

# Linked Investment Retirement Annuity Plan

## Plan description

A person who wants to receive retirement annuity benefits, must be a member of a retirement annuity fund. To provide the benefits to the member, the retirement annuity fund holds a plan for the member. The retirement annuity fund, and not the member, is the planholder.

The person referred to as the member in the contract documents, is a member of the Sanlam Linked Retirement Annuity Fund (the FUND). The FUND holds a plan with Sanlam Linked Investments (Pty) Ltd (SanLink) to provide the retirement annuity benefits to the member.

The plan invests in investment funds that are managed by collective investment companies, and is a contract between the planholder and SanLink. SanLink is an administrative financial services provider licensed by the Financial Services Board in terms of the Financial Advisory and Intermediary Services Act, 2002 (FAIS). SanLink contracted us, Sanlam Life Insurance Limited (Sanlam Life), to deal with all administrative matters, including all communication, on their behalf.

If an investment guarantee is chosen, the guarantee is provided by Sanlam Life. Therefore the contract for the guarantee is between the planholder and Sanlam Life, and not between the planholder and SanLink. The contract for the guarantee is an insurance policy as described under, and regulated by the Long-term Insurance Act, 1998. It forms part of the plan documents mentioned in this plan description.

As required by the Pension Funds Act, contributions must be paid directly to us, and not to the FUND. We receive the contributions as the payments of the plan.

The contracts consist of the following:

- the quotation;
- the application for the plan;
- this plan description, LDIR-A00-01, as updated from time to time, and available on the Sanlam website at <http://www.sanlam.co.za>;
- additions to this plan description, if applicable;
- the statement, as updated from time to time;
- other documents, correspondence and information, if any, that by implication form part of the contract.

We will update the plan description and statement to reflect changes

- in administration procedures, for example how unit prices are determined and where information about investment funds can be found;
- in charges, including the fees charged by the asset managers;
- necessitated by external factors, for example legislation, or the interpretation thereof.

This plan description should be read in conjunction with the statement that the member receives. All information applicable to a specific plan is set out in the statement for that plan. If there is any conflict or inconsistency between the contents of this plan description, a statement for a plan and the rules of the FUND, the provisions of the latter two will prevail.

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## Roles

### Sanlam Life

Our role on behalf of SanLink is to

- receive payments into a bank account;
- invest payments timeously in accordance with valid instructions;
- provide the guarantee if an investment guarantee was chosen;
- carry out any further reasonable and valid instructions;
- report on the plan as required by legislation;
- levy charges;
- exercise a vote on behalf of the planholder in a ballot conducted by an asset manager;
- pay the plan benefits on request, subject to any legal limits.

### Intermediary

The role of the intermediary is to

- comply with the terms of FAIS;
  - supply the member with information about the nature of the plan, the underlying investment funds and the charges involved;
  - advise the member about the plan and the underlying investment funds.
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## Explanations

### Option date

It is the date which indicates the end of the term, and is indicated in the statement.

### Open-ended term

After the chosen term has expired, the term of the plan is considered as open-ended. This means that the fund value will not be paid out automatically after the chosen term has expired, but that the plan will continue until the planholder terminates the plan.

### One-off fund

It is the part of the fund value built up by one-off payments.

### Recurring fund

It is the part of the fund value built up by recurring payments.

### Alteration charge date

It is the date until which we will levy an alteration charge for certain alterations, and is indicated in the statement. A separate date applies for the one-off and recurring funds.

### Working day

It is any day of the week from Monday to Friday, excluding public holidays.

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## Payments

### One-off payments

One-off payments may be made, provided that they are not less than our minimum allowed. If the transaction date for a payment, as indicated in the statement, is more than one day later than the payment date, we will add interest from the day following the payment date to the transaction date.

### **Recurring payments**

Recurring payments are allowed, but then they should apply from the start of the plan. They cannot be added later. A recurring payment, if applicable, is due on the same day of each month or year, as indicated in the statement.

If recurring payments are made by debit order, and the requested day on which we have to collect the payment does not fall on a working day, or a month does not have the particular day, we will collect it on the following working day.

The transaction date for a recurring payment is the later of the payment due date and the actual payment date. If this is not a working day, the transaction date will be the first working day thereafter. We will not add interest if a recurring payment is made before the transaction date.

If a payment is not made in full within a 30 day period of grace, we may consider the recurring payment stopped, and will then levy the alteration charge for stopping recurring payments, if applicable.

### **Payment growth**

If the plan has payment growth, the recurring payment will be increased according to the conditions of the type of payment growth, as chosen.

We offer the following type(s) of payment growth:

- **Fixed growth**  
The recurring payment will be increased each year by the chosen fixed percentage.
- **Sanlam inflation**  
The recurring payment will be increased each year by the inflation rate, as determined by us. In setting the rate, we will take into account the change in the consumer price index, or any other commonly accepted method of measuring inflation that may apply at the time. The Sanlam inflation rate may differ from official rates, due to differences in calculation methods. A minimum increase applies, which may change from time to time.
- **Flexi growth**  
Flexi growth is only available for a plan that forms part of a scheme. The recurring payment will be increased on request. Any number of increases per year may be requested. Any amount or percentage may be requested for an increase, subject to a minimum which may change from time to time.

The payment growth type that applies for a plan is indicated in the statement.

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### **Investment**

We invest a payment, less charges, in the respective chosen investment funds. Investments are administered subject to the terms and conditions stipulated by the asset managers.

Information about all investment funds we offer, is available on the Sanlam website at <http://www.sanlam.co.za>.

### **Life time investment option**

If a life time investment option was chosen, we will actively manage the allocation of the investment to the respective investment funds according to the chosen option. As we consider necessary, we will select other investment funds for the chosen option, and decide on the allocation to them. As the member gets older, we will gradually shift the allocation of the investment to more stable investment funds.

### **How is the amount allocated to a specific investment fund, invested?**

We use the amount allocated to a specific investment fund to buy units in that investment fund. The units are held in the name of an independent nominee, Afflulink Nominees (Pty) Ltd, on behalf of the planholder.

### **When is the amount allocated to a specific investment fund, invested?**

The investment date for an amount allocated to a specific investment fund is usually the first working day after the transaction date. The investment takes place at the unit price applicable on the investment date. If more than one working day elapses between the transaction date and the investment date because of circumstances not within our control, we will add interest, as determined by Sanlam Life, to the amount allocated to a specific investment fund. This interest will be calculated from the date the investment should have taken place to the actual investment date.

### **Clearance period**

Payments are subject to a clearance period of 30 days, and no selling of units that resulted from an uncleared payment will be allowed during this period.

### **Unit price**

The unit price of a specific investment fund is determined by the asset manager. A price is usually only available one or two days after the day to which it applies. Therefore it will take a few days before a transaction reflects on the statement. Details of the calculation of unit prices are available on request from the asset managers.

### **What happens when income is declared for an investment fund?**

The income, which may include interest and dividends, is automatically reinvested in the investment fund for which the income has been declared. This takes place on the date that the income is paid, which may be later than the date on which the income was declared.

### **May an investment fund be closed?**

Yes. This may occur if, for example, legislation changes or certain classes of assets become unavailable or it is in our opinion no longer prudent to invest in the specific investment fund. If the plan is affected, we will request the member to choose another investment fund allowed at that stage for this type of plan, and to inform us of the choice made. If we receive no response to such a request, we will decide in which investment fund to invest the affected part of the plan.

### **Switching of investment funds**

Switching of investment funds allowed at the time for this type of plan may be done on request.

Future payments may be allocated to any investment fund allowed for this type of plan. The payments already allocated to the current investment funds, will then remain in these investment funds.

If a life time investment option is active when any requested switch is done, or payments are allocated differently on request, the option will be cancelled.

### **Cost to switch investment funds**

Currently there is no transaction charge for the first four switches in a plan year. For each subsequent switch in a plan year, we will levy a transaction charge, which will be determined at the time. The current transaction charge is indicated in the statement. We may change the number of free switches from time to time.

Any switch of investment funds that we do according to the chosen life time investment option, will be free of charge. No transaction charge will be levied.

### **When will selling and buying of units for switching take place?**

To perform a switch, we sell the required number of units of the investment funds out of which a switch is done. With the proceeds of the selling transaction, less the transaction charge, we buy units of the investment funds into which a switch is done. We usually sell and buy on the first working day after receiving the switch request. If we cannot sell the units on that day, the buying of units is delayed until we can sell the units. However, if the selling takes place, but the buying is delayed because of circumstances not within our control, we will add interest to the proceeds of the selling transaction, after deducting the transaction charge. This interest will be calculated from the date the buying should have taken place to the date we actually buy the units.

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### **Fund value**

The fund value of a specific investment fund is the number of units multiplied by the unit price for that investment fund.

The fund value of the plan is the total fund value of all the investment funds for that plan.

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### **Loyalty bonus**

On certain plan anniversaries we add rebates on certain charges to the fund value in the form of a loyalty bonus, as reward for maintaining the plan with us. We calculate the amount of the loyalty bonus as a percentage of some of the charges deducted from the plan. More detail of the calculation of the loyalty bonus is provided in the statement.

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## **Charges**

### **Tax**

Currently no tax is levied for retirement funds.

### **VAT**

VAT will be levied on all the charges below. VAT will not be levied on the payment for the investment guarantee.

### **Charges for the plan**

The current charges are indicated in the statement and can be one or more of the following:

- An **initial marketing charge**, deducted from a one-off payment.
- A **payment charge**, deducted from recurring payments, if payments are made by stop order. The charge is calculated as a percentage of the recurring payment.
- A monthly **plan charge**, which will be increased from time to time to allow for inflation, as determined by us. The charge is deducted monthly from the fund value by selling units to the value of the charge.
- A yearly **variable marketing and administration charge**, which is a percentage of the fund value. Separate percentages apply to the one-off and recurring funds. This charge is calculated on a monthly basis, which means it is divided by 12. The charge is deducted monthly from the fund value by selling units to the value of the charge.

### **Payment for the investment guarantee**

A yearly payment for the investment guarantee is made to Sanlam Life, to pay for the cost of the investment guarantee of every investment fund that offers an investment guarantee. This payment is calculated as a percentage of the fund value. The yearly payment is calculated on a monthly basis, which means it is divided by 12. An amount equal to the payment is deducted monthly from the fund value by selling units to the value of the payment.

### **Deductions made by the asset managers**

An asset manager charges fees for investment research and for selecting the underlying assets of an investment fund. These fees are taken into account in the calculation of the daily unit price of an investment fund. The published performance figures of an investment fund are therefore net of these fees. More information on these fees and their current values are available in the statement.

### **Alteration charge**

A plan may be changed at any stage, provided we agree to the alteration. We will levy an alteration charge if the alteration is done before an alteration charge date. The alteration charge date is determined at the start and then recalculated at subsequent alterations. Separate alteration charge dates apply to the one-off and recurring funds.

The alteration charge will be taken from the fund value by selling the required number of units.

The current alteration charge for the most common alterations is indicated in the statement.

### **Transaction charge**

We will levy a transaction charge for transactions, as mentioned in this plan description, and as indicated in the statement. This transaction charge will be increased from time to time to allow for inflation, as determined by us.

Every transaction charge will be taken from the fund value by selling the required number of units.

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## **Investment advice agreement between the member and the FUND**

A member of the FUND may request the FUND to pay a fee for ongoing investment advice for his or her retirement investment. VAT will be levied on this fee. We, as the administrator of the FUND and on instruction of the FUND, will pay this fee monthly on behalf on the FUND to the intermediary who provides this advice. If the retirement annuity benefits of another fund have been transferred to this FUND, the fee must be renegotiated every 12 months.

This investment advice is an optional service that the member may request, and is provided by an intermediary nominated by the member. It is a specialised service which is in addition to and not part of the intermediary services for which we pay fees.

The fund-based fee for this investment advice is specified as a percentage per year of the fund value. The member must specify the percentage. The fee is calculated on a monthly basis, which means it is divided by 12. It is deducted monthly from the fund value by means of a withdrawal to the value of the monthly fee. The amount of the fund-based fee is linked to and will therefore fluctuate with the fund value, for example, a fee of 0.50% implies R41.67 per month if the fund value equals R100 000.00.

The current fund-based fee, if applicable, is indicated in the statement.

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### **Reduction or stopping of the recurring payment**

The recurring payment may be reduced or stopped on request, provided that our conditions at the time are met. If this happens before the recurring fund's alteration charge date, we will levy an alteration charge.

One of the conditions for stopping the recurring payment is a minimum fund value, after the alteration charge, if applicable, has been deducted. If recurring payments are stopped despite this condition not being met, the plan will lapse. The minimum fund value is indicated in the statement.

If recurring payments are stopped due to emigration, the plan's termination value may be taken as a lump sum provided that the emigration has been confirmed in writing by an authorised Reserve Bank dealer. The termination value is equal to the fund value less the alteration charge, if applicable.

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### **Retirement benefit**

The retirement benefit may be taken at any time from the member's 55th birthday, except if the member qualifies for disability benefits as defined in the rules of the FUND, when it may be taken earlier. The retirement benefit amount is equal to the plan's termination value, which is the fund value less the alteration charge, if applicable.

On the retirement date the plan may be entitled to income already declared, but not yet invested. Once all declared income has been invested, the units will be sold. After the deduction of a transaction charge which will be determined at the time, the proceeds will be added to the amount used to provide regular pension payments or paid in cash if regular pension payments are not received. The current level of the charge is indicated in the statement.

### **How will the retirement benefit be provided?**

Depending on legislation the member may take a part of the retirement benefit amount as a lump sum. The balance must be used to provide regular pension payments. Or, the member can choose that the full benefit amount be used to provide regular pension payments.

Whichever way the benefit amount is taken, the plan will then end.

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## **Tax on retirement benefit**

According to current tax legislation, and depending on the member's tax situation,

- the lump sum benefit could be tax-free within certain limits, and
  - regular pension payments will be fully taxable as income.
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## **Benefit payable at death**

The benefit amount is equal to the fund value on the date that we receive notice of the death of the member.

On the date that we receive notice of the death of the member the plan may be entitled to income already declared, but not yet invested. Once all declared income has been invested, the units will be sold. After the deduction of a transaction charge which will be determined at the time, the proceeds will be added to the amount used to provide regular pension payments or paid in cash if regular pension payments are not received. The current level of the charge is indicated in the statement.

The full benefit amount may be paid as a lump sum, or it can be used to provide regular pension payments.

## **Who will receive the benefit payable at death?**

As required by the Pension Funds Act, any amount payable as a result of death must be paid

- to any or all of the dependants of the member, or
- if the member has appointed nominees who are not dependants, then to any one or more of the dependants and nominees.

## **How much will be paid to each dependant or nominee?**

The trustees of the FUND will decide whether the needs of dependants have been adequately provided for. They will therefore decide each dependant's share, if any, of an amount payable. If a nominee is not a dependant, the trustees will also decide whether the nominee qualifies for any benefits and if so to what extent the nominee will share with the dependants in an amount payable.

## **Who is a dependant?**

- The spouse of the member.
- A child of the member, including an adopted or illegitimate child.
- A person who, in law or in fact, depends on the member for financial support.
- A person who, in law or in fact, would have depended on the member for financial support had the member not died. For example, a child of the member who is born after the member's death.

## **Is it necessary to appoint nominees?**

Yes. A nominee is someone the member appoints to receive the benefit available at death, or a part of it. We, and the trustees of the FUND, will then know what the wishes of the member are. A nominee may only accept or reject the appointment after the death of the member.

## **May the appointment of a nominee be changed?**

An appointment may be added, cancelled or changed at any time. It must be in writing and signed by the member, and must reach Sanlam Life's head office before the member's death.

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## **How will the regular pension payments be provided?**

An annuity plan will be taken out to provide the regular pension payments. This plan must be taken out with an insurer who is registered as a long-term insurer under the Long-term Insurance Act, 1998.

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## **Can there be a delay in carrying out requests?**

In some circumstances we may not be able to carry out requests within the normal time standards. An example would be where an extraordinary event occurs that causes extensive market activity, such as the outflows experienced on 11 September 2001. An asset manager may also temporarily suspend the selling of units. We will then carry out requests at the earliest possible opportunity.

## **Exclusion of liability**

We, in our own capacity and as agent of SanLink, and SanLink will not be held responsible, and will not accept liability, for any damages or losses, including consequential losses, sustained by the member arising from or caused by

- errors, actions or omissions by third parties providing the investment underlying the plan;
  - any time calculation standards, practices and procedures of these parties, or their delay of selling or refusal to allow selling on a specific date or at a specific price;
  - any tax or levy of whatever nature imposed by any local, provincial, national or other authority;
  - the acting by us on any instructions that were transferred by telephone, fax, electronic mail or the Internet, provided that we exercised reasonable care to establish the validity of the instruction.
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## **Payments**

All payments must be made in South Africa in South African currency.

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## **Please note**

- The plan is subject to legislation and our requirements from time to time.
  - We determine the values, benefits and charges of any guarantee policy that is part of this plan, and administer that policy, according to the actuarial basis that has been approved for it as required by the Long-term Insurance Act, 1998.
  - If investment guarantees were chosen, refer to the applicable attached "Addition to plan description" for an explanation.
  - The level of recurring payments may be changed, subject to our requirements at the time.
  - We do not guarantee the performance of the chosen investment funds, apart from investment funds where we specifically provide the option of an investment guarantee. Income or the value of units may increase or decrease, and past performance is no guarantee of future performance. For example the value of assets in foreign currencies may increase or decrease materially due to changes in exchange rates.
  - We will consider communication, instructions or payments that are received before 16:00 on a working day to have been received on that working day. If received after 16:00, we may consider it to have been received on the next working day.
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