



**STANLIB Classic Investment Plan**  
Terms and Conditions

**STANLIB**

## STANLIB Classic Investment Plan Terms and Conditions

The Classic Investment Plan is a flexible product which is ideal if you are saving towards a medium to long-term goal. You may choose to invest in a selection of unit trust funds, model portfolios, hedge funds, and other investment portfolio options.

### Contributing to your investment

You have a lot of flexibility when it comes to investing. You may invest in any of the following ways:

- An initial once-off lump-sum investment.
- A monthly or annual recurring investment by debit order, which you can start, change, or stop at any time.
- An additional lump-sum investment.
- Transferring monies from an investment account at another provider

The investment minimums are:

- Lump-sum investment: R50 000.
- Recurring investment: R1 000 per month or R12 000 per annum.

A maximum of R1 000 000 may be debited from your bank account within a day.

Once-off lump-sum investments may be made either by direct debit or electronic transfer.

### Withdrawing from your investment

You have unlimited access to your money. You may withdraw what you want, when you want, as often as you want. You can also set up a regular withdrawal payment from your investment.

### Product suitability

This product is suited to individuals and companies who want to grow their money while still having access to it when needed, and/or save towards a medium to long term goal. It is not the ideal solution should you wish to invest into something which protects your investment returns from tax.

## Key terms

### STANLIB Wealth Management (“STANLIB”)

STANLIB Wealth Management (Pty) Limited (Reg. No. 1996/005412/07) (590) is the administrator of your investment and is an authorised financial services provider (FSP) in terms of the Financial Advisory and Intermediary Services Act 37 of 2002 (FAIS). By investing with us, you have appointed STANLIB as your administrative FSP.

We reserve the right to cede or assign at any time the administrative FSP rights and obligations in this mandate to any third party who is approved as an administrative FSP in terms of FAIS. STANLIB holds adequate professional indemnity and fidelity insurance cover as prescribed by legislation.

### STANLIB Wealth Management Nominees (“nominee”)

STANLIB Wealth Management Nominees (Pty) Limited (Reg. No.: 2008/001972/07) is a nominee company approved by the Financial Sector Conduct Authority (FSCA) that holds assets for investors’ exclusive benefit. The nominee is wholly owned by STANLIB.

### Investor (“You, Your”)

The party who owns the investment with us. Individuals, trusts, and other legal entities may invest. We have the right to accept or refuse an application to invest at our sole discretion.

### Unit trust portfolio/Collective investment scheme

An investment product in which many different investors pool their money into a portfolio, which is managed by professional investment managers, according to the mandate of the portfolio.

### Investment manager

The licensed and registered party who manages the investment portfolio on a discretionary basis.

### Investment portfolio

Unit trusts and other solutions which you can choose to invest in via your investment account.

### Investment account

Your Classic Investment Plan, for which you will receive an account number.

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## **Financial adviser**

The person you have appointed to provide you with financial advice and intermediary services.

## **Financial Services Provider (“FSP”)**

Your adviser is employed by the FSP, which is a separate legal entity from STANLIB. The FSP is required to be correctly licensed by the FSCA to provide specific services. STANLIB will check this for you.

## **Model portfolio**

Investors with a similar risk outlook, return objective, and investment timeframe have their money invested in a range of investment portfolios by a specialist manager. The manager tailors the mix and proportion of investment portfolios in a model portfolio to the needs of that group of investors. This grouping of investment portfolios is known as a model portfolio.

## **Administrator**

A company, other than STANLIB, which administer investments of this nature.

## **Important rules which apply to this investment**

### **Registration of your investment**

We will register this investment in the name of the nominee in its capacity as an independent custodian, except in the case where law prescribes that the investment is held directly in the name of the client.

### **Terms and conditions**

This document along with your completed application form are the Terms and Conditions of your investment with us. We may amend these terms and conditions from time to time provided that we give you sufficient written notice of any material changes. The onus is on you to keep up to date with the terms which apply to your investment with us.

### **Guarantees and risk**

STANLIB does not guarantee the value of your investment or the performance of the investment portfolios in your investment account. The market value of your investment may fluctuate and go down as well as up, and past performance is not necessarily a guide to the future. You bear the investment and market risk which includes the possibility of losing capital. The investment portfolios which you select may expose you to risks such as political, currency, regulatory, settlement, market, taxation, or premium risk. It is your responsibility, in conjunction with your financial adviser, to understand the risks in your investment.

### **Cooling off**

No cooling-off period applies to this investment. Should you wish to no longer hold the investment you may request a full withdrawal, which may result in capital gains tax (CGT) being incurred. If you have invested by way of a debit order, you may not withdraw this money for 45 days after it is invested, as it is not yet fully cleared by your bank. Cheque deposit investments may not be withdrawn for 21 days after investment.

### **Ceding of your investment as collateral or security**

You may cede your investment account as security. We are only able to process a cession on your full investment. We cannot record a partial cession.

### **Transferring ownership of your investment**

You may transfer your investment to another party. The transfer will be subject to CGT, unless it's a transfer between spouses, which is CGT exempt.

### **Taxes applicable to your investment**

Your Classic Investment Plan is subject to Capital Gains Taxes (CGT) in the event of a withdrawal or when a switch between non interclass funds are triggered. Please consult your

Financial Adviser for such decisions. More information on this topic can be found on [https://www.sars.gov.za/Tax-Rates/Income-Tax/Pages/Capital-Gains-Tax-\(CGT\)](https://www.sars.gov.za/Tax-Rates/Income-Tax/Pages/Capital-Gains-Tax-(CGT)).

Interest and Dividend withholding taxes could apply to your investment as prescribed by the South African Revenue Services (SARS) guided by various conditions which could lead to a withholding tax event. More information on this topic can be found on <https://www.sars.gov.za/Tax-Rates/Income-Tax/Pages/Interest-and-Dividends>.

Should you qualify for a reduced or full exemption from withholding tax on Interest or Dividends, the associated exemption form needs to be completed specifying the exemption required. For more information on this form please visit our STANLIB website at [www.stanlib.com](http://www.stanlib.com).

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## What happens to the investment when you pass away

Your Classic Investment Plan will form part of your estate if you pass away. The executor of your estate will decide how the investment is distributed, according to your last will and testament. The executor may request a cash pay-out, or for the proceeds of the investment to be re-invested for a beneficiary. The amount, which will be paid to the estate, is the value of your investment at the time of the processing of the death claim.

## Transferring your investment to STANLIB from another administrator

You may transfer your investment to us provided that the transfer is permitted by legislation and permitted by the administrator from whom you wish to transfer. It is important that you understand the actual and possible implications and costs before you do this.

## Transferring your investment from STANLIB to another administrator

You may transfer your investment with us to another administrator, provided that the transfer is permitted by legislation and allowed by the administrator to whom you wish to transfer. It's important that you understand the actual and possible implications and costs before you request to transfer.

## Regular withdrawal

You can set up a regular withdrawal from your investment, which allows you to receive a payment on a regular basis, typically monthly.

## Voting in ballots

You will be requested to participate in a ballot vote for any proposed changes to a unit trust portfolio in your account. STANLIB will not vote on your behalf.

## Conflict of interest

We will, wherever possible, avoid situations which result in a conflict of interest for STANLIB. Where it is not possible to avoid such conflict, we will advise you of the conflict in writing at the earliest reasonable opportunity and will mitigate the conflict in accordance with our Conflict of Interest Management Policy.

A copy of this policy is available on our website. STANLIB is part of the Standard Bank Group of companies. Intermediaries of both the Liberty Group and Standard Bank Financial Consultancy (a division of the Standard Bank of South Africa Limited) are permitted to sell STANLIB products.

## Unclaimed Assets

Please ensure that STANLIB has your most up to date contact details and that you inform STANLIB of any changes in personal information. In the event that you become unreachable or any payment due to you is rejected by the receiving bank, your investment will be regarded as an unclaimed asset. We will make a concerted effort to contact any client with unclaimed assets, including appointing an external tracing company to trace and contact you. Costs related to tracing and administering unclaimed assets may be recovered from you. Unclaimed assets will continue to be invested in your investment Account in the Investment Portfolios you last specified until such time the assets are claimed or transferred to another Investment Portfolio with your consent.

## Complaints

If you are not satisfied with the service we have provided to you and you wish to make a formal complaint, please contact us or visit our website for the formal complaints process and forms. You should always raise your complaint directly with STANLIB before you can escalate it to the recommended regulatory bodies.

Complaints must be submitted in writing, if possible, and must contain all the relevant information, such as your investment account number, details about the complaint, your contact details, any correspondence from us which relates to the complaint, and relevant documents.

If you are not satisfied with the response you receive from us, or if your complaint relates to the advice provided to you by a financial adviser, you can raise your complaint with the Ombud for FSPs:

### The Ombud for Financial Services Providers / The FAIS Ombud

**Postal address:** PO Box 74571, Lynnwood Ridge, 0040

**Toll-free:** 0860 324 766

**Tel:** 012 762 5000 / 012 470 9080

**Fax:** 012 348 3447

**Email:** info@faisombud.co.za

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## Legislation which governs your investment

Amendments to or replacement of the legislation and directives for the following Acts, among others, may change the Terms and Conditions of your investment. Several of the below also require us to collect and retain your information in a specific manner:

- **The Collective Investments Schemes Control Act**
- **The Financial Advisory and Intermediary Services Act**
- **The Financial Intelligence Centre Act**
- **The Income Tax Act**
- **The Protection of Personal Information Act**
- **Exchange Control Regulations**
- **The Foreign Account Tax Compliance Act**

## Our contact details:

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Queries:



Email: [contact@stanlib.com](mailto:contact@stanlib.com)

Instructions:



[lispinstructions@stanlib.com](mailto:lispinstructions@stanlib.com)



Tel: +27 (0) 860 123 003

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Compliance Department:



Email: [LISPRiskandCompliance@stanlib.com](mailto:LISPRiskandCompliance@stanlib.com)



Registered Office: 17 Melrose Arch Boulevard, Melrose Arch, 2196

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