

The Coronation Living Annuity is a policy issued by Coronation Life Assurance Company Limited (hereafter referred to as “Coronation Life”) under the provisions of the Insurance Act, No.18 of 2017. The Coronation Living Annuity is administered by an administrator appointed by Coronation Life 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 Coronation Life as the investment options under the Coronation Living Annuity.

### A: INVESTMENT OPTIONS

1. The Coronation Living Annuity allows investors the opportunity to invest in the unit trust funds offered by Coronation Manco. This does not imply any endorsement by Coronation Life and that you retain the risk of and remain responsible for the selection between the various funds at all times.
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. Coronation Life will invest the net pension consideration into the investment option(s) chosen by you from time to time. Coronation Life shall reinvest all income and accruals arising from the investment options from time to time, which shall be regarded as forming part of your Coronation Living Annuity.
4. Coronation Life 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 under the Coronation Living Annuity are owned by Coronation Life and you have no right to specific investments held under the Coronation Living Annuity.

### B: 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 [Unit Trust Fee Schedule](#) and as amended from time to time.
2. The annual administration fee payable by Coronation Life will be subsidised in full by Coronation Investment Services (Pty) Limited.
3. Financial advice fees as agreed to in the Financial Advice Fees section of the application form will be levied.
4. All fees and charges are subject to amendment by Coronation Life 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. Coronation Life shall not change the Financial Adviser initial and annual advice fees unless instructed in writing by the investor.
5. 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.



## 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 No. 4 of 2013 (“POPIA”).

The investor acknowledges that the supply of the PI is mandatory (unless otherwise indicated) and 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 being unable 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 acknowledges that Coronation collects, uses, processes, stores, discloses, and verifies (collectively “processes” as defined in POPIA) the PI, as well as any other information disclosed to Coronation for the purposes of, inter alia:

1. Generally administering, servicing, and maintaining the investor’s investment account(s), and generally for the purposes of meeting responsibilities to the investor.
2. Communicating with the investor and its Representative(s), agents or any other primary contact persons, including for the purposes of sending required reports and other information, and responding to requests and queries.
3. To enable Coronation to trace the investor (or the investor’s beneficiaries’) whereabouts, when necessary.
4. 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, for the efficient servicing/administration of the investor’s investments.
5. 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 FICA; or assist with the enforcement of any agreements or policies; 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, or to Coronation to enable it to deliver a service to the investor, or to enable and/or enhance the functioning of Coronation’s business which may, for example, include third parties that assist Coronation with the sending of customer satisfaction surveys and compilation of related research, where such party has procedures in place to protect the Information.
6. Transferring the PI outside the borders of South Africa where the person receiving the PI is subject to similar data protection laws, or is bound by corporate laws or an agreement which affords similar data protection.
7. Ensuring the investor meets the requirements for investment into a product(s).
8. 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.
9. Using the Information to conduct research or to service products or to help Coronation improve the quality of its products and services which may, for example, include third parties that assist Coronation with the sending of customer satisfaction surveys and compilation of related research. Where appropriate, the Information will be de-identified such that it cannot be linked back to investor.
10. Using the Information to meet contractual and/or legal and/or regulatory obligations.
11. For any purpose related to Coronation conducting its business, including but not limited to, keeping and maintaining of records, managing and auditing Coronation’s business systems and operations and enabling business continuity and disaster recovery.
12. Using PI to provide the investor and associated persons with publications (including without limitation articles, bulletins, podcasts, visual or audio recordings of webinars; and/or invitations to attend and/or participate in any Coronation events or competitions).
13. To help Coronation detect and prevent fraud, money laundering and financial crimes. This includes the recording of calls for security and fraud prevention purposes and to ensure an accurate record is kept of instructions received from the investor.

Coronation may obtain information via third parties. These include, but are not limited to, parties that assist Coronation to monitor and prevent money laundering and financial crime and those that deal with the investor’s investment on its behalf as appointed by the investor or as entitled by law to deal with the investment on the investor’s behalf. Coronation may also obtain information from a public record.

Where PI is used to provide the investor with communications, the investor will have the opportunity to opt-out with every communication and at any point in time.

The investor has the right to object to the processing of its PI or to withdraw consent once given to Coronation. Coronation will advise the investor of the consequences of that objection/withdrawal. Coronation may not be able to give effect to an objection/withdrawal if the processing of the PI was and is permitted by law, the investor provided consent to the processing and the processing was already conducted in line with that consent, or processing is necessary to perform contractual/legal obligations.



The investor, and any Representative in relation to their own PI, have the right to request information on which of its PI is / has been collected and information on the identity of all third parties or categories of third parties who have / have had access to it (subject to any legal or regulatory obligations preventing Coronation from providing the information). The investor has the right to request the correction of their PI. It is the investor's responsibility to inform Coronation of any changes to their PI.

To the extent that Coronation is acting as an Operator, per POPIA, in relation to any third party Data Subject's PI obtained from you, in circumstances where you are regarded as a Responsible Party per POPIA, then Coronation confirms that it shall: secure the integrity of the third party Data Subject's PI in its possession by taking appropriate, reasonable technical and organisational measures to prevent: loss of, or damage to, or unauthorised destruction of that PI; and unlawful access to, or processing of, that PI. Coronation shall take reasonable steps to identify risks to third party Data Subject's PI in its possession or under its control, establish and maintain appropriate safeguards against those risks, verify that the safeguards are effectively implemented and update them in response to new risks and/or deficiencies and notify you of the risks identified and safeguards put in place. Coronation will have regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations. Coronation will notify you immediately where there are reasonable grounds to believe that the third party Data Subject's PI has been accessed or acquired by any unauthorised person.

Upon termination of the investment, at any time thereafter, Coronation must, at the investor's request, return to the investor or destroy, all the investor's PI and may, after receiving such a request, retain copies only to the extent required by applicable law or regulation or reasonably required for a lawful purpose related to Coronation's functions or activities, subject to Coronation continuing to meet its obligations regarding the processing and safeguarding of such PI. Failing such a request from the investor, Coronation shall retain the PI in accordance with its internal retention policies for as long as Coronation considers appropriate in its discretion or for so long as is reasonably required for any lawful purpose related to its functions or activities, provided that it then continues to comply with its obligations relation to the processing and safeguarding of such PI (and the investor hereby confirms its instruction and consent to Coronation to retain the PI on this basis).

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: JD House, 27 Stiemens Street, Braamfontein, Johannesburg, 2001

General enquiries email: [infoereg@justice.gov.za](mailto:infoereg@justice.gov.za)

Complaints email: [complaints.IR@justice.gov.za](mailto:complaints.IR@justice.gov.za)

## **D: SPECIFIC NOTIFICATION FOR INVESTORS**

Investors must note the following:

1. If the Coronation Living Annuity is your only source of income and if you require a pre-tax annual income of greater than inflation plus 2%, based on the capital available to purchase the annuity, you should, in consultation with your appointed Financial Adviser (if applicable), consider a different type of annuity.
2. It is important that you, in conjunction with your appointed Financial Adviser (if applicable), review your lifestyle objectives and income requirements at least annually. If an income level that exceeds the expected average annual growth rate on the investment portfolio should be elected, this may lead to an erosion of the capital base of the Coronation Living Annuity.
3.
  - The value of the investment will increase or decrease in line with market fluctuations.
  - The risk associated with living annuities as compared to conventional annuities, particularly in the light of your personal assumption of longevity risk.
  - The impact that a downturn in the market will have on your investment and that capital may be eroded in order to maintain the required level of income.
4. The income restrictions imposed by Notice 290 of 2009 (or its amendment or replacement), particularly that income levels may only be varied annually on the income anniversary date.
5.
  - In terms of Directive 135 issued by the Financial Sector Conduct Authority, you have the right to transfer your Coronation Living Annuity to another registered insurer under the Long-term Insurance Act, No. 52 of 1998.
  - Your living annuity may be converted to a conventional life annuity administered by another insurer. This is a once off and the conversion cannot be reversed. The conversion will be subject to the provisions of Directive 135 issued by the Registrar of Long Term Insurance or any replacements thereof or supplement thereto.
6. The tax consequences of your Coronation Living Annuity are as follows:
  - Annuities (i.e. regular income payments) are taxed at your marginal rate of tax.
  - In terms of current legislation, the investment returns generated by the Coronation Living Annuity are not subject to tax.



- Where applicable, should a beneficiary elect to take the remaining capital as a lump sum within six (6) months of the death of the annuitant, the lump sum will be taxed in the hands of the annuitant as if the lump sum had been taken the day before death.
  - Income tax, if applicable, will be deducted at source in accordance with the relevant tax rates determined by SARS. The onus is on the investor to provide tax directives where applicable.
7. You will be obliged to draw an income of between 2.5% and 17.5% per annum of the investment value at the anniversary date. These limits are set by SARS and may change from time to time. Income will be generated by the repurchasing of the underlying investments. All income generated on the underlying investments will be reinvested.
  8. Annuity for pension considerations received by Coronation Life on or before the 14th of the month will be paid at the end of that month. Annuity for pension considerations received after the 14th of the month will only be paid at the end of the following month.

## E: GENERAL TERMS AND WARRANTIES

1. It is at Coronation Life's sole discretion whether to accept or reject the investor's application. In the event that the investor deposits funds into Coronation Life's bank account and Coronation Life subsequently rejects the application, Coronation Life shall issue a refund provided that the investor has provided all of the relevant documentation required by Coronation Life. Coronation Life shall not provide any explanation should it reject an application.
2. Subject to compliance with Coronation Life's requirements, investments into the underlying investment option(s) will be made within five (5) business days after the receipt of a fully completed application form and the investment amount by Coronation Life. Coronation Life requires proof of transfer or deposit before this application can be processed. Electronic transfers may not reflect immediately. Switches will be processed within five (5) business days after receipt of a valid instruction. The aforementioned is subject to Coronation Life's requirements having been complied with. Where applicable, interest on pension considerations may be applied from one day after the pension contribution has been paid into Coronation Life's bank account until transferred from that account.
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 Life shall be entitled to receive any such outstanding documentation prior to processing a refund.
4. The Coronation Living Annuity is subject to a 31-day cooling off period. This gives you the right to withdraw from the Coronation Living Annuity by giving Coronation Life written notice within 31 days of receipt of your policy summary and terms and conditions. A disinvestment will be made at the earliest opportunity after the date the written request is accepted by Coronation Life, at the price applicable then. The amount to be refunded will take market fluctuations into account and may therefore be less than the initial pension consideration. No interest or investment return will be paid or accrued to you. The refund will not be made to yourself, but to the transferor insurer, retirement fund or another registered insurer as the case may be. This option is not available where, during the 31-day period, you have switched from the portfolios originally invested in, or if any benefit or claim has been paid.
5. Either party may terminate the investment for any reason (and without having to provide reasons) by giving written notice to the other party. Termination shall be subject to the transfer of the investment amount to another appropriate annuity, as chosen by the investor. Coronation Life shall not be held liable for any losses (consequential or otherwise) incurred by the investor or any other person as a result of the termination of the investment(s) unless such loss was caused by Coronation Life's gross negligence, willful misconduct, or fraud.
6. An instruction that includes any material changes (e.g. email/cellphone, bank details, power of attorney, authorised signatory etc) may result in a delay of your instruction due to additional verification.
7. You acknowledge and accept that information transmitted electronically which includes, amongst others, via the internet and e-mail, is susceptible to unlawful access or monitoring by fraudsters. You shall bear all risk of transmitting such information in this manner and under no circumstances will Coronation be liable for any loss, harm or damage suffered by you and/or any other party as a result. As part of accepting all risk associated with the use of electronic transmission, you understand that you indemnify Coronation against claims by any party in relation to this usage. In addition, you acknowledge and accept that (i) Coronation shall not be held liable in the event that your e-mail account or other means of communication is hacked or infiltrated by a fraudster, who then proceeds to impersonate you and instructs Coronation to transact; and (ii) it is your responsibility to ensure that the means of communication you choose in your engagements with Coronation remain secure, for example, by periodically changing email passwords or log in credentials. Coronation, without being obliged to do so, reserves the right to request independent verification of any information transmitted to it electronically, including via the website, e-mail and/or other electronic means, and to delay the processing of client instructions if deemed necessary to mitigate the risk of fraud, and Coronation will not be liable for any loss incurred as a consequence of such a delay nor if any such verification is unsuccessful in detecting any fraud.
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](http://www.coronation.com). All investors will be bound by these General Information and Conditions as amended from time to time.