

POLICY DOCUMENT

**PERSONAL PENSION PLAN
UNIT LINKED**

TABLE OF CONTENTS

1	WELCOME	4
2	DEFINITIONS	5
3	OUR TERMS OF BUSINESS	8
3.1	Documentation	8
3.2	Communication with Us	8
3.3	Communication with You	8
3.4	Complaints procedure	8
3.5	The right to change your mind	9
3.6	Protection and Compensation Fund	9
3.7	Duty of disclosure	9
3.8	Evidence of age	10
3.9	Applicable law and place of jurisdiction	10
3.10	FATCA and CRS provisions	10
3.11	Prevention of money laundering provisions	10
3.12	Sanctions	11
3.13	Changes to Plan conditions	11
4	THE MAPFRE MSV LIFE PERSONAL PENSION PLAN UNIT LINKED	12
4.1	The Plan	12
4.2	Policy Schedule	12
5	CONTRIBUTIONS	13
5.1	Method of payment	13
5.2	Regular Savings Contributions	13
5.3	Top Up Contribution	13
5.4	Allocating your Contributions to your Retirement Account	13
5.5	Pausing or stopping Regular Savings Contributions	13
5.6	Indexation option	14
6	RETIREMENT AND OTHER BENEFITS	15
6.1	Taking Retirement Benefits	15
6.2	Retirement cash sum	15
6.3	Retirement pension	15
6.4	Transfer of Retirement Account	16
6.5	Death Benefit	16
6.6	Permanent disability benefit	16
6.7	Funeral expenses benefit	17
6.8	Disappearance of the Person Covered	17

6.9	Designation of Beneficiaries.....	17
6.10	Suicide.....	17
7	PLAN CHARGES.....	18
7.1	Annual Management Charge	18
7.2	Allocation charge for Regular Savings Contributions.....	18
7.3	Allocation rate for Top Up Contribution(s)	18
7.4	Switch Fee	18
7.5	Investment Fund charges.....	18
7.6	Transfer charge.....	19
8	INVESTMENT OPTIONS	20
8.1	Investment Options.....	20
8.2	Minimum allocation to any one Fund.....	20
8.3	How We allocate your Contribution(s)	20
8.4	Cut-off time for transactions.....	21
8.5	Changing investment Funds and switching of Contribution(s)	21
8.5.1	Switching of Funds	21
8.5.2	Redirection of Regular Savings Contribution(s).....	21

1 WELCOME

Welcome to the **MAPFRE MSV Life** Personal Pension Plan Unit Linked. The **Plan** is a Unit Linked product, provided and underwritten by **MAPFRE MSV Life** p.l.c. **We** are the leading provider of life insurance protection, savings, investments and retirement solutions in Malta.

We form part of the MAPFRE Group, a global insurance company and the leading insurance provider in Spain.

Being part of a large international group brings with it many advantages – a robust servicing infrastructure to support **Our Policy Owners**, strong financial credentials, a comprehensive product offering and the ability to offer **You** a commitment to support **You** across the various stages of your life.

2 DEFINITIONS

To help **You** understand the terminology used within the **MAPFRE MSV Life** Personal Pension Plan Unit Linked **Policy Document**, certain terms which are highlighted in bold text are defined with precise meanings—these are referred to as the Definitions. Any term, phrase, or figure that has been assigned a definition will carry that exact meaning each time this is used throughout the **Policy Document**.

Allocation Date – The date(s) when **Units** are allocated to your **Retirement Account**, following receipt of your **Contribution(s)**.

Allocation Rate – The percentage of each **Contribution** that is allocated to the **Retirement Account**.

Annual Management Charge – A charge levied by the **Company** for managing the **Plan**.

Application Form – The form submitted to the **Company** when applying for insurance. Once accepted, it will form part of the **Policy** terms and conditions.

Beneficiary(ies) – The person(s) who may be designated by the **Policy Owner** to receive a **Death Benefit** payment.

Claim – The request for a payment of benefits provided under the **Plan**.

Company / We / Us / Our / MMSV / MAPFRE MSV Life – **MAPFRE MSV Life** p.l.c.

Contribution(s) – The regular and/or additional amount(s) paid into your **Plan** before deduction of the **Plan** charges.

Date of Investment – The date when each **Regular Savings Contribution** or **Top Up Contribution(s)** is credited to your **Retirement Account**.

Death Benefit – The amount payable on death of the **Person Covered**.

Endorsement – A document acknowledging a change or alteration to the **Policy** terms and conditions.

Fund(s) – Unitised investment funds which contain a variety of different assets. Your money is pooled with the money contributed by other investors and buys **Units** in the selected **Funds**.

Insurance Intermediary – A natural or legal person, authorised by the Malta Financial Services Authority, who, for remuneration, takes up or pursues insurance distribution activities.

Law / Legislation / Rules – The Personal Retirement Scheme Rules (Subsidiary Legislation 123.163), the Insurance Business Act (Cap. 403), the Income Tax Act (Cap. 123), the Retirement Pensions Act (Cap. 514) or any other law or laws amending or substituting them in the future.

Net Asset Value – The market value of the **Fund** which is used to determine the **Unit** price.

Paid Up Status – The status of your **Plan** when **You** pause your **Regular Savings Contributions**.

Payee – The **Policy Owner** or his Estate or those deriving legal title under the **Policy Owner** or in the case of the nomination of a Designated **Beneficiary(ies)**, the Designated **Beneficiary(ies)** to the extent specified (if any) or the Estate of the Designated **Beneficiary(ies)** or those deriving legal title under the Designated **Beneficiary(ies)**.

Payer – The party to the life insurance contract appointed as having the obligation to make all **Contribution(s)** as they fall due.

Person Covered – The person against whom the **Death Benefit** stated in the **Plan** is insured.

Policy / Plan – **MAPFRE MSV Life** Personal Pension Plan Unit Linked.

Policy Document – The document that provides the terms and conditions of the **MAPFRE MSV Life** Personal Pension Plan Unit Linked, being the contract between **You** and **Us**, the **Company**.

Policy Schedule – The document containing the information that makes the terms and conditions personal to **You**.

Premium Holiday – The facility to pause your **Regular Savings Contribution(s)**.

Programmed Withdrawals – Regular income payments based on Lifetime Drawdown Rates, which are withdrawn from your **Retirement Account** when **You** make a request to **Us** to take the **Retirement Benefits** within the timeframe permitted by **Law**.

Qualifying Individual – An individual contributing or making payments to a **Qualifying Scheme** who satisfies the criteria set out in the **Law**.

Qualifying Scheme – A personal pension plan being a long-term contract of insurance that is approved by the Commissioner for Revenue in accordance with the **Law**.

Redirection – The facility to vary the allocation of future **Regular Savings Contribution(s)** between **Funds**.

Regular Savings Contribution(s) – The regular amount(s) paid into your **Plan** before deduction of the **Plan** charges.

Retirement Account – The accumulated retirement savings in your **Plan**.

Retirement Benefits – The benefits for which **You** become eligible as provided under this **Plan**.

Retirement Date – The selected date, for the purposes of this **Plan**, when **You** expect to access your **Retirement Benefits** and on which your quotations are based.

Switch Fee – A charge to switch between **Funds**, some, or all, of the **Units** in your **Retirement Account**.

Top Up Contribution(s) – Additional ad hoc **Contribution(s)** paid into your **Plan** before deduction of the **Plan** charges.

Unit – A share in a unitised investment **Fund**.

Valuation Date – Any date on which the **Unit** price of a **Fund** is established.

You / Policy Owner – The person who owns the **Plan** and controls its use.

3 OUR TERMS OF BUSINESS

3.1 Documentation

Please read this **Policy Document**, the **Policy Schedule**, and any **Endorsements** carefully to ensure that they are in accordance with your requirements. **We** also draw your attention to supporting pre-contractual documentation which **You** have been provided. If any of the documents do not reflect your requirements, please contact **Us** to discuss your needs.

A copy of this **Policy Document** translated into the Maltese language can be provided for your convenience on your request. This **Policy Document** shall in no case be interpreted by reference to that translation and should there be a conflict of meaning between the English text and the Maltese translation or any doubt whatsoever, the English text shall take precedence and be applied to the exclusion of the Maltese translation.

3.2 Communication with Us

Any written correspondence that **You** may wish to send to **Us** should be addressed to:

MAPFRE MSV Life p.l.c.
The Mall
Triq il-Mall
Floriana FRN 1470
Malta

You are kindly requested to quote the **Policy** number (printed on the **Policy Schedule**) in all your correspondence with **Us**.

You can also contact **Us**:

by telephone on +356 2590 9000
by email info@msvlife.com
via **Our** website <https://www.mapfre.com.mt/>

3.3 Communication with You

We will communicate with **You** electronically or by post depending on your declared preference and via the contact details **You** provide **Us** with. Should **You** need to change the contact details, please advise **Us** immediately so that **We** can update **Our** records accordingly.

3.4 Complaints procedure

We are committed to providing **You** with a high level of service. **We** give the same importance to all complaints and **We** handle all complaints with the same efficiency. Should **You** have any complaints regarding **Our** level of service or products or **Our** distribution network including any of **Our** authorised Tied Insurance Intermediaries please do not hesitate to contact **Us**. Complaints should be sent in writing, either by email to complaints@msvlife.com or by mail to the address indicated below:

The Chief Executive Officer
MAPFRE MSV Life p.l.c.
The Mall
Triq il-Mall
Floriana FRN 1470
Malta

For further information on how to lodge a complaint **You** are advised to consult the **MAPFRE MSV Life** Complaints Handling Policy, which explains the procedure that **You** would need to follow when lodging your complaints to ensure that your complaint is duly registered and addressed. The Complaints Handling Policy can be accessed via **Our** website portal at <https://www.mapfre.com.mt/complaints/>

We aim to resolve complaints in an efficient and fair manner. However, if **You** are still unsatisfied with the outcome of **Our** procedure then **You** may pursue alternative resolution routes, including by taking your complaint in writing, to the Office of the Arbiter for Financial Services, as per respective contact details provided below:

The Office of the Arbiter for Financial Services,
N/S In Regional Road,
Msida MSD1920
Malta

Official Website: <https://www.financialarbiter.org.mt/>
Email Address: complaint.info@financialarbiter.org.mt

3.5 The right to change your mind

After your **Application Form** has been accepted and **You** have received the **Policy Document** from **Us** the 30 day “cooling-off period” starts to apply. During this period **You** have the right to cancel the **Policy** and obtain a refund of your **Contribution(s)**. If **You** cancel the **Policy** during this period **You** will not be liable to any charges. However, and only if applicable, any decrease in the value of your **Policy** due to changes in market prices of the **Funds** that **You** select, will be borne by **You**.

We must receive a written request from **You** to proceed with the cancellation of the **Policy** during the “cooling-off period”.

3.6 Protection and Compensation Fund

In the unfortunate event of insolvency of an insurer authorised under the Insurance Business Act to carry on Business of Insurance in Malta, which insurer is unable to meet its obligations under the contract, the **Policy Owner** may not be entitled to compensation under the Protection and Compensation Fund in terms of the Protection and Compensation Fund Regulations issued under the Insurance Business Act.

3.7 Duty of disclosure

Any misrepresentation of or failure to disclose material facts by **You** or the **Person Covered** shall entitle **Us** to alter or cancel the **Plan** as **We** consider appropriate. A material fact is any information which could influence **Us** in **Our** assessment of an application for life insurance.

The **Death Benefit** amount under this **Plan** will not be affected by any changes in the health, occupation, residence, travel or recreational pursuits of the **Person Covered**, unless specifically stated by **Us**.

3.8 Evidence of age

We reserve the right to require proof of the date of birth of the **Person Covered** before making any payment. Any documentary evidence of the date of birth of the **Person Covered** provided and verified at **Policy** inception will be reassessed at payment stage so as to reconfirm eligibility to the **Retirement Benefits**.

3.9 Applicable law and place of jurisdiction.

This **Plan** and any non-contractual matter arising therefrom shall be governed by and construed in accordance with the laws of Malta.

Any dispute, controversy or **Claim** arising out of or relating to this **Plan**, or the breach, termination or invalidity thereof, or relating to any non-contractual matter arising from this **Plan**, shall be referred to and determined by Maltese Courts or by any other adjudicating body in Malta, as the case may be, which shall have the exclusive jurisdiction on the matter.

3.10 FATCA and CRS provisions

As a Financial Institution **We** are obliged under Regulation 123.127 entitled "Cooperation With Other Jurisdiction on Tax Matters" to collect certain information about your tax arrangements.

If your citizenship or your tax residence are not Maltese, **We** may be legally obliged to pass on your details and other financial information with respect to all policies held with **MAPFRE MSV Life** to the Office of the Commissioner for Revenue and they may exchange this information with tax authorities of other jurisdiction(s) pursuant to intergovernmental agreements to exchange financial account information.

If any of the information about your residence or FATCA/CRS Classification changes in the future, **You** are obliged to advise **Us** of these changes promptly. This may be done by accessing **Our** FATCA/CRS section on **Our** website, completing the appropriate form and returning it to **Us** or by instructing your **Insurance Intermediary** or by contacting **Us** directly.

Each jurisdiction has its own rules for defining tax residence, and jurisdictions have provided information on how to determine whether **You** are tax resident in the jurisdiction on the Organisation for Economic Co-operation and Development (OECD) automatic exchange of information portal or the Office of the Commissioner for Revenue Malta website. Generally, **You** will be resident for tax purposes in a jurisdiction if, under the laws of that jurisdiction (including tax conventions), **You** pay or should be paying therein by reason of your domicile, residence, place of management or incorporation, or any other criterion of a similar nature, and not only from sources in that jurisdiction. For additional information on tax residence, **We** suggest that **You** see the OECD automatic exchange of information portal or the Office of the Commissioner for Revenue Malta website or seek professional tax advice.

3.11 Prevention of money laundering provisions

In terms of the Prevention of Money Laundering & Funding of Terrorism Regulations (PMLFTR) **MAPFRE MSV Life** p.l.c. is obliged to carry out Customer Due Diligence on all current and prospective policy holders and related parties. This entails the collection of personal and other data, including information on the economic activity from which your wealth is generated and

the source of funds from which your **Contribution(s)** are or will be paid. All monies used to fund your policies should necessarily be derived from legitimate activities and belong exclusively to **You**.

As part of the Customer Due Diligence exercise, **You** will also be required to declare whether **You** are a Politically Exposed Person (PEP). PEPs are individuals who are or have been entrusted with prominent public functions, for example Heads of State or of government, senior politicians, senior government, judicial or military officials, senior executives of state-owned corporations, and important political party officials. Immediate family members and close associates of such persons are also treated as PEPs.

Additional information and documentation may be required on a case-by-case basis. **You** will be informed and guided accordingly in this regard either directly by **Us** or through your usual intermediary.

It is important that all information **You** provide at on boarding and during any subsequent updates is true, complete and up-to-date. There are significant penalties applied in terms of the Prevention of Money Laundering & Funding of Terrorism Regulations (PMLFTR) for any incorrect or misleading information, data or documentation that is provided to **MAPFRE MSV Life p.l.c.**

Furthermore, **You** will be required to immediately inform **Us** if any of the information **You** had provided becomes outdated or is no longer correct. **We** may need to collect supporting documents from **You** in order to update certain details.

3.12 Sanctions

This Clause shall be paramount and shall override any other clauses inconsistent therewith.

We shall not be deemed to provide cover and shall not be liable to pay any **Claim** or provide any benefit hereunder to the extent that the provision of such cover, payment of such **Claim** or provision of such benefit may, in **Our** opinion, expose the **Company** and/or **Our** reinsurer(s) to any sanction whether primary or secondary, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or any of its members states including the Republic of Malta, and the United Kingdom or the United States of America or any other jurisdiction where **We**, **Our** associated or parent company(ies) or **Our** reinsurer(s) have the respective registered office or permanent place of business.

3.13 Changes to Plan conditions

We reserve the right to change or not to implement any of the **Plan** conditions, if during the term of the **Plan**, this becomes impossible as a result of **Legislation** or otherwise impossible. Should the basis of taxation of ordinary long-term insurance business be altered so as to affect **Us**, **We** shall make such alterations in the provisions of the **Plan** as **We** consider appropriate.

We undertake to inform **You** of such changes and their effect on your **Plan** within a reasonable timeframe.

4 THE MAPFRE MSV LIFE PERSONAL PENSION PLAN UNIT LINKED

4.1 The Plan

The **MAPFRE MSV Life** Personal Pension Plan Unit Linked is a linked long-term contract of insurance approved by the Commissioner for Revenue as a **Qualifying Scheme** in accordance with the **Law**.

The Certificate for **Qualifying Individuals** is issued by **Us** as required under the Personal Retirement Scheme Rules (Subsidiary Legislation 123.163). It is a declaration that the **Qualifying Individual** has provided **Us** with all details required under the aforementioned **Rules** in his application for tax credits available to him. It also confirms that the **Policy** satisfies all the requirements in order that it is deemed to be a **Qualifying Scheme** as defined in the same **Rules**.

You may be required to present this certificate to the Commissioner for Revenue if **You** have applied for credits against income tax which may be available on **Contribution(s)** **You** pay into your **Plan**.

The **Plan** is issued on the basis of the information provided in the **Application Form** submitted by **You**, the **Policy Owner**, to **Us**, the **Company**. This, together with the **Policy Schedule** and any **Endorsements** form part of the contract between **You** and **MAPFRE MSV Life**.

We agree to pay the specified benefits to the **Payee** named in the **Policy Schedule** upon satisfactory proof to **Us** of the occurrence of the event or events on which the benefits are to become payable subject to the payment to **Us** of the **Regular Savings Contribution(s)** detailed in the **Policy Schedule** and to the proper observance of the **Policy** terms and conditions.

4.2 Policy Schedule

The **Policy Schedule** makes the terms and conditions personal to **You**. It specifies how **We** have set up your **Plan**. The **Policy Schedule** outlines important information amongst which is the cover provided under your **Plan**, details of the **Policy Owner**, the event insured against and the **Death Benefit**.

The **Policy Schedule** should be read in conjunction with the **Policy Document** and it forms an integral part of your **Plan**. If any of the information contained on your **Policy Schedule** requires alteration, **We** will issue another **Policy Schedule** reflecting the changes, or an **Endorsement**, as applicable. These will then form part of the contract between **You** and **MAPFRE MSV Life**.

5 CONTRIBUTIONS

5.1 Method of payment

Regular Savings Contribution(s) must be paid by the **Payer** using an acceptable payment method as determined by **Us**. All payments related to this **Plan**, whether made to or by **Us**, shall be payable in the lawful currency of Malta.

5.2 Regular Savings Contributions

When **You** set up your **Plan**, **You** determine the **Regular Savings Contribution(s)** to be paid into the **Plan** and these are shown in the **Policy Schedule**.

Regular Savings Contribution(s) can be increased or decreased. Any increase in **Regular Savings Contribution(s)** will have a specific **Date of Investment** corresponding to the date that each new increase commences.

Any change will be effected from the next **Regular Savings Contribution** due date after **We** have received your instructions.

Regular Savings Contribution(s) can be made up to your **Retirement Date**. No further **Regular Savings Contributions** can be made after your **Retirement Date**.

5.3 Top Up Contribution

You have the option to pay additional **Top Up Contribution(s)** up to your **Retirement Date**. Each additional **Top Up Contribution** has its specific **Date of Investment** and will be credited to your **Retirement Account**, after deducting all applicable **Plan** charges. Each **Top Up Contribution(s)** shall not be less than the minimum amount which **We** stipulate from time to time.

5.4 Allocating your Contributions to your Retirement Account

For each **Contribution(s)** received, **We** will determine the amount to be allocated to your **Retirement Account** by deducting all applicable **Plan** charges. The resulting amount shall be assigned to your **Retirement Account** on the next **Allocation Date**.

5.5 Pausing or stopping Regular Savings Contributions

Regular Savings Contribution(s) may be paused or stopped at any time prior to your **Retirement Date**. This period is referred to as a **Premium Holiday** and will result in the status of your **Plan** being set to **Paid Up Status**.

Your **Retirement Account** will continue to be invested and to remain subject to all the options, terms, conditions and provisions of the **Plan**.

Any relevant charges will continue to be deducted from your **Retirement Account** even during the **Premium Holiday**.

You may resume your **Regular Savings Contribution(s)** at any time.

5.6 Indexation option

You have the option to automatically increase your **Regular Savings Contribution(s)** by 3.5% each year. This option must be selected prior to the commencement of the **Plan** and shall apply until your **Retirement Date**. The additional **Regular Savings Contribution(s)** arising from this option shall automatically be invested on the same terms and conditions as the original **Regular Savings Contribution(s)**, that is, subject to the **Allocation Rate** during the first year of each indexation increase.

Automatic increases in **Regular Savings Contribution(s)** will stop if:

- **Regular Savings Contribution(s)** stop, or
- **You** tell **Us** to stop automatic increases.

6 RETIREMENT AND OTHER BENEFITS

6.1 Taking Retirement Benefits

The manner in which **Retirement Benefits** are payable to **You** is determined by **Law**. Payment of **Retirement Benefits** must commence on a date that is not earlier than the date on which **You** attain the age of sixty-one (61) and not later than the date when **You** attain the age of seventy (70). Your selected **Retirement Date** must fall within this date range.

We expect to receive your specific instructions to start paying **You Retirement Benefits** by your selected **Retirement Date**. Alternatively, **You** may advise **Us** that **You** wish to transfer your **Retirement Account** to another retirement scheme.

6.2 Retirement cash sum

Once **You** have notified **Us** that **You** wish to start receiving your **Retirement Benefits** under this **Plan**, **You** are entitled to receive a tax-free retirement cash sum of up to 30% of your **Retirement Account** or any other amount which may be permitted by **Legislation** at that time of the request. **You** are only entitled to receive the tax-free retirement cash sum if **You** make a request to **Us** at the same time when **You** notify **Us** that **You** wish to start receiving your **Retirement Benefits** under this **Plan**. Once **You** elect to take the tax-free retirement cash sum, **You** must use the remaining value of the **Retirement Account** to provide a Retirement Pension.

6.3 Retirement pension

Subject to *Section 6.1 – Taking Retirement Benefits*, when taking your **Retirement Benefits** **You** must use your **Retirement Account**, less the tax-free retirement cash sum taken, to provide a Retirement Pension as required by **Legislation**. Under current **Legislation**, **You** are required to take an income for life and **You** have the option to purchase a Life Annuity, or to make use of **Programmed Withdrawals**. Different options may be available at the time your Retirement Pension is taken.

If **You** opt to take your Retirement Pension in the form of **Programmed Withdrawals**, your **Retirement Account** will be reduced by the amount of Retirement Pension paid to **You** by deduction of **Units** at the price applicable at the time of each withdrawal. Any charges will continue to apply during the payment of your Retirement Pension. Your Retirement Pension will continue to be payable while the balance of your **Retirement Account** is greater than €0. Your Retirement Pension must be paid out directly to **You**.

If **You** do not make a request to **Us** to take the **Retirement Benefits** by your **Retirement Date**, your **Retirement Account** remains invested and withdrawals of your Retirement Pension will be deferred until such time that **We** receive instructions from **You**. In such an eventuality, **We** may switch the Investment Options of your **Retirement Account** to alternative Unit Linked **Fund/s** as **We** may determine from time to time.

If **You** do not make a request to **Us** to take your **Retirement Benefits** within the period allowed by **Legislation**, then the full **Retirement Account** will automatically and irrevocably be converted to **Programmed Withdrawals**. In this case, your **Retirement Account** remains invested and your Retirement Pension will be deferred until such time that **We** receive instructions from **You** on how **You** want your Retirement Pension to be paid. In such an eventuality, **We** may switch the

Investment Options of your **Retirement Account** to alternative Unit Linked **Funds** as **We** may determine from time to time.

The value of Unit Linked personal pension plans fluctuates in line with market movements of the linked **Fund(s)**. This continues to apply while **You** are taking **Retirement Benefits** as **Programmed Withdrawals**. In the event that your **Retirement Account** falls in value, this may result in a smaller pension income or such income could be exhausted completely before **You** die. The amount of income **You** receive will depend on the value of your **Retirement Account**, your age when **Retirement Benefits** commence and the applicable **Programmed Withdrawals** conversion rates at the time and may vary in line with applicable income tax **Laws** and any applicable **Regulations** at the time of conversion.

6.4 Transfer of Retirement Account

Any transfer of your **Retirement Account** to another retirement scheme will be subject to applicable **Legislation** and to **Our** pension transfer procedures at the time.

6.5 Death Benefit

In the event of a **Death Benefit Claim**, **We** must receive notice in writing and within a reasonable timeframe from the death of the **Person Covered**.

A **Death Benefit** will become payable on the day after **We** receive written notification of the death of the **Person Covered**. **We** will pay the proceeds to the person(s) legally entitled or **Beneficiary(ies)** within a reasonable time from receipt of all the required claims documentation and once the **Claim** has been accepted.

The **Death Benefit** that **We** will pay will be the higher of the value of the **Retirement Account** plus €2,000 or 101% of the **Retirement Account** if death occurs before **Retirement Benefits** are taken.

The **Death Benefit** that **We** will pay will be 100% of the **Retirement Account** if death occurs after the **Retirement Account** has been converted into **Programmed Withdrawals**.

The following are the initial documents **We** require to consider the payment of **Death Benefit**:

- Proof of date of birth, if not already supplied;
- Full death certificate & copy of will (if any) in the event of a **Claim** for **Death Benefit**;
- Claimant's Statement.

When the **Death Benefit Claim** has been accepted and becomes payable, the **Plan** will be terminated and no further benefits will be payable.

6.6 Permanent disability benefit

The Permanent Disability Benefit will become payable if the **Person Covered** is certified to be permanently disabled, because of an accident or disease, and unable to perform any occupation, prior to the selected **Retirement Date**.

Disability is considered permanent if there is no prospect of recovery within twenty-four (24) months from the date of accident or date of diagnosis. **We** must be notified of any incident that may give rise to a **Claim** within two (2) years of any accident or diagnosis of illness.

The Permanent Disability Benefit that is payable will be 100% of the **Retirement Account**.

We reserve the right at any time to confirm the validity of the disability based on independent medical investigations as deemed appropriate by the **Company's** Medical Officer.

The Permanent Disability Benefit will not be affected by any future change in the health, occupation, residence, travel or recreational pursuits of the **Person Covered**, unless specifically stated in the **Policy Document**.

6.7 Funeral expenses benefit

We will pay for the cost of funeral expenses incurred on the death of the **Person Covered** before admitting liability under the **Plan**.

Payment of this benefit:

- Is a partial pre-payment of the **Death Benefit** and is not paid in addition to the **Death Benefit**;
- Can only be made after presentation of the appropriate receipts; and
- Is subject to a maximum sum of €2,500.

6.8 Disappearance of the Person Covered

The death of the **Person Covered**, accidental or otherwise, shall not be presumed by disappearance unless a Death certificate which is registered in terms of the Laws of Malta is provided to the **Company**.

6.9 Designation of Beneficiaries

You may designate **Beneficiary(ies)** to receive the **Death Benefit** described above.

6.10 Suicide

In the case of suicide, or death as result of a suicide attempt, of the **Person Covered**, whether sane or insane, within 1 year from the commencement of this **Plan**, the **Death Benefit** payable will be restricted to the **Retirement Account**.

7 PLAN CHARGES

We will apply certain fees and charges to cover the cost of setting up, managing and administering your **Plan** including the costs of investing your **Contribution(s)**.

Our fees and charges are deducted directly from your **Contribution(s)** or from your **Retirement Account** as applicable.

Plan charges may be reviewed and may change from time to time. **We** will inform **You** within a reasonable timeframe of any changes.

We reserve the right to change the terms and conditions applicable to **Top Up Contribution(s)** without prior notice.

7.1 Annual Management Charge

We deduct an **Annual Management Charge** of 0.7% per annum calculated daily by cancelling **Units** in your **Retirement Account** on a monthly basis.

7.2 Allocation charge for Regular Savings Contributions

We will deduct a 10% allocation charge from **Regular Savings Contribution(s)** payable in the first year of your **Policy**.

From the second year onwards, **You** will receive 100% allocation on these **Regular Savings Contribution(s)**.

Similarly, a 10% allocation charge will be deducted from any increments in **Regular Savings Contribution(s)** in the first 12 months from when each increase is made. Thereafter, 100% of each incremental **Regular Savings Contribution** will be allocated to your **Retirement Account**.

7.3 Allocation rate for Top Up Contribution(s)

'One-off' single **Top Up Contribution(s)** will be allocated on the following basis:

Top Up Contribution Amount	Allocation Rate
€150.00 - €2,499.99	98%
€2,500.00 - €4,999.99	99%
€5,000.00 +	100%

7.4 Switch Fee

We offer up to two free switches (or groups of switches requested simultaneously) per calendar year. A **Switch Fee** of €25 is applicable from the third switch onwards per calendar year.

7.5 Investment Fund charges

The above fees and charges are in addition to any fund management charges made by the external asset / investment managers of the various Investment Options that **We** offer.

The asset / investment managers of the Investment Options that **We** offer take a fund management charge for the management and administration of the **Fund**. Fund management charges vary depending on the **Funds** selected and are taken from the **Fund** each day before the **Unit** price of the **Fund** is calculated. Fund management charges are not controlled or deducted by **Us**.

Details of the fund management charges of every **Fund** can be found in the “**MAPFRE MSV Life Funds Chartbook**” available on **Our Website** at <https://www.mapfre.com.mt/funds-chartbook/>

7.6 Transfer charge

Once the **Policy** is active, **You** will not be able to surrender it or any part of it, and the **Funds** within the **Policy** will be inaccessible until **You** qualify for benefit payments as per *Section 6 – Retirement and Other Benefits*.

You have the option to transfer your **Plan** to another retirement scheme or to make a request for early access to **Retirement Benefits** subject to applicable **Legislation** at the time. In such cases, transfer/early access charges apply for the first 5 years from the commencement date shown on the **Policy Schedule** and if applicable, from the investment date of each **Regular Savings Contribution** increase. The applicable charges are shown in the table below.

Year	Transfer / Early Access Charge
1	20%
2	10%
3	10%
4	5%
5	5%
6 +	0%

Other providers’ terms and fees may apply if the **Plan** is approved for transfer or conversion to another scheme. Therefore, **We** advise that **You** consult directly with the relevant provider about these fees and terms before finalising any **Plan** transfer or conversion. The **Fund(s)** associated with your **Plan** may need to be adjusted upon transfer or conversion.

Separate transfer charges apply to **Top Up Contribution(s)** if the **Plan** is transferred / accessed within 3 years from the commencement date of each **Top Up Contribution(s)**, as per the following scale:

Date of Top Up Contribution	Transfer / Early Access Charge
Less than 1 year	3%
1 to 2 years	2%
2 to 3 years	1%
More than 3 years	0%

No transfer charges are applicable if the **Plan** is transferred to another **MAPFRE MSV Life Pension Plan**.

8 INVESTMENT OPTIONS

8.1 Investment Options

We undertake to establish and maintain a wide range of Investment Options for **You** to choose to invest in. All **Our** Investment Options consist of **Funds** that are managed by external asset / investment managers both in terms of future performance and continued availability. This means that **We** are not responsible for the performance of these **Funds** and their continued availability.

Furthermore, **We** may restrict the number and type of investment **Funds** available for linking during the **Programmed Withdrawals** phase after **Retirement Benefits** are taken. **We** may also restrict the number and type of investment **Funds** available for linking to your **Plan** if **We** do not receive instructions by the **Retirement Date** indicated in the **Policy Schedule**.

We may from time to time stipulate a maximum number of **Funds** that can be selected and/or a minimum percentage to be allocated to any one **Fund**.

It is your responsibility to choose among the Investment Options offered and to make decisions on the investments that are most appropriate to meet your personal savings goals. The investment choices that **You** make can have a large impact on the growth of your retirement savings.

The “**MAPFRE MSV Life Funds Chartbook**” provides details of the investment **Funds** that **We** make available, including their objectives, risk profile and the types of investments they hold. **We** reserve the right to change the range of **Funds** available from time to time. The “**MAPFRE MSV Life Funds Chartbook**” is available on **Our** Website at: <https://www.mapfre.com.mt/funds-chartbook/>

8.2 Minimum allocation to any one Fund

The minimum allocation of your **Contribution(s)** to any one investment **Fund** is 10%. This means that **You** can invest **Contribution(s)** in up to ten (10) **Funds** at any one time. **We** may determine different minimum allocation requirements from time to time.

8.3 How We allocate your Contribution(s)

Each **Contribution**, after deducting applicable charges, is allocated by purchasing **Units** in your selected **Fund(s)** at the prevailing **Unit** prices. Allocations are effected on the 10th and 25th day of each month, or the next business day thereafter (hereinafter referred to as the '**Allocation Date**'). Each allocation will be effected on the next **Allocation Date** provided that the **Contribution** is received by **Us** at least three (3) business days before such **Allocation Date**.

The allocation of the **Units** to your **Retirement Account** is only notional and is solely used for the purpose of calculating the value of your **Retirement Account**. **MAPFRE MSV Life** retains ownership of the **Units** to which the value of your **Retirement Account** is linked. The value of your **Retirement Account** is based on the total number of **Units** held in each **Fund** multiplied by the **Unit** prices on any given date. Each **Unit** will have the same share of the **Fund** as any other **Unit**. If **Unit** prices rise or fall, so will the value of your **Retirement Account**.

Every six months, **We** will send **You** a statement showing the value of your **Retirement Account**. Additional statements are also available upon requests.

8.4 Cut-off time for transactions

The **Net Asset Value** used for transaction purposes shall be that applicable for the next **Valuation Date** following the date when **We** receive your written instructions together with any documents that **We** may require. **Our** cut-off time is 12:00 hrs on every business day.

8.5 Changing investment Funds and switching of Contribution(s)

8.5.1 Switching of Funds

You have the option to inform **Us**, in writing, to switch your investment. This entails the cancellation of some or all of the **Units** allocated to a **Fund** and the replacement of these **Units** with other **Units** in another **Fund** or **Funds** of your choice. The value used to allocate replacement **Units** may be reduced to meet the cost of any **Switch Fee** that may apply (please refer to *Section – 7.4 Switch Fee*).

We reserve the right to refuse to affect a switch if such a request:

- would result in **Units** being held in more than the maximum number of **Funds** allowed;
- breaches the switching options, which may be amended from time to time;
- is to be made into a **Fund** which is no longer available for linking at the time of request.

We reserve the right to defer switching between **Funds**:

- where circumstances preclude calculation of fair and accurate **Unit** prices for the **Fund** involved;
- for a period not exceeding twelve (12) months if the **Units** to be switched include **Units** which relate to a **Fund** which holds directly or indirectly assets in the form of property, land or any other assets that are not immediately realisable, and up to one month in the case of other **Funds**. The **Unit** prices applicable to the deferred transactions shall be those applicable at the expiry of the period of deferment.

8.5.2 Redirection of Regular Savings Contribution(s)

At any time **You** may instruct **Us** to vary the allocation of future **Regular Savings Contribution(s)** between **Funds** on the following conditions:

- a) The **Redirection** will be effective from the due date of the **Regular Savings Contribution** immediately following receipt of written instructions from **You**, as long as that instruction is received at least fifteen (15) days before the due date of the next **Regular Savings Contribution**, otherwise the **Redirection** will take effect from the due date of the following **Regular Savings Contribution**.
- b) The amount to be allocated to each **Fund** must represent an integral percentage of each **Regular Savings Contribution** and shall at least be equivalent to the minimum investment allowed by **Us** in respect of the newly chosen fund (please refer to *Section 8.2 – Minimum Allocation to any one Fund*).

No charge will be made for redirecting future **Regular Savings Contribution(s)**.