



## **VERSION 1.1** ENDOWMENT POLICY TERMS AND CONDITIONS

**(Underwritten by Guardrisk Life Limited FSP 76 Reg 1999/013922/06)**

This document together with your policy schedule constitutes your Policy Document and contains the terms and conditions applicable to your Policy and sets out the rights and responsibilities of the parties involved.

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### **1. DEFINITIONS**

#### **AOS / Itransact - "the Administrator"**

Automated Outsourcing Services (Pty) Limited (with company registration number: 1997/013802/07) trading as Itransact, is the company that a licensed Administrator in terms of the Financial Advisory and Intermediary Services Act, FSP No 650. They have been appointed by the Insurer to enter into and administer the Policy on their behalf.

#### **Applicable Laws:**

Means the Insurance Act 18 of 2017 ('the Insurance Act'), the Long-term Insurance Act 52 of 1998 ('the LTIA'), the Policyholder Protection Rules (Long-term Insurance), 2017, the Financial Advisory and Intermediary Services Act 37 of 2022 ('FAIS'), the Financial Intelligence Centre Act 38 of 2001 (FICA), the Prevention of Organised Crime Act 121 of 1998 ('POCA'), the Protection of Constitutional Democracy against Terrorism and Related Activities Act 33 of 2004 ('the POCDATARA Act'), the Income Tax Act 58 of 1962, the Securities Services Act 36 of 2004, the Protection of Personal Information Act 4 of 2013 ('POPIA'), and any other legislation relating to or regulating the protection or processing of Personal Information (as defined in POPIA), direct marketing or unsolicited electronic communications and which may be applicable in South Africa from time-to-time.

#### **Beneficiary**

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

#### **Business Day**

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

#### **Financial Advisor- "FSP"**

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

#### **Insurer**

Guardrisk Life Limited (registration number 1999/013922/06 and FSP number 76), an authorised financial services provider in terms of FAIS and licensed life insurer in terms of the Insurance Act.

**Investor – “the Investor or you”**

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

**Investors Independent Nominee (Pty) Limited – “the Nominee”**

Investors Independent Nominee (Pty) Limited (with company registration number 2009/003227/07) is the company that has been approved as a nominee company by the FSCA and that holds the assets comprising the Product on behalf of the Insurer.

**Investment Amount**

The once-off lump sum amount paid by you, which must be equal to or more than the minimum amount specified in the Product Brochure of the Product you selected, and that must be received in the Nominee’s bank account before 11:00 on the last day of the Offer Period.

**Investor Account**

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

**Life Assured**

This is the person to whose life the Policy is tied. A legal entity cannot be appointed as a Life Assured. The Policy comes to an end when this person dies. If there is more than 1 (one) Life Assured, the Policy will end when the last surviving Life Assured dies.

**Offer Period**

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

**Policy – “the Policy”**

The Policy is a single-premium linked endowment policy underwritten by the Insurer in terms of which Policy Benefits are provided to you on expiry of a five-year term or earlier on your request, or upon the request of the last surviving Life Assured.

**Policy Benefit**

The Policy is a single-premium linked endowment policy underwritten by the Insurer in terms of which Policy Benefits are provided to you on the Scheduled Maturity Date, or upon the death of the last surviving Life Assured.

**Policy Surrender / Loan Value**

This is the maximum amount payable on withdrawal/loan from the Policy prior to the Scheduled Maturity Date. By law, the amount that may be paid out to you is limited to your Investment Amount, plus 5% interest compounded annually- less, in the case of a withdrawal, the capital of a loan already provided in respect of the Policy.

**Product**

This is the investment product selected by you on the application form into which your Investment Amount is invested in terms of the Policy, the details of which are reflected fully in the Policy summary. The assets comprising the Product are held by or on behalf of the Insurer specifically for the purposes of the Policy.

**Product Brochure**

This is the document produced by the Product Issuer in relation to the Product that describes the features of, and the terms and conditions of the Product in greater detail.

**Product Issuer**

This is the company or legal entity (normally a South African Corporate Investment Bank) that the Insurer has approved to make the Product available for investment under the Policy.

**Product Withdrawal/ Loan Value**

This is the amount that can be realised, in accordance with the Product Brochure, by the Insurer from the Product when you request a withdrawal/loan from the Policy prior to the Scheduled Maturity Date.

**Scheduled Maturity Date**

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

**Unclaimed Benefits**

Means a Policy Benefit which cannot be paid within 3 (three) months of the Policy Benefit falling due because the Investor/Beneficiary is not contactable. In other words, the Investor/Beneficiary cannot be located, emails are undelivered, post is returned to the Administrator and/or the contact number is no longer in use.

## **2. DOCUMENTS THAT FORM THE BASIS OF THE POLICY CONTRACT**

Your Policy with the Insurer may be based on any combination of the below documentation

- Your investment application form, as accepted by the Administrator.
- Your supporting documents.
- Your Policy summary.
- This Policy document.
- The Product Brochure.
- Any later instructions from you that have been accepted by the Administrator.
- Any later amendment to the Policy terms and conditions.
- Any quote or fee calculation document issued by the Administrator.

## **3. LAWS THAT APPLY TO THE POLICY**

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

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

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

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

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

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

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

### **3.4. Income Tax Act**

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

### **3.5. Securities Services Act**

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

## **4. HOW THE POLICY WORKS**

- a. The Policy is issued by the Insurer.
- b. The Insurer appointed the Administrator to make the Policy available, to enter into it with you and to administer it on its behalf.
- c. The Insurer offers you the opportunity to invest, through the Policy, in a Product issued by the Product Issuer.
- d. The details of how the Product works are set out in the Product Brochure.
- e. The Insurer is the registered owner of this investment which is held in custody, on behalf of the Insurer, with the Nominee.
- f. You or your Financial Advisor must select the Product underlying the Policy. The Insurer may at any time restrict or enhance the range of Products available to you to choose from.
- g. You may only select 1 (one) Product per Policy.

The Policy has a fixed 5 (five) year term and begins on the day set out in your Policy summary. It is when the Administrator has accepted your completed and duly signed application form, together with your supporting documents and your Investment Amount is invested via the Nominee’s bank account into the Product.

The value of your Investor Account is directly linked to the value of the Product selected by you. As the value realisable under the Product rises, the value of your Investor Account will rise. Similarly, as the value realisable under the Product you selected decreases, so will the value of your Investor Account. It will also decrease when you make an early withdrawal and as a result of the fees and charges you pay.

The Policy will end on the Scheduled Maturity Date. On this date, an amount becomes payable under the Product to the Insurer and Policy Benefit will become payable to you by the Insurer. The amount of the Policy Benefit payable under the Policy is not guaranteed by the Insurer, the Product Issuer or the Administrator. However, the investment assets that make up the Product do provide different levels of capital protection.

Depending on the Product you select and the performance thereof, and provided no withdrawal or loan was made by you, one of the following becomes payable to the Insurer on the Scheduled Maturity Date:

- a. Repayment of a portion of the Investment Amount, without any interest from the investment start date or any investment return.
- b. Repayment of the full Investment Amount, without any interest from the investment start date or any investment return.
- c. Repayment of the full Investment Amount plus payment of investment returns as calculated in terms of the Product Brochure.

Prior to the Scheduled Maturity Date, you may access Policy Benefits due to you from the Insurer by withdrawal subject to the requirements of legislation and the terms set out in this document.

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

- a. you withdraw the total amount available under the Policy.
- b. the last Life Assured dies prior to the Scheduled Maturity Date.
- c. the investment value is zero.

## **5. YOUR RIGHTS AND RESPONSIBILITIES**

Read the information about the Policy and Product carefully. Please read the application form, the Product Brochure and this Policy document before making your investment. You are responsible for your investment decisions and must carefully consider whether this investment is right for your needs.

Consider the consequences of investing in the Policy from a financial, legal, tax, accounting and regulatory perspective; all the fees and charges payable, and make sure that you understand the risk and returns on your investment. Every investment has some degree of risk and it is possible to lose some or all of your money, especially when you withdraw or take a loan from the Policy.

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

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

### **5.2. Appoint a FSP**

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

You must check with the FSP that they are authorised to give you financial advice and/or intermediary services on this investment based on their FAIS licence read with the conditions or restrictions applicable to their FAIS licence. As a minimum requirement, the FSP's must have a Category 1 licence.

The FSP you appoint is not an employee or agent of the Administrator or the Insurer but acts independently from them. If you elect to deal with the Administrator through the FSP, and their details appear on the application form, it will be assumed that all future dealings will also, until the Administrator is advised otherwise, take place through that FSP.

### **5.3. Change your FSP**

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

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

You must confirm to the Insurer via the Administrator on a "Replacement Policy Advice Record" that you understand the consequences of replacing an existing financial product with this Policy. Therefore, if this Policy is a replacement (in whole or in part) of another existing financial product you own, please ensure you understand the actual and possible implications and costs involved.

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

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

You or your duly mandated FSP must send instructions by e-mail to the email address provided on the instruction form. The sender of the the e-mail must ensure that the completed forms have actually been received by the Administrator. The sender can contact the Administrator telephonically at the telephone numbers specified in Section 13 of this document.

**5.6. Provide complete and accurate information**

You must complete and sign the application form and ensure that all of the information, including any supporting documentation, is accurate, clear and complete. You must initial any changes to the information you submit.

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

The Insurer permits you to select the underlying Product forming part of this Policy from a range of financial products made available by them. You may only select one Product from the available options for this Policy, but will be allowed to enter into separate policies if you wish to invest in more than one of the Products. The Insurer may restrict or enhance the available options at any time, or suspend further investments into a Product, and the Administrator or your FSP will contact you if this happens.

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

You must comply with certain requirements under FICA before the Administrator will process your application form or subsequent instructions. You must provide your FSP, and if specifically so required, the Administrator with certain information of a personal and financial nature required for purposes of identification and verification. Please refer to Section 6 below in this regard. The Insurer and the Administrator are committed to complying with national and international law, rules and regulations and policies regarding the combating of criminal activities, money laundering and terrorist financing. All application forms and all information concerning the Investor, are therefore subject to verification, processing, screening and profiling and the Insurer and the Administrator may be obliged to decline certain application forms or request additional documentation such as financial statements and asset and liability statements where the Investor falls within a certain risk category. In addition, upon the acceptance of an application form, all information, instructions and transactions for and on behalf of the Investor will be subject to continuous screening and profiling which may prohibit, limit or delay the execution thereof and which may oblige the Insurer and the Administrator to terminate its relationship with the Investor. To the extent permissible, the Insurer and the Administrator shall advise the Investor of any prohibitions, limitations or delays on such application forms, instructions or transactions.

The Insurer and the Administrator, or its respective affiliates, employees, officers, and directors, shall not be liable for any losses and damages of any nature whatsoever, including, without limitation, loss of profits or any anticipated savings due to any prohibition, limitation or delay as stipulated above. You must update your personal and banking details if these change and provide the FSP and/or the Administrator with new supporting documentation. All supporting documents must be clear and readable, less than 3 (three) months old and copies must be correctly certified. You must update your personal and banking details should these change and provide the FSP and/or the Administrator with new supporting documentation.

**5.9. Appoint a Life Assured (Does not apply to a legal entity)**

There must be at least 1 (one) Life Assured appointed for this Policy which must be a natural person. If the Investor is a natural person, you will automatically be appointed as the Life Assured under this Policy and you may appoint 3 (three) additional Lives Assured. If the Investor is a legal entity, you may appoint a maximum of 4 (four) Lives Assured under this Policy. The maximum age at inception of this Policy for the youngest Life Assured may not exceed age 90 (ninety) on their next birthday. You can add another Life Assured during the term of this Policy but cannot remove or replace an existing Life Assured.

**5.10. Adhere to Administrator timelines**

All documentation required by the Administrator in respect of the investment under this Policy must be delivered to the Administrator in accordance with the timelines set out in Section 9 of this document. If you and/or your FSP fail to adhere to the timelines, the Administrator will deem your investment instruction as cancelled and will repay the Investment Amount less any costs incurred by the Administrator.

**5.11. Pay the Investment Amount**

The Administrator will only accept your Investment Amount prior to the end of an Offer Period and does not accept cash payments. You must pay the Investment Amount into the Nominee's bank account in South African Rand, by way of electronic transfer or bank deposit.

You must make sure that your Investment Amount is available in the Nominee's bank account by no later than 11:00 on the day the Offer Period in respect of a Product ends.

**5.12. Read statements and report errors**

The Administrator will send you periodic statements and you or your FSP may request a statement in writing, via telephone at any time. If you find any errors, you have 31 (thirty-one) calendar days to tell the Administrator. Therefore, please read all documents you receive in respect of the Policy promptly and carefully.

**5.13. Make a withdrawal or take a loan from the Policy**

Under the LTIA, only 1 (one) withdrawal (full or partial) and/or 1 (one) loan from this Policy is permitted during the 5 (five) year term of the Policy. You can request a withdrawal/loan by submitting a completed and signed withdrawal/loan form to the Administrator.

When you request a withdrawal/loan, the Insurer will request an withdrawal/loan from the Product Issuer and the Product Withdrawal/Loan Value will be realised. A withdrawal/loan charge may be levied against the Insurer and this charge will be deducted from the amount available. The Product Withdrawal/Loan Value may therefore be less than the Investment Amount paid by you into the Policy.

By law, the maximum amount that may be paid to you on withdrawal/loan is the Policy Surrender/Loan Value. Where the Product Withdrawal/Loan Value is less than the Policy Surrender/Loan Value, the Product Withdrawal/Loan Value will be paid to you. However, where the Product Withdrawal/Loan Value exceeds the Policy Surrender/Loan Value, only the Policy Surrender/Loan Value may be paid to you, and any amount realisable in excess of the Policy Surrender/Loan Value must stay invested until the Scheduled Maturity Date.

The amount due to you, after deducting fees and charges payable (if relevant), will be paid to you once all processing and regulatory requirements have been met.

**Please note:**

The Insurer may require you to withdraw in full from the Policy if the Product Withdrawal/Loan Value exceeds the Policy Surrender/Loan Value by not more than R 10 000, or such other amount prescribed by legislation.

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

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

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

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

**5.16. Beneficiary for ownership (Does not apply to a legal entity)**

If you are not the Life Assured, or if there is more than 1 (one) Life Assured, you may nominate a Beneficiary for ownership. This is only possible if the Investor is a natural person. This Beneficiary will become the owner of the Policy after your death if there is still a surviving Life Assured.

**5.17. Beneficiary for proceeds (Does not apply to a legal entity)**

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

If you die, and have not nominated a Beneficiary for ownership, and there are still other surviving Lives Assured under the Policy, the Policy will remain in force and will form part of your estate. Your duly appointed executor will have to decide how to deal with the Policy.

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

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

## **6 PROCESSING OF PERSONAL INFORMATION**

You acknowledge that Itransact requires your personal information, as defined in the Protection of Personal Information Act of 2013 ('POPIA'), and consent to Itransact processing such information to open and administer your Investment Account. In addition, you expressly consent that Itransact may verify and process your personal information (including your voice and or biometric data) for security purposes and so as to comply with its obligations in terms of legislation. Itransact may transmit your personal information to third-party service providers for the purposes of storing and maintaining that information. Where information is transmitted to offshore providers, Itransact has confirmed that sufficient legislation and agreements are in place to ensure the protection of that information. Where directed by your Financial Advisor, Itransact will transmit your information to third-party service providers appointed by your Financial Advisor. We will only use personal information about you, your beneficiaries and dependants in line with the Itransact Privacy Policy.

For information about your rights and obligations in relation to your personal information, please refer to the Privacy Policy on the Administrators website.

## **7. THE FSP'S ROLE AND RESPONSIBILITIES**

### **7.1. Maintain the relevant FAIS licence**

The FSP appointed by you must be licenced and authorised by the FSCA in terms of FAIS, to provide the advice and financial services in respect of the Policy in terms of their FAIS licence, read with the conditions or restrictions applicable to their FAIS licence. The FSP must maintain this licence on an ongoing basis and must immediately inform the Administrator should their licence be suspended or revoked for any reason.

### **7.2. Act in accordance with your mandate**

The FSP must act with honesty and integrity and in accordance with the mandate in terms of which you appointed the FSP in all its dealings on your behalf with the Insurer and the Administrator. The FSP must provide the Administrator with a copy of such mandate promptly on request, or together with the initial application form if the FSP has entered into a discretionary mandate with you.

### **7.2. Provide financial advice and information on the Policy and Product**

The FSP gives you advice on whether the Policy is suitable for your needs and meets your investment objectives. The FSP must understand and provide you with sufficient particulars relating to the Policy, the Product and any other related financial services and documents, for you to make an informed investment decision. The FSP must specifically, fully and adequately explain the information contained in the Product Brochure, and the fees and charges applicable under the Policy. The FSP must also explain the potential or actual consequences of replacing an existing financial product with the Policy, especially the costs involved.

### **7.3. Investor identification and screening**

The FSP must satisfy itself of the identity of the Investor and of the status of the Investor as a sanctioned or non-sanctioned person or entity in terms of anti-money laundering legislation and any United Nations sanctions lists before entering into a business relationship with the Investor, or before concluding any transaction with the Administrator or with the Insurer for and on behalf of the Investor. The FSP must explain the relevant FICA and other anti-money laundering requirements to the Investor and must also explain what the consequences will be if the Investor does not provide the Administrator and the Insurer with the required documents. Neither the Administrator nor the Insurer shall be liable or responsible for any damages or loss as a result of any delay in the processing of the application form as a result of non-compliance with the requirements in terms of FICA, POCA, the POCDATARA Act and the United Nation's sanctions lists.

### **7.4. Receive statements and correspondence**

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

## **8. THE INSURER'S RIGHTS AND RESPONSIBILITIES**

### **8.1. Provide Policy Benefits**

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

### **8.2. Deduct and pay tax**

As a general rule, the Insurer is subject to tax on income and capital gains that may accrue with respect to the aggregate income and/or gains forming part of a specific with product category. The Insurer will deduct a proportionate amount of tax from your Policy assets in order to settle its overall tax liability. Such amount shall be deducted from the Policy prior to providing Policy Benefits. The Policy Benefit may not be subject to income tax or capital gains tax in the investor's hands. All of the above is based on South African tax law currently in effect. However, you are strongly advised to obtain tax advice independently so that you are informed of the tax implications in your personal capacity of the Product being purchased or the transaction that you are entering into.



### 8.3. Suspend investment into the Product under the Policy

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

### 8.4. Change the terms of the Policy

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

### 8.5. Cancel the Policy

The Insurer may immediately cancel this Policy or place it on hold, refuse any transaction or instructions, or take any other action considered necessary in order to comply with the law and prevent or stop any undesirable or criminal activity.

## 9. THE ADMINISTRATOR'S RIGHTS AND RESPONSIBILITIES

### 9.1. Make the Policy available and deal with investors

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

### 9.2. Communicate with you

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

The Administrator will:

- a. Provide you and the FSP with this Policy document, the Policy summary and all information about the Investor Account.
- b. Advise you and/or the FSP that the application form and the relevant supporting documents have been received, and whether delivery or submission of any outstanding or additional documents under FICA is required.
- c. Provide you and the FSP with a minimum of 3 (three) months' notice of a variation in the fees and charges payable.
- d. Provide you and the FSP with reasonable notice about changes made to the Policy by the Insurer or in respect of the availability of the Product.
- e. Provide quarterly statements to you and the FSP.
- f. Provide statements to you or your FSP on request.

### 9.3. Process your instructions

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

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

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

## 9.4. Processing timelines

### 9.4.1. New Policy application

**Processed on the same or following business day, when the Administrator has received a fully and correctly completed, duly signed application form or additional investment application form (for a new policy by existing Investor) with all required FICA documentation; and your Investment Amount is reflected in the Nominee bank account before 11:00 on the relevant closing date of Offer Period.**

#### **Please note**

**Only electronic bank payment via the internet will be accepted and may take up to 2 (two) Business Days from the date of making the electronic bank payment to being received and/or recorded in the bank account of the Nominee.**

### 9.4.2. Withdrawal / Loan

**Processed on the same or following business day, when the Administrator has received a fully and correctly completed, duly signed withdrawal/ loan form before 11:00, in order to receive value for the price on such day. If the bank details provided on the withdrawal/ loan form differ from those recorded on the Investor's account, proof of bank details must be provided before the instruction will be executed by the Administrator on the market. Payment of the Policy Surrender/ loan Value into the Investor's bank account will be made 7 (seven) business days after processing the instruction.**



#### **9.4.3. Cessions**

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

#### **9.4.4. Pay Policy Benefits**

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

#### 9.5. Deduct and pay fees and charges

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

#### 9.6. Pay bank interest

Interest earned in the bank account of the Nominee in respect of the Investment Amount will accrue for your benefit only when all required completed and signed documents have actually been received by the Administrator prior to the stipulated cut-off date and time, and the investment instructions have been processed within the turnaround time as stipulated on the application form. The interest payable will be capitalised and added to your initial Investment Amount for investment in the relevant Product.

#### 9.7. Make payments

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

### **10. FEES AND CHARGES**

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

It is important to note that since all administration, transactional and advice fees are integrated into the structure of the Product, a 100% allocation of the Investment Amount received will be made into the relevant Product.

All fees and charges are subject to change, and the Administrator will give you and/or your FSP 3 (three) months' written notice of such change.

### **11. EXCLUSIONS, RISKS AND RESPONSIBILITY**

#### 11.1. Advice

The Administrator and Insurer do not give advice as to whether investment in the Policy or participation in a Product under the Policy is suitable for the Investor and can therefore not be held liable for any loss or damage which you may suffer, except as a result of the Administrator's own default or negligence.

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

#### 11.2. Market risk

The Product is exposed to market risk. The market price of shares and the levels and values of share indices will fluctuate according to market conditions, general sentiment and other factors. The price at which shares trade on the JSE Limited and the levels and values of shares indices and the income derived from shares (if applicable) and the value of investments linked to share indices may go up or down and the Investor has no guarantee of receiving the Investment Amount back, unless the Product under the Policy has a feature in terms whereof the Investment Amount is protected and if the Investor remains invested in the Product until the Scheduled Maturity Date without making a withdrawal/loan.

#### 11.3. Switching out of the Product

You cannot switch your investment from the Product underlying the Policy to another product offered by the Insurer. You may only make a withdrawal or take a loan from the Policy as explained in Section 5 above.

#### 11.4. Cooling-off period

A cooling-off period applies to the Policy. This means you have the right to cancel the Policy within 31 (thirty-one) calendar days from the date on which the Administrator confirms that your application has been accepted. You must submit your cancellation instruction to the Administrator in writing. No right to cancel applies if you received any Policy Benefits during the cooling-off period. The amount that becomes payable to you on cancellation is the value of your Investment Amount, less / plus any market or currency losses / gains.

### 11.5. Losses suffered during administration of the Policy

You are responsible for losses suffered as a result of delays in the processing or the rejection of your investment application for reasons beyond the Administrator's control. Included but not limited are;

- If your FSP does not have a FAIS licence or acts beyond the scope of their FAIS licence.
- If your FSP is not authorised to market the with Insurer's products.
- If you or your FSP on your behalf submits unauthorised instructions.
- If you or your FSP provides us with incorrect information.
- If a third party does anything illegal or invalid or does not do something they should have done.
- If you or your FSP fail to comply with FICA.
- If the Administrator cannot verify your bank account details.
- If there are any legal requirements, Product limits, timing standards, administrative practices and procedures that apply to the Policy and Product.
- If you are married in community of property, and fail to get to get your spouse's permission.
- If your FSP does not provide you with correspondence sent to them, or if any correspondence is lost in the mail.
- If a person acting for you acts beyond the scope of their authority.
- If there are changes in tax or other laws that affect the Policy and/or Product.
- If there is a failure or delay of any networks, electronic or mechanical devices, or any other form of communication used to process instructions.
- If your FSP is in possession of or using information that you deem confidential.
- Electronic transacting, whether via telephone, other electronic means.

### 11.6. Life cover and Policy loans

There is no life cover under this Policy from the Insurer. You are responsible for obtaining life cover under a separate policy should you require it, and may use the Policy as security for a loan from another person or institution.

Only one loan may be granted against the policy during the investment period. A loan against the policy will be restricted to the available liquidity in the underlying investment product and cannot exceed the restricted amount in term of the Insurance Act.

## 12 UNCLAIMED BENEFITS

If a Policy Benefit becomes an Unclaimed Benefit, the Administrator will take action to determine if the Investor/Beneficiary is alive/operational and aware of the Policy Benefit payable under this Policy. Specifically, in the 3 (three) year period after the Unclaimed Benefit arises, the Administrator may:

attempt to contact the Investor/Beneficiary telephonically and electronically to advise them of the Unclaimed Benefit; or  
determine the last known contact information of the Investor/Beneficiary by comparing internal and external databases, including the use of internet search engines and/or social media; or  
appoint an external tracing company to locate the Investor/Beneficiary.

Before the end of the 3 (three) year period referred to above, the Administrator will confirm the Unclaimed Benefit and transfer the amount of the Unclaimed Benefit to an account in the name of the Insurer, and the Insurer will accept liability for the Unclaimed Benefit.

## 12 IMPORTANT DISCLOSURES

### DISCLOSURE IN TERMS OF THE FINANCIAL ADVISORY AND INTERMEDIARIES SERVICES ACT 37 OF 2002

#### ADMINISTRATOR INFORMATION

Registered Name	Automated Outsourcing Services (Pty) Ltd
Branded As	Itransact
Registration Number	1997/013802/07
FSP License Number	650
Compliance Officer	Lee-Anne Torres
Compliance Telephone	011 5616600
Compliance Email	ltorres@aospartner.com
Key Individuals	Mark Baisley, Mark Gill
Professional Indemnity and Fidelity Cover	Old Mutual Insurance

#### THIRD PARTY CELL CAPTIVE DISCLOSURE

The Insurer and Automated Outsourcing Services (Pty) Ltd have concluded a shareholder and subscription agreement that entitles Automated Outsourcing Services (Pty) Ltd to place insurance business with the Insurer. The shareholder and subscription agreement entitles Automated Outsourcing Services (Pty) Ltd to share in the profits and losses generated by the insurance business. The Insurer may distribute dividends, at the sole discretion of the Insurer's Board of Directors, to Automated Outsourcing Services (Pty) Ltd during the existence of the Policy.

#### PRODUCTS APPROVED

##### Category I (Intermediary Services)

Long-term Insurance Category C; Retail Pension Benefits; Securities and Instruments; Shares; Money Market Instruments; Debentures and Securitised debt; Structured Products; Participatory interest in a hedge fund; Bonds; Derivative Instruments; Participatory interests in a Collective Investment Schemes; Long-term Deposits; Short Term Deposits.

##### Category III (Administrative FSP)

Long-term Insurance Category C; Retail Pension Benefits; Securities and Instruments; Shares; Money Market Instruments; Debentures and Securitised debt; Structured Products; Participatory interest in a hedge fund; Bonds; Derivative Instruments; Participatory interests in a Collective Investment Schemes; Long-term Deposits; Short Term Deposits.

#### CONFLICT OF INTEREST MANAGEMENT POLICY

A Conflict of Interest Management Policy has also been adopted. If you have any queries in this regard, please do not hesitate to contact the Administrator at [info@itransact.co.za](mailto:info@itransact.co.za). If we fail to resolve your complaint satisfactorily within a six-week period, you may submit your complaint to the various Ombudsman's.

#### COMPLAINTS RESOLUTION POLICY

The Administrator is committed to comply with FAIS since the purpose of this act is to protect the Investor. A complaints resolution system is in place, details of which you may obtain from the legal section on [www.itransact.co.za](http://www.itransact.co.za) or by contacting the administrator.

#### You may submit complaints directly to the Administrator

Email: [complaints@itransact.co.za](mailto:complaints@itransact.co.za)  
Telephone: 0861 468 383

#### Particulars of the Long Term Ombudsman (For matters relating to the Insurer)

Postal Address: Private Bag X45, Claremont, Cape Town, 7700  
Telephone: 021 657 5000 / 0860 103 236  
Fax Number: 021 674 0951  
Email Address: [info@ombud.co.za](mailto:info@ombud.co.za)

#### Particulars of FAIS Ombudsman (For matters relating to the Administrator, Products or Advice)

Postal Address: PO Box 74571, Lynnwood Ridge, 0040  
Telephone: 012 470 9080  
Fax Number: 012 762 5000  
Email Address: [info@faisombud.co.za](mailto:info@faisombud.co.za)

## INSURER DETAILS

### General Details

Registered Name:	Guardrisk Life Limited
Registration Number:	1999/013922/06
FAIS Registration (FSP No):	FSP 76
Physical Address:	The Marc, Tower 2, 129 Rivonia Road, Sandton, 2196
Postal Address:	PO Box 786015, Sandton, 2146
Telephone:	+27-11-669-1000
Email:	info@guardrisk.co.za
Website:	www.guardrisk.co.za

In terms of the FSP license, Guardrisk Life Limited is a licensed life insurer in terms of the Insurance Act and an authorised FSP to give advice and render financial services for products under:

### PRODUCTS APPROVED

Long-term Insurance: Category A

Long-term Insurance: Category B1

Long-term Insurance: Category B1-A

Long-term Insurance: Category B2

Long-term Insurance: Category B2-A

Long-term Insurance: Category C

Professional Indemnity and/or Fidelity Cover. Guardrisk Life Limited has a Professional Indemnity Cover and a Fidelity Guarantee Cover in place.

### COMPLIANCE DETAILS

Email: [compliance@guardrisk.co.za](mailto:compliance@guardrisk.co.za)

### COMPLAINTS DETAILS

Telephone: 0860 333 361

Email: [complaints@guardrisk.co.za](mailto:complaints@guardrisk.co.za)

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

Conflict of Interest: Guardrisk Life Limited has a conflict of interest management policy in place and is available to clients on the website.

## PROCESSING OF PERSONAL INFORMATION

Your privacy is of utmost importance to Us. We will take the necessary measures to ensure that any and all information, including Personal Information (as defined in the Protection of Personal Information Act 4 of 2013) provided by You or which is collected from You is processed in accordance with the provisions of the Protection of Personal Information Act 4 of 2013 and further, is stored in a safe and secure manner. You hereby agree to give honest, accurate and up-to-date Personal Information and to maintain and update such information when necessary. You accept that Your Personal Information collected by Us may be used for the following reasons;

- to establish and verify Your identity in terms of the Applicable Laws;
- to enable Us to fulfil Our obligations in terms of this Policy;
- to enable Us to take the necessary measures to prevent any suspicious or fraudulent activity in terms of the Applicable Laws; and
- reporting to the relevant Regulatory Authority/Body, in terms of the Applicable Laws.
- We may share Your information for further processing, with the following third parties, which third parties have an obligation to keep Your Personal Information secure and confidential;
- Payment processing service providers, merchants, banks and other persons that assist with the processing of Your payment instructions;
- Law enforcement and fraud prevention agencies and other persons tasked with the prevention and prosecution of crime;
- Regulatory authorities, industry ombudsmen, governmental departments, local and international tax authorities, and other persons that We, in accordance with the Applicable Laws, are required to share Your Personal Information with;
- Credit Bureaus;
- Our service providers, agents and sub-contractors that We have contracted with, to offer and provide products and services to any Policyholder in respect of this Policy; and
- Persons to whom We cede Our rights or delegate Our authority to, in terms of this Policy.

You acknowledge that any Personal Information supplied to Us in terms of this Policy is provided according to the Applicable Laws. Unless consented to by Yourself, We will not sell, exchange, transfer, rent or otherwise make available Your Personal Information (such as Your name, address, email address, telephone or fax number) to any other parties and You indemnify Us from any claims resulting from disclosures made with Your consent. You understand that if We have utilised Your Personal Information contrary to the Applicable Laws, You have the right to lodge a complaint with Guardrisk.

## **OTHER MATTERS OF IMPORTANCE**

You will be informed of any material changes to the information about the Intermediary, Insurer and or Underwriting Manager provided above. If We fail to resolve Your complaint satisfactorily, You may submit Your complaint to the **Ombudsman of Long-Term Insurance**.

If the Insurer wishes to cancel Your policy, the Insurer will give you **31 (thirty-one) calendar days** written notice, to Your last known address. You will always be entitled to a copy of Your policy at no extra charge.

### **Warning**

Do not sign any blank or partially completed application form.

Complete all forms in ink.

Keep notes of what is said to You and all documents handed to You.

Where applicable, call recordings will be made available to You within 7(seven) days of request.

Don't be pressurised to buy the product.

Failure to provide correct or full relevant information may influence an Insurer on any claims arising from Your Policy.

### **Waiver of Rights**

No insurer and/or intermediary may request or induce in any manner a client to waive any right or benefit conferred on the client by/or in terms of any provisions of the said Code, or recognise, accept or act on any such waiver by a client. Any such waiver is null and void.

### **Financial Sector Conduct Authority**

Postal Address:	PO Box 35655 Menlo Park 0102
Telephone:	+27 12 428 800
Contact Centre:	+0800 20 37 22

### **Particulars of the Information Regulator**

(For Personal Information breaches)

Postal Address:	PO Box 31533, Braamfontein, Johannesburg, 2017
Telephone:	+27-010-023-5200
Email:	POPIAComplaints@inforegulator.org.za

## **13. ADMINISTRATOR CONTACT DETAILS**

### **Financial Advisor Support Centre**

Telephone 086 143 2383 | Email [info@itransact.co.za](mailto:info@itransact.co.za)

### **Investor Support Centre**

Telephone 086 146 8383 | Email [investor@itransact.co.za](mailto:investor@itransact.co.za)