

## HOLLARD GUARANTEED PLANS - SECURITY CESSION FORM

### 1. Notes and Definitions

- 1.1. Security Cessions may only be made to eligible legal entities.
- 1.2. The temporary life annuity portion of a Guaranteed Income Plan may not be ceded as security.
- 1.3. Hollard Investments is a division of Hollard Life Assurance Company Limited.
- 1.4. The cedent and cessionary ("the parties") request Hollard Life to note a security cession on this investment.
- 1.5. This investment may not be ceded if it is already subject to a cession in favour of any other party.
- 1.6. The parties agree that this form is not a deed of cession, but merely a request by the cedent and cessionary for Hollard Life to note a cession as previously agreed between the parties.
- 1.7. This security cession notice will only be processed when all requirements are met and all required documents are received.
- 1.8. All documents can be sent via email to [Customercare@hollardinvestments.co.za](mailto:Customercare@hollardinvestments.co.za) or faxed to +27(0)11 351 3816.
- 1.9. The daily cut-off for receipt of instructions is **12H00**.
- 1.10. Any instructions received on a public holiday or over a weekend will be processed at the next available working day.
- 1.11. Each page of this instruction must be initialled by you or the person acting on your behalf.

### 2. Policyholder Details

Policyholder Name:  Policy Number:

### 3. Effective Date and Value of Security Cession

Please indicate the percentage of the policy to be ceded to the cessionary:  %

Effective Date of Security Cession:  dd/mm/yy

### 4. Cedent Communication regarding Cession

- 4.1. You will be notified that Hollard has recorded the cession by way of a letter. Please indicate your preferred communication method.
- 4.2. Notification of this cession will be forwarded to your Financial Services Provider.

Facsimile:  Attention:   
 Email:   
 Post: Name:   
 Post Office:  Number:  Code:   
 PO Box  Private Bag  Other PO Special Service  (e.g. PostNet Suite)

### 5. Cessionary Details

Cessionary Name:  Reg No.:   
 VAT Number:  Telephone:   
 Contact Name:  ID Number:   
 Email Address:   
**Registered Address:**  
 Complex Name:  Unit No.:   
 Street/Farm Name:  Street No.:   
 Suburb/District:   
 City/Town:  Code:   
**Postal Address:**  
 Postal address is as per the registered address  Yes  No – if no, please complete a postal address below.  
 Post Office:  Number:  Code:   
 PO Box  Private Bag  Other PO Special Service  (e.g. PostNet Suite)  
 Tax Number:  Tax Office:

**Communication to Cessionary regarding Cession:**

You will be notified that Hollard has recorded the cession by way of a letter. Please indicate your preferred communication method.

Facsimile:  Attention:

Email:

Post: Name:

Post Office:  Number:  Code:

PO Box     Private Bag     Other PO Special Service     (e.g. PostNet Suite)

**6. Cessionary Declaration and Signatures**

- 6.1. I, the authorised signatory, hereby confirm that I am duly authorised to sign on behalf of the cessionary named herein;
- 6.2. We, as cessionary named herein, hereby accept that the policy as numbered herein, has been ceded to us for security purposes;
- 6.3. We confirm that we have read and understood all relevant documentation pertaining to the policy and that we understand the benefits, restrictions and/or risks associated therewith;
- 6.4. We agree with the details completed herein and, on implementation of this cession and thereafter, agree to notify Hollard in writing should any of the said details change during the period of our cessionary status.

Signed at  (Place) on this  (Day) day of  (month)  (Year)

Authorised Signature:  Designation:

Witness Name:  Signature:

**7. Cedent Declaration and Signatures**

- 7.1. I/We, as cedent of the policy as listed in herein, hereby cede, transfer and assign the right, title and interest therein in the proportion specified, together with all the benefits and advantages to be derived therefrom as security, to the cessionary named herein;
- 7.2. I/We declare that my/our estate is and has not been sequestered;
- 7.3. I/We further confirm that no previous cession are currently in force on the policy detailed herein and that I/we am/are permitted as such to request this cession be made now;
- 7.4. I/We confirm my/our understanding of the implications of the cession of the policy to the specified cessionary;
- 7.5. I/We confirm that this form has been completed and signed of my/our own free will and that I/we were not influenced or coerced in any manner to cede this policy as detailed herein;
- 7.6. I/We confirm that all the details completed herein are true and accurate at the time of completion, and agree to notify Hollard in writing should any details be discovered to be false or incorrect, prior to the implementation of the cession in question;
- 7.7. I/We furthermore confirm that I/we have signed this declaration of my/our own free will and I/we regard it as binding;
- 7.8. I/We acknowledge and agree that all facsimile/electronic representations of all documents, including this form, and any other instructions hereafter, including mandates, consents, commitments and the like, which purport to emanate from me/us, shall be deemed to have been given by me/us in the form actually received by Hollard Life. I/We hereby waive any rights I/we may have or may obtain against Hollard Life arising directly or indirectly from any losses or damages that I/we may suffer because Hollard Life acted on any purported facsimile/electronic representations, and I/we indemnify Hollard Life against any claims, demands or actions suffered by them because they acted on a facsimile/electronic representation.
- 7.9. I/We hereby agree that the Policy Conditions and Investor Schedule, as provided along with the processing confirmation for this instruction, form the basis of my/our contract with Hollard Life, together with any annexures, written amendments and endorsements. Hollard Life may amend the terms and conditions of the policy after giving written notice of the proposed changes, provided that any such changes may not adversely affect any accrued right or benefit that I/we may have under the policy, unless such a change is required by legislation or a regulatory authority.
- 7.10. **Matured policies only:**
  - a. I/We understand that I/we am/are solely responsible (in consultation with my/our Financial Advisor) for the selection of the investment portfolios to be held within the policy and that Hollard Investments has not given me/us any advice in relation thereto.
  - b. I/We understand and accept all risks associated with this investment. In addition, I/we confirm that I/we have read all relevant documentation associated with this policy.
  - c. I/We understand that Hollard Life does not guarantee the returns on the available investment portfolios, nor is responsible for the Investment Manager charges or the performance fees levied by the Manager.
  - d. Hollard Life will levy an annual administration fee of 0.5% per annum excl. VAT on the Investment Account after the Maturity Date of the Guaranteed Investment Option. We reserve the right to amend these fees at Hollard Life's sole discretion. You will receive prior written notice in the event of a change.
  - e. Hollard Life will after the Maturity Date of the Guaranteed Investment Option levy an income tax charge of 15%, CGT tax charge of 5% and a Dividend Withholding tax (DWT) charge of 15% on all Investment Portfolios excluding the Hollard Prime Unit Trust Funds for which no income tax or CGT charges are levied. We reserve the right to amend these fees at Hollard Life's sole discretion. You will receive prior written notice in the event of a change.
  - f. Should your policy be invested in the Hollard Prime Yield Plus default maturity fund at an 8% charge on taxable income, the policy will automatically be switched into the equivalent Hollard Prime Yield Plus Fund at a 0% taxable income charge.
  - g. The Managers of the underlying Investment Portfolios will levy an Annual Portfolio Management Fee and Initial Management Fee (if applicable). The full list of Investment Portfolio Management fees are available on the Portfolio List which can be found on the Hollard website [www.hollard.co.za](http://www.hollard.co.za).
- 7.11. I/we understand and agree to pay all the charges and investment fees applicable to this policy.

Signed at  on this  day of    
(Place) (Day) (month) (Year)

Cedent Name:  Signature\*:

Cedent Name:  Signature\*:

Cedent Name:  Signature\*:

\* If the Policyholder is under the age of 18, this signature must be that of the Person Acting on Behalf of the Policyholder.

**If you, the cedent named herein, are married in community of property, in terms of the Matrimonial Property Act, 1984, the consent of your spouse is required to authorise your cession of this investment.**

7.12. I, the spouse of the cedent herein, hereby agree to the cession of this investment for security purposes as detailed herein.

Signature of Spouse:

Date:  dd/mm/yy