

Preservation Funds

Terms and conditions

1. About these terms and conditions

1.1 What are the PSG Wealth Preservation Funds?

The PSG Wealth Preservation Funds preserve and grow your retirement savings if you change jobs, are retrenched or if your employer's pension or provident fund is closed. If your contribution is from a provident fund, you will become a member of the PSG Wealth Preservation Provident Fund. If your contribution is from a pension fund, you will become a member of the PSG Wealth Preservation Pension Fund.

In addition, you are entitled to one early withdrawal from your investment, as long as you have not already made a withdrawal from your previous pension preservation fund or provident preservation fund.

When you invest in the PSG Wealth Preservation Funds, you become a member of the PSG Wealth Preservation Pension Fund or the PSG Wealth Preservation Provident Fund.

At retirement, you may take a maximum of one third of the benefit as a lump-sum. You must use the remaining two thirds to purchase an annuity in your name.

What are linked investments?

The PSG Wealth Preservation Funds are linked investments. This means that the value of your investment is linked to the market value of the underlying investments chosen and is not guaranteed.

1.2 Who are the different role players?

PSG Wealth Holdings (Pty) Ltd is a division of PSG Konsult Limited and is the brand under which this product is marketed.

PSG Life Ltd is a registered linked-insurer in terms of the Long-term Insurance Act and an authorised financial services provider, FSP no. 22557. Registration number 1999/010087/06. PSG Life underwrites this investment.

PSG Wealth Preservation Pension Fund and **PSG Wealth Preservation Provident Fund** are registered funds in terms of the Pension Funds Act and the Long-term Insurance Act. The funds are underwritten by PSG Life Ltd. The Funds are administered by its trustees and governed by the Fund Rules and relevant legislation. You are a member of one of these Funds, but the investment you make is held by, or on behalf of, PSG Life.

PSG Invest (Pty) Ltd is the administrator of your investment. PSG Life has outsourced functions such as processing instructions, providing statements and confirming changes to your investment to PSG Invest. PSG Invest is an approved administrator of retirement funds in terms of the Pension Funds Act, and an authorised administrative financial services provider in terms of the Financial Advisory and Intermediary Services Act, FSP no. 563. Registration number 1999/014522/07.

A management company is a company that launches and manages unit trusts. The management company is responsible for managing the unit trust, appointing asset managers, appointing trustees, and marketing the fund to investors. PSG Collective Investments (RF) Limited is an example of a management company.

Your financial adviser. You can appoint a financial adviser. Your financial adviser may provide you with financial and product advice or other intermediary services. You can also authorise your financial adviser by means of a signed mandate to make investment decisions on your behalf without getting any further authorisation from you. In order to perform these functions your financial adviser must be an authorised representative of a financial services provider which must hold a Category I licence (advice and intermediary services), or a Category II licence (discretionary investment services), or both.

PSG Invest Nominees (Pty) Ltd is the company that holds your investments in safe custody. This means that your units in the unit trust will be registered in the name of the nominee company. PSG Invest is approved by the Financial Sector Conduct Authority.

1.3 Who are the parties to our agreement?

The parties to our agreement are:

- You
- PSG Wealth Preservation Provident Fund or the PSG Wealth Preservation Pension Fund, represented by its trustees
- PSG Life
- PSG Invest
- PSG Invest Nominees

1.4 What else is part of our agreement?

Our agreement consists of:

- These terms and conditions
- The Rules of the PSG Wealth Preservation Provident Fund or the PSG Wealth Preservation Pension Fund
- Your application form (and supporting documents)
- Your investment schedule (a summary of the information you have provided as well as the details relating to your investment)
- The rules of the relevant management company(ies)
- Any valid instructions from you or your financial adviser
- PSG Konsult Website and Online Transactions Terms and Conditions (available at www.psg.co.za)
- The PSG Konsult Group Privacy Policy (available at www.psg.co.za)
- The PSG Wealth Retirement Funds Privacy Notice (available at www.psg.co.za)

The Rules of the PSG Wealth Preservation Funds as registered with the Registrar of Pension Funds apply. There are rules on your contributions, the payment of benefits and the processes you must follow in the Fund Rules

1.5 What about changes to the terms and conditions?

- 1.5.1 You will always be notified in writing about any material changes to the terms and conditions. Your investment is always subject to the most recent set of terms and conditions, and the most recent Rules of the PSG Wealth Preservation Provident Fund or the PSG Wealth Preservation Pension Fund.
- 1.5.2 Minimum contribution amounts, what fees are charged, how they are calculated, and how frequently they are payable will change from time to time.
- 1.5.3 We may also be forced to make changes to the terms and conditions due to changes in financial or tax legislation, in business practices, in the rules prescribed by regulatory authorities, and how the legislation and rules are interpreted.
- 1.5.4 Contact Client Services on 0860 774 774 or ask your financial adviser for the most recent terms and conditions.

1.6 The duration of your membership

You become a member of the PSG Wealth Preservation Provident Fund or the PSG Wealth Preservation Pension Fund once the trustees of the Funds have accepted your application and your contribution to PSG has been received and cleared.

Your fund membership will end when the total value of your benefit, less fees and charges, is paid out. For example, on retirement, death, or if you transfer your benefit to another approved retirement annuity.

1.7 South African law applies

South African law applies to these terms and conditions. The most important laws being FAIS, FICA, LTIA, Insurance Act, CIS control Act, the Income Tax Act, the VAT Act, and the Pension Funds Act.

2. Your information

2.1 Your privacy is important to us

We collect your personal information to provide you with our products and services. The type of personal information we collect will depend on the purpose for which it is collected and used. We will only collect information that we need to provide you with the product and services you have selected. We may also use your information to help us trace you or your beneficiaries should your investment be classified as unclaimed.

Our [Group Privacy Policy](#) and [PSG Wealth Retirement Funds Privacy Notice](#) are also part of this agreement. They explain why we use your personal information, how we collect it, what sources we use, when we must disclose your information, and how you can get access to your information.

2.2 Make sure that your information is accurate and up to date

- 2.2.1 You must ensure that all the information you provide during the application process and subsequent transactions is complete, true, and accurate. You must update your information immediately if it changes. Depending on the change, we may require supporting documentation.

Incorrect information can have serious consequences

- 2.2.2 If you withhold information or provide inaccurate information, we may declare the agreement void.
 - 2.2.3 We are also not responsible for any delays or the incorrect processing of instructions caused by inaccurate information.
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- 2.2.4 If you fail to provide information in your application form or when you send us an instruction, we may collect the information from another appointed financial services provider, a financial adviser, or the financial adviser's administrative assistant.

2.3 Why we ask for your FICA documents

The Financial Intelligence Centre Act (FICA) requires that financial services providers must assist in combatting all criminal activities, including money laundering and financing terrorism. This means that we must collect information and documentation that allow us to know our members.

When you apply, your application and the supporting documents are verified and screened, and applicants are grouped in risk categories. Depending on the risk category you fall into you may be asked to submit further documents (e.g. bank statements) or your application may be denied. This process will be repeated from time to time during our relationship.

2.4 We have to identify PIPs or PPOs

PIPs and PPOs are or were local prominent influential people or foreign prominent public officials. If the member is a family member, close associate, or a prominent member of the same political party, organisation, or union as a PIP or PPO, the member is also considered to be a PIP or PPO.

Examples of PIPs or PPOs:

- Heads of state or their deputies
- Cabinet ministers or their deputies
- Premiers
- Judges
- Political and military leaders
- Ambassadors or high commissioners of foreign governments
- Executives or senior management of state-owned entities
- Executives or senior management of companies that do business with governments
- Members of ruling or royal families
- Municipal executive mayors or managers
- Executives or heads of international organisations based in South Africa

3. How to invest

3.1 Choose your unit trust, life portfolio, or specialised investments

- 3.1.1 You can choose a combination of unit trusts, life portfolios, or specialised investments (e.g. Private Share Portfolios) that meet your requirements and risk profile from the list of funds on the PSG website.
- 3.1.2 Regulation 28 of the Pension Funds Act restricts the amounts you can invest in certain asset classes. You can determine whether your choice complies with the Pension Funds Act, by downloading the Regulation 28 calculator from our website.
- 3.1.3 If your selection does not comply with Regulation 28 we will notify you to change your selection. The trustees of the PSG Wealth Retirement Annuity may adjust your selection to comply with the restrictions in Regulation 28. This is called rebalancing.

We cannot guarantee availability

- 3.1.4 We cannot guarantee the availability of all the unit trusts or life portfolios on our fund list. Availability may depend on the discretion of the management company or PSG.
- 3.1.5 PSG may remove or add unit trusts or life portfolios to the list. It may also change the composition of life portfolios as long as the change does not substantially vary your risk profile or the asset allocation. We will notify you if a unit trust or life portfolio is no longer available.

3.2 Examine the unit trust and life portfolio prices

- 3.2.1 The price of a unit of an investment (if it is a unit trust or a life portfolio) is calculated daily by dividing the total value of all assets (with income accrual, but less the permitted deductions) by the number of units. Share prices are determined by the market.
- 3.2.2 Prices are calculated **at the close of each business day** and become available the next day.

We cannot guarantee the price or market value

- 3.2.3 Prices cannot be guaranteed or determined in advance and may fluctuate during the course of a day. This means that the prices quoted in the media or even on your statement may no longer be up to date even though the information was accurate at the time.
- 3.2.4 Outdated information from third parties may affect the accuracy of your statement.
- 3.2.5 Always ensure that you confirm the latest figures before you make any decisions regarding your investment.

3.3 Nominate beneficiaries

- 3.3.1 We asked you to nominate beneficiaries in the application form.

- 3.3.2 Section 37C of the Pension Funds Act provides that the trustees of the PSG Wealth Preservation Pension Fund or the PSG Wealth Preservation Provident Fund must identify all your dependants (whether they were nominated as beneficiaries or not) and ensure that your beneficiaries are paid in a fair and equitable manner. Your nomination will help the trustees to perform their duties, but your nomination may not be honoured, as the trustees are authorised to use their discretion.

- 3.3.3 It is important to keep your nominations up-to-date. You can nominate new beneficiaries at any time by completing the Beneficiary Nomination Form and sending it to us. This form must be received by us while you are still alive, as PSG is not obliged to accept a Beneficiary Nomination Form after your death.

- 3.3.4 Once we have confirmed the change, we will appoint the new beneficiary and cancel the prior appointment.

- 3.3.5 Even if you have nominated other beneficiaries in your will, you still have to give us notice to change the beneficiaries of this retirement benefit by completing the [Beneficiary Nomination Form](#) and sending it to us.

3.4 Make additional contributions

- 3.4.1 You may only transfer additional contributions from an approved retirement fund.
- 3.4.2 If your contribution is from a provident fund, you will become a member of the PSG Wealth Preservation Provident Fund. If your contribution is from a pension fund, you will become a member of the PSG Preservation Pension Fund.
- 3.4.3 You may make additional contributions subject to our business rules and any regulatory requirements.
- 3.4.4 Take note that if your investment becomes subject to a valid Divorce Order, this will have an impact on the value of your benefit at retirement.

3.5 Reinvest your income distributions

If there is an income distribution within a unit trust, it will automatically be reinvested.

3.6 Change your investment

3.6.1 Switching between investments

You can switch between unit trusts or life portfolios on the [Fund List](#). This involves the sale of your units in your current unit trust or life portfolio and purchasing units in another unit trust or life portfolio.

This may not happen on the same day and we cannot guarantee that the prices will remain the same. It normally takes a **maximum of 2 business days** to switch between the unit trusts of the same management company and a **maximum of 4 business days** to switch between the unit trusts of different management companies.

In the process of effecting the switch, we may have to hold your funds. No interest will be payable to you during this period if we complete the switch in time.

3.6.2 Choosing another unit trust or life portfolio if your unit trust or life portfolio is no longer available

If one of the unit trusts or life portfolios you have chosen is no longer available, we will notify you in writing and ask you to choose an alternative unit trust or life portfolio within a specific timeframe.

If you do not select an alternative **within 30 business days**, we will automatically switch your contribution to the to the PSG Money Market Fund.

3.6.3 Ring-fencing a transaction

A sale of units in a unit trust may be delayed by the management company. This is referred to as ring-fencing. It becomes necessary if the scale of the transaction will result in the sale of the investment at a price which will have a negative impact on other investors. If your transaction has been ring-fenced, you will not be able to proceed until we have been notified by the management company that the constraints have been lifted.

The price at the time of the transaction will be applied, not the price on the date of the original instruction.

We are not responsible for any losses that you may suffer because of ring-fencing (e.g. fluctuations in the price or other losses relating to the delay of the transaction).

3.6.4 Deciding on residual balances

If funds remain invested in a fund after a 100% switch or withdrawal (e.g. if a dividend is declared after the switch or withdrawal or if units have been reserved for another transaction at the time we receive your instruction), we will not automatically switch or withdraw this residual balance. You have to instruct us to switch or withdraw the residual balance.

3.7 Correcting errors

- 3.7.1 You have **10 business days** after receiving confirmation of your investment or a change to your investment, or any statement from us to correct any errors.

What happens after 10 business days?

- 3.7.2 If you fail to correct the error within the **10 business-day period**, changes to your investment can only be made by selling the units or switching unit trusts at the market value at that time.
- 3.7.3 The **10 business-day period** does not apply if the error was a result of our negligence. If this is the case, we will put you in the position you would have been had we not made the mistake. However, by law, we are not required to pay interest in addition to the restoration.
- 3.7.4 PSG is not responsible for errors made by the management company or your financial adviser. However, you must still bring these errors to our attention within **10 business days** so that we can try to correct them.

4. Withdrawing your benefit

4.1 No cooling-off right

You cannot cancel your investment as there is no cooling-off period. However, you may transfer your investment to another financial services provider.

4.2 Retirement from the PSG Wealth Preservation Pension Fund

- 4.2.1 You can withdraw your benefit when you retire.
- 4.2.2 You can retire any time after reaching the age of 55.
- 4.2.3 You must notify PSG of your retirement by submitting the [Retirement Form](#) to us.
- 4.2.4 At retirement you can:
- take a maximum of one-third of the benefit as a lump sum. You must use the remaining two-thirds to purchase an annuity in your name,
 - take the full benefit as a lump sum if the pre-tax value of your benefit, on the date of retirement, is equal to or less than R247 500 (or any other amount determined by legislation), or
 - use the full benefit to purchase an annuity in your name from PSG Life or another registered long-term insurer.

4.3 Retirement from the PSG Wealth Preservation Provident Fund

- 4.3.1 You can withdraw your benefit when you retire.
- 4.3.2 You can retire any time after reaching the age of 55.
- 4.3.3 You must notify PSG of your retirement by submitting the [Retirement Form](#) to us.
- 4.3.4 At retirement you can:
 - take a maximum of one-third of the benefit as a lump sum. You must use the remaining two-thirds to purchase an annuity in your name,
 - take the full benefit as a lump sum if the pre-tax value of your benefit, on the date of retirement, is equal to or less than R247 500 (or any other amount determined by legislation), or
 - use the full benefit to purchase an annuity in your name from PSG Life or another registered long-term insurer.

4.4 Ill-health or disability

- 4.4.1 You can retire early if you become permanently incapable of carrying on your occupation due to ill-health or disability. You will receive the same benefits as with ordinary retirement.
- 4.4.2 The trustees will request medical and other evidence that you must provide at your own cost. This process is governed by the Fund Rules of the PSG Wealth Preservation Pension Fund or the PSG Wealth Preservation Provident Fund.
- 4.4.3 The trustees will consider the evidence and may grant you early retirement in writing if your application is successful.

4.5 Death

- 4.5.1 On notification of your death your investment will not be switched to cash but will remain invested. We must be informed of your death in writing as soon as possible.
- 4.5.2 The death benefit payable will be the market value of your investment less fees and charges.
- 4.5.3 The trustees will determine who your Dependants are, the allocation of the benefit to your Dependants and/or Nominees and how the benefit is to be paid.
- 4.5.4 Those who receive a benefit can choose to either receive a benefit as a lump sum (after tax has been deducted), or to purchase annuities, or a combination of both. They must purchase the annuities from us or from another registered long-term insurer.
- 4.5.5 For more information on the process that will be followed, please read the PSG Wealth Death Claim Pack, available at www.psg.co.za

4.6 Early withdrawal

- 4.6.1 You can make one withdrawal from the PSG Wealth Preservation Funds prior to retirement as long as you have not already made a withdrawal from the pension preservation fund or provident preservation fund from which your benefit was transferred.
- 4.6.2 When you make an early withdrawal, the South African Revenue Service will issue a directive and we will deduct the tax from your benefit as directed before we pay it to you.
- 4.6.3 All withdrawals are subject to the rules applicable to the specific underlying investment.
- 4.6.4 You can also withdraw the benefit early if you formally emigrate (and such emigration is recognised by the South African Reserve Service ("SARS")) or if you leave South Africa when your work visa or visitor's visa expires, as explained in the Income Tax Act.

5. Transfer of benefits to another fund

You may transfer your benefit to an employer-sponsored provident or pension fund or to the preservation fund of another registered financial services provider. You can transfer your benefit to a retirement annuity fund. The transfer will be subject to:

- the rules of the PSG Wealth Preservation Funds,
- the rules of the preservation fund or retirement annuity fund to which you are transferring your benefit, and
- any regulatory requirements.

You may request that the transfer is made by means of a transfer of units in the unit trust. Such a transfer will also be subject to the requirements and approval of the retirement fund administrator, the transferring retirement fund, and the management company.

6. Fees

6.1 Information about fees

6.1.1 In addition to the adviser fees, which you have agreed directly with your financial adviser, PSG will charge the following fees:

Administration fees	Fees (VAT exempt)	
Ongoing administration fee (for investments with a total value less than R50 000)	PSG funds	Other funds
<R50 000	1.15%	1.15%
Ongoing administration fee (for investments with a total value greater than R50 000)	PSG funds	Other funds
First R1 500 000	0.350%	0.575%
Next R4 500 000	0.230%	0.230%
Above R6 000 000	0.115%	0.115%
The sliding scales above apply to the total market value across all platform investments linked to your investor number assigned by PSG Wealth. Please note that any investment in a Personal Share Portfolio is excluded from this calculation.		
Transaction fees	Fees	
Switching fee	None	
Section 14 transfer out fee	None	
Fees and special levies	Fees	
Processing and governance fee	None	
You can also calculate the effective annual cost of your investment using the calculator on our website (www.psg.co.za). For more detailed information regarding EAC calculations please refer to the EAC Standard on the ASISA website.		

6.1.2 The ongoing administration fee is calculated daily based on the value of your investment. If you invested in a private share portfolio, the value of the portfolio will be deducted from the total value of your investment before the fees are calculated.

6.1.3 If a rebate is received from the management company on a unit trust, PSG will deduct it from the ongoing administration fee.

6.2 Fees may change

6.2.1 We may adjust fees from time to time as a result of changes in the regulatory or business environment.

6.2.2 We will give **three months'** written notice when new or additional fees or charges are added; the applicable fee percentage is increased; and if there is a change in the method of calculating any fee which leads to an increase in fees.

6.2.3 We will notify you of the effective annual cost every year.

6.2.4 The Trustees of the PSG Wealth Preservation Funds may decide to institute a special levy for a specific purpose and period.

6.3 How the fees will be paid

6.3.1 We deduct fees from your investment. All ongoing fees are deducted monthly. This deduction will be proportional to the size of your investment, and will be made from the funds in which you have invested.

6.3.2 Alternatively, you can select a preferred fee fund. We will deduct all ongoing investment administration fees and financial adviser fees from this fund. If the balance in your preferred fee fund is insufficient, we will deduct the fees from the funds to which they relate. If the balances in those funds are also insufficient, we will divide the fees between the remaining funds.

7. Tax

7.1 Any lump-sum payment before retirement, when you retire or that is paid to your beneficiaries, may be taxable at the rate determined in the Income Tax Act. PSG will deduct tax, as determined by the South African Revenue Service (SARS), from the benefit.

7.2 There is no tax on interest, dividends, or capital gains earned from the investment.

7.3 The portion of your benefit which is transferred to another annuity when you retire is not taxed when the transfer takes place. You will only be taxed when annuity payments are made from your new investment.

- 7.4 PSG cannot give any tax advice. We encourage you to obtain advice from a tax practitioner before investing.
- 7.5 Tax legislation changes from time to time. PSG is not responsible for any loss that you may suffer because of such changes.

8. Rules that apply when you give us instructions

8.1 How to give us instructions

- 8.1.1 You, or a third party that you authorised in writing must instruct us in writing. A copy of the written authorisation (i.e. power of attorney) must be provided to us.
- 8.1.2 Your financial adviser may also submit instructions. This is discussed in the section relating to “Appoint a financial adviser” below.
- 8.1.3 You can send instructions to us using our instruction forms (such as our secure, electronic instruction forms). In certain specific circumstances, we accept email instructions. You will receive written confirmation of your instruction within **one business day** of giving it. You must carefully monitor these communications and ensure that they are accurate and that you have authorised them.

Your username and password are how we identify you and it is your responsibility to keep them safe

- 8.1.4 When we receive instructions from the account using your username and password, we will assume that you authorised those instructions.
- 8.1.5 Online transactions are subject to the PSG Konsult Website and Online Transactions Terms and Conditions (available at www.psg.co.za). It is your responsibility to ensure that both your username and password are secure, that you never share them with third parties (including your financial adviser) and that you monitor activity on all the products and services you have selected for unauthorised access. You must notify us immediately if you suspect or become aware of any unauthorised use of your username and password, or if you did not receive an accurate confirmation of your instruction within **one business day** of giving it.
- 8.1.6 We are not responsible for any losses you may suffer because you did not adhere to the Website and Online Transactions Terms and Conditions. If you disclose your username or password to any third party, we are entitled to terminate our agreement with you.
- 8.1.7 We cannot guarantee that the website and the electronic services will be available at all times. They may be unavailable during periods of peak demand, system upgrades or for other reasons. We are not liable if you are unable to access your account or to give us instructions.
- 8.1.8 Please make sure that you complete all forms correctly. It is particularly important that you specify
- your PSG username,
 - the applicable investment option, and
 - the correct account for contributions by debit order.
- 8.1.9 If you completed any form incorrectly, this may result in a delay in processing your instruction or even lead to an incorrect investment. We do not accept any liability for any losses these delays or errors may cause.

8.2 Requirements for a valid instruction

Whether an instruction is accepted or not will depend on:

- our rules and those of the relevant management company,
- the Rules of the PSG Wealth Preservation Pension Fund or the PSG Wealth Preservation Provident Fund
- any applicable legislation,
- whether the investment you want to invest in is available,
- whether you have met requirements such as the minimum contribution amount, and
- whether our processing requirements have been met, (e.g. whether you have completed the correct form, provided the correct documentation and adhered to the relevant time periods and cut-off times).

8.3 Time periods and cut-off times

- 8.3.1 Transactional requests

All **requests relating to transactions** must reach PSG by **10h30** on the day on which the request must be executed. Requests relating to the **PSG Money Market Fund** must be received before **08h30**.

8.3.2 Debit orders

The **instruction to contribute via debit order** must reach PSG **four business days** before the date that you selected for the debit order. If the instruction is received after the cut-off time, it will only be processed in the next month.

8.3.3 Phase-in

Phase-in instructions must reach us by **08h30**. If the instruction is received after the cut-off time, we will only process it on the next business day.

8.4 Maximum processing times

Transaction	Maximum processing time after receiving your instruction
New investments	
Investing in a unit trust	1 business day
Investing in a life portfolio	5 business days
Switches	
Switching between the unit trusts of the same management company	2 business days
Switching between the unit trusts of different management companies	4 business days
Switching between life portfolios	9 business days
Withdrawals	
Withdrawals from one unit trust	PSG Money Market Fund: 1 business day. In most other cases: 2 business days.
Withdrawals from a single life portfolio	5 business days

8.5 Processing delays

We will do our best to ensure that your instructions are carried out within a reasonable time. However, often the selected investment may be managed by a third party that can cause a delay and is outside our control. Similarly, unforeseen events that cause widespread disruption can also cause delays.

We are not responsible for any loss you may suffer if we do not make payment in time for a new investment option or any other lost opportunity.

8.6 Instructions will be confirmed

We will confirm all instructions in writing.

9. Appoint a financial adviser

9.1 Appointing a financial adviser

- 9.1.1 You could benefit from appointing a financial adviser who can give you ongoing investment advice for this investment.
- 9.1.2 Your financial adviser must be registered in terms of the Financial Advisory and Intermediary Services (FAIS) Act and with us.
- 9.1.3 We are not responsible for any loss or damages caused by your financial adviser not being appropriately licenced.

9.2 The FAIS authority of your financial adviser

- 9.2.1 Only Category II financial advisers can instruct us on your behalf. We will follow their investment instructions in line with the signed client mandate, and our application form.
- 9.2.2 If you appoint a Category II financial adviser, the following will apply:
 - You have agreed to specific contractual obligations in your mandate with your financial adviser.
 - If you send us an instruction directly, and your adviser has discretion over that specific transaction, then we can only process it if your financial adviser has agreed to it.
 - We are not responsible for any loss or damages because of a delay in processing your direct instructions.

You are also responsible to ensure that your financial adviser is authorised

- 9.2.3 We will verify that the financial adviser is an authorised representative of a financial services provider which holds the appropriate licence(s), but you are also responsible to determine whether your financial adviser has authorisation. You can contact the Financial Sector Conduct Authority at 0800 20 37 22.
- 9.2.4 Financial services providers will let us know if the financial adviser is not an authorised representative anymore.
- 9.2.5 However, it is possible that we may receive instructions from financial advisers who are no longer authorised, but that we have not yet been notified of this change. Under these circumstances, we are not responsible for any loss you may suffer as a result of the unauthorised instruction.

9.3 Financial advisory fees

You and your adviser must agree on the adviser fee. If there are any disputes about the adviser fee, please contact your financial adviser. The adviser fee will be deducted from your investment. If it is an annual fee, it will be deducted in monthly instalments.

9.4 Changing financial advisers

You may decide to appoint, remove, or change your financial adviser at any stage and inform us of your decision in writing. We will inform the financial adviser of the change.

10. Our responsibilities

10.1 What are we responsible for?

- 10.1.1 Providing you with an annual benefit statement.
- 10.1.2 Ensuring that both the Fund and your Investment Account(s) comply with the investment exposure limits prescribed by Regulation 28.
- 10.1.3 Paying your benefit to you or to your Dependants and/or Nominees when you die.
- 10.1.4 Deducting tax on any lump sum(s) taken as per a tax directive issued by SARS and paying any amount due over to SARS.
- 10.1.5 Identifying and tracing your Dependants and Nominees when you die and determining how your death benefit should be allocated and paid.
- 10.1.6 Providing you with a tax certificate annually.
- 10.1.7 Having indemnity and fidelity insurance cover in place. This covers us against fraud, negligence, and dishonest behaviour.
- 10.1.8 If your policy is not claimed within a reasonable period of time, we may classify it as unclaimed. If this happens, we will take actions to trace your beneficiaries. Any reasonable costs associated with this tracing process will be deducted from the value of your policy.

10.2 Where does our responsibility end?

This section describes things for which we are not responsible. However, there are other exclusions of liability in relevant sections in other parts of this document. Please read all the terms carefully.

10.2.1 We do not give financial advice. We are not authorised to give any financial advice. This means that PSG is not responsible for the consequences of your investment decisions, specifically:

- You must ensure that you are aware of all the financial and tax implications of your investment decisions.
- You must appoint a financial adviser (who is a representative of an authorised financial services provider) to assist you in your investment decisions. We are not responsible for
 - the quality of the financial advice,
 - losses, delays or the rejection of your application that may occur if your financial adviser is not an authorised representative of a financial services provider or if they act beyond the scope of their licence, and
 - unauthorised instructions given by your financial adviser.
- You should continually monitor your investments to ensure that they continue to meet your needs.
- We will give you access to information about the investments, financial market data, news, research and opinions that we obtained from various sources (e.g. investment providers, financial market information services, financial publishers). You should treat this information with care. Neither we, nor the third-party sources are giving financial advice and will not accept responsibility if the information is inaccurate, incorrect, or out of date.

- 10.2.2 The management company.** We are not responsible for any errors that the management company makes.
- 10.2.3 Investments are inherently risky.** Investments are inherently risky due to the uncertainty of market fluctuations. This is why the investments are considered medium- to long-term investments. We do not guarantee the performance of any investment.
- 10.2.4 Changes in the law.** Changes to financial and tax legislation may result in losses to you. We have no control over these changes and are not responsible for the impact they have on your investment.
- 10.2.5 Unauthorised access.** We are not responsible for any loss caused by unauthorised access to your account. For instance, we are not responsible if you fail to safeguard your username and password, disclose them to a third party, or fail to notify us immediately if there has been suspicious activity on your account.
- 10.2.6 Acting on valid instructions.** We are entitled to act on any signed instruction we receive. We are not responsible for any loss you may suffer as a result of such an instruction (e.g. if you did not authorise the transaction).
- 10.2.7 Lost communications.** We accept instructions via electronic communications (e.g. fax, email, or the website). We are not responsible if these communications do not reach us as a result of a network or device failure.
- 10.2.8 Acting on incorrect information.** We are not responsible if you suffer any loss because you did not provide accurate information or did not inform us when your information changed.
- 10.2.9 Impossibility.** PSG is not responsible for any loss that resulted from circumstances beyond our control (e.g. an act of God, a natural or man-made disaster, armed conflict, act of terrorism, riot, labour, economic or financial disruption). We may also refuse to price investments under these circumstances.

What do we mean by loss?

Loss includes any financial loss, loss of returns, claims by third parties, or expenses. The term includes both direct and indirect losses.

11. How to lodge a complaint

11.1 Please come to us first

If you are not satisfied with your investment or the level of service you have received from us, we would like the opportunity to assist you in resolving your complaint. You can contact our client services centre and we will follow our complaints resolution process. A copy of our process is available on request.

11.2 Contact the Ombud for Financial Services Providers (FAIS Ombud)

If you are not satisfied with the advice you have received from your financial adviser, you can contact the Ombud for Financial Services Providers.

Postal address: PO Box 74571, Lynnwood Ridge, 0040
Tel: 012 765 5000 / 012 470 9080
Fax: 012 348 3447 / 012 470 9097 / 086 764 1422
Email: info@faisombud.co.za
Website: www.faisombud.co.za

11.3 Contact the Ombud for Long-term Insurers

If you are not satisfied with this product you can contact the Ombud for Long-term Insurers.

Sharecall: 0860 103 236
Tel: 021 657 5000 / 0860 103 236
Fax: 021 674 0951
Email: info@ombud.co.za
Post: Private Bag X45, Claremont, Cape Town, 7735

11.4 Contact the pension funds adjudicator

Postal address: PO Box 580, Menlyn, 0063
Tel: 012 748 4000 / 012 346 1738
Fax: 086 693 7472
Email: enquiries@pfa.org.za
Website: www.pfa.org.za

12. Contact us

Physical address: Building 1, The Ingress, Corner of Magwa and Lone Creek Crescents, Waterfall City, Waterfall, 2090, Gauteng, South Africa

Postal address: PO Box 61295, Marshalltown, 2107, South Africa

Sharecall: 0860 774 774

Email: clientservice@psg.co.za

Website: www.psg.co.za