

O A S I S C R E S C E N T



I N S U R A N C E L I M I T E D

OASIS CRESCENT PROPERTY ENDOWMENT

Terms & Conditions (Policy Document)



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IMPORTANT INFORMATION:

If the mandate of this product is not acceptable to you then we suggest that you consider investing in an alternative product within the Oasis Range. Please consult your financial advisor should you have any doubt prior to investing in this product.



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1. DEFINITIONS

In these terms and conditions the following words and expressions shall bear the meaning assigned to them below:

Act:	The Long Term Insurance Act, Act No. 52 of 1998 (as amended).
Administrator:	The party selected by the Insurer to administer the functions of the Insurer, as an Agent of the Insurer. The Administrator is Oasis Crescent Wealth (Pty) Ltd. (Company Registration Number: 2009/022024/07), an authorised Category III Financial Services Provider (FSP Number: 40873) regulated by the Registrar of Financial Services Providers.
Business Day:	Any day other than a Saturday, Sunday or South African Public Holiday.
Commencement Date:	The date on which the Insurer issues the policy.
CPI:	Consumer Price Index as published by Statistics South Africa, from time to time, by way of its series P0141 releases.
Death Beneficiary:	In the event of death of the Policyholder, this is the entity/individual which will receive any benefits due under this Policy.
FAIS Act:	The Financial Advisory and Intermediary Services Act, Act No. 37 of 2002 (as amended).
Financial Advisor:	Category 1 Financial Services Provider, as described in and registered under the FAIS Act, and approved by the Administrator to sell this Product.
Insurer:	The Company issuing the Policy to the Policyholder. The Insurer is Oasis Crescent Insurance Ltd. (Company Registration Number: 2010/005698/06) a Long Term Insurance Company registered in terms of the Act and regulated by the Registrar of Long Term Insurance.
Investment Portfolio:	The underlying investment portfolio fund that is prescribed for this Product, into which the assets of the Policy will be invested.
Investment Manager:	The party selected by the Insurer and/or its agents to manage the assets on behalf of the Insurer. The Insurer has entered into an agreement with Oasis Crescent Capital (Pty) Ltd. (Company Registration Number: 2002/004349/07), a registered Category II Discretionary FSP (FSP Number: 796), regulated by the Registrar of Financial Services Providers.
Joint Ownership Beneficiary:	In the event of death of a Policyholder, where such policy is held by more than one entity/individual, this is the individual who will become an owner of the Policy.
Nominee Company:	The company exclusively selected by the Administrator to hold assets under its Administration in safe custody, as approved by the Registrar of Financial Services Providers. The Nominee Company is Oasis Crescent Nominees (Pty) Ltd., (Company Registration Number: 2009/022022/07), an authorised Nominee regulated by the Registrar of Financial Services Providers.
Non Permissible Income:	Non-Permissible Income ("NPI") is incidental income which is received within the Product which does not accrue to the Policyholder. Such income falls outside the scope of the mandate of the Product and is deemed to be non-permissible in accordance with the rulings and guidelines of the Shari'ah Supervisory Board of the Investment Manager and is donated to the Oasis Crescent Fund Trust.
Oasis Crescent Fund Trust	The Oasis Crescent Fund Trust is a non profit organization (Registration Number: 050-482-PBO) governed by a Trust Deed with the objective of making charitable donations in the primary areas of healthcare, education, social upliftment and disaster relief. The Trust is audited annually.
Outright Cession:	An outright cession is a transfer of ownership of the policy which results in the person to whom the policy is ceded becoming the new Policyholder.
Policy:	This document constitutes the policy document between the Insurer and the Policyholder and constitutes a Policy Document as defined within the Act.
Policyholder:	This is the investor and owner of the Policy.
Product:	The Product refers to the Oasis Crescent Property Endowment Policy, a policy issued by the Insurer, and administered by the Administrator.
Security Cession:	An agreement where you provide the policy as security for an obligation to a third party. Such party is a security cessionary who will hold the policy as security, and shall not replace the Policyholder as the owner of the policy. Such a cessionary has a preferential right over your beneficiaries.



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2. PRODUCT

2.1. Non Permissible Income ("NPI")

Funds falling within the Oasis Crescent Range are Shari'ah Compliant products, and the Policyholder should understand, prior to investing in this Product, that NPI will not form part of the Policy. Any interest earned on a contribution amount or arising from any transaction shall be treated as NPI and upon receipt of such interest, such proceeds shall be treated accordingly, and donated to the Oasis Crescent Fund Trust. NPI shall not be a constituent part of, and is specifically excluded from the "eligible assets" of the Product as defined in the Act. This is done in accordance with the mandate of the Product.

NPI does not belong to the Policyholder and does not accrue to the Policy holder. The Policyholder shall have no right to receive such proceeds and accepts that it/he/she shall have no right to receive such proceeds and shall never have any future claim for any portion of such proceeds. The Policyholder who is a signatory to the Application Form agrees, by appending a signature thereto, that NPI earned within the Product, the Investment Portfolio and/or any interest shall be donated to the Oasis Crescent Fund Trust in its capacity as a charitable organisation and not in its capacity as an investor (if applicable) and that this consent shall apply in respect of all subsequent transactions.

2.2. Product Description

The Oasis Crescent Property Endowment policy is a savings investment policy, purchased from the Insurer in the name of the Policyholder, within the framework of the Act, with maturity terms of 10 or 15 years or perpetually. The Product is designed to enable an investor to take exposure to Shari'ah compliant property securities (listed and/or unlisted) and cash.

The Product is managed in accordance with the guidelines that have been established by the independent Shari'ah Advisory Board of the Investment Manager. These guidelines stipulate the exclusion of securities, whose primary business activities are non-permissible according to Shari'ah law, from the investment portfolios of the Oasis Crescent range of products.

The Shari'ah Advisory Board has been appointed to advise Oasis on Shari'ah investment and ethical issues. In addition, this board is responsible for conducting an Independent analysis of the Oasis Crescent range of products and Investments as well as investment income to ensure that it is aligned with Shari'ah investment guidelines. Each year a certificate of compliance is issued by the Shari'ah Advisory Board for all of the Shari'ah compliant funds that Oasis manages.

The Policy is a pure investment policy with no life cover and contains no risk cover or guarantees of any nature.

2.3. Policyholder Qualification

Qualifying Policyholders consist of:

- Natural Persons
- Entities exempt in terms of sec 10 of Income Tax Act 58 of 1962 as amended, e.g. Educational or Charitable Trusts, Retirement Funds or Annuity benefits and/or any other applicable legislation.
- Companies, Close Corporations, Trusts or Partnerships

2.4. Basis of Agreement

The whole of this agreement, between the Insurer and Policyholder is constituted by way of the Insurer and / or its authorized Agent, approving the duly completed application form (including any mandatory requirements), receipt of the amount to be invested, these Terms and Conditions (Policy Document), and the issuing of a welcome letter to the Policyholder, confirming the investment. All subsequent instructions received by the Insurer and/or the Administrator, and which have been accepted shall constitute part of this agreement.

The Insurer has delegated its administrative functions to the Administrator, who is authorized to act as an agent of the Insurer.

The Policyholder declares that it/he/she has the necessary capacity in order to enter into the contract and where applicable, is duly authorised to enter into the contract.

The Administrator shall utilize the Nominee Company to hold any amount which has been invested through the Administrator into the underlying investment portfolio options made available by the Insurer.

This agreement will end in the case of the death of the Policyholder, or on a full withdrawal taking place, or on your Investment Portfolio reducing to zero.

3. OWNERSHIP OF UNDERLYING ASSETS

The underlying assets invested within the Investment Portfolio are the property of the Insurer, and administered by the Administrator.

The Policyholder has no right to the underlying investments held by the Insurer.

4. GOVERNING LEGISLATION AND REGULATION

This policy is subject to such laws as may be applicable to this policy from time to time including but not limited to:

- The Long Term Insurance Act 52 of 1998 which governs the Insurer and the Product;
- Income Tax Act 58 of 1962 which governs where tax is applicable;



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- Financial Intelligence Centre Act 38 of 2001 which governs the requirements to obtain information to verify the Policyholder before the investment is made;
- Financial Advisory and Intermediary Services Act 37 of 2002 which governs the provision of advice, rendered by a third party Financial Advisor to the Policyholder and governs the relationship between the Policyholder and Administrator; as amended or replaced from time to time.

5. POLICYHOLDER DETAILS

5.1. Personal Information

The Policyholder is obliged to comply with all requirements prescribed by the Insurer in order to be eligible to purchase the Oasis Crescent Property Endowment Policy. Such requirements include, but are not limited to, the provision of information which is true, accurate, and which contains all pertinent information as determined by the Insurer in its reasonable discretion from time to time in order to enable the Insurer to ascertain the facts prior to permitting the Policyholder to purchase the Policy. Such information includes, but is not limited to, the application form and any other information required by the Insurer in order to comply with governing regulatory and Know-Your-Client requirements. Unless specifically excluded in the application form by the Policyholder or in terms of any applicable law, the Insurer is authorized to pass on client details for marketing and market research purposes to third parties, and the policyholder confirms that it has consented to such passing on of the information by the Insurer.

5.2. Bank Account Details

- The bank account must be held in the name of the Policyholder.
- Payment will only be made to a Current, Transmission, or Savings Account.
- Payment will not be made to a Credit Card or Market Linked account.
- Unless the provisions of paragraph 10.12 below apply; in which event payment may be made in terms of the specific provisions of the pledge or cession, payment will not be made to third party bank accounts.
- All payments will be made electronically in such currency as is legal tender in South Africa as at the due date for payment.

6. BENEFICIARIES

6.1 Death Beneficiary

The Policyholder may select Death Beneficiaries to receive the benefits under the Product upon the death of the Policyholder. The Policyholder retains the right to modify Death Beneficiaries and their share of the benefit on written notice to the Insurer at any time.

6.2 Joint Ownership Beneficiary

Where there is more than one Policyholder, then each Policyholder is entitled to nominate a Joint Ownership Beneficiary to whom ownership of the policy will pass upon death of the Policyholder. A Joint Ownership Beneficiary does not have the right to receive the proceeds of the policy upon the death of the original Policyholder.

7. MINIMUM INVESTMENT AND SOURCE OF FUNDS

Unless otherwise agreed in writing by the Administrator in its sole and absolute discretion, voluntary / discretionary Investments into the Product can be in the form of the following:

- An initial lump sum contribution of no less than R50 000; or
- An initial lump sum contribution of no less than R50 000 and, at the option of the Policyholder, a monthly debit order contribution of no less than R1000.

The Administrator may increase or decrease the minimum investment limits at its discretion and these limits are therefore subject to change.

Where the Policyholder elects to implement a monthly debit order as contemplated above, the Policyholder may select from a range of escalation options. The Policyholder is allowed to stop making monthly contributions at any time. It is the Policyholder's responsibility to inform the Administrator of his/her decision to stop contributing to the Policy.

The Policyholder must comply with the requirements of the Financial Intelligence Act of 2001. This requires full disclosure of the source of the funds.

8. INVESTMENT SELECTION

8.1. Investment Strategy

The Oasis Crescent Property Endowment Policy follows an investment strategy designed to provide investors with the opportunity to invest in Shari'ah compliant property companies (listed and/or unlisted). It maintains an actively managed portfolio that relies on independent research that is conducted by the Investment Manager. To reduce the level of portfolio risk and meet the objectives of the Policy, it is diversified across a range of different property types that would include, but not be limited to, high-quality residential and commercial properties.



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8.3. Interest Earned and Non Permissible Income

Any bank interest earned on the contribution amount shall be treated in accordance with the governing regulations and upon receipt of such interest shall be donated to the Oasis Crescent Fund Trust in accordance with the mandate of this Policy as defined in the Product Description read with the NPI provisions. The Policyholder shall have no right to receive such proceeds as part of his Investment Account. Such interest shall not be a constituent part of the "eligible assets" of the Policy as defined in governing legislation. Any "non permissible income" earned in the investment Portfolio shall be donated to the Oasis Crescent Fund Trust in its capacity as a charitable organisation and not in its capacity as an investor (if applicable) in accordance with this document. The Policyholder shall have no right to receive such proceeds.

8.4. Investment Management and Investment Administration

The investment management of the underlying investment portfolios is undertaken on behalf of the Insurer, by its designated Investment Manager. Investment portfolios are unitized and priced on a daily basis. Once a Policyholder has successfully purchased an Oasis Crescent Property Endowment Policy, the Policyholder shall be allocated units in the underlying investment portfolio selected in accordance with the processing timelines mentioned in this document.

9. FEES & CHARGES

All fees quoted in this document are exclusive of VAT. The amounts charged against the Policy shall include VAT where applicable.

9.1. Financial Advisor Fees

The Policyholder and the Financial Advisor must agree on the applicable financial advisory fee. This fee must be indicated on the relevant form. The Administrator will ensure that the initial advice fee is paid from the initial amount received in accordance with the instruction of the Policyholder. Thereafter, the ongoing advisory fee will be paid by the way of realizing units from the Investment Portfolio of the Policyholder in accordance with the instructions provided by the Policyholder.

If, during the term of investment, the Financial Advisor fees are renegotiated, or where the fee is negotiated for an additional investment and this is different to the fee currently being paid, then the adjusted fee will apply across the whole Investment Portfolio.

The Administrator reserves the right to determine the limits set with regard to Financial Advisor Fees.

9.2. Administrator Fees

No initial administration fee is payable to the Administrator.

An annual fee ("administration fee") of 0.4% is payable to the Administrator. This fee is calculated and accrued daily, based on the daily market value of the Investment Portfolio, and paid to the Administrator on a monthly basis.

9.3. Portfolio Management Fees

An annual portfolio management fee is payable to the Investment Manager. The base fee charge is 1% per annum. Performance fees are payable in the case of outperformance of the underlying portfolio, relative to its benchmark, being the CPI +1% rate. The sharing ratio of the performance fee is 20% of the outperformance and the total fees are capped at 3%. This fee includes the investment management fee and is calculated and accrued daily based on the daily market value of the Investment Portfolio, and paid to the Insurer on a monthly basis. No other fees are charged.

Schedule of Fees

Fee Type	Financial Advisor	Administrator	Investment Manager
Initial	Maximum 3% (excl VAT) deducted prior to each investment being made. Where ongoing fee is greater than 0.5% (excl VAT) then initial fee is limited to 1.5%.	No charge	No charge
Ongoing	Maximum 1% per annum (excl VAT) of the investment account. Where the initial fee is more than 1.5% (excl VAT) then the maximum ongoing fee is 0.5%.	0.4%	1% to 3%

9.4. Exit Fee

An Exit Fee will be charged on the value of the amount being withdrawn, depending on the length of time that the Policyholder has been invested in terms of the Policy, in line with the below mentioned table.

Years since Commencement	Exit Fee
0 - 5	1%
Over 5	0%

* Year refers to a full year of 12 months. Part of a year does not constitute a year.



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9.5. Other Charges

Provided that the Administrator acts within the scope of its authority in respect of any applicable instruction, it will be held harmless and is indemnified against any/all charges/expenses actually incurred by the Administrator relating to any transaction which is returned by the Policyholder's bank, and not given effect to. The Administrator will add any amount for which the Policyholder is liable, under this indemnity, to any amount due to the Administrator and the Administrator may deduct, and pay over such amount to itself from any payment due to the Policyholder. The Policyholder's liability under this indemnity shall be limited to the amount in respect of any payment value and/or charges/expenses incurred by a transaction returned by the bank and not given effect to.

Benefits can be reduced by the Administrator to collect fees directly related to portfolios and administration of benefits.

9.6. Changes to fees and charges

The Insurer and/or the Administrator will recover any new fees and charges from the policy if charged to the Insurer and/or the Administrator. The Insurer reserves the right to amend the applicable fees and charges. The Insurer will provide the Policyholder with 90 days written notification when new charges are included and when existing charges pertaining to the Administration Fee, Exit Fee and "other fees" are amended. Any changes to the fees and charges relating to the Financial Advisor are not governed by this provision. Where circumstances exist which warrant a reduction in the aforementioned notice period, the Insurer and/or the Administrator reserve the right to effect such changes within a shorter period.

10. GENERAL CONDITIONS

10.1. Contractual Capacity

Any policyholder with full contractual capacity (i.e. does not require the assistance of his parent/legal guardian or the like) may enter / vary or deal with the policy. The Administrator reserves the right to request additional requirements of whatsoever nature, as may be deemed appropriate, so as to confirm that the Individual may transact on the policy.

10.2. Anti-Money Laundering

The responsibility of carrying out Anti Money Laundering checks resides with the Financial Advisor as an accountable institution. In order to safe-guard against the risk of money laundering the Administrator reserves the right to check, from time to time, the credentials of the Policyholder in terms of the relevant FICA legislation, and any other governing or subordinate legislation, rules or standards applicable to the identification of Individuals as listed, suspicious or politically exposed.

10.3. Cooling-off Period

If no benefits have been received, the policy may be cancelled within 30 days. The amount that you will receive back will be equal to the amount invested, adjusted for market movements, and less any charges incurred by the Administrator. The 30 day period commences from the date of issue of the welcome letter. Cancellation must be in writing. Contributions would be refunded after the deduction of the Administration Fee and the Insurers Fee incurred during the period that the assets were invested and taking into account market movement that can affect the investment. The payment of any benefit from the Policy during this period will result in the lapsing of this clause and the expiry of the cooling-off period.

10.4. Guarantee of Investment Return

Past performance of the Investment Portfolio is not necessarily an indication of future returns. No guarantees are provided. Any calculations made are approximations, meant as guidelines only, which the Policyholder must confirm before relying on them and also at the time of finalising any transaction.

10.5. Life cover

The Policy is a pure investment Policy with no life cover and contains no risk cover or guarantees of any nature.

10.6. Loans

No loans will be provided by the Insurer against the Policy.

10.7. Policy Maturity

Where the Policy has a maturity date (in the case of the Policyholder selecting a term of 10 or 15 years) the prevailing market value of the Investment Portfolio shall be paid to the Policyholder on the date of maturity. This is subject to the Policyholder providing the Administrator with the relevant signed form and supporting documentation.

10.8. Withdrawal

The restriction period is the period imposed by legislation in which there are restrictions on withdrawals that can be made from the policy. It applies during the first 5 years of the policy and during any subsequent 5 year period. Such subsequent 5 year period commences where contributions to the policy are more than 120% of the value of the premiums received in any of the previous two years.

During a Restriction period the maximum amount that can be withdrawn is the lesser of;



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- the contributions made during the restriction period, including any market value in the Policy, the day before the restriction period started plus 5% interest, compounded annually;
OR
- the market value of the Investment Portfolio less fees and charges.

Any remaining balance must stay invested until the restriction period ends.

If the policy is not in a restriction period the Policyholder may;

- withdraw the full amount of the investment value, or
- request a partial withdrawal or
- request the Administrator to provide an ongoing payment at the frequency determined by the Policyholder.

10.9. Disability / Ill Health

Disability means the total and permanent disability and inability of the Policyholder, as a result of illness or injury to exercise his/her own or similar or any reasonable occupation for reward, for which he may be qualified by virtue of the Policyholder's education, training, experience and ability, which decision shall be made at the sole discretion of the Insurer.

In the event of the Policyholder meeting the requirements of the Insurer of the Policy, the Policyholder shall be entitled to early surrender without incurring any Exit Fees.

10.10. Death

10.10. 1. Notification of Death of the Policyholder

The Administrator must be informed of the death of the Policyholder as soon as is practical and furnished with all relevant and appropriate supporting documentation as determined by the Administrator on its website from time to time.

Where the Policy was purchased by more than one Policyholder, the Policy shall continue and the Joint Ownership Beneficiary shall be replaced as an owner of the Policy subject to the Joint Ownership Beneficiary complying with the requirements of the Administrator and being accepted as a Policyholder by the Administrator.

Where the Policy is held by multiple Policyholders and no Joint Ownership Beneficiaries have been nominated, then the proceeds shall be paid to the remaining Policyholders in a proportionate share upon completion of the death claims process.

Where no Policyholders remain and no Death Beneficiaries have been nominated, the proceeds shall be paid to the testamentary trust or estate of the deceased Policyholder.

10.10. 2. Administration Process on Death

In order for the death claims process to commence and be completed the following process will be applied:

- The Investment Portfolio shall be switched to a Benefit Settlement Portfolio until the proceeds have been paid out. The proceeds that are payable once the claim is completed shall be net of fees and charges incurred by the Administrator in processing the claim.
- The Administrator will provide the authorised parties with the details of the necessary requirements. The Administrator has the discretion to call for additional documentation.
- Once the fully completed documentation is received, the Administrator will process the instructions for the distribution of the investment.
- The proceeds shall be paid to the beneficiaries within a reasonable period of time.

The nominated Death Beneficiaries shall each receive an equal share of the proceeds unless otherwise indicated on the Application Form and/or subsequent Beneficiary Nomination Form.

10.11. End of Policy

The Policy is deemed to have come to an end when;

- the total value of the Policy is withdrawn, or
- the total value of the Policy falls below the minimum amount determined by the Insurer or as prescribed by legislation from time to time, or
- the value of the investment is zero
- on death.

10.12. Pledge or cession

The benefits under the Policy may be pledged or ceded to another party. The pledge or cession is subject to the full terms and conditions of the Property Endowment Policy. The Administrator is not responsible for errors arising out of the treatment and processing of such pledge or cession. It is the responsibility of the Policyholder to verify and ensure that the Administrator and/or Insurer have correctly recorded the cession and to keep the Insurer and the Administrator apprised of changes in circumstances, including a cancellation of such cession.



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10.13. Policyholder Protection Rules

A copy of the Policyholder Protection Rules can be found on the Oasis website, www.oasiscrescent.com.

10.14. Powers of Attorney

Where the Policyholder nominates, constitutes or appoints a third party to be the Policyholders legal representative / agent and to act in the name, place and stead of the Policyholder, the Policyholder agrees to indemnify and hold the Administrator harmless against any losses, damages and expenses, or whatsoever nature, whether directly or indirectly, suffered by the Policyholder.

11. TAXATION

The Insurer will be required to pay Capital Gains Tax (CGT) and Income Tax, at the applicable rate, dependent on whether the Policyholder falls into one of the following categories:

- Individual Policyholder, being a natural person or a Trust where the beneficiaries are natural persons.
- Untaxed Policyholder, being nontaxable institution including but not limited to an educational/charitable body.
- Company Policyholder, being Companies, Close Corporations, or Trusts where beneficiaries are not natural persons.

Tax incurred is recovered from the Policy and paid to the relevant authority.

12. DUTIES OF THE INSURER AND ADMINISTRATOR

12.1. Amendment to Terms and Conditions (Policy Document)

The Administrator and Insurer are entitled to amend the Terms and Conditions (Policy Document), from time to time at their sole discretion based on such reasonable grounds as they may determine, and such amended Terms and Conditions (Policy Document) shall be available on the website www.oasiscrescent.com.

12.2. Business Processing times for Investment Instructions

The Administrator is responsible for processing the investment instruction subject to the timeliness applicable at the time of receipt of the instruction. A similar indicative process is applied in the case of other instructions.

	Instruction received	Process the instruction	Utilize (price received by investor)	Investment confirmation	Welcome letter
Investment	Before 10h00 on Day 1	Day 1	Day 2	Day 3	Day 4
	After 10h00 on Day 1	Day 2	Day 3	Day 4	Day 5
Switch	Before 10h00 on Day 1	Day 1	Day 1	Day 2	N/A
	After 10h00 on Day 1	Day 2	Day 2	Day 3	N/A
Withdrawal	Before 10h00 on Day 1	Day 1	Day 1	Day 2	N/A
	After 10h00 on Day 1	Day 2	Day 2	Day 3	N/A
Cession	Before 10h00 on Day 1	Day 1	Day 1	Day 2	N/A
	After 10h00 on Day 1	Day 2	Day 2	Day 3	N/A

In the case of withdrawals units shall be sold within the Investment Portfolio, whereupon funds shall be transferred to the Nominee prior to payment to the Policyholder. The Insurer, the Administrator and the Nominee cannot be held liable for delays arising out of funds not received by the Policyholder due to banking delays.

Duly completed instructions received from Policyholder shall be processed in order of receipt, and based on whether it is received before or after the daily cut-off time as determined by the Administrator.

12.3. Changes to Investment Portfolio

The Insurer and Investment Manager are entitled to effect a change to the underlying Investment Portfolio, without prior written notice to the Policyholder.

12.4. Communication

The Administrator shall ensure that the Policyholder receives communication on behalf of the Insurer. Such communication includes the provision of an Annual Investment Statement. The Administrator shall confirm changes made by the Policyholder in writing.

12.5. Death Benefits

Upon formal notification of the death of the Policyholder and adherence to the requirements of the Administrator, the Administrator shall process the necessary claim against the Policy.



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12.6. Professional Indemnity and Fidelity Insurance Cover

The Insurer, the Administrator, the Investment Manager, and the Nominee Company have the necessary Insurance Cover to:

- indemnify every director, managing director, agent, auditor, secretary and every officer for the time being of the Nominee against any liability incurred by any such person in defending any proceedings, whether civil or criminal, in which judgment is given in such person's favour, or in which he is acquitted, or in connection with any application under section 248 of the Companies Act 71 of 2008, in which relief is granted to him by any Court;
- indemnify every client of the Nominee against any loss sustained in consequence of a breach by the Nominee of its agreement with a client; and
- indemnify the Nominee against any liability incurred in respect of any act or omission by the Nominee's directors, employees, agents, servants or contractors.

12.7. Reinvestment of Income Distributions

The Insurer and Investment Manager shall ensure that all income distributions received from the underlying investments are re-invested within the portfolio.

12.8. Right of Refusal

The Administrator reserves the right not to accept any application form, or any subsequent instructions, on behalf of the Insurer, on any basis, and reverse a transaction, on behalf of the Insurer, should the circumstances justify doing so.

13. DUTIES OF THE POLICYHOLDER

13.1. Provision of Information

The Policyholder is obliged to ensure that all information provided to the Insurer and its Administrator is true and valid. The Policyholder must ensure that the Administrator has the latest contact details and banking details of the Policyholder, as well as full particulars of nominated Beneficiaries. It is the obligation of the Policyholder(s) to complete and sign the relevant forms.

13.2. Appointment of Financial Advisor

The Policyholder is entitled to change the Financial Advisor, subject to acceptance by the Administrator of the relevant forms. If the Financial Advisor, selected by the Policyholder is not on the authorised list of Financial Advisors as released by the Financial Services Board ("the FSB") or is debarred for any reason, either by the Regulator or the Administrator, the Policyholder has 30 days to appoint an alternative Financial Advisor who is registered with the Regulator and accredited by the Administrator. Failing to appoint an alternative Financial Advisor will result in the Administrator making such appointment on behalf of the Policyholder. In the case where the Policyholder elects not to have another Financial Advisor, the Administrator reserves the right to terminate the relationship with the Policyholder. The Insurer/Administrator will be responsible/liable for any losses arising from such termination. The Insurer and Administrator do not provide the Policyholder with any form of financial advice.

Neither the Insurer, nor the Administrator shall be responsible for any and all losses arising from the appointment and/or termination of the Financial Advisor for whatsoever reason. It shall be the sole responsibility of the Policyholder to ensure that the Policyholder receives suitable and appropriate financial/investment advice from an approved Financial Advisor.

The Insurer and/or Administrator cannot be held liable for any and all losses arising out of an application being rejected, or its processing being delayed due to incomplete documentation submitted by the Financial Advisor, the Financial Advisor acting beyond the scope of the Financial Advisor's licensed categories and sub-categories and/or the Financial Advisor not having entered into a valid Advisory Agreement with the Administrator. Any actions by a Financial Advisor outside of the scope of the Financial Advisor's licensed categories and sub-categories cannot be attributed to the Insurer and/or the Administrator.

13.3. Approval of Financial Advisor Fees

The Policyholder is responsible for the negotiation of the appropriate initial and ongoing financial advisory fee subject to any limits imposed by the Administrator.

13.4. Monitor Investment Portfolio

The market value of the Investment Portfolio is directly linked to the market value of the underlying Investment Portfolio. Returns on the Investment Portfolio are not guaranteed. It is the responsibility of the Policyholder (and duly authorized Financial Advisor) to monitor the performance of the Investment Portfolio to ensure that the risk profile of the investment portfolio meets the requirements of the Policyholder.

13.5. Processing of Instructions

The Policyholder should ensure that any instructions issued to the Administrator are on the appropriate forms and signed by the Policyholder (or its duly authorised representative), whether transmitted directly to the Administrator by the Policyholder or via the Financial Advisor. The Insurer and/or the Administrator cannot be held responsible for delays in processing instructions as a result of changes due to external factors outside the control of the Insurer and/or the Administrator.

13.7. Reporting of Errors

It is the responsibility of the Policyholder to report any errors to the Administrator in writing within 14 days of receipt of any communication from the Administrator.



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Terms & Conditions (Policy Document)

14. EXCLUSIONS

The Insurer and Administrator are indemnified against: Changes arising out of amendments to regulation or legislation; Delays arising out of the Administrator receiving incomplete forms/instructions/supporting documents; Failure of any mechanical or electronic devices, including, but not limited to, networks; Acting on information sent electronically; Failing to act on instructions that have not been signed by the Policyholder; Delays arising out of the Financial Advisor not submitting all documentation; Providing information to the appointed Financial Advisor of the Policyholder(s); Errors made by the Investment Manager; and any responsibility for adverse market movements.

The Insurer will not be held responsible for any inaccuracies in calculations supplied. All information appearing in any marketing material will be provided without a representation or warranty whatsoever, whether express or implied. The Insurer makes no representation or warranties about the correctness or the suitability of the products or services. The Insurer and Administrator shall not be responsible and disclaim all liability for any loss, liability, damage (whether direct, indirect, special or consequential) or expense of any nature whatsoever, which may be suffered as a result of or which may be attributable, directly or indirectly, to the use of, or reliance upon any information, links or service provided, or any actions and/or liability for consequential or incidental damages.

15. CONTACT DETAILS

15.1. The Insurer

Physical Address : Oasis House
96 Upper Roodebloem Road
University Estate
Cape Town
7925

Postal Address : PO Box 1217
Cape Town
8000

15.2. The Insurer's Public Officer

Postal Address : PO Box 1217
Cape Town
8000

15.3. The Administrator

Physical Address : Oasis House
96 Upper Roodebloem Road
University Estate
Cape Town
7925

Postal Address : PO Box 1217
Cape Town
8000

Telephone : 021 413 7860
Fax : 021 413 7940
Email : oci@za.oasiscrescent.com
Website : www.oasiscrescent.com

15.4. The Administrator's Compliance Office (to which correspondence, in respect of complaints, should be addressed)

Postal Address : PO Box 1217
Cape Town
8000

15.5. The Long Term Insurance Ombudsman

Postal Address : Private Bag X45
Claremont
7735

Telephone : (021) 657 5000
Sharecall : 0860 103 236
Fax : (021) 674 0951

15.6. The Financial Services Providers Ombudsman

Postal Address : PO Box 74571
Lynnwood Ridge
0040

Toll Free : 0860 324 766
Email : info@faisombud.co.za

O A S I S C R E S C E N T



I N S U R A N C E L I M I T E D

CLIENT SERVICES: 0860 100 786

EMAIL: info@oasiscrescent.com

WEBSITE: www.oasiscrescent.com

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