



All you need to know about the Seniors' Finance  
Home Equity Lifetime Provider (SF HELP)

A Reason to  Smile...

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# Welcome



This booklet explains the technical aspects of the Seniors' Finance Home Equity Lifetime Provider (SF HELP). It also contains an overview of the main terms and conditions that will apply. It should be read together with all of the other brochures contained in your presentation pack, which provide further information about SF HELP (including the means of calculating the interest that is applied to the loan), and the SF HELP Application Form ("the Application Form").

- In all of the documentation forming part of the presentation pack and in the Application Form, "you", "your" and "yourself" means the applicant or the applicants. If the registered owner of the home ("the security property") is one natural person, only that natural person will be the applicant. If the security property is jointly registered in the names of both partners (either by marriage or civil partnership), or the partners are married or joined in community of property, then both of them will be the applicants. If the registered owner of the security property is a legal entity (a company, close corporation or a trust), then the legal entity will be required to stand as surety for the obligations of the applicant/s under the Loan Agreement, and a continuing covering mortgage bond will be required to be registered over the security property in favour of us and, in such instance, "you", "your" and "yourself" will then mean the natural person/s making the application for whom the legal entity will be acting as surety.
- "We", "us" and "our" means Seniors' Finance (Pty) Ltd.
- "Loan Agreement" means the Loan Agreement consisting of the Quotation, the General Terms, the Loan Details, the Continuing Covering Mortgage Bond or Sectional Covering Mortgage Bond and the Suretyship (if applicable).
- While we will explain how the SF HELP loan ("the loan") works, we do not provide financial planning or legal advice. You may wish to consider obtaining independent legal advice before you make application for a loan. You are required to obtain appropriate independent financial planning advice from a financial adviser of your choice, but who meets our accreditation criteria, in the process of making an application for a loan. If you do not have appropriate representation in this regard, we will provide you with a list of accredited financial advisers, from which you can choose one.
- You will be required to furnish us with your financial adviser's details at the time that you complete the Application Form. Remember though, your financial adviser needs to be accredited by us. Your financial adviser will be required to explain the terms and conditions of the loan, and make sure that you fully understand the implications should you wish to sell your home or move, what will happen on your death, the tax and estate duty implications thereof, government benefits and any other related matters.
- We do not accept any responsibility in respect of any advice given by the financial adviser appointed by you.
- We strongly recommend that you discuss your intention to apply for SF HELP with your next of kin, immediate family and those individuals close to you before applying for the loan.
- SF HELP is designed primarily to release funds for lifestyle maintenance or enhancement, and is not linked to any investment product. You should review very carefully any proposal that involves borrowing to invest, as these risks can be very significant.

# How SF HELP Works



This type of loan is designed to last for the rest of your life, although it will need to be repaid when a repayment event occurs. We will, at your election, advance you the loan in the form of a lump sum or in five equal annual instalments, provided that a repayment event has not occurred in the interim, using your home as security. You are then free to use the loan proceeds for any purpose you so choose.

The repayment events are as follows:

- The termination of the Loan Agreement by yourself, at any time and for whatever reason;
- The settlement of the Loan Agreement by yourself, at any time and for whatever reason;
- In the case of an individual application - on your death, in the case of a joint application - on the death of you or your partner (either by marriage or civil partnership), although the surviving partner could then ask us to effect a substitution of debtor by way of a new SF HELP application;
- The sale of your home;
- You moving out of the house on a permanent basis for whatever reason;
- Your sequestration;
- Where a legal entity owns the home and is standing as surety for your obligations under the Loan Agreement, upon the liquidation of that legal entity;
- You commit a default under the Loan Agreement and fail to remedy such default within the time period specified by Seniors' Finance.

You will not be required to make any repayments to us until a repayment event occurs or unless you are in default of the Loan Agreement and fail to remedy such default

within the time period specified by Seniors' Finance.

The Initiation Fee detailed under "Additional Considerations" can, at your election, either be added to the loan (so long as you have not borrowed the maximum for which you are eligible), or can be paid by you, to us, separately. You only need to pay this fee if your SF HELP application is successful.

It is a requirement in applying for SF HELP that a valuation of your home is conducted, and that an appropriate valuation report is then provided to us. Your Application Form will only be considered by us once a valuation of your home has been carried out, although we will meet the costs of this valuation.

## Interest Rate

We will charge you interest on your loan at our published interest rate which is a variable interest rate that is linked to the prime rate. So, if there is a change in the prime rate, there will be a corresponding change in the interest rate. This will be added, together with any relevant fees or charges, to the amount that you borrow to form the unpaid balance of your loan account.

Interest is calculated on the daily balance of the loan account, debited monthly to your loan account at the end of each month, and needs to be repaid together with the principal debt on the occurrence of a repayment event.

Indicative interest rates can be advised by our call centre (0860 SENIOR or 0860 736 467). While we believe that our interest rates are competitive, some people might believe that they are expensive, especially when compared to the interest rates that banks typically offer in the context of "conventional mortgage bonds".

In this regard, banks won't typically extend new mortgage bonds to people over the age of 65, especially if they are no longer working, and even more so if the potential borrower of the loan does not intend to repay the loan on a monthly basis.

Another important issue is the relative size of the loans offered to our clients. Conventional mortgages are typically for much larger amounts than what we expect to lend, with the effect that our fixed costs in initiating a new loan are far higher than those applicable to conventional mortgage bonds. Our interest rates therefore need to be a little higher on the loans that we offer to our clients, in order for our business to be sustainable.

Finally, our Loan Repayment Guarantee ensures that our applicants never have to repay more than the net sale proceeds of their homes. This means that we carry the risks associated with a collapse in the property market, in addition to interest rate and longevity risks. Banks don't typically carry these risks, but we do.

## How Your Loan is Paid Off

The total amount owing to us, which includes the initial loan, any further draw downs, any unpaid fees or charges and accrued interest, will typically be repaid in full from the proceeds of the sale of your home.

If the net sale proceeds arising from the sale of your home are insufficient to cover the outstanding balance owed to us, and you have complied with all of the terms and conditions of the loan, we guarantee to make up the shortfall. Any positive difference between the net sale proceeds and the amount that needs to be paid to us as a result of the loan will be paid to you or your estate.

If you die, unless your partner (by marriage or civil partnership) inherits the home and applies for substitution of debtor in order for the loan to effectively be transferred to him/her, the executor of your estate will be responsible for winding up your estate, including the settlement of all debts, which would include any monies you owe to us. In so doing, the executor might need to sell your home. If this happens, interest on the amount owing to us will continue to accrue, and will be debited to the loan on a monthly basis at the end of each

month, until the total amount owing to us has been repaid in full.

## Keeping Track

To help you to monitor your loan, we will send you a statement every six months, reflecting details of the transactions that have taken place during the previous period, including the interest that has been applied.

We may ask you to confirm receipt of the statement, and ask you to answer a few simple questions just to ensure that your circumstances or living arrangements have not changed since your last statement, as well as to confirm that you have maintained your home and home insurance in accordance with the terms set out in the Loan Agreement.

## Your Circumstances

There are no income qualifications if you wish to apply for SF HELP, i.e. you do not need to have an income to apply - primarily because you do not need a monthly income in order to repay the loan in the normal course of events. Having said this, we are entitled to enquire about your monthly income and expenditure as part of our risk assessment in terms of the National Credit Act. You may therefore be required to furnish us with details of all sources of normal income, if any, and normal expenses incurred on a monthly basis as part of your Application Form.

Because of the nature of this type of loan, it is essential that you are able to sign the Application Form and the Loan Agreement yourself. We are therefore unable to consider any Application Forms signed under a power of attorney. If you are under any form of legal incapacity, you will not qualify for a loan.

## Size of the Loan

The maximum amount that we will consider lending to you is dependent upon your age and the age of your partner (either by marriage or civil partnership) at the time that you make your application, or your age and the age of the co-owner (who also needs to live there) in the event of your home being jointly owned, and the value of your home. In both instances, we will consider the age of the younger of the two persons (if applicable) in determining the available loan amount.

The table in our SF HELP Fact Sheet shows the minimum age requirements and the maximum amounts that we will consider lending, expressed as a percentage of the value of the home that is being extended as security. You should keep this information in a safe place for future reference.

The minimum and maximum Rand amounts that we will consider lending are also detailed in the SF HELP Fact Sheet. Please see our SF HELP Fact Sheet for more information in this regard.

## Your Age and Marital Status

The person/s that apply for SF HELP will become the borrower/s if the application is successful. The applicant/s will always need to have an interest in the security property, either as a result of their names being reflected on the title deed or as a result of having a civil partnership / marriage in community of property with the registered owner of the property.

If only one person's name is reflected on the title deed, or if you do not have a civil partnership / marriage in community of property, then only the registered owner will be the applicant and ultimately the borrower, although details of the applicant's partner (either by marriage or civil partnership) will still need to be provided in order for the application to be considered.

Either way, there can only ever be a maximum of two applicants, and both of them will need to be over 65. In the case of single applications, but where the applicant has a partner (either by marriage or civil partnership), both of them will also need to be over 65.

We will need to be provided with certified copies of all of the above persons' identity documents / passports, civil partnership / marriage certificates and the associated civil partnership / marriage contracts.

## Type and Value of Property

We will consider most types of residential properties in most areas of South Africa. Your home must be your main residence, be in good condition and be of conventional construction as determined by us in our sole discretion. In addition, your home must, in our sole and absolute discretion and irrespective of the opinion of any valuers, represent adequate security for the proposed loan.

Your home cannot be used for business or farming purposes, nor can your home be leased or rented out to any person. No occupier of your home that is not an applicant can have any right of use or occupation thereof.

Free-hold properties like free-standing houses or cluster houses would usually be acceptable security, as will sectional title properties like flats, apartments or town houses.

Retirement villages, or any other type/form of property ownership (at times including sectional title units) that don't allow the owner to recoup 100% of the full market value of the property on re-sale would not be acceptable to us. So, developments that only give occupants "life rights", or allow owners to realise less than 100% of the full market value of the property on resale would not present adequate security for the loan, as the theoretical value of this property could not and will not realistically ever accrue to the borrower. Applicants for SF HELP are required to advise us if they are contractually unable or not entitled to realise 100% of the full market value of the properties that they are offering as security for the loan.

Your home must be worth at least the minimum property value as detailed in the SF HELP Fact Sheet. There is no upper limit for the value of your home, although, as mentioned earlier, there is a maximum loan amount (as detailed in the SF HELP Fact Sheet).

You, as the applicant, must either be the owner of the home per the title deed or as a result of having entered into a marriage or civil partnership in community of property with the registered owner of the home. If the home is registered in the name of a legal entity, then you, as the applicant (and provided that you are at least 65 years of age), will apply for the loan, but special conditions will apply to the loan. For example, the legal entity will be required to stand as surety for your obligations under the Loan Agreement, and a Continuing Covering or Sectional Mortgage Bond will need to be registered over the home.

The home must be mortgage free, or if there is a nominal mortgage outstanding, this must, at our sole and absolute discretion, be repaid before SF HELP is applied for or immediately out of the loan proceeds advanced to you by us, although the latter process becomes more complicated and cumbersome.



If your application is successful, once we have advanced the loan to you, and we have taken security in the form of a bond registered over your home, you are not permitted to take out any further loans from other lenders that are to be secured against your home. Your home cannot be further encumbered in any way.

This does not, however, prevent you from applying for another subsequent loan from us, although any new SF HELP loan application will be considered as a new loan and will be subject to a new Application Form, which will have to be completed by you, which will then be subjected to our standard application assessment process and lending criteria at that time.

### Further Draw-downs

Provided that a repayment event has not occurred, you can come back at any time and ask for a further draw-down under SF HELP through the Seniors' Finance Express Top Up facility, provided that you have asked us to set this up for you.

The Express Top Up facility is designed to avoid you having to apply for a further loan, in the event of you electing not to take the maximum loan amount available to you at the outset, and allows you the flexibility of securing further draw downs at a later point in time. This approach is quicker and more cost effective. It allows you, when you apply for your initial loan, to give us an indication of how much you may wish to draw down over a period of 5 years. However, any further lending remains subject to our approval and the availability of funds at that time, so, you should consider taking this as part of the initial loan if you require certainty from the outset.

Your Express Top Up is only an indication of your future potential draw down requirements,

and does not commit you or us. It does however help to provide an indication of your intent, not only to Seniors' Finance, but also to your family, those individuals close you and / or your independent professional financial advisers.

The maximum amount of Express Top Up at inception is your maximum loan entitlement when you first take out your loan, less the actual amounts drawn down against this amount from the commencement of the loan. If you choose to set up an Express Top Up, we will normally set this at the maximum level. However, we recommend that you consider whether you would prefer to set it at a lower level.

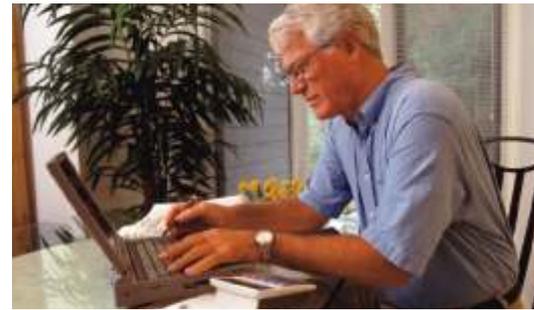
With Express Top Ups, we do not take account of increases in your property value or higher entitlements due to your increased age. On an ongoing basis, we do however reduce your maximum Express Top Up entitlement to take into account all fees, charges and interest that have been added to your loan, since inception.

There is no fee for setting up the Express Top Up facility, and there is no interest payable on any undrawn amounts. There is simply a service fee for each draw down from the Express Top Up facility. This service fee will usually be added to or deducted from the loan proceeds, unless you have elected to pay these fees separately.

For details of Seniors' Finance's current fees, please refer to the SF HELP Fact Sheet.

At the end of 5 years from the date of advancement of the initial loan, any undrawn Express Top Up is automatically cancelled. If you wish to secure further borrowings after 5 years, you will need to apply for another SF HELP loan, which will be the subject of a new application, our associated standard application assessment process and our lending criteria at that time.

# Frequently Asked Questions



## How much will I be able to leave to my family?

This will depend on how much of the maximum loan entitlement you decide to borrow, interest rates, the value of your home (and increases or decreases therein) and how long the loan is in force.

On request, we can provide you with illustrations to show you how much equity might be left in your estate, applying different interest rate and property value scenarios. Your financial adviser should definitely be showing you the impact of these different scenarios. Please note, however, that these examples are for illustrative purposes only, and we give no guarantees of whatsoever nature as to any future equity stake that you may have in your home.

On our website ([www.seniorsfinance.co.za](http://www.seniorsfinance.co.za)), you will find a calculator which will enable you to run your own illustrations under a wide range of selected assumptions. Alternatively, our call centre can provide these to you.

It must however be stressed that the value of your home may not increase over the term of the loan, it could even fall. This may mean that the amount of equity remaining in your home (i.e. the difference between the property value and the outstanding loan balance) may be substantially less at the end of the loan, than what it was at the outset. Remember, the one thing that is certain is the fact that your outstanding loan will continue to grow as interest continues to accrue, especially in view of the reality that repayments are not usually made by our customers on an ongoing basis.

However, as long as you have complied with the terms and conditions of the loan, we guarantee that you (and / or your estate) will not have to pay us back more than the net sale proceeds of

your home arising from the sale of your home, even if this amount is less than the outstanding loan balance.

## Can I pay off all or part of the loan at any time?

Although this loan is intended to be life-long, and no on-going repayments are required, you can choose to repay all or part of the loan at any point in time. There are no early repayment penalties whatsoever. So, if you want to pay off your loan or part of it sooner than expected, you are free to do so, and with no penalty.

## What if I want to move from my home?

You can move if you wish, but you will then be required to settle your SF HELP loan in its entirety on moving. Having said this, you could apply for a new SF HELP loan in the context of your new home, and request us to settle your previous SF HELP loan with the proceeds of your new SF HELP loan. If however the value of your new home is lower than the value of your old home, the amount of your new loan may not be as high as the amount of your old loan.

Your new home will need to be valued by a valuer acceptable to us, and if the valuation is acceptable to us (in our sole and absolute discretion), you will then need to go through the process of applying for a new SF HELP loan. Your application for a new SF HELP loan will of course have to meet all of our lending criteria at that time, and would be subject to our associated standard application assessment process.

If you are thinking about a move, please contact us so that we can explain and assist you with your options.



## What happens to my home when I die? Can my surviving partner carry on living there?

In the event of your death, your estate will need to be wound up. The process of winding up an estate includes the settlement of all debts that you have incurred, which would include any monies you owe to us, either individually or jointly, as a result of a loan made by us. Thereafter, the remaining assets in your estate would be distributed to the beneficiaries of your estate.

The first question that your surviving partner (either by marriage or civil partnership) would need to answer would be, does he or she want to continue to live in the home? This assumes of course that he or she has inherited your home in terms of your will.

If the answer is no, then clearly we will need to be repaid. The executor of your estate will then repay the loan, either out of other assets in your estate, or the executor will sell your home in order to repay the loan. After settling the loan, any remaining balance following the sale of your home (if required) would be paid to your estate.

If the answer is yes, the decision that the executor of your estate (no doubt in consultation with your surviving partner) would need to make would be, can your estate repay the loan without needing to sell your home? If the answer is yes, and the loan can be repaid without selling your home, then the executor of your estate would repay us using other assets in your estate, in which case the loan would be discharged. Your surviving partner would then be able to continue living in your home.

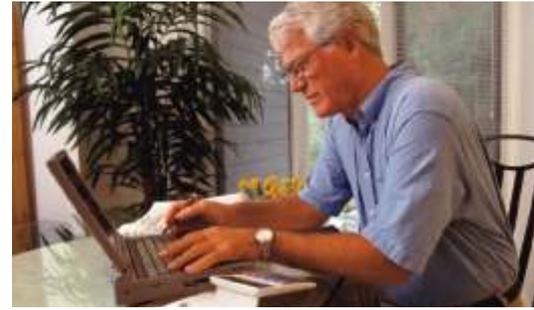
If the answer is no, and the executor is not in a position to repay the loan without selling your home, then the executor of your estate will need to approach us and ask us to effect a “substitution of debtor”. This process will require your surviving partner to submit a new application for SF HELP, and of course assumes that your surviving partner will become entitled to a 100% interest in your home as a result of inheriting the same in terms of your will. If he or she does, and if he or she makes the application for the “substituted” loan (which is exactly the same process as applying for a new SF HELP loan), we will then terminate your loan account and create a new loan account in respect of your surviving partner. Effectively, your surviving partner will take over all of your responsibilities under the loan.

It is important to understand that the subsequent application made by your surviving partner will be a new application. Although we can guarantee that your surviving partner's application will be approved, provided that he / she has inherited a 100% interest in the home and provided that his/her circumstances have not changed in any material way since your original application for SF HELP, which would have included your partner's details, and that your surviving partner meets our lending criteria at the time.

## What happens if my home is sold in order to repay the loan, and it does not cover the outstanding loan balance?

If the net sale proceeds of your home amount to more than the outstanding loan, then either you or your estate will receive the balance.

However, should the net sale proceeds of your home be less than the outstanding loan



balance, then, as long as you have complied with the terms and conditions of the loan, we guarantee to cover the shortfall. You or your estate will not receive any sale proceeds in these circumstances, however, you or your estate will not be responsible for any shortfall.

The Seniors' Finance Loan Repayment Guarantee is a very important safeguard for you, your family and any future beneficiaries of your estate. It means that, as long as you have complied with the terms and conditions of the loan, there is no risk of anyone being left with an outstanding balance in respect of your loan after your home has been sold, irrespective of what has happened to interest rates and to the property market.

You or your estate could however benefit if the value of your home rises more steeply than the accumulating interest on your loan.

When your home is put on the market for sale, we must be notified in writing of the sale price thereof. If the sale price, less the expected legal and selling costs, is likely to be lower than the outstanding balance of your loan, we may insist on a second independent valuation of your home being conducted by a valuer acceptable to us. If the second valuer values your home at a higher selling price, then we shall be entitled as your agent and on your behalf to sell your home for a selling price which is not less than the selling price notified by you.

### **What happens if someone else is living in your home?**

It is a condition of SF HELP that you do not lease or rent all or any portion of your home to any person. Friends or family may live with you, provided however that, if they are not the

applicants, or if he / she is not the partner (either by marriage or civil partnership) of the applicant who inherits a 100% interest in the home, they have no rights and will not have any rights of use or occupation of the home.

There can be a maximum of two applicants, being the same people as the owners of the home if the home is registered jointly in the name of such persons, or if those persons are partners (either by marriage or civil partnership) who are married or joined in community of property.

### **Can I borrow more at a later point if I need it?**

Applications for further borrowing are allowed at any time, subject to our stipulated lending criteria at the time, and subject to any applicable laws and regulations prevailing at the time of making the application. Any further loans will be at our prevailing terms and conditions at the time of your application for a further loan, and will be subject to any fees or charges that are applicable at the time of your application for another loan.

If you do make an application for another SF HELP loan, amongst other things, we will consider your new age and revised property value, in addition to your existing outstanding loan balance.

There is, however, no guarantee that further borrowings will be available to you.

# Additional Considerations



## Initiation Fee

We will make a once-off charge in order to set up your loan. Initiation Fees are charged on advance of the loan to you, and therefore only need to be paid if your application is successful and you take out a loan.

The Initiation Fee covers Seniors' Finance's costs in setting up a new loan for a borrower.

This fee can, at your election, either be paid by you separately, or it can be added to the loan that you apply for, so long as you have not borrowed the maximum loan amount for which you are eligible (in which case the Initiation Fee will be deducted from the loan advance that we make to you). The current Initiation Fee is disclosed in the SF HELP Fact Sheet.

## Valuations and Surveys

In order to allow us to establish whether your home represents adequate security for a loan, and to allow us to calculate exactly how much you may be able to borrow, a property valuation needs to be performed. We do not however automatically accept this valuation. We will consider it, and assess in our sole and absolute discretion, whether your home represents sufficient security for the loan that you want to apply for.

We will be entitled to carry out further valuations of your home in order to establish whether your home continues to represent adequate security for your loan. We will be

responsible for all costs in respect of any further valuations to be carried out on your home, at our instance, but obviously arranged at dates and times convenient to you.

Although you may receive a copy of these valuation reports, their primary purpose is to enable us to assess your home's value in the context of security for your loan application. Consequently, the valuation reports will be based on a limited inspection. As the valuation reports will not be entirely comprehensive, there may be aspects of your home which are not that relevant to us, but are important to you.

If you would like a more detailed inspection of your home before proceeding with your application for a loan, in view of our limited inspection of your home, we recommend that you consider obtaining a more comprehensive building inspection or structural survey report from an independent valuer of your choice - although this will clearly be for your own account, and will not in any way impact on our requirements for a valuation of your home to be carried out which meets with all of our requirements.

Your application will only be considered by us once a valuation of your home has been carried out by a valuer acceptable to us. Remember that you don't need to meet this cost though, we will meet this expense.

## Legal Work

It may be appropriate for you to instruct an attorney to assist you, at your own cost, in your application for a loan.

Notwithstanding the above, a firm of attorneys and conveyancers will act for us in the registration of your loan and the associated security.

The attorneys and conveyancers that act for us will lodge our interest in your home with the Deeds Office once your application for a loan has been approved by us, and the Loan Agreement has been signed. Identical to the position in respect of valuation services, borrowers do not need to pay a separate fee for conveyancing services, we will meet this cost.

## Insurance

In their valuation report to us, the valuers will include a recommendation on the insurance reinstatement value of your home. We will not advance any money to you until we are satisfied that your home is adequately insured for a sum of not less than this amount.

Insurance should ideally be index-linked, and should be reviewed regularly in order to ensure that you are fully protected against any increases in the costs associated with needing to rebuild your home, or any other costs. Our interest will need to be noted in the insurance policy in respect of your home.

You must insure your home throughout the life of the loan, and you are solely responsible for ensuring that the sum insured at all times remains adequate.

If you do not currently have adequate insurance for your home, or if you want to ascertain whether you might be able to obtain better insurance cover, you can contact us and we will try to put you in touch with someone who might be able to help you.

Your failure to maintain adequate insurance at all times will be an event of default under the Loan Agreement.

## Reappraisal of your home

You must keep and maintain your home in a good state of repair and condition at all times. As advised, we shall be entitled to carry out a reappraisal and valuation of your home on an ongoing basis at our discretion, although you will not be responsible for these costs.

If we believe that an internal inspection of your home is required, then we will notify you on reasonable notice when such an internal inspection will be attended to.

In the course of attending to a valuation, or a revaluation of your home, if you are advised of the need to attend to repairs or maintenance to your home in order to maintain it at a reasonable standard, you will be expected to attend to these repairs within the time period stipulated. If you do not do so, we have the right to carry out the required repairs to your home in order to maintain your home at a reasonable standard. If we need to do this, the cost of these repairs will be immediately recoverable by us from you. If you fail to pay us the costs of repair and maintenance timeously, such costs will attract interest.

Your failure to maintain your home will be an event of default under the Loan Agreement.

## Other Charges

The normal day to day management of your loan will be conducted free of any charges. Should this change, or should any new fees or charges become payable, we will notify you as required in terms of any prevailing legislation.

# Terms and Conditions



The following is a summary of the main terms and conditions that will apply to SF HELP. This is by no means an exhaustive list of the relevant terms and conditions that apply to SF HELP, but are those that are most likely to materially impact upon you.

Your home needs to be valued, which we will pay for, before we will consider your application for SF HELP.

Upon our acceptance of your application, we will send you the Loan Agreement which will contain all of the terms and conditions which will apply to your loan. You need to read all of the documents comprising the Loan Agreement carefully, and ask us or your professional independent advisers for assistance in the event of any uncertainty.

- All applications for loans will be considered and assessed, in our sole and absolute discretion, in accordance with our current lending policy and criteria at that time, and in accordance with our risk assessment processes. We have the sole and absolute discretion in assessing all applications. We will disclose the reason for an application being declined, if this comes to pass.
- We will only accept applications from clients who are able to sign the Application Form and the Loan Agreement themselves. We are unable to accept documents signed under a power of attorney or to accept documents signed by a person who is under any form of legal incapacity.
- We will not accept a property as security where it or any part thereof is or will be leased or rented to another person.
- We will not accept a property as security where it or any part thereof is being, or is to be used, for business or farming purposes.
- SF HELP is generally available to those

persons whose homes are mortgage free. We will, however, in our sole and absolute discretion, consider, on request therefor, homes where there is a nominal outstanding mortgage thereon. In this case, we will, however, require the nominal outstanding mortgage to be cleared before or at the time of advancing the loan.

- You are prohibited from taking out any loans, secured against your home, with any other lenders. You cannot further encumber your home in any way, save in respect of a new application for a further loan from us, on terms and conditions which are acceptable to us.
- While a valuation will be undertaken to assess the value of your home, we are not and will not be bound by this valuation. We will, in our sole and absolute discretion, decide whether your home gives us sufficient security for your loan, especially when considering the unique long-term nature of the loan.
- Notwithstanding the above, if you are not contractually able or entitled to realise 100% of the full market value of your property on its sale for whatever reason, you are required to bring this to our attention as it would have a material impact on our decision to grant a loan to you.
- We reserve the right to market, distribute and sell similar or identical products to SF HELP. Depending upon market conditions at the time of selling these other products, these other products may be priced higher or lower than the pricing or the interest rate associated with your loan. The terms and conditions of these other products may be better or worse than the terms and conditions associated with your loan.
- Interest will continue to be charged on the loan until the loan has been repaid in full.
- Upon your death, interest will continue to accrue on a daily basis and be debited to your

loan account at the end of each month until the total amount outstanding is repaid in full.

- You or your estate must notify us in writing when you or your estate are selling your home.
- If you intend to sell your home, and in the event that the proposed selling price of your home, less the expected legal and selling costs, is likely in our view to be less than the amount required to repay the outstanding amount that is owing to us we, will be entitled to have your home valued by a valuer of our choice in order to justify the basis of the proposed sale price. If the proposed sale price (less the legal or selling costs) is unlikely to cover the outstanding loan balance, then you will be required to obtain our written consent to proceed with the sale of your home.
- In this regard, we reserve our rights to sell your home as your agent and on your behalf, provided that we are able to obtain a sale price not less than the proposed sale price that you are able to obtain.

- Any surplus arising on the sale of your property, after the loan, accrued interest and other fees or charges have been repaid in full, will be paid to you. If your home is being sold as a result of your death, then any surplus will be paid to your estate.
- If the outstanding amount owing to us is greater than the net sale proceeds of your home, and you have complied with all of the terms and conditions of this loan, we guarantee that neither you nor your estate will be liable for the shortfall.
- You, as the applicant, will be allowed to continue living in your home, even if the outstanding amount owing to us exceeds the value of your home, provided of course that you have adhered to the terms and conditions of the loan.
- Your home must be adequately insured and maintained during the period of the loan. You must notify us of any damage or destruction to your home as soon as you become aware thereof, and any claims made under the insurance policy.

## Personal Information



By applying for a loan, you authorise us to disclose any of the information provided by you, in obtaining references or making any other enquiries in order to enable us to assess the application and monitor your performance in terms of the Loan Agreement.

You understand that we, our employees and agents, may search the files of one or more credit bureaux, and use appropriate statistical and other techniques as part of the decision-making process in assessing whether your loan should be approved. Assessing the value of your home, from many different perspectives, is one such means of assessment, as is your credit history. Whether or not the loan is granted to you, our search (if conducted) will be noted on your file by the credit bureau concerned.

performed in meeting your obligations under the Loan Agreement. This information may be searched by other organisations, and may be used by them in assessing applications for future financial facilities to be granted to you.

If a loan is granted to you, the information provided to us by you in the process of making your application may be held in our computer or other records or those of our agents, and may be used to provide you with information about other services and promotions that we or our agents or associates may offer, provided that you have consented to this.

We will treat all of your personal information as private and confidential in terms of the relevant legislation, and will not disclose any details to anyone except where the law compels us to do so; where our interests require disclosure or where we give the details upon your request or with your agreement or acknowledgment.

Where the loan is granted, details may be transmitted by us, our employees or agents, to one or more credit bureaux as to how you have

# Complaints Procedure



Seniors' Finance will do its best to provide you with a high level of service and customer care. We have well trained staff to help us achieve this aim.

Seniors' Finance operates and complies with a code of conduct, which sets a high standard in terms of how we interact with our clients.

A copy of our code of conduct is available on request.

If you have any queries or complaints, you should please contact us immediately. If we are unable to resolve your complaint, we would be happy to submit your complaint to independent conciliation, mediation or arbitration.

Failing this, you are able to file a complaint with the National Credit Regulator, or make an application to the National Consumer Tribunal.

# SF HELP, a reason to smile...



Seniors' Finance is a majority-owned South African company, operated by people with a proven and highly successful track record in the provision of financial services and mortgages.

Through SF HELP, Seniors' Finance is looking to reinvent the way people approach their retirement. SF HELP provides you with a practical means of unlocking the equity that you have worked so hard to build up in your

home, without having to move from the place that you call home.

It is available to all South African homeowners and their partners aged 65 or over (subject to our lending criteria), and is designed to be used for anything during your retirement years that makes you smile - from pure pleasure, pride or relief.

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**Seniors' Finance (Pty) Ltd**

**Company registration number:** 2005/039721/07

**Credit provider registration number:** NCRCP101

**Physical address:** 61 Katherine Street, Sandown, 2196, South Africa

**Postal address:** PO Box 787322, Sandton, 2146, South Africa

**Telephone:** 0860 SENIOR (0860 736 467)

**Fax:** 0861 SENIOR (0861 736 467)

**E-mail:** [enquire@seniorsfinance.co.za](mailto:enquire@seniorsfinance.co.za)

**Web page:** [www.seniorsfinance.co.za](http://www.seniorsfinance.co.za)

A Reason to  Smile...