

# Preservation Fund Plan

## Plan description

A person who wants to preserve retirement fund benefits in a preservation fund must be a member of the preservation fund. The preservation fund invests the benefits received, on behalf of the member, in a plan on the life of the member. The preservation fund, and not the member, is the planholder.

The person referred to as the life insured in the contract documents, is a member of the Sanlam Preservation Pension Fund (the FUND). The FUND holds a plan with us, Sanlam Life Insurance Limited (Sanlam Life), on the life of the member, to preserve the benefits until the member retires.

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

The plan is an insurance policy as described under, and regulated by the Long-term Insurance Act, 1998. The plan is a contract between the planholder and us.

The contract consists of the following:

- the quotation;
- the application for the plan;
- this plan description, PLP-A06-01, as updated from time to time, and available on the Sanlam website at <http://www.sanlam.co.za>;
- 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 life insured 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.

---

## 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 payment**

It is the benefits which have been transferred to us.

**Alteration charge date**

It is the date until which we will levy an alteration charge for certain alterations, and is indicated in the statement.

**Working day**

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

---

**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 adjust the payment to allow for the delay from the day following the payment date to the transaction date.

---

**Investment**

We invest a one-off payment plus an additional allocation, if applicable, in the respective chosen investment funds. The additional allocation depends on the level of commission negotiated at the start.

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

**How and when 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 on the transaction date.

**Unit price**

A unit price is calculated daily in South African currency, on the basis of the market value of the assets in the investment fund.

The following are taken into account when the unit price is calculated for a specific investment fund:

- tax, as levied in the applicable policyholders' fund. Currently no tax is levied in the policyholders' fund for retirement funds;
- the guarantee charge for Escalating Funds;
- the fees charged by the asset managers.

**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 life insured 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. We will sell units of the investment funds out of which a switch is done, and buy units of the investment funds into which a switch is done. We do this on the first working day after receiving the switch 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.

### **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.

### **Trading of assets**

We may use the assets in the investment funds for transactions such as scrip lending. Any income or loss arising from these transactions will be for our own account, and therefore will not affect the plan benefits.

---

### **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.

---

### **Escalating Funds with guarantees**

For a number of investment funds there is a corresponding Escalating Fund with a built-in guarantee available. These Escalating Funds are separate investment funds and therefore their unit prices differ from that of the corresponding investment funds. The built-in guarantee will ensure that the unit price of an Escalating Fund is always at least 80% of the highest unit price ever reached on that Escalating Fund since its inception date, despite what happens to the underlying investments.

An Escalating Fund invests in a combination of the corresponding investment fund and cash. Accordingly, the investment return on an Escalating Fund is a combination of the investment returns on the corresponding investment fund and cash, and can thus differ substantially from that of the corresponding investment fund. For an Escalating Fund the allocation between the corresponding investment fund and cash is not fixed, but varies according to market conditions. When the market value of the corresponding investment fund decreases, the percentage allocated to cash will be increased to protect the capital value. Similarly, when the market value of the corresponding investment fund increases, the percentage allocated to the corresponding investment fund will be increased, allowing the Escalating Fund to benefit from a rising market.

An Escalating Fund reduces the volatility of returns, compared to the corresponding investment fund, and aims to limit capital losses in a declining market, while also benefiting from rising markets. In market downturns the cash component of an Escalating Fund may increase substantially and an Escalating Fund may invest the bulk of its assets in cash. Therefore it is not unlikely that the cash component of an Escalating Fund may exceed 50% from time to time. In extreme downturns, an Escalating Fund could become 100% invested in cash. However, interest earned on the cash coupled with a recovery in the market will result in an Escalating Fund gradually switching out of cash and into the corresponding investment fund again.

---

## 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, if applicable, is provided in the statement.

---

## Charges

### Tax

Tax is levied according to the applicable policyholders' fund. Currently no tax is levied in the policyholders' fund for retirement funds.

### Charges for the plan

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

- A yearly **variable marketing and administration charge**, which is a percentage of the fund value. 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.
- A yearly **guarantee charge** for Escalating Funds, which is a percentage of the fund value and may differ for different investment funds. It is taken into account when we calculate the daily price of the units.

### 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 the alteration charge date. The alteration charge date is determined at the start and does not change at subsequent alterations.

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**

In addition to the abovementioned alteration charge we will levy a transaction charge for each of the following alterations:

- Taking an early retirement benefit;
- Taking a withdrawal benefit.

The amount of this transaction charge is determined by means of regulatory measures and it will change in future if such regulatory measures or legislation change.

We will not levy this transaction charge on or after the option date.

We will also levy a transaction charge for other 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.

We will continue to levy a transaction charge after the alteration charge date.

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

---

### **Investment advice agreement between the life insured and the FUND**

The life insured, as a member of the FUND, may request the FUND to pay a fee, including VAT if applicable, for ongoing investment advice for his or her retirement investment. We, as the administrator of the FUND and on instruction of the FUND, will pay this fee monthly on behalf of the FUND to the intermediary who provides this advice.

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

The fund-based fee for this investment advice is specified as a percentage per year of the fund value. The life insured 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.

---

### **Withdrawal benefit**

Depending on the transfer conditions the full withdrawal benefit amount, or part of it, may be withdrawn as a lump sum from the FUND once. These transfer conditions may also determine that no benefit amount may be withdrawn. The percentage available to be withdrawn is indicated in the statement. The withdrawal benefit amount is equal to the plan's termination value, which is the fund value less the alteration and transaction charges, if applicable.

If the full withdrawal benefit amount is taken, the plan will end.

---

## **Retirement benefit**

The retirement benefit may be taken at any time from the life insured's 55th birthday, except if the life insured 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 and transaction charges, if applicable.

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

Depending on legislation the life insured 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 life insured 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.

---

## **Tax on withdrawal and retirement benefits**

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

- the lump sum benefit could be tax-free within certain limits, and
  - regular pension payments will be fully taxable as income.
- 

## **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 life insured.

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

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

Yes. A nominee is someone the life insured 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 life insured are. A nominee may only accept or reject the appointment after the death of the life insured.

### **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 life insured, and must reach Sanlam Life's head office before the life insured's death.

---

### **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.

---

### **Payments**

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

---

### **Please note**

- The plan is subject to legislation and our requirements from time to time.
  - We determine the values, benefits and charges of this plan, and administer the plan, according to the actuarial basis that has been approved for it as required by the Long-term Insurance Act, 1998.
  - Apart from the built-in guarantee of the Escalating Funds, we do not guarantee the performance of the chosen investment funds. 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 a claim for payment of a benefit only after we have received the information we may require for this purpose.
-