

FORM A

TRANSFER OF MEMBERS BETWEEN TWO FUNDS WHEN THE NUMBER OF MEMBERS AND THE AMOUNTS TO BE TRANSFERRED ARE KNOWN PRIOR TO APPLICATION TO THE REGISTRAR IN TERMS OF SECTION 14

SECTION 14(1): SCHEME FOR THE PROPOSED TRANSFER OF BUSINESS FROM THE (TRANSFEROR FUND) (12/8/.....) TO THE (TRANSFEE FUND) (12/8/.....)

[To be signed by one of the following persons duly authorised by the board of the transferor fund: the chairperson of the board; a member of the board or the principal officer of the fund]

1. The purpose of the scheme:
2. The transfer will be effected in terms of rule(s):
Transferor Fund:
Transferee Fund:
3. The effective date of the transfer is
4. The effect upon the membership of the transferor fund of the transfer as at the effective date, if approved, will be as follows:

	Number transferring	Number remaining after the transfer
Active members		
Pensioners		
Deferred pensioners		
Unclaimed benefits		

Please note that Form G needs to be completed only in the event that the actual transfer differs from the approved section 14 scheme due to the payment of withdrawal, death or pension benefits prior to the approval of the section 14 scheme and is to be kept on file by both funds. This form is to be presented to the Registrar upon request or inspection.

5. Is the transfer directly or indirectly based on any written agreement between the employer or the fund and a third party or on any written agreement between two funds or on any written agreement between two employers?

Note: If yes, certified copies of the relevant agreement must be included.

6. The members have been informed of the proposed scheme of transfer and were given at least 12 weeks in which to object to the scheme. The board of the fund has considered such objections and, where the complaints were reasonable, has amended the transfer scheme. Complainants have been informed if the board elected not to address their complaints.
7. Copies of the board resolutions of the transferor fund (Form A1) and the transferee fund (Form A2) approving the terms of the transfer are attached.
In addition, the fund is not exempt from actuarial valuation. The special reports from the valuator to the transferor fund (Form A3) and the valuator to the transferee fund (Form A4) are enclosed.
OR
The fund is exempt from actuarial valuation. The certificates of the principal officer of the transferor fund (Form A5) and the principal officer of the transferee fund (Form A6) are enclosed.
(Delete and initial whichever is not applicable)

8. I, duly authorised by the board of the transferor fund, declare that the information above and the forms hereto are, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

CAPACITY

DATE

FORM A1

SPECIAL RESOLUTION BY THE BOARD OF (TRANSFEROR FUND) (12/8/.....)

[To be signed by the following persons duly authorised by the board of the transferor fund:
the chairperson of the board, a member of the board and the principal officer of the fund]

1. The board of the Fund, at its meeting on at approved
the transfer of members to the (Transferee Fund) (12/8/.....) on the
terms set out below:

- 1.1 Members to be transferred:
(which should refer to all or a particular category¹ of member)
- 1.2 Members will receive their accrued actuarial liability / share of fund as determined by the
valuator / board of the fund (should the fund be exempt from actuarial valuation) together
with such share of surplus and various reserve accounts as is described in par. 2 below,
subject to a minimum of the member's individual reserve, as defined in section 14B of the
Act.
(Delete and initial whichever is not applicable)

If any of the above is not applicable, the reasons are detailed below:

1.3 The Fund's policy with regard to pension increases prior to the transfer is as follows:

1.4 Effective date of transfer:

1.5 Assets to be transferred:

(where scrip / title is to be transferred, a schedule may be attached)

The assets transferred will include any investment income earned on the instruments
listed above from the effective date of transfer to the date upon which transfer actually
occurs.

1.6 Where payment will be made in cash, the amount to be transferred will have interest
added at the following rate to the amount determined at the effective date of transfer:

Fund return²

OR

Fixed rate of interest

(Delete and initial whichever is not applicable)

If a fixed rate of interest is payable, describe the steps that have been taken to protect the
fund against loss if the investment return earned on the assets of the fund is lower than
the fixed rate of interest payable:

1.7 Do transferring members have existing housing loans from the Fund or does the Fund
have guaranteed housing loans for transferring members?

Yes / No

(Delete and initial whichever is not applicable)

If Yes, the loans or guarantees are being transferred / are not being transferred and will
be redeemed as part of the transfer.

(Delete and initial whichever is not applicable)

Note: The Board must ensure that the requirements of the National Credit Act have been
fully complied with in as far as housing loans are concerned.

1.8 Any relevant court orders in respect of the members transferring form part of the liabilities
transferred.

1.9 Unclaimed benefits have / have not been included in the transfer value.
(Delete and initial whichever is not applicable)

1.10 Minimum benefits have been taken into account as follows:

2. The Board applied its mind to the inclusion of surplus and reserves transferred as at the effective
date of the transfer and determined as follows:

2.1 Unallocated actuarial surplus, together with the investment reserve account, contingency
reserve accounts, the member surplus account and the employer surplus account, were
taken into account in the following manner:

2.2 The table below reflects the amounts relating to the transfer and the rule(s) of the Fund in
terms of which the inclusion of surplus and reserves are based as well as the purpose for
which the contingency reserve(s) is/are held:

Reserve Account	Amount held in the account prior to the transfer	Amount transferred from the account	Purpose for which the account is held	In terms of Rule
Investment reserve account			N/a	
Member surplus account			N/a	
Employer surplus account			N/a	
Contingency reserve accounts:				
A				
B				
C				
Unallocated actuarial surplus			N/a	
Total			N/a	

Notes:

(1) The reference to "proportionate share" below means that each transferring
member will receive a proportion of the account in the ratio that his / her liability in
respect of accrued service bears to all members' liabilities in respect of accrued
service at the effective date of the transfer.

¹ The category may, for example, relate to members employed within a division, participating employer or
bargaining unit, to membership of a particular trade union, or to the status of the employee.

² As defined in the Act.

(2) If members will not receive such a proportionate share, the application must state why the board of the Fund did not give them a proportionate share. (See par. 7 below and refer to section 15G of the Act.)

(3) In the case of a defined benefit fund, the investment reserve is deemed to be the solvency reserve that must include the difference between the fair value of the assets and the actuarial value of the assets. In the case of a defined contribution fund, the investment reserve is defined in the Act.

(4) Amounts stated in the table above must be stated as at the effective date of the transfer. Should accurate amounts only be available as at the previous valuation date of the fund, then approximate figures, with an explanation of the method used to determine these amounts, will suffice.

(5) The contingency reserves stated in the table above must be in terms of the registered rules of the Fund.

2.3 The following claims¹ against the Fund were not taken into account when the distribution of surplus was determined:

(noting that such claims should exclude any claims which have been recognised as liabilities by the board of the Fund and the valuator)

3. The total assets to be transferred is therefore:

Rand

Members' Actuarial Values/Shares of Fund*

Surplus and Reserves**

Total

* Delete and initial whichever is not applicable
** Must tie up with the value in par. 2.2

4. The basis described above is, in the opinion of the board, reasonable and equitable in respect of the transferring members.

5. The transfer values, including the shares of any of the accounts mentioned in par. 2 above, accord full recognition to the rights and reasonable benefit expectations of transferring members.

6. The rights and reasonable benefit expectations of the remaining members are not adversely affected, if no members or pensioners will remain please explain the process to be followed for the future of the Fund and the expenses that could still be incurred.

7. Where a non-proportional share of the accounts as set out in par. 2 above (with the exception of the employer surplus account) has been included in the amount to be transferred, the statements in paragraphs 4, 5 and 6 may have been made for the following reasons:

8. Where appropriate, the rules of the Fund have been amended and registered by the Registrar to give effect to this scheme.

¹ These do not refer to outstanding benefits or creditors, both of which should be taken into account as liabilities if transferred; these refer to pending litigation or complaints in which members or former members are demanding adjustment to amounts previously paid or to accrued liabilities which are being transferred.

9. No member will become entitled to a cash refund, except for payment of tax payable to SARS and except where housing loans granted by the transferor fund have been redeemed with appropriate payment of tax to SARS.

10. If there is no reduction in the value of the underlying assets where the value of the member's resignation benefit depends upon the performance of such assets, the value of the transferring member's resignation benefits immediately after transfer will not be worse than they would have been immediately prior to transfer.

Yes / No

(Delete and initial whichever is not applicable).

If No, please refer to paragraph 2 of the main body of this Directive.

11. The members involved in the transfer have been properly informed, in writing, of the effect of the proposed scheme on their contribution rates and benefits in the following way:

Note: A copy of the information pack given to members, including any written statements and a copy of any audiovisual presentation made to them must be submitted.

Where the transferor fund has surplus, the extent of such surplus, measured in terms of the fair value of assets rather than an actuarial value of assets, and the distribution of such surplus between stakeholders should be revealed in an objective manner in this communication.

12. We are satisfied that the communication to members was adequate to enable them to make an informed decision about whether or not to object to the terms of the transfer.

13. If the actuary reported to the board of the Fund on the financial impact of the transfer, a summary of such report has been made available to the members as part of the communication material.

14. We, duly authorised by the board of the transferor fund, declare that the information above is, to the best of our knowledge and belief, correct and complete.

CHAIRPERSON

MEMBER OF THE BOARD

FULL NAME IN PRINT

FULL NAME IN PRINT

DATE

DATE

PRINCIPAL OFFICER

FULL NAME IN PRINT

DATE

FORM A2

SPECIAL RESOLUTION BY THE BOARD OF (TRANSFEREE FUND) (12/8/.....)

[To be signed by the following persons duly authorised by the board of the transferee fund: the chairperson of the board, a member of the board and the principal officer of the fund]

1. The board of the Fund, at its meeting on at approved the disposition of the assets received as a result of the transfer of members from the (Transferor Fund) (12/8/.....) as follows:

- 1.1 The transferring members will be credited with the following benefits in recognition of the transfer amount received, excluding such amounts as the board shall apply in par. 2 below:

.....

.....

- 1.2 The Fund's policy with regard to pension increases prior to the transfer is as follows:

.....

.....

- 1.3 Effective date of transfer:

- 1.4 Will transferring members transfer their existing housing loans from the transferor fund to the transferee fund, or will guarantees provided by the transferor fund in respect of housing loans be transferred to the transferee fund?

Yes / No

(Delete and initial whichever is not applicable)

If No, it will be assumed that any such loans or guarantees do not exist or are redeemed prior to receipt by this fund of the net transfer value.

Note: The Board must ensure that the requirements of the National Credit Act have been fully complied with in as far as housing loans are concerned.

- 1.5 Any relevant court orders in respect of the members transferring form part of the liabilities transferred.

- 1.6 Unclaimed benefits have / have not been included in the transfer value.
(Delete and initial whichever is not applicable)

2. The Board applied its mind to the application of amounts to be transferred and determined to allocate these amounts as follows:

Account	Reserve account in terms of Rule	Rand amount
Member share account		
Investment reserve account		
Member surplus account		
Contingency reserve account(s):		
A		
B		
C		
Unallocated surplus		
Total		

3. The basis described above is, in the opinion of the board, reasonable and equitable in respect of the members transferring.

4. The rights and reasonable benefit expectations of the members in the fund prior to the transfer are not adversely affected.

5. Where appropriate, the rules of the Fund have been amended and registered by the Registrar to give effect to this scheme.

6. If there is no reduction in the value of the underlying assets where the value of the member's resignation benefit depends upon the performance of such assets, the value of the transferring members' resignation benefits immediately after transfer will be not worse than they would have been immediately prior to transfer.

Yes / No

(Delete and initial whichever is not applicable)

If No, please refer to paragraph 2 of the main body of this Directive.

7. The members involved in the transfer have been properly informed, in writing, of the effect of the proposed scheme on their contribution rates and benefits in the following way:

.....

Note: A copy of the information pack given to members, including any written statements and a copy of any audiovisual presentation made to them should be attached.

Where the transferor fund had surplus, the extent of such surplus, measured in terms of the fair value of assets rather than an actuarial value of assets, and the distribution of such surplus between stakeholders should have been revealed in an objective manner in this communication.

8. We are satisfied that the communication to members was adequate to enable them to have made an informed decision about whether or not to object to the terms of the transfer.

9. If the actuary reported to the board of the Fund on the financial impact of the transfer, a summary of such report has been made available to the transferring members as part of the communication material.

10. We, duly authorised by the board of the transferee fund, declare that the information above is, to the best of our knowledge and belief, correct and complete.

CHAIRPERSON

FULL NAME IN PRINT

DATE

PRINCIPAL OFFICER

FULL NAME IN PRINT

DATE

MEMBER OF THE BOARD

FULL NAME IN PRINT

DATE

FORM A3

SPECIAL REPORT OF THE VALUATOR TO THE (TRANSFEROR FUND)
(12/8/.....) IN TERMS OF SECTION 14 (1) (B) IN RESPECT OF THE TRANSFER OF MEMBERS
FROM THE TRANSFEROR FUND TO THE (TRANSFEREE FUND) (12/8/.....)

[To be completed by the valuator to the fund appointed in terms of section 9A of the Act and must only be completed if the transferor fund is not exempt from actuarial valuation]

1. The transfer will not render the transferor fund unable to meet the requirements of the Pension Funds Act (No. 24 of 1956), as amended, or to remain in a sound financial condition.

OR

The transferor fund will cease to exist after the transfer has been effected.
(Please delete and initial whichever is not applicable.)

2. Basis and method used to calculate the transfer values (including provision for minimum benefits and determination of investment return to be added to the amount determined at the effective date of transfer until the actual date of transfer, and such shares of the member surplus account, investment reserve account and the contingency reserve accounts as the board has deemed appropriate to be included):

Note: Reference can be made to the rules of the Fund and the previous statutory valuation report submitted.

3. Where the transferor fund pays pensions from the Fund, the Fund's past policy regarding pension increases was given effect to as follows:

4. Reasons for using a different basis to the basis used at the last statutory actuarial valuation, if applicable, and the effect thereof on the transfer values:

5. In my opinion the transfer values, and such shares of the member surplus account, investment reserve account and the contingency reserve accounts as have been included in the transfer, satisfy the rights and reasonable benefit expectations of the members, deferred pensioners, and pensioners transferred in respect of benefits arising from service prior to the effective date of transfer.

If not, the valuator should explain why the rights and reasonable benefit expectations of the members, pensioners and deferred pensioners transferred are adversely affected:

6. In my opinion the rights and reasonable benefit expectations of the remaining members, pensioners and deferred pensioners will not be prejudiced as a result of the transfer.

If not, the valuator should explain why the rights and reasonable benefit expectations of the remaining members, pensioners or deferred pensioners are adversely affected:

FORM A4

SPECIAL REPORT OF THE VALUATOR TO THE (TRANSFEREE FUND)
(12/8/.....) IN TERMS OF SECTION 14 (1) (B) IN RESPECT OF THE TRANSFER OF MEMBERS
FROM THE (TRANSFEROR FUND) (12/8/.....) TO THE TRANSFEREE FUND

[To be completed by the valuator to the fund appointed in terms of section 9A of the Act and must only be completed if the transferee fund is not exempt from actuarial valuation]

1. The transfer will not render the Transferee Fund unable to meet the requirements of the Pension Funds Act (No. 24 of 1956), as amended, or to remain in a sound financial condition.

If not, the valuator must explain the effect of the transfer on the transferee fund and the steps that should be taken to attain a financially sound condition after the transfer:

2. In my opinion the transfer values have been applied in such a way as to give the transferring members full recognition for the amount transferred in:

2.1 the value of the benefits granted in terms of the rules of the transferee fund, and
2.2 the apportionment of part of the transfer value to the member surplus account, investment reserve account and contingency reserve accounts in the transferee fund.

3. In my opinion the rights and reasonable benefit expectations of the existing members, pensioners and deferred pensioners will not be prejudiced as a result of the transfer.

If not, the valuator should explain why the rights and reasonable benefit expectations of the existing members, pensioners or deferred pensioners are adversely affected:

Note: The valuator should consider, amongst other matters, the expectations that the existing members, pensioners and deferred pensioners have in respect of the use of the member surplus account, investment reserve account, and contingency reserve accounts.

4. Funding level:

5. Where the transferee fund pays pensions from the Fund, the Fund's past policy regarding pension increases has been given effect as follows:

6. I, valuator to the transferee fund, declare that the information above is, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

DATE

7. Funding level:

8. The impact of the inclusion in the transfer value of any share of the member surplus account, investment reserve account and any contingency reserve accounts on the members remaining in the transferor fund is as follows:

Note: Where the valuator has prepared a report setting out the financial consequences expected as a result of the transfer, as would commonly be the case if a fund is being restructured, a copy of the report should be attached.

9. I, valuator to the transferor fund, declare that the information above is, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

DATE

Note: Where the transferee fund is a retirement annuity fund administered by a registered insurer, the statutory actuary to the insurer may sign in place of a valuator but must state the capacity in which he is signing.

FORM A5

CERTIFICATE BY THE PRINCIPAL OFFICER OF THE (TRANSFEROR FUND)
(12/8/.....) IN RESPECT OF THE TRANSFER OF MEMBERS FROM THE TRANSFEROR FUND TO
THE (TRANFEREE FUND) (12/8/.....)

1. The transferring members will receive transfer values that represent their full individual account values in the Fund as at being their effective date of transfer.
2. The Fund has been exempted from actuarial valuation in terms of Regulation 2. The Fund does / does not have reserve accounts
(Delete and initial whichever is not applicable)
3. If the Fund does have these reserve accounts then a proportionate share has/has not been included in the transfer values of the transferring members.
(Delete and initial whichever is not applicable).

If not, the reasons are:
.....

4. In my opinion the transfer values, and such shares of the contingency reserve accounts as have been included in the transfer, satisfy the rights and reasonable benefit expectations of the members transferred in respect of benefits arising from service prior to the effective date of transfer.
.....

If not, the principal officer should explain why the rights and reasonable benefit expectations of the members transferred are adversely affected:
.....

5. In my opinion the rights and reasonable benefit expectations of the remaining members will not be prejudiced as a result of the transfer.
.....

If not, the principal officer should explain why the rights and reasonable benefit expectations of the remaining members are adversely affected:
.....

6. I, principal officer of the transferor fund, declare that the information above is, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

DATE

Note: If the fund is not valuation exempt, Form A3 needs to be completed by the valuator to the Fund.

FORM A6

CERTIFICATE BY THE PRINCIPAL OFFICER OF THE (TRANSFEREE FUND)
(12/8/.....) IN RESPECT OF THE TRANSFER OF MEMBERS FROM THE
(TRANSFEROR FUND) (12/8/.....)

1. The transferring members will receive transfer values that represent their full individual account values in the Fund as at, being their effective date of transfer.
 2. The Fund has been exempted from actuarial valuation in terms of Regulation 2. The Fund does / does not have reserve accounts.
(Delete and initial whichever is not applicable)
 3. If the Fund does have these reserve accounts then a proportionate share has / has not been allocated to the transfer values of the transferring members.
(Delete and initial whichever is not applicable).
If not, the reasons are:
 4. In my opinion the rights and reasonable benefit expectations of the existing members will not be prejudiced as a result of the transfer.
If not, the principal officer should explain why the rights and reasonable benefit expectations of the existing members are adversely affected:
- Note: The principal officer should consider, amongst other matters, the expectations that the existing members have in respect of the use of the contingency reserve accounts.
5. I, principal officer of the transferee fund, declare that the information above is, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

DATE

Note: If the fund is not valuation exempt, Form A4 needs to be completed by the valuator to the Fund.

FORM B

BLANKET TRANSFERS AND TRANSFER OF MEMBERS BETWEEN TWO FUNDS WHEN EXACT NUMBERS ARE NOT KNOWN

SECTION 14(1): SCHEME FOR THE PROPOSED TRANSFER OF BUSINESS FROM THE (TRANSFEROR FUND) (12/8/.....) TO THE (TRANSFEREE FUND) (12/8/.....)

[To be signed by one of the following persons duly authorised by the board of the transferor fund: the chairperson of the board; a member of the board or the principal officer of the fund]

1. The purpose of the scheme:
2. The transfer will be effected in terms of rule(s):
Transferor Fund:
Transferee Fund:
3. The effective date of the transfer is:
OR
The transfer will occur as and when members elect to transfer to the transferee fund within the 12-month period starting on
(Delete and initial whichever is not applicable)
4. Is the transfer directly or indirectly based on any written agreement between the employer, or the fund, and a third party or on any written agreement between two funds or on any written agreement between two employers?

Note: If yes, certified copies of the relevant agreement must be included.

5. The members will be informed of the proposed scheme and will be given at least 12 weeks in which to object to the scheme. The board of the fund will consider such objections and, where the complaints are reasonable, will endeavour to resolve them. Complainants will be informed if the board elects not to address their complaints.
6. Copies of the board resolutions of the transferor fund (Form B1) and the transferee fund (Form B2) approving the terms of the transfer are enclosed.
In addition, the fund is not exempt from actuarial valuation. The special reports from the valuator to the transferor fund (Form B3) and the valuator to the transferee fund (Form B4) are enclosed.
OR
The fund is exempt from actuarial valuation. The certificates of the principal officer of the transferor fund (Form B5) and the principal officer of the transferee fund (Form B6) are enclosed.
(Delete and initial whichever is not applicable)

7. I, duly authorised by the board of the transferor fund, declare that the information above and the forms hereto are, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

CAPACITY

DATE

FORM B1

SPECIAL RESOLUTION BY THE BOARD OF (TRANSFEROR FUND) (12/8/.....)

[To be signed by the following persons duly authorised by the board of the transferor fund: the chairperson of the board, a member of the board and the principal officer of the fund]

1. The board of the Fund, at its meeting on at approved the transfer of members to the (Transferee Fund) (12/8/.....) on the terms set out below:

1.1 Members to be transferred: (which should refer to all or a particular category¹ of member, noting whether the members have a choice to transfer, or not.)

1.2 Members will receive their accrued actuarial liability / share of fund as determined by the valuator / board of the fund (should the fund be exempt from actuarial valuation) together with such share of surplus and various reserve accounts as is described in par. 2 below, subject to a minimum of the member's individual reserve, as defined in section 14B of the Act.
(Delete and initial whichever is not applicable)

If any of the above is not applicable, the reasons are detailed below:

1.3 The Fund's policy with regard to pension increases prior to the transfer is as follows:

1.4 Effective date of transfer:

OR

The transfer will occur as and when members elect to transfer to the transferee fund within the 12-month period starting on
(Delete and initial whichever is not applicable)

1.5 Assets to be transferred:

(where scrip / title is to be transferred, a schedule may be attached)

The assets transferred will include any investment income earned on the instruments listed above from the effective date of transfer to the date upon which transfer actually occurs.

[No later than 2 months after the end of the 12-month period, the Board of the Fund will submit Form B7 duly completed to the Registrar. Form B7 will provide full details of the amounts and the number of members / pensioners transferred.]

1.6 Where payment will be made in cash, the amount to be transferred will have interest added at the following rate to the amount determined at the effective date of transfer:
Fund return²

OR

Fixed rate of interest
(Delete and initial whichever is not applicable)

¹ The category may, for example, relate to members employed within a division, participating employer or bargaining unit, to membership of a particular trade union, or to the status of the employee.
² As defined in the Act.

If a fixed rate of interest is payable, describe the steps that have been taken to protect the fund against loss if the investment return earned on the assets of the fund is lower than the fixed rate of interest payable.

1.7 Do transferring members have existing housing loans from the Fund or does the Fund have guaranteed housing loans for transferring members?
Yes / No

(Delete and initial whichever is not applicable)

If Yes, the loans or guarantees are being transferred / are not being transferred and will be redeemed as part of the transfer.

(Delete and initial whichever is not applicable)

Note: The Board must ensure that the requirements of the National Credit Act have been fully complied with in as far as housing loans are concerned.

1.8 Any relevant court orders in respect of the members transferring form part of the liabilities transferred.

1.9 Unclaimed benefits have / have not been included in the transfer value.
(Delete and initial whichever is not applicable)

1.10 Minimum benefits have been taken into account as follows:

2. The Board applied its mind to the inclusion of surplus and reserves and determined as follows:

2.1 Unallocated actuarial surplus, together with the investment reserve account, contingency reserve accounts, the member surplus account and the employer surplus account, will be taken into account in the following manner:

2.2 The table below reflects the rule(s) of the Fund in terms of which the inclusion of surplus and reserves are based as well as the purpose for which the contingency reserve(s) is/are held:

Reserve account	Purpose for which the account is held	In terms of Rule
Investment reserve account	N/a	
Member surplus account	N/a	
Employer surplus account	N/a	
Contingency reserve accounts:		
A		
B		
C		
Unallocated actuarial surplus	N/a	

Notes:

(1) The reference to "proportionate share" below means that each transferring member will receive a proportion of the account in the ratio that his / her liability in respect of accrued service bears to all members' liabilities in respect of accrued service at the effective date of the transfer.

(2) If members will not receive such a proportionate share, the application must state why the board of the Fund did not give them a proportionate share. (See par. 6 below and refer to section 15G of the Act.)

(3) In the case of a defined benefit fund, the investment reserve is deemed to be the solvency reserve that must include the difference between the fair value of the assets and the actuarial value of the assets. In the case of a defined contribution fund, the investment reserve is defined in the Act.

(4) Amounts must be calculated as at the actual date of the transfer. Should accurate amounts only be available as at the previous valuation date of the fund, then approximate figures, with an explanation of the method used to determine these amounts, will suffice.

(5) The contingency reserves stated in the table above must be in terms of the registered rules of the Fund.

2.3 The following claims against the fund were not taken into account when the distribution of surplus was determined:

(noting that such claims should exclude any claims which have been recognised as liabilities by the board of the Fund and the valuator)

3. The basis described above is, in the opinion of the board, reasonable and equitable in respect of the transferring members.

4. The transfer values, including the shares of any of the accounts mentioned in par. 2 above, accord full recognition to the rights and reasonable benefit expectations of transferring members.

5. The rights and reasonable benefit expectations of the remaining members will not be adversely affected. If no members or pensioners will remain, please explain the process to be followed for the future of the Fund and the expenses that could still be incurred.

6. Where a non-proportional share of the accounts as set out in par. 2 above (with the exception of the employer surplus account) has been included in the amount to be transferred, the statements in paragraphs 3, 4 and 5 may be made for the following reasons:

7. Where appropriate, the rules of the Fund have been amended and registered by the Registrar to give effect to this scheme.

8. No member will become entitled to a cash refund, except for payment of tax payable to SARS and except where housing loans granted by the transferor fund have been redeemed with appropriate payment of tax to SARS.

9. If there is no reduction in the value of the underlying assets where the value of the member's resignation benefit depends upon the performance of such assets, the value of the transferring member's resignation benefits immediately after transfer will not be worse than they would have been immediately prior to transfer.

Yes / No

(Delete and initial whichever is not applicable)

If No, please refer to paragraph 2 of the main body of this Directive.

¹ These do not refer to outstanding benefits or creditors, both of which should be taken into account as liabilities if transferred; these refer to pending litigation or complaints in which members or former members are demanding adjustment to amounts previously paid or to accrued liabilities which are being transferred.

10. The members involved in the transfer will be properly informed, in writing, of the effect of the proposed scheme on their contribution rates and benefits in the following way:

Note: A copy of the information pack to be given to members, including any written statements and a copy of any audiovisual presentation to be made to them must be submitted.

Where the transferor fund has surplus, the extent of such surplus, measured in terms of the fair value of assets rather than an actuarial value of assets, and the distribution of such surplus between stakeholders should be revealed in an objective manner in this communication.

11. We are satisfied that the communication to members will be adequate to enable members to make an informed decision about any election they might be asked to make and about whether or not to object to the terms of the transfer.

12. If the actuary reported to the board of the Fund on the financial impact of the transfer, a summary of such report will be made available to the members as part of the communication material.

13. We, duly authorised by the board of the transferor fund, declare that the information above is, to the best of our knowledge and belief, correct and complete.

CHAIRPERSON

MEMBER OF THE BOARD

FULL NAME IN PRINT

FULL NAME IN PRINT

DATE

DATE

PRINCIPAL OFFICER

FULL NAME IN PRINT

DATE

FORM B2

SPECIAL RESOLUTION BY THE BOARD OF (TRANSFEREE FUND) (12/8/.....)

[To be signed by the following persons duly authorised by the board of the transferee fund: the chairperson of the board, a member of the board and the principal officer of the fund]

1. The board of the Fund, at its meeting on at approved the disposition of the assets received as a result of the transfer of members from the (Transferor Fund) (12/8/.....) as follows:

- 1.1 The transferring members will be credited with the following benefits in recognition of the transfer amount received, excluding such amounts as the board shall apply in par. 2 below:

- 1.2 The Fund's policy with regard to pension increases prior to the transfer is as follows:

- 1.3 Effective date of transfer:

OR

The transfer will occur as and when members elect to transfer to the transferee fund within the 12-month period starting on (Delete and initial whichever is not applicable)

- 1.4 Will transferring members transfer their existing housing loans from the transferor fund to the transferee fund, or will guarantees provided by the transferor fund in respect of housing loans be transferred to the transferee fund?

Yes / No

(Delete and initial whichever is not applicable)

If No, it will be assumed that any such loans or guarantees do not exist or are redeemed prior to receipt by this fund of the net transfer value.

Note: The Board must ensure that the requirements of the National Credit Act have been fully complied with in as far as housing loans are concerned.

- 1.5 Any relevant court orders in respect of the members transferring form part of the liabilities transferred.

- 1.6 Unclaimed benefits have / have not been included in the transfer value. (Delete and initial whichever is not applicable)

2. The Board applied its mind to the application of amounts to be transferred and determined to allocate these amounts according to the following principles:

Account	Reserve account in terms of Rule	Principle that will apply
Member share account		
Investment reserve account		
Member surplus account		
Contingency reserve account(s):		
A		
B		
C		
Unallocated surplus		

3. The basis described above is, in the opinion of the board, reasonable and equitable in respect of the members transferring.
4. The rights and reasonable benefit expectations of the members in the fund prior to the transfer are not adversely affected
5. Where appropriate, the rules of the Fund have been amended and registered by the Registrar to give effect to this scheme.
6. If there is no reduction in the value of the underlying assets where the value of the member's resignation benefit depends upon the performance of such assets, the value of the transferring member's resignation benefits immediately after transfer will not be worse than they would have been immediately prior to transfer.
Yes / No
(Delete and initial whichever is not applicable).
If No, please refer to paragraph 2 of the main body of this Directive.
7. The members involved in the transfer will be properly informed, in writing, of the effect of the proposed scheme on their contribution rates and benefits in the following way:

Note: A copy of the information pack to be given to members, including any written statements and a copy of any audiovisual presentation to be made to them should be attached.

Where the transferor fund has surplus, the extent of such surplus, measured in terms of the fair value of assets rather than an actuarial value of assets, and the distribution of such surplus between stakeholders should be revealed in an objective manner in this communication.

8. We are satisfied that the communication to members will be adequate to enable members to make an informed decision about any election they might be asked to make and about whether or not to object to the terms of the transfer.

9. If the actuary reported to the board of the Fund on the financial impact of the transfer, a summary of such report will be made available to the transferring members as part of the communication material.

10. We, duly authorised by the board of the transferee fund, declare that the information above is, to the best of our knowledge and belief, correct and complete.

CHAIRPERSON	MEMBER OF THE BOARD
_____	_____
FULL NAME IN PRINT	FULL NAME IN PRINT
_____	_____
DATE	DATE
_____	_____
PRINCIPAL OFFICER	

FULL NAME IN PRINT	

DATE	

FORM B3

SPECIAL REPORT OF THE VALUATOR TO THE (TRANSFEROR FUND)
(12/8/.....) IN TERMS OF SECTION 14 (1) (B) IN RESPECT OF THE TRANSFER OF MEMBERS
FROM THE TRANSFEROR FUND TO THE (TRANSFeree FUND) (12/8/.....)

[To be completed by the valuator to the fund appointed in terms of section 9A of the Act and must only be completed if the transferor fund is not exempt from actuarial valuation]

1. The transfer will not render the transferor fund unable to meet the requirements of the Pension Funds Act (No. 24 of 1956), as amended, or to remain in a sound financial condition.

OR

The transferor fund will cease to exist after the transfer has been effected
(Delete and initial whichever is not applicable)

2. Basis and method used to calculate the transfer values (including provision for minimum benefits and determination of investment return to be added to the amount determined at the effective date of transfer until the actual date of transfer, and such shares of the member surplus account, investment reserve account and the contingency reserve accounts as the board has deemed appropriate to be included):

Note: Reference can be made to the rules of the Fund and the previous statutory valuation report submitted.

3. Where the transferor fund pays pensions from the Fund, the Fund's past policy regarding pension increases was given effect to as follows:

4. Reasons for using a different basis to the basis used at the last statutory actuarial valuation, if applicable, and the effect thereof on the transfer values:

5. In my opinion the transfer values, and such shares of the member surplus account, investment reserve account and the contingency reserve accounts as have been included in the transfer, satisfy the rights and reasonable benefit expectations of the members, deferred pensioners, and pensioners transferred in respect of benefits arising from service prior to the effective date of transfer.

If not, the valuator should explain why the rights and reasonable benefit expectations of the members, pensioners and deferred pensioners transferred are adversely affected:

6. In my opinion the rights and reasonable benefit expectations of the remaining members, pensioners and deferred pensioners will not be prejudiced as a result of the transfer.

If not, the valuator should explain why the rights and reasonable benefit expectations of the remaining members, pensioners or deferred pensioners are adversely affected:

7. Funding level:

8. The impact of the inclusion in the transfer value of any share of the member surplus account, investment reserve account and any contingency reserve accounts on the members remaining in the transferor fund is as follows:

Note: Where the valuator has prepared a report setting out the financial consequences expected as a result of the transfer, as would commonly be the case if a fund is being restructured, a copy of the report should be attached.

9. I, valuator to the transferor fund, declare that the information above is, to the best of my knowledge and belief, correct and complete.

SIGNATURE

FULL NAME IN PRINT

DATE