

# Retirement Annuity Plan Continuation

## 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 life insured in the contract documents, is a member of the Central Retirement Annuity Fund (the FUND). The FUND holds a plan with us, Sanlam Life Insurance Limited (Sanlam Life), on the life of the member, to provide the retirement annuity benefits.

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 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, PLRC-A03-01, 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.

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## Explanations

### Open-ended term

There is no fixed term. 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.

### **Working day**

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

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### **Continuation**

When we continue an existing plan as this type of plan, we refer to it as a continuation. For administration purposes we allocate a new plan number. The amount that is transferred from the existing plan is equal to the one-off payment on the start date of the continuation.

The provisions as set out in the contract documents will only apply from the start date of the continuation.

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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 adjust the payment to allow for the delay 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 date of the continuation. 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 adjust a recurring payment to allow for early payment if it is made before the transaction date.

#### **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.

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 life insured gets older, we will gradually shift the allocation of the investment to more stable investment funds.

### **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 fund's fixed marketing and administration charge;
- the fees charged by the asset managers.

For the Vesting Bonus Fund the following applies, instead of using the market value directly:

- Regular fully vesting bonuses are declared to give the fund a smooth growth.
- A bonus rate is declared monthly and added to the fund by increasing the unit price with the daily equivalent of the bonus rate.
- The bonus rate is calculated according to the expected long-term return of the fund, while taking into account the monthly market value change.

The unit price of the units of the following investment funds is guaranteed not to decrease over time. For all other investment funds the unit price is not guaranteed, and may increase or decrease over time.

- Vesting Bonus Fund
- Guaranteed Capital Fund

### **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.

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.

### **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.

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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.

For the Vesting Bonus Fund the fund value will be equal to the number of units in the Vesting Bonus Fund multiplied by its unit price on any of the following dates only:

- the date on which we receive notice of the death of the life insured, or
- a date every five years after the start date of the continuation.

On any other date the fund value will be equal to the lower of the number of units in the Vesting Bonus Fund multiplied by its unit price and the market value of the underlying assets, which may increase or decrease over time. If a benefit is paid, or if a charge is levied for reduction or stopping of the recurring payment, at a time when the market value of the underlying assets is the lower of the two values, a market value adjustment will be applied to the number of units in the Vesting Bonus Fund. This will be done by selling a number of units equal in value to the difference between the number of units multiplied by the unit price and the market value of the underlying assets. The remaining units in the Vesting Bonus Fund, if any, will therefore be less than they would have been if a benefit had been paid at a time when the number of units multiplied by the unit price was lower than or equal to the market value of the underlying assets.

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, if applicable, is provided in the statement.

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### **Sanlam Retirement Booster**

An additional rebate on fund charges is invested as a Sanlam Retirement Booster. This rebate is invested on the same plan anniversaries as those indicated in the statement for the loyalty bonus. The rebate will also be invested when the plan is terminated due to a death claim.

If the plan was entitled to a Sanlam Retirement Booster before the continuation, the Sanlam Retirement Booster is included in the amount that is transferred from the existing plan.

The rebate for the Sanlam Retirement Booster amounts to 0.3% of the fund value of the plan before the loyalty bonus is added. However, if the plan is terminated due to a death claim in less than three years from the date on which the last rebate was invested, the rebate percentage will be proportionally reduced.

We will add the rebate to the plan by buying units in the SRB Sanlam Share Fund. Up to 75% of the assets in this investment fund are invested in Sanlam Limited shares. If the date on which the rebate is allocated is not on a working day, we will buy the units on the first working day thereafter. The units in the SRB Sanlam Share Fund may be switched at any time to any other investment fund allowed at the time for this type of plan.

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## **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:

- An **initial marketing charge**, deducted from each 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 **marketing and administration charge**, which consists of two parts:
  - A **fixed marketing and administration charge**, 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.
  - A **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.

For the Vesting Bonus Fund the variable marketing and administration charge will always be calculated on a fund value equal to the number of units in the Vesting Bonus Fund multiplied by its unit price.

- A yearly **guarantee charge**, which is a percentage of the fund value, to pay for the cost of the investment guarantee of every investment fund that offers an investment guarantee. 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.

### **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 not levy an alteration charge.

### **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 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. 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 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.

For the Vesting Bonus Fund the fund-based fee will always be calculated on a fund value equal to the number of units in the Vesting Bonus Fund multiplied by its unit price.

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.

One of the conditions for stopping the recurring payment is a minimum fund value. 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.

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## **Retirement benefit**

The retirement benefit may be taken at any time. The retirement benefit amount is equal to the plan's termination value, which is the fund value.

### **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.

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## **Tax on retirement benefit**

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.
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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 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.

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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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## **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 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.
  - 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. 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.
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