

# **INVESTMENT POLICY**

(Replacement - 2021)

Issued and applicable to

## **CORPORATE SELECTION UMBRELLA RETIREMENT FUND NO 2**

underwritten by

### **LIBERTY GROUP LIMITED**

**REG. NO. 1957/002788/06**

**("LIBERTY")**

#### **PHYSICAL ADDRESS**

**LIBERTY CENTRE  
1 AMESHOFF STREET  
BRAAMFONTEIN**

#### **POSTAL ADDRESS**

**PO BOX 10499  
JOHANNESBURG  
2000**

**WHEREAS:**

- The Corporate Selection Umbrella Retirement Fund No 2 ("the Fund") operates both as an Umbrella Fund and as an Underwritten Fund, in terms of Regulation 1 of the Regulations to the Act.
- The Fund applied to Liberty Group Limited ("Liberty") as Insurer, to invest its assets for the benefit of Members and their beneficiaries as described in the registered Rules of the Fund, under a policy of insurance ("the Investment Policy") as envisaged in Regulation 1.
- Liberty has agreed to invest the amounts of monies as specified in the Fund's application on the basis of written or electronically transmitted statements and declarations made on or in connection with the application and in terms of the Investment Policy.
- Liberty has subsequently issued this Investment Policy to the Fund to represent the investment. The Investment Policy was initially issued with effect from the Commencement Date, being 1 March 2008, and endorsements were issued as follows:
  1. Endorsement No. 1, issued with effect from 1 October 2015 - in order to re-instate the provisions dealing with commission to coincide with the revision date (1 October 2015) of the Investment Policy. The provisions were erroneously omitted from the Investment Policy at the time of revision. The commission provisions were re-instated as clause 6 "COMMISSION" in SCHEDULE 1: INVESTMENTS.

**NOW THEREFORE:**

- With effect from 1 January 2021 ("the Effective Date"), Liberty, in consultation with the Fund, agreed to issue this replacement Investment Policy to and in the name of the Fund. The replacement Investment Policy shall replace the previously issued Investment Policy and its endorsements, as at the Effective Date.
- It is hereby agreed by and between the Fund and Liberty as set out in this Investment Policy as follows:
  1. In consideration of payment of the amounts described in this Investment Policy, Liberty shall invest monies and pay such benefits as described in the Schedules to this Investment Policy, on receipt of satisfactory proof of the happening of the events described herein.
  2. All dealings with the benefits, investments and payments made, shall be subject to the conditions of all of the following documents, which shall be deemed to form part of this Investment Policy:
    - (a) proposal or quotation, declaration of authority to act, Fund Authority and Member Authority made or granted in terms of this Investment Policy;
    - (b) any subsequent endorsement, Member schedule/s and annexures applicable to this Investment Policy;
    - (c) all documents or electronic transmissions furnished in terms of this Investment Policy.

This replacement Investment Policy is signed on behalf of Liberty and the Fund as follows:

Signed at Johannesburg this 31st day of March 2021.

Abraham Paul Naude

**Full Names: on behalf of LIBERTY**

Divisional Executive

**Designation**

  
\_\_\_\_\_  
**Signature**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

David Adrian James Morris

**Full Names: on behalf of the FUND**

\_\_\_\_\_  
**Signature**

Chairperson

**Designation**

Michael Derek Clifford

**Full Names: on behalf of the FUND**

\_\_\_\_\_  
**Signature**

Board Member

**Designation**

Roger Mark Spence

**Full Names: on behalf of the FUND**

\_\_\_\_\_  
**Signature**

Principal Executive Officer

**Designation**

The Investment Policy is divided into **GENERAL CONDITIONS**, **SCHEDULE 1** (Investments), **SCHEDULE 2** (Portfolio Value Determination) and **SCHEDULE 3** (Investment Portfolios offered in the Fund):

### **GENERAL CONDITIONS**

1. Definitions and Interpretation
2. Notices and Communication
3. Standard Transaction Forms
4. Non-Compliance with Requirements or Non-Disclosure
5. Currency and Place of Business
6. Governing Law
7. Amendment to Conditions
8. Discontinuance and Termination
9. Dispute Resolution
10. Benefits are Non-Transferable
11. Discharge of Liability
12. Duties and Responsibilities of the Fund
13. Duties and Responsibilities of Liberty
14. Force Majeure
15. Data Protection
16. Implementation and Good Faith

### **SCHEDULES:**

- |             |   |
|-------------|---|
| Schedule 1: | Investments, Fees, Charges & Commission   |
| Schedule 2: | Portfolio Value Determination             |
| Schedule 3: | Investment Portfolios offered in the Fund |

### **ANNEXURES:**

- Statutory Notice to policyholders in terms of Section 62 of the Long-term Insurance Act (1998) - (This Annexure does not form part of the Investment Policy)

## **GENERAL CONDITIONS**

### **1. DEFINITIONS AND INTERPRETATION**

1.1 In this Investment Policy, unless it appears otherwise from the context:

"**Act**" means the Pension Funds Act, No. 24 of 1956 and its Regulations.

"**Actuary**" means Liberty's Statutory Actuary as provided for in the Long-term Insurance Act, No. 52 of 1998, as may be amended from time to time or replaced.

"**Ad Hoc Return**" means in respect of the Liberty Stable Growth Fund Portfolio, a return, whether positive or negative, declared on all investments in the portfolio, at the discretion of the Actuary, and effective immediately at the time of declaration. This is a different return from the monthly return based on the Return formula, which is declared and effected linearly over the Return Period.

"**Applicable Data Protection Laws**" means any legislation protecting the fundamental rights and freedoms of individuals in respect of their right to privacy with respect to the processing of Personal Information, applicable to an entity in the country in which such entity is established.

"**Applicable Laws**" means all national, provincial, local and/or municipal legislation, regulations, statutes, by-laws, ordinances, consents and/or other laws of any relevant governmental authority and/or any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the performance of any service or obligation contemplated under this Investment Policy, in addition to the legislation that is specifically referred to in this Investment Policy and where applicable, to include the Financial Sector Regulation Act, No. 9 of 2017 and the Insurance Act, No. 18 of 2017.

"**Authority**" means the Financial Sector Conduct Authority, constituted in terms of the Financial Sector Regulation Act, No. 9 of 2017.

"**Benefit Payment**" means the payment of a benefit determined in terms of the registered Rules of the Fund, which includes a retirement, retrenchment, resignation and death benefit in respect of a Member, or divorce award payment to a non-member spouse. "Benefit Payments" shall have a corresponding meaning.

"**Best Industry Practice**" means the exercise of such skill, diligence, prudence, foresight and/or good judgment which would be expected from a highly skilled, experienced and reputed person or entity engaged in the provision of the administration of the Fund and the investment of the Fund's assets in terms of this Investment Policy at an industry level.

"**Bonus Period**" means in respect of the Corporate Advanced Bonus Portfolio, the period of 3 months commencing on 1<sup>st</sup> January, 1<sup>st</sup> April, 1<sup>st</sup> July and 1<sup>st</sup> October of each year.

"**Bonus Year**" means in respect of the Corporate Balanced Bonus Portfolio only, the period of 12 months commencing on 1<sup>st</sup> January of each year.

"**Business Day**" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa.

"**Commencement Date**" means the date of inception of the Investment Policy, being 1 March 2008.

"**Commissioner**" means the Commissioner of the South African Revenue Services.

**"Confidential Information"** means all and any information (written, oral and/or electronic) disclosed in confidence by one Party ("the Disclosing Party") to the other Party ("the Receiving Party"), whether before or after the Effective Date and concerning the business, commercial and/or financial affairs of the Disclosing Party or any of its' affiliates, including any information relating to that Party's or its affiliates' operations, processes, plans, intentions, products and/or product information, know-how, designs, trade secrets, computer software, firmware and/or hardware, market opportunities, rating mechanisms, customers, clients, policy holders, documents, Data, Personal Information, letters, emails, correspondence, agreements, undertakings, structures, pricing, commission structures, messages, codes, formulae, technological information, specifications, blueprints, marketing methods, customer or client lists, supplier lists, employee or intermediary information, agent, consultant, contractor, subcontractor and/or representative information, projects, projections, financial information, cash flow charts, notes and/or extracts, and the strategic plans and/or policies that deal with the direction, manner, timing and/or implementation of any projects to be undertaken, and shall include this Investment Policy.

**"Contributions"** means all monies (including any voluntary contributions or transfers from another fund but excluding any premiums in respect of insured risk benefits) payable by the Fund to Liberty for the purposes of providing the benefits afforded by this Investment Policy.

**"Data"** means any data, including Personal Information, supplied by the Fund or its appointed third parties to Liberty, or stored, collected, collated, accessed or processed on behalf of the Fund by Liberty in relation to the Investment Policy.

**"Effective Date"** means 1 January 2021, irrespective of the Signature Date of this Investment Policy.

**"Election"** means the investment of future Net Contributions in an Investment Portfolio other than that in which Net Contributions are currently being invested.

**"Employer"** means an Employer who participates in the Fund in terms of the registered Rules of the Fund and the registered special rules applicable to the Employer and as defined in the Rules. "Employers" shall have a corresponding meaning.

**"Force Majeure Event"** means an event beyond the control of the affected Party which was not reasonably foreseeable by the affected Party and which was not caused by and could not have been reasonably planned for, or avoided by the exercise of reasonable foresight and/or reasonable care and diligence on the part of the affected Party, including acts of God, strikes, lockouts and other industrial disputes (except in relation to that Party's own Personnel), war, riot or civil unrest/commotion but only where and to the extent that:

- the non-affected Party agrees (such agreement not to be unreasonably withheld, delayed or conditioned) that the event asserted has prevented the affected Party from performing any or all of its obligations under this Investment Policy; and
- the event was not caused by the act or omission of the sub-contractor of the affected Party.

**"Fund"** means the Corporate Selection Umbrella Retirement Fund No 2, registered and approved in terms of the Act and the Income Tax Act, having its registered and business address at No. 1 Ameshoff Street, Braamfontein and with registration number PF 12/8/36438.

**"Fund Authority"** means an authority signed by an authorised representative of the Fund or participating Employer by virtue of which notices, communication, data or any other information in respect of the Fund, its Members, the participating Employer concerned or any party having a valid interest in the Fund may be communicated or stored utilising electronic means, which shall include, but not be limited to, facsimile, e-mail, electronic data interchange or any other computer readable medium. **"Member Authority"** shall, depending on the context where it is used and required, have a corresponding meaning.

**"Insurer"** means an Insurer registered in terms of the Long-term Insurance Act, No. 52 of 1998, or licensed in terms of the Insurance Act, No. 18 of 2017, who has issued a policy of insurance to the Fund.

**"Investment Policy"** means this policy, including any endorsements hereto, issued by Liberty to the Fund for the purpose of insuring some or all of the benefits offered by the Fund to Members in terms of the registered Rules and registered special rules.

**"Investment Portfolio"** means an investment portfolio (specified in Schedule 3 to this Investment Policy) which Liberty may make available from time to time and shall include the expression "portfolio".

**"Liberty"** means Liberty Group Limited, a public company duly incorporated under the laws of South Africa with registration number 1957/002788/06, having its principal place of business at No. 1 Ameshoff Street, Braamfontein. For purposes of the provision of this Investment Policy, Liberty shall be referenced to its registration or licensing as the Insurer.

**"Member"** means a Member of the Fund as more fully described in the registered Rules of the Fund and registered special rules applicable to an Employer's participation in the Fund. "Members" and "Membership" shall have corresponding meanings.

**"Net Contribution"** means the amount remaining and invested in the original policy and in accordance with this Investment Policy, after the deduction of any charges, other than investment administration fees, from the Contributions (including any voluntary contributions or transfers from another fund).

**"Normal Retirement Date"** means in respect of a Member of the Fund, the date as defined in the registered Rules of the Fund and in the registered special rules applicable to an Employer's participation in the Fund.

**"Parties"** means collectively the Fund and Liberty, and "Party" refers to either one of them, as the context may require.

**"Personal Information"** means any personal information as defined in the Protection of Personal Information Act, No. 4 of 2013.

**"Personnel"** means all directors, employees, officers, agents, representatives, consultants, contractors and/or sub-contractors of a Party, who are assigned from time to time to work in connection with the performance of that Party's obligations under or in connection with this Investment Policy.

**"Policy Value"** means the sum of the Portfolio Values.

**"Portfolio Value"** means in respect of all portfolios (other than the Corporate ALSI 40 Portfolio and the Corporate Balanced Bonus Portfolio) at any time:

1. the value of Units then allocated to the Fund, which shall equal the number of Units allocated; multiplied by the current Unit repurchase price;
2. plus Net Contributions received but not yet invested in the Investment Portfolio;
3. less all governance levies and investment administration fees including fees not yet disinvested;
4. less any asset handling fees levied on the assets in the portfolios;
5. less all tax including tax not yet disinvested;
6. less all statutory and similar charges not included in the determination of the unit price including charges not yet disinvested;
7. less the value of any Benefit Payments or Switches not yet disinvested, which shall equal the number of Units related to the Benefit Payment or Switches not yet disinvested, multiplied by the Unit repurchase price at the appropriate date of disinvestment;

8. plus, where appropriate, property capital surplus;

and in respect of the Corporate ALSI 40 Portfolio shall mean at any time:

1. Net Contributions including Net Contributions received but not yet invested in the Investment Portfolio;
2. plus, or less, any change in the ALSI 40 Index as published by the Johannesburg Stock Exchange attributable to the original policy and to this Investment Policy at the relevant time;
3. plus any bonuses declared;
4. less all governance levies and investment administration fees including fees not yet disinvested;
5. less all tax including tax not yet disinvested;
6. less all statutory and similar charges including charges not yet disinvested;
7. less the value of any Benefit Payments or Switches not yet disinvested;

and in respect of investments in the Corporate Balanced Bonus Portfolio shall mean at any time:

- the Net Contributions paid by the Fund together with any interest credited and surplus attributable to the original policy and to this Investment Policy at the relevant time, less any Benefit Payments or Switches made in terms of this Investment Policy.

**"Return Formula"** means in respect of Liberty Stable Growth Fund Portfolio, the formula used to determine the regular monthly returns, whether positive or negative, declared on investments in the portfolio.

**"Return Period"** means in respect of the Liberty Stable Growth Fund Portfolio, the period of one (1) month commencing on the first day of each calendar month.

**"Revision Date"** means the date on which any amendment or addition to the Investment Policy takes effect; unless where the Parties have indicated otherwise in writing, being 1 January 2021.

**"Rules"** means the registered main Rules governing the Fund, including registered special rules applicable to a participating Employer.

**"Switch"** means the transfer of all or a portion of the existing Policy Value to an Investment Portfolio or portfolios different from that in which the Policy Value is currently invested.

**"Umbrella Fund"** means this Fund, registered in terms of the Act and established for the purposes of accepting multiple and unrelated Employers to participate for the retirement funding and other arrangements for the benefit of their employees who are Members.

**"Underwritten Fund"** means this Fund, recognised and underwritten as such and to which the conditions of part 1 of the Regulations to the Act apply.

**"Unit"** mean the units as described in the Investment Schedule forming part of this Investment Policy. "Units" shall have a corresponding meaning.

**"Unit Price"** means a notional value of each Unit in the Investment Portfolio determined and calculated in accordance with the methodology of unitisation and unit pricing utilised by Liberty at the time of determination and calculation.



- 1.2 Any reference to –
  - 1.2.1 the singular includes the plural and vice versa;
  - 1.2.2 natural persons includes legal persons and vice versa; and
  - 1.2.3 gender includes the other genders.
- 1.3 References to a "person" include any natural person, firm, company, corporation, legal entity, government, organ of state or state agency or any association, trust, consortium or partnership (whether or not having a separate legal personality).
- 1.4 The clause headings in this Investment Policy have been inserted for convenience only and shall not be taken into account in its interpretation.
- 1.5 When any number of days is prescribed such number shall mean calendar days, unless Business Days are expressly referred to.
- 1.6 Any reference to months or years shall be a reference to calendar months or years, as the case may be.
- 1.7 Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-enacted from time to time.
- 1.8 If any provision in a definition is a substantive provision imposing rights or obligations on any Party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Investment Policy.
- 1.9 Where any term is defined within the context of any particular clause in this Investment Policy, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this Investment Policy, notwithstanding that such term has not been defined in this interpretation clause.
- 1.10 The expiration or termination of this Investment Policy or any of its parts shall not affect such of the provisions of this Investment Policy as expressly provided that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
- 1.11 The use of the word "including" followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the *ejusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example/s.
- 1.12 The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.

## 2. NOTICES AND COMMUNICATION

- 2.1 The Parties choose as their *domicilium citandi et executandi* (address for purpose of legal proceedings) their respective addresses set out in clause 2.2 below, at which addresses all processes and notices arising out of or in connection with this Investment Policy, its breach or termination may validly be served upon or delivered to the Parties.
- 2.2 For the purpose of this Investment Policy, the Parties' *domicilium citandi et executandi* is -
  - 2.2.1 as regards **LIBERTY**, at:

Attention: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

2.2.2 as regards **the FUND** at:

Attention: \_\_\_\_\_

\_\_\_\_\_

Telephone Number: \_\_\_\_\_

or at such other physical address, not being a post office box or poste restante, of which the Party concerned may notify the other Parties in writing.

2.3 Any notice given in terms of this Investment Policy shall be in writing and shall -

2.3.1 if delivered by hand, be deemed to have been duly received by the addressee on the date of delivery;

2.3.2 if posted by prepaid registered post, be deemed to have been received by the addressee on the eighth (8th) Business Day following the date of such posting;

2.3.3 if transmitted by facsimile, be deemed to have been received by the addressee one (1) Business Day after dispatch;

2.3.4 if sent electronically, be deemed to have been received on the first Business Day following the successful transmission thereof as evidenced by the electronic confirmation of receipt (unless the contrary is proven).

2.4 Notwithstanding anything to the contrary contained in this Investment Policy, a written notice or communication actually received by a Party at its chosen address set out above, shall be an adequate written notice of communication to such Party.

### 3. STANDARD TRANSACTION FORMS

3.1 In order to provide services to mutually agreed standards, Liberty will, from time to time, make available Standard Transaction Forms on their website [www.libertycorporate.co.za](http://www.libertycorporate.co.za) under 'Our Forms' for use in providing information in respect of such Fund-related transactions as Liberty may determine.

3.2 The Fund shall ensure that all transactions are made using the relevant Standard Transaction Forms referred to clause 3.1 above and that the said forms are duly and correctly completed in every respect and signed by the duly authorized signatory.

3.3 Receipt of a duly completed and authorized Standard Transaction Form shall serve as confirmation that the party requesting the transaction has a full and complete understanding of the material effects of that transaction. Liberty shall not be held liable for any loss incurred due to any incorrect information, mistake or misrepresentation being supplied by the Fund, or if applicable, the Fund's appointed third party.

- 3.4 Liberty will not act on an incomplete or obsolete form, but notwithstanding this and the provisions of clauses 3.2 and 3.3, a senior manager of Liberty may, in reasonable circumstances, override the requirements in clauses 3.1, 3.2 and 3.3 above, as long as the reason for so doing is clearly documented, and all the information required to process the transaction is provided.

#### **4. NON-COMPLIANCE WITH REQUIREMENTS OR NON-DISCLOSURE**

Liberty reserves the right to withhold the processing of any suspicious, unclear, incomplete or ambiguous instructions. Liberty agrees to inform the Board of Trustees of its decision and to take all reasonable efforts to timeously resolve any issues arising and if necessary, consult with the Board of Trustees.

#### **5. CURRENCY AND PLACE OF PAYMENT**

All payments to or by Liberty under this Investment Policy shall be made in the lawful currency of the Republic of South Africa by means of an electronic fund transfer to or from an account designated by Liberty.

#### **6. GOVERNING LAW**

The laws of the Republic of South Africa shall govern the validity, interpretation and performance under this Investment Policy and the courts of South Africa shall have sole jurisdiction.

#### **7. AMENDMENT TO CONDITIONS**

- 7.1 Liberty may amend any provision or condition of this Investment Policy after giving the Fund two (2) months' written notice (or such other period of notice as specifically provided for in this Investment Policy) of its intention to effect the amendment.
- 7.2 The Fund shall be entitled to request Liberty, in writing, to amend any provision of the Investment Policy. Liberty shall have two (2) months to consider the Fund's proposal to revert to the fund with a decision.
- 7.3 Senior representatives of Liberty shall, during the two months period envisaged in clauses 7.1 and 7.2, as far as is reasonably possible, avail themselves to representatives of the Fund to discuss the proposed amendments to the Investment Policy.
- 7.4 The Parties shall, in the course of the discussions, conduct themselves honourably and in good faith and in a manner compatible with the principles of Treating Customers Fairly.

#### **8. DISCONTINUANCE AND TERMINATION**

- 8.1 The Fund may discontinue Contributions to this Investment Policy on expiry of one (1) calendar month's written notice to Members, to Liberty and to participating Employers.
- 8.2 Liberty may discontinue accepting Contributions to this Investment Policy at any time on the occurrence of any one of the following events:
- (a) The Fund being placed under judicial management or in liquidation or effecting a compromise with its creditors.
  - (b) A material non-compliance by the Fund with the provisions of its registered Rules or with the provisions of the Investment Policy.
  - (c) Cessation of Contributions by the Fund without notice as required under clause 8.1 above.

- 8.3 Before implementing the provisions of this clause, Liberty shall give the Fund seven (7) calendar days' written notice of its intended action.
- 8.4 The discontinuance of Contributions to this Investment Policy will not affect any claim for Benefit Payments by the Fund where the event giving rise to the claim occurred before Contributions were discontinued, provided that the potential claim is notified to Liberty within one (1) month of the occurrence of the event giving rise to the claim.
- 8.5 On the discontinuance of Contributions to this Investment Policy the following terms and conditions will apply:
- (a) Upon discontinuance, the benefits secured by the Contributions shall be held as paid-up benefits or, in terms of the relevant cash redemption provisions contained in the Investment Portfolio Schedules, be disposed of in accordance with the provisions of the Rules of the Fund.
  - (b) The date at which the Investment Policy is made paid-up (the 'Termination Date') shall be the earlier of:
    - (i) the expiry of the notice period, described in clause 8.1;
    - (ii) the date on which the event specified in clause 8.2(a) is effective;
    - (iii) the expiry of the notice period as described in clause 8.3.

## **9. DISPUTE RESOLUTION**

In the event of conflict between the provisions of the registered Rules and the conditions of this Investment Policy, the following shall apply:

- 9.1 in all matters relating to the rights and obligations of the Fund under this Investment Policy, the conditions of this Investment Policy shall prevail.
- 9.2 in all other matters, including the rights and obligations of Members, the provisions of the registered Rules of the Fund shall prevail.

In all matters relating to the conditions of this Investment Policy:

- 9.3 The Parties will attempt to settle any claim or dispute that may arise among them amicably, with specific reference to the subject-matter of this Policy. In the event that any claim or dispute cannot be resolved amicably within thirty (30) calendar days of the date that the claim or dispute arose and the Parties are not desirous to terminate the Investment Policy, then the aggrieved party will have the right to exercise the dispute resolution remedy that is provided for under clause 9.4 below.
- 9.4 If the claim or dispute referred to in clause 9.3 above, and as it relates to the subject matter of this Investment Policy, has remained unresolved, such claim or dispute shall be dealt with through a conciliation process in terms of which the Parties shall jointly appoint a person qualified in the matter under dispute who shall attempt to facilitate a resolution of the dispute. The costs of the conciliation process shall be borne by both Parties.

- 9.5 If the matter can still not be resolved by such conciliation process, the matter shall then be settled by arbitration in terms of the Arbitration Act, No. 42 of 1965, as may be amended from time to time. In this regard, a tribunal shall be composed of one arbitrator who shall be appointed by the Parties by agreement or failing such agreement, by the chairperson of the Arbitration Foundation of South Africa ("**AFSA**") from time to time who shall in appointing such arbitrator, have regard to the qualifications and experience of the appointee in relation to the nature of the claim or dispute over which he has to adjudicate. In the case where the arbitrator resigns or becomes unable to act, a successor shall be appointed in the same manner as herein prescribed for the appointment of the original arbitrator and the successor shall have all the powers and duties of his predecessor.
- 9.6 The arbitration shall be held in Johannesburg or at such other place in the Republic of South Africa as the arbitrator determines and in accordance with whatever procedures the arbitrator considers appropriate. In particular, the arbitrator may if he deems appropriate, conduct the arbitration in an informal and summary manner and without requiring pleadings or discovery of documents and without observing the rules of evidence.
- 9.7 The proceedings shall be confidential and neither the Parties nor the arbitrator shall disclose to third parties any information regarding the proceedings, the award or settlement terms unless the Parties otherwise agree in writing.
- 9.8 After the institution of arbitration proceedings, the tribunal may proceed with the arbitration notwithstanding any failure, neglect or refusal of any one of the Parties to comply with the provisions hereof or to take part or to continue to take part in the arbitration proceedings. The arbitrator shall, within thirty (30) days of the termination of the proceedings, render a final and binding written award and furnish the Parties with written reasons for his judgment.
- 9.9 The provisions of this clause may be invoked by any Party by delivering to the other Party a demand in writing that an arbitrator be appointed to adjudicate in respect of a specified claim or dispute.
- 9.10 Pending the outcome of any arbitration, in the *interim* period and insofar as it concerns the disputed subject matter, the Parties shall continue to perform in terms of the Investment Policy or shall have the right to request the arbitrator to issue an interim ruling in respect of the subject matter.
- 9.11 The costs of arbitration shall be borne by both Parties as agreed by them, failing which the arbitrator shall, as part of his or her award, determine which Party will be responsible for the costs.
- A.9.12 Notwithstanding the afore-going, nothing in this clause shall be construed as precluding any one of the parties from applying to court for a temporary interdict or other relief of an urgent nature, pending the decision or the award of the arbitrator in terms of this clause.
- 9.13 This clause is severable from the rest of this Investment Policy and shall remain of full force and effect for a period of six (6) months after lawful termination of the Investment Policy; provided that it shall apply only in relation to a dispute that concerns the subject-matter of this Investment Policy.

- 9.14 Notwithstanding the above provisions, the Parties hereby consent in terms of Section 45 of the Magistrates Court Act No. 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court in respect of any action or proceeding arising from this Investment Policy but without prejudice to the rights of the Parties to bring proceedings in the High Court.
- 9.15 The contents of this clause shall continue to be binding for a period of six (6) months notwithstanding the fact that the one or more Parties to the dispute may have ceased to exist.

## **10. BENEFITS ARE NON-ASSIGNABLE**

The Investment Policy is issued solely for the benefit of the Fund and no right, title, interest or benefit herein or hereunder may be ceded, assigned or disposed of in any manner without the prior written approval of Liberty.

## **11. DISCHARGE OF LIABILITY**

- 11.1 Notwithstanding anything to the contrary contained in this Investment Policy or in the registered Rules of the Fund, the production by Liberty of an instruction, duly signed by or on behalf of the Fund, to make any payment to any person or body, and proof that such payment has been made by electronic fund transfer to the account reflected in such instruction, shall be final and conclusive evidence and proof that the payment has been paid and received. Liberty shall not be liable for any further action, claim or demand of whatever nature in respect thereof.
- 11.2 Further, Liberty reserves the right to delay the processing of transactions of any kind, including Benefit Payments in terms of this Investment Policy, if:
- (a) normal trading in the underlying investments ceases, is suspended, delayed or impeded in some manner; or
  - (b) it determines that it is subject to such liquidity constraints (either as a result of prevailing market conditions or as a result of circumstances applicable specifically to Liberty) as would render the transactions or the payment of the benefits unduly punitive or uneconomic for policyholders, beneficiaries or cessionaries as applicable or for Liberty.
- 11.3 Liberty will ensure that the policyholders, beneficiaries or cessionaries are notified of any such delay in the transactions or Benefit Payments. Any transactions or Benefit Payments will be implemented at the applicable selling Unit price of the relevant investment portfolio at the actual process date.

## **12. DUTIES AND RESPONSIBILITIES OF THE FUND**

The Fund shall:

- 12.1 Where it is required to be registered by the Authority or to be approved by the Commissioner,
- (a) ensure that it is registered by the Authority;
  - (b) ensure that it is approved by the Commissioner; and
  - (c) ensure that it at all times complies with the provisions of the Act, the Income Tax Act and any of the Applicable Laws relevant to the Fund.
- 12.2 Provide proof to the satisfaction of Liberty of the occurrence of an event giving rise to a claim for Benefit Payments under this Investment Policy.
- 12.3 Provide such other information as may reasonably be requested by Liberty. Such information shall be delivered in a form acceptable to Liberty within fourteen (14) Business Days of the date of such event or request.

- 12.4 Pay Contributions into this Investment Policy in accordance with the Fund's registered Rules and the provisions of the Act.
- 12.5 Advise Liberty of its intention to discontinue Contributions to a particular portfolio or to the Investment Policy as a whole as provided for in the relevant Schedules to this Investment Policy.
- 12.6 Advise Members of any restriction or condition imposed by this Investment Policy. Failure to do so shall not affect the operation of such restriction or condition.
- 12.7 Where the Fund is required to act in respect of a participating Employer, the Fund may delegate the duty to provide information, pay Contributions or give notice to a duly authorised representative of such participating Employer. Such delegation shall not absolve the Fund from any liability imposed upon it under this Investment Policy.

### **13. DUTIES AND RESPONSIBILITIES OF LIBERTY**

Liberty shall:

- 13.1 Ensure that it, at all times, complies with the provisions of the Act, the Income Tax Act and any other Applicable Laws relevant to this Investment Policy.
- 13.2 Apply the amounts received in terms of this Investment Policy for the purposes as set out in the relevant Schedules to this Investment Policy.
- 13.3 Pay all amounts and/or benefits as set out in the relevant Schedules to this Investment Policy.
- 13.4 With respect to this Investment Policy, furnish the Fund with any information it may reasonably require regarding this Investment Policy.  
  
Such information shall be delivered in a form acceptable to the Fund within fourteen (14) Business Days of the date of the request.
- 13.5 Be entitled to discontinue all or part of this Investment Policy after providing the Fund with such written notice as set out in the relevant Schedules to this Investment Policy.
- 13.6 Not accept any claim for interest or any other compensation in respect of delays in payment of amounts resulting from the Fund's failure to provide:
  - (a) timeous proof of the occurrence of the event giving rise to such claim for benefit; or
  - (b) timeous discharge, indemnity or such other documents as may be required for the purposes of paying such amount or benefit.
- 13.7 Not accept any claim for interest or any other compensation in respect of delays in investing amounts resulting from the Fund's failure to provide timeous or accurate information as required in terms of clause 13 of this Section of the Investment Policy.
- 13.8 Ensure that it has sufficient Data back-up and disaster recovery plans in place in respect of the Fund and this Investment Policy.

## 14. FORCE MAJEURE

- 14.1 For purposes of this clause, "*Force Majeure Event*" includes acts of God, acts of the State or Government, total national electricity failure, exceptionally adverse natural disasters, riot, insurrection, sanctions, sabotage, terrorism, political or civil disturbance, war, boycotts, embargo, strikes, lock-out, shortages of labour or materials, material delays in public transport or any similar circumstances beyond the reasonable control of the Parties.
- 14.2 Should either Party be prevented either directly or indirectly from carrying out any of its obligations in terms of this Investment Policy because of a Force Majeure Event, such Party's obligations in terms of this Investment Policy will be suspended for the duration of such Force Majeure Event, provided that written notice of the occurrence constituting such Force Majeure Event shall be given within forty eight (48) hours by the affected Party. Any failure to fulfil an obligation by the affected Party will not constitute a breach of the provisions of this Investment Policy and such affected Party shall not be held liable for any losses or damage which may arise as a consequence of its failure to perform as a result of the Force Majeure Event.

## 15. DATA PROTECTION

### 15.1 General

- 15.1.1 Each Party is responsible for complying with their respective obligations under the privacy and Applicable Data Protection Laws governing Personal Information.
- 15.1.2 Each Party remains solely responsible for determining the purposes and means of processing of Personal Information under this Investment Policy, including that such processing will not place the other Party in breach of any applicable privacy and Applicable Data Protection Laws.
- 15.1.3 Each Party undertakes to implement commercially reasonable measures to detect and/or prevent unauthorised access to its information technology systems and particularly in respect of protecting the integrity of and preventing unauthorised access to any Confidential Information and Data belonging to the disclosing party that it has in its possession or under its control.
- 15.1.4 The Parties each acknowledge that either of them may, on reasonable notice, investigate the steps the other Party is taking to comply with any applicable privacy and Applicable Data Protection Laws.
- 15.1.5 Liberty warrants, represents and/or undertakes that it shall ensure that all its systems and operations which it uses for the administration of the Fund and the Investment Policy, including all systems on which Confidential Information or Data is processed or stored as part of the administration of the Fund and the Investment Policy, shall at all times be of a minimum standard required by all Applicable Data Protection Laws and be of a standard no less than the standards which are in compliance with the Best Industry Practice for the protection, control and/or use of Confidential Information or Data.



- 15.1.6 Liberty shall take appropriate and/or reasonable technical and/or organisational measures or steps to prevent the loss of, damage to or unauthorised destruction of Confidential Information or Data and the unlawful access to or processing of Confidential Information or Data. The measures and or steps taken, must at all times be of a minimum standard required by all Applicable Data Protection Laws and be of a standard no less than the standards which are in compliance with the Best Industry Practice for the protection, control and/or use of Confidential Information or Data.
- 15.1.7 Liberty shall take reasonable steps to identify all reasonably foreseeable internal and/or external risks, posed to Confidential Information or Data under its possession, care and/or control and to establish and/or maintain appropriate safeguards against any risks identified. Liberty shall regularly verify that the safeguards are effectively implemented and keep a record of such verification. The safeguards shall be updated continually in response to new risks and/or deficiencies identified in previously implemented safeguards. Records kept, must be made available for inspection to the Fund by Liberty and/or its Personnel, on seven (7) days' written notice having been given by the Fund.
- 15.1.8 Liberty shall immediately notify the Fund if the Confidential Information or Data under its possession is compromised or breached in any way and the steps that Liberty will take to rectify such breach.

## **15.2 Indemnity**

Each Party hereby indemnifies and holds the other party harmless from any claim, damages, penalty or fine as a result of the defaulting party failing to comply with its obligations in terms of the clause 15.1, including costs on an attorney and client basis.

## **15.3 Record Retention**

The receiving party shall be entitled to retain the Confidential Information or Data to the extent and for the period required in terms of any legislation and professional codes of conduct. At the end of the statutory period, the receiving party shall, unless contrary instructions have been received, destroy such Confidential Information or Data.

## **16.. IMPLEMENTATION AND GOOD FAITH**

- 16.1 The Parties undertake to do all such things, perform all such acts and take all steps to procure the doing of all such things and the performance of all such acts, as may be necessary or incidental to give or conducive to the giving of effect to the terms, conditions and import of this Investment Policy.
- 16.2 The Parties shall at all times during the continuance of this Investment Policy, observe the principles of good faith towards one another in the performance of their obligations in terms of this Investment Policy.

## **SCHEDULE 1: INVESTMENTS, FEES, CHARGES & COMMISSION**

### **1. UNITS**

- 1.1 It is recorded that, solely for the purpose of ease of administration and simplicity in determining the Portfolio Value and without conferring on the Fund any interest or undivided share of whatsoever nature in any of the investments held in the Investment Portfolio, the Investment Portfolio shall be divided into Units.
- 1.2 The Unit price, which shall be applied for the purchase and the sale of Units, shall normally be determined daily (the "Valuation Date") or, where deemed appropriate by Liberty, on a more, or less, frequent basis. All Net Contributions shall be used to purchase Units in an Investment Portfolio using the Gross Selling Price ruling on the later of the Business day following receipt of such Net Contributions or the date on which the Net Contribution is identified as being available for allocation to this Investment Policy.
- 1.3 The "Gross Selling Price" shall be the price, as made available by the fund manager of the Investment Portfolio, increased by any purchase fees levied by the fund manager of the Investment Portfolio and any other amounts incurred in the purchase of Units.
- 1.4 The "Repurchase Price" shall be the price as made available by the fund manager of the Investment Portfolio, and shall be reduced by any redemption fees levied by the Investment Portfolio and any other costs associated with the sale of Units.
- 1.5 Net income distributions received or accrued from an Investment Portfolio shall be adjusted for income tax and applied to purchase Units at the Gross Selling Price.
- 1.6 Benefit Payments and Switches shall be disinvested by the sale of Units at the Repurchase Price.
- 1.7 Except under the circumstances as set out in the particular Investment Portfolio Schedule, the number of Units will only be increased at the time of the addition of investments. Units will only be cancelled at the time of the disposal or exclusion of investments.
- 1.8 On the acquisition or disposal of investments, the new number of Units shall be determined in such a manner that the Unit price is the same immediately before and after such acquisition or disposal.

### **2. CHOICE OF INVESTMENT PORTFOLIO**

- 2.1 The Fund may invest in any of the Investment Portfolios that Liberty may make available from time to time for this class of investments.
- 2.2 The list of available Investment Portfolios shall be maintained by Liberty for inspection at Liberty's Head Office, which is No. 1 Ameshoff Street, Braamfontein, Johannesburg.
- 2.3 The Fund may, but subject to:
  - any restrictions imposed in terms of this Investment Policy;
  - the Proposal or Quote, Declaration, Fund Authority and Member Authority made or granted in terms of this Investment Policy;
  - any Endorsement, Member Schedule/s and Annexures applicable to this Investment Policy; and
  - all documents or electronic transmissions furnished in terms of this Investment Policy;

request an Election or Switch to any other Investment Portfolio which Liberty may make available for this purpose from time to time.

- (a) The request for an Election or Switch shall be made in writing in the format prescribed by Liberty from time to time.
  - (b) Liberty will not give effect to any request for an Election or Switch where the written request is incomplete or reflects Investment Portfolios that are not available to the Fund at the time of the request.
  - (c) Liberty shall advise the Fund of Election or Switch requests received within three (3) Business Days of receipt and whether or not they have been or will be effected, and if not, the reason therefore.
  - (d) The Fund shall ensure that any requested Election or Switch has been appropriately completed and shall advise Liberty within five (5) Business Days of such request, should the notice referred to in clause 2.3(c) above not have been received.
  - (e) The onus of proof that Liberty has been provided with a valid Election or Switch request shall reside with the Fund and Liberty shall not be liable for any losses incurred prior to the receipt of any such request.
  - (e) Election requests will be processed within three (3) Business Days of receipt, and will only be applied to Net Contributions received after the processing date.
  - (f) Switch requests shall be subject to the relevant portfolio disinvestment provisions in accordance with Liberty's practices from time to time and in the manner reflected in the relevant investment Portfolio Schedule.
- 2.4 Should the Fund prove that Liberty received a valid written Election or Switch request, but did not act on that request in terms of clause 2.3 above, Liberty shall immediately on receipt of such proof place the Fund in the same position which it would have been in, had the request been processed in accordance with the said clause.

### **3. INVESTMENT AND DISINVESTMENT**

- 3.1 All Net Contributions received by Liberty shall be divided amongst, and invested in, the available Investment Portfolios in the proportions agreed to in writing between the Fund and Liberty.
- 3.2 Where no Investment Portfolio has been nominated and agreed in writing, the Net Contributions shall be invested in the Liberty Life Stage Portfolio or any other default portfolio.
- 3.3 Notwithstanding the above or any other provision contained in this Investment Policy, Liberty shall, where it may be constrained in securing certain investments for whatsoever reason, be entitled to invest any part of the Net Contributions in the Liberty Institutional Money Market Portfolio and shall advise the Fund accordingly.
- 3.4 All benefits paid by the Fund shall be divided and treated as disinvestments from the appropriate Investment Portfolios in proportion to the balance in each portfolio at the date referred to in clause 3.6 below.
- 3.5 Allocation of Net Contributions shall be made on the Business Day following identification of an amount as a Net Contribution.
- 3.6 All Benefit Payments will be disinvested on the Business Day preceding payment. Where any discharge, indemnity or other document required for the purpose of a payment is outstanding on receipt of a request for a Benefit Payment, Liberty shall disinvest the amount due and invest it in the Liberty Institutional Money Market Portfolio until the date on which payment can be made.
- 3.7 The Fund shall have no property or real rights in relation to the investments which comprise any Investment Portfolio, which investments shall at all times be and remain the unencumbered property of Liberty.

#### 4. REDEMPTION BY THE FUND

The notice period required for a cash redemption of all or part of this Investment Policy and the terms and conditions applicable to repayment of the Portfolio Value shall be as set out in this Investment Policy.

#### 5. ASSET COMPOSITION

- 5.1 Notwithstanding the Fund's choice of Investment Portfolios as contemplated in clause 2 above, Liberty shall do all things necessary to ensure that the asset composition of the available Investment Portfolios complies with the requirements of the Act or any replacement legislation.
- 5.2 Where requested, Liberty shall provide the Fund with a certificate confirming compliance with the Act within two (2) calendar months of the Fund's financial year end.
- 5.3 Where requested by the Fund, Liberty, at its sole discretion, may disclose to the Fund the mandates granted by Liberty to its investment managers in respect of all portfolios selected by the Fund for the purpose of investing its assets.
- 5.4 Where requested by the Fund, Liberty shall report to the Fund in respect of the investment managers' compliance with such mandates.

#### 6. INVESTMENT ADMINISTRATION FEES

Investment administration fees payable by the Fund shall be as set out below but shall be subject to a minimum annual fee as advised in writing by Liberty to the Fund from time to time.

- 6.1 The investment administration fees payable by the Fund to Liberty in respect of the assets held in respect of each individual participating Employer shall, from the Effective Date be based on a sliding scale according to the following table:

<b>Stratum of Policy Value per Participating Employer:</b>	<b>Annual Fee as a Percentage of the Relevant Stratum of the Policy Value:</b>
First R3 million	1.20%
Next R7 million	0.80%
Next R30 million	0.45%
Excess over R40 million	0.10%

Provided that, where the Fund invests in the Corporate Balanced Bonus Portfolio, the investment administration fees for that portfolio shall be the amount decided by the Actuary, as provided for in the Investment Portfolio Schedule for the Corporate Balanced Bonus Portfolio.

- 6.2 One-twelfth of the above fee shall be paid monthly on the Business Day closest to the 10th day of a month, based on the Policy Value at that time. The fee shall be deducted by reducing the unit balance or by such other means of payment as is agreed between the Fund and Liberty.
- 6.3 In addition to the fees referred to in clause 6.1 above, Liberty shall be entitled to recover any fees or costs incurred with the acquisition of foreign assets or the securing of foreign investments. Such fees or costs shall be levied as follows:
  - 6.3.1 In respect of the Corporate International Assets Portfolio, such costs will be included in the Unit price.
  - 6.3.2 In respect of all other portfolios, on that portion of the Policy Value which constitutes investments in portfolios where such fees and costs are applicable. These fees shall be levied in the same way as the fees referred to in clause 6.2 above.

- 6.3.3 In respect of all single Contributions invested in the portfolios referred to in clauses 6.3.1 and 6.3.2, the fees shall be deducted from the Contribution on receipt thereof.
- 6.4 In addition to the fees referred to in clause 6.1 and clause 6.3 above, Liberty shall be entitled to an asset-handling fee of 0.25% per annum of the value invested in any Investment Portfolio, other than the Corporate Series of Portfolios the Liberty Series of Portfolios or an Investment Portfolio wholly managed by STANLIB Collective Investments Limited. The asset-handling fee shall be levied in the same way as the fees referred to in clause 6.2 above.
- 6.5 Liberty shall give three (3) calendar month's written notice of any variation to the above fees. The Fund shall be deemed to have unconditionally accepted such variation if Liberty does not receive written notice of the Fund's intention to dispute the variation, within two (2) calendar months from Liberty giving written notice of the proposed variation.
- 6.6 Liberty will not levy fees in respect of Switches other than where the Fund incurs a buy/sell spread on Switches.
- 6.7 The above fees exclude any fees charged by specific investment managers on their respective portfolios.

## **7. COMMISSION**

A charge for commission in terms of the provisions of the Long-term Insurance Act, as is applicable to this class of policy, shall be levied in addition to any other charges reflected herein, in a manner determined by the Actuary.

## **8. INVESTMENT FEES**

Unless otherwise stated in this policy, all investment fees charged by the underlying investment managers of the portfolios, which shall include but not be limited to performance fees and frictional/transactional costs, shall be deducted by the investment manager prior to the determination of the Unit Price.

## **SCHEDULE 2: PORTFOLIO VALUE DETERMINATION**

### **THE CORPORATE SERIES OF PORTFOLIOS *THE CORPORATE ALSI TOP 40 PLUS PORTFOLIO***

The following terms and conditions shall be applicable to investments in the Corporate ALSI Top 40 Plus Portfolio:

#### **1. COMPOSITION**

- 1.1 The Portfolio Value is guaranteed to match the index performance of the Johannesburg Stock Exchange Index known as the ALSI Top 40, gross of Fees and Charges.
- 1.2 From time to time, Liberty may declare bonuses dependent upon the net investment income received from the actual assets underlying the portfolio.
- 1.3 If, at the date of any Benefit Payment or Switch, the underlying assets relative to this portfolio have achieved cumulative capital appreciation in excess of the proportionate movement of the ALSI Top 40 to the date on which the last index was determined, an amount equal to 50% of such excess, if any, shall be credited to the Policy Value.
- 1.4 Liberty reserves the right to utilise another share index if, in its sole opinion, the ALSI Top 40 Index ceases to be appropriate or is replaced by a more appropriate Index for the purposes of this type of portfolio.
- 1.5 Liberty reserves the right to recover from the Portfolio Value any applicable capital gains tax that may be levied against this portfolio.

#### **2. PORTFOLIO REDEMPTION PAYMENT**

The Portfolio Value will normally be switched or paid out within three (3) Business Days following receipt of the request.

**THE CORPORATE SERIES OF PORTFOLIOS**  
***THE CORPORATE BALANCED BONUS PORTFOLIO***

The following terms and conditions shall apply to investments in the Corporate Balanced Bonus Portfolio:

**1. COMPOSITION**

The Corporate Balanced Bonus Portfolio consists of investments specifically designated by the Directors of Liberty, which fall into the following categories:

- (a) fixed properties and property companies owned or controlled by Liberty;
- (b) fixed interest investments including debentures, loan stocks and mortgage bonds;
- (c) equities;
- (d) gilt-edged and approved securities; and
- (e) such other investments as are appropriate to the objectives of the Investment Portfolio.

**2. SURPLUS AND ALLOCATION**

2.1 The Investment Policy will participate in that part of the net surplus of the Corporate Balanced Bonus Portfolio as the Actuary decides is attributable to it.

2.2 Before the net surplus is determined by the Actuary, there will first be deducted any investment administration fees, which the Actuary decides are attributable to the Investment Portfolio.

2.3 The net surplus shall be distributed by means of a bonus that will be declared at least once a year and will be reinvested automatically in the Corporate Balanced Bonus Portfolio. The bonus consists of the following elements:

- (a) a "Vested Bonus" which, once declared, vests and may not be reduced; and
- (b) a "Capital Bonus" which will vest as described in clause 2.4 below. In the event of depreciation of the value of the underlying investments in the Corporate Balanced Bonus Portfolio, the Capital Bonus previously declared may be reduced.

2.4 Liberty will maintain a Main Account, which will be credited each year with the following:

- (a) Contributions;
- (b) the Vested Bonus; and
- (c) 10% of the initial value of each of the last ten Bonus Years' Capital Accounts as described in clause 2.5;

and will be debited with the benefits paid and any expenses due under the Investment Policy.

2.5 Liberty will maintain a Capital Account for each Bonus Year. This account is initially established by the Capital Bonus credited in that year. Thereafter, this account is reduced each year by transferring 10% of the initial value of the account to the Main Account so that the account is reduced to zero after ten (10) years.

### **3. PORTFOLIO REDEMPTION PAYMENT**

- 3.1 The Portfolio Value shall be switched or paid out over ten (10) years from the expiry of the notice period, subject to Liberty having received such indemnities, discharges and documents or information as it may require. Every attempt shall be made to spread payments evenly over the redemption period. Liberty reserves the right to make accelerated or lump sum payments on redemption, at its own discretion, and such accelerated payments shall be subject to an adjustment to the Portfolio Value as the Actuary may determine to be equitable.
- 3.2 If the total amount payable in respect of all redemptions of assets in this Investment Portfolio in any one (1) calendar year exceeds 10% of the net increase in the value of the assets of approved retirement funds managed by Liberty in the previous year, all redemption payments may be proportionately reduced. The reduction shall be such that the total amount paid for that year is limited to 10% of the previous year's net increase. In this event, the ten (10) year period during which the Portfolio Value may be paid out may be extended by one (1) year for each year that the limitation of payment applies.
- 3.3 Each payment of the Policy Value shall consist of proportionate payments from the Main Account and the Capital Account.
- 3.4 During the pay-out period, the Investment Policy shall participate fully in bonus declarations.



**THE LIBERTY SERIES OF PORTFOLIOS**  
***THE LIBERTY ADVANCED BONUS PORTFOLIO***

The following terms and conditions shall apply to the Liberty Advanced Bonus Portfolio:

**1. RETURN AND ALLOCATION**

- 1.1 The Investment Policy will participate in that part of the return smoothing reserve of the Liberty Advanced Bonus Portfolio as the Actuary decides is attributable to it.
- 1.2 The return smoothing reserve is determined by the Actuary, gross of the investment administration fees reflected in the Schedule of Investments, Fees, Charges & Commission contained in this Investment Policy.
- 1.3 The return smoothing reserve shall be distributed by means of a return that will be declared at the commencement of each Bonus Period and will vest linearly over the Bonus Period.
  - (a) a return may not be negative; and
  - (b) a return, once declared, may not be reduced.
- 1.4 The Unit price on any Valuation Date shall be adjusted from that of the previous Valuation Date, to reflect the return referred to in clause 1.3 above for the intervening period, giving the new Unit price.

**2. PORTFOLIO REDEMPTION PAYMENT**

The Portfolio Value will normally be switched or paid out within three (3) Business Days of the end of the Bonus Period following receipt of the request.

Provided that Liberty reserves the right to give written notice at any time to affected funds (and their appointed financial advisors where applicable) of their intent to delay payment of any cash redemption payment, even if appropriate notice has been given, as the Actuary may determine to be equitable to remaining investors in this portfolio.

**THE LIBERTY SERIES OF PORTFOLIOS**  
**THE LIBERTY STABLE GROWTH FUND PORTFOLIO**

The following terms and conditions shall apply to the Liberty Stable Growth Fund Portfolio.

**1. RETURN AND ALLOCATION**

- 1.1 The Investment Policy will participate in that part of the return smoothing reserve of the Liberty Stable Growth Fund Portfolio as determined by the Return Formula and agreed to by the Actuary, for each Return Period.
- 1.2 The return smoothing reserve is determined gross of the investment administration fees reflected in the Schedule of Fees and Charges.
- 1.3 The return smoothing reserve shall be distributed by means of an investment return determined in terms of the Return Formula that will be declared at the commencement of each Return Period and will vest linearly over the Return Period. The investment return determined in terms of the Return Formula may be positive, zero or negative.
- 1.4 An Ad Hoc Return, either positive or negative, may be declared at any time that the Actuary deems it necessary. This Ad Hoc Return will vest immediately, and the Unit price will be adjusted to reflect the Ad Hoc Return.
- 1.5 The Unit price on any Valuation Date shall be adjusted from that of the previous Valuation Date, to reflect the return referred to in clause 1.3 and clause 1.4 above for the intervening period, giving the new Unit price.

**2. PORTFOLIO REDEMPTION PAYMENT**

- 2.1 Liberty will recognise two types of disinvestment from this portfolio:
  - (a) Withdrawals, being:
    - Individual Member Benefit Payments and Switches, and
  - (b) Partial and full terminations, being:
    - Aggregate withdrawals as reflected in clause 2.1(a) above in excess of 20% (twenty percent) of the Fund's investment in this portfolio, measured over any preceding three (3) month period; and
    - Any other payments from the portfolio.
- 2.2 Disinvestments in respect of withdrawals as reflected in clause 2.1(a) above will normally be switched or paid out within three (3) Business Days of receipt of the request to disinvest or Switch.
- 2.3 In respect of partial and full terminations as reflected in clause 2.1(a) above, the Fund shall give Liberty the following written notice of its intention to redeem in whole or in part, from this portfolio:
  - (a) thirty (30) calendar days in respect of amounts of less than fifty million Rand (R50 000 000);
  - (b) ninety (90) calendar days written notice in respect of amounts of fifty million Rand (R50 000 000) but not exceeding two hundred million Rand (R200 000 000); and
  - (c) one hundred and eighty (180) calendar days' notice in respect of amounts greater than two hundred million Rand (R200 000 000).
- 2.4 The redemption will take place subject to Liberty having received such indemnities, discharges and documents or information as it may require.
- 2.5 Notwithstanding the content of clause 2.2 and 2.3 above, where the Actuary is of the opinion that a redemption would prejudice the other investors in the portfolio, the Actuary may apply increased notice periods, or any other measures deemed necessary to protect the interest of the other investors in this portfolio.

**THE LIBERTY SERIES OF PORTFOLIOS**  
***THE LIBERTY SECURE PORTFOLIO***

The following terms and conditions shall apply to the Liberty Secure Portfolio:

**1. RETURN AND ALLOCATION**

- 1.1 The Unit price, which shall be applied for the purchase and the sale of Units, shall normally be determined daily (the "Valuation Date"), or where deemed appropriate by Liberty, on a more, or less, frequent basis.
- 1.2 The portfolio invests in a combination of asset classes, including local and offshore investments, as referenced in the portfolio mandate.
- 1.3 Where the portfolio invests partly or wholly in smoothed assets or portfolios, the Unit price shall be determined based on the bonuses declared on those smoothed assets. The portfolio will participate in that part of the return smoothing reserve (of the relevant smoothed asset or portfolio) as determined by the Return Formula (of the relevant smoothed asset or portfolio) and agreed to by the Actuary, for each Return Period.
- 1.4 Where the portfolio invests in Unlisted Property, Property capital surplus and other directors' valuations shall be calculated on 31 December of each year or such other date as Liberty determines from time to time provided that such date shall not be later than twelve (12) calendar months after the previous valuation. It shall reflect the change in market value of fixed properties and property companies since their previous valuation.
- 1.5 The property capital surplus and other directors' valuations referred to above shall be allocated either by the addition or subtraction of Units.
- 1.6 The value of the total number of Units created or cancelled on 31 December of each year, or such other date as referred to above, shall equal the net surplus attributable to the portfolio for that period. The Units attributable to the owner shall relate to the proportion of the owner's investment in the portfolio during the period in question.
- 1.7 Except under the circumstances as set out in any Investment Portfolio Schedule, the number of Units will only be increased at the time of the addition of investments. Units will only be cancelled at the time of the disposal, deduction of relevant charges, as agreed from time to time.
- 1.8 On the acquisition or disposal of investments, the new number of Units shall be determined in such a manner that the Unit price is the same immediately before and after such acquisition or disposal.
- 1.9 Any costs incurred in obtaining and holding specific assets of the portfolio, including, but not limited to, stamp duty, marketable securities tax, trading costs and asset swap fees, will be charged to the Investment Portfolio by way of a reduction in the Unit repurchase price, or an addition to the gross selling price, as deemed appropriate by Liberty.

**2. PORTFOLIO REDEMPTION PAYMENT**

- 2.1 Liberty will recognise two types of disinvestment from this portfolio:
  - (a) Withdrawals, being:
    - Individual Member Benefit Payments and Switches; and
  - (b) Partial and full terminations, being:
    - Aggregate withdrawals as reflected in clause 2.1(a) above in excess of 20% (twenty percent) of the Fund's investment in this portfolio, measured over any preceding three (3) month period, and
    - Any other payments from the portfolio.

- 2.2 Disinvestments in respect of withdrawals as reflected in clause 2.1(a) above will normally be switched or paid out within three (3) Business Days of receipt of the request to disinvest or Switch.
- 2.3 In respect of partial and full terminations as reflected in clause 2.1 above, the Fund shall give Liberty the following written notice of its intention to redeem in whole or in part, from this portfolio;
- (a) thirty (30) calendar days in respect of amounts of less than one hundred million Rand (R100 000 000);
  - (b) ninety (90) calendar days written notice in respect of amounts of one hundred million Rand (R100 000 000) but not exceeding four hundred million Rand (R400 000 000); and
  - (c) one hundred and eighty (180) calendar days' notice in respect of amounts greater than four hundred million Rand (R400 000 000).
- 2.4 The redemption will take place subject to Liberty having received such indemnities, discharges and documents or information as it may require.
- 2.5 Notwithstanding the content of clauses 2.2 and 2.3 above, where the Actuary is of the opinion that redemption would prejudice the other investors in the portfolio, the Actuary may apply increased notice periods, or any other measures deemed necessary to protect the interest of the other investors in this portfolio.

**THE LIBERTY SERIES OF PORTFOLIOS**  
***THE LIBERTY TRACKER PORTFOLIOS***

The following terms and conditions shall apply to the Liberty Tracker Portfolios:

**1. RETURN AND ALLOCATION**

- 1.1 The Unit price, which shall be applied for the purchase and the sale of Units, shall normally be determined daily (the "Valuation Date"), or where deemed appropriate by Liberty, on a more, or less, frequent basis.
- 1.2 The portfolios invest in specified asset classes, including local and offshore investments, as referenced in the portfolio mandate.
- 1.3 The portfolios are passively managed, aiming to perform in line with the specified market investment indices, as specified in the portfolio mandates.
- 1.4 Except under the circumstances as set out in any Investment Portfolio Schedule, the number of Units will only be increased at the time of the addition of investments. Units will only be cancelled at the time of the disposal, deduction of relevant charges, as agreed from time to time.
- 1.5 On the acquisition or disposal of investments, the new number of Units shall be determined in such a manner that the Unit price is the same immediately before and after such acquisition or disposal.
- 1.6 Any costs incurred in obtaining and holding specific assets of the portfolio, including, but not limited to, stamp duty, marketable securities tax, trading costs and asset swap fees, will be charged to the Investment Portfolio by way of a reduction in the Unit repurchase price, or an addition to the gross selling price, as deemed appropriate by Liberty.

**2. PORTFOLIO REDEMPTION PAYMENT**

- 2.1 Liberty will recognise two types of disinvestment from this portfolio:
  - (a) Withdrawals, being:
    - Individual Member Benefit Payments and Switches; and
  - (b) Partial and full terminations, being:
    - Aggregate withdrawals as reflected in clause 2.1(a) above in excess of 20% (twenty percent) of the Fund's investment in this portfolio, measured over any preceding three (3) month period; and
    - Any other payments from the portfolio.
- 2.2 Disinvestments in respect of withdrawals as reflected in clause 2.1 above will normally be switched or paid out within three (3) Business Days of receipt of the request to disinvest or Switch.
- 2.3 In respect of partial and full terminations as reflected in clause 2.1 above, the Fund shall give Liberty the following written notice of its intention to redeem in whole or in part, from this portfolio:
  - (a) thirty (30) calendar days in respect of amounts of less than one hundred million Rand (R100 000 000);
  - (b) ninety (90) calendar days written notice in respect of amounts above one hundred million Rand (R100 000 000).
- 2.4 The redemption will take place subject to Liberty having received such indemnities, discharges and documents or information as it may require.
- 2.5 Notwithstanding the content of clauses 2.2 and 2.3 above, where the Actuary is of the opinion that a redemption would prejudice the other investors in the portfolio, the Actuary may apply increased notice periods, or any other measures deemed necessary to protect the interest of the other investors in this portfolio.

**THE LIBERTY SERIES OF PORTFOLIOS**  
**THE LIBERTY BALANCED TRACKER PORTFOLIOS**

The following terms and conditions shall apply to the Liberty Tracker Portfolios:

**1. RETURN AND ALLOCATION**

- 1.1 The Unit price, which shall be applied for the purchase and the sale of units, shall normally be determined daily (the "Valuation Date"), or where deemed appropriate by Liberty, on a more, or less, frequent basis.
- 1.2 The portfolios invest in a combination of asset classes, including local and offshore investments, as referenced in the portfolio mandate.
- 1.3 The portfolios are passively managed, aiming to perform in line with the specified market investment indices, as specified in the portfolio mandates.
- 1.4 Except under the circumstances as set out in any Investment Portfolio Schedule, the number of Units will only be increased at the time of the addition of investments. Units will only be cancelled at the time of the disposal, deduction of relevant charges, as agreed from time to time.
- 1.5 On the acquisition or disposal of investments, the new number of Units shall be determined in such a manner that the Unit price is the same immediately before and after such acquisition or disposal.
- 1.6 Any costs incurred in obtaining and holding specific assets of the portfolio, including, but not limited to, stamp duty, marketable securities tax, trading costs and asset swap fees, will be charged to the Investment Portfolio by way of a reduction in the Unit repurchase price, or an addition to the gross selling price, as deemed appropriate by Liberty.

**2. PORTFOLIO REDEMPTION PAYMENT**

- 2.1 Liberty will recognise two types of disinvestment from this portfolio:
  - (a) Withdrawals, being:
    - Individual Member Benefit Payments and Switches; and
  - (b) Partial and full terminations, being:
    - Aggregate withdrawals as reflected in clause 2.1(a) above in excess of 20% (twenty percent) of the Fund's investment in this portfolio, measured over any preceding three (3) month period; and
    - Any other payments from the portfolio.
- 2.2 Disinvestments in respect of withdrawals as reflected in clause 2.1 above will normally be switched or paid out within three (3) Business Days of receipt of the request to disinvest or Switch.
- 2.3 In respect of partial and full terminations as reflected in clause 2.1 above, the Fund shall give Liberty the following written notice of its intention to redeem in whole or in part, from this portfolio:
  - (a) thirty (30) calendar days in respect of amounts of less than one hundred million Rand (R100 000 000);
  - (b) ninety (90) calendar days written notice in respect of amounts above one hundred million Rand (R100 000 000).
- 2.4 The redemption will take place subject to Liberty having received such indemnities, discharges and documents or information as it may require.
- 2.5 Notwithstanding the content of clauses 2.2 and 2.3 above, where the Actuary is of the opinion that a redemption would prejudice the other investors in the portfolio, the Actuary may apply increased notice periods, or any other measures deemed necessary to protect the interest of the other investors in this portfolio.

## THE LIBERTY SERIES OF PORTFOLIOS

### *THE LIBERTY LIFE STAGE PORTFOLIOS*

The following terms and conditions shall apply to investments in a Life Stage Portfolio:

#### 1. COMPOSITION

1. A Liberty Life Stage Portfolio shall be made available to the Fund.
2. Life Stage Portfolios are designed to automatically reduce the investment volatility to which the Member's retirement funds are exposed as the Normal Retirement Date approaches.
3. Life Stage Portfolios are structured in descending risk profile order.
4. They are structured so that the units in the investment account, as well as any future investment contributions, are automatically switched into a progressively more conservative Investment Portfolio, the closer the Member is to the Normal Retirement Date as reflected in the following table:

Liberty Life Stage Portfolio

Timeframe prior to retirement	Percentage invested in preservation element: Liberty Secure Fund	Percentage invested in growth element: Liberty Stable Growth Fund
0-24 months	100	0
25-36 months	50	50
37 and greater	0	100

5. The Fund may not make an Election in respect of any Member of the Fund to this Life Stage Portfolio without a corresponding Switch of existing assets from any other portfolio to this Life Stage Portfolio in respect of such Member.
6. The Fund may not make an Election in respect of any Member of the Fund from this Life Stage Portfolio to any other portfolio without a corresponding Switch from this Life Stage Portfolio to any other portfolio in respect of such Member.
7. The Fund may not invest Net Contributions in respect of a Member in any other Investment Portfolio, whilst this Life Stage Portfolio is being utilised for that Member.
8. The Fund may not elect to invest in only one of the underlying portfolios in this Life Stage Portfolios to the exclusion of the other, nor alter the timing of the Switch and Election whilst the Life Stage Portfolio is being utilised for a Member.

#### 2. PORTFOLIO REDEMPTION PAYMENT

The Portfolio Value will be switched or paid out within three (3) Business Days of the end of the notice period for a Switch from the underlying portfolio.

**THE CORPORATE SERIES OF PORTFOLIOS  
OTHER THAN THE PORTFOLIOS LISTED ABOVE**

The following terms and conditions shall apply specifically to the Corporate Series of Portfolios other than the Portfolios listed above.

**1. SURPLUS AND ALLOCATION**

- 1.1 Normal surplus shall be calculated by the Actuary on each Valuation Date and shall comprise the following two items:
  - (a) Income surplus, which shall include all attributable income, whether accrued or received, in respect of the investments held in the Investment Portfolio.
  - (b) Capital surplus, which shall reflect all changes in the market value of the investments held in the Investment Portfolio, other than fixed properties and property companies.
- 1.2 The Unit price on any Valuation Date shall be adjusted from that of the previous Valuation Date to reflect the normal surplus referred to in clause 1.1 above for the intervening period, giving the new Unit price.
- 1.3 Property capital surplus and any other valuations agreed to by the directors of Liberty shall be calculated on 31 December of each year or such other date as Liberty determines from time to time, provided that such date shall not be later than twelve (12) calendar months after the previous valuation. It shall reflect the change in market value of fixed properties and property companies since their previous valuation.
- 1.4 Property capital surplus and any other valuations agreed to by the directors of Liberty referred to in clause 1.3 above shall be allocated either by the addition or subtraction of Units.
- 1.5 The value of the total number of Units created or cancelled on 31 December of each year, or such other date as referred to in clause 1.3 above, shall equal the total property capital surplus attributable to the Investment Portfolio for that period. The Units attributable to the Fund shall relate to the proportion of the Fund's investment in properties during the period in question.
- 1.6 Any costs incurred in obtaining and holding specific assets of the portfolio, including, but not limited to, stamp duty, marketable securities tax, trading costs and asset swap fees, shall be charged to the Investment Portfolio by way of a reduction in the Unit repurchase price, or by an addition to the gross selling price, as deemed appropriate by Liberty.

**2. PORTFOLIO REDEMPTION PAYMENT**

The Portfolio Value will normally be switched or paid out within three (3) Business Days following receipt of the request.



SCHEDULE 3: INVESTMENT PORTFOLIOS OFFERED IN THE FUND	
LCB or Corporate Selection Name	LCU or Liber8 Name
Liberty Core Balanced	Liberty Core Balanced
Liberty Core Conservative	Liberty Core Conservative
Liberty Core Moderate	Liberty Core Moderate
Liberty Stable Growth Fund	Liber8 Stable Growth Fund
Liberty Secure Fund	Liber8 Secure Fund
Liberty Life Stage	Liber8 Life Stage
	Liberty Corporate Conservative Growth Fund
Liberty Corporate Choice Assets	Liberty Corporate Moderate Growth Fund
Liberty Corporate Preferred Assets	Liberty Corporate Balanced Growth Fund
Liberty Aggressive Balanced Tracker Fund	Liberty Balanced Tracker Fund
Liberty Moderate Balanced Tracker Fund	Liberty Moderate Tracker Fund
Liberty Conservative Balanced Tracker Fund	Liberty Conservative Tracker Fund
Liberty Institutional Money Market Fund	Liberty Institutional Money Market Fund
Liberty Shariah FoF	STANLIB Multi Manager Shari'ah Balanced FoF
Liberty ALBI TR Tracker Fund	Liberty ALBI TR Tracker Fund
Liberty ALSI Top 40 TR Tracker Fund	Liberty ALSI Top 40 TR Tracker Fund
Liberty SteFi Tracker Fund	Liberty SteFi Tracker Fund
Liberty SWIX Top 40 Tracker Fund	Liberty SWIX Top 40 Tracker Fund
Liberty Corporate Absolute Returns	
Single-manager Consolidation	
Single-manager Growth	
Single-manager Preservation	
Corporate Balanced Bonus	
Corporate Advanced Bonus	
STANLIB Income Fund	STANLIB Income Fund
STANLIB Multi Manager Conservative Balanced	STANLIB Multi Manager Conservative Growth Fund
STANLIB Multi Manager Moderate Balanced	STANLIB Multi Manager Moderate Growth Fund
STANLIB Multi Manager Aggressive Balanced	STANLIB Multi Manager Balanced Growth Fund
Liberty Corporate Unlisted Real Estate Portfolio	Liberty Corporate Unlisted Real Estate Portfolio

Liberty Corporate Listed Real Estate Portfolio	STANLIB Property Income
Liberty REIT Portfolio	
Allan Gray House View with Global	Allan Gray Balanced Fund
Coronation House View with Global	Coronation Balanced Plus Fund
Investec House View with Global	
Prudential House View with Global	Prudential Balanced Fund
Allan Gray Equity Fund	Allan Gray Equity Fund
Allan Gray Orbis Global Equity Feeder Fund	Allan Gray Orbis Global Equity Feeder Fund
Allan Gray Orbis Global FoF	Allan Gray Orbis Global FoF
Allan Gray Stable Fund	Allan Gray Stable Fund
Coronation Aggressive Equity Fund	Coronation Aggressive Equity Fund
Coronation Balanced Defensive Fund	Coronation Balanced Defensive Fund
Foord Balanced Fund	Foord Balanced Fund
Foord Equity Fund	Foord Equity Fund
Foord International Feeder Fund	Foord International Feeder Fund
Investec Cautious Managed Fund	Investec Cautious Managed Fund
Ninety One High Income Fund	Ninety One High Income Fund
Ninety One Opportunity Fund	Ninety One Opportunity Fund
Ninety One Value Fund	Ninety One Value Fund
Kagiso Balanced Fund	Kagiso Balanced Fund
Nedgroup Investment Rainmaker Fund	Nedgroup Investment Rainmaker Fund
Prudential Equity Fund	Prudential Equity Fund
Prudential Inflation Plus	Prudential Inflation Plus
Seed Unitised Income Selection	
Seed Unitised Conservative Selection	
Seed Unitised Moderate Selection	
Seed Unitised Balanced Selection	
Sasfin MET Stable Fund	
Sasfin MET Balanced Fund	
Sasfin MET Prudential Fund	
Sasfin MET Equity Fund	
PSG Wealth EB High Equity Fund	
PSG Wealth EB Medium Equity Fund	
PSG Wealth EB Low Equity Fund	

PSG Wealth EB Cash Plus Fund	
TRG Balanced Prescient FoF	
Mentenova Wealth Builder	
Mentenova Wealth Stabiliser	
Mentenova Wealth Protector	

**STATUTORY NOTICE TO POLICYHOLDERS IN TERMS OF SECTION 62 OF THE LONG-TERM  
INSURANCE ACT (1998)**

(This notice does not form part of the Investment Policy)

As a long-term insurance Policyholder, or prospective Policyholder, you have the right to the following information:

1. The intermediary (insurance broker or representative) dealing with you must at the earliest reasonable opportunity disclose:
  - (a) Name, physical and postal address and telephone number.
  - (b) Legal capacity: whether independent or representing an insurer or brokerage.
  - (c) Concise details of relevant experience.
  - (d) Insurance products that may be sold.
  - (e) Insurers whose products may be marketed.
  - (f) Indemnity cover held - Yes / No.
  - (g) Shareholdings in insurers if 10% or more.
  - (h) Name of insurers from which the intermediary received 30% or more of total commission and remuneration during the past calendar year.

The intermediary must be able to produce proof of contractual relationship with and accreditation by the insurers concerned.

2. Your right to know the impact of the decision you elect to make:
  - (a) The intermediary or insurer dealing with you must inform you of:
    - (i) The premium you may be paying.
    - (ii) The nature and extent of benefits you may receive.
  - (b) If the benefits are linked to the performance of certain assets:
    - (i) How much of the premium will go towards the benefit.
    - (ii) To what portfolio will your benefits be linked.
  - (c) The possible impact of this purchase on your finances.
  - (d) The possible impact of this purchase on your other policies (affordability).
  - (e) The possible impact of this purchase on your investment portfolio (affordability).
  - (f) The flexibility of changes you may make to the proposed contract.
  - (g) The contract terms of the product you intend to purchase.

It is very important that you are quite sure that the product or transaction meets your needs and that you feel you have all the information you need to make a decision.

3. Your right when being advised to replace an existing policy. You may not be advised to cancel a policy to enable you to purchase a new policy or amend an existing policy, unless:
  - (a) The intermediary identifies the policy as a replacement policy.
  - (b) The implications of cancellation of the policy are disclosed to you such as:
    - (i) The influence on your benefits under the old policy.
    - (ii) The additional costs incurred with the replacement.
  - (c) The insurer which issued the original policy will contact you, you are advised to discuss the matter with its representative.

4. Your right to be informed by the Insurer. The insurer will forward you documentation confirming the policy details as discussed in paragraph 2 of this Notice, which will also include:
- (a) The name of the insurer.
  - (b) The product being purchased.
  - (c) The cost in Rands of the transaction and specifically:
    - (i) the loadings; if any
    - (ii) the initial expense; and
    - (iii) the amount of commission and other remuneration being paid to the intermediary.
  - (d) In the case of policies with an investment element, the ongoing expense and any other fees or charges payable.
  - (e) The summary in terms of Rule 11 of the Rules.
  - (f) The contact number and address of the Complaints and the Compliance Officers of the insurer.

The insurer may disclose the above Information on a generic basis with additional policyholder specific disclosure.

5. Your right to cancel the transaction:

You have a right to cancel a policy in writing within 31 days after receipt of the policy summary. The same applies to certain changes you may make to a policy. The insurer is obliged to confirm to you whether you have this right and to explain how to exercise it.

Please bear in mind that you may not exercise if you have already claimed under the policy or if the event, which the policy insures you against, has already happened. If the policy has an investment component, you will carry any investment loss.

## 6. **IMPORTANT WARNING**

It is very important that you are quite sure that the product or transaction meets your needs and that you feel you have all the information you need before making a decision.

It is recommended that you discuss with the intermediary or insurer the possible impact of the proposed transaction on your finances, your other policies or your broader investment portfolio. You should also ask for information about the flexibility of any proposed policy.

Where paper forms are required, it is advisable to sign them only once they are fully completed. Feel free to make notes regarding verbal information, and to ask for written confirmation or copies of documents.

Remember that you may contact either the Long-term Insurance Ombudsman or the Authority, whose details are set out below, if you have any concerns regarding a product sold to you or advice given to you.

## 7. **COMPLAINTS RESOLUTION PROCEDURE AND CONTACT DETAILS**

### **Contact Us:**

For more information please contact your accredited Liberty financial adviser, broker or the Liberty Corporate Contact Centre:

Liberty Corporate General Contact Centre  
Tel Number: (011) 558 2999  
Fax Number: (011) 408 2264  
e-mail: [lc.contact@liberty.co.za](mailto:lc.contact@liberty.co.za)  
Website: [www.liberty.co.za](http://www.liberty.co.za)

### **Complaints:**

Complaints or comments for Liberty Corporate may be directed in writing to:

The Complaints Resolution Manager  
Liberty Corporate, a Division of Liberty Group Limited  
PO Box 2094  
Johannesburg  
2000  
Tel Number: (011) 408 2771  
Fax Number: (011) 408 4440

e-mail: [contactlcb@liberty.co.za](mailto:contactlcb@liberty.co.za)  
Website: [www.liberty.co.za](http://www.liberty.co.za)

Liberty Compliance Officer  
PO Box 10499  
Johannesburg  
2000  
Tel Number: (011) 558 3911  
e-mail: [group.compliance@liberty.co.za](mailto:group.compliance@liberty.co.za)

If your complaint is not resolved to your satisfaction by Liberty, you may contact one of the legislative bodies that are tasked with looking after your consumer interests:

For pension fund complaints, you may contact:  
The Pension Funds Adjudicator  
PO Box 580  
Menlyn, 0063  
Tel Number: 086 693 7472 / (012) 346 1738  
e-mail: [enquiries@pfa.org.za](mailto:enquiries@pfa.org.za)

For complaints regarding a financial adviser, you may contact:  
The FAIS Ombud  
PO Box 74571  
Lynnwood Ridge, 0040  
Tel Number: (012) 470 9080  
Fax Number: (012) 348 3447  
e-mail: [info@faisombud.co.za](mailto:info@faisombud.co.za)

For complaints regarding long term insurance policies, you may contact:  
The Ombudsman for Long-term Insurance  
Private Bag X45  
Claremont, 7735  
Tel Number: (021) 657 5000  
Sharecall Number: 086 010 3236  
Fax Number: (021) 674 0951  
e-mail: [info@ombud.co.za](mailto:info@ombud.co.za)

Contact details for the Authority:  
The Financial Sector Conduct Authority  
PO Box 35655  
Menlo Park, 0102  
Tel Number: 0800 203 722 / (012) 428 8000  
Fax Number: (012) 346 6941  
e-mail: [info@fsca.co.za](mailto:info@fsca.co.za)

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