METROPOLITAN PROVIDENT PRESERVATION FUND
CERTIFICATE IN ACCORDANCE WITH REGULATION 18 OF THE PENSION FUNDS ACT, ACT 24 OF 1956

Certified that these are the RULES of the Metropolitan Provident Preservation Fund, which will become effective on 14 September 2014, the COMMENCEMENT DATE of the FUND.

CHAIRMAN, BOARD OF TRUSTEES

DATE

TRUSTEE

DATE

PRINCIPAL OFFICER

DATE

ACTUARIAL CERTIFICATION

I certify that these RULES are financially sound.

Sean Neethling BSc CFP® FIA FASSA
VALUATOR

DATE
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ESTABLISHMENT AND OBJECT OF THE FUND

The METROPOLITAN PROVIDENT PRESERVATION FUND (hereinafter called the FUND) was established and registered with effect from 1 September 2014 (hereinafter called the COMMENCEMENT DATE).

The object of the FUND is to provide its MEMBERS or the DEPENDANTS and/or NOMINEES of deceased MEMBERS with BENEFITS as described in these RULES.

REGISTERED OFFICE OF THE FUND

The registered office of the FUND is at:
Metropolitan
Parc Du Cap, 7
Mispel Road
Bellville

DEFINITIONS

In these RULES, unless inconsistent with the context, words defined in the ACT bear the meanings assigned to them in the ACT and, where applicable, all words and expressions indicating the masculine gender include the feminine and words signifying the singular include the plural, and vice versa. The following words and expressions shall have the following meanings and are indicated in capital letters throughout:

ACT
The Pension Funds Act, No 24 of 1956 as amended and the regulations framed thereunder;

ADJUDICATOR
The Pension Funds Adjudicator or Deputy Pension Funds Adjudicator or any acting Pension Funds Adjudicator appointed in terms of Sec 30C(1) of the ACT;
<table>
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<th>Term</th>
<th>Definition</th>
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<td>APPROVED PENSION FUND</td>
<td>A fund approved as such by the COMMISSIONER;</td>
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<td>A fund approved as such by the COMMISSIONER;</td>
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<td>APPROVED PROVIDENT FUND</td>
<td>A fund approved as such by the COMMISSIONER;</td>
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<td>APPROVED PROVIDENT PRESERVATION FUND</td>
<td>A fund approved as such by the COMMISSIONER;</td>
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<tr>
<td>APPROVED RETIREMENT ANNUITY FUND</td>
<td>A fund approved as such by the COMMISSIONER;</td>
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<td>BENEFITS</td>
<td>The benefits obtained, the nature of which will be stipulated in the MEMBERSHIP CERTIFICATE. The BENEFITS are secured by means of a POLICY purchased on behalf of the MEMBER by and in the name of the FUND. The BENEFITS are equal in value to the proceeds of the POLICY;</td>
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<td>BOARD OF TRUSTEES</td>
<td>The managing body of the FUND appointed in terms of Rule B 1.2.1;</td>
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<td>CAUSAL EVENT</td>
<td>The meaning assigned thereto in terms of the Long Term Insurance Act, Act 52 of 1998 as amended and the regulations framed thereto;</td>
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COMMENCEMENT DATE
1 September 2014;

COMMISSIONER
The Commissioner for the South African Revenue Service appointed in terms of the INCOME TAX ACT;

COMPLAINANT
(i) any person who is, or who claims to be
(a) a MEMBER or former member, of the FUND;
(b) a beneficiary or former beneficiary of the FUND;
(c) a spouse or a former spouse of a MEMBER or former member, of the FUND;
(d) any group of persons referred to in paragraphs (i) (a), (b) or (c);
(ii) the BOARD OF TRUSTESS or a TRUSTEE; or
(iii) any person who has an interest in a complaint;

DEPENDANT
A person defined as such in terms of the ACT;

ENTRY DATE
The date on which a MEMBER commences his membership of the FUND;

FINANCIAL YEAR
1 July and ending on 30 June in the following year;

FUND
Metropolitan Provident Preservation Fund;
INCOME TAX ACT

The Income Tax Act, Act No 58 of 1962 as amended and the regulations framed thereunder;

INDEPENDENT TRUSTEE

An independent TRUSTEE who is not controlled by or in common cause with the INSURER or the SPONSOR of the FUND;

INSURER

MMI Group Ltd, appointed by the BOARD OF TRUSTEES to underwrite and administer the FUND;

MEMBER

A person who is a member of the FUND in terms of Rule A 1;

MEMBERSHIP CERTIFICATE

A certificate issued by the INSURER, on behalf of the FUND, validating the MEMBER’S participation in the FUND and indicating the BENEFITS and special conditions that will apply to the MEMBER. The Membership Certificate shall form part of a Schedule of Benefits;

NOMINEE

In respect of a MEMBER, means a DEPENDANT or any other person who survives the MEMBER and who was nominated by the MEMBER in writing as the person whose interest should be considered by the BOARD OF TRUSTEES, subject to the further stipulations of the RULES, in determining to whom and in what proportions any BENEFITS that may be payable by the FUND on or after the death of the MEMBER shall be paid, provided-

(i) that the nomination concerned is received by the FUND before the death of the MEMBER;
and

(ii) that the MEMBER did not revoke the nomination;

NORMAL RETIREMENT DATE

The retirement date as stipulated in the MEMBERSHIP CERTIFICATE, provided that it may not be earlier than the MEMBER'S 55th birthday;

POLICY

The policy or policies issued by the INSURER in terms of Rule B 1.3.3 to secure the BENEFITS in respect of a MEMBER. In terms of the policy or policies, the MEMBER shall elect to invest in a portfolio or portfolios of investment and may change his election from time to time;

PREVIOUS FUND

The APPROVED PROVIDENT FUND or the APPROVED PROVIDENT PRESERVATION FUND to which the MEMBER belonged immediately prior to the termination of his membership of that fund;

PRINCIPAL OFFICER

The person appointed as such in terms of Rule B 1.4;

REGISTERED INSURER

An insurer registered as such in terms of the Long Term Insurance Act, Act No 52 of 1998 as amended and the regulations framed thereunder;

REGISTRAR

The Registrar of Pension Funds, appointed in terms of the ACT;

RULES

These RULES and any amendments thereto from time to time, as registered by the REGISTRAR and approved by the REGISTRAR on behalf of the COMMISSIONER;
SPONSOR

MMI Group Limited;

TRANSLOCATION BENEFIT

(i) The amount(s) transferred from PREVIOUS FUND(S).

OR

(ii) The amount awarded in terms of a court order contemplated in section 7(8) of the Divorce Act, Act 70 of 1979, transferred from an APPROVED PROVIDENT FUND or an APPROVED PROVIDENT PRESERVATION FUND;

TRUSTEE

A member of the BOARD OF TRUSTEES;

UNCLAIMED BENEFIT

(i) any benefit, other than a benefit referred to in paragraphs (ii), (iii), (iv) and (v) below, not paid by the FUND to a MEMBER, former member or beneficiary within 24 months of the date on which it, in terms of the RULES, became legally due and payable;

(ii) a death benefit payable to a beneficiary under section 37C of the ACT not paid within 24 months from the date on which the FUND became aware of the death of the MEMBER, or such longer period as may be reasonably justified by the BOARD OF TRUSTEES in writing;

(iii) in relation to a benefit payable as a pension or annuity, any benefit which has not been paid by
the FUND to a MEMBER, former member or beneficiary within 24 months of:

(a)  the expiry date of any guarantee period for pension payments provided for in the RULES; or

(b)  the date on which any pension payment or annuity legally due and payable in terms of the RULES became unpaid;

(iv) in relation to a benefit payable to a former member who cannot be traced in accordance with section 15B (5) (e) of the ACT, any benefit that has become legally due and payable to a former member in terms of a surplus apportionment scheme approved in terms of the ACT not paid to that former member within 24 months of the date on which it became legally due and payable; or

(v) any benefit that remained unclaimed or unpaid to a MEMBER, former member or beneficiary at the time the FUND applied for the cancellation of its registration in terms of section 27 of the ACT or where the liquidator is satisfied that BENEFITS remain unclaimed or unpaid; or

(vi) any amount that remained unclaimed or unpaid to a non-member spouse within 24 months from the date of the deduction contemplated in section 37D (4) (a) (ii) of the ACT,
UNCLAIMED
A fund that is established for the receipt of UNCLAIMED

BENEFITS
BENEFITS contemplated in the definitions of a pension

FUND
preservation fund and a provident preservation fund in
section 1 of the INCOME TAX ACT.
SECTION A

MEMBERSHIP, CONTRIBUTIONS AND BENEFITS OF THE FUND
RULE A 1 - MEMBERSHIP

A 1.1 Qualification for membership

Membership of the FUND consists of:

A 1.1.1 a person who transferred from a PREVIOUS FUND; or

A 1.1.2 a person who elected to transfer an amount awarded to him in terms of a court order contemplated in section 7(8) of the Divorce Act, Act No 70 of 1979, from an APPROVED PENSION FUND, an APPROVED PENSION PRESERVATION FUND, an APPROVED PROVIDENT FUND, an APPROVED PROVIDENT PRESERVATION FUND or an APPROVED RETIREMENT ANNUITY FUND.

A 1.2 Application for membership

Application for membership of the FUND shall be in writing on the prescribed forms provided by the INSURER.

A 1.3 Proof of membership

The MEMBERSHIP CERTIFICATE issued by the INSURER, on behalf of the FUND, to the MEMBER showing the details of the BENEFITS due to the MEMBER shall constitute proof of membership.

A 1.4 Commencement of membership

Membership of the FUND shall commence once the membership application and the initial TRANSLOCATION BENEFIT are accepted by the INSURER. The MEMBER'S ENTRY DATE shall be the date on which the initial TRANSLOCATION BENEFIT is transferred to the FUND.
A 1.5 Taking over membership of other funds

The BOARD OF TRUSTEES may make arrangements in consultation with the INSURER for the taking-over of the membership of other APPROVED PROVIDENT PRESERVATION FUNDS that are insured by the INSURER, subject to such conditions as the BOARD OF TRUSTEES and the INSURER may deem fit.

A 1.6 Cessation of membership

A MEMBER’S membership ceases only:

A 1.6.1 when, according to the conditions of his MEMBERSHIP CERTIFICATE, he ceases to be recognised as a MEMBER; or
A 1.6.2 when he is no longer entitled to BENEFITS from the FUND; or
A 1.6.3 at the dissolution of the FUND,

whichever first occurs. Thereafter his membership shall cease.
RULE A 2 – TRANSLOCATION BENEFITS

A 2.1 Direct payments

A 2.1.1 A MEMBER may, subject to the requirements of the COMMISSIONER, transfer his TRANSLOCATION BENEFIT to the FUND on or after:

A 2.1.1.1 in respect of a MEMBER who withdrew from a PREVIOUS FUND, the date on which he withdrew from the PREVIOUS FUND; or

A 2.1.1.2 in respect of any other MEMBER, the date on which the TRANSLOCATION BENEFIT becomes due to him.

Notwithstanding the provisions of Rule A 2.1.1.1 above, the transfer of the TRANSLOCATION BENEFIT may not take place more than 6 months after the date the MEMBER left the PREVIOUS FUND.

A 2.1.2 Save for the transfers in terms of Rule A 2.1.1, MEMBERS shall not contribute to the FUND. The FUND is permitted only to receive direct translocations from other funds in the event of any of the circumstances described under Rule A 1.1.

A 2.2 Amount of TRANSLOCATION BENEFIT translocatable to the FUND
The INSURER may, from time to time, determine the minimum amount acceptable by the FUND as a minimum TRANSLOCATION BENEFIT.
RULE A 3 – BENEFITS

A 3.1 Amount of BENEFITS

The amount of BENEFITS to which a MEMBER shall become entitled shall be determined by the POLICY proceeds.

A 3.2 Payment of BENEFITS

The payment of any BENEFITS shall be subject to the terms and conditions of the MEMBERSHIP CERTIFICATE, the POLICY and these RULES.

A 3.3 BENEFITS on the NORMAL RETIREMENT DATE

A 3.3.1 On the MEMBER’S NORMAL RETIREMENT DATE the MEMBER’S BENEFITS shall be utilised to purchase an annuity by the FUND in the MEMBER’S name from a REGISTERED INSURER of the MEMBER’S choice.

A 3.3.2 The full amount of the BENEFITS on retirement or a portion thereof, may be commuted for a single payment. The portion of the BENEFITS not commuted, must be taken in the form of an annuity purchased by the FUND in the MEMBER’S name from a REGISTERED INSURER.

A 3.3.3 Application for commuting a part of or the full BENEFITS shall be submitted to the FUND in writing before the date of the MEMBER’S retirement.
A 3.3.4 The FUND shall have no further liability in respect of the MEMBER, such liability resting with the REGISTERED INSURER from whom the annuity is purchased. The annuity so purchased shall be a compulsory, non-commutable, non-assignable annuity, payable for at least the lifetime of the MEMBER and may include a living annuity. The MEMBER may select such other features of the annuity as he shall decide.

A 3.4 Retirement after the NORMAL RETIREMENT DATE

A MEMBER may elect to defer his retirement beyond the NORMAL RETIREMENT DATE. In this event he will remain a MEMBER of the FUND and the BENEFITS will continue to accrue until the date on which he elects to retire. The provisions of Rule A 3.3.2 and Rule A 3.3.4 shall apply mutatis mutandis to retirement after the NORMAL RETIREMENT DATE.

A 3.5 Ill-health Retirement prior to the NORMAL RETIREMENT DATE

A MEMBER may, with the BOARD OF TRUSTEES’ consent, and subject to the provisions of the ACT, retire from the FUND due to ill-health on the last day of any month before his NORMAL RETIREMENT DATE, notwithstanding that the MEMBER may not have attained age 55. In this event the provisions of Rule A 3.3 and Rule a 3.3.4 shall apply mutatis mutandis to ill-health early retirement.

A 3.6 Withdrawal Benefit

A 3.6.1 A MEMBER may prior to his NORMAL RETIREMENT DATE elect:

A 3.6.1.1 to effect a once-off partial or full withdrawal per TRANSLOCATION BENEFIT. All or part of the
proceeds of the POLICY shall be available to effect such withdrawal per TRANSLOCATION BENEFIT and no further withdrawals shall be permitted in respect of that TRANSLOCATION BENEFIT. Such amount shall be paid in a lump sum; or

A 3.6.1.2 to transfer his BENEFITS per TRANSLOCATION BENEFIT to another APPROVED PROVIDENT FUND or APPROVED PROVIDENT PRESERVATION FUND on such conditions as the FUND, in consultation with the INSURER, may lay down.

A 3.6.2 The MEMBER’S membership of the FUND shall cease when a full withdrawal of all his TRANSLOCATION BENEFITS and/or a full transfer of all his TRANSLOCATION BENEFITS have been effected.

A 3.6.3 Subject to any legislative requirements, any unclaimed withdrawal benefit will remain in the FUND until such time as a legitimate beneficiary or beneficiaries claims such benefit from the FUND.

A3.6.4 The provisions of this rule are subject to the Practice and General Notes issued by the COMMISSIONER from time to time, and the provisions of the ACT.

A 3.7 BENEFITS on death prior to the NORMAL RETIREMENT DATE

A 3.7.1 In the event of the death of a MEMBER prior to the NORMAL RETIREMENT DATE the BENEFITS established for the
MEMBER shall be payable in the form of a lump sum to a DEPENDANT and/or NOMINEE.

Where the POLICY in respect of the MEMBER'S membership provides that the value of the death BENEFITS shall not be less than the amount of the TRANSLOCATION BENEFIT at the date of transfer to the FUND less any withdrawal paid to the MEMBER, amounts deducted in terms of section 37D of the Pension Funds Act, Act 24 of 1956 and/or section 7(8) of the Divorce Act, Act 70 of 1979, such minimum value shall apply.

A 3.7.2 Any BENEFITS payable in terms of these RULES in the event of the death of a MEMBER shall be paid in accordance with Section 37C of the ACT.

A 3.8 Liability of the FUND

The liability of the FUND in respect of a MEMBER or his DEPENDANTS and/or NOMINEES is limited to the proceeds that the INSURER must pay in terms of the POLICY concerned.

The POLICY proceeds and charges are determined in accordance with the POLICY provisions. Any change in the POLICY proceeds payable in respect of the MEMBER on account of a CAUSAL EVENT, as determined in accordance with the POLICY provisions, has the result that the FUND'S liability to the MEMBER changes accordingly.
A 3.9 Proof of age

No BENEFITS shall be paid before the MEMBER, DEPENDANT or NOMINEE on whose life such BENEFITS are determined furnishes proof of age satisfactory to the INSURER.

A 3.10 BENEFITS inalienable

A 3.10.1 No BENEFITS payable in terms of these RULES may, save to the extent permitted by the ACT, the INCOME TAX ACT, the Maintenance Act (Act No 99 of 1998) and the Divorce Act (Act No 70 of 1979), be bequeathed, transferred, ceded, pledged or otherwise alienated, and BENEFITS and TRANSLOCATION BENEFITS made in respect of a MEMBER are exempt from any kind of confiscation under a decree or court order and do not form part of the estate of the MEMBER, DEPENDANT, NOMINEE or any other person in the event of insolvency or cession, save to the extent permitted above.

A 3.10.2 Notwithstanding the provisions of Rule A 3.10.1, the FUND may direct that a MEMBER’S or beneficiary’s benefit may be paid to a third party if that MEMBER or beneficiary provides sufficient proof that he or she is not able to open a bank account. Any such payment must be regarded as being a payment to that MEMBER or beneficiary.

A 3.10.3 If a MEMBER, DEPENDANT, NOMINEE or any other person attempts to act contrary to Rule A 3.10.1, the BENEFITS under the FUND may be withheld from such person and applied by the FUND in the interests of the MEMBER, DEPENDANT, NOMINEE or any other person, immediately or
in the course of time, in such manner as the FUND may determine.
SECTION B

OPERATION AND CONSTITUTION OF THE FUND
RULE B 1 - MANAGEMENT OF THE FUND

B 1.1 Registration and approval

Upon registration under the ACT, the FUND shall become a separate corporate body and legal person distinct from its MEMBERS, it shall be the lawful owner of its property and it shall be capable in law of suing and of being sued in its own name.

B 1.2 BOARD OF TRUSTEES

B 1.2.1 Representation

B 1.2.1.1 The SPONSOR shall appoint 4 TRUSTEES, at least one of whom shall be an INDEPENDENT TRUSTEE, as well as 4 alternates to act during the absence of a TRUSTEE.

B 1.2.1.2 The office of an alternate shall be subject to the same conditions as those to which the office of a TRUSTEE is subject.

B 1.2.1.3 Alternates may attend all TRUSTEE meetings. They will have the right to vote, only if the TRUSTEE for whom they alternate is not present.

B 1.2.1.4 The TRUSTEES shall hold office for a period of two years. Retiring TRUSTEES shall be eligible for re-appointment.

B 1.2.2 Vacancies

All vacancies shall be filled by the SPONSOR within three
months after having become vacant, in the manner referred to in Rule B 1.2.1.

**B 1.2.3 Persons not eligible to hold office as TRUSTEE**

No person in any of the following categories shall be eligible for appointment as a TRUSTEE and, if a TRUSTEE at any time falls in any such category, he shall cease to hold office:

- **B 1.2.3.1** a minor;
- **B 1.2.3.2** any person who is insane or otherwise incapable of acting;
- **B 1.2.3.3** any person who is disqualified from being a director in terms of an order under the Companies Act, Act No 61 of 1973, as amended;
- **B 1.2.3.4** an unrehabilitated insolvent;
- **B 1.2.3.5** any person removed from an office of trust on account of misconduct;
- **B 1.2.3.6** any person who has been convicted and sentenced either to imprisonment, or to a fine for one of the following: theft, fraud, forgery or uttering a forged document, perjury, an offence under the Corruption Act, Act No 14 of 1992, any offence involving dishonesty or any offence in connection with the promotion, formation or management of a company.
B 1.2.4 Termination of office

A TRUSTEE or alternate TRUSTEE shall cease to hold office if:

B 1.2.4.1 he resigns by giving written notice to the FUND;

B 1.2.4.2 he fails to attend three consecutive BOARD OF TRUSTEE meetings without a good reason as accepted by the BOARD OF TRUSTEES;

B 1.2.4.3 he is removed following a vote by the TRUSTEES approving his dismissal.

B 1.2.5 Remuneration of TRUSTEES

TRUSTEES other than an INDEPENDENT TRUSTEE shall not be remunerated for services performed in the execution of their duties as TRUSTEES.

B 1.3 Powers and Duties of the BOARD OF TRUSTEES

Subject to the provisions of the ACT and other applicable legislation the BOARD OF TRUSTEES is empowered to manage and control the FUND in accordance with this Rule in order to realise the objectives of the FUND and, without in any way detracting from the general intent of this Rule, possesses the following powers and duties:

B 1.3.1 to elect from amongst themselves a chairperson and vice-chairperson to serve for no longer than one year. If the chairperson is absent from any meeting, the vice-chairperson shall preside at the meeting. If both the chairperson and vice-chairperson are absent from a meeting, the TRUSTEES shall
elect one of the other TRUSTEES to act as chairperson for that meeting;

B 1.3.2 to ensure that the FUND continues to be registered in terms of the ACT;

B 1.3.3 subject to the provisions of the ACT, to make arrangements for the insurance of the rights of MEMBERS and the underwriting of the liabilities of the FUND by way of a suitable POLICY in favour of the FUND;

B 1.3.4 to appoint a liquidator, when necessary;

B 1.3.5 to appoint the PRINCIPAL OFFICER and Deputy Principal Officer of the FUND;

B 1.3.6 to appoint a valuator, when required;

B 1.3.7 to provide the INSURER with such particulars about MEMBERS as it may require for the purposes of the FUND;

B 1.3.8 to make the necessary arrangements with the INSURER for deducting tax, where applicable;

B 1.3.9 to declare any personal interest in any matter under discussion and refrain from voting thereon;

B 1.3.10 in general to administer and manage the business of the FUND in accordance with these RULES and the relevant statutory requirements in order to realise the objects of the FUND;

B 1.3.11 to delegate any of their powers and functions to a sub-
committee or any other person or persons, on such terms and conditions next as they may specify. The decision of such a sub-committee or any other person to which a power and/or function is delegated shall be recorded in the minutes at the meeting of the BOARD OF TRUSTEES, and shall be regarded as a decision of the BOARD OF TRUSTEES. It is specifically provided that the full BOARD OF TRUSTEES shall retain full responsibility for any sub-committee to whom the BOARD OF TRUSTEES’ power of decision making has been delegated in terms of these RULES;

B 1.3.12 to, when required, appoint an auditor in terms of the ACT;

B 1.3.13 to account as at FINANCIAL YEAR end; and

B 1.3.14 to ensure the FUND’S compliance with sections 14A, 14B and 15A to 15K of the ACT.

The powers, duties and authorities of the TRUSTEES set out in these RULES shall in no way limit or usurp the generally accepted responsibilities of TRUSTEES, including those duties set out in the Financial Institutions (Protection of Funds) Act, Act No 28 of 2001.

B 1.4 PRINCIPAL OFFICER and Deputy Principal Officer

The PRINCIPAL OFFICER shall represent the FUND in all respects as far as its dealings with the REGISTRAR are concerned and such other matters as the BOARD OF TRUSTEES shall delegate to the PRINCIPAL OFFICER. If the PRINCIPAL OFFICER is absent from the Republic of South Africa or is otherwise unable to perform his duties, the BOARD OF TRUSTEES will within 30 days appoint another person to act as PRINCIPAL OFFICER for the period of his absence or inability and notify the REGISTRAR accordingly.
B 1.4.2 In addition to the PRINCIPAL OFFICER the FUND, the FUND shall appoint a Deputy Principal Officer who shall act in the PRINCIPAL OFFICER’s absence from the Republic of South Africa or when the PRINCIPAL OFFICER is, for whatever reason, unable to discharge any of the PRINCIPAL OFFICER’s duties.

B 1.4.3 The PRINCIPAL OFFICER may, in writing and in accordance with any provisions for delegation in terms of the RULES, delegate any functions of the PRINCIPAL OFFICER, to the Deputy Principal Officer, subject to such terms and conditions as the PRINCIPAL OFFICER may determine at any time.

B 1.5 Meetings, minutes and books of account

B 1.5.1 The chairperson of the BOARD OF TRUSTEES may, whenever he finds it necessary, convene a meeting of the BOARD OF TRUSTEES to discuss the business of the FUND, but at least two meetings must be held in any FINANCIAL YEAR. The chairperson of the BOARD OF TRUSTEES shall give at least 15 days notice of such meeting to the TRUSTEES but with the approval of the majority of the TRUSTEES, the 15 day period may be waived. In all such meetings the decision of the majority shall be binding and, in the event of a split vote, the chairperson shall also have besides his ordinary vote, a casting vote. A decision taken in terms of this Rule shall constitute a resolution of the BOARD OF TRUSTEES.

B 1.5.2 Any TRUSTEE may request the chairperson in writing to convene a meeting of the BOARD OF TRUSTEES in order to
deal with such matters as are set out in the request. If the chairperson regards the request as reasonable he shall convene a meeting as soon as possible, but in any event not later than 21 days after the date of receipt of the request, provided that if the request is supported by a majority of TRUSTEES and the chairperson fails to convene a meeting, they may themselves convene a meeting after notifying the chairperson of their intentions.

B 1.5.3 A quorum consisting of four (4) TRUSTEES or their alternates is qualified to carry out any duties of the BOARD OF TRUSTEES despite any vacancy that may arise on the BOARD OF TRUSTEES. If a quorum is present the decision of the majority shall be binding.

B 1.5.4 Minutes must be kept of the meetings of the BOARD OF TRUSTEES and at each meeting the minutes of the previous meeting must be signed by the chairperson after they have been approved by the BOARD OF TRUSTEES.

B 1.5.5 A resolution, in writing, signed by a quorum of the TRUSTEES for the time being, shall be as valid and effectual as if it had been passed at a meeting of the TRUSTEES properly called and constituted.

B 1.5.6 The MEMBERS are entitled at all reasonable times to view the books of the FUND and the minutes of the meetings of the BOARD OF TRUSTEES and can, on payment of an amount determined by the BOARD OF TRUSTEES, obtain copies of the RULES and the latest financial statement relating to the FUND.
B 1.6 Interpretation of the RULES

In all matters relating to the interpretation of these RULES and/or the administration of the FUND the decision of the BOARD OF TRUSTEES shall be final and binding on the FUND and the MEMBERS, provided that such ruling is not contrary to these RULES, or the provisions of any legislation.

B 1.7 Complaints

A COMPLAINANT who has a complaint relating to the administration of the FUND, the investment of the moneys of the FUND or the interpretation and application of the RULES is entitled to lodge a written complaint with the PRINCIPAL OFFICER or the BOARD OF TRUSTEES in terms of section 30A of the ACT.

A complaint so lodged shall be properly considered and replied to in writing by the PRINCIPAL OFFICER or the BOARD OF TRUSTEES within 30 days of receipt of such complaint.

If the COMPLAINANT is not satisfied with the reply received, or if the PRINCIPAL OFFICER or the BOARD OF TRUSTEES fail to reply within 30 days of receipt of the complaint, the COMPLAINANT will be entitled to lodge the complaint with the ADJUDICATOR; provided that the ADJUDICATOR'S jurisdiction does not extend to complaints in connection with a Surplus Apportionment Scheme which relate to the decisions taken by the BOARD OF TRUSTEES or any stakeholder or any specialist tribunal convened in terms of section 15K of the ACT.

Notwithstanding anything to the contrary contained in the provisions above, any party to the complaint may refer the matter for arbitration in terms of and in the manner set out in the Arbitration Act, Act No 42 of 1965 and according to the rules of the Association of Arbitrators,
provided that:

B 1.7.1 such referral takes place within two months of the date of the BOARD OF TRUSTEES' decision,

B 1.7.2 such matter is a competent and compellable matter for arbitration; and

B 1.7.3 the decision of the BOARD OF TRUSTEES shall remain binding during the process of arbitration.

The payment of the cost of the arbitration shall follow the award of the arbitrator.

B 1.8 Alteration to the RULES

These RULES may be altered at any time by the BOARD OF TRUSTEES, with the approval of the INSURER, provided that the alteration is registered by the REGISTRAR and approved by the COMMISSIONER and provided that insured BENEFITS of existing MEMBERS are not affected by such amendment. The PRINCIPAL OFFICER shall request the INSURER to notify the REGISTRAR and COMMISSIONER officially of any alteration to the RULES and the INSURER shall be provided with any documents that the FUND is required to provide by law.

B 1.9 Registration of Amendments to the RULES of the FUND

Subject to the provisions of the ACT, if an amendment to the RULES of the FUND is registered after the effective date of the amendment, such amendment shall be deemed to take effect on the effective date of the amendment.
B 1.10 Notification to MEMBERS

B 1.10.1 The BOARD OF TRUSTEES shall notify the MEMBERS of the alterations to the RULES, at least once a year.

B 1.10.2 Every MEMBER shall, on request, be entitled to inspect these RULES at the registered office of the FUND.

B 1.11 Personal liability of TRUSTEES

The TRUSTEES are not personally liable for any loss that may be suffered by the MEMBERS or their DEPENDANTS and/or NOMINEES even should such loss have occurred as a result of an action of the BOARD OF TRUSTEES, provided that such action was taken in good faith and in accordance with the RULES, and that the loss does not arise from their dishonesty or fraud.

B 1.12 Fidelity Insurance

The BOARD OF TRUSTEES shall ensure that a policy of insurance is in place to indemnify the FUND against all losses resulting from the dishonesty or fraud of any of the FUND'S officers (including the TRUSTEES).

The INSURER will maintain fidelity cover to indemnify the FUND against any loss resulting from the negligence, dishonesty or fraud of any person in its employ.
B 1.13 Expenses

The INSURER undertakes to pay, on behalf of the FUND, all expenses of the FUND and those incurred by the BOARD OF TRUSTEES in the performance of its duties in terms of the RULES.

B 1.14 Currency

Payments due to or by the FUND, shall be made via the INSURER at the registered office of the FUND in the currency of the Republic of South Africa; provided that the TRUSTEES may, in special circumstances authorise payments to or by the FUND elsewhere or in such other currency as it may decide. The rate of exchange and the mode of payments shall then be determined by the TRUSTEES.

B 1.15 Unforeseen circumstances

In the event of a contingency arising which has not been provided for in these RULES, the decision of the TRUSTEES thereon, if not inconsistent with the provisions of these RULES, shall be final and conclusive.

B 1.16 Safekeeping of POLICIES

Any POLICY is issued in the name of the FUND and shall be kept in the safekeeping of the FUND.

B 1.17 Binding power of RULES

The provisions of the RULES bind the FUND, the MEMBERS, the BOARD OF TRUSTEES and any person who claims benefits in terms of the RULES or whose claim has been settled partially or in full.
Unclaimed BENEFITS

If a MEMBER does not claim the BENEFITS payable to him in terms of the RULES (other than death benefits in terms of Rule A 3.4), such BENEFITS shall remain separately identifiable in the FUND and shall only become payable provided the BOARD OF TRUSTEES is satisfied that a valid claim has been submitted.

In the event of the MEMBER failing to claim his BENEFITS any individual POLICY securing such BENEFITS shall cease to exist and his right to claim his unclaimed BENEFITS shall be secured by a collective POLICY issued to the FUND.

The collective POLICY shall be arranged by the BOARD OF TRUSTEES in terms of Rule B 1.3.3 to inter alia insure the rights of all MEMBERS to their unclaimed BENEFITS.

Any such MEMBER'S claim against the FUND shall be in terms of the collective POLICY and shall be equal to such MEMBER'S pro rata share of the proceeds of the collective POLICY.

If, however, the FUND is discontinued the provisions of Rule B 2.1 shall apply.

Actuarial Investigation

Unless the REGISTRAR advises the FUND that the provisions of section 17 of the ACT shall apply, a VALUATOR shall, subject to the conditions imposed by the REGISTRAR, actuarially review the FUND at least once every three years after the COMMENCEMENT DATE. Copies of the VALUATOR'S reports shall be furnished to both the BOARD OF TRUSTEES and the REGISTRAR within twelve months of the dates to which the investigations relate.
Notwithstanding the FUND'S obligation to comply with section 16 of the ACT, as the liabilities of the FUND are fully secured by policies of assurance underwritten by the INSURER, the liability of the FUND in respect of MEMBERS' BENEFITS cannot exceed that assumed by the INSURER and therefore the BENEFITS are always fully funded. Consequently, the FUND can never be in surplus or deficit.

**B 1.20 Signatures to documents**

All documents or contracts effected by the FUND (other than a resolution referred to in Rule B 1.5.1 and/or Rule B 1.5.5) shall be binding upon the FUND provided that they have been signed by the chairperson of the BOARD OF TRUSTEES and another TRUSTEE

B 1.20.1 at a duly constituted meeting, or

B 1.20.2 after such meeting, provided that authorisation for the signing of these documents or contracts was granted at such meeting.

Where, however the ACT prescribes specific formalities for the signature of documents, such documents shall only be binding upon the FUND subject to compliance with these requirements.
RULE B 2 - DISSOLUTION OF THE FUND

B 2.1 Dissolution

In the event of the dissolution of the FUND, the BOARD OF TRUSTEES shall appoint a liquidator whose appointment must be approved by the REGISTRAR. The liquidator will dissolve the FUND by realising the assets of the FUND and discharging the liabilities (including any liabilities and contingent liabilities to or in respect of members) of the FUND.

On dissolution a MEMBER’S equitable share of the balance in the FUND must be settled in one of the following manners:

B 2.1.1 paid for the MEMBER’S benefit into another APPROVED PROVIDENT FUND or APPROVED PROVIDENT PRESERVATION FUND for his benefit or paid to him in cash.

B 2.1.2 if a person to whom a cash amount is payable cannot be traced the liquidator shall, subject to legal requirements, pay the amount to the Guardian’s Fund and/or an UNCLAIMED BENEFITS FUND as provided for in the ACT.

B 2.2 BOARD OF TRUSTEES' right to dissolve the FUND

The BOARD OF TRUSTEES may, on giving written notice to the INSURER, dissolve the FUND. In this event Rule B 3.1 shall apply.

B 2.3 Powers of the BOARD OF TRUSTEES and the PRINCIPAL OFFICER after dissolution

If the FUND is liquidated, the offices of the BOARD OF TRUSTEES and the PRINCIPAL OFFICER shall automatically be dissolved. The liquidator appointed in terms of Rule B 2.1 will settle all matters in connection with the dissolution as if the liquidator were the BOARD OF
TRUSTEES.