

UNICOVER PROVIDENT FUND**12/8/24299****AMENDMENT NO. 11**

Extract from a round robin resolution of the Board of Trustees of the Unicover Provident Fund dated 12 February 2021

RESOLVED THAT**A. With effect from 1 January 2021 the Rules shall be amended as follows:****1. Rule 1.5 shall be deleted and replaced with the following:****"1.5 BINDING NATURE OF RULES**

The RULES of the FUND are binding on the FUND, the MEMBERS and EMPLOYERS. The RULES comprise these GENERAL RULES, which are applicable to all EMPLOYERS and their EMPLOYEES, and such SPECIAL RULES as may apply to individual EMPLOYERS and their EMPLOYEES. In the event of a conflict between the SPECIAL RULES and the GENERAL RULES, the GENERAL RULES shall prevail. Furthermore, any provision in the SPECIAL RULES with regard to the timing of the determination of a benefit will be overridden by the provisions of the GENERAL RULES."

2. The definition of APPROVED PRESERVATION PROVIDENT FUND in Rule 1.6 shall be deleted and replaced with the following:

"APPROVED PRESERVATION PROVIDENT FUND: a fund registered as a pension fund in terms of the ACT and approved as a provident preservation fund by the COMMISSIONER."

3. The definition of DEFERRED MEMBER in Rule 1.6 shall be deleted and replaced with the following:

"DEFERRED MEMBER: A MEMBER who has retired from SERVICE in accordance with the RULES but who has not reached his ELECTED RETIREMENT DATE."

4. The definition of MEMBER'S SHARE in Rule 1.6 shall be deleted and replaced with the following:

"MEMBER SHARE: In respect of a MEMBER, the realized value of the assets underlying the relevant MEMBER ACCOUNT as at the CALCULATION DATE."

5. The definition of MINIMUM BENEFIT in Rule 1.6 shall be deleted and replaced with the following:

"MINIMUM BENEFIT: In respect of a MEMBER, the minimum individual reserve determined in accordance with the provisions of the ACT."

6. The definition of NORMAL RETIREMENT DATE in Rule 1.6 shall be deleted and replaced with the following:

"NORMAL RETIREMENT DATE: The first day of the month immediately following the month in which a MEMBER attains his NORMAL RETIREMENT AGE."

7. The definition of RETIREMENT BENEFIT COUNSELLING in Rule 1.6 shall be deleted and replaced with the following:

"RETIREMENT BENEFITS COUNSELLING: The disclosure and explanation, in clear and understandable language, including risks, costs and charges, of:

- (a) the available investment portfolios;
- (b) the terms of the annuity strategy adopted by the BOARD accordance with the provisions of Regulation 39 to the ACT;
- (c) the terms and process by which the FUND handles any paid-up or deferred benefits; and
- (d) any other options available to MEMBERS."

8. The definition of SPECIAL RULES in Rule 1.6 shall be deleted and replaced with the following:

"SPECIAL RULES: The rules applicable in respect of an EMPLOYER and its employees who are MEMBERS of the FUND."

9. The following definition of APPROVED PRESERVATION PENSION FUND shall be added in Rule 1.6 in alphabetical order:

"APPROVED PRESERVATION PENSION FUND: a fund registered as a pension fund in terms of the ACT and approved as a pension preservation fund by the COMMISSIONER."

10. The following definition of **CALCULATION DATE** shall be added in Rule 1.6 in alphabetical order:

“CALCULATION DATE: The date on which the **ADMINISTRATOR**, acting in terms of the agreed practice of the **FUND**, calculates a **MEMBER’S** benefit following receipt of a completed election form or, in the case of a death benefit, following the death of the **MEMBER.**”

11. The following definition of **ELECTED RETIREMENT DATE** shall be added in Rule 1.6 in alphabetical order:

“ELECTED RETIREMENT DATE: The date on which a **MEMBER**, including a **DEFERRED MEMBER** and a **PAID-UP MEMBER**, elects to retire and receive his retirement benefit from the **FUND**, provided that in the case of a **PAID-UP MEMBER** he must have attained the age of fifty-five (55) years or be permanently incapable of carrying on his occupation due to sickness, accident, injury, or incapacity through infirmity of mind or body.”

12. The following definition of **UNCLAIMED BENEFIT** shall be added in Rule 1.6 in alphabetical order:

“UNCLAIMED BENEFIT: An unclaimed benefit as defined in the **ACT.**”

13. The following definition of **UNCLAIMED BENEFITS FUND** shall be added in Rule 1.6 in alphabetical order:

“UNCLAIMED BENEFITS FUND: An unclaimed benefits fund as defined in the **ACT.**”

14. In Rule 3.3.4 replace the reference to **“MEMBER’S SHARE”** in the second line to **“MEMBER ACCOUNT”**.

15. In Rule 3.3.5 replace the reference to **“MEMBER’S SHARE”** in the second line to **“MEMBER ACCOUNT”**.

16. Part 4 – Retirement Benefits shall be deleted and replaced with the following:

“PART 4 – RETIREMENT BENEFITS

4.1 RETIREMENT BENEFIT AND OPTIONS

4.1.1 On a **MEMBER'S** retirement from **SERVICE** he shall become entitled to an annuity.

4.1.2 Such annuity will become payable on the **MEMBER'S ELECTED RETIREMENT DATE** and will be secured by his **MEMBER SHARE** plus, if applicable, the lump sum disability benefit, if any, payable in accordance with the provisions of Rule 6.1.

4.1.3 The annuity will be an annuity of the **MEMBER’S** choice, purchased in his name from one or more **INSURER(S)** of his choice, provided that the retiring **MEMBER** may select the annuity provided in terms of the annuity strategy of the **FUND**

adopted by the BOARD in accordance with the provisions of Regulation 39 to the ACT.

4.1.4 The retiring MEMBER may elect to take as a lump sum any portion up to the full value of his MEMBER SHARE plus, if applicable, any portion up to the full value of the lump sum disability benefit, if any, payable in accordance with the provisions of Rule 6.1, in which case the annuity/annuities will be correspondingly reduced.

4.1.5 Once the annuity/annuities have been purchased and any lump sum paid, the FUND will have no further liability to or in respect of the retiring MEMBER.

4.2 **NORMAL RETIREMENT**

4.2.1 A MEMBER shall retire from SERVICE on reaching his NORMAL RETIREMENT DATE unless his EMPLOYER agrees to him continuing in SERVICE.

4.2.2 The provisions of Rules 4.1, 4.5 and 4.6 shall apply.

4.3 **EARLY RETIREMENT**

4.3.1 A MEMBER may retire from SERVICE at the end of any month on or after his fifty-fifth (55th) birthday subject to mutual agreement between the EMPLOYER and the MEMBER in terms of the practices and procedures of the EMPLOYER.

4.3.2 A MEMBER who is entitled to a lump sum disability benefit in accordance with the provisions of 6.1 may retire from SERVICE at any time prior to his NORMAL RETIREMENT DATE.

4.3.3 If the BOARD, after considering medical evidence acceptable to it, is satisfied that a MEMBER, who does not qualify for any disability benefit in accordance with the provisions of Rule 6.1, has become permanently incapable of carrying on his occupation due to sickness, accident, injury or incapacity through infirmity of mind or body, the MEMBER may retire at any time prior to his NORMAL RETIREMENT DATE.

4.3.4 The provisions of Rules 4.1, 4.5 and 4.6 shall apply.

4.4 LATE RETIREMENT

4.4.1 A MEMBER who reaches his NORMAL RETIREMENT AGE may, at the request of the PARTICIPATING EMPLOYER, continue in SERVICE for a further period and will retire from SERVICE at a later date, as determined by the EMPLOYER.

4.4.2 The provisions of Rules 4.1, 4.5 and 4.6 shall apply.

4.5 DEFERRED MEMBERS

4.5.1 A MEMBER, who retires from SERVICE may defer his retirement from the FUND, in which case he will become a DEFERRED MEMBER and his benefit will become payable on his ELECTED RETIREMENT DATE.

4.5.2 If a MEMBER who retires from SERVICE does not act to receive his retirement benefit, he will be regarded as having deferred his retirement from the FUND and he will become a DEFERRED MEMBER, and his benefit will become payable on his ELECTED RETIREMENT DATE.

4.5.3 No contributions are payable to the FUND by or in respect of a DEFERRED MEMBER and no deductions may be made from the DEFERRED MEMBER'S MEMBER ACCOUNT in respect of INSURED BENEFITS.

4.5.4 A DEFERRED MEMBER will not be entitled to any INSURED BENEFITS.

4.5.5 The monthly deduction referred to in Rule 3.3.4 will be deducted from the DEFERRED MEMBER'S MEMBER ACCOUNT.

4.5.6 At any time prior to his ELECTED RETIREMENT DATE, the FUND shall, at the request of a DEFERRED MEMBER, transfer his MEMBER SHARE to an APPROVED RETIREMENT ANNUITY FUND, an APPROVED PRESERVATION PENSION FUND or an APPROVED PRESERVATION PROVIDENT FUND of his choice.

4.5.7 On his ELECTED RETIREMENT DATE, a DEFERRED MEMBER will become entitled to an annuity secured by his MEMBER SHARE. The provisions of Rules 4.1 and 4.6 will apply.

4.5.8 If a DEFERRED MEMBER dies prior to his ELECTED RETIREMENT DATE his MEMBER SHARE will become payable and will be dealt with in accordance with the provisions of section 37C of the ACT.

4.5.9 If a DEFERRED MEMBER dies on or after his ELECTED RETIREMENT DATE his MEMBER SHARE will become payable and will be paid to his estate.

4.6 NOTIFICATION OF RETIREMENT

4.6.1 A MEMBER and/or the EMPLOYER by whom the MEMBER is employed, if applicable, are required to provide the FUND with written notice of a MEMBER'S retirement.

4.6.2 The written notice must include the options elected by the MEMBER, in particular regarding payment of any portion of the benefit as a lump sum benefit, and/or the annuity selected, and any other information which may be required by the FUND from time to time.

4.7 RETIREMENT BENEFITS COUNSELLING

4.7.1 A MEMBER must be given access to RETIREMENT BENEFITS COUNSELLING by the FUND within such period set out in the ACT of his NORMAL RETIREMENT AGE."

17. Rule 5.1 shall be deleted and replaced with the following:

"5.1 DEATH BENEFITS

5.1.1 The benefits payable on the death of a MEMBER shall be a lump sum equal to:

5.1.1.1 The MEMBER SHARE; plus

5.1.1.2 The INSURED BENEFIT set out in the SPECIAL RULES, if applicable,

Less the reasonable costs incurred to trace a BENEFICIARY, provided that the benefit in Rule 5.1.1.1 above is subject to the MINIMUM BENEFIT.

5.1.2 The lump sum benefit referred to above will be dealt with in accordance with the provisions of section 37C of the ACT, provided that a BENEFICIARY to whom such benefits or part of such benefits are allocated may elect to take any portion of such benefits as one or more annuities purchased from one or more INSURER(S) of the BENEFICIARY'S choice and once so purchased, the FUND will have no further liability to or in respect of the BENEFICIARY relating to the amount applied to purchase the annuity, such liability resting with the INSURER."

18. Rule 5.2 shall be deleted.

19. Rule 6.1.1.1 shall be deleted.

20. Part 7 – Withdrawal Benefits shall be deleted and replaced with the following:

“PART 7 – WITHDRAWAL BENEFITS

7.1 WITHDRAWAL AND PAID-UP MEMBERS

7.1.1 If the SERVICE of a MEMBER terminates prior to him attaining his NORMAL RETIREMENT AGE because of his resignation, dismissal, retrenchment or redundancy, and he does not instruct the FUND that he wishes to claim his MEMBER SHARE when he leaves SERVICE, his MEMBER ACCOUNT will be retained in the FUND and he will become a PAID-UP MEMBER.

7.1.2 If a MEMBER whose SERVICE terminates as envisaged above instructs the FUND that he wishes to claim his MEMBER SHARE when he leaves SERVICE, such MEMBER SHARE will become payable and the options set out in Rule 7.1.3 shall apply mutatis mutandis.

7.1.3 The PAID-UP MEMBER may, at any point in time, elect:

7.1.3.1 To take part of or his entire MEMBER SHARE as a cash amount; and

7.1.3.2 To transfer the remaining part of or, if he has not elected a cash amount, his entire MEMBER SHARE to an APPROVED PENSION FUND, an APPROVED PROVIDENT FUND, an APPROVED RETIREMENT ANNUITY FUND, an APPROVED PRESERVATION PROVIDENT FUND, an APPROVED PRESERVATION PENSION FUND or a combination of the aforementioned funds, provided that all transfers will be subject to the requirements and any restrictions imposed by the Income Tax Act, No. 58 of 1962 from time to time.

7.1.4 The MEMBER SHARE paid or transferred in terms of Rule 7.1.3 above is subject to the MINIMUM BENEFIT.

7.1.5 Once the PAID-UP MEMBER'S MEMBER SHARE, subject to the MINIMUM BENEFIT, has been paid in cash or transferred, the PAID-UP MEMBER shall have no further claim against the FUND.

- 7.1.6 No contributions are payable to the FUND by or in respect of a PAID-UP MEMBER and no deductions may be made from the PAID-UP MEMBER'S MEMBER ACCOUNT in respect of INSURED BENEFITS.
- 7.1.7 A PAID-UP MEMBER will not be entitled to any INSURED BENEFITS.
- 7.1.8 The monthly deduction referred to in Rule 3.3.5 will be deducted from the PAID-UP MEMBER'S MEMBER ACCOUNT.
- 7.1.9 A PAID-UP MEMBER will be entitled to retire as at his ELECTED RETIREMENT DATE. He will become entitled to an annuity secured with his MEMBER SHARE. The provisions of Rule 4.1 and Rule 4.6 will apply.
- 7.1.10 If a PAID-UP MEMBER dies prior to having requested payment of his benefit or prior to his ELECTED RETIREMENT DATE, his MEMBER SHARE will become payable in accordance with the provisions of section 37C.
- 7.1.11 If a PAID-UP MEMBER dies after having requested payment of his benefit or on or after his ELECTED RETIREMENT DATE, his MEMBER SHARE will become payable to his estate.

7.2 RETIREMENT BENEFITS COUNSELLING

- 7.2.1 Prior to any payment or transfer taking place in terms of Rule 7.1.3 above, a PAID-UP MEMBER must be given access to RETIREMENT BENEFITS COUNSELLING, as ACT.

7.3 SECTION 197 TRANSFERS

- 7.3.1 Should the employment contract(s) of one or more MEMBER(S) be assigned in terms of section 197 of the Labour Relations Act, No. 66 of 1995 to another employer, whether participating in the FUND or not, the SERVICE of such MEMBER(S) will be deemed not to have terminated and the MEMBER(S) will not be entitled to a benefit in terms of Rule 7.1.
- 7.3.2 If the MEMBER(S) new employer does not participate in the FUND and is not admitted as an EMPLOYER then such MEMBER(S) MEMBER SHARES must be transferred to another APPROVED PENSION FUND or APPROVED PROVIDENT FUND in which the new employer participates, failing which to an APPROVED

**PRESERVATION PENSION FUND, an APPROVED PROVIDENT PRESERVATION FUND
or an APPROVED RETIREMENT ANNUITY FUND of the MEMBERS' choice."**

21. Rule 8.4.1 shall be deleted and replaced with the following:

"8.4.1 A MEMBER ACCOUNT will be established in the FUND for each MEMBER."

22. The reference to "MEMBER'S SHARE" in the opening paragraph of Rule 8.4.2 shall be deleted and replaced with a reference to "MEMBER ACCOUNT".

23. In Rule 8.4.2(f) delete the words in brackets and replace them with the following:

"(In respect of DEFERRED MEMBERS and PAID-UP MEMBERS)"

24. Rule 8.5.2.1 shall be deleted and replaced with the following:

"8.5.2.1 general costs and expenses of the FUND other than the administration fee payable by each EMPLOYER in terms of Rule 3.2.1(c) or deducted from MEMBER ACCOUNTS in respect of DEFERRED MEMBERS and PAID-UP MEMBERS."

25. Rule 8.6.2.2 shall be deleted and replaced with the following:

"8.6.2.2 transfers to an UNCLAIMED BENEFITS FUND in terms of Rule 10.6.2.2;"

26. Rule 10.2 shall be deleted and replaced with the following:

"10.2 CALCULATION OF BENEFITS AND DISINVESTMENT

10.2.1 Once the FUND receives a claim form, together with all information required or, in the case of a death claim, becomes aware of the death of the MEMBER and has received the last contribution, the ADMINISTRATOR must arrange for the assets underlying the MEMBER ACCOUNT to be disinvested from the relevant investment portfolio or product and be paid to the FUND'S bank account. Such disinvestment must take place within the period agreed between the FUND and the ADMINISTRATOR.

10.2.2 The ADMINISTRATOR may, pending receipt of all the documents required for a valid claim, transfer the assets to a suitable investment portfolio approved by the BOARD.

10.2.3 The MEMBER SHARE which is held in the bank account of the FUND must be paid to the MEMBER within a reasonable period after the CALCULATION DATE. If there

is a delay in payment that is unreasonable in relation to agreed service level standards, bank interest must be added to the MEMBER SHARE and be paid to the MEMBER. In the case of a death benefit, interest must be added to the MEMBER SHARE and paid to the BENEFICIARIES. The ADMINISTRATOR must issue an appropriate tax certificate. Bank interest will not be paid if the amount is below a threshold agreed to by the BOARD from time to time.

10.2.4 In the event of a transfer of business of the FUND to another entity, then:

10.2.4.1 Should the transfer be effected in terms of section 14(1) of the ACT, the assets to be transferred shall remain invested until the date of approval of the transfer by the REGULATOR, after which the ADMINISTRATOR shall, within the period agreed with the FUND, disinvest the assets and transfer the proceeds thereof to the FUND'S bank account or to a suitable investment portfolio approved by the BOARD until the actual transfer of the assets.

10.2.4.2 Should the transfer be effected in terms of section 14(8) of the ACT, the assets to be transferred shall remain invested until the effective date of the transfer, after which the ADMINISTRATOR shall, within the period agreed with the FUND, disinvest the assets and transfer the proceeds thereof to the FUND'S bank account or to a suitable investment portfolio approved by the BOARD until the actual transfer of the assets."

27. Rule 10.6 shall be deleted and replaced with the following:

"10.6 UNCLAIMED BENEFITS

10.6.1 The FUND shall maintain a separate record in respect of benefits due under the FUND which have not been claimed or paid, including UNCLAIMED BENEFITS, which shall be allocated to the Unclaimed Benefits Account referred to in Rule 8.6.

10.6.2 Subject to the provisions of the ACT any such benefit shall be dealt with in the manner set out below –

10.6.2.1 If a person approaches the FUND at any stage the FUND shall consider his claim and if the circumstances so warrant, shall pay to the BENEFICIARY that part of the benefit, increased by such interest as earned on the UNCLAIMED BENEFIT or INVESTMENT RETURN, whichever is applicable, that as at the date of payment to the BENEFICIARY is in excess of any costs incurred by the FUND in the administration of such benefit and reasonable tracing costs; or

10.6.2.2 If so decided by the BOARD, that part of the UNCLAIMED BENEFIT, increased by such interest as earned on the UNCLAIMED BENEFIT or INVESTMENT RETURN, whichever is applicable, that as at the date of transfer in terms of this Rule is in excess of the costs incurred by the FUND in the administration of such benefit and reasonable tracing costs may be transferred to an UNCLAIMED BENEFITS FUND.”

28. Rule 12.1.1(c)(i) shall be deleted and replaced with the following:

“(i) In the event of the EMPLOYER going into liquidation (other than in the event of reconstruction as contemplated in Rule 12.2 below); or”

B. With effect from 1 March 2021 the Rules shall be amended as follows:

29. The following definition of APPROVED FUND shall be added in Rule 1.6 in alphabetical order:

“APPROVED FUND: An APPROVED PENSION FUND, an APPROVED PROVIDENT FUND, an APPROVED PRESERVATION PENSION FUND, an APPROVED PRESERVATION PROVIDENT FUND or an APPROVED RETIREMENT ANNUITY FUND.”

30. The following definition of VESTED BENEFIT shall be added in Rule 1.6 in alphabetical order:

“VESTED BENEFIT:

(a) In respect of a MEMBER who is 55 years or older on 1 March 2021,

- (i) his MEMBER ACCOUNT at any particular date, plus
- (ii) the lump sum disability benefit, if any, payable in accordance with the provisions of Rule 6.1.,

excluding amounts transferred from an APPROVED FUND in respect of the MEMBER that were subject to annuitisation in that APPROVED FUND together with INVESTMENT RETURN on those amounts;

- (b) In respect of a MEMBER who is younger than 55 years on 1 March 2021 -
- (i) his MEMBER ACCOUNT immediately prior to 1 March 2021, plus
 - (ii) Any amount allocated to his MEMBER ACCOUNT as a result of the value of his MEMBER ACCOUNT on 1 March 2021, plus
 - (iii) Contributions payable immediately prior to 1 March 2021; plus
 - (iv) Any amount transferred to the FUND on or after 1 March 2021 in respect of the MEMBER which would not have been subject to annuitisation in the APPROVED FUND from which such amount was transferred, plus
 - (v) INVESTMENT RETURN on the above amounts;
- (b) In respect of a MEMBER who becomes a MEMBER after 1 March 2021, any amount transferred to the FUND in respect of the MEMBER which would not have been subject to annuitisation in the APPROVED FUND from which such amount was transferred, increased by INVESTMENT RETURN earned on that amount;

Provided that the above VESTED BENEFITS shall be reduced proportionately by any deduction permitted in terms of section 37D of the ACT after 1 March 2021."

31. Rule 4.1.4 shall be deleted and replaced with the following:

- "4.1.4 The retiring MEMBER may elect to take as a lump sum the following amounts –
- (a) up to the whole of his VESTED BENEFIT, plus
 - (b) up to one-third of –
 - (i) the remaining balance of his MEMBER SHARE after deduction of the VESTED BENEFIT, plus
 - (ii) the lump sum disability benefit payable in accordance with the provisions of Rule 6.1., if such amount is not included in the VESTED BENEFIT,

provided that if the total of the amounts referred to in (i) and (ii) above is less than the *de minimis* amount provided for in the Income Tax Act, No. 58 of 1962 from time to time, that entire amount may be taken as a lump sum.

The annuity/annuities referred to in Rules 4.1.1 and 4.1.2 will be correspondingly reduced.”

32. Rule 10.8 shall be deleted and replaced with the following:

“10.8 TRANSFERS BETWEEN FUNDS

10.8.1 The BOARD shall have the power to agree to the receipt by the FUND of the assets and liabilities in respect of one or more persons from such an APPROVED FUND as may be permitted in terms of the Income Tax Act, No. 58 of 1962, subject to the provisions of section 14 of the ACT, if applicable.

10.8.2 The BOARD shall have the power to agree to the transfer of any of its assets and liabilities from the FUND to such other APPROVED FUND as may be permitted in terms of the Income Tax Act, No. 58 of 1962, subject to the provisions of section 14 of the ACT, if applicable.

10.8.3 It is specifically provided that in the event of a transfer contemplated in Rule 10.8.2 above, no contributions shall be due to the FUND and no INSURED BENEFITS in respect of the MEMBERS included in the transfer shall be payable, with effect from the effective date of the transfer, notwithstanding the date on which the transfer is approved or finalized in accordance with section 14 of the ACT.”

33. Rule 12.1.3 shall be deleted.

34. Rule 12.3.4 shall be deleted and replaced with the following:

“12.3.4 Amounts allocated to MEMBERS shall be applied as follows:

- (a)** In respect of DEFERRED MEMBERS to purchase an annuity or annuities from one or more INSURERS in the names of the DEFERRED MEMBERS or to be transferred to such an APPROVED FUND of a DEFERRED MEMBER’S choice as may be permitted in terms of the Income Tax Act, No. 58 of 1962; or

- (b) At the request of a MEMBER other than a DEFERRED MEMBER, be transferred to such an APPROVED FUND of the MEMBER'S choice as may be permitted in terms of the Income Tax Act, No. 58 of 1962; or
- (c) At the request of a MEMBER other than a DEFERRED MEMBER, be paid to the MEMBER in cash."

The reasons for the amendments with effect from 1 January 2021 are:

- *To update Rule 1.5 to provide that the timing of calculation of benefits in accordance with the provisions of the General Rules overrides the Special Rules.*
- *To update the definition of Approved Preservation Provident Fund to remove reference to the retirement fund circular as it is no longer applicable.*
- *To update the definition of Deferred Member to include reference to an Elected Retirement Date.*
- *To update the definition of Member Share so that this is determined at the Calculation Date, as defined. Previously this was determined at death, retirement, or withdrawal. This is no longer the case due to a change in the administration process. Also, determination of Member Share at date of retirement or withdrawal is no longer applicable due to the fact that retirement or withdrawal from Service need not be aligned with retirement or withdrawal from the Fund.*
- *To update the definition of Minimum Benefit so that it is aligned with the Pension Funds Act.*
- *To update the definition of Normal Retirement date to rules to remove reference to it being the first day of any month following Normal Retirement Age.*
- *To update the definition of Retirement Benefits Counselling so that it is aligned with the definition in the Regulations.*
- *To update the definition of Special Rules to remove reference to the Special Rules overriding the General Rules in the event of a discrepancy.*
- *To include a definition of Approved Preservation Pension Fund as a transfer is permitted from an Approved Provident Fund to an Approved Preservation Pension Fund.*
- *To include a definition of Calculation Date to facilitate determination of benefits.*
- *To include a definition of Elected Retirement Date to facilitate retirement of Deferred Members and Paid-Up Members.*
- *To include definitions of Unclaimed Benefit and Unclaimed Benefits Fund in order to facilitate reference to transferring such amounts out of the Fund.*
- *In Rules 3.3.4 and 3.3.5 replace the reference to Member's Share with Member Account as the former is a reference to a benefit that accrues whereas the latter refers to the account to which credits and debits take place.*

- **To replace Part 4 that deals with retirement in its entirety in order to:**
 - *Incorporate new provisions regarding calculation of benefits i.e., these are included in reference to Member Share, and remove reference to disinvestment and calculation as updated provisions are now included elsewhere;*
 - *Included more detailed provisions applicable to Deferred Members and remove reference to Deferred Members from the late retirement rule;*
 - *Clarify the split between retirement from Service and retirement from the Fund;*
 - *Incorporate provisions dealing with death of a Deferred Member and remove it from the rule dealing with death benefits;*
 - *Remove reference to retirement benefits being subject to Minimum Benefits; and*
 - *Include relevant provisions dealing with Retirement Benefits Counselling.*
- **To update Rule 5.1 dealing with death so that it refers to the Member Share, subject to the Minimum Benefit and cross refers to the Special Rules for any Insured Benefit. Also, to remove reference to specific death benefits in respect of Deferred Members and Paid-Up Members as those provisions are incorporated in the rules specific to those Members and to remove reference to disinvestment and calculation as these provisions are no longer necessary.**
- **To delete Rule 5.2 that dealt with payment of death benefits as this is now incorporated in Rule 5.1**
- **To delete Rule 6.1.1.1 that dealt with disinvestment and calculation as updated provisions are now included elsewhere.**
- **To replace Part 7 that deals with withdrawal in its entirety in order to:**
 - *Incorporate new provisions regarding calculation of benefits i.e., these are included in reference to Member Share, and remove reference to disinvestment and calculation as updated provisions are now included elsewhere;*
 - *Included more detailed provisions applicable to Paid-Up and remove reference to Paid-Up Members from the late retirement rule;*
 - *Clarify the split between termination of Service and withdrawal from the Fund;*
 - *Incorporate provisions dealing with death of a Paid-Up Member and remove it from the rule dealing with death benefits;*


- *Remove reference to retirement benefits being subject to Minimum Benefits;*
- *Include relevant provisions dealing with Retirement Benefits Counselling; and*
- *Update the provisions dealing with section 197 transfers to refine the wording, allow for transfers to all permitted funds and provide for the affected Members to make the choice of fund where applicable.*
- *In Rules 8.4.1 and 8.4.2 replace the reference to Member's Share with Member Account as the former is a reference to a benefit that accrues whereas the latter refers to the account to which credits and debits take place.*
- *To amend Rule 8.4.2(f) to delete reference to a call account and refer to Deferred Members and Paid-Up Members as it is from those Member Accounts amounts in respect of administration fees would be deducted.*
- *To amend Rule 8.5.2.1 to exclude administration fees in respect of Deferred Members and Paid-Up Members.*
- *To amend Rule 8.6.2.2 to remove a debit that referred to the guardians' fund or other fund and replace it with a reference to an Unclaimed Benefits Fund.*
- *To update Rule 10.2 that dealt with late payment so that it now also deals with disinvestment and calculation of benefits. These were previously dealt separately per benefit.*
- *To update Rule 10.6 dealing with Unclaimed Benefits to provide for transfers to an Unclaimed Benefits Fund of Unclaimed Benefits, as defined, at any time.*
- *To update Rule 12.1.1(c)(i) to remove reference to Deferred Members and Paid-Up Members terminating membership.*

The reasons for the amendments with effect from 1 March 2021 are:

- *To include definitions of Approved Fund and Vested Benefit to facilitate the amendments dealing with the annuitisation provisions of the Income Tax Act, No. 58 of 1962.*
- *To update Rule 4.1.4 dealing with amounts that may be taken as a lump sum on retirement to include the annuitisation provisions of the Income Tax Act, No. 58 of 1962.*

- To update Rule 10.8 dealing with transfers to remove reference to specific funds and include reference to Approved Funds as permitted in terms of the Income Tax Act, No. 58 of 1962 to ensure that the opening up of transfers between funds is catered for.
- To delete Rule 12.1.3. On reviewing the various transfer rules this rule was identified as being incorrect and unnecessary.
- To update Rule 12.3.4 to include specific provisions applicable to Deferred Members and to remove reference to specific funds and include reference to Approved Funds as permitted in terms of the Income Tax Act, No. 58 of 1962 to ensure that the opening up of transfers between funds is catered for.

CERTIFIED that the above resolution has been adopted in accordance with the provisions of the Rules of the Fund




 CHAIRPERSON

12 | 02 | 2021
 DATE



 BOARD MEMBER

12 | 02 | 2021
 DATE



 PRINCIPAL OFFICER

12 | 02 | 2021
 DATE

