2. Misrepresentation, mis-description or non-disclosure in any material respect upon application for this Insurance shall render voidable the particular item of the Policy affected by such misrepresentation, mis-description or non-disclosure.

7.3. If at the time of any event giving rise to a claim under this Policy, another insurance exists covering the Insured against the Insured Events, the Insurer shall be liable to make good only a rateable proportion of the amount payable by or to the Insured in respect of such event.

7.4. The Insured shall not be entitled by reason of the existence of this Policy, or having instituted action against the Insurer, to withhold any payment due to JDG Trading in respect of the Agreement or to refuse to comply with any of its terms and conditions.

7.5. On the happening of any Insured Event which may result in a claim under this Policy, the Insured shall, at his/her own expenses:

7.5.1. give notice thereof to JDG Trading as soon as reasonably possible, and provide particulars of any other insurance covering such events as are hereby insured; and

7.5.2. within 14 (fourteen) days after the happening of the Insured Event, submit to JDG Trading full details in writing of any claim.

7.6. A claim in respect of Retrenchment must be accompanied by a certificate issued by the Insured's previous employer in terms of the Basic Conditions of Employment Act No 75 of 1997, as amended, a certified copy of the Insured's identification document and the latest monthly statement issued in terms of the Agreement. JDG Trading shall be entitled to investigate the circumstances of the Insured's Retrenchment and in this regard to contact any employer.

7.7. No claim shall be payable after the expiry of 6 (six) months from the happening of any Insured Event unless the claim is the subject of pending legal action.

7.8. In the event of a claim being rejected and legal action not being commenced within 6 (six) months after such rejection, all benefits afforded under this Policy in respect of any such claim shall be forfeited.

7.9. Non-compliance with the notice periods in this Policy shall result in a forfeiture of the benefits in terms hereof.

7.10. All rights under this Policy which have already accrued shall cease in the event of cancellation of the Agreement.

7.11. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf or with his/her knowledge or consent to obtain any benefit under this Policy, or if any Insured Event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

7.12. Unless otherwise provided, nothing in this Policy shall confer any rights upon any person other than the Insured.

8. EXCLUSIONS - DEATH AND DISABLEMENT

8.1. The benefits under this Policy, be applicable in respect of death, Permanent or Temporary Disablement arising directly or indirectly from:

8.1. the Insured being intoxicated temporarily or otherwise by alcohol, drugs or any other substance;

8.2. the Insured committing any breach of law or committing or attempting to commit suicide or wilful self injury;

8.3. war, invasion, riot, civil commotion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not), nuclear fission, civil war, rebellion, revolution, insurrection, military or usurped power;

8.4. the Insured engaging in aerial activity other than as a fare paying passenger (e.g. parachuting or hanggliding), the Insured engaging in or taking part in mountaineering necessitating the use of ropes, winter sports, big game hunting, riding or driving of any kind of race or while practicing therefore; and

8.5. any bodily injury or sickness which has its origin prior to the Insured Event.

9. EXCLUSIONS

In the event of Retrenchment, the Insured is not covered in terms of this Policy if:

9.1. the Insured Event happens within 3 (three) months of inception of this Policy; or

9.2. the Insured has tendered his/her own resignation in respect of the Employment; or

9.3. the Insured lost his Employment through his/her own wilful or unlawful behaviour; or

9.4. If the Insured loses his/her job or Employment by reason of any breach of law or committing a criminal offence.

ZYL

PHONE NO. : 039 3166605

Nov. 27 2006 04:07PM P7

GOODS INSURANCE POLICY

P.O. 2190950

PRE-AMBLE

INSURER: RMB Structured Insurance Limited

ANNEYURE L

INSURED: *MRS Tereza Ntaya Lwanga*

DATE ISSUED: *27-10-2006* AGREEMENT NO: *189-07202-4*

In consideration for the payment of the Premium stipulated in 4 and subject to the provisions of this Policy, the Insurer hereby agrees to pay the benefits stipulated in 3 to the Insured in the event of the happening of the Insured Events stipulated in 2.

2. INSURED EVENTS

The Accidental loss of, damage to or destruction of the Goods

3. BENEFITS AND LIMIT OF LIABILITY

On the Accidental loss of, damage to or destruction of the Goods, the replacement of the Goods with the same or similar items, provided that the Insured shall not be entitled to more than the individual value of any item forming part of a pair, set or collection without regard to any special value such item may have as a part of such pair, set or collection.

4. PERIOD OF INSURANCE AND PREMIUM PAYMENT

- 4.1. The period of insurance is 1 (one) month, inception on the inception date of the Agreement;
- 4.2. The monthly Premium payable by the Insured is calculated as set out in the Agreement;
- 4.3. Upon receipt of the Premium, monthly Policies for the term of the Agreement shall be issued, provided that the operation thereof will be suspended and it shall only come into operation on a monthly basis, on the same day of each month as the inception date, in the event that:
 - 4.3.1. no proceedings to liquidate JDG Trading (the Insurer) have been commenced;
 - 4.3.2. the Insured has complied with all his/her obligations under the Agreement, and in the event of the Insured paying up all obligations which were in arrears, the Policy shall be automatically reinstated on the date of such payment; and
 - 4.3.3. the Premium has already been paid to the Insured;
- 4.4. Advance payment of monthly Premium:
 - 4.4.1. it is recorded that JDG Trading advanced monthly Premiums for the term of the Agreement to the Insured and paid it to the Insurer on behalf of the Insured or the inception date of the Agreement;
 - 4.4.2. in the event of the conditions contemplated in 4.3 not being fulfilled, the Policies paid in advance in terms of 4.4.1 shall not come into operation and the Insured shall be entitled to a refund of the Premiums paid in respect of Policies which shall not come into operation; and
 - 4.4.3. to the extent that the Insured has not already ceded to JDG Trading his/her right to refund Premium referred to in 4.4.2, as security for the amounts advanced to the Insured by JDG Trading as stated in 4.4.1, the Insured hereby cedes such right to JDG Trading.

5. DEFINITIONS, CONDITIONS AND EXCLUSIONS

This Insurance is subject to the definitions, conditions and exclusions printed on the reverse hereof.

Signed on behalf of RMB Structured Insurance Limited

G. Arroyo

R. Griessel

GUSTAVO ARROYO

RENEE GRIESSEL

4th Floor, 2 Merchant Place, 11 Fredman Drive, Sandton, 2196
P.O. Box 652659, Benmore, 2010



JD House 27 Siemens Street
Braamfontein 2001

PO Box 4208 Johannesburg 2000
Tel +27 11 405 0408 Fax +27 11 408 0729

www.barnetts.co.za

FAIS-Ombud
P.O. Box 74571
LYNNWOOD RIDGE
0040

23 January 2007

Dear Mr. Pillai,

CREDIT APPLICATION: LIFE POLICY AND GOODS INSURANCE POLICY – MISS T.N. GUMEDE

After careful consideration of the issue, the following facts emerge:

The correct goods were delivered to Miss T.N. Gumede, as was confirmed with Ma. van Zyl and as per our delivery waybill (document no. 10677) – Annexure 1.

Although Miss T.N. Gumede claims that she was never informed about any insurance, I wish to attach the following signed documents:

- Free choice document (Annexure 2), which gives her the choice of arranging her own insurance, or accept the insurance the company offers.
- Disclosure in terms of the Policyholder Protection (Annexure 3), summarising the terms and conditions of the policy.
- Thirdly, that she signed acknowledgement of receipt of the Statutory Notice to Short-term and Long term Insurance Policyholders (Annexure 4), which in affect summarises the rights of the policyholder.
- I further attach the two Insurance documents/contracts (Annexure 5 and 6).

Given the above scenario and considering the Incomplete "Schedule of Loan Agreement" as per the complainants letter as well as Miss T.N. Gumede's claim that she did not understand the content of the documents, Barnetts propose the following;

- Barnetts will reverse the R1344.47 pertaining to the Goods and Life Insurance Contracts as well as R181.88 relating to the Extended Guarantee Contract, which was found to be incomplete, or not understood.
- Barnetts do however require Miss Gumede to supply prove of an existing insurance policy that will exceed the monetary value of Barnetts interest in this contract, as stipulated in the "Free Choice Document".

The Contract Fees and Finance charge rate, which were questioned in the letter, were charged in accordance with legislation governing Loan Agreement Contracts.

I hope the complainants find the above proposal acceptable and will at their earliest convenience notify the writer in order to process the necessary documents and provide the details of the necessary insurance cover. It must be noted that any reversal of any charges is conditional of the supply of appropriate insurance, covering this Loan Agreement Contract.

I wish to apologise for any inconvenience.

Kind Regards,



Toy de Klerk
Chief Executive

cc. Me. Estelle van Zyl (Cell: 082 304 0380)
RMB Insurance
P.O. Box 652659
Benmore
2010

15. Feb. 2007 10:39
08-FEB-2007 08:30

BARNETTS PORT SHEPSTONE

TERMS AND CONDITIONS**1. INTERPRETATION**

- 1.1 "The Borrower" means the person reflected on the Loan Agreement to which these terms and conditions are attached;
- 1.2 "the Lender" means JDG TRADING (Pty) Ltd;
- 1.3 "the Loan Amount / Principal Debt" means the amount advanced to or on behalf of the Borrower by the Lender as reflected in the Schedule to this agreement;
- 1.4 "the Transaction Date" means the date upon which this agreement is signed by the Lender;
- 1.5 "the Advance Date" means the date upon which the loan amount is actually paid to the Borrower or the Borrower's nominee in terms of this agreement;
- 1.6 "the Repayment Dates" means the dates upon which the Borrower is obliged to repay the advance made by the Lender to the Borrower, the finance charges thereon, insurance premiums and other charges;
- 1.7 "the Loan Period" means the period from the advance date to the last repayment date;
- 1.8 "Notice" means written notice;
- 1.9 "Finance Charges" means the total amount of finance charges stipulated in the schedule to this agreement payable by the Borrower to the Lender during the loan period;
- 1.10 "Finance Charge Rate" means the finance charge rate stipulated in the schedule to this agreement;
- 1.11 "Total charge of credit" where this agreement is exempted from the provisions of the Usury Act 73 of 1968, means the amount of the total charge of credit mentioned in the schedule to this agreement which is payable by the Borrower on the loan amount advanced in terms of this agreement during the loan period;
- 1.12 "Total charge of credit rate" where this agreement is exempted from the provisions of the Usury Act 73 of 1968, means the rate of the total charge of credit as reflected in the schedule to the agreement;
- 1.13 "Additional finance charges or Penalty Interest" means additional finance charges payable by the Borrower to the Lender on any amount not paid on due date

2. THE LOAN

- 2.1. The Borrower hereby borrows from the Lender the loan amount as reflected in the schedule to this agreement under the heading "Loan amount / principal debt".
- 2.2. This agreement shall be regarded as being concluded upon the signing thereof by both parties.
- 2.3. The Borrower acknowledges that the Lender has provided him / her with the proposed loan agreement which served as a quote valid for five (5) days and which set out all the Borrower's obligations, including the loan amount, the total charge of credit and other costs. It is also recorded that this loan agreement is in accordance with the quote given by the Lender.

3. THE FINANCE CHARGES

- 3.1. Finance charges shall be payable by the Borrower to the Lender on the loan amount / principal debt in terms of this agreement at the rate as reflected in the schedule to this Agreement.
- 3.2. The finance charge rate shall be a fixed rate and shall remain unaltered during the period of this transaction.
- 3.3. The Lender shall be entitled to calculate and capitalize all finance charges monthly in arrear.
- 3.4. In the event of the Borrower failing to pay any amount on any of the repayment dates, the Borrower shall pay additional finance charges on any such unpaid amount, including unpaid finance charges, at the finance charge rate initially indicated in the schedule, calculated monthly in arrears.

4. CONTRACT FEE

It is recorded that the Lender is obliged to pay to its attorneys the amount reflected in the schedule to this agreement as a fee in respect of preparation of this agreement and the deed of pledge, with value added tax thereon. The Borrower hereby consents to pay the amount so indicated to the Lender, with value added tax thereon as set out in the schedule.

5. INSURANCE

- 5.1. The Borrower shall enter into a short-term insurance agreement with an insurer of his/her own choice, who is registered in terms of the Short Term Insurance Act 1998, in terms of which the goods pledged in terms of this agreement will be insured against loss, theft or damage.
- 5.2. The Borrower shall enter into a life insurance agreement with an insurer of his/her choice, who is registered in terms of the Long-term Insurance Act 1998, in terms of which his/her life and disablement are insured for an amount not less than the total repayable amount reflected in the schedule to this agreement.
- 5.3. The Borrower hereby admits that he exercised a free choice in respect of the insurer with whom the aforementioned insurance agreement concluded.
- 5.4. The Borrower undertakes to give written proof of the policies made available to the Lender in terms of this agreement before the advance date.
- 5.5. The Borrower hereby cedes the aforementioned insurance policy/policies to the Lender to secure the Borrower's indebtedness in of this agreement; alternatively, the Borrower would be obliged to make an existing insurance policy/policies available to the seller as security.
- 5.6. Save where the Borrower makes an existing insurance policy available to the Lender, the Borrower hereby authorises the Lender to pay the insurance premiums in respect of the aforesaid policies, as set out in the schedule to this agreement, on behalf of the Borrower to the insurer(s), and to recover such amount(s) as paid on behalf of the Borrower.
- 5.7. The Borrower hereby cedes any right to premium refunds in respect of the aforesaid insurance policy/policies to the seller as security payment made by the seller to the insurer on behalf of the purchaser and recoverable from the purchaser as contemplated in 5.5.
- 5.8. The Borrower shall notify the Lender immediately of any potential claim in terms of the aforementioned insurance policy or policies and shall fully comply with all the terms of such insurance policies.

NOTE: All parties and witnesses to this Agreement must initial this page.

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Page 2 of 4

6. REPAYMENT

- 6.1. The loan amount together with finance charges, insurance premiums and other charges will be repayable on the repayment dates as set out in the schedule to this agreement.
- 6.2. In order to effect the repayment the Borrower undertakes to sign a debit order authorizing payment from the Borrower's banking account to the Lender's banking account, if requested to do so.
- 6.3. The Borrower may make additional payments or settle the outstanding amount in one payment where the loan period does not exceed 12 (twelve) months. Where the repayment period exceeds 12 (twelve) months and where the Borrower wishes to settle the outstanding amount in one payment, the Borrower shall give 60 (sixty) days prior written notice to the Lender of his/her intention to settle the outstanding amount in one payment. Should the Borrower fail to give such 60 (sixty) days notice, the Lender shall be entitled to such finance charges as would have accrued during the required notice period.
- 6.4. No penalty shall be charged for early settlement in the event of the retrenchment of the Borrower. Irrespective of the repayment period only pro rata total charge of credit and insurance may be charged.

7. PLEDGE

- 7.1. As security for the proper and timely performance by the Borrower of all his/her obligations in terms of this agreement, the Borrower hereby pledges to the Lender the goods set out in the schedule to this agreement.
- 7.2. Upon breach of any term of this agreement and in order to perfect the pledge of the goods, the Borrower shall immediately deliver to the Lender the goods pledged therein.
- 7.3. The Borrower undertakes not to sell, alienate, encumber or in any manner dispose of the goods pledged while he is indebted to the Lender.
- 7.4. The Borrower warrants to the Lender that he/she is the owner of the goods pledged.
- 7.5. If the Borrower commits a breach of any of his/her obligations set out herein, or if the Lender becomes entitled to claim payment from the Borrower in respect of any of the obligations for which this pledge has been given, the Lender shall be entitled without notice to the Borrower and without first obtaining an order of court, to:
 - 7.5.1. cause all or any of the pledged goods to be sold, either by public auction or private treaty, as the Lender in its sole and absolute discretion deems fit; and
 - 7.5.2. convey valid title in the pledged goods to any purchaser thereof.
- 7.6. The Lender shall apply the proceeds of the sale of the pledged goods to the Borrower's indebtedness in terms of this agreement and the (if any) remaining after the proceeds of such sale have been applied as aforesaid, shall be paid to the order of the Borrower.

8. BREACH

- 8.1. the Borrower failing to pay any amount due to the Lender on due date; or
- 8.2. the Borrower breaching any of the terms of this agreement; or
- 8.3. the Borrower being placed under provisional or final sequestration; or
- 8.4. the Borrower effecting or attempting to effect a compromise or composition with his/her creditors; or
- 8.5. a judgment being granted against the Borrower in respect of any debt which remains unsatisfied for a period of 7 (seven) days after the granting of such judgment; or
- 8.6. any property of the Borrower being attached in execution of any debt; or
- 8.7. the Borrower having made any materially incorrect or untrue statement or representation in connection with this agreement or his/her finance affairs or any particulars thereof; or
- 8.8. the Borrower committing any act or allowing any omission which might prejudice the Lender's rights under this agreement then and in any such event, the Lender shall, without prejudice to any other rights which it may have in law, be entitled to claim immediate repayment of all amounts due in terms of this agreement, notwithstanding that the due date of payment of such amount(s) has/have not yet arrived.

9. SURETYSHIP (IF APPLICABLE)

- 9.1. The Surety hereby binds himself/herself as Surety for and co-principal debtor with the Borrower for the due compliance by the Borrower of all his/her obligations in terms of the loan agreement into which this suretyship is incorporated.
- 9.2. The terms and conditions of the suretyship agreement will be those incorporated in this clause, and in the remainder of the terms and conditions contained in this document, where it expressly or by necessary implication refers to the Surety.
- 9.3. The Surety hereby renounces the benefits of the exceptions of division, excussion or cession of actions, the meaning of which the Surety declares himself to be fully acquainted with.
- 9.4. This agreement of suretyship shall not be cancelled, save with the written consent of the Lender.

10. RENUNCIATION

The Borrower and Surety renounce all benefits arising from the legal exceptions "non numerate pecuniae" (the defence that he/she did not receive money), "non causa debiti" (the defence that this consent is not based on any underlying cause of action), "errora calculi" (the defence that there was error in the calculation of the amount), "revision of accounts", "no value received", and all other exceptions which may or could apply in law, with the force, meaning and effect of which exceptions the Borrower declares himself/herself to be fully acquainted with.

11. LEGAL AND COLLECTION COSTS

- 11.1. In the event of the Lender instituting action against the Borrower and/or the Surety, including applying for judgment in terms of a consent judgment in terms of Section 57 or 58 of the Magistrate's Court Act, the Borrower and the Surety undertake to pay the costs of such legal action on the attorney and client scale. The recovery of costs in this clause, shall be subject to the provisions of the Magistrate's Court Act, 1944, the Attorneys Act, 1979 and the Debt Collectors Act, 1998.
- 11.2. In the event of this transaction being exempted from the Usury Act and the Borrower committing any breach of this agreement, the Borrower shall pay to the Lender such collection costs as stipulated in the regulations to the Debt Collectors Act, No 114 of 1998, irrespective of whether the Act is applicable or not.

NOTE: All parties and witnesses to this Agreement must initial this page.

VERSION 09/2005

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12. SEVERABILITY

The Borrower and Surety hereby agree that each and every clause and subclause of this Agreement shall be severable from the rest of the agreement and that any invalidity of any clause or subclause shall not affect the validity of the Agreement as a whole.

13. DOMICILIUM

13.1. For all purposes of this agreement or with regard to any matter arising out of this agreement or in connection herewith, the Borrower, Surety Lender hereby choose their addresses as mentioned on the Loan agreement as their respective domicilium citandi et executandi ("domicilium") which in the case of the Borrower shall include his/her postal address;

13.2. Any party shall be entitled by notice in writing to the other party to change its domicilium as set out above;

13.3. Any notice which may be required to be given to a party to this agreement shall be sent to such party's address as set out above, or as duly altered from time to time, and shall: -

13.3.1. be delivered by hand, in which event it shall be deemed to have been received on the date of delivery; or

13.3.2. sent by prepaid registered post, in which event it shall be deemed to have been received on the 5th business day after posting.

14. DISCLOSURE OF CONFIDENTIAL INFORMATION

14.1. The Borrower and Surety hereby expressly consent to the Lender disclosing confidential information obtained in the course of the money lending transaction with the Lender.

14.2. The Borrower and Surety also hereby consent to the Lender obtaining from and disclosing to a credit bureau and / or the National Loans Register the Borrower and Surety's credit record and payment history.

14.3. The Lender will give the Borrower and/or Surety 28 (twenty eight) days' written notice before sending any adverse information about the Borrower and/or Surety to a credit bureau.

14.4. If the Borrower and / or Surety dispute his/her indebtedness, the Lender shall advise the credit bureau of such fact.

GENERAL

15.1. This agreement (comprising of the loan agreement, the terms and conditions and the schedule):

15.1.1. constitutes the entire agreement between the parties; and

15.1.2. shall not be amended or changed except by an instrument in writing and signed by duly authorized representatives of each of the parties.

15.2. No indulgence, extension of time, relaxation or latitude shown, granted or allowed by any party to any other party shall be construed as a waiver of any of its rights under this agreement.

15.3. A certificate signed by the manager or director of the Lender (whose appointment need not be proved) shall constitute prima facie evidence of the total amount then due by the Borrower and/or Surety to the Lender in terms hereof.

15.4. The non-enforcement of any provision of this agreement or any indulgence that the Lender may grant to the Borrower shall be without prejudice to the rights of the Lender to insist upon strict compliance by the Borrower and/or Surety of all the provisions of this Agreement.

15.5. No indulgence or latitude granted by the Lender in favour of the Borrower and/or Surety in respect of his/her fulfillment of any of its obligations to the Lender, irrespective of the source of such obligation, shall affect the rights and obligations of the Lender in terms of this Agreement.

15.6. The Borrower and Surety undertake to notify the Lender in writing of any change of address, change of employer and change of banking details. Lender may deem fit.

15.7. The Borrower hereby consents to the Lender contacting him/her by way of telephone, post, telegram, cellular SMS or any other method the Lender may deem fit.

15.8. The Borrower hereby confirms that a copy of the Rules set out by the Minister of Trade and Industry for purposes of exemption under Section 15(a) of the Usury Act as published in the Government Gazette was made available to him/her for perusal prior to entering into this Agreement.

15.9. The Borrower confirms that a copy of the Lender's registration certificate issued by the relevant Regulatory Institution, the complaints procedure and the manner in which and where complaints may be lodged were prominently displayed at the business premises of the Lender. The Lender's registered with the Regulatory Institution.

15.10. The Borrower confirms that before the conclusion of this agreement the essential terms of the agreement were explained to him/her by the Lender in a language he/she understood.

15.11. The Borrower confirms that he/she was allowed the opportunity to read this agreement or it was read to him/her in the instance where the Borrower is illiterate.

15.12. The Lender shall provide a copy of this agreement to the Borrower before or at the time the money lent, in terms of this agreement, is advanced

15.13. The Lender agrees to maintain proper accounting records reflecting full details of all money advanced, interest and other charges raised, repayments received and the amounts outstanding.

15.14. The Borrower shall be entitled to a statement on any current loan at least setting out all charges levied, all payments made and the amounts outstanding.

15.15. The Lender shall, on demand, provide the Borrower with a statement, setting out all charges levied, all payments made and the balance outstanding. If a duplicate copy of a statement is demanded, the Lender may charge the Borrower a fee not exceeding R3,50 per page.

15.16. It is recorded that no commission is payable by the Lender to the employee representing it in connection with the conclusion of this agreement.

15.17. The parties agree that the Borrower will not be required by the Lender to sign any blank legal process documents.

16. CONSUMER CLUB

16.1. If the Borrower chooses to become a member of any of the Lender's consumer clubs, an amount shall be indicated on the schedule to this agreement in respect thereof. In such event the Borrower shall become a member of the club with the benefits attaching to such membership and shall pay the membership fee as indicated in the schedule.

16.2. It is recorded that such membership does not stand in any relation to the remainder of this agreement and in order to obtain the benefits of membership of the club, the Borrower chooses to become a member of the club independently from the conclusion of the remainder of this agreement.

NOTE: All parties and witnesses to this Agreement must initial this page.

RMB-SI Investments (Proprietary) Limited
 2 Merchant Place 1 Fredman Drive Sandton 2196
 PO Box 652659 Benmore 2010 South Africa
 Switchboard +27 11 685-7600
 Facsimile +27 11 784-9858

Registration Number: 1995/002523/07
 An Authorised Financial Services Provider



RMB
 SI INVESTMENTS

15 May 2007

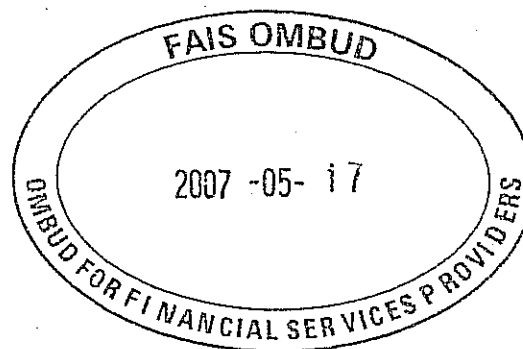
Mr David Davidson
 Case Manager
 Office of the Ombud for Financial Services Providers
 Eastwood Office Park
 Boabab House -
 Ground Floor
 Crn Lynwood and Jacobson
 Lynnwood Ridge
 0081

Dear Mr Davidson,

MS T M GUMEDE: DD/FOC3097/06-07

We refer to the telephonic conversation between you and our Mrs Griessel on 15 May 2007 and attach hereto the following documentation (signed where applicable) as discussed:

1. The Loan Agreement;
2. Interview Questionnaire ;
3. Free Choice Document;
4. Disclosure;
5. Statutory Notice;
6. Credit Life Policy;
7. Goods Policy;
8. JD's FAIS License;
9. JD Group Directive;
10. JD Training Module; and
11. Statement by D S Scharnick, Divisional Credit Manager, Barnettts.





We trust that this would be of assistance to you and look forward to hearing from you.

Kind regards,

A handwritten signature in cursive script, appearing to read "R. Griessel".

Renee Griessel
Chief Legal Officer

A handwritten signature in cursive script, appearing to read "G. Arroyo".

Gustavo Arroyo
Chief Executive Officer



ANNEXURE 1

SCHEDULE TO LOAN AGREEMENT

Page No. 1

Account/Account No.: 199-07202-04
 Registration No. 4010166660

Date : 14/10/2006
 User Id: 189\PORT6

BORROWER: MS N T GUMEDE

THE LENDER: J06 TRADING (PTY) LTD
 Reg. No.: 1958/003362/07

Address: P O BOX 33
 Port Edward
 4295
 Excutedi
 4295

Domicilium: J0 House
 27 Siemens Street
 Braamfontein
 Johannesburg, 2001

Address where Agreement concluded: BARNETTS FURNISHERS
 40 NELSON MANDELA DR
 PORT SHEPSTONE

Account type: SB

Telephone No. 0396825783

FINANCIAL DETAILS OF LOAN

Amount Advanced	3128.48
Borrowers Protection Insurance (incl VAT) and Life Insurance (excl monthly premiums of 16.14 on behalf of the borrower)	1344.47
MB Structured Insurance Limited	
AMOUNT/PRINCIPAL DEBT	4472.94
Interest/Finance Charges @ 32.50 % (fixed) per annum calculated and capitalised monthly	
Advance	1668.35
Contract Balance	6141.29
Contract Fee	90.00
Vat on Contract Fee	12.60
TOTAL LOAN AMOUNT REPAYABLE	6243.89
License	225.00
Optional Club Fee, 24 months (inc). VAT)	0.00
TOTAL AMOUNT REPAYABLE INCLUSIVE OF OPTIONAL CLUB FEE	6468.89

Signed by the BORROWER this 14 day of Oct at

[Signature]
 BORROWER

[Signature]
 WITNESS
[Signature]
 BORROWER'S SPOUSE
 (If married in C.O.P)

Repayment Plan	
Total Repayable Amount plus optional club fee to be repaid in consecutive monthly instalments commencing on 30/11/2006, with	
12 instalments of	270.00
and one final instalment of	258.90

ADDITIONAL INFORMATION

Total Charge of Credit in terms of this Agreement consists of the following elements:

Finance Charges	1668.35
Contract fee	90.00
Vat on Contract Fee	12.60
Total Amount of Total Charges of Credit	1770.95

Signed by the LENDER this 14 day of Oct at the address of the Lender, where the Agreement was concluded.

[Signature]
 WITNESS
[Signature]
 LENDER'S REPRESENTATIVE

Annual Rate for Total Charges of Credit (fixed rate) 32.50
 Additional Penalty interest is payable on any amount not paid on due date at the Interest / Finance rate indicated in the Financial Details of Loan above from the date of default to date of payment, calculated monthly in arrears.

12/04/2007 13:47 011-408-0729
JU-NHK-2007 10:03

BARNETTS -

BARNETTS PORT SHEPSTONE

Agreement / Account Number

189-07202-09

Name
[Redacted]

LOAN AGREEMENT

Agreement entered into between:

[Signature]
Name of Borrower
(hereinafter called "the Borrower")
of

[Redacted]

[Redacted]
(Physical address of Borrower - domicilium citandi)

[Redacted]
(Physical address of Borrower - domicilium citandi)

and

JDG TRADING (PTY) LTD: (Registration number 1938/03362/07)
(hereinafter called "the Lender")
of
27 Stiemens Street
BRAAMFONTEIN
JOHANNESBURG
2001

The Borrower hereby borrows from the Lender the loan amount as set out in the schedule to the Loan Agreement on the terms and conditions attached hereto, including the terms set out in the rules set out in Annexure "A" hereto.

Signed on this the 12 day of October 2006 at BARNETTS PLS

[Signature]
Witness

[Signature]
Borrower

Signed on this the 14 day of October at the address on the schedule where the agreement was concluded.

[Signature]
Witness

[Signature]
Lender

Suretyship Agreement

The Surety hereby binds himself as surety for and co-principal debtor with the Borrower for the due compliance by the Borrower of all his/her obligations in term, of this Agreement, subject to the terms and conditions attached hereto.

Signed on this the _____ day of _____ 20____ at _____

Witness

Surety

Surety's Spouse
(If married in community of property)

(Surety's physical address - domicilium citandi)

The name and identity number of the Employee or Representative of the Lender, who concluded this transaction with the Borrower, are:-

Susan Jersich
Full name of Employee or Representative

7307110015682
Identity number of Employee or Representative

NOTE: All parties and witnesses to this Agreement must initial this page.
Z 2200633

VERSION 09/2005
Page 1 of 4

[Handwritten initials]



① *Am*

② *Am*

③ *Am*

INTERVIEW QUESTIONNAIRE

Both the Branch Manager and Credit Manager must interview every customer purchasing from us, using this Interview Questionnaire. Attach the completed form to the proposal for audit purposes.

BRANCH MANAGER

- Are you happy with the goods chosen on this purchase? Yes No
- Why do you buy from Barnetts?
 - Canvassed by Salesperson? Yes No
 - Catalogue? Yes No
 - TV advertising? Yes No
 - Radio advertising? Yes No
 - Referred to by relative/friend? Yes No
 - Other _____
- How much deposit can you pay? R *Levy*
- How much can you afford to pay as a monthly instalment? R *200/00*
- When can we do your delivery (date and time)? *Am*
- Do you know what to do if you have a problem with your goods or if you cannot pay your instalment in time? Yes No

Branch Manager's signature _____

Customer's signature _____

CREDIT MANAGER

- Confirm all details on the proposal:
 - I.D.
 - Work address
 - Home address same as Delivery address
 - Friends and relatives
 - Payslip
 - Superior
 - Tel. no.'s
 - Goods purchased
- Explain financial details:
 - Deposit to be paid R _____ Instalment required R _____
 - Finance charges CPI and why
 - EOM/Delivery charges
- Explain when first instalment is due and what the customer must do if there is a problem with paying the account every month or a complaint exists with the goods.

Please confirm that you understand what to do: Yes No

Credit Manager's signature _____

Customer's signature _____

his Policy:

"Accidental/Accident" shall mean an event caused by sudden, violent and external means.

"Agreement" shall mean the Agreement entered into between JDG Trading and the Insured in terms of which the Insured purchased the Goods from JDG Trading, or the loan Agreement entered into between JDG Trading and the Insured.

"Goods" shall mean the Goods purchased from or pledged to JDG Trading in terms of the Agreement, but excluding any item given by any JDG Trading to the Insured for no consideration or for a consideration less than its market value on date of purchase.

"Insured Event" shall mean the events contemplated in 2.

"Insured" shall mean the Insured identified in 1.

"Insurer" shall mean RMB Structured Insurance Limited, a public company duly licenced and registered as an Insurer in the Republic of South Africa with Registration Number 1952/000436/06.

"JDG Trading" shall mean JDG Trading (Proprietary) Limited, a private company duly incorporated in the Republic of South Africa with Registration Number 1958/003362/07, trading as Bradlows, Russells, Joshua Doore, Giddies Electric Express, Price 'n Pride, Hi Finance, Barnetts and Morkels.

"Premium" shall mean the consideration payable by the Insured to the Insurer in return for the cover granted in terms of this Policy, and shall include amounts paid in advance on account of Premium that will be due on fulfilment of the suspensive conditions referred to in 4.3.

"Theft" shall mean Theft of the Goods where forced entry is involved.

CONDITIONS

Compliance with all the conditions of this Policy shall be a condition precedent to the enforcement of any benefits hereunder by the Insured.

Misrepresentation, mis-description or non-disclosure in any material respect upon application for this insurance shall render voidable the particular item of the Policy affected by such misrepresentation, mis-description or non-disclosure.

The Insured shall not be entitled by reason of the existence of this Policy, or having instituted action against the Insurer, to withhold any payment due to JDG Trading in respect of the Agreement or to refuse to comply with any of its terms and conditions.

On the happening of any Insured Event which may result in a claim under this Policy, the Insured shall, at his/her own expenses:

- 7.4.1. give notice thereof to JDG Trading as soon as reasonably possible and provide particulars of any other insurance covering such events as are hereby Insured;
- 7.4.2. as soon as practical after the Insured Event, inform the police of any claim involving Theft of the Goods and take all practical steps to discover the guilty party and to recover the stolen Goods; and
- 7.4.3. within 14 (fourteen) days after the happening of the Insured Event, submit to JDG Trading full details in writing of any claim.

No claim shall be payable after the expiry of 6 (six) months from the happening of any Insured Event unless the claim is the subject of pending legal action.

In the event of a claim being rejected and legal action not being commenced within 6 (six) months after such rejection, all benefits afforded under this Policy in respect of any such claim shall be forfeited.

Non-compliance with the notice periods in this Policy shall result in a forfeiture of the benefits in terms hereof.

All rights under this Policy which have already accrued shall cease in the event of cancellation of the Agreement.

If, after the meeting or payment of the claim in terms of this Policy in respect of lost or stolen Goods, the Goods or any part thereof is located, the Insured shall render all assistance in the identification and physical recovery of such Goods if called upon to do so by the Insurer, provided that the Insured's reasonable expenses in rendering such assistance shall be reimbursed by the Insurer. Should the Insured fail to render assistance in terms of this condition when called upon to do so, the Insured shall immediately become liable to repay/return to the Insurer, all amounts paid or Goods replaced in terms of this Policy.

On the happening of any Insured Event in respect of which a claim is or may be made under this Policy, the Insurer and every person authorised by it may without thereby incurring any liability and without diminishing the rights of the Insurer to rely upon any conditions of this Policy:

- 7.10.1. take or keep possession of any damaged Goods and deal with it in any reasonable manner. These conditions shall be evidence of the leave and licence of the Insured to the Insurer to do so. The Insured shall not be entitled to abandon any Goods whether taken possession of by the Insurer or not;

- 7.10.2. take over and conduct in the name of the Insured the defence or settlement of a claim and prosecute in the name of the Insured for their own benefit any claim for indemnity or damages or otherwise and shall have full discretion in the conduct of any proceedings and in the settlement of any claim. No admission, statement, offer, promise, payment or indemnity shall be made by the Insured without the written consent of the Insurer; and

- 7.10.3. the Insured shall, at the expense of the Insurer, do and permit to be done all such things as may be necessary or reasonably required by the Insurer for the purpose of enforcing any rights to which the Insurer shall be or would become subrogated upon indemnification of the Insured whether such things shall be required before or after such indemnification.

- 7.11. If any claim under this Policy is in any respect fraudulent or if any fraudulent means or devices are used by the Insured or anyone acting on his/her behalf or with his/her knowledge or consent to obtain any benefit under this Policy, or if any Insured Event is occasioned by the wilful act or with the connivance of the Insured, the benefit afforded under this Policy in respect of any such claim shall be forfeited.

- 7.12. Unless otherwise provided, nothing in this Policy shall confer any rights upon any person other than the Insured.

6. EXCLUSIONS: LOSS, DAMAGE OR THEFT

In no case will the benefits under this Policy be applicable in respect of loss, damage or Theft arising directly or indirectly from:

- 8.1. civil commotion, labour disturbances, riot, strike or lock-out;
- 8.2. war, invasion, act of foreign enemy, hostilities, warlike operations (whether war be declared or not) or civil war;
- 8.3. mutiny military, rioting military or usurped power, martial law, state of siege or any other event or cause which determines the proclamation or maintenance of martial law or state of siege;
- 8.4. insurrection, rebellion or revolution;
- 8.5. any act (whether on behalf of any organisation, body or person or group of persons) calculated or directed to overthrow or influence any State, Government, local or tribal authority with force or by any means of fear, terrorism or violence;
- 8.6. any act which is calculated or directed to bring about loss or damage in order to further any political aim, objective or cause or to bring about any social or economic change, or in protest against any State, Government, provincial, local or tribal authority, or for the purpose of inspiring fear in the public or any section thereof;
- 8.7. any attempt to perform any act referred to in clause 8.1 to 8.6 above;
- 8.8. the act of any lawfully established authority in controlling, preventing, suppressing or in any other way dealing with any occurrence referred to in clauses 8.1 to 8.6 above, the burden of proof shall rest on the Insured;
- 8.9. loss or damage caused directly or indirectly by or through or in consequence of any occurrence for which a fund has been established in terms of the War Damage Insurance and Compensation Act, 1976 (No. 95 of 1976);
- 8.10. consequential loss of any description;
- 8.11. Theft from any premises unless such Theft is accompanied by forcible violent entry to or exit from such premises;
- 8.12. Theft from any unattended vehicle unless:
 - 8.12.1. the property is contained in a completely closed and securely locked portion of the vehicle so as to be out of sight of any visual inspection from outside the vehicle; or
 - 8.12.2. the vehicle is locked and housed in a securely locked building of substantial construction.
- 8.13. loss or damage arising from inherent vice, wear and tear, gradual deterioration, rust, depreciation, moths, vermin, any process of cleaning, dyeing, bleaching, altering, repairing, restoring, action, light or atmospheric condition or other gradually operating causes;
- 8.14. loss of or damage to property arising from its own mechanical or electrical breakdown;
- 8.15. breakage of articles of a brittle or fragile nature not due to fire, Theft, explosion, earthquake, flood or accident to any conveyance;
- 8.16. loss of or damage to sporting equipment whilst in course of play;
- 8.17. denting, chipping, scratching or cracking; and
- 8.18. confiscation, detention, requisition or nationalisation whether by customs or other authority.

2004/07026/FSP



FINANCIAL SERVICES BOARD

LICENCE No. 3247

FINANCIAL SERVICES PROVIDER
Financial Advisory and Intermediary Services Act, 2002

It is hereby certified that with effect from 11 August 2005

JDG TRADING (PTY) LTD

IS LICENSED AS A FINANCIAL SERVICES PROVIDER IN TERMS OF SECTION 8 OF THE
FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT, 2002 (ACT No. 37 OF 2002)
subject to the conditions and restrictions set out in the Annexure



REGISTRAR OF FINANCIAL SERVICES PROVIDERS

This document to be displayed in terms of section 8(8)(a) of the Act. The Annexure to be available for the information of clients.

2004/07026/FSP

ANNEXURE**FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT, 2002****CONDITIONS AND RESTRICTIONS****Licence no : 3247****Issued to : JDG TRADING (PTY) LTD****1. The licence authorises the licensee to carry on business in respect of****Financial intermediary services as Financial Services Provider in respect of the following products :**Short-term Insurance : Category Personal Lines**2. Further conditions/ restrictions:**

- 1 The financial services provider must inform the Registrar in writing, by facsimile or in an appropriate electronic format, within 15 days after the change has taken place, of any change in respect of business information of the financial services provider as provided in Form FSP1, FSP3, FSP4, FSP9, FSP10, FSP10A or FSP11, respectively, of the Application Form which was submitted by the provider for purposes of obtaining a licence, and in particular relating to the provider's representatives, auditor, compliance officer or any foreign clearing firm or foreign forex service provider involved (if any) and nominee company or independent custodian involved or the shareholders, directors or trustees of any such company or custodian (if any).
- 2 The financial services provider must at all times during the currency of the provider's licence maintain the services of any key individual or key individuals mentioned in the information submitted on the said Application Form, and must as regards changes in respect of such information relating to a key individual, or appointment of a new key individual, of the provider, in addition to acting also in such cases in accordance with the procedure and time limit set out in Condition 1, also ensure full compliance with section 8(4)(b) of the Act, the provisions of which must be regarded as included in this Condition.
- 3 The financial services provider must within one month of the date contemplated in section 7 of the Act, submit a copy of the register kept in terms of section 13(3) of the Act to the Registrar, and must thereafter in accordance with the procedure and time limit set out in Condition 1, inform the Registrar of any change effected to the details as contained in that register.
- 4 The financial services provider must not in any manner change the name of the financial services business as reflected on the licence concerned, or carry on any

2004/07028/FSP

ANNEXURE**FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT, 2002****CONDITIONS AND RESTRICTIONS**

financial services business under such a changed name, unless- (a) the provider has fully complied with the provisions of any other law than the Act which regulates such change of business name (if any); (b) the provider has fully disclosed to the Registrar the details of such compliance with such other law; (c) the Registrar is satisfied that such change of name is otherwise lawful and has approved such change of name; and (d) the Registrar has issued to the provider an appropriately amended licence under the provisions of section 8(5)(b)(i) of the Act.

- 5 The financial services provider must at all times ensure that any financial product in respect of which the provider intends to render a financial service, qualifies as a financial product contemplated in the Act and is or will be lawfully issued by the relevant product supplier by virtue of an authority, approval or right granted to such supplier under a law as contemplated in the definition of 'product supplier' in section 1(1) of the Act.

Applicable exemptions (if any):

- Exemption of financial services providers from paragraph 5(2) of the Fit and Proper Requirements (Board Notice 96 of 2003)
- Exemption of financial services providers as regards to representatives (Board Notice 95 of 2003)
- Exemption of licensees as regards display certified copies of licences (Board Notice 40 of 2004)
- Exemption of licensees as regards references to licences in business documentation (Board Notice 71 of 2004)

JDG
TRADING



GROUP DIRECTIVE

DATE: 05 OCTOBER 2004
REF: GD04.0021
RE: FINANCIAL ADVISORY AND INTERMEDIARY
SERVICES ACT OF 2002 (FAIS ACT)

The above act became law on 01 October 2004.

In terms of this act, no person may give advice regarding financial services unless that person is suitably qualified and is registered with the Financial Services Board. Financial services include insurance products. From 01 October 2004, it is a criminal offence for any unregistered person to give advice regarding such products.

JDG Trading sells three products, which are affected by this act, i.e., Life Insurance, Goods Insurance and Extended Guarantees.

The implications of this act can have serious consequences for both the Company and the relevant employees, if an unregistered person gives advice. The law provides for fines and prison sentences and the suspension of the group's licence to sell the above products. Therefore it is vitally important that operations management, at all levels, (Business Managers, Regional Managers, General Managers, Chain Executives) ensure that the implications of the act are properly understood, especially by Business Managers and Salespeople and that the following instructions are meticulously carried out. It is also very important that Business Managers, Credit Managers and Salespeople know and understand the contents, terms and conditions of the various Insurance policies, "Free Choice" document, and Extended Guarantee document.

1. Understanding the Difference between Factual Information and Advice

- 1.1 The act stipulates that only "qualified" and registered financial advisors may give advice. However, anyone may point out factual information to a customer. The terms and conditions, printed on the documents, are factual information.
- 1.2 Let's examine a few examples: -
 - 1.2.1 *A customer asks the salesperson; "Can I provide my own insurance. I have a SANTAM policy." The salesperson hands the customer the "Free Choice" document and points out clauses 2, 2.1 and 2.2 to the customer. The salesperson has given factual information, not advice.*
 - 1.2.2 *The customer then asks the salesperson; "Which is better for me? Should I use my SANTAM policy or should I take the policy, which you are offering me through RMB Structured Insurance?" If the salesperson answers this question, it would be*

giving advice and the salesperson would be breaking the law. Therefore the salesperson needs to inform the customer; "In terms of the FAIS act I am not legally allowed to answer that question. Please come with me and let me introduce you to our registered, in-store, financial services advisor." The salesperson then introduces the customer to the Business Manager or the Credit Manager, both of whom are registered with the Financial Services Board and therefore are permitted to give advice.

1.2.3 A customer asks a salesperson; "What is covered under the policy and what is excluded?" *The salesperson hands the policy documents to the customer and points out clause 3 and clause 8 on both policies. The salesperson has not given advice. He/she has merely pointed out factual information.*

1.2.4 The customer asks the salesperson; "The Hi Fi, which I am purchasing is for my daughter's flat at university. What must I do to ensure that the insurance remains valid?" *If the salesperson answered this question, it would be giving advice. The salesperson must, therefore, take the same action as in 1.2.2, above.*

1.2.5 *Exactly the same principles apply to Extended Guarantees.*

Registered Personnel at Head Office.

The Chief Executives of Operating Divisions I & II have been registered with the Financial Services Board as Representatives and "Key Individuals" of JDG Trading (Pty) Limited. In addition the insurance claims clerks of each chain have also been registered with the Financial Services Board.

Registered Personnel at Business Unit (Branch) level.

1 Head Office is in the process of registering every Business Manager and every Credit Manager at every Business Unit in RSA.

2 On a monthly basis, Corporate Human Resources Department will update the list of registered Business Managers and Credit Managers with the previous month's appointments and terminations and ensure that the new appointments are registered.

Salespeople

Salespeople may not give any kind of advice regarding Life Insurance, Goods Insurance or Extended Guarantees. They may, however, point out factual information, as we have illustrated in the above examples.

All currently employed salespeople must sign the enclosed "Statutory Changes to Conditions of Employment in respect of the provisions of the Financial Advisory and Intermediary Services Act of 2002" (attached as Annexure A). The signed copy of this document must be kept in the respective employee's personnel file. The employee must be given a copy.

Letters of appointment for all future appointments of salespeople must contain this agreement and condition of employment.

A training session for salespeople and other staff who deal with customers must be conducted in every Business Unit in RSA, using the enclosed document, "Salesperson's Guide to Selling Insurance Products and Extended Guarantees" (attached as Annexure B). All salespeople must be given a copy of this document.

- 4.5 A new document must be supplied by Group Stationery Department, which explains to customers the restrictions of this act. This "note", (attached as Annexure C), will be handed to customers, together with the insurance documents. (Initially, 10 copies will be supplied to each Business Unit. Salespeople must retrieve them from customers, once they have read them).

5. Other Staff that deal with Customers

- 5.1 Other staff such as credit controllers or clerks who make out insurance claims and stock clerks who handle claims under Extended Guarantees, must be made aware of the fact that they may not offer any advice or guidance and that they will be committing a criminal offence if they do so.

6. Business Managers and Credit Managers

- 6.1 Registered Business Managers and Credit Managers may give advice and guidance regarding Insurance products and Extended Guarantees to customers who are referred to them by salespeople. It is therefore essential that they are familiar with and fully understand the relevant policy documents and the terms and conditions thereof.
- 6.2 Sections 8 and 9 of the General Code of Conduct, issued in terms of Section 15 of the Financial Advisory and Intermediary Services Act of 2002, require that record be kept of each instance where advice has been given. These records must be kept for 5 years. On request by the Financial Services Board, they must be submitted within 7 days of the request. To facilitate this requirement, the following procedure must be followed:
- 6.2.1 Each Business Manager and Credit Manager must keep an A5 Duplicate Pen Carbon book for recording the advice given.
- 6.2.2 The details, which must be recorded, are:
- o Customers Name and Address
 - o Date
 - o Account Number
 - o Advice given
- 6.2.3 The top copy of the recorded advice must be filed with the deal documentation.

7. Internal Audit

- 7.1 Internal Audit procedures should be amended to ensure compliance with this act.

JDG
TRADING

GROUP DIRECTIVE



DATE: 12 OCTOBER 2004
REF: GD04.0022
E: FAIS ACT

Please refer to Group Directive GD04.0021 dated 5th October 2004

Please take note that all instructions and references, in the above-mentioned Group Directive, which pertain to salespeople, are equally applicable to credit controllers or clerks, who capture deals, or have dealings with customers.

Business Managers and Regional Managers must ensure that the necessary training is implemented in this regard.

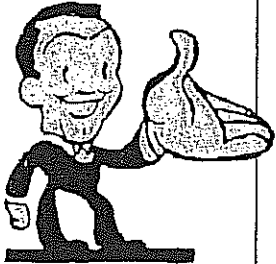
POLICY & PROCEDURE ADMINISTRATOR

Module 3
**FINANCIAL ADVISORY AND INTERMEDIARY
 SERVICES ACT OF 2002 (FAIS ACT)**

OUTCOME

When you have completed module 3 you will

- Understand the FAIS Act
- Understand the implications of the FAIS Act for all employees who deal with customers
- Know the difference between advice and factual information



terms of the Financial Advisory and Intermediary Services Act, no person may give advice regarding Financial Services unless that person is suitably qualified and is registered with the Financial Services Board.

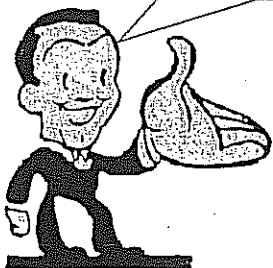
Financial services include insurance products and it is a criminal offence for any unregistered person to give advice on these products.

JDG Trading sells two (2) products that are affected by the FAIS Act

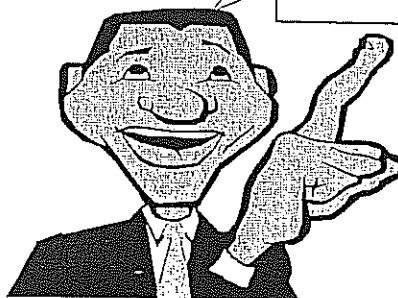
1. Life insurance
2. Product insurance

The act stipulates that only qualified and registered financial advisors may give advice.

I am a salesperson; can I give advice to customers on product and life insurance?

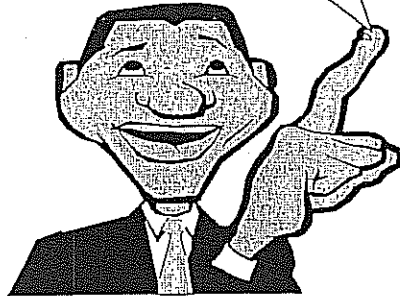


No, you can only give factual information.



Are credit controllers and stock controllers allowed to give advice to customers when they complete insurance claims?

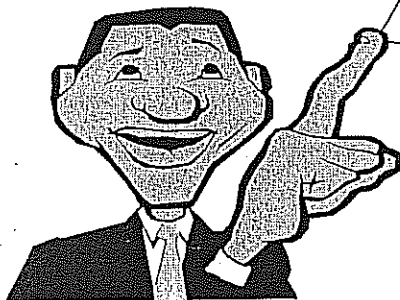
No – if they do this they will be committing a criminal offence. They may only give factual information.



Who is allowed to give advice and guidance to customers on life and product insurance?

Only **registered** business managers and credit managers are allowed to give advice to customers regarding life insurance and product insurance.

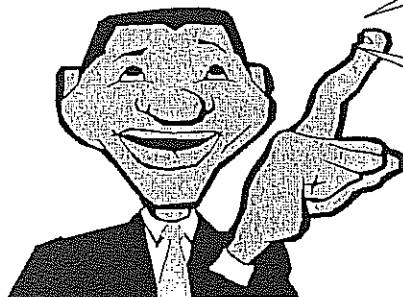
The JD Group registers all business managers and credit managers to perform this function.



How do I inform customers of this?

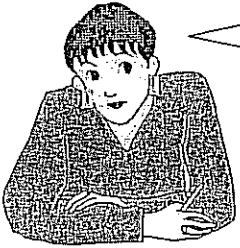
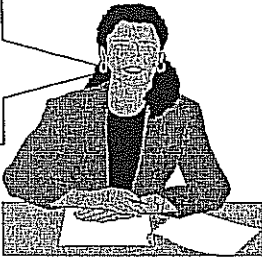





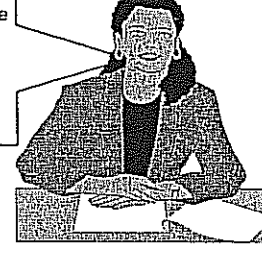
By making sure that the customer reads annexure C of GD04.0021

The business manager is responsible for ensuring that a laminated copy of **annexure C** is available at the desk of everyone in the business unit who deals with customers.

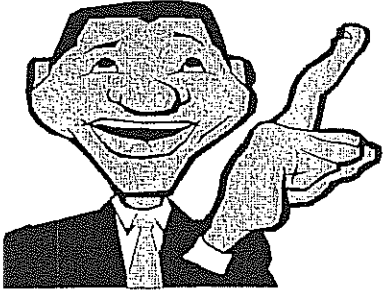


The difference between factual information & advice

order to clarify the difference, let's look at a few examples of factual information

 <p>Can I provide my own insurance?</p>	<p>Here is the 'Free Choice' document. Please look at clauses 2.1 and 2.2</p> 
 <p>Which is better for me? Should I use my SANTAM policy or the one you are offering through RMB?</p>	<p>In terms of the FAIS Act, I am not legally allowed to answer that question. I will introduce you to our registered in-store financial services adviser who will be able to assist you.</p> 
 <p>What is covered under the policy and what is excluded?</p>	<p>Please look at clause 3 and 8 on these policy documents – this will answer your question.</p> 
 <p>The Hi Fi that I am buying is for my daughter's room at college. What must I do to ensure that the insurance remains valid?</p>	<p>Please look at clause 3 and 8 on these policy documents – this should answer your question.</p> 

Note that the credit controller in these examples is giving information to the customer that is based on facts. She is not giving the customer financial advice.



SELF CHECK

The FAIS Act stipulates that no person may give advice regarding Financial Services unless the person is suitably qualified and is registered with the Financial Services Board?

T	F
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What 2 products sold by JDG Trading does the FAIS Act affect?

- 1.
- 2.

Give one example of factual advice that may be given to a customer.

Which employees in the JD Group are allowed to give advice to customers on insurance products (both life and product insurance)?

ANNEXURE A

STATUTORY CHANGES TO CONDITIONS OF EMPLOYMENT IN RESPECT OF THE PROVISIONS OF THE FINANCIAL ADVISORY AND INTERMEDIARY SERVICES ACT OF 2002.

I hereby acknowledge and agree that I have been made aware of the terms and conditions of the Financial Advisory and Intermediary Services Act of 2002 and that I understand that: -

1. I am not permitted to give advice or guidance to any person regarding any insurance related products or services.
2. I am required to inform prospective customers that insurance is required if the customer wishes to purchase goods on credit and that the customer has a free choice regarding the purchase of the insurance, as set out in the "Free Choice Document".
3. In the event that the customer opts for the insurance products offered by the company, through RMB Structured Insurance, I must hand the policies and the other statutory documents and the explanatory note to the customer for perusal.
4. I understand that I may not respond to questions or enquiries regarding the insurance products and that I may not give advice or exercise any judgement with regard to the insurance products under any circumstances as this would constitute an offence under the above mentioned act.
5. If the customer requires advice or guidance, of any nature, regarding the insurance products, I am required to direct the customer to the in-store registered FAIS representative, usually being the Business Manager or Credit Manager.
6. I understand that I am permitted to point out factual information to customers by referring them to the relevant clauses, printed on the relevant documents.

ACKNOWLEDGEMENT OF RECEIPT AND ACCEPTANCE

Employee Name :

Employee Number :

Date :

Signature :
I hereby acknowledge receipt, understanding and acceptance of the contents of this document.

Witness 1 :

Witness 2 :
We, the witnesses hereby verify that the above information was communicated to the employee named above.

ANNEXURE B

SALESPERSON'S GUIDE TO SELLING INSURANCE PRODUCTS AND EXTENDED GUARANTEES

1. You may not provide any advice or guidance regarding insurance products or extended guarantees, nor may you answer customers' questions, which require you to exercise judgement regarding those products, as you are not registered with the Financial Services Board under the FAIS Act of 2002. If you do so, you will be committing an offence, which could lead to a fine or a criminal sentence.
2. You are required to inform prospective customers that insurance is required if the customer wishes to purchase goods on credit.
3. You must inform the customer that he/she has a free choice regarding the insurance and you must request the customer to read and sign the "Free Choice Document".
4. If the customer opts for the insurance products which we offer, via RMB Structured Insurance, or for an Extended Guarantee on the products he/she wishes to purchase, you must hand all the policies and related documents to the customer, plus the new note regarding the FAIS Act and request him/her to peruse them. You may not answer any questions, which require you to exercise judgement or express an opinion, nor may you give any advice.
5. Should the customer have any questions you must take him/her to the registered FAIS representative in your store. This will be the Business Manager or the Credit Manager.
6. You are, however, entitled to provide the customer with any **factual information**. This is information, which is printed on the various insurance or extended guarantee documents. When you point out this factual information to a customer, you should do so by handing him/her the relevant document and by pointing out the relevant clauses in the document.

ANNEXURE C

Dear Customer,

RE: FINANCIAL ADVISORY AND INTERMEDIARY SERVICES
ACT OF 2002

In terms of this Act: -

1. Our employee will assist you in completing the policies for Credit Insurance and will fill in the details provided by you.
2. Our employee cannot and may not give you any advice regarding these policies.
3. If you want any advice or if you want to speak to someone who can exercise any judgement in relation to these insurances, please ask our employee to direct you to the in-store registered FAIS representative.
4. Kindly therefore note that the employee will only provide clerical or administrative services to you and if you want any financial services you must speak to the in-store registered FAIS representative.

/04/2007 13:47

011-408-0729

BARNETTS -

0355501117

-APR-2007 13:21

BAR MTUBATUBA NO:1

**AS THE DIVISIONAL CREDIT MANAGER OF BARNETTS DIVISION 4
I WOULD LIKE TO ENLIGHTEN YOU AS TO THE PROCEDURE BEING
FOLLOWED WHEN PURCHASING GOODS FROM A BARNETTS BUSINESS UNIT.**

1. ON ENTERING THE BUSINESS UNIT ,THE CUSTOMER IS GREETED BY A SALES ADVISOR WHO WILL THEN ASSIST THE CUSTOMER IN CHOOSING THE FURNITURE THEY REQUIRE.
2. ONCE THE CUSTOMER HAS MADE HER CHOICE, THE SALES ADVISOR WILL THEN COMPLETE A **CUSTOMER PRO-FORMA ORDER.**
3. THE CUSTOMER IS THEN REFERRED TO THE BUSINESS UNIT MANAGER FOR A FURTHER INTERVIEW.
4. AT THIS INTERVIEW ,THE BUSINESS UNIT MANAGER **GENERATES A QUOTATION** WHICH ENABLES THE CUSTOMER TO HAVE A CLEAR PICTURE OF THE FOLLOWING;
 - A) THE COST OF THE GOODS
 - B) THE CHARGES
 - C) THE CONTRACT PERIOD
 - D) THE MONTHLY INSTALMENT
 - E) THE DEPOSIT REQUIRED
5. THIS IS THEN EXPLAINED TO THE CUSTOMER AND IF SHE IS IN AGREEMENT WITH THIS QUOTATION, SHE THEN SIGNS AND IS THEN REFERRED TO THE CREDIT DEPARTMENT FOR THE DEAL TO BE CAPTURED ON THE COMPUTER.
6. THE CREDIT CONTROLLER THEN CAPTURES THE INFORMATION PROVIDED BY THE CUSTOMER.
7. WHEN THIS PROCESS IS COMPLETED THE CREDIT CONTROLLER THEN REFERS THE CUSTOMER TO THE CREDIT MANGER WHO CONDUCTS THE FINAL INTERVIEW.
8. THE CREDIT MANAGER VERIFIES THAT ALL THE INFORMATION THAT HAS BEEN CAPTURED BY THE CREDIT CONTROLLER IS CORRECT AND AS PER THE CUSTOMER. SHE THEN GOES ON TO EXPLAIN ALL THE DOCUMENTATION PERTAINING TO THE CONTRACT NAMELY :
 - A) TYPE OF CONTRACT CHOOSEN (HP OR LOAN)
 - B) EXTENDED GUARANTEE
 - C) FREE CHOICE DOCUMENT REGARDING INSURANCE
 - E) THE INSURANCE AND WHAT IS COVERED BY IT.
9. THE MONTHLY INSTALMENT AND THE DUE DATE OF THE SAME IS ALSO EXPLAINED.
10. SHOULD THE CUSTOMER ACCEPT THE TERMS AND CONDITIONS , THE CONTRACT IS THEN SIGNED BY THE CUSTOMER AND ALL THE PARTIES CONCERNED. **A COPY OF THE SIGNED DOCUMENTATION IS THEN HANDED TO THE CUSTOMER .**

**AS MANAGMENT I AM NOT AWARE OF ANY DEVIATION FROM THIS PROCEDURE AND
NEITHER HAVE I ON MY BRANCH VISITS OBSERVED ANY DIVIATION FROM THE SAME.**

DEIRDRE SHARON SCHARNICK
DIVISIONAL CREDIT MANAGER



From: Renee Griessel [mailto:reneeg@jdg.co.za]
Sent: 20 September 2007 10:22 AM
To: David Davidson
Cc: Debbie Larnder
Subject: Gumedede- FOC 3087/06-07

Dear David

I apologise for the delay in our response to your email. Apart from having been trapped in various meetings the whole week, it was quite an exercise to gather all the pieces amongst all the papers I received from you, RMBSI and Barnetts.

I have now established that the "waybill" referred to by Mr. Toy de Klerk in his letter to yourself dated 23 January 2007, is indeed the **Schedule to Loan Agreement** that serves as a "waybill". There is no actual "waybill". I gather from the various correspondences that you are in possession of the Schedule to Loan Agreement. This schedule all costs and charges.

Please advise how the customer would like to see this matter settled. I would like to see if we can settle this matter without further delay

Kind regards
Reneé Griessel
Corporate Executive – Legal, Compliance and Insurance Services
JD Group Ltd

Tel 011 718 6252
Fax 011 423 2967
Cell 082 378 1103
Email renege@jdg.co.za

B34

Charles Pillai

From: David Davidson
Sent: 07 January 2008 02:16 PM
To: Charles Pillai
Subject: FW: Gumede- FOC 3087/06-07

David Davidson
 BA, LLB.CFP™. Adv Post Grad Dipl in Financial Planning
 ASSISTANT OMBUD
 OFFICE OF THE OMBUD FOR FINANCIAL SERVICE PROVIDERS
 Tel: (012) 470 9080
 Fax: (012) 348 3447

From: Samantha Du Plessis [mailto:samanthab@jdg.co.za]
Sent: 20 November 2007 04:21 PM
To: David Davidson
Subject: FW: Gumede- FOC 3087/06-07

Dear David,

Please accept our apologies for the delay in response to your query.

We have received the following explanation and confirmation from the Debtors department in Barnetts:

"The mentioned amount of R181.88 (Extended Guarantee) was added to the price of the goods and reflects as part of the cost selling price of R2779.88

If you require any further assistance please do not hesitate to contact me.

Kind Regards
 Samantha

From: David Davidson [mailto:david@faisombud.co.za]
Sent: 12 November 2007 09:40 AM
To: Renee Griessel
Subject: RE: Gumede- FOC 3087/06-07

Dear Ms Griessel

Thank you for your mail.

Complainant has confirmed that she has been refunded the delivery charges.

I would also appreciate it if you would advise as to whether the R181.88 relating to the extended guarantee contract was added to the price of the goods and hence reflected as part of the cash price of R2 779.88 or whether same was added as part of the insurance price of R1 344.47.

Regards

David Davidson
 BA, LLB.CFP™. Adv Post Grad Dipl in Financial Planning
 ASSISTANT OMBUD