

# Living Annuity Application Form

The M&G Living Annuity is underwritten by MandG Investments Life South Africa (RF) Ltd (Registration number: 2008/013338/06) (M&G Life) an approved long-term insurer. MandG Investments Unit Trusts South Africa (RF) Ltd (the Manager) is authorised as a Manager in terms of the Collective Investment Schemes Control Act (CISCA). Portfolio assets are managed by MandG Investment Managers (Pty) Ltd (Registration number: 2013/051515/07), which is an approved discretionary Financial Services Provider (#45199) for the MandG SA group (M&G Investments).

## Our contact details

**Sharecall:** 0860 105 775  
**International:** +27 21 670 5101  
**Email:** [instructionsa@mymandg.co.za](mailto:instructionsa@mymandg.co.za)  
**Web:** [www.mandg.co.za](http://www.mandg.co.za)

**Postal address:**  
 PO Box 23167  
 Claremont  
 7735

**Physical address:**  
 7<sup>th</sup> Floor, Protea Place  
 30 Dreyer Street  
 Claremont

## How to complete this form

- **Section 1** is mandatory, please complete in full. No section of the form may be left blank on a signed application form. If a particular section of this form does not apply to you, draw a line through the particular section.
- Please indicate and sign the appropriate declaration under **Section 9**.
- Information written outside of the relevant fields in this application form will not be considered when processing your application.

### By signing this application form, you confirm:

- You have viewed the latest product information on our [website](#) (fact sheet) in respect of the funds selected in **Section 3** and know the risks and fees associated with your investment choice.
- You have read and agree to the latest **Living Annuity Policy Document**, available on our [website](#) or upon request, which forms part of this application form.
- If you are uncertain of your investment choice please consider speaking to a Financial Adviser as M&G Investments is not authorised to provide financial advice.

## Document checklist

- This completed, signed and dated application form
- Proof of identity
- Proof of bank account (not older than three months)
- Tax directive from SARS, if we need to deduct a lower tax rate than that in the current SARS income tax tables
- If you are authorised to act on behalf of the investor, please provide proof of authority and complete **Annexure A**

## What happens next

- Please e-mail a copy of this completed and signed application form accompanied by the supporting documentation to [instructionsa@mymandg.co.za](mailto:instructionsa@mymandg.co.za). We reserve the right to request additional documents, if required.
- Processing can only happen once all the necessary documentation has been received. Failure to do so will cause a delay in your funds being invested.

## Important information

- **Daily cut-off times:** 11:30 for M&G Money Market Fund  
13:30 for all other investment options
- **Correspondence preferences:** The default method of communication will be email. If you prefer your correspondence via post, contact Retail Client Services on 0860 105 775 or on [info@mandg.co.za](mailto:info@mandg.co.za).
- **Secure online access:** You will automatically be registered for online access. If you would like your access removed, contact Retail Client Services on 0860 105 775 or on [info@mandg.co.za](mailto:info@mandg.co.za).



### 3 Investment options

Please select the fund you wish to invest in from the table below.

M&G funds	Class	Annual management fee (excl. VAT)	Lump sum investment amount
2.5% Target Income Fund	A	1.15%	R
5% Target Income Fund	A	1.00%	R
7% Target Income Fund	A	0.85%	R
Balanced Fund	A	1.00%	R
Dividend Maximiser Fund	A	1.00%	R
Enhanced Income Fund	A	0.75%	R
Equity Fund	A	1.00%	R
Bond Fund	A	0.60%	R
Income Fund	A	0.50%	R
Inflation Plus Fund	A	1.00%	R
Global Balanced Feeder Fund	A	0.50%	R
Global Bond Feeder Fund	A	0.50%	R
Global Equity Feeder Fund	A	0.50%	R
Global Inflation Plus Feeder Fund	A	0.50%	R
Global Property Feeder Fund	A	0.50%	R
Money Market Fund	A	0.25%	R
Property Fund	A	1.00%	R
Other			R

### 4 Income details

Please indicate your income frequency and income drawdown

Income frequency                      Monthly                       Quarterly                       Half-yearly                       Yearly

Please note the withdrawal date is the 23rd day of the month. If the withdrawal date is over a weekend or on a public holiday, it will move to the previous business day. The payment will be made the following business day. Funds may reflect within 3 business days from the date of payment.

M&G fund	Income amount	Income percentage
	R	%
	R	%
	R	%
	R	%
	R	%

#### Tax deduction from your income (drawdown amount)

Unless you instruct us to use a different tax rate, we will deduct tax according to the SARS income tax tables for the current tax year, before we pay the net amount into your bank account.

If you want us to deduct a specific rate, please specify the rate  %

(If you want us to deduct a lower rate than your rate according to the SARS income tax tables for the current tax year, you would need to send us a tax directive from SARS)

**5 Beneficiary nominations**

If you nominate a beneficiary, the remaining capital within your investment will belong to your beneficiary in case of your death. If there is no beneficiary, the remaining capital will belong to your estate. To nominate additional beneficiaries, or amend your beneficiary nominations, please complete a **Living Annuity Change of Beneficiary Details Form**. Please ensure that the beneficiaries' shares total 100%.

- If you appoint more than one beneficiary, please show the share per beneficiary.
- To nominate more than 4 beneficiaries, please attach a separate sheet with the details.
- In the event that a minor does not hold an identity document, kindly provide the date of birth. Please also indicate the legal guardian of the minor.
- In the case of a Living Annuity, payment to beneficiaries nominated will be made in terms of the Insurance Act 18 of 2017.
- Should there be no surviving beneficiary at the date of your death, proceeds of the policy shall be paid to your Estate.
- If a beneficiary dies before you, and you do not amend your nominations, on your death the deceased beneficiary's share will be split proportionally amongst the surviving beneficiaries.

	Beneficiary 1	Beneficiary 2
Surname		
First names		
Relationship		
Country of residence		
SA ID number/Passport number	<input type="text"/>	<input type="text"/>
Passport country of issue		
Passport expiry date	<input type="text" value="D D M M C C Y Y"/>	<input type="text" value="D D M M C C Y Y"/>
Country of tax residence		
SA tax number	<input type="text"/>	<input type="text"/>
Other country's tax number	<input type="text"/>	<input type="text"/>
Share	%	%
Legal guardian name (if applicable)		

	Beneficiary 3	Beneficiary 4
M&G client account group		
Surname		
First names		
Relationship		
Country of residence		
SA ID number/Passport number	<input type="text"/>	<input type="text"/>
Passport country of issue		
Passport expiry date	<input type="text" value="D D M M C C Y Y"/>	<input type="text" value="D D M M C C Y Y"/>
Country of tax residence		
SA tax number	<input type="text"/>	<input type="text"/>
Other country's tax number	<input type="text"/>	<input type="text"/>
Share	%	%
Legal guardian name (if applicable)		

If you are married in community of property, and want to nominate a beneficiary other than only your spouse, we need your spouse's signature.

Full name of spouse

Signature of spouse

Place

Date

## 6 Bank details

### For income payments

Name of bank account holder

ID/Registration number of bank account holder  (Only if this is different to the investor and/or the investor is a minor)

Name of bank

Branch name  Branch code

Account number

Type of account    Current/Cheque     Savings

## 7 Communication

Please note that we will send all communications, including confirmation of changes to your static details (e.g. change of bank account, email address, contact details etc.), transaction confirmations, statement confirmations as well as all general communications, to the email address listed under **Section 1** of this application form.

It is your responsibility to ensure that this email address is your own and that it is not accessible by others.

## 8 Financial Adviser

Where applicable, you the investor, hereby appoint the below-mentioned person as your Financial Adviser and authorise the payment of fees by the Manager to this Financial Adviser from your investment. These fees are negotiated between you and your Financial Adviser. The Manager has no involvement in this arrangement other than to pay the agreed fees from the investment as instructed by you on the following basis:

**Ongoing adviser fee:** Should you agree to an ongoing adviser fee, this will be paid via the regular repurchase of your units, subject to a maximum of 1% (excl. VAT).

**Initial adviser fee:** A maximum initial adviser fee of 1.5% (excluding VAT) may be charged and will be deducted before the investment is made.

M&G funds	Initial adviser fee (excl. VAT)	Ongoing adviser fee (excl. VAT)
2.5% Target Income Fund	%	%
5% Target Income Fund	%	%
7% Target Income Fund	%	%
Balanced Fund	%	%
Dividend Maximiser Fund	%	%
Enhanced Income Fund	%	%
Equity Fund	%	%
Bond Fund	%	%
Income Fund	%	%
Inflation Plus Fund	%	%
Global Balanced Feeder Fund	%	%
Global Bond Feeder Fund	%	%
Global Equity Feeder Fund	%	%
Global Inflation Plus Feeder Fund	%	%
Global Property Feeder Fund	%	%
Money Market Fund	%	%
Property Fund	%	%
Other	%	%

### Financial Adviser information

I declare, in respect of the relevant South African laws, regulations, industry guidelines, common law and case law that:

1. I am acting as the Investor's appointed Financial Adviser in accordance with a valid mandate concluded between myself and the Investor.
2. I have verified the identity of the Investor and confirm his/her signature.
3. I have made the necessary disclosures required by law under the Financial Advisory and Intermediaries Services Act, 37 of 2002 (FAIS Act).
4. I am competent and accredited to provide investment advice in respect of the investment(s) reflected in this application form.
5. I have read the application form and the terms and conditions of this investment and have explained them to the Investor. To the extent they apply to me, I agree to be bound by the contents of this application form.
6. I will forward any and all Investor documents to the Investor as soon as I receive them.
7. I have read and accepted the updated Financial Services Provider Terms & Conditions, which apply to me. I am aware that a copy of the updated Financial Services Provider Terms & Conditions is available on M&G Investments' website ([www.mandg.co.za/financial-adviser/terms-and-conditions/](http://www.mandg.co.za/financial-adviser/terms-and-conditions/)) and that I may request a copy thereof from M&G Life.
8. I have explained all fees relating to the investment to the Investor and I acknowledge that the Investor may instruct M&G Life to cease paying the ongoing adviser fee at any time.
9. I will assist the Investor with periodic reviews of his/her investments including, where applicable, annual income revisions, in return for the ongoing adviser fee.
10. I acknowledge and agree that I will only act on the Investor's instruction when submitting any instructions to M&G Life for the Investor, either via forms, in writing or via M&G Investments secure online platform;
11. I acknowledge and agree that M&G Life and M&G Investments will not be held liable for loss or damage which may result from M&G Life acting on any instructions submitted to M&G Life by me or my office for the Investor, and I hereby indemnify M&G Life and M&G Investments against all direct or indirect claims (including claims for consequential damages) which may be made against M&G Life and M&G Investments in this regard. This indemnity does not extend to any claims in respect of loss or damage which results from any negligent or wilful errors or omissions committed by M&G Life.

Existing M&G Adviser Number  Existing FSP license number

Name of Financial Adviser

Name of Financial Services Provider

Signature of  
Financial Adviser

Place

Date

## 9 Investor Declaration

### By signing this form, you represent and warrant to M&G Life that:

- You have read and understood the investment overview/Policy Document.
- You understand that it is your responsibility to carefully consider on your own, or by seeking advice from a Financial Adviser, whether your chosen investment is appropriate for you.
- You are not relying on any communication from M&G Life - whether written, oral or implied - as investment advice or as a recommendation to enter into the insurance policy.
- You are acting for your own account and you have made your own independent decision to enter into this investment, based on your own judgement and on advice from your Financial Adviser, where necessary.
- The source of any investment amount has been declared or all other aspect of a transaction relating to this investment complies with the Financial Intelligence Centre Act (FICA).
- You consent to M&G Life enquiring to verify the information in this application form and obtaining any other information concerning you and/or the source of the investment amount from any party.
- You declare that the origination of the investment amount is an approved retirement fund and warrant that the rules of the originating transferring fund allows you to purchase an annuity in your own name and for your benefit and that the benefits offered in terms of this policy coincide with the benefits in terms of the originating transferring fund.
- You accept the risk of communication method selected and understand that M&G Life shall not be liable in the event that communication was not received whether due to the failure, malfunction or delay of any networks or electronic or mechanical device or otherwise.
- The information in this form is true and correct. All material facts must be accurately disclosed. You are responsible for the accuracy and completeness of all answers, statements or other information provided on your behalf.
- Where this application is signed in a representative capacity, you have the necessary authority to do so, and this transaction is within your power.
- You have read, understood and agree to the latest Terms and Conditions ([www.mandg.co.za/personal-investor/terms-and-conditions/](http://www.mandg.co.za/personal-investor/terms-and-conditions/)) which you understand may have changed since your original investment.
- You understand that the documents listed below form the entire agreement between you and M&G Life within the ambit of the LTIA, Insurance Act, Income Tax Act 58 of 1962 and any other directives promulgated under those acts. You have read and understand the content of the documents and agree to be bound by the content of the following:
  - This application form
  - The terms and conditions of my living annuity investment
  - The Policy Document
  - Any declarations made by you
- If you have appointed a Financial Adviser in respect of your investment with M&G Life, you hereby acknowledge and agree that by appointing such Financial Adviser, you instruct and authorise M&G Life to act on instructions received from your Financial Adviser and his/her office either via e-mail, in writing or via M&G Investments' secure online platform;
- If you have appointed a Financial Adviser in respect of your investment with M&G Life, you hereby confirm that you have concluded a written agreement appointing your Financial Adviser, which agreement remains in force;
- If you have appointed a Financial Adviser in respect of your investment with M&G Life, you hereby indemnify M&G Life and M&G Investments against any direct or indirect claims (including claims for consequential damages) which may be made against M&G Life and M&G Investments in respect of loss or damage which may result from M&G Life acting on any instructions submitted to M&G by yourself or via your Financial Adviser and his/her office. This indemnity does not extend to any claims in respect of loss or damage which results from any negligence or wilful errors or omissions committed by M&G Life.
- You hereby acknowledge and confirm that in the event that you are a victim of a cybercrime (e.g. hacked, phished, pharmed, identity theft scams, malware, spoofed, keylogging, sniffing, invasion of privacy etc.) committed by a third party and an instruction is given to M&G Life in your name, whether or not authorised or known by you, M&G Life and M&G Investments will not be responsible for any loss or damage which may result from M&G Life following such instruction and you hereby indemnify M&G Life and M&G Investments against all direct or indirect claims (including claims for consequential damages) which may be made against M&G Life and M&G Investments in this regard.
- You hereby consent to M&G Life processing your personal information as described in the terms and conditions set out below.
- The above representations are considered by M&G Life to be material. As the investments are placed in underlying CIS portfolios, the following risk warning is being provided to you.

### Instruction in respect of adviser fees

By signing this form, you hereby authorize and instruct M&G Life to pay the ongoing adviser fee (as indicated in Section 8) in respect of the M&G Funds (indicated in Section 8) which you are investing in via the regular repurchase of your units to the extent required to settle the ongoing adviser fee on your behalf. By signing this form, you hereby authorize and instruct M&G Life to pay the initial adviser fee (indicated in Section 8) in respect of the M&G Funds (indicated in Section 8) which you are investing in via the repurchase of your units to the extent required to settle the initial adviser fee on your behalf.

**Risk warning**

CISs are generally medium-to long-term investments. Past performance is not necessarily a guide to future investment performance. The prices in respect of participatory interests in a CIS portfolio are calculated on a net asset value basis. This means the price is the total net market value of all assets of the particular portfolio of the CIS divided by the total number of participatory interests in such portfolio of the CIS. Any market movements – for example in share prices, bond prices, money market prices or currency fluctuations – relevant to the underlying assets comprising the applicable CIS portfolio in which participatory interests are held may cause the value of such underlying assets to go up or down. As a result, the price of the participatory interests linked to your policy may go up or down. Participatory interests in CISs are traded at the ruling forward price of the day, meaning that transactions are processed during the day before you or the Manager of the CIS know what the price at the end of the day will be. The price and therefore the number of participatory interests involved in the transaction are only known on the following day. The CIS may borrow up to 10% of the scheme value, and it may also lend any scrip (proof of ownership of an investment instrument) that it holds to earn additional income. A M&G CIS may consist of portfolios comprising different asset classes and types that are subject to different fees and charges. Where applicable, the Manager of the CIS will pay your Financial Adviser an annual standard adviser fee, which is included in the overall costs of the CIS. A summary with all fees and maximum initial and ongoing adviser fees in respect of each CIS is available on our website. The Manager of the CIS may, at its discretion, close your chosen CIS to new investors and to additional investments by existing investors to make sure that it is managed in accordance with its mandate. It may also stop your existing debit order investment. The Manager makes no guarantees as to the capital invested in the CIS or the returns thereof. Excessive withdrawals from the CIS may place it under liquidity pressure and, in such circumstances, a process of ring fencing withdrawal instructions and managed pay outs over time may be followed. A money market fund is not a bank deposit account and The M&G Money Market Fund aims to maintain a constant price of 100 cents per participatory interest in such scheme. A Feeder fund may only invest in a single portfolio of a CIS which levy its own charges that could result in a higher fee structure for these funds. Foreign securities including foreign CISs may be included in underlying CIS portfolios. As a result, those CIS portfolios may face material risks. The volatility of the CIS may be higher and the liquidity of the underlying securities comprising the applicable portfolio of the CIS may be restricted due to relative market sizes and market conditions. The CIS's ability to settle securities and to repatriate investment income, capital or the proceeds of sales of securities may be adversely affected for multiple reasons including market conditions, macro-economic and political circumstances. Further, the return on the securities comprising a particular portfolio may be affected (positively or negatively) by the difference in tax regimes between the domestic and foreign tax jurisdictions. The availability of market information and information on any underlying sub-funds may be delayed. The investor acknowledges the inherent risk associated with the selected CISs and that there are no guarantees. M&G Investments is a member of the Association of Savings and Investments of South Africa.

Full name of investor or person authorised to sign on behalf of investor

Capacity

Signature of investor or person authorised to sign on behalf of investor

Place

Date

D	D	M	M	C	C	Y	Y
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## Appendix 1

### 1. Schedule 3A: Domestic Prominent Influential Person (DPIP) (date of commencement: 2 October, 2017)

A domestic prominent influential person is an individual who holds, including in an acting position for a period exceeding six months, or has held at any time in the preceding 12 months, in the Republic

- (i) a prominent public function including that of -
  - (a) the President or Deputy President;
  - (b) a government minister or deputy minister;
  - (c) the Premier of a province;
  - (d) a member of the Executive Council of a province;
  - (e) an executive mayor of a municipality elected in terms of the Local Government: Municipal Structures Act, 1998 (Act No. 117 of 1998);
  - (f) a leader of a political party registered in terms of the Electoral Commission Act, 1996 (Act No. 51 of 1996);
  - (g) a member of a royal family or senior traditional leader as defined in the Traditional Leadership and Governance Framework Act, 2003 (Act No. 41 of 2003);
  - (h) the head, accounting officer or chief financial officer of a national or provincial department or government component, as defined in section 1 of the Public Service Act, 1994 (Proclamation No. 103 of 1994);
  - (i) the municipal manager of a municipality appointed in terms of section 54A of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000), or a chief financial officer designated in terms of section 80 (2) of the Municipal Finance Management Act, 2003 (Act No. 56 of 2003);
  - (j) the chairperson of the controlling body, the chief executive officer, or a natural person who is the accounting authority, the chief financial officer or the chief investment officer of a public entity listed in Schedule 2 or 3 to the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (k) the chairperson of the controlling body, chief executive officer, chief financial officer or chief investment officer of a municipal entity as defined in section 1 of the Local Government: Municipal Systems Act, 2000 (Act No. 32 of 2000);
  - (l) a constitutional court judge or any other judge as defined in section 1 of the Judges' Remuneration and Conditions of Employment Act, 2001 (Act No. 47 of 2001);
  - (m) an ambassador or high commissioner or the senior representative of a foreign government based in the Republic; or
  - (n) an officer of the South African National Defence Force above the rank of major general;
- (ii) the position of-
  - (a) chairperson of the board of directors;
  - (b) chairperson of the audit committee;
  - (c) executive officer; or
  - (d) chief financial officer, of a company, as defined in the Companies Act, 2008 (Act No. 71 of 2008), if the company provides goods or services to an organ of state and the annual transactional value of the goods or services or both exceeds an amount determined by the Minister by notice in the Gazette; or
- (iii) the position of head, or other executive directly accountable to that head, of an international organisation based in the Republic.

### 2. Schedule 3B: Foreign Prominent Public Official (FPPO) (date of commencement: 2 October, 2017)

A foreign prominent public official is an individual who holds, or has held at any time in the preceding 12 months, in any foreign country a prominent public function including that of a -

- (i) Head of State or head of a country or government;
- (ii) member of a foreign royal family;
- (iii) government minister or equivalent senior politician or leader of a political party;
- (iv) senior judicial official;
- (v) senior executive of a state owned corporation; or
- (vi) high-ranking member of the military.

### 3. Family members and known close associates (RCA's) (S21h of the Financial Intelligence Centre Act, 2001 (Act No. 38 of 2001) [FICA], as amended)

They are immediate family members and known close associates of DPIP & FPPO's, as the case may be. For our purposes, an immediate family member includes:

- (i) the spouse, civil partner or life partner;
- (ii) the previous spouse, civil partner or life partner, if applicable;
- (iii) children and step children and their spouse, civil partner or life partner;
- (iv) parents; and
- (v) sibling and step sibling and their spouse, civil partner or life partner.

# M&G Unit Trusts

## Collective Investment Scheme Fund Suite



Risk of not meaningful earning inflation-beating returns over time

Variability of returns over the short term

		HIGHER						LOWER			HIGHER					HIGHER			LOWER		
		LOWER						HIGHER			LOWER					LOWER			HIGHER		
Fund name	Income Funds			Multi-asset Funds			Property/Equity Funds			Global Feeder Funds					Target Income Funds						
	M&G Money Market Fund	M&G Income Fund	M&G Bond Fund	M&G Enhanced Income Fund	M&G Inflation Plus Fund	M&G Balanced Fund	M&G Property Fund	M&G Dividend Maximiser Fund	M&G Equity Fund	M&G Global Bond Feeder Fund*	M&G Global Inflation Plus Feeder Fund*	M&G Global Balanced Feeder Fund*	M&G Global Property Feeder Fund*	M&G Global Equity Feeder Fund*	M&G 7% Target Income Fund	M&G 5% Target Income Fund	M&G 2.5% Target Income Fund				
	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet	Fact Sheet				
Available in tax free	✓	✗	✗	✓	✓	✓	✓	✓	✗	✗	✓	✓	✓	✓	✗	✗	✗				
Category/Sector	South African - Interest Bearing - Money Market	South African - Interest Bearing - Short Term	South African - Interest Bearing - Variable Term	South African - Multi-Asset - Income	South African - Multi-Asset - Low Equity	South African - Multi-Asset - High Equity	South African - Real Estate - General	South African - Equity - General	South African - Equity - General	Global - Interest Bearing - Variable Term	Global - Multi Asset - Low Equity	Global - Multi Asset - High Equity	Global - Real Estate - General	Global - Equity - General	Unclassified	Unclassified	Unclassified				
Risk profile	Low	Low	Low/Med	Low/Med	Low/Med	Med	Med/High	High	High	Low/Med (in underlying currency)	Low/Med (in underlying currency)	Med/High (in underlying currency)	High (in underlying currency)	High (in underlying currency)	Low/Med	Med	Med/High				
Benchmark	STeFi Call Deposit Index	STeFi Composite Index measured over a rolling 12-month period	FTSE/JSE All Bond Index	STeFi Composite Index measured over a rolling 36-month period	CPI + 5% p.a. (before fees) over a rolling 3-year period	ASISA South African Multi-Asset - High Equity Category Average	FTSE/JSE All Property Index (J803)	ASISA South African Equity - General Category Mean	ASISA South African Equity - General Category Mean	Bloomberg Global Aggregate Bond Index	Global Inflation	65% MSCI All Country World Index TR (Net), 5% FTSE EPRA/NAREIT Global REIT Index, 25% Bloomberg Global Aggregate Bond Index, 5% USD 1m Treasury Bill	FTSE EPRA/NAREIT Global REIT Index TR (Net)	MSCI All Country World Index TR (Net)	7% Income return p.a.	5% Income return p.a.	2.5% Income return p.a.				
Fund objective	To protect the capital of investors in an absolute sense, whilst providing income in excess of short-term bank deposit rates. Investors' capital remains highly liquid.	The Fund's objective is to maximise income while providing investors with relative capital stability. This is achieved by investing in a diversified portfolio of non-equity securities in the South African market.	To maximise income while securing steady capital growth. This is achieved by investing in a diversified portfolio of bonds in the South African market.	To maximise total returns in excess of the benchmark over a rolling 36-month period, while seeking to protect capital and reduce volatility through active asset management.	The primary objective is to outperform CPI by 5% (before fees) over a rolling 3-year period. The secondary objective is to reduce the risk of capital loss over any rolling 12-month period.	To achieve steady long-term growth of capital and income by investing in a diversified combination of domestic and international assets, where the asset allocation is tactically managed.	To maximise long-term growth from investing in South African listed property markets.	To provide broad-based exposure to shares that offer value and medium- to long-term growth. There will be a bias towards companies offering high but sustainable dividend yields.	To provide broad-based exposure to shares that offer value and medium- to long-term growth.	The Fund's objective is to generate investment returns through exposure to global bonds and interest-bearing instruments over the medium term.	The Fund's objective, expressed in US dollar terms, is to outperform global inflation while preserving capital over the medium term.	The Fund's objective is to provide investors with capital growth over the long-term by investing in a diversified portfolio of global assets.	The Fund's objective is to provide investors with capital growth over the long-term by investing in a diversified portfolio of global property securities.	The Fund's objective is to provide investors with capital growth over the long-term by investing in a diversified portfolio of global equity securities.	The primary objective is to target an annual income return of 7%, with a secondary objective of growing capital invested.	The primary objective is to target an annual income return of 5%, with a secondary objective of growing capital invested.	The primary objective is to target an annual income return of 2.5%, with a secondary objective of growing capital invested.				
Annual Management Fee (excl. VAT)	A class	0.25%	0.50%	0.60%	0.75%	1.00%	1.00%	1.00%* (+ PF)	1.00%* (+ PF)	0.50%	0.50%	0.50%	0.50%	0.50%	0.85%	1.00%	1.15%				
	T class	N/A	N/A	N/A	0.60%	0.80%	0.80%	N/A	1.25%**	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A				
Distribution frequency	Monthly	Monthly	Quarterly	Quarterly	Bi-annually	Bi-annually	Quarterly	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Bi-annually	Quarterly	Quarterly	Quarterly				
Minimum investment amount	R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R500 pm or R10 000 lump sum	R10 000 lump sum	R10 000 lump sum	R10 000 lump sum				

\*Denominated in ZAR  
 \* The performance fee comprises 20% (excluding VAT) of any outperformance (after all fund fees and expenses) of the benchmark, measured over rolling three-year periods. M&G maximum total fee including Performance Fee (PF) is 2.25% (excl. VAT). For more information please visit [mandg.co.za/performance-fees](http://mandg.co.za/performance-fees).  
 \*\* There is no performance fee on the Dividend Maximiser Fund T Class

For more information on our unit trusts, visit [mandg.co.za/personal-investor/our-funds](http://mandg.co.za/personal-investor/our-funds)

## Living Annuity FICA and supporting documentation annexure

In terms of the Financial Intelligence Centre Act (FICA), before M&G Investments can enter into any transaction it is mandatory that we obtain and verify certain information from an investor. Where the investor is a legal entity, we need to identify the legal entity and its beneficial owners, controlling persons and authorised signatories, prior to entering into a transaction. We retain the right to contact you to request additional information/documentation should it be needed.

Please ensure that documents clearly show your full name, surname, identity number, issue date and photograph. If a smart card is used, ensure that we receive a clear copy of both the front and back of the smart card.

### Individuals/Sole Proprietorship

1. South African issued identity document ("ID"), smart card or temporary ID/drivers licence/passport with a letter explaining why no ID was provided.	<input type="checkbox"/>
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### Agent, Authorised Persons

1. Authorising resolution, power of attorney, court order, letter of executorship etc.	<input type="checkbox"/>
2. Identity document for each person authorised to act on behalf of the investor	<input type="checkbox"/>

# Living Annuity Policy Document

The M&G Living Annuity is underwritten by MandG Investments Life South Africa (RF) Ltd (Registration number: 2008/013338/06) (M&G Life) an approved long-term insurer. MandG Investments Unit Trusts South Africa (RF) Ltd (the Manager) is authorised as a Manager in terms of the Collective Investment Schemes Control Act (CISCA). Portfolio assets are managed by MandG Investment Managers (Pty) Ltd (Registration number: 2013/051515/07), which is an approved discretionary Financial Services Provider (#45199) for the MandG SA group (M&G Investments).

## Our contact details

**Sharecall:** 0860 105 775

**International:** +27 21 670 5101

**Email:** instructionsa@mymandg.co.za

**Web:** www.mandg.co.za

**Postal address:**

PO Box 23167

Claremont

7735

**Physical address:**

7<sup>th</sup> Floor, Protea Place

30 Dreyer Street

Claremont

## 1. Interpretation and preliminary

The headings of the clauses in this Policy Document do not affect the interpretation of this Policy Document nor any clause hereof. Unless a contrary intention clearly appears:

- 1.1. words importing:
  - 1.1.1. any one gender include the other two genders; and
  - 1.1.2. the singular include the plural and vice versa.
- 1.2. In this Policy Document:
  - 1.2.1. **“Administrator”** means Silica Financial Administration Solutions Services (Pty) Ltd; who has been appointed by M&G Life;
  - 1.2.2. **“Application Form”** means the application form completed by the Client in respect of this Policy entitled “Living Annuity Application Form – Individuals”;
  - 1.2.3. **“Business Day”** means a day other than a Saturday, Sunday or official public holiday in the Republic of South Africa;
  - 1.2.4. **“CIS”** means a Collective Investment Scheme registered in terms of the Collective Investment Schemes Control Act, No. 45 of 2002;
  - 1.2.5. **“Client”** or “you” means you, the client;
  - 1.2.6. **“Drawdown Amount”** means the selected drawdown amount applicable to the Policy as specified by the Client in the Application Form;
  - 1.2.7. **“Drawdown Rate”** means the selected drawdown rate applicable to the Policy as specified by the Client in the Application Form;
  - 1.2.8. **“FAIS”** means the Financial Advisory and Intermediary Services Act, No. 37 of 2002;
  - 1.2.9. **“FICA”** means the Financial Intelligence Centre Act, No. 38 of 2001;
  - 1.2.10. **“Financial Adviser”** means the financial adviser appointed by the Client;
  - 1.2.11. **“FSP”** means MandG Investment Managers (Pty) Ltd (Registration Number 2013/051515/07) a discretionary financial services provider authorised in terms of FAIS;
  - 1.2.12. **“Income Frequency”** means the frequency of the payment of your income in respect of this Policy as stipulated by the Client;
  - 1.2.13. **“Initial Adviser Fee”** means the initial adviser fee payable to your Financial Adviser;
  - 1.2.14. **“Investment Amount”** means the initial lump sum amount invested by the Client in the Investment Portfolio as indicated in the Application Form;
  - 1.2.15. **“Investment Portfolio”** means the M&G Funds as selected by the Client and specified on the Application Form;
  - 1.2.16. **“ITA”** means the Income Tax Act, No. 58 of 1962;
  - 1.2.17. **“LTIA”** means the Long-term Insurance Act, No. 52 of 1998;
  - 1.2.18. **“Insurance Act”** means Insurance Act 18 of 2017
  - 1.2.19. **“Net Investment Amount”** means the Investment Amount less any Initial Adviser Fee;
  - 1.2.20. **“Ongoing Adviser Fee”** means the ongoing fee payable by you to your Financial Adviser in respect of this Policy;
  - 1.2.21. **“Parties”** means M&G Life and the Client, and “Party” shall mean either one of them as the context requires;
  - 1.2.22. **“Payment Date”** means your preferred date of payment of the income in respect of this Policy as indicated on the Application Form;
  - 1.2.23. **“Policy”** means the living annuity policy contemplated in this Policy Document, as read with the Application Form;
  - 1.2.24. **“Policy Document”** means this policy document, as amended from time to time;
  - 1.2.25. **“M&G Life”, “we” or “us”** means MandG Investment Life South Africa (RF) Ltd (Registration Number 2008/013338/06), a licenced insurer under the Insurance Act;
  - 1.2.26. **“SARS”** means the South African Revenue Services; and
- 1.3. any reference to an Act is to that Act as amended from time to time;
- 1.4. when any number of days is prescribed in this Policy Document, those days shall include the first and exclude the last day unless the last day falls on a day which is not a Business Day, in which case the number of days shall be reckoned to the next Business Day;
- 1.5. in the event that the day for performance or payment of any amount due in terms of this Policy Document falls on a day which is not a Business Day, that day shall be the immediately preceding Business Day;
- 1.6. expressions defined in this Policy Document shall apply to all schedules or annexures, to the extent that there are no conflicting definitions therein;
- 1.7. references to “include”, “including” and “in particular” are without limitation;
- 1.8. the rule of construction that a contract will be interpreted against the party responsible for the drafting or preparation of the contract, will not apply; and
- 1.9. any reference to an agreement, trust deed or other document shall be to such agreement, trust deed or other document as amended, supplemented, varied, novated or restated from time to time.

## 2. Introduction

- 2.1. M&G Life has been licenced in terms of Section 23 of the Insurance Act to carry on certain long term insurance business and as such, M&G Life is duly authorised to enter into this Policy Document.
- 2.2. This Policy is a long-term policy issued in your name by M&G Life in terms of which you transfer the lump sum from a matured retirement fund investment or another living annuity to us in return for regular income.
- 2.3. This is a linked policy in terms of which the amount of the policy benefits is not guaranteed by M&G Life and is to be determined solely by reference to the value of the Investment Portfolio.
- 2.4. The income under this Policy over your lifetime will ultimately depend on the length of that lifespan, the Drawdown Rate selected by you and the investment performance of the Investment Portfolio.
- 2.5. Your policy will commence once M&G Life receives all your documents and accepts your application, and will come to end once M&G Life is notified of your death, you transfer your policy to another provider, or the value of your investment portfolios policy becomes zero.

## 3. Appointment of FSP and administrator

It is recorded that M&G Life has appointed the FSP to manage and the Administrator to administer the assets comprising the Investment Portfolio in accordance with an investment management agreement concluded between M&G Life and the FSP on a discretionary basis, as amended from time to time.

## 4. Investment amount

The Client will pay the Investment Amount to M&G Life who will invest the Net Investment Amount in the Investment Portfolio in the manner contemplated in this Policy Document within five Business Days of receiving the Investment Amount.

## 5. Your living annuity

- 5.1. Together with your Financial Adviser you will have chosen an annual income at a level between 2.5% and 17.5%, being the current regulatory limits. Each income option is supported by an actively managed portfolio consisting of a CIS fund typically investing in cash, bonds, property and equities.
- 5.2. The regular income payments are generated via the repurchase of units on a pro rata basis from the underlying CISs which you have selected.
- 5.3. Switching between Unit Trust Funds  
The procedure for all switches will be as follows:
  - **Funds switched from:**  
The specified value will be withdrawn at the ruling price of the fund on the date of withdrawal.
  - **Funds switched to:**  
Units will be purchased at the ruling price in the new fund(s) on the day following receipt of the funds. No initial charge is payable on such switch.
- 5.4. Income distributions
  - 5.4.1. Most CISs have income distributions which occur either monthly, quarterly or half-yearly. The income distribution consists of dividends (on equity-based funds) and interest payments.
  - 5.4.2. These income distributions are automatically re-invested in the underlying CISs which you have selected.

## 6. Living annuity product standards

The following extract is taken from the ASISA Standard on Living Annuities, 2018.

- 6.1. Appropriate drawdown
  - 6.1.1. A living annuity allows you to set your income level subject to constraints imposed by the authorities from time to time and allows you to select a wide range of investments in respect of the capital that will generate the annuity.
  - 6.1.2. The level of income you select is not guaranteed for the rest of your life. The level of income you select may be too high and may not be sustainable if:
    - 6.1.2.1. you live longer than expected, with the result that the capital is significantly depleted before your death; or
    - 6.1.2.2. the return on the capital is lower than that required to provide a sustainable income for life.
  - 6.1.3. It is your responsibility (in consultation with your Financial Adviser) to ensure that the income that you select is at a level that would be sustainable for the rest of your life. You need to carefully manage your income drawdown relative to the investment return on the capital in order to achieve this. The table below can be used as a guide.

		Investment return per annum (before inflation and after all fees)				
		2.50%	5.00%	7.50%	10.00%	12.50%
Annual income rate selected at inception	2.50%	21	30	50+	50+	50+
	5.00%	11	14	19	33	50+
	7.50%	6	8	10	13	22
	10.00%	4	5	6	7	9
	12.50%	2	3	3	4	5
	15.00%	1	1	2	2	2
	17.50%	1	1	1	1	1

Source: ASISA Standard on Living Annuities; 2009

- 6.1.4. It is important to note that the table above assumes that you will adjust your percentage income selected over time to maintain the same amount of real income (i.e. allowing for inflation of 6% per annum). Once the number of years in the table above has been reached, your income will diminish rapidly in the subsequent years.

6.1.5. Please ensure that your Financial Adviser has explained both the advantages and the risks of the living annuity and compared these against conventional annuities (where the insurer carries the full investment risk and the risk of you living longer than expected).

6.1.6. The table is a general guideline and should be considered taking into account each investor's financial situation and all other sources of income. It is an indicative guideline only, to assist you in making informed decisions in respect of your annuity.

6.2. **Assessment of appropriateness**

It is important to note that investments held in your living annuity are made up of various types of assets classes such as equities, bonds, property or cash. These underlying assets have different levels of risks and returns associated with them. You and your Financial Adviser are therefore reminded to carefully consider the overall composition of your living annuity in terms of the exposure to these various asset classes. Too high a proportion of risky assets means there is a greater risk of losing capital while too low a proportion of risky assets means there is a risk that investment returns may be too low to sustain your income. Although there are no specific limits prescribed for living annuity investments, there are for pre-retirement investments done through any approved retirement fund. In order to protect a member's retirement savings, the Pension Funds Act regulates the maximum limits to the different asset classes that a retirement fund may expose itself to. These limits are there to give guidance to what may be considered prudent investment limitations. As a way to provide similar guidance to those with living annuities, it may therefore be useful to refer to these guidelines to assess the overall asset composition of your living annuity. However, this should never be seen as a substitute for obtaining professional advice and does not take your specific personal circumstances into account. Broadly speaking the maximum exposure that retirement funds may have to the various asset classes are as follows:

- 75% to equity investments
- 50% to non-government debt instruments
- 30% to offshore investments
- 10% to Africa excl. South Africa
- 25% to property investments
- 15% to hedge funds, private equity funds and any other asset not specifically mentioned aggregated together
- 10% to commodities like gold

This regulated exposure will apply while you are saving up to your retirement through an approved retirement fund. After retirement, when you are normally dependent on receiving a regular and stable income, a more conservative approach to asset selection may be desirable. As a result, should your asset composition on your living annuity exceed these limits, you are encouraged to review your living annuity investment strategy, as your capital within your living annuity may be exposed to undue risk.

**7. Investment portfolio**

- 7.1. Through investment in this Policy you gain exposure to participatory interests in the underlying M&G Funds selected by the Client in the Application Form. These participatory interests are the assets comprising the Investment Portfolio to which this Policy is linked.
- 7.2. The assets comprising the Investment Portfolio are managed by the FSP and shall be registered in the name of M&G Life, or alternatively such other nominee company as may be appointed at the discretion of M&G Life.
- 7.3. The assets comprising the Investment Portfolio remain the property of M&G Life. Neither the Client, nor any beneficiary shall have any interest, undivided share, title or real right in relation to such assets which shall at all times be and remain the unencumbered property of M&G Life.

**8. Market value of the investment portfolio**

- 8.1. The prices in respect of participatory interests in a portfolio of a CIS shall be calculated on a net asset value basis. This means that the price is the total net market value of all assets of the particular portfolio of the CIS divided by the total number of participatory interests in such portfolio of the CIS. Any market movements (for example in share prices, bond prices, money market prices or currency fluctuations) relevant to the underlying assets comprising the applicable portfolio in which participatory interests are held may cause the value of such underlying assets to go up or down. As a result, the price of the participatory interests linked to your Policy may go up or down.
- 8.2. Participatory interests in CIS are traded at the ruling forward price of the day, meaning that transactions are processed during the day before you or the FSP know what the price at the end of the day will be. The price, and therefore the number of participatory interests involved in the transaction are only known on the following day.

**9. Beneficiary nominations**

- 9.1. You may nominate one or more natural persons or legal entities as beneficiaries to receive the remaining capital within your investment in the event of your death.
- 9.2. If you are married in community of property, you may not nominate a beneficiary other than your spouse without their written consent.
- 9.3. Upon death, the nominated beneficiary may choose to invest in a living annuity in their name, take the capital as a lump sum or choose a combination of a living annuity and a capital lump sum. These options are subject to the ITA and related legislation and may be subject to estate duty.
- 9.4. You are entitled to change your nominated beneficiaries at any time by completing the Change in Beneficiary Nomination Form. M&G Life will not accept any beneficiary nominations after your death.
- 9.5. In the event that you have not nominated a beneficiary or there is no surviving beneficiary at the date of your death, the proceeds of the remaining capital of the investment will be paid to your estate.
- 9.6. If a beneficiary dies before you, and you do not amend your nominations, on your death the deceased beneficiary's share will be split proportionally amongst the surviving beneficiaries.

**10. Procedure on death**

- 10.1. In the event of your death, M&G Life are to be notified as soon as possible to commence the process. Upon notification we will contact the beneficiaries (or your executor where applicable) to confirm the death claim process, their options and required documentation.
- 10.2. M&G Life may further utilise third party sources/providers as a proof of life mechanism.
- 10.3. Your Fund allocation remains the same until such time as instructed by the nominated beneficiaries (or your executor where applicable).



**11. Appointment of Financial Adviser**

- 11.1. Your Financial Adviser is responsible for giving you appropriate advice, product and fee information (including in relation to this Policy).
- 11.2. Your Financial Adviser should advise you in respect of your selection of the relevant M&G Funds to be included in your Investment Portfolio, your Drawdown Rate and the implications of changing the Drawdown Rate.
- 11.3. Your Financial Adviser needs to be accredited by M&G. M&G will only accept business from a Financial Adviser registered under Financial Advisory and Intermediary Services Act ("FAIS") as a financial services provider (FSP). It is the responsibility of the Financial Adviser to act within their FSP licence.

**12. Reporting**

M&G Life will provide the Client with a quarterly statement in respect of the Investment Portfolio, reflecting information such as the market value of the Investment Portfolio and all fees applicable to the relevant period. Additional and/or interim statements will be made available to you upon request.

**13. Instructions**

- 13.1. Your investment is administered by Silica Financial Administration Solutions Services (Pty) Limited (the "Administrator") on behalf of M&G Life. The Administrator will process all your investment instructions on behalf of M&G Life. There may be instances where the Administrator does not process an instruction, for example when it does not receive a fax that you sent. It is your responsibility to contact M&G Life if you do not receive a notification that your instruction has been processed within twenty days of you sending the instruction. A fax confirmation slip will not be proof that M&G Life received the fax.
- 13.2. Your investment will only be accepted once we have received the correct details for you, as well as the Investment Amount. If we have received the completed Application Form, all the required documents and the Investment Amount by 11:30am on or after the 19th day of the month, you will only receive an income the following month, paid into your bank account stated in your Application Form. Only instructions via an official M&G Online or paper form will be processed. Any instruction received while another transaction is in progress will only be processed after the other transaction has been completed.
- 13.3. You can revise your Drawdown Amount/Rate and Income Frequency annually on your anniversary date unless otherwise provided by the legislation. M&G Life will notify you prior to your anniversary date to give you the opportunity to revise your income.

**14. Additional investments**

- 14.1. M&G Life requests that another Living Annuity Application Form be completed for any further investments. Only compulsory monies will be accepted as additional contributions and no voluntary contributions are allowed.
- 14.2. The transferor fund, from which the additional funds are transferred, may make a deposit into the bank account listed on the Application Form.
- 14.3. Should a cheque deposit be made, it is essential that you state your name and account number in the reference field of the deposit slip. Once completed, the deposit slip should accompany the additional Application Form.

**15. Withdrawing your funds**

You may withdraw the full value in the policy if the value is equal to or less than the amount prescribed in the relevant legislation as amended from time to time, which is currently R125 000.

**16. Tax application to living annuity**

- 16.1. Each income payment is fully taxable in your hands at your marginal tax rate. You will therefore receive the net income amount after we have deducted income tax (where applicable), which is payable to SARS on your behalf.
- 16.2. If you want us to deduct a lower tax rate than the rate in the most recent SARS income tax table, you will need to provide us with a tax directive every tax year issued by SARS.
- 16.3. If you want us to deduct a higher tax rate than the rate in the most recent SARS income tax table, you will need to provide us with a written instruction indicating your preferred tax rate or indicate it in the Application Form
- 16.4. We will send you an annual tax certificate, showing the total income that you have received from your Policy, which you will need to declare to SARS in your annual income tax return.
- 16.5. No income tax or capital gains tax is payable on the investment remaining within the living annuity.

**17. Fees and charges**

- 17.1. Financial Adviser fees:
  - 17.1.1. We will deduct the Initial Adviser Fee payable to your Financial Adviser from the Investment Amount transferred to us, before processing the Net Investment Amount to the Investment Portfolio.
  - 17.1.2. By law, no initial adviser fee is permitted on a transfer of funds from another living annuity to the living annuity contemplated in this Policy Document.
  - 17.1.3. The Initial Adviser Fee as agreed between you and your Financial Adviser is subject to a maximum of 1.5% (excluding VAT) of your Investment Amount.
  - 17.1.4. An Ongoing Adviser Fee is also negotiable between you and your Financial Adviser and is subject to a maximum of 1%p.a. (excluding VAT). In this regard we will deduct the Ongoing Adviser Fee by selling participatory interests in one of the underlying CISs forming part of the Investment Portfolio and paying the proceeds of such sale to the Financial Adviser monthly.
- 17.2. Asset management fees:
  - 17.2.1. Annual asset management fees are charged within each underlying CIS in the Investment Portfolio. Certain performance fees may also be payable. The fee is expressed in annual terms but raised daily and is included in the daily calculated price in respect of the participatory interest.
  - 17.2.2. Your Financial Adviser should inform you of all fees relating to this investment.
- 17.3. The FSP shall be entitled to unilaterally switch groups of investors from one class of participatory interests in any portfolio to another class of participatory interests in that same portfolio. The FSP shall only be entitled to switch affected investors upon notice to such investors and provided that the switch does not result in an increase in fees or capital gains tax for such investors. M&G Life shall be required to notify investors of its intention to switch such investors, and to the extent that an investor does not consent to such a switch, such investor may notify M&G Life accordingly, in which case they shall remain in their current class where the terms and conditions of that class will continue to apply to such investors.

## 18. Amendments

- 18.1. No amendments to the Policy Document shall be of effect unless agreed to in writing between M&G Life and the Client.
- 18.2. Amendments to this Policy Document shall be effected by means of endorsements.

## 19. Applicable legislation

This Policy Document is to be interpreted and implemented in accordance with the laws of the Republic of South Africa.

## 20. Complaints

- 20.1. If you are dissatisfied with M&G Life's service, you may address a complaint in writing to M&G Life. M&G Life undertakes to acknowledge receipt of any such complaint to you in writing and to provide you with the details of the person involved in resolving the complaint. You may also lodge a formal complaint to the compliance officer of M&G Life at:  
Email: [info@mandg.co.za](mailto:info@mandg.co.za); or  
Address: PO Box 44813 Claremont 7735
- 20.2. If you are not satisfied with the response, you can contact the Ombudsman for Long-Term Insurance at:  
Web address: [www.ombud.co.za](http://www.ombud.co.za)  
Email: [info@ombud.co.za](mailto:info@ombud.co.za)  
Tel: 0860 103 236 or +27 (0)21 657 5000  
Address: Private Bag X45, Claremont 7735
- 20.3. Should you be dissatisfied with the outcome of the procedure set out in clause 17.1 above, you may address the issue in writing to the FAIS ombudsman (the "Ombudsman") at:  
Web address: [www.faisombud.co.za](http://www.faisombud.co.za)  
Email: [info@faisombud.co.za](mailto:info@faisombud.co.za)  
Tel: 012 470 9080  
Fax: 012 348 3447  
Address: PO Box 74571 Lynnwood Ridge 0040
- 20.4. The Ombudsman is legally empowered to investigate and adjudicate complaints.

## 21. Consent to the use of personal information

M&G Investments may collect, verify, use, disclose or otherwise process your personal information for the purposes of providing the products and/or services which you have requested from M&G Investments. Your personal information may be collected directly from you, your agent, an authorised financial service provider, or where appropriate a regulator or state body. M&G Investments may process your personal information for the purpose of administration, marketing, complying with legal and audit requirements, for record keeping purposes, to improve our service, products, and your experience. M&G Investments are required to process and keep investor and investor representative information to perform its obligations lawfully, fairly and competently. M&G Investments will only process your personal information for the purposes it was collected for, and any other legitimate purposes related to the original purpose. M&G Investments have controls and security measures in place to protect personal information from unauthorised use, for security and servicing purposes. M&G Investments may monitor, and record telephone calls and other instructions submitted by other means. We may share your personal information with our employees, agents, subcontractors, with our related entities, with your adviser and/or their duly appointed agent or service provider, where directed. Personal information may be transferred to offshore providers. In such instances M&G Investments will ensure that sufficient legislation or agreements are in place for the information to remain adequately protected. You are entitled to request access to the information we have collected, processed and shared. All processing of personal information will be done in accordance with applicable laws and M&G Investments' privacy policy, which can be obtained at [www.mandg.co.za/personal-investor/terms-and-conditions/](http://www.mandg.co.za/personal-investor/terms-and-conditions/).

## 22. Liability

- 22.1. M&G Life and the FSP are not responsible for, and will be indemnified against, any tax, duty, levy or similar charge by a government authority as a result of your investment. You will be liable for any tax and will obtain a tax opinion from a tax consultant, where required.
- 22.2. You will carry any losses due to market fluctuations and consequent changes in the price of the participatory interests in the underlying CISs comprising the Investment Portfolio.
- 22.3. Neither the income nor the capital in this investment is guaranteed.
- 22.4. M&G Life and the Administrator will not be liable for any losses that you may suffer if:
  - 22.4.1. M&G Life rejects any forms or notices received from you in terms of your investment;
  - 22.4.2. the Administrator did not process your instruction and you did not notify us within 20 days of sending the instruction;
  - 22.4.3. your Financial Adviser acts outside of their FSP licence; and/or
  - 22.4.4. the manager of an underlying CIS portfolio included in your Investment Portfolio does not comply with its turnaround times.

## 23. Transferability and convertibility

- 23.1. Transferability:
  - 23.1.1. You may transfer this Policy to another life insurer by written request to M&G Life. Such a transfer will be subject to the provisions of the Insurance Act.
- 23.2. Convertibility:
  - 23.2.1. You may convert this Policy to a conventional life annuity administered by another insurer by transferring the Policy to another insurer (as applicable). Once such decision to convert is made it cannot be reversed.

## 24. Cession

Your benefits under the Policy may not be transferred or pledged to someone else.

## 25. Cancellation and cooling-off

You may not cancel this Policy and no cooling-off period shall apply to this Policy.