# PRESERVATION PENSION & PROVIDENT FUNDS

**GENERAL INFORMATION AND CONDITIONS** 



The Coronation Preservation Pension Fund and the Coronation Preservation Provident Fund ("the relevant Fund") is a pension fund and provident fund registered by the Financial Sector Conduct Authority (FSCA) in terms of the Pension Funds Act, No. 24 of 1956, and approved by the South African Revenue Service. The relevant Fund is administered by an administrator as appointed from time to time. The current investment options available to investors are those unit trust funds managed by Coronation Management Company (RF) (Pty) Limited (hereafter referred to as "Coronation Manco") and made available by the relevant Fund as the investment options.

## A: FUND MEMBERSHIP

- 1. You will not have access to any benefits in the relevant Fund before age 55, unless due to proven medical grounds of permanent disability, or if the once-off withdrawal benefit rule applies to you. You may retire at any time after the age of 55, unless retiring due to permanent disability proven to the relevant Fund.
- 2. The interest earned on the first day of deposit of your transfer benefit into the bank account of the Fund, will be used to pay the expenses of running the relevant Fund as authorised by the Trustees of the relevant Fund.
- 3. The relevant Fund is managed by Trustees, the majority of which are independent of Coronation Investment Services (Pty) Limited, the sponsor of the relevant Fund, and the administrator of the relevant Fund. The Trustees are required in terms of the Pension Funds Act to exercise their fiduciary duties in the best interests of the relevant Fund and all its members.

#### **B: INVESTMENT OPTIONS**

- 1. The relevant Fund allows members the opportunity to invest in the unit trust funds offered by Coronation Manco. Investments are managed by the Trustees in terms of the Investment Policy Statement adopted by the Trustees. A copy of the Investment Policy Statement is available to members on request to the Client Service Centre on 0800 22 11 77 or by accessing www.coronation.com.
- 2. The investments in the investment funds are made and will be administered subject to the provisions of the Collective Investment Schemes Control Act, No. 45 of 2002, in accordance with the deeds of such funds and subject to Coronation Manco's fee structure as amended from time to time.
- 3. The relevant Fund will invest the net investment amount into the investment option(s) chosen by you from time to time. The relevant Fund shall reinvest all income and accruals arising from the investment options from time to time, which shall be regarded as forming part of your investments under the relevant Fund.
- 4. The relevant Fund does not provide any guarantees in relation to any investment performance. Values of units within unit trust funds fluctuate relative to the market values of the underlying securities comprising the portfolio. The investor carries the investment risk inherent in the chosen underlying investment option(s).
- 5. All investments held for your benefit under the relevant Fund are owned by the relevant Fund and you have no right to specific investments held under the relevant Fund.
- 6. The Fund is entitled to change, at its discretion and with appropriate notice, any investment options offered by it from time to time. Members will be asked for switch instructions should an option be removed from the Fund's offering. In the absence of any instruction within the required period, the Fund shall affect a switch to a unit trust fund of the Trustees' choice.

#### **C: PROCESSING OF PERSONAL INFORMATION**

The investor acknowledges that Coronation requires its personal information and that of its representatives and Authorised Signatories (collectively "Representative(s)"), in order for Coronation to perform its obligations fairly, competently, and in accordance with the law, with personal information ("PI") being as defined in the Protection of Personal Information Act 4 of 2013 ("POPIA"). The investor acknowledges that a failure to provide complete and accurate PI, and/or any other information/documentation required in relation to the investment, to Coronation may lead to Coronation not being able to accept any investment from the investor or the suspension, closure or inability to transact or make further contributions to the investor's investment account. The investor consents on its own behalf and on behalf of its Representative(s) (hereby warranting that it is authorised to provide such consent on behalf of its Representatives) to Coronation collecting, using, processing, storing, disclosing and verifying (collectively "process" or "processing" as defined in POPIA) the PI in accordance with POPI, as well as any other information disclosed to Coronation in terms hereof and/or disclosed to Coronation for the duration of the investment, and for the purposes of, inter alia:

- 1. Generally administering, servicing and maintaining the investor's investment account(s).
- 2. Communicating with the investor and its Representative(s), agents or any other primary contact persons.
- 3. Providing the PI and any other information disclosed herein and/or disclosed to Coronation at any time during the period of the investment (collectively the "Information") to any entity within the Coronation group of companies, with which the investor already has an existing relationship, or with which the investor is about to enter into a relationship, for the efficient servicing/ administration of the investor's investments.
- 4. Providing the Information to third parties (which may include consumer credit bureaus and other similar service providers) that assist with the verification of the investor's and/or a Representative's information or that assist in establishing and/or obtaining additional information regarding the investor and a Representative as may be needed by Coronation to meet its regulatory obligations such as, but not limited to its regulatory obligations under the Financial Intelligence Centre Act No. 38 of 2001 (FICA); or assist with the enforcement of agreements; or which store and/or maintain the Information; or which require the Information to process the investor's instructions or to otherwise provide a service to the investor for their investment, where such party has procedures in place to protect the Information.
- 5. Transferring the PI outside the borders of South Africa where the person receiving the PI is subject to and complies with similar data protection laws.
- 6. Providing the Information and any other information disclosed in this application or disclosed to Coronation at any time during the period of the investment to local and/or international regulatory authorities, law enforcement agencies and governmental departments, and any other person with whom Coronation is required, by law, to share the Information.
- 7. Using the Information to conduct research or to service products. Where appropriate, the Information will be de-identified such that it cannot be linked back to investor.
- 8. Using the Information to meet contractual/, legal and/or regulatory obligations.

Coronation will ensure that controls are in place to protect the PI and will process the PI as permitted by law. If the investor or any of its Representatives (in relation to their PI) is of the view that Coronation has not done so, they will be entitled to contact Coronation and object. Should the investor (or Representative, as the case may be) not be satisfied with a decision made by Coronation in the resolution of an objection or complaint regarding the PI, they have the right to submit the complaint to the Information Regulator (South Africa) at the following address:

Physical address: 33 Hoofd Street Forum III, 3rd Floor Braampark Braamfontein, Johannesburg Email address: inforeg@justice.gov.za

The PI will be kept until such time as Coronation are legally compelled to delete/destroy it. The investor, and any Representative in relation to their own PI, have the right to request a copy of the PI that Coronation holds and a right to request the correction thereof. It is the investor's responsibility to inform Coronation of any changes to the PI.



### **D: FEES AND CHARGES**

- 1. The annual management fee on the underlying investment option(s) selected will be charged by Coronation Manco as indicated on the attached Unit Trust Fee Schedule and as amended from time to time.
- 2. The annual administration fee payable by the Fund to the administrator will be subsidised in full by Coronation Investment Services (Pty) Limited.
- 3. Coronation reserves the right to charge switching fees applicable to specific investor accounts. Affected investors will be advised in writing in the event of the introduction of switching fees.
- 4. Financial advice fees as agreed to in the Financial Advice Fees section of the application form will be levied.
- 5. Statutory charges such as income tax will be recovered by the relevant Fund from your investment.
- 6. All fees and charges are subject to amendment by the relevant Fund and Coronation Manco as the case may be, provided that due notice is given when the fee or charge is increased or a new fee or charge is added. The relevant Fund shall not change the Financial Adviser initial and annual advice fees unless instructed in writing by the investor.
- 7. All fees and charges shown are exclusive of Value Added Tax (VAT).

## **E: TERMS AND CONDITIONS**

- 1. Taxes will be levied on the investment in accordance with the South African Revenue Service's relevant tax rules and rates, which may change from time to time.
- 2. Subject to compliance with the relevant Fund's requirements, investments into the underlying investment option(s) will take a maximum of five (5) business days to process after the receipt of a fully completed application form and the investment amount into the bank account of the fund, subject to any minimum amount the relevant Fund may set from time to time. The relevant Fund requires proof of transfer or deposit before this application can be processed. Electronic transfers may not reflect immediately. Switches will be processed a maximum of five (5) business days after receipt of a valid instruction received in writing on the Fund's switch instruction form. Interest earned on the first day of deposit will be used to pay the expenses of running the relevant Fund, as authorised by the Trustees of the relevant Fund. Subsequent interest shall accrue for the benefit of the member until transfer from the relevant Fund bank account, at the actual rate of interest earned but adjusted for the payment by the relevant Fund of any applicable tax that may be imposed by the tax authorities.
- 3. If an investment is cancelled after funds were deposited into our bank account, but before all relevant documentation (as required in terms of FICA) was submitted, Coronation shall be entitled to receive any such outstanding documentation prior to processing a refund.
- 4. The relevant Fund shall pay amounts to your dependants and/or beneficiaries upon your death in accordance with section 37C of the Pension Funds Act, No. 24 of 1956.
- 5. Subject to any restrictions from the transferring fund, you may not make more than one withdrawal prior to retirement from the relevant Fund. Any remaining benefits will only be payable on your retirement or death, unless retiring due to permanent disability.
- 6. If you are transferring your benefit from another preservation fund, the relevant Fund may have to apply for the necessary approval of the transfer from the Registrar of Pension Funds. If approval is required, the transfer benefit may only be transferred after the certificate of approval as issued by the Financial Sector Conduct Authority has been received.
- 7. Where you have appointed a Financial Adviser, it is the responsibility of such Financial Adviser to act within the conditions of the relevant FSP licence which outlines which categories of investment products he/she is licensed to provide advice on and sell. The Fund cannot be held responsible or liable for loss or damage suffered by you, resulting from the Financial Adviser acting outside the licence conditions. The Financial Adviser is responsible for ensuring that you receive and understand all appropriate advice, product and fee information, including changes in administrative processes.
- 8. Coronation may amend this General Information and Conditions document from time to time. The latest version will be available on the website www.coronation.com. All investors will be bound by these General Information and Conditions as amended from time to time.