

The Fund in detail

Sanlam Umbrella Fund

Create STRENGTH in numbers



Employee Benefits

Sanlam Umbrella Fund

THE FUND IN DETAIL

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Did you know?

- *Efficiency: The hexagonal (six-sided) structure of the honeycomb uses the least material to create a lattice of cells with a given volume.*
- *Stability: Honeycomb structures are highly stable and have an extremely high strength-to-weight ratio*

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INTRODUCTION

This document summarises the terms and conditions of participation in the Standard and Comprehensive product options of the Sanlam Umbrella Fund (“the Fund”) as applicable at the date of publication.

The document may be amended from time to time with 30 days notice to the participating employers. These terms and conditions apply from 1 July 2009 to new participating employers commencing participation in the Fund on or after 1 January 2008, and to all other participating employers who have indicated acceptance of the Standard or Comprehensive product options.

The Fund is administered in terms of a set of General and Special Rules registered with the Registrar of Pension Funds, and insurance policies issued by South African insurance companies registered in terms of the Long Term Insurance Act, No 52 of 1998. In the event of a discrepancy between the registered rules and policy documents versus this document, then the provisions of the registered rules and policy documents shall prevail.

The Fund in a nutshell

An umbrella fund is a retirement fund in which many employers and their employees participate in order to derive benefit from economies of scale. These cost savings ultimately translate into enhanced retirement payouts to members. It is a structure that enables employers to offer their employees packaged, flexible retirement savings and insured benefits.

Under the Sanlam Umbrella Fund, employers can choose to participate in a pension fund or a provident fund. Employers can also choose between two benefit design options:

TM **Standard Option:** a simple, cost-effective option with all the basic benefits,

TM **Comprehensive Option:** a wide range of benefits with added flexibility and member directed investment choice.

Look out for the following icons to distinguish between the benefits available under the Standard and Comprehensive Options:

Standard



Comprehensive



The Sanlam Umbrella Fund’s leading edge administration platform offers integrated member administration, financial reporting and investment administration to maximise flexibility while containing costs.

The sound actuarial management of risk, excellent governance structures, transparency and integrity also form part of the Sanlam Umbrella Fund’s offer.

Why choose the Sanlam Umbrella Fund?

- ™ **Solid offer:** We have a highly competitive administration offering with superior service and competitive rates,
- ™ **Trusted partner:** As a leading financial institution, Sanlam will provide the best solutions to meet your needs,
- ™ **Choice:** The Fund's options that range from basic solutions to comprehensive custom-designed solutions,
- ™ **Cost-effectiveness:** Clients benefit directly from economies of scale by being part of a significant Umbrella Fund backed by a major financial institution,
- ™ **Communication and service:** Sanlam's wide footprint in South Africa facilitates physical interaction with our clients to ensure clear communication and prompt service,
- ™ **Advanced systems and processes:** Key advantages of our innovative administration platform:
 - **Daily pricing:** Because benefit payments are based on daily unit prices, the investment instructions can be effected according to the values of the specific day of the instruction,
 - **Daily balancing:** By balancing assets, liabilities and ledger daily, there is complete accuracy in administering funds,
 - **Workflow:** Any transaction can be traced so that enquiries can be handled quickly, accurately and efficiently. Our real-time reporting, which can be accessed via the Internet, will always provide you with the latest available information.

Key benefits

- ™ Well-structured product,
- ™ Highly competitive cost structure,
- ™ Leading edge administration platform,
- ™ Sound actuarial management of risk pool,
- ™ Excellent governance structures,
- ™ Investment menu allowing a wide selection of investment choices,
- ™ Transparency and integrity.

Unique features

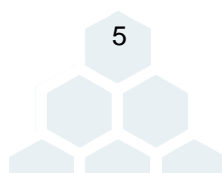
- ™ Alignment of the interests of members, participating employers, intermediaries and Sanlam,
- ™ Member representation via Joint Forums and via the election of independent Trustees,
- ™ Integrated administration fee discounts based on asset size,
- ™ An integrated risk rebroking facility,
- ™ A sophisticated Lifestage Programme to assist members to improve their financial fitness over their working lifetimes,
- ™ The backing of Sanlam's financial muscle,
- ™ An excellent track record,
- ™ A sustainable offering in the light of environmental and Government pressures to reform the South African retirement fund industry.

Member representation

Members have equal representation at both levels of decision making in the fund namely, the Joint Forum where the benefit structure in respect of each participating employer is determined and on the Board of Trustees who are responsible for the ongoing management and control of the fund and ensures that the benefits selected are in fact provided:

- TM **The Joint Forum:** All participating employers are required to establish a Joint Forum on which members are entitled to elect 50% of the representatives. This ensures that members are represented at the negotiating table where members' benefit structure is determined and reviewed in the spirit of the Labour Relations Act, No 66 of 1995.
- TM **The Board of Trustees:** An Annual General Meeting is held each year. At this meeting the Trustees report directly to the member representative members of the Joint Forum and answer any questions they may have. In addition members are entitled to elect member representative Trustees from a list of industry specialists that are independent of the sponsor. These individuals have the knowledge, training and independence to protect members against any possible conflict of interest.

For more information on the Sanlam Umbrella Fund please visit our website www.SanlamUmbrellaFund.co.za.





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HOW THE FUND WORKS

Contributions

Contributions are payable monthly in arrears and may either include or exclude costs and insurance premiums.

The minimum employer rate margin for retirement benefits is 2%. The employer contribution rate is therefore equal to 2% plus additional costs for insured benefits and operational expenses. However, the Board of Trustees is prepared to exempt an employer if the employer undertakes to fund all (extraordinary and unforeseen) additional costs and charges that may arise before the next revision date that cannot be funded out of the (less than 2%) employer contribution margin.

Members may make additional voluntary contributions at any time to enhance their retirement benefit. A lump sum, to which a member has become entitled on withdrawal from another approved pension or provident fund prior to joining the Fund, may be transferred to the Fund.

Normal retirement age

The normal retirement age is as determined by the participating employer and reflected in the Special Rules of the Sub-fund.

Salary definitions

Salary refers to pensionable salary except where the employer has specified a separate risk salary. In this case the salary as used in sections 4 and 5 of this document refers to risk salary.

Death benefits

The member's individual account value in the Fund is payable when he/she dies.

A committee approves the payment of death benefits due to beneficiaries of deceased members in terms of Section 37C of the Pension Funds Act, No 24 of 1956. Where the Trustees are of the opinion that it would not be in the interest of a minor beneficiary that his/her benefit be paid to his/her parent or guardian, the benefit may be paid to a registered beneficiary fund. The Trustees have approved the use of the Sanlam Trust Beneficiary Fund. The Board of Trustees will only be able to pay the benefits allocated to minor beneficiaries into a trust in very limited circumstances, e.g. where the member has nominated a trust to receive the benefits on behalf of the minor.

Insured benefits

The Standard and Comprehensive Options permit each participating employer to structure appropriate levels of core death benefit, disability income benefit, capital disability benefit, trauma benefit, accident benefit and family funeral benefit to best meet its employees' insurance requirements.

In addition, flexible death benefits and spouses' life cover are available under the Comprehensive Option.

Death benefits and capital disability benefits can be structured for tax purposes on either an approved or unapproved basis.

Housing loans

Standard



Comprehensive



Participating employers can apply for a housing loan facility for their members whereby a loan is granted to a member by a financial institution. The Fund then grants a guarantee in favour of the financial institution, which guarantee is secured by the member pledging to the Fund the member's individual account value. The loan may only be used for housing purposes.

The Trustees have approved housing loan facilities via ABSA Bank, Standard Bank and iKasa under the Comprehensive Option.

The Trustees' preferred home loan provider under the Standard and Comprehensive Options is iKasa Loans, a registered credit provider that aims to offer the most competitive home loan solution at the lowest interest rate possible. The product is designed to protect the member from over-indebtedness, and to comply with both the letter and spirit of the Pension Funds Act, No 24 of 1956 and the National Credit Act, No 34 of 2005.

The maximum surety in respect of all providers is 50% of the members' share at the date of application. The maximum instalment is 25% of the member's net remuneration. The minimum loan is R5 000 and the repayment period is a maximum of 20 years, but must be paid before normal retirement date.

Investments

Trustee-approved default strategies

Standard



Comprehensive

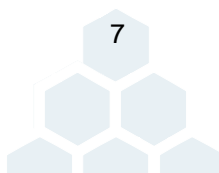


The Trustees have approved two default investment strategies, which are selected at participating employer level depending upon the investment objectives of the employer's members.

- ™ The **Lifestage Programme** is the Fund's default investment strategy. It aims over the long term to maximize retiring members' post-retirement income within acceptable risk levels,
- ™ The **Volatility Protection Strategy** is the Fund's alternative default investment strategy. It is suitable for members who wish to achieve inflation-beating real returns over the medium to long term, but who are concerned about protecting against significant short term investment losses.

The Lifestage Programme comprises much more than just the pure Lifestage model investment strategy, and aims to equip members to take control of their own financial destinies. The Lifestage Programme thus comprises additional features such as targeted member communication and financial advice, together with access to Sanlam's Reality loyalty programme - which aims to enhance members' financial fitness.

Reality is a unique financial education and empowerment programme created by the Sanlam Group, its subsidiaries and associates, including Santam. Reality can help members define their financial future and can empower them to make financial decisions. A world-class programme, Reality has an added collection of services related to homes, holidays, cars and other key areas that will revolutionise members' lives and give them the opportunity for cash back on deals. Sanlam pays the cost of Standard Reality membership for Sanlam Umbrella Fund members who have more than R250 000 invested in the Lifestage Programme. Visit www.reality.co.za to find out more about this innovative loyalty programme.





Members in the Comprehensive Option are permitted to select alternative personal investment strategies after taking the appropriate advice from a FAIS-accredited financial adviser. Members may choose between:

- TM **The 2 trustee approved default investment strategies** - the Lifestage Programme or the Volatility Protection Strategy,
- TM **16 institutionally priced investment portfolios**, including smoothed bonus, single manager and multi-manager investment options,
- TM **More than 700 retail collective investment schemes (CIS) available** on Sanlam's Glacier investment administration platform (subject to minimum product criteria). As part of this offering, members can also choose to invest the equity component of their Glacier investments in their own personalised share portfolio via Sanlam Private Investments.





GOVERNANCE

Management of the Fund

The Sanlam Umbrella Fund is managed by a Board of six Trustees, three of whom are appointed by Sanlam and three of whom are elected by the member representatives from a panel of suitably qualified industry professionals - all independent of Sanlam.

A professional Principal Officer supported by a Fund Secretariat manages the day-to-day operations of the Fund's governance and ensures compliance with all regulatory requirements.

The appointed administrator of the Fund is Sanlam Employee Benefits ("the Administrator"). Sanlam's specialist retirement fund administration business, Coris Capital, attends to the day to day administration of the Fund. The Administrator maintains the records of each member including individual account values, and processes and settles all exit benefits payable to members.

The following measures have been adopted by the Board of Trustees to ensure proper fund governance, compliance and the management of risks.

- ™ Equal member representation on both levels of decision making namely the Joint Forums at employer level and the Board of Trustees where they are represented by industry professionals who are independent of the sponsor and in a position to protect members against any potential or perceived conflicts of interests,
- ™ A trustee code of conduct (based on annexure A to PF 130),
- ™ An acceptance of Trusteeship signed by each trustee (based on form A of annexure A to PF 130),
- ™ A trustee training protocol,
- ™ A declaration of interests signed by each trustee (based on form C of annexure A to PF 130 and PF 129),
- ™ A protocol on the acceptance of gifts signed by each trustee (a departure from the narrow provisions of form B of annexure A to PF 130),
- ™ A system of appraisal to assist the board in assessing its efficiency as well as those of the Trustees (based on annexure B to PF130),
- ™ A fund governance and risk management plan, in terms of which the duties of the Trustees over the next 3 years are identified and allocated to responsible persons, with an indication of action items and 'due by' dates,
- ™ The preparation of a fund register that contains all the legal and contractual documentation of the Fund,
- ™ A year planner in which meeting dates and action items are identified,
- ™ A master process and format for the agenda and minutes at each trustee meeting to ensure that



matters are prioritised and are receiving the Trustees' attention and that all actions and decisions are recorded,

- ™ A range of protocols to clarify processes and procedures, and to identify the persons responsible for overseeing and ensuring compliance.

The Trustees have delegated certain duties to sub-committees each comprising the relevant specialist skills. In doing so, the Trustees remain responsible for the entire operations of the Fund, and the sub-committees report to the Trustees via the Principal Officer and Fund Secretariat. The appointed sub-committees are as follows:

- ™ An Administration Sub-committee,
- ™ An Audit & Risks Sub-committee,
- ™ A Communication Sub-committee,
- ™ A Complaints Sub-committee,
- ™ A Death Benefits Allocation Sub-committee,
- ™ An Insured Benefits Management Sub-committee,
- ™ An Investments Sub-committee.

Joint Forums

All participating employers must establish a Joint Forum comprising employer and member representatives for each Sub-fund. Member representatives from every Joint Forum are invited to attend the Annual General Meeting where they will be given the opportunity to elect the independent Trustees of the Sanlam Umbrella Fund.

Joint Forums are designed to facilitate the process of consultation and decision making between the participating employer and its employees in respect of their group retirement benefits within the spirit of the Labour Relations Act, No 66 of 1995. The Joint Forum is convened and chaired by the Contracted Benefit Consultant, who guides the Forum to ensure the Sub-fund's benefit structure remains relevant.

The Joint Forum is not responsible for the operation and management (fund governance) of the Sanlam Umbrella Fund. This remains the duty of the Board of Trustees.

The Trustees recommend that every Sub-fund should hold an initial Joint Forum meeting within 4 months of the establishment of the Sub-fund to review the installation process and the associated communication to members, and should thereafter meet at least once every year. In the case of smaller Sub-funds, the Trustees accept that it might be appropriate and cost effective for the Joint Forum to meet on a biennial basis.

The Employer has the right to consider, approve or disapprove any decision made by the Joint Forum that might have an effect on the company's finances or its labour relations. The employer remains the contracting party in its communication with the Fund and other relevant service providers to the Fund.

Equal member representation on the Board of Trustees

All member representatives are invited to an Annual General Meeting. At this meeting they can meet the Trustees face to face and question them on their report. In addition members are entitled to elect member representative Trustees from a list of industry specialists that are independent of the sponsor. These member-appointed independent Trustees have the knowledge, training and independence to protect members against any possible conflict of interest.

A panel of independent candidates is short-listed by the Principal Officer taking into account qualifications, knowledge, and experience, and with the proviso that candidates must be entirely

independent of Sanlam and not associated with a competitor umbrella fund product offering. The written CVs of all candidates are distributed to every Joint Forum along with a ballot paper, and the member-elected representatives at each Joint Forum (maximum two per participating employer) can vote for their preferred candidates either directly by a secret ballot at the Sanlam Umbrella Fund's AGM, or alternatively by postal vote. The member-elected Trustees are then elected based on number of valid votes received by the election closing date following a counting of votes by the Fund Secretariat.

Sanlam's corporate governance policy and practice

The Sanlam Board of Directors is committed to the principles of the Code of Corporate Practices and Conduct as set out in the King Report on Corporate Governance (King II), and to the highest level of corporate governance and best practice. Sanlam sees value in subscribing to a system whereby ethics, personal and corporate integrity and governance practices set the standards for compliance.

The directors of Sanlam are of the opinion that Sanlam complies with and has applied the requirements of King II in all material respects.

More information regarding corporate governance is available on request or you can visit us at www.sanlam.co.za.

Sanlam's black economic empowerment status

Sanlam's broad based black economic empowerment strategy is based on the collective effort of all businesses in the group to implement BEE insofar as it pertains to ownership, management, employment equity, skills development, preferential procurement, empowerment financing, access to financial services, enterprise development, and corporate social investment.

Sanlam uses 2 formats to measure its BEE status:

- ™ National Empowerment Rating Agency: Sanlam received an A rating – the highest possible rating a financial institution can achieve – from the National Empowerment Rating Agency for our BEE status based on the Financial Sector Charter (FSC) reporting process. This will imply 100-125% recognition for procurement purposes. A copy of the certificate is available on request.
- ™ Department of Trade and Industry Codes: Sanlam rates as a level 4 contributor, based on the DTI codes balanced scorecard published by the Department of Trade and Industry (DTI). This will imply 100% recognition for procurement purposes. The FSC is currently being harmonized with the DTI codes of practice and once finalized will provide the sole basis for the measurement of empowerment credentials in the financial sector.

Ubuntu-Botho Investments (Pty) Limited, our BEE partner at Sanlam Group level, was born out of our strategy to reapply the principles of mutual co-operation – the original principles upon which Sanlam was founded 90 years ago and has grown so successfully. In Africa, mutual co-operation is embodied in the terms “ubuntu” and “botho” (Nguni and Sotho, respectively), meaning, “*I am because you are*”. Behind these words lie humanity, respect, good values and the understanding that each one of us is inextricably a part of the community around us.

Three shareholder groupings make up Ubuntu-Botho Limited:

- ™ Sizanani-Thusanang Helpmekaar (55%),
- ™ The Sanlam Ubuntu-Botho Community Development Trust (20%), and
- ™ Broad-based BEE Groups (25%).

Further information on BEE, Ubuntu-Botho and Sustainable development in Sanlam is available on our website www.sanlam.co.za / sustainability report.



INSURED BENEFITS

The insured benefits mentioned below are a summary of all the benefits available in the Fund and may not necessarily apply in respect of a specific Sub-fund.

Insurers

The Trustees have approved two insurance companies, being Sanlam and Capital Alliance (“the Insurers”) to underwrite the Sanlam Umbrella Fund’s risk pool.

The quotation system has been designed so that participating employers and members enjoy the benefit of having each insured benefit component automatically placed with the Insurer, which in the opinion of the sponsor, offers the most competitive premium rates for similar terms and conditions. The placement of insured benefits between the Insurers is reviewed on an annual basis to protect the interests of members.

The Trustees have appointed an Insured Benefits Management Sub-committee, including an actuary and other suitably qualified professionals, to continually review the management of the risk pool so that members’ interests are protected via sound actuarial risk management practices. To the extent that these aims are achieved, members will benefit by way of competitive insured benefit premium rates which are determined, taking into account actual claims experience.

Death benefits

Each participating employer can select from the following options:

Conventional group life insurance benefit

Standard



Comprehensive



Cover is expressed as a multiple of salary for all members in a particular category. The participating employer selects the appropriate multiple per category of membership.

Cover ceases at the earlier of normal retirement age or attainment of age 65. The participating employer can elect to continue cover until age 70.

Death benefits are charged as a fixed unit rate per R1 000 of cover per month purchased.

Reinforced group life insurance benefit

Standard



Comprehensive

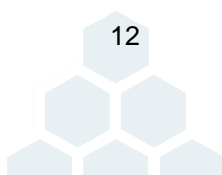


The conventional group life cover is reduced by the member’s share to reduce costs.

Cover is expressed as the greater of the member’s share in the Fund and a fixed multiple of salary (i.e. the amount insured will be equal to a multiple of salary minus the member’s share in the Fund.)

Cover ceases at the earlier of normal retirement age or attainment of age 65. The participating employer can elect to continue cover until age 70.

Death benefits are charged as a fixed unit rate per R1 000 of cover per month purchased.





This option offers a selected level of compulsory “core” cover for all members. Individual members may elect additional levels of life cover, over and above the core death benefit. The additional premiums will be deducted from the employer contribution allocated for this purpose (any balance will be allocated to retirement provision for the member). Members who choose this option will not be charged an additional administration fee or selection charges.

The ratio of core versus flex may not exceed 1:3. The cost for the flexible life cover is determined by applying a quoted premium rate per age band and gender per R1 000 cover per month to the selected flex cover.

Members may choose flexible life cover in multiples of 0,5 x annual salary to the applicable maximum according to his or her own choice, within three months of each of the following events:

- ™ Commencement date,
- ™ Marriage,
- ™ Birth or legal adoption of a child.

Thereafter, members have the choice to reduce their optional life cover each year on the revision date of the Sub-fund.

After cover has been reduced, it can be increased only if the choice is made within three months of the following events:

- ™ Marriage, in which case the maximum (per age band if applicable) can be chosen; or
- ™ Birth or legal adoption of a child, in which case an increase of 0,5 x annual salary or 1 x annual salary may be chosen subject to the maximum flex cover.

Members who are 55 years and older, who wish to choose flex cover, must provide satisfactory proof of insurability.

Cover ceases at the earlier of normal retirement age or attainment of age 65. The participating employer can elect to continue cover until age 70.

Please note – In the event of a take over (existing business moving from another underwriter to Sanlam) the transferring members will be allowed to select cover up to a maximum of the core plus flex cover level previously enjoyed.

Capital disability benefit



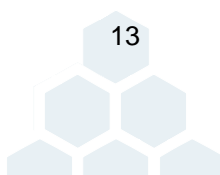
A lump sum is payable after a waiting period of six months if the member is totally, permanently and continuously prevented, even with further in-service training:

- ™ from following the regular occupation which he/she practised immediately before; and,
- ™ from following the occupations which he/she, in view of his/her training and experience, may reasonably be expected to follow,

and experiences loss of income. (The lump sum will be reduced pro rata over the last five years before the normal retirement age.)

The maximum benefit available is the lesser of 8 x annual salary or R5 000 000. Cover ceases at the earlier of normal retirement age or attainment of age 65 for all members, but upon age 60 for drivers, pilots and sales representatives.

The capital disability benefit is charged as a fixed unit rate per R1 000 of cover per month.



Disability income benefit

Standard



Comprehensive



Disability is defined as when the member:

- ™ is totally and continuously prevented from following his/her regular occupation in the first 24 months of disablement including the waiting period, and thereafter,
- ™ is also totally and continuously prevented, with or without further in-service training, from following the occupations for which he/she is reasonably eligible by virtue of his/her training and experience.

Participating employers can select from the following alternatives:

Alternative 1:	Alternative 2:
<p>The maximum insured income will be equal to:</p> <p>75% of the first R12 000 monthly salary, plus</p> <p>50% of the monthly salary in excess of R12 000, plus</p> <p>during the first two years of disability (including waiting period), 25 % of first R12 000 monthly salary</p> <p>The monthly benefit is subject to a total maximum of R15 000. The Employer Premium Waiver benefit, is limited to a maximum of R2 200 per month.</p>	<p>The maximum insured income will be equal to:</p> <p>75% of the monthly salary.</p> <p>The monthly benefit is subject to a total maximum of R100 000, excluding the Employer Premium Waiver benefit, for which an additional amount of up to R21 000 per month, is insured.</p>

- ™ The waiting period may be three, six or twelve months,
 - ™ Growth is available to the smaller of the chosen percentage (0%, 3%, 5%, 7.5% and 10%) and the increase in the consumer price index,
 - ™ Waiver of employer's contributions for retirement benefits is automatically included,
- (Please note: In the event of a disability claim, the percentage waiver of employer's contributions insured at claim stage, in respect of retirement benefits, will be paid to the Fund. The employer will be liable for any difference in the contributions if the actual percentage contribution rate is more than the percentage contribution rate insured and the insurer had not been requested to insure the higher percentage rate.)*

Cover ceases at earlier of normal retirement age or attainment of age 65.

The disability income benefit is charged as a percentage of salary.

Accident benefit

Standard



Comprehensive

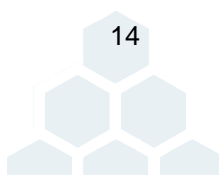


This option offers an additional lump sum at death as a result of an accident. The benefit is expressed as a percentage of core group life cover.

The following options are available:

- ™ 50% of core group cover,
- ™ 100% of core group cover.

A benefit may be claimed when the death of the life insured resulted directly and solely from a bodily injury caused by an accident and if the claim event (i.e. death) takes place within 12 months after the bodily injury (i.e. accident).



The maximum benefit available is the lesser of 6 x annual salary or R1 800 000. Cover ceases at the earlier of normal retirement age or attainment of age 65.

Accident benefits are charged as a fixed unit rate per R1 000 of cover per month purchased.

Family funeral benefit

Standard



Comprehensive



The maximum age at entry for the principal member or spouse is before the age of 65 years.

All cover ceases at the first of the following events

- ™ When the principal member dies; or,
- ™ When the principal member ceases to be an employee; or,
- ™ When the principal member reaches the normal retirement age (or age 70 if applicable); or
- ™ When a monthly premium is not paid; or
- ™ If the scheme is dissolved.

The coverage amount can be selected, in multiples of R1 000, from R3 000 up to R30 000. Benefits are paid in respect of the death of the principal member, qualifying spouse or qualifying children according to the following scale:

- ™ Principal member, qualifying spouse or qualifying children aged 14 and over are covered for 100% of the selected coverage amount,
- ™ Qualifying children aged 6 and over but younger than 14 are covered for 50% of the selected coverage amount,
- ™ Qualifying children younger than 6 and still-born children are covered for 25% of the selected coverage amount.

Benefits and premiums are payable up to the normal retirement age of the principal member. The participating employer can elect to continue funeral cover and premiums until age 70.

When the principal member dies, cover for the member's qualifying spouse and qualifying children ceases.

The funeral benefit is charged as a fixed rand amount per member per month.

Burial repatriation benefit

Standard



Comprehensive



This benefit is offered free of charge, on the death of the principal member or family members covered by our Group Life Insurance or Group Funeral Aid Schemes.

The benefit provides for transport of the deceased via road or air:

- ™ From anywhere in South Africa, Lesotho, Swaziland, Zimbabwe, Botswana, Namibia or Mozambique (south of the 22^o latitude),
- ™ To the funeral home closest to the place of burial in South Africa.

Trauma benefit

Standard

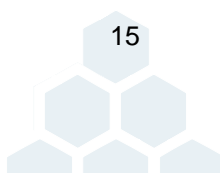


Comprehensive



Group Trauma Insurance pays a benefit only once, on the diagnosis of a traumatic illness.

A waiting period of seven days will apply immediately after the date on which the traumatic illness was diagnosed. Should the member contract a traumatic illness and die before the end of the waiting period, no trauma benefit will be payable.



The maximum cover available is the lesser of 3 x annual salary or R1 000 000. The following traumatic events are covered:

- TM Chronic renal failure,
- TM Paraplegia,
- TM Myocardial infarction,
- TM Blindness (two eyes),
- TM Organ transplant,
- TM Major burns,
- TM Stroke (excluding a stroke resulting from external injuries),
- TM Coronary artery bypass surgery (excluding other procedures on the coronary vessels like percutaneous transluminal angioplasty or laser therapy),
- TM Deep coma (excluding a coma which is artificially induced for purposes of ventilation),
- TM Cancer, excluding:
 - Carcinoma in situ, like carcinoma in situ of the cervix,
 - All skin cancers (except malignant melanomas with Clark level 2 or more depth invasion),
 - Early prostatic cancers, medically classified as TNM class T1(a) or T1(b) or equivalent; and,
 - Kaposi sarcoma.

Cover ceases at the earlier of member's normal retirement age or attainment of age 65 of the member.

The trauma benefit is charged as a fixed unit rate per R1 000 of cover per month.

Spouse's life cover

Comprehensive



Spouse's life cover is a lump sum equal to 1 x or 2 x annual salary (but not more than the member's group life cover) that becomes payable to the member on the death of his/her spouse. Cover ceases at the earlier of the member's normal retirement age or attainment of age 65, the death of the member, the exit of the member from the Fund, or in the event of divorce. The spouse's life cover is charged as a fixed unit rate per R1 000 of cover per month.

Cover during disability

Standard



Comprehensive



While a member receives a disability income, the death benefit, spouse's cover and funeral benefits that applied before disability, will remain applicable. The trauma cover will be continued during disability as a result of an event other than a defined traumatic disease. Premiums have to be continued. Life cover during disability, for future and current disability claimants, will increase each year at a rate equal to the selected disability increase growth rate subject to a maximum of the increase in the Consumer Price Index.

Conversion options

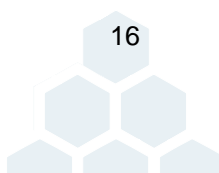
Standard



Comprehensive



- TM When a member retires or withdraws from the Fund, he/she has the option to take out a similar individual policy (life insurance, lump sum disability or disability income benefit) with the Insurer, without providing evidence of good health. This policy must be effected within 2 months after the member's last working day. The option for lump sum disability insurance and the disability income benefit is available only before age 55 years and for the life insurance as specified in the quotation.



- TM The spouse has the option at divorce, death, withdrawal, retirement or benefit cessation age of the member, whichever event may occur first, to affect a similar individual policy (life insurance) with the Insurer without providing evidence of good health.
- TM The maximum benefit in terms of these options may not exceed the maximum benefit that applies to similar individual policies. It may therefore be less than the maximum that applies immediately before the date of withdrawal or retirement.
- TM This individual policy is subject to the requirements, limitations and conditions that apply to HIV/Aids normally imposed by the Insurer when taking out a similar new individual insurance.
- TM When flexible insured benefits is introduced by a participating employer and, as a result, a member forfeits cover due to capping, a conversion option will be granted. This is subject to the terms and conditions of the Insurer when granting conversion options, at a price to be paid by the Fund, scheme, employer or the employee. This option will be available only at date of commencement of flexible insured benefits and not later as a result of capping.



5

UNDERWRITING CONDITIONS FOR INSURED BENEFITS

General

Membership

Quotations are only for eligible employees under the normal retirement age and who are actively employed by the participating employer. In the opinion of the Insurers, an actively employed member should be capable of performing his/her normal duties with the employer. In the case of take over of an existing fund where members past normal retirement age were covered, members falling into this category are eligible provided such continued cover is indicated on the quotation.

Cover will take effect from the date on which membership commences and applies 24 hours a day.

In the event that a quotation is accepted after the effective date of commencement, any insurance claim that is submitted and that occurred prior to the employer's signature of the Confirmation of Acceptance shall not be admitted unless the Insurer agrees to admit the claim on an ex-gratia basis. The Insurer's decision in such circumstances shall be final and binding.

Absence from work

The insured benefits of a member who is absent from work (because of sickness or an accident) on the date on which his membership commences, will take effect only on the date on which he/she resumes his/her normal duties with the employer.

The member will not be covered if he/she dies before he/she is capable of resuming his/her normal duties. The Insurers will decide whether the employee is fit to do his/her normal duties, and may require relevant proof and information in this regard before admitting a claim.

Take-over of existing benefits

The Insurers will take over the present insured benefits of all existing members of the participating employer.

Should any benefits change as a result of the take-over, the lesser of the previous or the new benefits will apply to members, other than existing or pending disability claimants, who are not "actively in service" on the take-over date.

The commencement with regard to the participating employer will be a date (first day of a month) following the notice of acceptance.

Existing disability claimants

Existing disability claimants need to be identified at the quotation stage and quoted as a separate category so that their quoted cover can be identified.

Members who work outside the borders of the RSA

The Insurers can provide cover for members who work temporarily outside the borders of the RSA, based on the following conditions:

- ™ Only a maximum of 10% of the members should be working outside the RSA,
- ™ All payments to and from the Insurers will be in RSA currency,
- ™ Cover and premiums will continue for a period of 12 months, at the same level as before these members started working outside the RSA. If the cover needs to be extended, after 12 months, the employer needs to advise the Insurers and new conditions, if any, will be confirmed,
- ™ The cover will automatically cease after 24 months. If necessary, new arrangements will have to be negotiated at that stage,
- ™ The Insurers require a schedule of these members indicating the following, in addition to the general member information:
 - The country,
 - Nature of work responsibilities,
 - The expected period of stay,
- ™ These members must remain on the local payroll.
- ™ The Insurers reserve the right to have the final assessment of disability claims done locally.
- ™ The normal territorial limitations with regard to claims in payment will apply.

Definitions

Qualifying spouse

A qualifying spouse in the case of an employee means the person with whom he/she is joined in marriage. If an employee is joined in marriage with two or more persons, qualifying spouse means only that one of them whom the employee nominated in a written document submitted to the employer during the person's life. Once a nomination has been made, it remains in force as long as the employee is joined in marriage with the nominated person.

Marriage means:

- ™ a marriage or union in accordance with the Marriage Act, 1961, the Recognition of Customary Marriages Act, No 120 of 1998, or the Civil Union Act, No 17 of 2006, or the tenets of a religion; or
- ™ a union where two persons are living together as if married, with the commitment of continuing to do so permanently provided that:
 - they have been doing so for at least 6 months; and
 - in the format prescribed by the employer from time to time, they applied in writing to the employer, before the death of any one of them, for their union to be registered by the employer.

Qualifying child

A qualifying child in the case of an employee (principal member) means his/her qualifying child or his/her qualifying spouse's child. This includes a legally adopted child, a stepchild, a foster-child and a posthumous child, who is dependent on the principal member, provided that the child:

- ™ is unmarried and has not reached the age of 21 years; or

- TM is unmarried, has not reached the age of 26 years and is a full-time student at an educational institution of a public nature; or
- TM is incapacitated by a physical or mental infirmity from maintaining him-/herself; and
- TM is nominated in the required format before the risk is accepted,
- TM except a stepchild who on the date of the member's death was not dependent on the deceased for maintenance to any extent.

Still-born child

A still-born child means a child that has had at least 26 weeks of intra-uterine existence, but showed no sign of life after complete birth.

Family funeral benefit

On the date of commencement, the employer must provide a membership list indicating the names and dates of birth of the principal members. Full statistics of principal members under the scheme must be sent to the Administrator once a year.

Pre-existing health conditions

If existing underwritten business is taken over, the entry date for the members is the date on which membership with the Insurers or with the previous insurer commenced. Should any benefits change because of the take-over, the smaller of the previous or the new benefit will apply.

Disability benefit

The benefit does not apply if the date on which the disability started occurs within 12 months (60 months for municipalities) of the entry date and the disability arises directly or indirectly from/or is traceable to:

- TM A bodily injury which occurred; or
- TM A diseased condition of which the member was aware or experienced symptoms or for which the member received medical treatment;

during the six months (thirty six months for municipalities) immediately before the entry date.

The disability definition for drivers and pilots is as follows:

- TM **Lump sum benefit** – The member must be unable to follow any occupation and the benefit is only available up to age 60.
- TM **Income benefit** – The member must be unable to follow any occupation. The benefit is only available up to age 60.

The disability definition for sales representatives is as follows:

- TM **Lump sum benefit** – The standard disability definition applies. The benefit is only available up to age 60.
- TM **Income benefit** – The member must be unable to follow his/her regular occupation in the first two years, and a suitable occupation thereafter. The benefit is only available up to age 60.

Trauma benefit

No claim for a specific traumatic disease shall be paid if a member had suffered from that traumatic disease prior to the entry date.

A claim for a specific traumatic disease, which the member suffered within two years after the entry date, shall also not be admitted if that traumatic disease had been directly or indirectly caused by or can be traced to a disease condition of which the member had been aware or had experienced symptoms or received medical treatment within the two years prior to the entry date.

Maximum income after disablement

The maximum average monthly income that a member will receive from all sources after disablement will not exceed 75% of his/her monthly salary before disablement. For these purposes, a lump sum disability benefit divided by 120 will be regarded as a regular monthly income.

The Fund will exclude the following receipts when determining a member's average monthly income after disablement:

- ™ Lump sum receipts (including any receipt expressed as a capital amount payable in instalments over a period of ten years or less), of which the aggregate does not exceed the larger of R340 000 or 2.5x the member's annual salary as on the commencement of the total and/or permanent disability,
- ™ During the period of two years, on the commencement of total and/or permanent disability, regular receipts, which in total are not more than a monthly receipt of 25% of the member's average monthly earnings before disability.

Claim conditions

The participating employer must submit claims in writing to the Administrator, using the claim forms provided, within the timeframes set out in the policy.

The Insurer may from time to time insist on further requirements before considering a claim. If applicable, this information will be requested in a separate letter.

No benefit will be paid if the Insurers are not notified of the claim within six months of the event. In the case of the Disability income benefit, no benefit will be paid if the Insurers are not notified of a claim or potential claim within three months immediately following the earlier of the event giving rise to a claim or the member's last working day.

At termination of the Sub-fund, a period of six months will be allowed in which notice can be given of claims that occurred before the termination date.

No insured benefits will be paid unless the claim is approved and settled by the Insurer.

Trauma benefit

- ™ The benefit payable is limited so that the aggregate amount which is paid in terms of similar benefits from all sources does not exceed R2 000 000.
- ™ All costs related to submitting the claim for traumatic illness must be covered by the member and/or the employer.

Family funeral benefit

- ™ A claim form and the original official death certificate or an original certified copy of the official death certificate must be sent to the Insurers.

Exclusions

Except where the policy provides otherwise, no benefit will be paid in the event of

- ™ Any disability claim where the member's occupation is that of a professional sportsman / sportswoman or a professional diver,
- ™ In respect of disability, no benefit will be payable in the event of a condition being attributable to the member having negligently or wilfully exposed himself / herself to danger, except in the interests of the law or to protect his / her or another's life or property,
- ™ In respect of disability, no benefit will be payable in the event of a condition being attributable to intentional self-inflicted injury; and that can be substantially removed by surgery or any other medical treatment which, taking into account the risk and the prospect of success of that treatment, the member can reasonably be expected to undergo,
- ™ The following exclusion in respect of war and terrorism will apply:
 - Death or disability that occurs as a direct or indirect consequence of active participation in war, invasion, acts of foreign enemies, hostilities, warlike operations (whether war be declared or not), civil war, rebellion, revolution, insurrection, civil commotion assuming the proportions of or amounting to an uprising, military or usurped power;
 - Death or disability as a direct or indirect consequence of:
 - the use of nuclear, biological or chemical weapons, or any radioactive contamination; or
 - attacks on or sabotage of facilities (including, but not limited to, nuclear power plants, reprocessing plants, final repository sites and research reactors) and storage depots, which lead to the release of radioactivity or nuclear, biological or chemical warfare agents,irrespective of whether any of the above has been performed with the specific use of information technology.

Cover free of medical evidence (Free Cover Limit)

When determining a Free Cover Limit, the benefits chosen as well as the data that applies at that stage is considered. No evidence of health and insurability will be required for an amount of cover less than or equal to the Free Cover Limit.

The Insurers will only give a member cover in excess of the Free Cover Limit, after the member has provided evidence of good health and insurability. If the evidence is not acceptable, the excess cover may be given subject to special terms and conditions and/or extra premiums agreed to by the Insurers and the policyholder, or may be declined.

The Free Cover Limit assumes that at least 80% of all qualifying employees will join the Fund on the commencement date.

Takeover of cover

The Insurers will take over the cover of members who have already provided proof of insurability to the previous insurer. Future increases are, however, subject to the Insurers' underwriting conditions (20% rule). Existing loadings and/or limitations will also be taken into account by the Insurers and must be disclosed at the date of take-over.

Existing cover, for which no proof of insurability was provided, i.e. cover under the previous insurer's proof-free limit, will also be taken over. However, for any future increase in the existing cover, satisfactory proof of insurability will be required.

Municipalities

All existing members will qualify. For new members, members aged 55 years and older must provide abbreviated details for proof of insurability.

Core and flex cover

- ™ The Free Cover Limit is first calculated on the compulsory cover and then applied pro rata to the optional cover. Should a member's compulsory cover exceed the Free Cover Limit, pro rata proof of insurability will be needed on any optional cover of the member's choice. In other words, if no proof of insurability is needed for the core cover, then no proof is needed for the optional cover (irrespective of the optional cover chosen – please keep in mind that there is a maximum optional cover that may be chosen).
- ™ Increases in cover for marriage and births will be proof-free, but subject to any requirements that apply to the compulsory cover, except for members aged 55 and older, who will need to submit satisfactory proof of insurability.

Example: These are for illustration purposes only	
Example 1: No proof of insurability is required	
Free Cover Limit	= R1 200 000 (based on compulsory core cover of 2 x annual salary)
Compulsory cover	= 2 x annual salary: 2 x R500 000
	= R1 000 000
Thus, no proof of insurability is needed for the core cover because the core cover is less than the Free Cover Limit of R1 200 000 and therefore no proof is needed for the optional cover (irrespective of the optional cover chosen). Please keep in mind that there is a maximum optional cover that may be chosen.	
Example 2: Proof of insurability is required	
Free Cover Limit	= R1 200 000 (based on compulsory core cover of 2 x annual salary)
Compulsory cover	= 2 x annual salary: 2 x R700 000
	= R1 400 000
Optional cover chosen	= 3 x annual salary: 3 x R700 000
	= R2 100 000
Total cover	= 5 x annual salary: 5 x R700 000
	= R3 500 000
The core cover exceeds the Free Cover Limit of R1 200 000, therefore proof of insurability is required:	
The Free Cover Limit based on the core cover plus the optional cover will be equal to $R1\ 200\ 000 \div 2 \times 5 = R3\ 000\ 000$.	
Therefore proof of insurability is required on $R3\ 500\ 000$ (cover required) minus $R3\ 000\ 000$ (Free Cover Limit) = $R500\ 000$.	

For groups with less than 100 members, proof of insurability is required for any flex cover. If more than 80% of the members choose flex cover, the Insurers will consider providing a quotation for a proof-free limit.

Waiving of free cover requirements in the first three months

The Free Cover Limit in the first three months is waived. This means that a member will be covered for his or her full entitlement during the first three months. The waiving of the free cover requirements in the first three months is subject to the following:

TM A member must be actively employed by the employer.

TM It is applicable in the following situations:

- In respect of new entries, i.e. new staff joining the employer,
- In case of salary increases to members and their cover is not already limited,
- In case of a change in the benefit structure to members and their cover is not already limited,
- When a new Sub-fund is established and certain members' cover exceeds the Free Cover Limit on the commencement date,

The waiving of the Free Cover Limit requirements is not applicable in the case where there is a take-over of cover from another insurer for those members whose cover exceeds the Free Cover Limit on the commencement date.

TM The premium must be paid on the full cover for the first three months,

TM The salary on which a claim is based will be less than or equal to the actual salary paid,

TM Any claim, which may be lodged within three months from the commencement of the Sub-fund / amendment date, will be limited to the Free Cover Limit, if the claim is related to an illness or injury which occurred within six months before the commencement date.

When satisfactory proof of insurability has been provided within the three-month period, the cover applies as determined by the Insurers.

6 TAXATION AT A GLANCE

The Sanlam Umbrella Fund offers a number of tax savings, both for employers and employees.

Taxation legislation is complex and subject to change. It is therefore vital for participating employers and members to be advised on the appropriate tax structuring of contributions and insured benefits from a tax specialist. The participating employer must ensure that all benefits are taxed correctly by their payroll system.

Below is a table which briefly sets out the tax implications on various benefits/contributions. It must be noted that the table below in so far as it relates to lump sums on withdrawal, reflects the new tax regime as set out in the draft Taxation Laws Amendment Bill and which will apply to all lump sums withdrawn from the Fund from 1 March 2009. The tax exempt amount (R22 500 in case of withdrawal and R300 000 in case of retirement/death) is a lifetime amount. In applying the tax tables all previous lump sums received or accrued will be taken into account. It is envisaged that the Bill will be tabled in parliament during 2009 and promulgated without further changes regarding the proposed new taxation tables reflected below.

Employer contributions	Tax-deductible up to 20% of remuneration																
Employee contributions	Tax-deductible up to 7.5% of remuneration for pension funds (nil deduction for provident funds)																
Past service contributions by employees	Tax-deductible up to R1 800 per year for pension funds (nil for provident funds)																
Interest and net rental income earned within the Fund	No tax is payable																
Realised and unrealized capital gains earned within the Fund	No tax is payable																
Pensions purchased upon retirement	Pensions are taxable at marginal rates of tax in the year payable																
Lump sum on retirement	<table> <tbody> <tr> <td>R 0</td> <td>– R 300 000</td> <td>:</td> <td>0%</td> </tr> <tr> <td>R 300 001</td> <td>– R 600 000</td> <td>:</td> <td>18%</td> </tr> <tr> <td>R 600 001</td> <td>– R 900 000</td> <td>:</td> <td>27%</td> </tr> <tr> <td>R 900 001</td> <td>+</td> <td>:</td> <td>36%</td> </tr> </tbody> </table>	R 0	– R 300 000	:	0%	R 300 001	– R 600 000	:	18%	R 600 001	– R 900 000	:	27%	R 900 001	+	:	36%
R 0	– R 300 000	:	0%														
R 300 001	– R 600 000	:	18%														
R 600 001	– R 900 000	:	27%														
R 900 001	+	:	36%														
Lump sum on death	<table> <tbody> <tr> <td>R 0</td> <td>– R 300 000</td> <td>:</td> <td>0%</td> </tr> <tr> <td>R 300 001</td> <td>– R 600 000</td> <td>:</td> <td>18%</td> </tr> <tr> <td>R 600 001</td> <td>– R 900 000</td> <td>:</td> <td>27%</td> </tr> <tr> <td>R 900 001</td> <td>+</td> <td>:</td> <td>36%</td> </tr> </tbody> </table>	R 0	– R 300 000	:	0%	R 300 001	– R 600 000	:	18%	R 600 001	– R 900 000	:	27%	R 900 001	+	:	36%
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R 300 001	– R 600 000	:	18%														
R 600 001	– R 900 000	:	27%														
R 900 001	+	:	36%														

Lump sum on withdrawal	<p>R 0 – R 22 500 : 0%</p> <p>R 22 501 – R 600 000 : 18%</p> <p>R 600 001 – R 900 000 : 27%</p> <p>R 900 001 + : 36%</p> <p>Amounts transferred to preservation funds or other approved pension, provident or retirement annuity funds will not be taxed except a pension to provident fund transfer.</p>
Unapproved lump sum insured benefits	<p>Premiums are not tax-deductible by employees, and fringe benefit tax is payable if the employer pays these premiums on behalf of employees. The employer may claim a deduction as an operational expense. Benefits are not subject to income tax on payout.</p>



INVESTMENT MENU

The Trustees have approved two default investment strategies that can be chosen as a default investment strategy at participating employer level depending on the expressed investment objectives.

Lifestage Programme

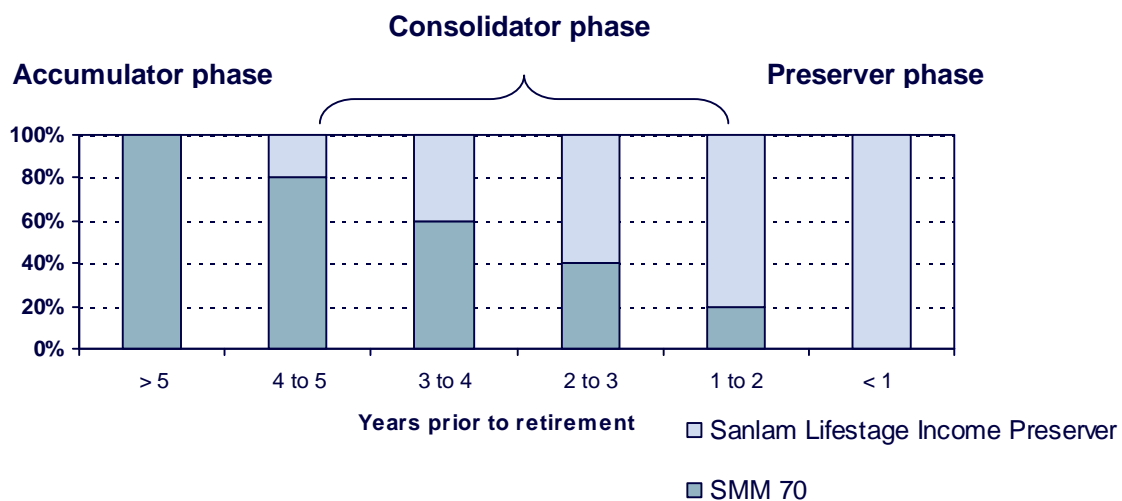
A Lifestage model is the Fund's trustee-approved default investment strategy. The Lifestage model is intended to be a suitable strategy for members whose aim is to maximise post-retirement income subject to acceptable risk. The Trustees select the investment portfolios underlying the Lifestage model investment strategy, and also the switching rules in the period leading up to retirement, and review these from time to time working together with investment experts and the appointed investment consultants.

This Lifestage model investment strategy thus comprises of the investment component of the Fund's Lifestage Programme.

The Lifestage Programme comprises two underlying risk-profiled portfolios. These portfolios utilise a specialist manager approach whereby a range of best-of-breed underlying managers are selected to manage within specific assets classes and investment mandates in a risk-controlled environment. Members invested in the Lifestage model will be automatically switched between the two underlying portfolios as per phasing rules in the pre-retirement phase as approved by the Trustees.

There are three underlying phases, and members invested in the Lifestage Programme will be switched automatically between the three phases as they near retirement:

- ™ Accumulator phase
- ™ Consolidator phase
- ™ Preserver phase



Lifestage Programme	Years to retirement age	Underlying portfolios	
		SMM 70	Sanlam Lifestage Income Preserver
Accumulator phase	> 5	100%	-
	4 – 5	80%	20%
Consolidator phase	3 – 4	60%	40%
	2 – 3	40%	60%
	1 – 2	20%	80%
Preserver phase	< 1	-	100%

It is important to appreciate that the Sanlam Lifestage Income Preserver aims primarily to protect the value of a member's pension to be purchased upon retirement, which value varies with changes in the level of long term interest rates. Members in the preserver phase who at that stage decide that their primary aims are not protecting the value of their pension, but rather capital protection or high growth should then consider switching to other portfolios more suited to these objectives.

The Trustees review the investment strategy of the Lifestage Programme continually, and will make periodic changes to the underlying investments in line with the objectives of the strategy.

The Lifestage Programme comprises much more than just the pure Lifestage model investment strategy, and aims to equip members to take control of their own financial destinies. The Lifestage Programme thus comprises additional features such as targeted member communication and financial advice, together with access to Sanlam's Reality loyalty programme - which aims to enhance members' financial fitness.

Reality is a unique financial education and empowerment programme created by the Sanlam Group, its subsidiaries and associates, including Santam. Reality can help members define their financial future and can empower them to make financial decisions. A world-class programme, Reality has an added collection of services related to homes, holidays, cars and other key areas that will revolutionise members' lives and give them the opportunity for cash back on deals. Sanlam pays the cost of Standard Reality membership for Sanlam Umbrella Fund members who have more than R250 000 invested in the Lifestage Programme. Visit www.reality.co.za to find out more about this innovative loyalty programme.

Volatility Protection Strategy

The Trustees have approved an alternative default investment strategy suitable for members who wish to achieve inflation-beating real returns over the medium to long term, but who are particularly concerned about protecting against significant short term investment losses. The strategy will most likely result in lower returns than the Lifestage Programme over the long term as a consequence of the implicit cost of the underlying guarantees and lower effective equity exposure. Nonetheless, the Trustees recognise that such a strategy is suitable for many members – particularly those members who are not financially sophisticated and who might not appreciate that a high equity exposure inevitably implies some risk of capital loss over the short term.

The Trustees review the investment strategy of the Volatility Protection Strategy continually, and will make periodic changes to the underlying investments in line with the objectives of the strategy.

The Volatility Protection Strategy currently invests all moneys in the Sanlam Monthly Bonus Fund.

Standard Option investment menu

Members on the Standard Option do not have investment choice, and all their investments in the Sub-fund are invested in the Lifestage Programme, or alternatively in the Volatility Protection Strategy for participating employers who prefer the latter as default strategy for their members.

Comprehensive Option investment menu

Members of participating employers on the Comprehensive Option have the following choices:

- ™ To remain invested in the default investment strategy (i.e. either the Lifestage Programme or the Volatility Protection Strategy) as selected by their participating employer.
- ™ To make application to instead invest in the default investment strategy (i.e. either the Lifestage Programme or the Volatility Protection Strategy) that was not selected as the default strategy by their participating employer.
- ™ To make application to instead allocate their investments between a trustee-approved range of 16 institutionally priced investment portfolios covering the full risk-return spectrum.
- ™ On commencement, or on becoming a member of the Fund, there is no charge for the member's initial choice of portfolio/s. Thereafter, if a member decides to make a change to his/her current assets and future contributions the first switch per calendar year is free and subsequent switches will be charged a switching fee of R450 (VAT inclusive) deductible from the relevant member's individual account value. However, should a member decide to make a change regarding only his future contributions, there would be no charge. The investment instruction will be implemented within 5 working days of confirmation of receipt.
- ™ To make application to instead allocate all or some of their investments to a very extensive range of more than 700 retail Collective Investment Schemes (CIS) available on Sanlam's Glacier investment administration platform subject to satisfying the minimum product criteria of Glacier.
 - At present the minimum amount for investing with Glacier is either a lump sum of R250 000 or a monthly recurring amount of R2 500.
 - As part of this offering, members can also choose to invest the equity component of their Glacier investments to design their own personalised share portfolio via Sanlam Private Investments subject to a minimum of R500 000 being allocated to the equity component. More information is available at www.glacier.co.za.

It is strongly recommended that members exercising their own investment choices, particularly members choosing investment options via Glacier, make use of a FAIS-accredited financial adviser to advise them on the basis of a written retirement investment plan. Members may either consult their participating employer's Contracted Financial Adviser, or alternatively any FAIS-accredited financial adviser of their choice. Exercising individual investment choice may have significant cost implications and members are advised to request their financial advisers to do a cost comparison between the asset management and other fees payable in respect of the participating employer's default portfolio and the alternative portfolio they consider selecting.

The Trustees have resolved that members choosing to make their own investment choices can spread their Fund investments between a maximum of 4 investment portfolios. All investments on the Glacier platform count as a single investment portfolio choice for the purposes of this rule.

The range of 16 institutionally-priced investment portfolios is as follows:

Multi-manager Range

- ™ SMM 70
- ™ SMM 60
- ™ SMM 50
- ™ SMM Absolute Return

Sanlam Investment Management Single Manager Range

- ™ SIM Balanced Fund
- ™ SIM Managed Moderate Fund of Funds
- ™ SIM Inflation Plus Fund
- ™ Sanlam Cash

External Single Manager Range

- ™ Sanlam Allan Gray Domestic Balanced
- ™ Sanlam Coronation Houseview
- ™ Sanlam Coronation Managed II
- ™ Sanlam Oasis Global Balanced
- ™ Sanlam Oasis Crescent

Index-tracking Range

- ™ SIM Enhanced Tracker Balanced Fund

Smoothed Bonus Range

- ™ Sanlam Monthly Bonus Fund
- ™ Sanlam Stable Bonus Portfolio

The objectives of each of these 16 investment portfolios are as follows:

Multi-manager Range

™ **SMM 70**

SMM 70 is managed by Sanlam Multi-Manager International and offers a focused risk profile balanced solution, aggressively positioned in the market. It has close to a 70% equity composition and aggressive tracking error. The portfolio yields higher volatility in returns and is expected to outperform portfolios with lower equity content over the long term.

SMM 70 is suitable for investors wishing to exploit the investment returns in the financial markets to the fullest and who have a generous appetite for risk. It requires a longer-term time horizon. The portfolio represents aggressively managed exposure market risk.

™ **SMM 60**

SMM 60 is managed by Sanlam Multi-Manager International and offers a moderate risk profile balanced solution, prudently positioned in the market. It has close to a 60% equity composition and medium tracking error. The portfolio provides moderate volatility in returns and is expected to be outperformed by portfolios with higher equity content over the long term, but is in turn expected to outperform lower content equity portfolios.

SMM 60 is suitable for investors wishing to exploit the investment returns in the financial markets and who have a moderate appetite for risk. It requires a longer-term time horizon. The portfolio represents moderate exposure market risk.

™ SMM 50

SMM 50 is managed by Sanlam Multi-Manager International and offers a low risk profile balanced solution, conservatively positioned in the market. It has close to a 50% equity composition and conservative tracking error. The portfolio provides low volatility in returns and is expected to be outperformed by portfolios with higher equity content over the long term.

SMM 50 is suitable for investors wishing to exploit the investment returns in the financial markets and with a relatively moderate appetite for risk. It requires a longer term time horizon. The portfolio represents more conservative exposure to market risk.

™ SMM Absolute Return

The SMM Absolute Return portfolio is a multi-managed portfolio, which aims to provide real returns to investors. The objective of the portfolio is to consistently beat the benchmark of CPIX+5% over rolling 36-month periods and to provide long-term investment income and capital growth. The portfolio will primarily invest in equities, bonds, listed property and cash instruments. It is managed using specific absolute return managers and value is added through manager selection and underlying absolute strategies.

The portfolio could be considered by investors preferring a cautious, arm's-length approach to money management; investors wishing to avoid any chance of losing money; and investors who regard financial security as highly important.

Sanlam Investment Management (SIM) Single Manager Range

™ SIM Balanced Fund

The SIM Balanced Fund invests in a wide spectrum of investments in the equity, bonds, money and property markets in order to maximise total returns over the long term. By investing in a single portfolio which diversifies across all the major asset classes, investors “outsource” the difficult decision of how much and when to invest in the different asset categories to the fund manager.

The portfolio is suitable for investors requiring capital growth via a moderate-aggressive risk balanced portfolio. Investors wishing to exploit the investment returns in the financial markets to the fullest and who have a higher appetite for risk, could also consider utilising this portfolio.

™ SIM Moderate Managed Fund of Funds

The SIM Managed Moderate Fund of Funds is a portfolio with moderate risk qualities. Investments are diversified primarily across the cash, bond, property and equity asset classes. The primary objective of the portfolio is to achieve long-term capital growth and income generation at volatility levels that reflect a moderate risk profile. The underlying portfolios will at all times have an exposure to equities of between 40% and 60%, but this may vary depending on market conditions. The portfolio consists of a combination of flagship SIM collective investment schemes (CIS) managed by the best investment experts within Sanlam Investments, both domestically and globally. The portfolio offers exposure to high conviction financial market views and investment ideas and represents a "value for money" offering that is transparent and visibly accountable.

The portfolio is suitable for investors displaying a moderately generous propensity to accept market risk.

™ SIM Inflation Plus Fund

The SIM Inflation Plus Fund invests in a flexible combination of investments in the equity, bond and money markets, both locally and abroad, aiming for positive real returns (comprising capital and income growth) over the medium-to-long term. The portfolio is ideally suited to the cautious investor wanting to save for retirement, and who aims to achieve an inflation-beating return. The portfolio aims to smooth returns and reduce volatility and is thus an ideal investment for times of market instability. Capital protection is of primary importance.

The portfolio is recommended for use as a core fund when following a core/satellite approach, particularly for the more risk-averse client. It aims to outperform inflation (CPIX) by a margin of 4% (after annual service fee) over any rolling 3-year period, while also aiming to prevent any capital losses over any rolling 12-month period.

™ Sanlam Cash

The Sanlam Cash portfolio provides capital stability by investing primarily in cash and money market instruments. The portfolio is suited to investors requiring competitive interest with regular income and total capital stability. It is ideal for risk-averse investors, or for investors who are waiting for market volatility or global uncertainty to subside.

The portfolio should produce higher returns than call deposits while interest rates are declining. In rising interest rate environments, these funds will benefit soonest from higher call deposit rates. The portfolio could be considered by investors preferring a cautious, arm's-length approach to money management; investors wishing to avoid any chance of losing money; and investors who regard financial security as highly important.

External Single Manager Range

™ Sanlam Allan Gray Domestic Balanced

The Sanlam Allan Gray Domestic Balanced portfolio represents an actively managed pooled portfolio and is aimed at members with an average risk tolerance. Investments are selected from all available domestic asset classes, but will reflect Allan Gray's house view for an optimal domestic balanced mandate retirement fund. The portfolio is aimed at delivering superior long-term investment returns at a lower risk of capital loss.

The portfolio is suitable for investors wishing to achieve good investment returns while simultaneously avoiding unnecessary stresses emanating from financial markets. It requires a longer-term time horizon. Specifically, it is well suited to investors displaying a moderately generous propensity to accept market risk.

™ Sanlam Coronation House View

The Sanlam Coronation Houseview portfolio is a pooled medium-risk balanced portfolio managed on a market-linked basis. It focuses on delivering strong, consistent returns over the medium-to-longer term. The investment strategy underlying the portfolio reflects Coronation's "best houseview." The strong bottom-up stock selection process - using fundamental analysis and a focus of valuing companies on a mid-cycle basis, with free cash flow as the key determinant - should produce above average performance over time.

Sanlam Coronation Houseview is suitable for investors wishing to achieve good investment returns while simultaneously avoiding unnecessary stresses emanating from financial markets. It requires a longer-term time horizon and is suitable for investors displaying a moderately generous propensity to accept market risk.

™ Sanlam Coronation Managed II

The Sanlam Coronation Managed II portfolio is a pooled, unitised portfolio managed under a full discretion mandate. The portfolio follows a higher risk balanced approach, and aims at significant out-performance over the medium term. The medium-term performance objectives are to consistently remain in the upper quartile of all investment surveys.

The portfolio is suitable for investors wishing to exploit the investment returns in the financial markets to the fullest and who have a moderate to high appetite for risk. It requires a longer-term time horizon. The portfolio represents more generous exposure to market risk.

™ Sanlam Oasis Balanced Global

The Sanlam Oasis Balanced Global portfolio embraces an active fund management style that exposes investors to the upside potential of capital markets, while seeking to limit downside risk. The portfolio seeks to provide investors with moderate capital appreciation and a sustainable level of income over the medium to longer term.

The portfolio is suitable for investors wishing to achieve good investment returns while simultaneously avoiding unnecessary stresses emanating from financial markets. It requires a longer-term time horizon. The portfolio suits investors displaying a low-to-moderate propensity to accept market risk.

™ Sanlam Oasis Crescent

The Sanlam Oasis Crescent portfolio is managed according to the Oasis investment philosophy of low volatility fund management that seeks to provide superior returns at lower-than-market risk. It has a high equity exposure and provides investors with a diversified portfolio of listed domestic equities, international equities, listed property securities and limited cash holdings. The portfolio is characterised by socially responsible investment features in its underlying assets. In addition, it conforms to the ethical requirements of Shari'ah Law.

The portfolio is suitable for investors wishing to achieve good investment returns while simultaneously avoiding unnecessary stresses emanating from financial markets. It requires a longer-term time horizon. It suits investors displaying a low-to-moderate propensity to accept market risk.

Index-tracking Range

™ SIM Enhanced Tracker Balanced Fund

The SIM Enhanced Tracker Balanced Fund pursues a passive management approach with a view to containing costs. The portfolio invests in tracker equity and bond indices, both locally and abroad, and also cash to create a moderate risk balanced portfolio which is expected to perform close to the underlying indices without incurring active management costs.

Smoothed Bonus Range

™ Sanlam Monthly Bonus Fund

The objective of the Sanlam Monthly Bonus Fund is to provide investors with exposure to the financial markets, while protecting them against adverse movements in the markets. This is achieved by smoothing the returns over time, and guaranteeing (for resignation, retirement, death, retrenchment and disability events) the net contributions invested together with the net bonuses declared on a monthly basis.

The portfolio could be considered by investors preferring a cautious, arm's-length approach to money management; investors wishing to avoid any chance of losing money; and investors who regard financial security as highly important.

TM **Sanlam Stable Bonus Portfolio**

The objective of the Stable Bonus Portfolio is to provide investors with exposure to the financial markets, while protecting them against adverse movements in the markets. This is achieved by smoothing the returns over time, and guaranteeing (for resignation, retirement, death, retrenchment and disability events) the net contributions invested together with the vested bonuses. Non-vested bonuses are also declared on top of that.

The portfolio could be considered by investors preferring a cautious, arm's-length approach to money management; investors wishing to avoid any chance of losing money; and investors who regard financial security as highly important.



OPERATING EXPENSES

The Fund's operating expenses comprise the following:

Administration Fees

Administration Fees are levied by Sanlam to cover the cost of administering the scheme, and are calculated and quoted per Sub-fund and deducted monthly. These fees are deducted as a flat percentage of salary per member. However participating employers can choose to have these fees deducted as a flat Rand amount per member. The administration fee is quoted inclusive of a discount based on asset size that recognizes each Sub-fund's contribution to enhancing the Fund's economies of scale. Administration Fees do not include the Investment Management Fees charged for the management of investments. Sanlam does not levy asset based administration fees. On commencement the Administration Fee is guaranteed for 12 months, and thereafter is subject to review at 1 month's notice. Sanlam reserves the right to adjust the Administration Fee at any time should a participating employer's actual membership and / or asset base data differ from that employed for purposes of determining the quoted fees.

Consulting Fees

A standard Consulting Fee is payable monthly to each participating employer's FAIS-accredited financial adviser for providing the Contracted Benefit Consulting and Contracted Financial Advisory services.

The Trustees have approved the following standard intermediary remuneration scale per participating employer for the full range of contracted services:

- ™ Calculated using total retirement contributions plus insured benefit premiums (excluding insured benefit premiums in respect of insurance policies falling outside the Fund's risk pool underwritten by the Insurers),
- ™ Annualised amount determined on commencement and upon annual revision based on the following scale: 7,5% of the first R142 000 contributions per year; plus 5,0% of the next R103 000 contributions per year; plus 3,0% of the next R284 000 contributions per year; plus 2,0% of the next R1 021 000 contributions per year; plus 1,0% of the remainder of contributions,
- ™ This annualised amount is expressed and charged as a percentage of salaries or, on request from the intermediary, as a flat Rand amount per member per month. The fee is reviewed annually and is payable each month subject to the receipt of employer's contributions and updated member schedules.

It is permissible for the Contracted Benefit Consulting and Contracted Financial Advisory service to be provided by different FAIS-accredited advisers, in which case the standard Consulting Fee will be split between these two contracted advisers, and the agreed split advised to Sanlam. Alternatively an employer can opt to have Sanlam provide the Contracted Benefit Consulting services, in which case Sanlam will retain 50% of the standard Consulting Fee for providing such services, and the

remaining 50% of the standard Consulting Fee will be paid to the chosen Contracted Financial Adviser.

It is recognised that some participating employers might wish to negotiate a tailored consultancy service with their advisers. In such cases the Trustees are prepared to allow the option of a negotiated Consulting Fee in lieu of the standard Consulting Fee scale, provided that a contract is signed by both the participating employer and financial adviser, and that it includes all the Trustees' requirements for Contracted Benefit Consulting and Contracted Financial Advisory services. This negotiated Consulting Fee is also payable monthly, and can be expressed as a flat Rand amount per member per month or a flat percentage of salaries.

For members on the Comprehensive Option who choose to invest some or all of their monies via Glacier, the member can authorize payment of additional advisory fees which will be paid separately by Glacier on behalf of the member.

Risk Management Fees

Sanlam levies a Risk Management Fee by way of a 5% loading to the Insurers' net insured benefit premiums for providing risk management services required to ensure the ongoing sound actuarial management of the Fund's risk pool. The Risk Management Fee is included in the quoted insured benefit premiums.

Contingency Reserve Account Levy

The administration fees do not include the normal costs and disbursements incurred by the Fund, e.g. the FSB levies and fees, fidelity insurance premiums, actuarial services, audit services, independent trustee expenses, member communication, and other fees and disbursements. These fees are recovered by way of a monthly Contingency Reserve Account Levy which is determined by the Trustees in terms of a budgeting process. The Contingency Reserve Account Levy has been temporarily suspended. The suspension of the levy is anticipated to apply for the rest of 2009.

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INVESTMENT MANAGEMENT FEES

Investment management fees are calculated and levied on a monthly basis by applying specified fee scales per portfolio based on each Sub-fund's actual investment values.

Sanlam Multi-manager International Multi-manager Range		
Portfolios	Fees	
SMM 50*, 60*, 70*	<p>On South African assets:</p> <p>One-twelfth of 1.00% per annum, recovered monthly on the portion of assets between R0 & R10m</p> <p>One-twelfth of 0.75% per annum, recovered monthly on the portion of assets between R10m & R30m</p> <p>One-twelfth of 0.65% per annum, recovered monthly on the portion of assets between R30m & R150m</p> <p>One-twelfth of 0.55% per annum, recovered monthly on the portion of assets above R150m</p>	<p>On international assets:</p> <p>One-twelfth of 0.90% per annum, recovered monthly</p>
Sanlam Lifestage Income Preserver*	<p>On South African assets:</p> <p>One-twelfth of 1.00% per annum, recovered monthly on the portion of assets between R0 & R10m</p> <p>One-twelfth of 0.75% per annum, recovered monthly on the portion of assets between R10m & R30m</p> <p>One-twelfth of 0.65% per annum, recovered monthly on the portion of assets between R30m & R150m</p> <p>One-twelfth of 0.55% per annum, recovered monthly on the portion of assets above R150m</p>	<p>On international assets:</p> <p>One-twelfth of 0.90% per annum, recovered monthly</p>
SMM Absolute Return*	One-twelfth of 0.75% per annum, recovered monthly on all assets under management.	
<p>*SMMi may mandate any asset manager that manages assets in the Portfolio, on a performance fee basis. This may result in higher overall fees, but only when performance targets agreed between SMMi and the asset manager have been exceeded.</p>		

Sanlam Investment Management Single Manager Range	
Portfolios	Fees
SIM Balanced Fund	One-twelfth of 0.75% per annum, recovered monthly, on all assets under management
SIM Managed Moderate Fund of Funds	One-twelfth of 0.70% per annum, recovered monthly, on all assets under management
SIM Inflation Plus Fund	One-twelfth of 0.70% per annum, recovered monthly, on all assets under management
Sanlam Cash	One-twelfth of 0.30% per annum, recovered monthly, on all assets under management

External Single Manager Range	
Portfolios	Fees
Allan Gray Domestic Balanced	One-twelfth of 1.00% per annum, recovered monthly on the portion of assets under management between R0 & R25m One-twelfth of 0.85% per annum, recovered monthly on the portion of assets between R25m & R50m One-twelfth of 0.70% per annum, recovered monthly on the portion of assets between R50m & R100m One-twelfth of 0.60% per annum, recovered monthly on the portion of assets between R100m & R500m One-twelfth of 0.50% per annum, recovered monthly on the portion of assets above R500m
Coronation House View	One-twelfth of 0.60% per annum, recovered monthly on all SA assets under management, and One-twelfth of 1.00% per annum, recovered monthly on all international assets plus 10% performance fee on out-performance of the MSCI World Index benchmark, levied monthly. High watermark applies.
Coronation Managed II	Basic fee – one-twelfth of 0.499% per annum, recovered monthly on all SA assets and one-twelfth of 1.10% per annum on all international assets under management, recovered monthly. A performance-related fee, in addition to the basic fee, applies to the Coronation Managed Portfolio II: Performance fee – 22.8% of the total portfolio targeted out-performance above the benchmark, levied on 30 June and 31 December.
Oasis Balanced Global	One-twelfth of 0.95% per annum, recovered monthly on all assets under management.
Oasis Crescent	One-twelfth of 0.95% per annum, recovered monthly on all assets under management.

Index-tracking Range	
Portfolios	Fees
SIM Enhanced Tracker Balanced Fund	<p>One-twelfth of 0.45% per annum, recovered monthly, on all assets under management.</p> <p>The domestic equity component is invested in the SATRIX exchange traded fund that tracks the SWIX 40 index. Scrip lending is permitted in respect of this index, and the resultant income (net of associated costs) is periodically rebated to clients participating in this portfolio, and effectively serves to reduce the quoted management fee.</p>

Smooth Bonus Range	
Portfolios	Fees
Sanlam Monthly Bonus Fund	<p>Investment Administration Fees: Sanlam's cost in relation to the investment plan is recouped by recovering the following fees: One-twelfth of 0.35% per annum, recovered monthly on South African assets One-twelfth of 0.85% per annum, recovered monthly on foreign investments For purposes of calculating this fee, 15% of the balance of the account is deemed to represent foreign investments. All fees include VAT.</p> <p>Guarantee Premium: A guarantee premium of one-twelfth of 1.25% per month is recovered from the assets in the investment plan.</p> <p>Annual Performance Linked Fee: The investment manager may be incentivised with performance fees (capped at 0.3% p.a.). Details of the performance fees actually paid over the past calendar year are available on request.</p>
Sanlam Stable Bonus Portfolio	<p>Investment Administration Fees: Sanlam's cost in relation to the investment plan is recouped by recovering the following fees: One-twelfth of 0.35% per annum, recovered monthly on South African assets One-twelfth of 0.85% per annum, recovered monthly on foreign investments For purposes of calculating this fee, 15% of the balance of the account is deemed to represent foreign investments. All fees include VAT.</p> <p>Guarantee Premium: A guarantee premium of one-twelfth of 0.75% per month is recovered from the assets in the investment plan.</p> <p>Annual Performance Linked Fee: The investment manager may be incentivised with performance fees (capped at 0.3% p.a.). Details of the performance fees actually paid over the past calendar year are available on request.</p>

Glacier Range	
Portfolios	Fees
All Glacier portfolios	These investments will attract an asset administration platform fee as well as investment management fees levied by the relevant fund management companies, depending on the underlying investments selected. A breakdown of the relevant fees and charges may be obtained from your consultant or from Glacier's Communication Centre. Consulting fees are negotiable with the FAIS-accredited financial adviser.



10 COMMUNICATION

Member communication

The Trustees recognise that appropriate communication to all stakeholders is the key to assisting members to take control of their own financial destinies. The Trustees thus place a premium on ensuring that communication is delivered to members, and have put in place processes to try to ensure such delivery.

The backbone of the member communication service delivery is Coris Capital's leading edge administration platform that balances assets, liabilities and financial accounts on a daily basis. By allowing members to access accurate and daily-updated personal financial information, the foundations have been laid for accurate and timeous delivery of information to members and participating employers.

Upon entry into the Fund, every member receives a member certificate issued by the administrator. Thereafter every member receives an annual benefit statement compliant with PF 86 as issued by the Registrar.

Members can enrol to view their personal information online via the Internet using the *Retirement Fund Web* facility. The information is updated on a daily basis, and reflects updated information as contained on the Fund's administration platform. Members can access daily-updated statements reflecting their values in the Fund so as to facilitate personal financial planning.

Members also have access to a call centre where they can ask questions relating to their benefits under the Fund, and enquire as to progress on benefit payments. The call centre agents have enquiry access to the workflow system so that they can appropriately respond to member queries. The call centre agents are not registered with the FSB to give advice and accordingly cannot provide financial advice to members.

The mandatory appointment of a FAIS-accredited Contracted Financial Adviser is intended to ensure that members have access to much needed face-to-face financial advisory services. This can be particularly important at the time benefits are due to be paid, when members are required to make significant financial decisions pertaining to their own retirement funding and insurance needs.

The Retirement Fund Web also serves as a useful communication mechanism. Self-help tools such as the *Retirement Calculator* play a role to place members in a position where they can take control over the own financial destinies.

Participating Employer communication

The participating employer, Contracted Benefit Consultant and Contracted Financial Adviser can extract reports on-line, using the Retirement Fund Web facility that contains daily-updated information on the participating employer's members for purposes of fulfilling their duties and obligations in respect of the Fund.

The Trustees and sponsor make use of the Retirement Fund Web facility to ensure participating employers and members have access to information such as the Fund's General Rules, Special Rules, Risk policies, Investment Policy statement and other relevant and useful information.

The mandatory appointment of a FAIS-accredited Contracted Benefit Consultant is intended to ensure that participating employers and Joint Forums are kept abreast of legislative and product updates, and also that the appropriateness of the chosen benefit structure is regularly reviewed. The mandatory Joint Forum process ensures that members are also consulted on such developments via their member representatives, and is a valuable additional communication channel.

Annual General Meeting

An Annual General Meeting is held in both Cape Town and Johannesburg each year to which all Joint Forum representatives (comprising participating employer and member representatives) and all Contracted Benefit Consultants are invited. The Trustees and sponsor are personally present at these sessions, and face-to-face communication follows including summarising key achievements to date and plans going forward. Clients have the opportunity to question the Trustees and the sponsor on all aspects of the Fund.

Other communication

The Trustees have also put in place various other mechanisms to communicate Fund developments. An annual trustee report is issued summarising the main developments on the Fund, and the Trustees' plans for the future. *The Fund in Detail* document is regularly updated to ensure members and participating employers have access to updated information on the product offering. Newsletters are also issued to members from time to time.



RETIREMENT FUND WEB

Communication via the Internet

The Retirement Fund Web provides our employers, members and consultants with state-of-the-art retirement fund administration processes and member communication tools via the Internet.

The Trustees and sponsor make use of the Retirement Fund Web facility as an electronic communication tool and for the disclosure of fund information to participating employers and members.

How it works

The web facility allows participating employers and members 24 hour access to information regarding their retirement fund benefits.

Employers and consultants are issued with a unique pin-code that ensures confidentiality and security of member information.

Employers utilize this facility to transmit data to the administrator electronically and thus streamlining the administration of their retirement fund.

The following levels of access are available:

Administrator	Full access to all member records of a specific Sub-fund or branch, with the ability to do transactions to all or limited members
Viewer	Limited access to all or limited members of a specific Sub-fund without transaction capabilities
Member	Access for each member is available to view personal information, and to request specific personal data changes or investment switches

How to gain access

The Employer, the Contracted Benefit Consultant and the Contracted Financial Adviser as defined in the Confirmation of Acceptance will automatically receive access to Retirement Fund Web.

Member access is granted on request by the member and on the completion of a registration form (this can also be completed online).

Data transmitted via Retirement Fund Web

The employer submits the following data electronically to the administrator:

TM Updated monthly member data

- ™ New members joining the Sub-fund,
- ™ Exiting members on withdrawal or retirement,
- ™ Death claim notification and information,
- ™ Instructions regarding individual investment choices,
- ™ Changes in member information,
- ™ Details related to temporary absence of a member,
- ™ General communication.

Other functionalities available

The following further functionalities are currently available to users:

- ™ View up-to-date member benefit statements,
- ™ View general member information,
- ™ View all payments made for members,
- ™ Trace all transactions on a history log/audit trail,
- ™ View monthly reports relating to member data,
- ™ View documentation relating to the Fund, i.e. Rules and Policies,
- ™ Information on Investment returns and investment portfolios,
- ™ A retirement benefit calculator demonstrating expected benefits at normal retirement date in nominal and real terms, as well as an expected shortfall at this date. It also demonstrates the effects on these values if a member wishes to retire earlier or invest additional money in the Fund,
- ™ Useful links to investment sites, SARS and the FSB.

For more information, visit www.RetirementFundWeb.com

Responsibilities of the employer

The employer undertakes to:

- ™ Apply to the administrator, on the required registration form, for access to the web facility for authorised personnel,
- ™ Provide the administrator via the web with such accurate and updated data and information as are reasonably necessary to perform its administration services,
- ™ Follow-up with Sanlam if no response is received in regard to any Retirement Fund Web transaction,
- ™ Establish and maintain proper controls to ensure only authorised personnel are granted access to view, change or update information and that persons no longer authorised to access data and information are deregistered with Sanlam,
- ™ Make available and maintain the necessary computer hardware and software as well as network access to an Internet service provider and ensure these are free from computer viruses.

Responsibilities of the administrator

The administrator undertakes to:

- ™ Provide encryption of data and information during transmission and use the data and information



provided by the employer for purpose of effective administration services,

TM Restrict access of data and information under its controls to authorised persons only.

TM Sanlam will be entitled to accept that data and information provided by the employer via Retirement Fund Web is correct and complete and that persons registered with Sanlam have been duly authorised by the employer.



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ROLES OF THE VARIOUS PARTIES

Board of Trustees

The Board of Trustees is the body responsible for the management of the Fund and oversees the interests of the members. The Board appoints the administrator, decides where investments may be placed and has the ultimate decision on allocation of death claims in terms of section 37C of the Pensions Fund Act, No 24 of 1956. The Board is assisted in fulfilling its duties by a Principal Officer and Fund Secretariat.

Administrator

Sanlam Employee Benefits is the appointed administrator of the Fund, and as such members enjoy the full backing and protection of Sanlam. The day-to-day administration is performed by the Sanlam's specialist retirement fund administration business branded Coris Capital. Coris Capital employs approximately 700 staff country-wide, and administers approximately 400,000 members of South African retirement funds. As such it is South Africa's leading specialist retirement fund administration business. Coris Capital's mission statement is "We change the world of trust ... forever".

The Administrator is responsible for providing a comprehensive administration service in terms of the requirements of the Registrar of Pension Funds and legislation. The full ranges of duties of the Administrator, as well as the associated service level agreements, are set out in a formal administration contract that has been signed between the Sanlam Umbrella Fund and the Administrator.

Sponsor

The sponsor is Sanlam who is responsible for providing the necessary professional and technical resources so that an appropriate product offering can be delivered to the marketplace. The sponsor also provides the necessary capital to grow the membership of the Fund in order to deliver economies of scale for the ultimate benefit of members. The sponsor aims to make a profit by delivering these services to the Fund, and adheres to the governance requirements of the Fund as laid down by the Trustees.

Umbrella Fund Specialist

Sanlam's nationwide team of Umbrella Fund Specialists is responsible for assisting potential clients and intermediaries with all aspects of the sales and fund installation process. The Umbrella Fund Specialists are employee benefits professionals who have received expert training of all aspects of the product offering. They are equipped to support potential clients and intermediaries with making appropriate benefit structuring decisions, and are available to provide training and support on the various product features.

The Umbrella Fund Specialists will provide an official Sanlam Umbrella Fund quotation in line with the specifications chosen by the employer, and thereafter will oversee the completion and signature of all required new business forms in order to implement a new Sub-fund. Once all the paperwork that is required to implement a new Sub-fund, is completed, the Umbrella Fund Specialists hand over to the Administrator who will thereafter liaise directly with the participating employer and the Contracted Benefit Consultant to ensure smooth and effective administration processes going forward.

Participating Employer

Each participating employer undertakes to comply with all requirements and duties imposed on employers in terms of the Rules, this, The Fund in Detail document, as well as the Administration Guide as amended from time to time. These documents contain the participation requirements to ensure compliance with all relevant insurance policies effected by the Fund, all service level agreements entered into with providers and all protocols adopted by the Trustees and to adhere to all legislative requirements. In particular the employer undertakes:

- ™ To appoint a contact person to deal with all operational issues. Where the employer and the Contracted Benefit Consultant agree that the Contracted Benefit Consultant will act as the employer contact person and that all communications must be channelled via the Contracted Benefit Consultant, the Fund will require the Contracted Benefit Consultant to complete an indemnity (contained in the confirmation of acceptance document) to indemnify the Fund and the administrator from any liability that may arise as a result of the arrangement between the employer and the Contracted Benefit Consultant,
- ™ To deduct the employee and employer contributions stipulated in the Special Rules and ensure that they are transferred to the Fund bank account by the end of each month,
- ™ To update and maintain member records on a monthly basis and to transfer the information to the administrator in the prescribed format by the end of each month. Failing which the administrator will not be able to invest money and settle fees and premiums,
- ™ To ensure that each member signs a beneficiary nomination form and a schedule of dependants form with regard to death benefits and update them regularly (preferably annually) and ensure that the forms are filed and stored,
- ™ To provide the Trustees with the necessary documentation and information of beneficiaries in the event of the death of a member,
- ™ To inform the Administrator as soon as possible, but no later than one month of joining, of details of any new employees who are eligible to participate in the Fund,
- ™ To submit benefit claim forms in respect of exiting members as specified,
- ™ To support members in the establishment of a Joint Forum on which they enjoy representation and where they can discuss and participate in reviewing the benefit structure of their Sub-fund. The employer will remain the contracting party for the Sub-fund, and will act on behalf of the Joint Forum,
- ™ To distribute and communicate to employees all information intended for members,
- ™ To identify and assist with the training of personnel to perform the various tasks identified such as ensuring that records are maintained, payments are made, information in respect of deceased members are gathered, members are assisted to gain access to fund data on the intranet via the Retirement Fund Web facility,
- ™ To ensure that the administrator receives all information that is reasonably necessary for the performance of administration services.

Contracted Benefit Consultant

The Trustees of the Sanlam Umbrella Fund require that every participating employer has the services of a Contracted Benefit Consultant available to provide advice on benefit and fund structure to the participating employer on an annual basis.

The Contracted Benefit Consultant undertakes to comply with all requirements and duties imposed on Consultants in terms of the Rules, this, The Fund in Detail document, as well as the Consultants Guide as amended from time to time.

The Contracted Benefit Consultant is also responsible for the following services:

- TM To assist the participating employer with completion of all documents required for fund installation including section 14 transfer documentation where applicable.
- TM To assist the participating employer in complying with all administrative duties and requirements set out by Sanlam and in accordance with the rules of the Fund, including:
 - assisting with ensuring adherence by members to all medical underwriting requirements;
 - assisting with ensuring an adequate process for members to complete forms as required (e.g. beneficiary nominations forms), and
 - assisting with product related and general member queries.
- TM To prepare a member booklet in electronic format for the Sub-fund working from templates approved by the Trustees for distribution to members via the Joint Forum.
- TM To provide Sanlam with electronic versions of any tailored Sub-fund member communication material that the Joint Forum requires to be posted on Retirement Fund Web subject to Sanlam's final approval.
- TM To assist the employer with election of member representatives to the Joint Forum.
- TM To arrange, convene and chair an annual Joint Forum meeting with the participating employer conforming to the agenda guidelines as prepared by the Trustees, and to complete and email a Joint Forum meeting declaration to the Fund Secretariat.
- TM To obtain a personal access code to the Retirement Fund Web that will allow the Contracted Benefit Consultant to obtain any information required in order to provide advice to the participating employer.
- TM To provide the services of a Contracted Financial Adviser to members (as detailed below) or refer members to a qualified third party to fulfil this service.

The Contracted Benefit Consultant must be compliant in terms of the Financial Advisory and Intermediary Services Act, No 37 of 2002 to render the above services.

Contracted Financial Adviser

The Contracted Benefit Consultant may refer member advice services to a third party, who will be appointed as the Contracted Financial Adviser to the Sub-fund. This adviser must be compliant in terms of the Financial Advisory and Intermediary Services Act, No 37 of 2002, but does not act on behalf of the Fund or Trustees.

The Contracted Financial Adviser is responsible for the following services:

- TM To provide individual members with financial advice and a retirement needs analysis as required,

- TM To advise members of the importance of completing beneficiary nomination forms,
- TM To advise members on their options in case of retirement, withdrawal or disability,
- TM Be available to advise beneficiaries of deceased members on their options,
- TM To advise members on investment choices and providing them with financial advice when selecting individual investment portfolios for their assets,
- TM To obtain a personal access code to the Retirement Fund Web that will allow the Contracted Financial Adviser to obtain any information required in order to provide advice to members.



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NEW BUSINESS TERMS AND CONDITIONS

Validity

Quotations are valid for 90 days from the date of issue and are subject to Sanlam Employee Benefits' standard terms, conditions and assumptions.

Membership data and details

The quotation is based on the details and data provided by the employer. The fees are subject to change, if the details and data that were supplied were incomplete or differ on commencement.

In addition, the quotation excludes members (unless otherwise stipulated in the quotation):

- ™ who are contract workers;
- ™ who are past the cover cease age;
- ™ in respect of whom no salary was provided at quotation stage;
- ™ in respect of whom no date of birth was provided at quotation stage; and
- ™ who currently receive disability income benefits.

Quotation conditions

A suspensive condition of the quotation is that the administrator will conduct a reconciliation of data to ensure that it is compatible so as to ensure a smooth take-on. The take-on date will only be confirmed after this reconciliation has been completed and once the administrator is satisfied with the status of the information.

Quotation requests for Sub-funds that have previously been underwritten, and comprising more than 300 members, must be accompanied by claims experience from the previous administrators.

When a new claim is received during the transitional period before all assets are transferred:

- ™ The Administrator will calculate the part of the benefit that accrues to the member for the period since the take-on date, arrange for a tax directive and pay the claimant;
- ™ The previous administrator remains responsible for the payment of the benefit that accrues to the member for the period before the take-on date.

Administration conditions

Membership data

- ™ The correct membership data must reach the Administrator before or on the commencement date. Thereafter, it must be submitted within two working days before the end of the month.

- ™ To ensure a smooth take-over, there will be a full reconciliation between the number of members and member credits received by the Administrator and the number of members and member credits transferred by the previous administrator. Any differences will need to be explained by the previous administrator,
- ™ It is a legislative requirement that all existing eligible, permanent employees be given the opportunity to join the Fund on commencement date. This option must be exercised within 12 months of such date. All new eligible employees who enter service on or after the commencement date must be registered as members of the Fund with the administrator.

Contributions

- ™ Employer and employee contributions must be paid over to the Fund within seven days of the end of the period for which the contributions are due. Interest is payable according to legislation on late payment of premiums.
- ™ The Employer can make application for monthly contributions to be deducted from the company's bank account via a debit order facility. Debit order payments are deducted on the first working day of each month in respect of contributions due at the end of the previous month. The Employer must advise the Administrator in writing of any membership or salary changes no later than 7 working days before the end of each month in order that the necessary data updates can be affected on the Fund's administration system such that the correct monthly contribution is debited. Where incorrect debit orders are processed because the Employer has not timeously provided advice of such changes, then the Employer will be required to settle any underpayment by electronic funds transfer into the Fund's bank account, and interest will be payable according to legislation.
- ™ Contributions will be allocated to individual member accounts on a monthly basis.
- ™ The contribution payment received must reconcile fully with the final contribution data.
- ™ In the case of temporary absence, e.g. maternity leave, the employer must continue to pay the contributions for insured benefits and operational expenses for these members.

Claims

All documentation in respect of new claims must be submitted to the Administrator before the end of each month. The assets of members who exit the Fund and for whom claim documentation has been received will be disinvested and transferred to an interest-bearing investment at the end of each month.

General and Special Rules

The Sanlam Umbrella Fund is governed by a set of General Rules registered with the Registrar of Pension Funds. Once a quotation has been accepted, a set of Special Rules for each Sub-fund will be drafted based on the Confirmation of Acceptance document. The Special Rules will be signed by the Trustees within one month of the commencement date, and thereafter submitted to both the Registrar of Pension Funds and the Commissioner for the South African Revenue Services. The Trustees will ensure that both the General Rules and all Special Rules comply with the requirements of both these institutions.

Participating Employers have access to the General and Special Rules via Retirement Fund Web.

Guarantees

On commencement, the Administration Fee and insured benefits premium rates are guaranteed for 12 months, and thereafter are subject to review at 1 month's notice. This guarantee will cease to apply in the event that there is, in the sponsor's opinion, a material change in the membership profile or Sub-fund data from that employed for purposes of determining the quoted fees.

Maxima

From time to time the maxima in respect of insured benefits may be increased for new business after that date. In the case of existing clients, maxima will be kept unchanged until the next revision date and then increased.

Installation

The confirmation of acceptance must be signed prior to the commencement date. It is a prerequisite that the Administrator thereafter receives completed and signed documentation for installation by the 5th of the month of intended participation. In the event of documentation being received after this date, the Administrator can choose to move the effective participation date to the following month and any contributions received will only be invested in the new participation month.

All contributions received in the first month of participation will be invested as per the Sub-fund's selected default investment strategy. Investments of members who elect to make use of the alternative investment choice options will be moved to their chosen portfolios in the second month of participation (and only on receipt of signed investment instruction forms).

The Administrator is not permitted to process benefits until the Special Rules applicable to the new Sub-fund have been registered by the Financial Services Board.

Amendments

Rates quoted on amendments affected during the year will only be valid until the next annual revision date of the Fund.

Additional/non-standard services

- TM Certain prescribed fees are payable by the Fund to the statutory authorities. These fees are debited against the Central Contingency Reserve Account.
- TM The standard administration fees make provision for English correspondence. The Sanlam Umbrella Fund can accommodate correspondence in a second language, and this will be quoted for separately on request.
- TM Special fees can be negotiated for additional services. These fees will depend on the nature of the requested additional services, and the associated additional resource requirements and costs.

Correspondence

Communication between the various parties will as a general rule be done by email.

Termination conditions

- TM The notice period for terminating participation in the Sanlam Umbrella Fund is two calendar months.
- TM The cost involved in establishing a new Sub-fund is recovered over a period of 36 months. If a participating employer terminates its participation in the Fund within the first three years, a take-on fee will be payable. This is an amount equal to 30% of the total monthly administration fee in respect of each of the remaining months of the 36-month period and payable on the date of termination. This applies if the termination does not arise from breach of contract by the sponsor, the Administrator or the Fund.
- TM A dissolution fee equal to three months' administration fees will be payable on the date of termination. If the dissolution is not finalised within three months for reasons that cannot be

attributed to “delays” on the part of the sponsor, the Administrator or the Fund, any additional costs incurred may be recovered. These costs will be based on a reasonable fee per hour. The dissolution fee is in addition to any charges that may be levied by the liquidator or any statutory charges payable.

TM In the event of a partial termination of a Sub-fund, or where the Sub-fund's benefit structure changes materially, a pro rata fee based on the take-on and/or dissolution fee will be payable.

Disclosure

Enquiries

On acceptance of a quotation, the employer enters into a contract / agreement with Sanlam Employee Benefits. Any queries about the administration of the Sub-fund should be addressed to the broker / consultant or local Sanlam Employee Benefits office.

After the acceptance of a quotation, any complaint in respect of the Fund or the introducing intermediary may be sent in writing to The Compliance Officer, Sanlam Employee Benefits: Compliance, PO Box 1, Sanlamhof, 7532, alternatively via fax at (021) 957-2255.

Complaints

Complaints can be addressed in writing to the Sanlam Umbrella Complaints Committee, Email: SanlamUmbrellaFund@sim.sanlam.com, Fax: (021) 957-1105/2143. Should an employer or a member's concerns not be addressed and resolved to his or her satisfaction within a period of thirty days, he/she may lodge a complaint with the Pension Funds Adjudicator. The contact details are as follows:

Cape Town, Port Elizabeth and Durban	Northern regions
4 th Floor Letterstedt House Cnr Camp Ground & Main Street Newlands on Main Claremont Tel No: (021) 674-0209 Fax No: (021) 674-0185 E-mail: enquiries@pfa.org.za	2 nd Floor Sandown House Sandton Close 2 Sandton 2196 Tel No: (011) 884-8454 Fax No: (011) 884-1144 E-mail: enquiries-jhb@pfa.org.za

Claims notification

Prescribed claim forms must be completed and sent to the Administrator. The Administrator and / or Insurers may, from time to time, insist on further requirements before considering a claim. This information will be requested in writing.

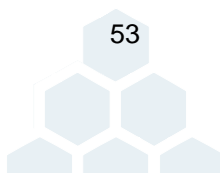
No benefit will be paid if the Insurers are not notified of the claim within six months of the event. In the case of the Disability income benefit, no benefit will be paid if the Insurers are not notified of a claim or potential claim within three months immediately following the earlier of the event giving rise to a claim or the member's last working day.

Cooling-off period

Should a quotation be accepted, there is no cooling-off period during which membership of the Fund can be reconsidered, and cancellation at a later stage could result in potential financial loss.

Replacement

Replacing an existing fund could be potentially detrimental to members. Detail of the actual and



potential financial implications, costs and consequences of the replacement product should be disclosed in full by the intermediary and should cover:

- ™ payment of new charges
- ™ loss of cover
- ™ change in investment risk
- ™ recoupment of unrecovered expenses under the replaced policy
- ™ loss of tax advantages (if any)

In terms of the Financial Advisory and Intermediary Services Act, No 37 of 2002 (FAIS) Sanlam is a duly authorised licensed financial services provider and all its representatives must adhere to, inter alia, the following requirements:

- ™ Give appropriate advice in accordance with the client's needs and financial situation
- ™ Keep proper record of the advice and request the client's signature to the record of advice.

Administrative errors rectification

The Administrator will be liable for, and will indemnify the Fund in respect of any loss or damage which arises as a result of the fraud, theft, dishonesty, negligence or breach of contract by the Administrator or any director, employee, officer, servant or agent of the Administrator. Such liability shall, however, be limited to direct damages actually suffered and loss incurred. Without derogating from the foregoing, the Administrator shall place the members in the position they would have been in had the aforementioned eventualities not occurred. The members will not be entitled to any windfall profits as a result of the aforementioned eventualities.

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