

# TERMS AND CONDITIONS

## LIVING ANNUITY



## INTRODUCTION

This document sets out the living annuity policy (“annuity policy”) terms and conditions which govern the insurance policy between the policyholder (“you, your”) and the underwriting insurer, Liberty Group Limited (“Liberty, we, our, us”), a registered Long-Term Insurer and an Authorised Financial Services Provider.

The application submitted by your financial adviser via the secure website, the policy investment proposal document (including the minimum disclosure documents relating to the underlying portfolios), the policy terms and conditions document and the transaction confirmation document collectively constitutes the entire policy between Liberty and the policyholder. Your policy number is your account number.

Liberty is the owner of all rights relating to the underlying assets of this annuity policy.

## PRODUCT DESCRIPTION

The living annuity is a compulsory annuity policy, which is underwritten by Liberty and purchased in the name of the policyholder.

The annuity policy provides you with a regular income in retirement. You have the flexibility to choose how much annuity income you want to receive in line with the legislated drawdown limits allowed at the time.

You may choose to invest in a selection of investment portfolios that are made available for your annuity policy.

## HOW DOES THE PRODUCT WORK?

You may invest any money which you have saved for your retirement via an approved retirement fund, subject to the rules of that fund and any applicable legislation. Retirement funds include:

- pension and provident funds;
- retirement annuity funds; and
- pension preservation and provident preservation funds.

You will not be permitted to contribute other monies which you have saved outside of these retirement fund structures into this annuity policy, as stated by legislation.

There is no minimum investment amount.

It is compulsory to take an annuity income from your annuity policy.

You can select draw-down rates from 2.5% up to 17.5% of the investment value (net of costs) of your annuity policy per year, as stated by legislation. This can be specified as a rand amount or as a percentage and can be paid on a monthly, quarterly, bi-annual or annual basis. The current legislated draw-down rates may be adjusted in the future.

You are only allowed to change your annuity income once a year, on the anniversary date. You will receive a notification before each anniversary date; reminding you to inform us what income you wish to receive during the upcoming year.

If we are not informed of any changes by you before our cut-off date, we will continue to pay you the annuity income that you previously selected, which was received during the previous year. If the rand amount you specify is not within the draw-down limits based on the policy value at the anniversary date, we will automatically adjust your income to within the limits.

We are not able to process annuity income changes which are communicated to us after the cut-off date.

Due to the nature of this product there is no cooling-off period that applies to this annuity policy. You will not be permitted to cancel this annuity policy. You will however be entitled to transfer this annuity policy to another service provider.

## PAYMENT OF REGULAR ANNUITY INCOME TO YOU

You will receive an annuity income in a rand amount and at the frequency you have selected from us, and in line with the prescribed legislation. No deferred payments will be permitted.

## CONTRIBUTING TOWARDS THE ANNUITY POLICY

You can invest a lump sum amount as a contribution into this annuity policy from monies saved in your approved retirement funds.

You are allowed to invest additional retirement savings monies from approved retirement funds, which qualify based on legislation, into your annuity policy. This will not affect the anniversary date of your annuity policy.

We will adjust your annuity income level at the time of investing the additional retirement savings monies. You will not need to wait until your next anniversary date for an adjustment.

## ACCOUNT

We will open an account for this annuity policy for administrative purposes.

We will purchase units for each investment portfolio under this annuity policy using the monies transferred from your retirement fund into the annuity policy. The investment value at any time is equal to the number of units held in the account for each investment portfolio multiplied by the market related sell price of those units.

We calculate the number of units added to the account of each portfolio by dividing the rand amount by the appropriate investment portfolio unit price.

Any applicable ongoing platform fees, authorised advice, and intermediary fees are deducted from the cash component within the account. If the cash is not sufficient to cater for fees or if the cash falls below a defined threshold percentage, units will be deducted from the account at their market-related sell price on a weekly basis in order to fund the payment of the platform fees, authorised advice and intermediary fees.

The payment of any lump sum commutations that may be permitted by legislation will be facilitated via a deduction of units from the account at their market-related selling price.

When any income distribution is received, you may elect for the income distribution to be:

- reinvested into your policy account by acquiring units of the investment portfolio that created the distribution (this is the default option);
- reinvested into your policy account but into another investment portfolio by acquiring units within the policy account; or
- paid into cash held within the policy account.

## YOUR OBLIGATION TO MONITOR COVER

The level of annuity income you select is not guaranteed to meet all your financial needs for the rest of your life. The level of annuity income you select may be too high and may not be sustainable if:

- you live longer than expected with the result that the capital is significantly depleted before your death;
- you select an annuity income which exceeds the growth in your account; or
- the return on the capital is lower than that required to provide a sustainable income for life.

It is your responsibility (in consultation with your financial adviser) to ensure that the annuity income that you select is at a level that would be sustainable for the rest of your life and to understand the risks in your annuity policy.

It is important for you to review your level of annuity income with your financial adviser on an annual basis to ensure that your level of annuity income remains sustainable for your future financial needs.

## INVESTMENT PORTFOLIOS

Subject to our practice at the time, you can choose to invest in one or more investment portfolios. Details regarding the investment portfolios are contained in your investment proposal and can be accessed via the minimum disclosure documents found in your investment proposal. Certain constraints may however affect our ability to invest money into a specific investment portfolio. These are factors such as market availability, legislative issues or changes in business practice.

Should any of these constraints apply to an investment portfolio selected, we will notify you in writing and you will, at that time, have to select an alternative investment portfolio. If an alternative investment portfolio is not selected or no response is received from you, we will invest the investment value of the affected investment portfolio, and/or any future additional contributions to that investment portfolio, into an investment portfolio similar to the one you are currently invested in and which is available at the time or if no such investment portfolio is available, into the STANLIB Money Market Portfolio.

It is important for you to review your choice of investment portfolios with your financial adviser on an annual basis to ensure your selection will continue to meet your future needs.

It is important to note that investments held in your annuity policy are made up of various types of assets classes such as equities, bonds, property or cash. These underlying assets have different levels of risks and returns associated with them. You and your financial adviser are therefore reminded to carefully consider the overall composition of your annuity policy in terms of the exposure to these various asset classes. Too high a proportion of risky assets means there is a greater risk of losing capital while too low a proportion of risky assets means there is a risk that the investment returns may be too low to sustain your income.

Although there are no specific limits prescribed for living annuity investments, there are for preretirement investments done through any approved retirement fund. In order to protect a member's retirement savings, the Pension Funds Act regulates the maximum limits to the different asset classes that a retirement fund may expose itself to. These limits are there to give guidance to what may be considered prudent investment limitations. As a way to provide similar guidance to those with living annuities, it may therefore be useful to refer to these guidelines to assess the overall asset composition of your living annuity. However, this should never be seen as a substitute for obtaining professional advice and does not take your specific personal circumstances into account. After retirement, when you are normally dependent on receiving a regular and stable income, a more conservative approach to asset selection may be desirable.

Broadly speaking the maximum exposure that retirement funds may have to the various asset classes are as follows. The following may be used as a broad guide to assess the overall asset composition of your annuity policy. These limits are there to give guidance as to what may be considered prudent investment limitations.

- 75% to equity investments
- 50% to non-government debt instruments
- 45% exposure to offshore assets
- 25% to property investments

Should your asset composition on your living annuity exceed these limits, you are encouraged to review your living annuity investment strategy, as your capital within your living annuity may be exposed to undue risk.

Any changes you wish to make to your investment portfolio selection must be sent through to us by your financial adviser.

## RISKS ASSOCIATED WITH YOUR ANNUITY POLICY

We do not guarantee the value of the investment or performance of the investment portfolios in your annuity policy. The market value of your investment may fluctuate and go down as well as up, and past performance is not necessarily a guide to future performance. You bear the risks associated with your investment in the annuity policy which may result in the fluctuation of the market value of your investment in the annuity policy.

The investment portfolios which you select may expose you to risks such as political, currency, regulatory, settlement, market, taxation, or contribution risk. It is your responsibility, in conjunction with your financial adviser, to understand the risks inherent in your annuity policy.

## SWITCHING BETWEEN PORTFOLIOS

Switches between investment portfolios will be allowed, subject to the business practice applicable at the time. There will be no switching charge for any switches effected between investment portfolios.

Please refer to the platform terms and conditions for the instruction processing timelines related to the operation of your account, including switching between investment portfolios. This document can be found on our secure website, [here](#). You will have to read, understand and accept the platform terms and conditions related to the administration of your account in order to invest in the annuity policy.

## TRANSFERS, WITHDRAWALS AND OTHER RESTRICTIONS

You may transfer your existing living annuity from another service provider to this annuity policy, or vice versa, provided it is permitted by legislation and the respective service providers. No initial advice fees can be charged on the transfer from another living annuity.

You may transfer your living annuity policy that you have with us to another living annuity or compulsory life annuity. It is important that you understand the actual and possible implications and any applicable costs before you do this. Before you initiate the transfer, please check that the insurer to whom you want to transfer to can accept your annuity policy.

You may not withdraw from your Living Annuity policy unless the value of the policy is below the legislated minimum (currently R125 000), in which case a full lump sum withdrawal (also known as a commutation) may be requested. Withdrawals will be subject to income tax in the living annuitant's hands in accordance with the retirement fund lump sum tax tables.

Note: With effect from 1 March 2021, SARS applies the R125,000 commutation limit on an aggregated basis across all living annuities held by an annuitant with the same insurer i.e. Liberty Group Limited (including Liberty Corporate, STANLIB and INN8). SARS now tracks the living annuity commutations held by an annuitant with the same insurer and applies the commutation threshold on an aggregated basis. This means, SARS may allow the first commutation of a living annuity if it falls below R125,000, but successive commutations from the same insurer may be rejected if the cumulative value of the commutations exceed R125,000.

It is important to understand the implications of withdrawing from your retirement savings. We recommend that you discuss any changes to your annuity policy with your financial adviser before making the change.

You are not permitted to transfer your ownership in this annuity policy to another party.

You are not allowed to cede your annuity policy, or your rights associated with the annuity policy to a third party.

If you are considering converting your annuity policy to a life annuity, please take into account that this is a once-off option; you may not reverse this decision and convert back to a living annuity policy again at a later stage.

# TAX

## TAX APPLICABLE ON THE ASSETS IN YOUR ACCOUNT

The income distributions and other returns on the assets held in your account in your annuity policy are exempt from income tax, capital gains tax, dividends withholding tax, and withholding tax on interest.

## TAX APPLICABLE ON YOUR ANNUITY POLICY

Your annuity policy is subject to income tax in your hands. As your annuity income comprises 'remuneration' we will deduct employees' tax from your annuity income before it is paid out to you and pay it to the South African Revenue Service ('SARS') in accordance with current income tax legislation. We will use the income tax rates and rebates applicable to individuals when we work out how much employees' tax you owe. We will also aggregate all of your annuities at Liberty and STANLIB when determining how much employees' tax you owe. If you have received a tax directive from SARS which specifies a tax rate, we will apply the specific tax rate to your annuity income. You will need to renew this tax directive with SARS each tax year and provide it to us by the cut-off date we communicate to financial advisers annually.

If SARS has determined that you have other sources of income and that the PAYE we deduct may not be sufficient to cover your tax liability for the year, SARS may direct us to deduct PAYE at a fixed rate of tax. We will be obliged to deduct PAYE at that fixed rate unless you request to opt out and continue to be taxed according to the normal tax tables, or you request to pay tax at a higher rate than the rate provided by SARS.

If you withdraw from your annuity policy, we will pay you a taxable cash lump sum. We will apply for a tax directive on your behalf from SARS when you withdraw. SARS will inform us if employees' tax is due, and we will deduct employees' tax from your taxable cash lump sum before we pay it over to you. You will be provided with an income tax certificate to reflect any employees' tax paid to SARS on your behalf.

We will send you a tax certificate which reflects the employees' tax we have deducted and paid on your behalf to SARS. The tax certificate will also be made available to you on our secure website. The tax certificate is proof of the annuity income you have earned or withdrawal you have taken, and the employees' tax withheld on your behalf, if any. On assessment, the employees' tax withheld will be taken into account in the determination of your total income tax liability for the year.

From time to time SARS may appoint us as an agent to deduct tax or administrative penalties owed by you from your annuity income or from the withdrawal through an agent appointment such as an IT88. We will let you know as soon as we receive such instruction.

By law, we are required to pay this amount to SARS and may not reverse the agent appointment. If you feel SARS is requesting this tax in error, you may dispute the issue with SARS directly.

## FEES AND CHARGES

Below is a summary of all the fees and charges that will be deducted in respect of this annuity policy, where applicable.

The actual fees and charges associated with this annuity policy are set out in your investment proposal (original quotation) associated with the application submitted by your financial adviser.

The effective annual cost (EAC) will be calculated and disclosed to you in your investment proposal.

We may also need to change certain fees and charges from time to time, should it be required, taking into account administration, market-related costs and other costs in relation to this annuity policy.

Where the level of any fees or charges change, we will notify you in writing, with a minimum of three (3) months' notice prior to any such change taking place.

FEE	WHEN AND WHY IT'S DEDUCTED	HOW IT'S CALCULATED
<i>Annual administration fee</i>	<p>The fee associated with the administration of your account.</p> <p>Fees are accrued daily and deducted on a monthly basis.</p>	<p>A sliding scale fee structure will be applied using the combined value of all of your accounts with INN8 as follows:</p> <p>0.552% for balances below R2 000 000;</p> <p>0.23% for amounts between R2 000 000 and R4 000 000; and</p> <p>0.115% for amounts above R4 000 000.</p> <p>A minimum monthly fee of R276 per policyholder will apply.</p> <p>Fees are inclusive of VAT where applicable.</p>
<i>Initial advice fee on lump-sum investment</i>	<p>Fee for advice agreed between you and your adviser.</p> <p>Initial fees are deducted before your funds are invested.</p> <p>Initial fees are paid on a weekly basis depending on when the application has been submitted.</p>	<p>As agreed between you and your adviser.</p> <p>We have capped the maximum initial advice fee at 1.72%.</p> <p>All fees are inclusive of VAT where applicable.</p>
<i>Ongoing advice fee</i>	<p>Fee for advice agreed between you and your adviser.</p> <p>Ongoing fees are accrued daily, deducted on a monthly basis.</p>	<p>As agreed between you and your adviser.</p> <p>We have capped the maximum ongoing advice fee at 1.15%.</p> <p>All fees are inclusive of VAT where applicable.</p>
<i>Ad hoc advice fee</i>	<p>Fee for advice provided to the policyholder over and above those associated with initial advice fee and ongoing advice fee.</p>	<p>Ad hoc advice fees may only be made as a rand amount.</p> <p>We have capped the maximum annual ad hoc advice fee at 1.15%.</p> <p>All fees are inclusive of VAT where applicable.</p>

FEE	WHEN AND WHY IT'S DEDUCTED	HOW IT'S CALCULATED
<i>Non-advised service fee</i>	<p>An additional service fee deducted from the policy applicable only to policyholders who choose to terminate their relationship with their adviser and not appoint a new adviser within three months.</p> <p>This fee is accrued daily and deducted monthly.</p>	<p>A flat monthly fee of R171.35 will apply should you choose not to appoint a financial adviser.</p> <p>All fees are inclusive of VAT where applicable.</p>

## ADJUSTMENT OF BENEFITS

We reserve the right to appropriately adjust the annuity benefits payable and fees and charges levied under this annuity policy if:

- any legislation is introduced or changed that affects us and/or this annuity policy; or
- if the legal interpretation of any legislation has changed which affects us and/or this annuity policy.

You or your beneficiaries (where applicable) will be notified in writing with a minimum of three (3) months' notice prior to these changes taking place.

Further, we reserve the right to delay the processing of transactions relating to any transfers, withdrawals as permitted by legislation or payments in terms of this annuity policy other than the payment of annuity income benefits, if:

- normal execution of transactions in the underlying assets ceases, is suspended, delayed or impeded in some manner; or
- it is determined that it is subject to such liquidity constraints on the underlying assets (either as a result of prevailing market conditions or as a result of circumstances applicable specifically to us) as would render the transactions or the payment of the benefits associated with the underlying assets unduly punitive or uneconomic for you, your dependants or beneficiaries (as applicable) or for us.

We will ensure that you or your beneficiaries (where applicable) are notified of any such delay in the transactions. Any transactions will be implemented at the applicable sell unit price of the relevant portfolio at the actual process date.

We reserve the right to convert this annuity policy to another compulsory annuity product, if we consider it necessary to comply with legislative, regulatory or other requirements. These would include any requirements imposed by the tax authorities, in order to protect the living annuity policy's tax status and to enable the annuity policy to provide an income for life.



## NOMINATION OF BENEFICIARIES

You may nominate beneficiaries to receive any monies left in your annuity policy when you pass away. If you do so, the proceeds will fall outside your estate. Please note that the non-deductible contributions from your approved retirement fund may form part of your estate.

You may update your nomination at any time. It is important to keep your beneficiary nomination up to date, as proceeds will be paid to the last beneficiaries on record prior to your death.

You may elect to pay the proceeds to your estate. If you do not submit a beneficiary nomination, the proceeds will accrue to your estate by default. The executor of your estate will decide how the proceeds are distributed, according to your last will and testament.

## ON DEATH

If you pass away, the monies in your annuity policy will not form part of your estate if you have nominated beneficiaries, and therefore will not be subject to estate duty or executor fees. We will pay any value left in your annuity policy to the nominated beneficiaries as specified on the policy. If one of the beneficiaries you have nominated passes away before your passing, the nomination is effectively cancelled and the benefit will be paid into your estate.

Please remember to update your beneficiary nominations during your lifetime. If we don't have any beneficiaries on record for your annuity policy, any value in the annuity policy will be paid to your estate.

We will pay out the market-related investment value of your annuity policy valued at the market-related sell price of all underlying investments in your annuity policy net of all fees, charges and applicable tax. The value is calculated on the day which Liberty processes the beneficiary's claim instruction. Prior to processing the instruction, we will move the money into a STANLIB Money Market Portfolio and apply for a tax directive in the name of the deceased.

Each nominated beneficiary can choose to do the following with the money they receive:

- purchase a living annuity from Liberty or another service provider of their choice. The living annuity income will be subject to employee's tax in the beneficiary's hands;
- take a legislative withdrawal in the form of a taxable cash lump sum. The taxable cash lump sum will be taxed in the deceased's (your) hands in accordance with the retirement funds tax table for lump sums and a tax directive would need to be obtained. Take note that regulation requires that this process take place within six months of your death;  
or
- a combination of the above.

If there are no nominated beneficiaries on the annuity policy the taxable cash lump sum amount will be paid out to the executor for distribution to heirs of the estate.

## PROCEDURE FOR CLAIMING BENEFITS ON THE ANNUITY POLICY

In order to claim benefits under this annuity policy, the claim requirements must be submitted to us in accordance with the business practices applicable at that time. Until all these requirements have been received, the annuity policy will remain in force in accordance with its terms and conditions.

We will only pay the benefits if we are satisfied that a valid claim has been submitted and the person claiming the benefits is in fact entitled to receive such benefits.

You can notify us of a claim by calling: 0860 00 INN8 (4668) or emailing [service@INN8.co.za](mailto:service@INN8.co.za).

## COURT ORDERS

If you get divorced, the court may make an order against your annuity income you receive in your bank account and not in respect of the capital amount of your annuity policy.

The court may order us to pay a portion of your annuity income in respect of maintenance. This payment will be taxed in your name.

## CIRCUMSTANCES BEYOND OUR CONTROL

Should we be prevented from carrying out any of our obligations in terms of this annuity policy because of circumstances beyond our control (“Force Majeure”), we will notify you of the circumstances and nature of the Force Majeure as well as the estimated duration and extent to which our performance is made impossible.

Under such circumstances, our obligations under the annuity policy will be suspended until the circumstances causing the Force Majeure ends and we will not be liable to you for any damages whatsoever caused to you due to our inability to perform our obligations in terms of this annuity policy.

Force Majeure includes acts of God, acts of the State or Government, total national electricity failure, exceptionally adverse natural disasters, weather conditions, 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 us.

## CONFLICT OF INTEREST

We will, wherever possible, avoid situations which result in a conflict of interest. If a conflict of interest arises, we will advise you of the conflict in writing at the earliest reasonable opportunity and will mitigate the conflict in accordance with our conflict of interest management policy. A copy of this policy is available [here](#).

## KEEPING YOU INFORMED

We understand the importance of being kept informed about your annuity policy. We will send you a notification every quarter that a detailed statement is available for you and can be accessed via your secure online account. If you would like to view investment portfolio details and asset composition information at any other time, please visit our secure website [here](#). The information is password-protected and only you, or your authorised adviser, can view your investment details.

We will send you notifications of instructions received and executed via a secure link sent to your email on our records.

## AMENDMENTS TO THE ANNUITY POLICY TERMS AND CONDITIONS

We reserve the right to amend the terms and conditions of this annuity policy from time to time. You or your beneficiaries (as applicable) will be notified in writing with a minimum of three (3) months' notice prior to any such change taking place.

Should there be any discrepancies between this annuity policy terms and conditions and any other document that contains policy terms and conditions, this annuity policy terms and conditions will prevail.

## UNDERTAKINGS

Confirmation that all information is correct

- You guarantee that all information given to us at any time is complete and true
- Where you provide us with Personal Information of a third party for example a beneficiary nomination, you guarantee that such third party has given you consent to provide us with their Personal Information
- Where any material information, including your Personal Information, is not fully disclosed or is found to be untrue, we may decide to cancel the annuity policy and/or not to pay any claims or benefits
- Material information is information that affects our decision to provide benefits

Consent to disclosure of information

- Liberty is required by legislation to process some of the policyholder's information (including personal information). We need to collect and process some of your personal information in terms of various laws to provide products or services to you. As this information forms the basis of our assessment and terms we offer you, it must be correct, complete and up to date. If any information you give us is wrong, incomplete or outdated, we may cancel your policy or decline a future claim. We will comply with all relevant regulations in dealing with your information and keep it secure and confidential at all times.
- The policyholder authorises Liberty, its representatives and contracted third-party (including non-South African third party service providers) service providers as well as any applicable reinsurer, to process and further process the policyholder's Personal Information:
  - Liberty may collect any personal, medical, financial and other information about the policyholder directly from all available internal and external sources to meet its regulatory obligations, for security purposes, administrative purposes, fraud detection, servicing and internal processing purposes;
  - For external sources, you agree that this authorisation is considered a legally binding personal instruction to the parties concerned to provide any relevant information requested directly to Liberty.

- Liberty may be required to collect Personal Information from the policyholder or other sources in order to service the Investment, assess risks, provide terms, consider claims for benefits and conduct research.
- This Personal Information may also be used for any other product proposal.
- Liberty may conduct any necessary medical and blood testing or examination, if relevant to the Investment.
- Where the policyholder's Personal Information (e.g. contact details) that Liberty has on record is incorrect, Liberty will take reasonable steps (including obtaining such information from third party sources) to obtain the correct details. Where your Personal Information has changed, we request that you update us.
- To further process information through the Financial Services Exchange (Pty) Ltd, trading as Astute, and through such registers and databases maintained by or on behalf of the Association for Savings and Investment South Africa, as well as other insurers in order to save costs and combat fraud.

#### How Liberty can share your data externally with third parties

- We engage third party service providers to provide managed services to us. When we do this, they have to agree to our privacy principles, associated policies and practices should they need access to any personal information to carry out the services provided.
- We will not disclose your personal information to external organisations that are not our service providers, unless you gave us your consent, or unless we may do so by law, or if it is necessary for the conclusion or performance of our agreement with you.
- We may compile, use and share any information that does not relate to any specific individual. In other words, your information will be de-identified for such purposes.
- Liberty owns and retains all rights to non-personal statistical information collected and compiled by Liberty.
- Liberty may disclose such statistical information provided that any statistics shall not contain any personal information of the policyholder.
- Liberty may share with any credit bureau or credit providers industry association information relating to your creditworthiness or any consumer credit information including but not limited to credit history, financial history, and judgement or default history in accordance with the requirements of the National Credit Act.
- If we are involved in a proposed or actual merger, acquisition or any form of sale of some or all its assets, we may use and disclose your personal information to third parties in connection with the evaluation of the transaction. The surviving company, or the acquiring company in the case of a sale of assets, would have access to your personal information which would continue to be subject to these terms and conditions.

#### When we may reveal personal information without consent

- We will only reveal personal information to third parties without your permission, if:
  - We must do so by law or in terms of a court order;
  - It is in the public interest; and
  - We need to do so to protect your and our rights.
- We do not sell your identifiable data to data brokers (companies that collect personal information about consumers from a variety of public and non-public sources and resell the information to other companies), marketing, advertising networks, or analytics firms.
- Liberty undertakes to:

- Only process Personal Information as permitted by law.
- Keep the policyholder's Personal Information confidential, secure and only for as long as required or prescribed.
- Provide you with access to, update or rectify any of your information.
- Notify you if any of your information has been compromised.
- Please note:
  - This authorisation and undertaking extends beyond the policyholder's death.
  - It applies only for the purposes above and therefore may partially limit the policyholder's right to privacy.
  - The policyholder is entitled at any time to request access to, update or rectify their Personal Information that Liberty processes.
  - If the policyholder provided Liberty with an e-mail address, Liberty will correspond with the policyholder via e-mail.
  - Should you believe that we have utilised your personal information contrary to applicable law, you will first resolve any concerns with us. If you are not satisfied with such process, you have the right to lodge a complaint with the Information Regulator. The policyholder has an obligation to monitor, review and update this investment periodically (where permitted in terms of legislation and this Investment) to ensure that it continues to meet the policyholder's needs.

Definitions as referred to in the Protection of Personal Information Act

- **'Personal Information'** includes but is not limited to information relating to: race, gender, marital status, nationality, age, physical or mental health, disability, language, education, identity number, telephone number, email, postal or street address, biometric information and financial, criminal or employment history and as more specifically defined in the above Act; and
- **'Process'** means any operation or activity, whether automated or not, concerning personal information, including: collection, receipt, recording, organisation, collation, storage, updating or modification, retrieval, alteration, consultation, use, dissemination by means of transmission, distribution or making available in any other form, merging, linking, as well as blocking, degradation, erasure or destruction of information.
- **'Processing'** will have a similar meaning.

## QUESTIONS AND COMPLAINTS

The policyholder can contact the following people or regulatory bodies should there be any questions or complaints.

For any questions about this policy please contact the appointed financial adviser.

Our **operating hours** are **Monday to Friday, 08:00-17:00**.

Suspicious account activity and possible fraud please **phone 0800 037 283**.

Servicing queries please **email [service@INN8.co.za](mailto:service@INN8.co.za)** or **phone 0860 00 INN8 [4668]**.

Onboarding queries please **email [hello@INN8.co.za](mailto:hello@INN8.co.za)**.

Compliments or complaints please **email [feedback@INN8.co.za](mailto:feedback@INN8.co.za)**.

The policyholder can contact the following people or regulatory bodies should there be any questions or complaints.

<p><b>INN8:</b></p> <p>17 Melrose Boulevard Melrose Arch Johannesburg 2196</p> <p>Tel: 0860 00 INN8 (4668) Email: <a href="mailto:service@INN8.co.za">service@INN8.co.za</a> Website: <a href="http://www.INN8.co.za">www.INN8.co.za</a></p>	<p><b>Group Compliance:</b></p> <p>Liberty Centre 1 Ameshoff Street Braamfontein Johannesburg 2001</p> <p>Tel: 011 408 2559 Email: <a href="mailto:group.compliance@liberty.co.za">group.compliance@liberty.co.za</a></p>	<p><b>Insurer: Liberty Group Limited</b></p> <p>Liberty Centre 1 Ameshoff Street Braamfontein Johannesburg 2001</p> <p>Tel: 086 045 6789 / 011 558 4871 Email: <a href="mailto:info@liberty.co.za">info@liberty.co.za</a> Website: <a href="http://www.liberty.co.za">www.liberty.co.za</a></p>
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If the policyholder is not satisfied with how the queries or complaints have been dealt with the policyholder can contact the relevant Ombudsman to engage on the dispute.

<p><b>Reporting irregularities:</b></p> <p>Financial Sector Conduct Authority</p> <p>PO Box 35655 Menlo Park 0102</p> <p>Tel: 012 428 8000 Fax: 012 346 6941 Email: <a href="mailto:info@fsc.co.za">info@fsc.co.za</a></p>	<p><b>Disputes about the administration of the policy:</b></p> <p>The Ombudsman for Long Term Insurance</p> <p>Private Bag X45 Claremont Cape Town 7735</p> <p>Tel: 0860 103 236 / 021 657 5000 Fax: 021 674 0951 Email: <a href="mailto:info@ombud.co.za">info@ombud.co.za</a> Website: <a href="http://www.ombud.co.za">www.ombud.co.za</a></p>	<p><b>Disputes about advice:</b></p> <p>The FAIS Ombud</p> <p>PO Box 74571 Lynwood Ridge 0040</p> <p>Tel: 0860 324 766 / 012 470 9080 Fax: 012 348 3447 Email: <a href="mailto:info@faisombud.co.za">info@faisombud.co.za</a> Website: <a href="http://www.faisombud.co.za">www.faisombud.co.za</a></p>
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## UNDERWRITER AND ADMINISTRATION

Insurer, Underwriter of the annuity policy

Liberty Group Limited is the registered Long-Term Insurer of the annuity policy and is an Authorised Financial Services Provider in terms of the FAIS Act 37 of 2002 with registration number 1957/002788/06 and FSP number 2409, and is insured against negligent or dishonest behaviour and fraud.

**Trademark:**

INN8 is a registered trademark of STANLIB Wealth Management (Proprietary) Limited (STANLIB).

**EFFECTIVE DATE 4 MARCH 2024**