

LANGUAGE POLICY

OF ASSUPOL LIFE

relating to credit agreements as required in

THE NATIONAL CREDIT ACT, 2005

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An Authorised Financial Services and Credit Provider

LANGUAGE POLICY

1 INTERPRETATION

- 1.1 In this Policy, unless inconsistent with or otherwise indicated by the context –
- 1.1.1 “**Act**” means the National Credit Act 34 of 2005, and includes a schedule to the Act, a regulation made or a notice issued thereunder;
- 1.1.2 “**Assupol**” means Assupol Life, a body corporate at common law and long term insurer in terms of the Insurance Act, with its principal place of business situated at 308 Brooks Street, Menlo Park, Pretoria;
- 1.1.3 “**Insurance Act**” means the Long-Term Insurance Act 52 of 1998;
- 1.1.4 “**NCR**” means the National Credit Regulator established in terms of the Act;
- 1.1.5 “**Regulations**” means the regulations promulgated in terms of the Act in Government Gazette No. 28864 under regulation 489 on 31 May 2006;
- 1.1.6 “**the/this Policy**” means the language policy of Assupol as prescribed in the Act and relating to matters therein as contained in this document including all appendices (if any) hereto.
- 1.2 Any capitalised term used in this Policy that is defined in the Act shall in this Policy have the meaning ascribed thereto in the Act.

2 INTRODUCTION

- 2.1 Section 63 of the Act amongst others provides the following, namely that –
- 2.1.1 a Consumer has a right to receive any document that is required in terms of the Act in an official language that the consumer reads or understands, to the extent that is reasonable having regard to usage, practicality, expense, regional circumstances and the balance of the needs and preferences of the population ordinarily served by the person required to deliver that document;
- 2.1.2 if the producer of a document that is required to be delivered to a Consumer in terms of the Act is a registrant in terms of the Act, that person must –
- 2.1.2.1 make a submission to the National Credit Regulator proposing to make such documents available in at least two official languages; and



- 2.1.2.2 offer each Consumer an opportunity to choose an official language in which to receive any document, from among at least two official languages as determined in accordance with a proposal that has been approved by the National Credit Regulator;
- 2.1.3 The proposal may propose-
 - 2.1.3.1 the same official languages for use throughout the Republic; or
 - 2.1.3.2 different official languages for use in different parts of the Republic.
- 2.1.4 The National Credit Regulator must-
 - 2.1.4.1 consider each proposal in terms of section 63(2) of the Act having regard to usage, practicality, expense, regional circumstances and the balance of the needs and preferences of the population ordinarily served by the person making the proposal; and
 - 2.1.4.2 either-
 - 2.1.4.2.1 approve the proposal; or
 - 2.1.4.2.2 require the person making the proposal to submit a fresh proposal, if the National Credit Regulator concludes that the proposal does not adequately provide for the maximum practicable enjoyment of the right of the Consumer set out in 2.1.1.
- 2.2 This Policy records the terms of the proposal of Assupol in respect of its language policy relating to credit agreements as is required in terms of section 63 of the Act, as approved by the National Credit Regulator on 1 March 2010 (“**Approval Date**”). This Policy is effective with effect from the Approval Date.

3 THE BUSINESS OF ASSUPOL

- 3.1 The objectives of Assupol includes the following, namely to -
 - 3.1.1 provide for, and to conduct long-term insurance business as determined from time to time by its board of directors, subject to the provisions of the Insurance Act;
 - 3.1.2 provide funds for the benefit of its policyholders, their nominees or dependants; and
 - 3.1.3 conduct such other business as the board of Assupol may determine from time to time.
- 3.2 The conclusion of Credit Agreements by Assupol with Consumers are at present generally limited to the following, namely –
 - 3.2.1 policy loan agreements (“**Policy Loans**”). Certain policyholders of Assupol may request loans from Assupol with the available values on their policies acting as security;



- 3.2.2 employee loan agreements (“**Employee Loans**”). Assupol grants loans to certain of its employees, including housing loans, personal loans, and loans to acquire motor vehicles and bursary agreements;
- 3.2.3 acknowledgments of debt (“**Acknowledgments of Debt**”). Assupol concludes general Acknowledgments of Debt with its normal trade debtors from time to time as part of its standard debt collection procedures. The majority of these Acknowledgments of Debt are concluded with Assupol’s representatives in respect of the repayment of commission earned due to the breach of the contractual relationship between Assupol and such representative.
- 3.3 Assupol has a proud history of 95 years, and has a nationwide footprint throughout the Republic.
- 3.4 The current policy of Assupol is to make available all its Credit Agreements in English, which in our experience is currently the business language of choice in the Republic. We have experienced a very insignificant demand for documents in languages other than English. Requests for verbal assistance in respect of Credit Agreement in languages other than Afrikaans and English have however been more frequent, and we have generally taken all steps to assist the relevant Customers in the language of their choice by Assupol employees that were able to do so.

4 DETAILS OF THE POLICY

4.1 Policy Loans and Acknowledgments of Debt

4.1.1 Pre-agreement statement, quotation and credit agreement

4.1.1.1 The documentation required to be sent to a Consumer to constitute a valid Credit Agreement in respect of Policy Loans and Acknowledgments of Debt, namely the pre-agreement statement, quotation and credit agreement, will be available in English.

4.1.1.2 In addition, translated versions of the pre-agreement statement, quotation and loan agreement will be available upon request from the Consumer in Xhosa, Zulu, Sotho, Tswana and Afrikaans. Due to the limited expected usage of the documents translated in these languages, and in order to save costs, the translated documents will not be distributed nationally, but stored at the Assupol Head Office and only forwarded to the relevant branch office for distribution to the Customer where and to the extent that such a request is received from a Consumer.



4.1.1.3 Notwithstanding the provision to the Customer of the translated versions of the noted documents, the Customer would at all times be required to sign the English version of the document, and in the event of a contradiction between the English version and the translated version the English version would apply. This measure is necessary to ensure the uniform application of the terms of the Policy Loans and Acknowledgments of Debt.

4.1.2 Enforcement notice in terms of section 129

Enforcement notices in terms of section 129 will be provided in English. Enforcement notices translated in Xhosa, Zulu, Sotho and Tswana and Afrikaans will be made available to the Consumer upon request of the Consumer. The same logistical arrangements as is the case with the pre-agreement statement, quotation and loan agreement would apply to the enforcement notices. The translated enforcement notice would similarly be secondary to the English enforcement notice and in the event of a contradiction between the English and translated version, the English version would apply.

4.1.3 Marketing and advertising material

Assupol has no marketing and advertising material in respect of the Policy Loans and Acknowledgments of Debt.

4.1.4 Call Centre, Internet and branch staff

4.1.4.1 The primary language utilised by Assupol in addressing queries relating to Policy Loan Agreements by its call centre and branch staff is English.

4.1.4.2 Assupol however undertakes to continue with its standard policy of referring a query relating to the Policy Loan Agreements and a request to be assisted in the Consumer's language of choice to an Assupol employee that is able to assist in such language, where and to the extent possible.

4.1.4.3 Policy Loan Agreements are not currently addressed on Assupol's website.

4.2 Employee Loans

4.2.1 Pre-agreement statement, quotation and credit agreement

The documentation required to be sent to a Consumer to constitute a valid Credit Agreement in respect of Employees Loans, namely the pre-agreement statement, quotation and credit agreement, will be available in English and Afrikaans.



4.2.2 Enforcement notice in terms of section 129

Enforcement notices in terms of section 129 will be provided in English or Afrikaans.

4.2.3 Marketing and advertising material

Assupol has no marketing and advertising material in respect of the Employees Loans.

4.2.4 Call Centre and Internet

Queries in respect of the Employee Loans are not addressed currently through Assupol's Call Centre and/or the Internet.

5 IMPLEMENTATION

The terms of this Policy will be implemented within 3 months after the Approval Date.

