

# **Investment Policy Terms and Conditions**

## **1. Definitions**

### **1.1 1Life Insurance Limited – “the Insurer”**

1Life Insurance Limited (Registration number: 2005/027193/06) is the company that is licensed as an Insurer under the Long-term Insurance Act, and as such issues this Policy. Any underlying Product forming part of this Policy belongs to the Insurer – the Insurer permits you or your appointed FSP to select the underlying Product and will provide you with Policy Benefits in terms of the Policy.

### **1.2 Beneficiary**

The person(s) or legal entity you nominate to receive a Policy Benefit after your death. A Beneficiary can be nominated as a Beneficiary for Ownership or as a Beneficiary for Proceeds. You may nominate up to a maximum of 5 (five) Beneficiaries for Proceeds but only 1 (one) Beneficiary for Ownership.

### **1.3 Business day**

This is any day apart from a Saturday, Sunday or official South African Public holiday. In this document day and business day have the same meaning, except where the clause specifically states “calendar” days.

### **1.4 Financial adviser – “FSP”**

This is the person or entity that you appoint to give you advice or provide you with intermediary services or both and that is duly licensed as a Financial Services Provider in terms of FAIS to render financial services in respect of the Policy.

### **1.5 Index/ Indices/Index Basket/Equity Basket**

The Index to which your underlying Investment is linked as set out more fully in the Brochure.

### **1.6 Investor/Policy holder – “the Investor/Policy holder or you”**

This is the individual or trust in whose name the Policy is issued. You are entitled to receive the Policy Benefits from the Insurer. In this document “you” includes reference to persons acting for you such as a parent or guardian in respect of a minor, or a curator.

### **1.7 Investment Amount**

The once-off lump sum amount paid by you, which must be equal to or more than the minimum amount required in terms of the Product you selected, and that must be received in the bank account nominated by the Administrator and cleared by the bank prior to the new investment cut-off time stipulated.

## **1.8 Investor Account**

This is the account opened by the Administrator for you through which the Policy and the Product you chose are administered.

## **1.9 Life Assured**

This is the individual to whose life the Policy is tied. A legal entity cannot be appointed as a Life Assured. The Policy comes to an end when this person dies. If there is more than one Life Assured, the Policy will end when the last surviving Life Assured dies.

### **1.10 Offer Period**

This is the period during which you are given the opportunity to invest through the Policy in the specific Product for which the Offer Period is open.

### **1.11 Policy – “the Policy”**

The Policy is a Single-Premium Linked Endowment Policy underwritten by the Insurer linked to an underlying Investment Product. Under the terms of the Investment Product, a Fixed Return, based on half of your Investment Amount plus half of your Investment Amount, will become available to you after two years. You may access this money or reinvest it in your Policy. After five years you will receive the other half of your Investment Amount plus any participation in Index growth as more fully described in your Investment Brochure.

### **1.12 Policy Benefit**

This is the sum of money payable to you by the Insurer under the Policy after the initial two-year period and/or on the Scheduled Maturity Date of the Policy, or the date of your earlier withdrawal (whether in full or part) from the Policy, or upon the death of the last surviving Life Assured under the Policy.

### **1.13 Policy Surrender Value**

This is the maximum amount payable on surrender of the Policy prior to the Scheduled Maturity Date. By law, the amount that may be paid out to you is limited. It is the lesser of:

- a. The total value of your Investment Amount, plus 5% interest compounded annually; or
- b. The value of the Investor Account, less any fees and charges.

#### **1.14 Product Issuer**

This Investment is issued and the capital protection provided by Absa Bank Limited.

#### **1.15 Product or Investment Product**

This is the underlying investment instrument, selected by you on the application form, into which your Investment Amount is invested in terms of the Policy that is explained more fully in the Product Brochure.

#### **1.16 Ownership of the endowment policy**

The endowment policy is issued by 1Life Insurance Life limited in favour of the policyholder.

#### **1.17 Product Brochure/ Brochure/Investment Brochure/Term Sheet**

This is the Brochure compiled and issued by the Product Issuer that sets out the details of the underlying Investment Product.

#### **1.18 Scheduled Maturity Date**

This is the date that the Policy automatically terminates and is 5 (five) years from the Policy start date as set out in the Policy Schedule.

#### **1.19 Wealthport (Pty) Ltd – “the Administrator”**

Wealthport Proprietary Limited (with company registration number: 2012/025878/07) trading as Wealthport, is the company that has been appointed by the Insurer to administer the Policy on their behalf. Wealthport (FSP No. 55148), is a licensed administrative FSP in terms of the Financial Advisory and Intermediary Services Act.

#### **1.20 Wealthport Nominees (Pty) Limited – “the Nominee”**

Wealthport Nominees Proprietary Limited (with company registration number 2011/001716/07) is the company that has been approved as a nominee company by the Financial Sector Conduct Authority (FSCA) and that holds the assets in trust.

## **2. Important Documents Relating to your Policy with the Insurer**

### **2.1 Administrator**

2.1.1 *Your investment application form.*

2.1.2 *All supporting documents provided with your application form.*

2.1.3 *The Administrator general and product specific terms and conditions and any amendments as may be applicable from time to time.*

2.1.4 *Investment statements provided by the Administrator.*

### **2.2 Insurer**

2.2.1 *This Policy document and schedule.*

2.2.2 *Any amendment/s to the Policy terms and conditions.*

### **2.3 Product Issuer**

2.3.1 *The Product Brochure/Term sheet*

### **2.4 Your FSP**

2.4.1 *Proposal and any risk profiling information*

2.4.2 *Quote*

### ***Investment Description contained in the Issuer Product Brochure for information purposes only:***

*\*please refer to the official brochure-ware for more detail*

*\*this should be read in conjunction with the disclosures of ABSA Bank Ltd.*

## **3. Laws that Apply to the Policy**

The Policy is subject to all the relevant laws of South Africa. Please note that changes to or replacements of any applicable law may change the terms and conditions of the Policy. The most important laws that apply to this Policy are:

### **3.1 The Long-term Insurance Act – “LTIA”**

This Act controls the administration of insurers and policy benefits provided by them.

### **3.2 Financial Intelligence Centre Act – “FICA”**

This Act requires the Administrator to establish and verify your identity before accepting your investment application to prevent money laundering and terrorist financing. There are also legal obligations that apply to investment in the Policy in terms of the Prevention of Organised Crime Act (“POCA”) and the Prevention of Constitutional Democracy against Terrorism and Related Activities Act (“POCDATARA”).

### **3.3 Financial Advisory and Intermediary Services Act – “FAIS”**

This Act controls the activities of anybody who gives advice or provides intermediary services to investors about financial products. It requires that such persons be licensed and that professional behavior be controlled through codes of conduct.

### **3.4 Income Tax Act**

This Act deals with taxation of income, including dividends and capital gains.

### **3.5 Securities Services Act**

This Act deals with the administration of and participation on registered stock exchanges. Certain provisions may apply to investment in the Product.

## **4. How the Policy Works**

- a. The Policy is issued by the Insurer.
- b. The Insurer appointed the Administrator to make the Policy available and to administer it on its behalf.
- c. The Insurer offers you the opportunity to invest, through the Policy, in a linked Investment Product.
- d. The Investor is the registered owner of this investment which is held in custody, on behalf of the Investor, with an approved nominee company, Wealthport Nominees (Pty) Ltd.
- e. You or your financial advisor must select the Product underlying the Policy. The Insurer may at any time restrict or enhance the range of Products available to you to choose from.
- f. The Policy has a fixed 5- (five) year term and begins on the day set out in your Policy Schedule. It is when the Administrator has accepted your completed and duly signed application form, together with your supporting documents and your Investment Amount is invested via the Nominee’s bank account into the Product.
- g. After two years you will receive a Fixed Return based on half of your Investment Amount plus half of your Investment Amount. You may access this money or leave it in your policy to be reinvested.
- h. After five years you will receive the other half of your Investment Amount plus any participation in Index growth as more fully described in your Investment Brochure.
- i. If you need to make an early withdrawal before the end of the two years you can ask the Issuer to redeem the entire Investment linked to your Policy at the prevailing market price provided by ABSA.
- j. If you choose to take the proceeds as mentioned in (g) above no further withdrawals may be made until expiry of the five-year period.
- k. If you chose to reinvest the proceeds after two years as mentioned in (g) above and thereafter,

before expiry of the five-year period, need access to your money you can ask the Issuer to redeem your investment in full at the prevailing market price provided by ABSA.

- I. Early withdrawal, other than relating to the partial availability of funds after two years, from your investment account may be subject to fees and charges that can impact on the value of the final amount paid to you.

The Policy has a fixed termination date and will end on the Scheduled Maturity Date. On this date, the remaining Investment amount plus any fixed and/or variable returns due to you becomes payable under the Product to the Insurer and Policy Benefits will become payable to you by the Insurer.

The Product is a linked endowment policy, which means that the returns you will earn under the Policy are directly linked to the underlying investments. 1Life itself does not guarantee the returns you will earn under the policy. However, the guarantee of the capital and the guaranteed two-year fixed return is provided by an underlying deposit taking institution, in this instance ABSA Bank LTD (Local Rating: Aal.za).

The Policy will terminate earlier than the Scheduled Maturity Date when:

- a. You withdraw the total amount available under the Policy or the balance left after withdrawal is less than R2 500.00.
- b. The last Life Assured dies prior to the Scheduled Maturity Date.

At the maturity date and/or after the two-year period has expired without any redemptions, and if you do not claim the funds it will automatically be switched to a money market portfolio, where after you have the option to switch into any available portfolios.

You also have the choice of leaving the money in the policy, which is now considered to be a matured endowment, or to reinvest it into another Product for another five-year term.

Please note the following in relation to early withdrawals:

Legislation provides that during any restriction period, you may only make one withdrawal. The maximum amount you may withdraw is the lesser of:

- Contributions during the restriction period, including any market value in the policy the day before the restriction period started plus 5% compound interest; or
- The market value of the investment amount less fees and charges. Any remaining balance more than R2 500.00 or as may be prescribed in legislation from time to time, must stay invested until the restriction period ends.

The restriction period is imposed by legislation. It is a period in which there are restrictions on the withdrawals you may make from the policy. This applies to the first five years of the policy

1Life Insurance Limited (the underwriter of the Policy) may use its tax position the benefit of the Policyholder to provide a reduced capital gains tax rate and/or income tax rate for the Policyholder. The tax benefit of the 1Life Insurance (the underwriter of the Policy) is reflected in the rate of return reflected in your quote and stipulated in this Policy.

Proceeds are paid out tax free to the Policyholder but any participation in Index growth in excess of 15% p.a. simple after five years is subjected to tax according to the Policyholder's tax position.

## **5. Your Rights and Responsibilities**

It is important that you read and understand the terms and conditions applicable to the Policy, terms contained in this Policy document, Administrator application forms, the Administrator Standard Terms and Conditions as it describes amongst other important information, the fees associated with this Policy, the regulatory environment, legal entities involved as well as the regulatory and operational rules of this Policy.

It is in your best interest to seek professional advice and guidance to ensure you make the correct investment decision. Every investment involves some degree of risk and may have early termination consequences impacting on your investment value. Consider your investment from a financial, legal, tax, accounting and regulatory perspective, by seeking professional advice and guidance where required.

### **5.1 Obtain independent, professional advice**

The Insurer and the Administrator cannot give you any advice. If you need financial, legal or tax advice or assistance in respect of investing in the Policy, it is your responsibility to consult with a professional adviser.

### **5.2 Appoint a Financial Service Provider (FSP)**

You must appoint a FSP to provide you with financial advice or other financial services regarding the Policy, or to act on your behalf when dealing with the Administrator, by completing the relevant section on the application form. The Administrator will pay the fee as agreed and reflected in the Policy Schedule to the FSP.

You should obtain proof from the FSP that he/she/it is licensed to give you financial advice on this investment based on his/her/its FAIS license(s) read with the conditions or restrictions applicable to his/her or its FAIS license(s).

The FSP you appoint is not an employee or agent of the Administrator or the Insurer but acts independently from the Administrator and the insurer. If you elect to deal with the Administrator

through the FSP, and his/her/its details appear on the application form, it will be assumed that all future dealings will also, until the Administrator is advised otherwise, take place through that FSP.

### **5.3 Change your FSP**

You may appoint a new FSP that the Administrator has authorised to market its products at any time by informing the Administrator in writing. You must specify the fees that you agree with your new FSP. The Administrator will cancel the existing appointment, record the appointment of the new FSP and confirm the change with you, your current and new FSP. The Administrator will thereafter pay any agreed fees to the newly appointed FSP unless you advise them otherwise.

### **5.4 Confirm you understand the implications of replacing an existing financial product with the Policy**

You must confirm to the Insurer via the Administrator on a “Replacement Policy Advice Record” that you understand the consequences of replacing an existing financial product with the Policy. Therefore, if this Policy is a replacement (in whole or in part) of another existing financial product you own, please ensure you understand the actual and possible implications and costs involved and if in doubt or need further information about the replacement policy, you should liaise with your appointed FSP.

### **5.5 Send instructions to the Administrator**

The Administrator receives and accepts your instructions on behalf of the Insurer from your financial advisor on record. All your instructions to the Administrator must be completed on their latest forms that are available via their website or from your FSP.

You or your duly mandated FSP must send instructions by fax or e-mail to the numbers, or any other means as may be acceptable to the Administrator from time to time as provided on the Product and Policyholder application forms. It is the responsibility of the sender of the fax or the e-mail to ensure that the completed forms have been received by the Administrator. The sender can contact the Administrator telephonically at the telephone numbers specified on Product and Policyholder application forms.

### **5.6 Provide complete and accurate information**

You must complete and sign the application form and ensure that all of the information, including any supporting documentation, is accurate, clear and complete. You must initial any changes to the information you submit. With your signature on the application form, you acknowledge, declare and confirm that you understand and agree with the contents of the application form.

### **5.7 Choose the underlying Product for the Policy**

The Insurer permits you to select the underlying Product forming part of this Policy from a range of



financial products made available to them. The Insurer may restrict or enhance the available options at any time, or suspend further investments into a Product, and the Administrator or your FSP will contact you if this happens.

### **5.8 Comply with FICA and keep details and supporting documents updated**

You must comply with certain requirements under FICA before the Administrator will process your application form or subsequent instructions. You must provide your FSP, and if specifically, so required, the Administrator with certain information of a personal and financial nature required for purposes of identification and verification. Please refer to Section 6 below in this regard.

You warrant that the money which you are investing in the Policy is not the proceeds of unlawful activities or related to terrorist financing activities and understand that the Administrator or FSP may request proof from you regarding the source of these funds at any time.

You must update your personal and banking details if the details change and provide the FSP and/or the Administrator with new supporting documentation. All supporting documents must be clear and readable, less than 3 (three) ) months old and copies must be correctly certified. The Administrator reserves the right to request any additional supporting documents that may be required for verification purposes.

### **5.9 Appoint a Life Assured**

There must be at least one Life Assured appointed for the Policy which must be a natural person. If the Investor is a natural person, you will automatically be appointed as the Life Assured under the Policy and you may appoint 1 (one) additional Life Assured. The maximum age at inception of the Policy for the youngest Life Assured may not exceed age 90 (ninety) on his/her next birthday. You can add another Life Assured during the term of the Policy but cannot remove or replace an existing Life Assured. If the investor is a company a maximum number of five life assureds may be nominated.

### **5.10 Adhere to Administrator timelines**

All documentation required by the Administrator in respect of the investment under the Policy must be delivered to the Administrator in accordance with the timelines set out in this document and your Investment application form. If you and/or your FSP fail to adhere to the timelines, the Administrator may deem your investment instruction as cancelled and will repay the Investment Amount less any costs incurred by the Administrator.

### **5.11 Pay the Investment Amount**

The Administrator will only accept your Investment Amount prior to the end of an Offer Period and does not accept cash payments. You must pay the Investment Amount into a separate designated

Policyholder bank account in the name of the Insurer in South African Rand, by way of electronic transfer or bank deposit.

You must make sure that your Investment Amount is available in the bank account indicated on the Product Application form on or before the date as specified by the Administrator.

#### **5.12 Read statements and report errors**

The Administrator will send you periodic statements and you or your FSP may request a statement in writing, via fax or telephone at any time. If you find any errors, you have 30 (thirty) days to inform the Administrator. Therefore, please read all documents you receive in respect of the Policy promptly and carefully.

#### **5.13 Make an early withdrawal from the Policy**

Under the Long-term Insurance Act, only 1 (one) full or partial withdrawal from the Policy is permitted during the 5 (five) year term of the Policy. You can request an early withdrawal by submitting a completed and signed "Surrender or Partial Withdrawal Form" to the Administrator any time after the expiry of one year after inception and before the scheduled maturity date.

When you request an early withdrawal other than the partial availability of funds after two years, the Administrator, on behalf of the Insurer, will request an early withdrawal from the Product Issuer.

The amount due to you, will be paid to you once all processing and regulatory requirements have been met.

**Please note:** The Insurer may require you to withdraw in full from the Policy if the difference between a partial withdrawal amount and the balance in the Investor Account is less than R2500, or such other amount prescribed by legislation. The entire amount remaining will be paid to you and the Policy will terminate.

#### **5.14 Cede the Policy as security or outright (transfer ownership)**

You may use the Policy as security with another person or financial institution during its 5- (five) year term. You or your FSP must notify the Administrator immediately if you have done this and request that they record the security cession. It is your responsibility to manage the repayment of the debt and make sure the cession is cancelled when appropriate. By recording the security cession on its records, neither the Insurer nor the Administrator is confirming that the cession is in fact valid in law. It is up to you and the party taking cession to ensure the cession is valid and lawful.

You may transfer ownership of your Policy to another person. The other person will become the policyholder provided they meet the requirements of the Administrator and have completed and submitted the relevant documentation.

### **5.15 Decide what happens to the Policy after your death**

You may nominate Beneficiaries to receive the Policy Benefits on your death. It is important to keep your nominations up to date. To change your nomination, you must complete and sign a Beneficiary Nomination form. This form must be received by the Administrator while you are still alive.

### **5.16 Beneficiary for ownership**

If you are not the Life Assured, or if there is more than one Life Assured, you may nominate a Beneficiary for ownership. This is only possible if the Investor is a natural person. This Beneficiary will become the owner of the Policy after your death if there is still a surviving Life Assured.

### **5.17 Beneficiary for Proceeds**

If you are a natural person and the only Life Assured, you may nominate a Beneficiary for proceeds. This Beneficiary will receive payment of the Policy Benefit after your death. Proceeds will be shared equally between those persons nominated unless you specify otherwise.

If you die, and there are no other Lives Assured under the Policy, the Policy will terminate and the Policy Benefit will become payable to any Beneficiary for proceeds that you may have nominated in writing. If no such Beneficiaries for proceeds were nominated, then the Policy Benefit will become payable to your estate. If you are a company and the last life assured dies the Policy will terminate and Policy Benefit will be paid to the company.

If you ceded the Policy as security, the rights of the person to whom the Policy has been ceded takes preference over the rights of Beneficiaries, but only if the security cession was recorded by the Administrator. A Beneficiary for ownership nomination will lapse if the Policy is ceded outright, surrendered in full or if the Beneficiary for ownership accepts the nomination. The Financial Service Providers Role and Responsibilities

### **5.18 Maintain the relevant FAIS license**

The FSP appointed by you must be licensed by the Financial Sector Conduct Authority (FSCA) in terms of FAIS to provide the advice and financial services in respect of the Policy in terms of his/her/its FAIS license, read with the conditions or restrictions applicable to his/her/its FAIS license. The FSP must maintain this license on an ongoing basis and must immediately inform the Administrator should his/her/its license be suspended or revoked for any reason.

### **5.19 Act in accordance with your mandate**

The FSP must act with honesty and integrity and in accordance with the mandate in terms of which you appointed him/her in all its dealings on your behalf with the Insurer and the Administrator. The

FSP must provide the Administrator with a copy of such mandate promptly on request, or together with the initial application form if he/she has entered into a discretionary mandate with you.

### **5.20 Provide financial advice and information on the Policy and Product**

The FSP gives you advice on whether the Policy is suitable for your needs and meets your investment objectives. He/she must understand and provide you with sufficient particulars relating to the Policy, the Product and any other related financial services and documents, for you to make an informed investment decision. He/she must specifically, fully and adequately explain the information contained in the Product Brochure, and the fees and charges applicable under the Policy.

The FSP must also explain the potential or actual consequences of replacing an existing financial product with the Policy, especially the costs involved.

### **5.21 Policyholder identification and screening**

The FSP must satisfy himself/herself/itself of the identity of the Investor and of the status of the Investor as sanctioned or non-sanctioned person or entity in terms of anti-money laundering legislation and any United Nations sanctions lists before entering into a business relationship with the Investor, or before concluding any transaction with the Administrator or with the Insurer for and on behalf of the Investor.

The FSP must explain the relevant FICA and other anti-money laundering requirements to the Investor and must also explain what the consequences will be if the Investor does not provide the Administrator and the Insurer with the required documents. Neither the Administrator nor the Insurer shall be liable or responsible for any damages or loss as a result of any delay in the processing of the application form as a result of non-compliance with the requirements in terms of FICA, POCA, POCDATARA and the United Nation's sanctions lists.

### **5.22 Receive statements and correspondence**

Unless otherwise instructed by you, and where relevant, the Administrator will send and/or transmit all statements, reports or other relevant correspondence or documents in respect of the Policy, including this Policy document, to you and the FSP.

## **6. The Insurers Rights and Responsibilities**

### **6.1 Provide Policy Benefits**

The Insurer must provide a Policy Benefit in South African Rand which will be paid by the Administrator by electronic fund transfer only, into a current, transmission or savings account in the name of the person entitled to the Policy Benefit. No payments will be made to third-party bank accounts.

## **6.2 Deduct and pay tax**

**An assessed tax loss incurred by 1Life Insurance Limited (the underwriter of the Policy) may be used to the benefit of the Policyholder to provide a reduced capital gains tax rate and/or income tax rate for the Policyholder.**

The Policy Benefit paid to you is not subject to income tax or capital gains tax in your hands. The return quoted is net in your hands, however any participation in Index growth in excess of 15% p.a. simple after five years is subjected to tax according to the Policyholder's tax position.

## **6.3 Suspend investment into the Product under the Policy**

The Insurer may suspend investment into the Product under the Policy at any time and will give written notice to this effect to the Administrator and the FSP.

## **6.4 Change the terms of the Policy**

The Insurer may make changes to the terms of the Policy but may not reduce the rights and benefits you have under the Policy unless the amendment is due to changes in taxation, legislation or practice or interpretation by any court, regulatory authority or the Insurer. Any such changes will be communicated to you and your FSP in writing by the Insurer.

# **7. The Administrators Rights and Responsibilities**

## **7.1 Make the Policy available and deal with investors**

The Administrator has been appointed as a binder holder by the Insurer to make the Policy available to investors through its administrative platform. The Administrator is also authorised to administer the Policy and to pay all Policy Benefits due under the Policy, and in doing so, to deal with investors on behalf of the Insurer.

## **7.2 Communicate with you**

The Administrator will communicate with you on behalf of the Insurer. On your instruction, the FSP may receive all communications on your behalf, or may be copied on these communications.

The Administrator will:

- a. Provide you and the FSP with this Policy document, the Policy Schedule and all information about the Investor Account.
- b. Advise you and/or the FSP that the application form and the relevant supporting documents have been received, and whether delivery or submission of any outstanding or additional documents under FICA is required.
- c. Provide you and the FSP with a minimum of 3 (three) months' notice of a variation in the fees

and charges payable.

- d. Provide you and the FSP with reasonable notice about changes made to the Policy by the Insurer or in respect of the availability of the Product.
- e. Provide annual statements to you and the FSP.
- f. Provide statements to you or your FSP on request.
- g. Provide early redemption valuation to you or your FSP on request.

### **7.3 Process your instructions**

The Administrator will process all instructions in respect of the Policy. The Administrator may on behalf of the Insurer accept, delay or deem as cancelled your instructions, based on business requirements and administrative processes, the minimum Investment Amount required, timing standards, and the relevant legislation at the date of your instruction.

You consent that the Administrator may implement all instructions received via email or fax, which appear to come from you or your FSP, provided the Administrator exercised reasonable care to establish the identity of the issuer of the instructions.

The Administrator will identify the Investment Amount deposited by you by reference to the cheque or direct debit instruction sent to the Administrator for purposes of investment in the relevant Product. If the Administrator cannot identify you via the means of payment, the Administrator will request an alternative, acceptable means of identification and/or verification from you or the FSP.

Processed on the same or following business day, when the Administrator has received a fully and correctly completed, duly signed application form.

### **7.4 Processing timelines**

#### *7.4.1 New Policy application*

Processed after the Administrator has received a fully and correctly completed, duly signed application form or additional investment application form (for a new policy by existing Investor) with all required FICA documentation; and your Investment Amount reflects in the Nominee bank account.

**Please note:** Payments by way of an electronic bank payment via the internet or once-off debit may take up to 2 (two) Business Days from the date of making the electronic bank payment to be received and/or recorded in the bank account of the Nominee Company.

#### *7.4.2 Early withdrawal*

Processed on the same or following business day, when the Administrator has received a fully and correctly completed, duly signed early withdrawal form before 11:00, in order to receive value for the

price on such day. If the bank details provided on the withdrawal form differ from those recorded on the Investor's account, proof of bank details must be provided before the instruction will be executed by the Administrator on the market. Payment of the Policy Surrender Value into the Investor's bank account will be made 7 (seven) business days after processing the instruction.

#### *7.4.3 Cessions*

Processed on the same or following business day when the Administrator has received a fully and correctly completed, duly signed security cession or outright cession form before 11:00.

#### *7.4.4 Pay Policy Benefits*

Payment of Policy Benefit on Scheduled Maturity Date into verified Investor bank account within 7 (seven) business days after processing instruction.

### **7.5 Deduct and pay fees and charges**

The Administrator will collect and distribute the investment and/or transaction charges and fees payable under the Policy.

### **7.6 Pay bank interest**

Bank interest earned on the first completed day of the Policyholder deposit in the Administrator bank account designated for Policyholder monies will be used to pay for Administration expenses, subject to relevant legislation. Subsequent interest shall accrue for the benefit of the Policyholder by way of adding such interest to the investment amount of the Policyholder. Should the Administrator not be able to purchase a full unit with the interest amount accrued, a default Money Market Fund will be purchased on behalf of the Policyholder and allocated to a discretionary investment portfolio that will not form part of the Endowment Investment. No interest shall be payable to Policyholders in relation to monies held in bulk during the execution of a switch or repurchase transaction, if time standards, stipulated as part of the service levels to Policyholders are adhered to.

### **7.7 Make payments**

The Administrator will make payments on behalf of the Insurer. No third-party payments will be made.

### **7.8 Insurance cover**

The Administrator maintains professional indemnity and fidelity insurance cover. This means you are protected against fraud, negligence, and dishonest conduct by the Administrator.

## **8. Fees and Charges**

All the fees and charges payable under the Policy are set out in the documents. The fees and charges must be explained to you by your FSP. With your signature on the application form, you acknowledge, declare and confirm that you understand what fees and charges are payable.

## **9. Exclusions, Risks and Responsibility**

### **9.1 Advice**

No communication of any nature received from the Administrator in respect of the Policy or the Product can be regarded as tax, legal, accounting or financial advice. You are responsible for obtaining your own professional advice about the consequences of investment in the Policy and/or Product.

### **9.2 Switching out of the Product**

You cannot switch your investment from the underlying investment instrument to another product offered by the Insurer until the end of the restriction period. You may only make an early withdrawal as explained in Section 4 above.

### **9.3 Cooling-off period**

A cooling off period applies to the Policy. This means you have the right to cancel the Policy within 30 calendar days from the date on which the Administrator confirms that your application has been accepted. You must submit your cancellation instruction to the Administrator in writing. No right to cancel applies if you received any benefits during the cooling-off period. The amount that becomes payable to you on cancellation is the value of your Investment Amount less losses suffered during administration of the Policy.

You are responsible for losses suffered as a result of:

**9.3.1** Delays in the processing or the rejection of your investment application for reasons beyond the Administrator's control. Included but not limited are:

- a) If your FSP does not have a FAIS license or acts beyond the scope of the FAIS license.
- b) If your FSP is not authorised to market the Administrator's products.
- c) If you or your FSP on your behalf submits unauthorised instructions.
- d) If you or your FSP provides us with incorrect information.
  
- e) If a third party does anything illegal or invalid or does not do something they should have done.
- f) If you or your FSP fail to comply with FICA.



- g) If the Administrator cannot verify your bank account details.
  - h) Any legal requirements, product limits, timing standards, administrative practices and procedures that apply to the Policy and Product.
- 9.3.2 If you are married in community of property, failure to get your spouse's permission.
- 9.3.3 Your FSP does not provide you with correspondence sent to them, or if any correspondence is lost in the mail.
- 9.3.4 A person acting for you are acting beyond the scope of their authority.
- 9.3.5 Changes in tax or other laws that affect the Policy and/or Product.
- 9.3.6 The failure or delay of any networks, electronic or mechanical devices, or any other form of communication used to process instructions.
- 9.3.7 Your FSP being in possession of or using information that you deem confidential.
- 9.3.8 Electronic transacting, whether via telephone, other electronic means or by fax.

#### **9.4 Life cover and Policy loans**

You cannot obtain a loan from the Insurer via the Policy. You may use the Policy as security for a loan from another person or institution.

## **10. Complaints**

If the Policyholder is not satisfied with any aspect of this contract, complaints may be directed to the Administrator Policyholder Service Centre available on 010 593 3103 or via email to [admin@wealthport.co.za](mailto:admin@wealthport.co.za). The Administrator will endeavor to resolve any complaints received within 24 hours or, if the complaint requires further investigation or management involvement, the complaint will be resolved as soon as possible after it is received, not exceeding 20 working days. Please refer to the Administrator website at [www.wealthport.co.za](http://www.wealthport.co.za) for a copy of the Wealthport Complaints Resolution contract or a copy can be obtained from the Policyholder Services Centre 010 593 3103 or at [admin@wealthport.co.za](mailto:admin@wealthport.co.za).

If a Policyholder has not received a response within 20 working days or is not satisfied with the response, the Policyholder may contact the Ombudsman for Long Term Insurance at:

Private Bag X45	Telephone: +27 21 657 5000
Claremont	Fax: +27 21 674 0951
7735	Email: <a href="mailto:info@ombud.co.za">info@ombud.co.za</a>

Website: [www.ombud.co.za](http://www.ombud.co.za)

If a Policyholder has a complaint about the Administrator relating to this policy, or is not satisfied with the response, the Policyholder may contact the Ombudsman for Financial Services Providers at:

PO Box 74571	Telephone:	+27 12 762 5000
Lynnwood Ridge	Fax:	+27 12 348 3447
0040	Email:	info@faisombud.co.za

Website: [www.faisombud.co.za](http://www.faisombud.co.za)

If you require any assistance on any matter relating to compliance by the Administrator or the Insurer you may contact the respective compliance departments as follows:

Wealthport:	010 593 3103
1Life:	0860 99 99 54