



# **Application Form** etfSA Living Annuity

How to Invest	
to select, please consult your financial adviser.  3. Please complete all relevant sections of this form, and send pages 1-4 to	on which portfolio to invest in to achieve your objectives. If you need advice on which product objective with the required documents to <a href="mailto:lafunds@etfsa.co.za">lafunds@etfsa.co.za</a> or fax to 086 692 4543 received after 13H00 the instruction will be processed the following business day. oblication:
FICA documentation Proof of deposit	Proof of banking details Proof of Income Tax (SARS)
Your instruction will only be processed on receipt of all required informat	tion and when the monies reflect in the ETFSA Living Annuity bank account.
Details	
New Investor Existing Investor Client Number	
Investor	
Title Surname	
First Name(s)	Male Female
Date of Birth	Nationality
ID Number or Passport (if no RSA ID)	Income Tax Number
Country of Residence	
Physical Address	
	Post Code
Postal Address	Post Code
Telephone (H)	Telephone (W)
Cell	Fax
Email Address	
Please specify your preferred method of receiving correspondence *	E-mail Postal Address Copy sent to Financial Advisor
*Where no selection is made correspondence will be sent to the e-mail address	ess supplied above. If no email address is supplied, correspondence will be sent via post.
Marital Status: Single Ante-Nu	uptial Contract In Community of Property
Acting on Behalf of Investor *	
* This is for Guardians / persons with Powers of Attorney	
Title Surname	
	Male Female
Date of Birth	
ID Number or Passport (if no RSA ID)	
Physical Address	
	Post Code
Postal Address	
Telephone (H)	
Cell	
Email Address	Capacity

Financial Advisor	Details (if app	licable)			
Name of Financial Advisor					
Name of Financial Services	Provider (FSP)			FSP License	Number
Contact Tel No			Email		
ETFSA Financial Services I	Provider code				
Licence Category:	Category I	Category II	Category	IIA	
VAT vendor status:	Registered	Not Registered	VAT Nun	nber	
l, the appointed Financial	Advisor for this inv	estment application d	eclare that:		
of replacement.  I have established and 38 of 2001 (FICA) and 5. I have explained all fee to me in writing and inf 6. My personal informatio and/or or the Administr Personal information v	verified the identity of the regulations therefes that relate to this in orm Prescient and/or in may be used by Pre ator may retain any in vill not be given or so	of the investor/s (and peto, and I will keep reconvestment to the investo the Administrator. escient and/or or the Actormation for purposes old to any third parties.	ersons acting on behads of such identifications and I understand administrator in the norm of investment transactions.	alf of the investor) in accordance with an and verification according to the and accept that the investor/s may be mall course of business to provide the tions, processing and administrations.	withdraw his / her authority for payment the products and services and Prescient on and to communicate directly with meterority personal information if and when
Signature of Financial Ad	visor			Date	
_				Date	
Banking Details of	f Investor				
Banking Details of	f Investor				
Banking Details of Name of Account Holder  Name of the Bank	f Investor				
Banking Details of Name of Account Holder  Name of the Bank  Branch Name	f Investor			Branch Code	
Banking Details of Name of Account Holder  Name of the Bank	f Investor			Branch Code	
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# Bank Details for Lump Sum Deposit and Transfers from Other Funds

Transfers to be made into the following bank account:

Account Name	Account Number	Bank	Branch	Branch Code
Prescient Living Annuity Policy	62542436622	First National Bank	Bedford Gardens	252155

## **Investment Option Details**

Please indicate a Rand amount or a percentage in the table below:

Investment Portfolio	Investment Rand Amount OR	Percentage
etfSA Wealth Conservator (CPI +3%)		%
etfSA Wealth Builder (CPI +5%)		%
etfSA Wealth Enhancer (CPI +7%)		%
etfSA Wealth Maximiser (CPI +10%)		%
etfSA Wealth Protector (Cash Fund)		%

#### Fees

	Investments <r10m< th=""><th>Investments R10m-R20m</th><th>Investments &gt;R20m</th></r10m<>	Investments R10m-R20m	Investments >R20m
Administration fee	0,6% +VAT	0,35% +VAT	0,25% +VAT
Investment management fee	0,65%	0,55%	0,50%
Total fee (incl. VAT)	1,28%	0,93%	0,78%

In the event that a special fee arrangement has been entered into, please indicate such arrangement below:

# **Income Payment Details**

This section does not apply to transfers from existing annuities in terms of Directive 135 issued by the FSB.

You are able to select your income to be a percentage of your capital or a Rand amount. You are also able to select the frequency of your income as well as from which investment portfolio you would like your income to be paid.

Income to be payable (please enter a percentage or Rand amount):

Income Percentage		%	OR		Rand Amount	i	R	
Income frequency (please ti	ck one):							
Monthly in arrears		Quarterly in	advance	Half-yearly in advar	nce	Year	ly in advance	
Do you want to specify an income tax rate?	Yes	No	A tax directive is required if tables. The directive is valid basis.					ual

- Your chosen income percentage in terms of current legislation must fall between 2.5% minimum and 17.5% maximum per annum of your capital value. Should your chosen income fall outside this range, the limits will be applied.
- The income percentage selected is applied to the original contribution amount less all initial charges to calculate the Rand amount of income payable.
- For monthly income your fully completed application form together with proof of deposit must reach our offices by the 15th of the month in order to receive an income payment in the same month.
- A portion of your capital value will be held in cash to facilitate income payments.
- The Rand value of income paid will remain constant throughout the year, notwithstanding fluctuations in the value of your policy.
- The amount or percentage of income drawn can be increased only once a year at the anniversary date
- The amount or percentage of income drawn can be decreased at any point. However, when you decrease your income, your policy anniversary date will reset and
- you will not be able to increase your income for another year.

  Unless a tax directive from SARS is attached, the minimum tax according to PAYE will be deducted on income payments.

## **Beneficiary Nominations**

- Nomination of a beneficiary will not be accepted if no ID number has been provided.
- If no beneficiary is nominated, the proceeds may be payable to your estate.
- Any benefits due on death will be dealt with according to any applicable laws governing the payment of such benefits.
- The beneficiary nominations contained in this application form supersede any other beneficiary nominations contained in the investor's will.
- If there are more than 4 (four) beneficiaries, please attach a signed copy of this section to the application form.
- The signature of the investor's spouse is required if the investor is married in community of property and nominates a beneficiary other than the investor's spouse.

Beneficiary nominations details to be completed on the next page.

#### I hereby agree to the nominations below: Full name of Spouse: \_ Signature of Spouse: \_\_\_ Beneficiary Beneficiary Surname: First Names: First Names: ID No: ID No: Relationship: Relationship: Share %: \_\_\_ Share %: Beneficiary Beneficiary Surname: Surname: First Names: Relationship: Relationship: Share %: \_\_\_ Share %: \_\_ Authorisation and Declaration I have read and fully understood all the pages of this application and agree to the Terms and Conditions of this this investment into the ETFSA Living Annuity Policy, and I understand that this application and any further documents read with the Policy document constitutes the entire agreement between Prescient and me. I warrant that the information contained herein is true and correct and that where this application is signed in a representative capacity, I have the necessary authority to do so and that this transaction is within my power. I declare that the origin of the Investment Amount is an approved retirement fund or another living annuity policy. I warrant that the rules of the transferring fund allow me to purchase an annuity in my own name and for my benefit and that the benefits offered in terms of this product coincide with the benefits in terms of my transferring fund. I understand that I cannot withdraw from the Policy and I cannot apply for a loan or use my interest in the Policy as collateral security for a loan. I authorise the Administrator to change my income level, if necessary, in order to meet the requirements of the relevant tax authorities. I authorise the Administrator to deduct any electronic collections, pay any applicable taxes and also to pay all fees. 6. I declare that I am aware that neither the amount of the annuity nor the capital value of the ETFSA Living Annuity is guaranteed. I declare that I am aware that this investment is subject to market risk and the value thereof will fluctuate with the market. I understand and agree that no part of the services provided by Prescient and/or the Administrator constitutes a solicitation, recommendation, guidance or proposal, nor does it constitute financial, tax, legal, investment or other advice. I warrant to Prescient and/or the Administrator that I am acting for my own account, I have made my own independent decisions to enter into the investment and as to whether the investment is appropriate or proper for me, based upon my own judgment and upon advice from such advisors as I may deem necessary. I warrant that I am not relying on any communication from Prescient and/or the Administrator, whether written, oral or implied as investment advice or as a recommendation to enter into the investment; it being understood that information and explanations relating to the terms and conditions of an investment shall not be considered investment advice or a recommendation to enter into the investment. I warrant that I have not received from Prescient and/or the Administrator any assurance or guarantee as to the expected results of the investment. I understand that the Administrator will accept instructions from my Financial Service Provider (FSP) only if duly appointed and authorised in writing by me. The Administrator will not be held liable for any losses that may result from unauthorised instructions given by my FSP. 10. I hereby authorise the Administrator to furnish written reports to my duly appointed Financial Services Provider, if applicable. 11. If I have appointed a Financial Advisor I authorise the payment of the negotiated fees to be paid to my Financial Advisor. This authority to pay fees may be withdrawn by written notice to Prescient and/or the Administrator. 12. I authorise the Administrator to accept and act upon instructions by facsimile or e-mail and hereby waive any claim that I have against the Administrator and indemnify the Administrator against any loss incurred as a result of the Administrator receiving and acting on such communication or instruction. 13. I agree that Prescient shall pay amounts to my dependants and/or beneficiaries upon my death in accordance with my beneficiary nominations 14. Any personal information may be used by Prescient and/or the Administrator in the normal course of business to provide the products and services and Prescient and/or the Administrator may retain any information for purposes of investment transactions, processing and administration and to communicate directly with me. Personal information will not be given or sold to any third parties. The Administrator or Prescient will disclose or report personal information if and when required to do so by law or any regulatory authority, and to our employees (if relevant), or agents who require such information to carry out their duties. 15. I consent to the Administrator making enquiries of whatsoever nature for the purpose of verifying the information disclosed in this application and I expressly consent to the Administrator obtaining any other information concerning me from any source whatsoever to enable the Administrator to process this application. Signed at \_\_\_ Date \_\_\_\_

Full Name of Signatory \_\_\_\_\_\_ Capacity \_\_\_\_\_

\* If signing on behalf of the investor please provide proof of authority and supporting verifying documentation

Signature of Investor / Legal Guardian/authorised representative\* (if applicable)

# Terms and Conditions: To be Retained by Investor

#### General

- 1. The etfSA Living Annuity ("the Policy") is underwritten by Prescient Life (RF) Limited Reg. No. 2004/014436/06 ("Prescient"). Prescient is a registered long-term insurer and an authorised financial services provider.
- 2. D and D The Cycle (Pty) Ltd, Reg. No. 1967/013207/07 ("the Administrator"), is a registered financial services provider and have been appointed by Prescient to administer the ETFSA Living Annuity on their behalf.
- 3. Mike Brown, trading as etfSA.co.za, an authorised financial services provider with license number 39217, is the owner of the etfSA trademark and together with the etfSA Portfolio Management Company (Pty) Ltd, acting in its capacity as a division of etfSA Investment Services (Pty) Ltd, an authorised financial services provider with license number 40107, have been appointed by Prescient to market and distribute the Policy to investors under this trademark.
- 4. This application, together with the Policy document, will govern the legal relationship between the investor and Prescient. It is the Administrator's sole discretion to accept or reject the investor's application form on behalf of Prescient.
- 5. Once the investor's application is accepted, the Administrator will provide the investor with a Policy Document confirming the investment and summarising the terms and conditions of the Policy. Where the application form has been accepted with the supporting documentation and a contribution has been received in the bank account of the Policy with proof of deposit ("receipt") before the 15th of the month, the first annuity payment will be made in that month. Where receipt is on or after the 15th of the month, the first annuity payment will be made during the following month. If the 15th of the month is not a business day, the first business day preceding the 15th will be used as the cut-off day.
- 6. Investments into the underlying Investment Options will be made within 1 business day of acceptance of the application, subject to any delays caused by any third party or any other occurrences beyond the control of the Administrator.
- 7. The investor is obliged to draw an income. Income will be generated by repurchasing from the underlying Investment Options.
- 8. The amount of the income is not guaranteed and is calculated as a percentage of the value of the investment. The income will be reviewed annually on the Policy anniversary in accordance with the regulations pertaining to living annuities.
- 9. The income paid to the investor is subject to payment of Income Tax. The Administrator will deduct tax from the regular income payments and pay it over to the South African Revenue Service. The Administrator will calculate the applicable income tax rate on the assumption that this income is the investor's sole taxable income. A different tax rate will only be applied if the investor provides the Administrator with a tax directive rate. Current legislation excludes a capital gain in the underlying portfolios from Capital Gains Tax.
- 10. Prescient is entitled to change any of the underlying Investment Options offered by it under the Policy, at its discretion. In the event that an underlying Investment Option is removed, the investor will be given written notice (to the last known address), and requested to provide the Administrator with a switch instruction (detailing which alternative portfolio has been selected). In the absence of any signed instruction, the Administrator will affect a switch to the Prescient Money Market Fund.
- 11. The Policy cannot be cancelled but may be transferred from one insurer to another. The Policy may be converted to a conventional annuity if transferred to another insurer and this option may not be reversed.
- 12. All material facts must be accurately and properly disclosed, and the accuracy and completeness of all answers, statements or other information provided by or on behalf of the investor, are the investor's own responsibility.
- 13. The investor has 14 days after receipt of the investment confirmation within which to report any errors to the Administrator.
- 14. No indulgence granted by the Administrator shall affect or prejudice the rights of Prescient and/or the Administrator, nor shall it be regarded as a waiver of any rights.

#### Applicable if appointing a Financial Advisor / FSP

- The Administrator will only accept applications, submitted on behalf of investors, from FSP's who have been granted a licence by the Financial Services Board.
- 2. Prescient and/or the Administrator cannot be held responsible or liable for loss or damage suffered by the investor as a result of the FSP acting outside his / her licence parameters or because of delays in the processing or rejection of this application form, caused by the fact that the investor's FSP is not authorised as a Financial Services Provider or is not approved by the Administrator.
- 3. The FSP is responsible for ensuring that the investor receives and understands all appropriate advice, product and fee information including changes in the working practices and procedures of the Administrator.

#### Instructions

- 1. Only signed written instructions (faxed copies included) from the investor or the FSP will be acted upon.
- 2. The Administrator will not proceed with any transaction if there is any doubt as to the validity of any signatures/information or if it deems the instruction to be incomplete in any way and the Administrator cannot be held liable for any resultant losses as a result thereof.
- 3. If you appointed a discretionary FSP to make investment decisions on your behalf, the FSP will send investment instructions on your behalf to the Administrator. These instructions will be followed, provided you have submitted a copy of your investment mandate with the FSP, to the Administrator. If you send the Administrator instructions directly, the Administrator can only adhere to it after contacting the FSP and obtaining permission to continue with your direct instruction, and provided your investment mandate allows it. The Administrator cannot be held liable for any loss or damages suffered due to the delay in processing your direct instruction.

#### Reporting

Statements and any other relevant documentation shall be e-mailed or posted to the investor or the FSP once every six months or at the investor's request.

#### Fees

- 1. The fees that apply to the selected Investment Options are set out in the latest Investment Product Range document.
- 2. Prescient does not charge an initial fee.
- 3. You may negotiate an initial advisor fee, subject to the relevant maximums, to be paid to your financial advisor before your first contribution is invested.
- 4. You may negotiate an annual advisor fee to be paid to your financial advisor. Units will need to be cancelled to pay your advisor this fee.
- 5. Current fees deducted by the Administrator are:

	Investments <r10m< th=""><th>Investments R10m-R20m</th><th>Investments &gt;R20m</th></r10m<>	Investments R10m-R20m	Investments >R20m
Administration fee	0,6% +VAT	0,35% +VAT	0,25% +VAT
Investment management fee	0,65%	0,55%	0,50%
Total fee (incl. VAT)	1,28%	0,93%	0,78%

6. All fees may be amended from time to time, and in such event, a notification will be sent to the investor.

#### Risk Warning

1. The Investment Options should be considered as medium to long-term investments. The value may go up as well as down and past performance is not necessarily a guide to future performance. A schedule of fees, charges and maximum commissions is available on request from etfSA. There is no guarantee in respect of capital or returns in a portfolio. Where foreign securities are included in a portfolio there may be potential constraints on liquidity and the repatriation of funds, macroeconomic risks, political risks, foreign exchange risks, tax risks, settlement risks; and potential limitations on the availability of market information.

The investor acknowledges the inherent risk associated with the selected investments and that there are no guarantees.

Prescient is a member of the Association for Savings and Investments SA.

- 2. Prescient and/or the Administrator shall not be held responsible for any loss, consequential or otherwise, arising from changes in tax or other legislation that may have an impact on the performance of this investment.
- 3. A living annuity allows you to set your income level subject to constraints imposed by the authorities from time to time and allows you to select a wide range of investments in respect of the capital that will generate the annuity. The level of income you select is not guaranteed for the rest of your life. The level of income you select may be too high and may not be sustainable if:
  - you live longer than expected with the result that the capital is significantly depleted before your death; 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 advisor) to ensure that the income that you select is at a level that would be sustainable for the rest of your life. You need to carefully manage your income drawdown relative to the investment return on the capital in order to achieve this. The table below can be used as a guide.

Years before your income will start to reduce:

Investment Return per Annum (before inflation & after all fees)						
ъ		2.50%	5.00%	7.50%	10.00%	12.50%
Rate selected ption	2.50%	21	30	50+	50+	50+
e se	5.00%	11	14	19	33	50+
ncome Rate at Inception	7.50%	6	8	10	13	22
Income at Ince	10.00%	4	5	6	7	9
<u> </u>	12.50%	2	3	3	4	5
15.00%	15.00%	1	1	2	2	2
▼	17.50%	1	1	1	1	1

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

Please ensure that your financial advisor has explained both the advantages and the risks of the living annuity and compared these against conventional annuities (where the insurer carries the full investment risk and the risk of you living longer than expected). The table is a general guideline and should be considered taking into account each annuitant's financial situation and all other sources of income. It is an indicative guideline only, to assist you in making informed decisions in respect of your annuity.

4. It is important to note that investments held in your living annuity are made up of various types of assets classes such as equities, bonds, property or cash. These underlying assets have different levels of risks and returns associated with them. You and your financial adviser are therefore reminded to carefully consider the overall composition of your living annuity in terms of the exposure to these various asset classes. Too high a proportion of risky assets means there is a greater risk of losing capital while too low a proportion of risky assets means there is a risk that investment returns may be too low to sustain your income. Although there are no specific limits prescribed for living annuity investments, there are for 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.

Broadly speaking the maximum exposure that retirement funds may have to the various asset classes are as follows:

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

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

# **FICA Requirements**

In terms of the Financial Intelligence Centre Act, 2001 ("FICA") etfSA.co.za requires a copy of each of the following documents:

An "ID document" means a document containing a photo, full names, date of birth and ID number, a passport containing or a valid driver's licence.

"Proof of address/business address" means a document less than 3 months old containing residential address that is a utility bill, bank statement, rates account or tax invoice.

- 1. South African Citizens and Residents or Foreign Nationals (Natural Person)
  - ID document, drivers licence or a passport.
  - Proof of address.
- 2. Third Party Representing another Individual/Power of Attorney
  - If the third party is a natural person: ID document in respect of third party
  - If the third party is a legal entity: the entity's certificate of registration (CM1), proof of address (CM22), and proof of authorised signatories.
  - Proof of authority to act e.g. power of attorney, investment mandate, resolution or court order.

#### **Contact Details**

79 Oxford Road P O Box 36 lafunds@etfsa.co.za Saxonwold Cresta www.etfsara.co.za Tel: 010 446-0374 Johannesburg 2118 2196 Fax: 086 692 4543

# **Compliance Department**

The Compliance Officer Prescient Life (RF) Limited PO Box 31142 Tokai 7966

### Complaints

Please do not hesitate to contact us if you are not satisfied with this investment or the services received from the Administrator. A complaint must be submitted to the Compliance Officer. We will acknowledge the complaint in writing and will inform the investor of the contact details of the persons involved in the resolution thereof. If an investor is not satisfied with the response from Prescient and/or the Administrator, the investor has the right to contact the Ombud for Long-term Insurance at:

Tel: +27 21 657 5000 Private Bag X45. Claremont, 7735 Fax: +27 21 674 0951

If an investor has a complaint about the advice given by the FSP, he/she has the right to address his/her complaint in writing to the Ombud for Financial Services Providers at the address below.

Tel: +27 12 470 9080 P O Box 74571. Lynnwood Ridge, 0040 Fax: +27 12 348 3447

Email: info@faisombud.co.za

An Ombud is legally empowered to investigate and adjudicate complaints in a procedurally fair, economical and expeditious manner.