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Public Officers'  
Defined Contribution  
Pension Fund

# **RULES**

# **2010**

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#### **SCHEDULE**

## **PART I - PRELIMINARY**

### **1. Citation and commencement (Section 1 of the Act)**

1. These Rules have come into existence as a result of the Public Officers' Defined Contribution Pension Fund Act, 2008 (the Act).
2. The commencement date of the Fund is 1 April 2008.
3. The Act and its terms and conditions shall always take precedent.
4. In terms of Section 38 of the Act, the Board of Trustees is responsible for the drafting and approval of the Rules.

### **2. Interpretation (Section 2 of the Act)**

"Act" means the Public Officers' Defined Contribution Pension Fund Act, 2008;

"Actuary" means the Actuary appointed in terms of the Act;

"Administrator" means the Administrator appointed in terms of the Act;

"Auditor" means the Auditor appointed in terms of the Act;

"Board" means the Board established under the Act;

"Commissioner" means the Commissioner of Financial Institutions as defined in the Financial Institutions Act 1999;

"Deferred Pensioner" means a Deferred Pensioner as defined in terms of the Act;

"Dependant" means a person as defined in terms of the Act;

**"Early Retirement Age"** means an age within 10 years of the Prescribed Retirement Age on which an employee may retire from Service while qualifying for pension, provided that the Member attained the age of 50 years; this is applicable on Deferred Pensioners as well;

**"Employer"** means the employer as defined in terms of the Act;

**"Employer Contributions"** means contributions as determined in the Act and quantified in the schedule to these Rules;

**"Financial Year"** means the 12 month period as defined in terms of the Act;

**"Fund"** means the Public Officers' Defined Contribution Pension Fund;

**"Fund Credit"** means the Member's fund credit as defined in terms of the Act, provided that it shall include:

- (a) his contributions made to the Fund; and
- (b) the Employer Contributions in respect of the Member, which are specified in Schedule 1; and
- (c) in respect of death, retirement or disability his full Opening Transfer Credit; and
- (d) any other amount transferred in to the Fund from a Previous Fund or an approved fund in terms of Rule 29,

together with interest:

Provided further that, for a Deferred Pensioner, interest shall be applied on the Fund Credit as at the date of deferment until the date of payment.

"Fund Salary" means the Member's pensionable annual salary as determined by the Employer:

provided that:

- (a) for all purposes the Fund Salary shall be determined on joining the Fund and a change in Fund Salary due to a change in remuneration shall take effect when such change occurs;
- (b) if the Member's remuneration is subject at any time to a reduction in amount then, with the agreement of the Member, the Board may direct that, for the purposes of the Fund, the reduction shall not be applied in the calculation of the Member's Fund Salary or shall be applied only partially;

"Investment Consultant" means a consultant as defined in terms of the Act;

"Investment Reserve Account" means a reserve account operated in terms of Rule 7;

"Investment Return" has the meaning assigned to it in the Act;

"Member" has the meaning assigned to it by the Act;

"Member Contributions" means contributions as determined in the Act and quantified in the schedule to these Rules

"Minimum information" means full information regarding the Member on whose behalf the contribution is made into the Fund as per the Administrator's requirements in terms of Section 19(1) of the Act;

**"Minister"** has the meaning assigned to it by the Act;

**"Normal Retirement Age"** means the Prescribed Retirement Age;

**"Opening Transfer Credit"** means the amount, transferred in from the Previous Fund in respect of a Member in terms of any past service liability at commencement of membership of the Fund in terms of Section 5 of the Act.

**"Past Service Reserve Account"** means a reserve account operated in terms of Rule 8;

**"Pensioner"** means a pensioner as defined in terms of the Act;

**"Prescribed Retirement Age"** means the age as defined in terms of the Act;

**"Prescribed Retirement Date"** means the last day of the month in which a Member reaches the age of retirement in terms of these Rules;

**"Previous Fund"** means a fund from which a Member was transferred on admission to this Fund;

**"Principal Officer"** means a person appointed in terms of the Act;

**"Public Officer"** means a person described in terms of the Act;

**"Registered Insurer"** means an insurer as described in terms of the Act;

**"Revenue Authority"** means the Lesotho Revenue Authority established under the Lesotho Revenue Authority Act 2001;



"Risk Reserve Account" means the reserve account operated in terms of Rule 6;

"Rules" mean these Rules as established in terms of the Act.

"Service" means employment with the Employer as defined in terms of the Act.

## **PART II - THE FUND**

### **CONTRIBUTIONS (Section 4 of the Act)**

#### **3. Payment of contributions**

- 3.1 A Member's Contributions in terms of the Act and these Rules shall be deducted by his or her Employer from his or her salary or wages and shall, together with the Employer's Contributions, be paid into the Fund's bank account monthly in arrears.
- 3.2 The Employer shall ensure that the contributions referred to in Rule 3.1 are paid to the Fund's bank account on the first working day of the calendar month in respect of which the contributions are payable.
- 3.3 The Employer shall also ensure that the Minimum information under these Rules regarding payment of contributions is furnished to the Administrator of the Fund within 7 working days after the end of the month in respect of which contributions are payable.

#### **4. Absence**

- 4.1 When a Member is on leave with full pay or with pay less than full pay, he or she, and the Employer shall continue to contribute to the Fund in accordance with Rule 3, and all benefits under the Fund in respect of him or her shall be maintained.
- 4.2 If a Member is on leave without pay, but with the consent of the Employer no contributions shall be made by him or her or by the Employer in respect of him or her in terms of Rule 3:
  - (a) throughout the period of leave, if the Member's leave is due to sickness; or

(b) for not longer than 12 months, if the Member's leave is due to reasons other than sickness;

4.3 The Employer shall however continue to pay for the risk benefits in order that the death benefit referred to in Rule 26 and the disability benefit referred to in Rule 27 may continue to apply.

## **5. Reserve Accounts**

Three reserve accounts, to be known as the Risk Reserve Account, the Investment Reserve Account and the Past Service Reserve Account shall be maintained under the Fund and shall operate in accordance with Rules 6, 7 and 8 respectively.

## **6. Risk Reserve Account**

6.1 To the Risk Reserve Account shall be credited a portion of the Employer's contributions.

6.2 The amount standing to the credit of the Risk Reserve Account shall be increased or decreased by the share of the Investment Return earned on the assets in this account.

6.3 The amount standing to the credit of Risk Reserve Account shall, as directed by the Board in consultation with the Actuary, be used to meet any deficit in the cost of the risk benefits.

## **7. Investment Reserve Account**

7.1 To the Investment Reserve Account shall be credited investment returns.

7.2 The amount standing to the credit of the Investment Reserve Account shall be increased or decreased by the share of the Investment Return earned on the assets in this account.

7.3 The amount standing to the credit of Investment Reserve Account shall:

- (a) be used to meet the fees charged by an institution or a person to whom the Board's investment powers have been delegated in terms of Rule 14.6;
- (b) as directed by the Board in consultation with the Actuary, be added to the Member's Fund Credit at the end of each Financial Year at a rate declared by the Board on the advice of the Actuary having regard to the Investment Return earned on the Fund's assets; and
- (c) be proportionately paid to a Member who leaves Service or transfers to another approved fund in the manner determined by the Board, in consultation with the Actuary.

## 8. Past Service Reserve Account

8.1 To the Past Service Reserve Account shall be credited:

- (a) the past service liability to which the Member is not entitled on termination of Service; and
- (b) any excess amount contributed by the Employer towards the costs of the Fund;

plus any interest earned on such amounts.

8.2 The amount standing to the credit of the Past Service Reserve Account shall be used as determined by the Trustees in consultation with the Actuary.

### **PART III - MEMBERSHIP**

#### **9. Membership (Section 5 of the Act)**

9.1 A Member shall produce evidence of age acceptable to the Employer, and shall also give such other information as the Employer may reasonably require for the purposes of the Fund.

9.2 Admission to membership of the Fund shall be regarded as an acknowledgement by the Member, that he or she agrees that these Rules, including any alteration to these Rules, shall be binding upon him or her, and upon any person claiming to derive a benefit under the Fund by virtue of his or her membership.

9.3 If a Member transfers to another approved fund in any of the circumstances envisaged in these Rules and such transfer is subject to the provisions of the Act, then it is specifically provided that with effect from the date on which he or she becomes a member of such fund, contributions in terms of Rule 3 shall cease and in the event of his or her death or disability, prior to transfer of his or her benefit in terms of these Rules from the Fund to such other fund, the death benefit referred to in Rule 27 or the disability benefit referred to in Rule 28, shall not be payable.

#### **10. Secondment**

10.1 If as a result of secondment, a Member is transferred to a different department, but within the same Employer, his or her membership to the Fund shall continue but under a different department.

10.2 Over and above Rule 10.1, the terms and conditions of public service regulations regarding secondment will apply.

## **11. Internal Transfers**

If a Member is transferred to the employment of a department or organisation, allied or subsidiary to the Employer, his or her membership of the Fund shall continue under the new department or organisation.

## **12. Deferred Pensioner**

12.1 If the Member terminates his or her Service with the Employer, but is employed by any department within the Employer on a contract basis; thus not permanent, then the Member may elect to become a Deferred Pensioner under this Fund.

12.2 The Member may, where applicable, be eligible for membership under the new Employer's Fund.

## **PART IV - BOARD OF TRUSTEES**

The Fund shall be managed in terms of Part IV of the Act and the following additional provisions shall apply:

### **13. Committees (Section 7(d) of the Act)**

13.1 The Board may appoint, from among itself, committees to assist it in the performance of its functions.

13.2 The Board may decide that any power of decision on any matter that is vested in it, shall be delegated, on such terms and conditions as they may specify, to a committee, or committees, of such of their number as they nominate. Any decision of a committee to which a power is so delegated shall be referred to the Board for ratification.

### **14. Indemnification of officers of the Fund (Section 7(h) of the Act)**

14.1 The Board and the secretariat staff of the Fund shall be indemnified by the Fund against all proceedings, costs and expenses incurred by reason of any claim in connection with the Fund not arising from their negligence, dishonesty or fraud.

14.2 The Board shall ensure that the Fund is insured against any loss resulting from the dishonesty or fraud of any of its officers (including the Board but excluding the Administrators and any consultants appointed).

14.3 The Board shall ensure that service providers arrange their own fidelity cover against any loss as a result of the services rendered to the Fund.



## **PART V - ADMINISTRATION**

15. The provisions of the Act shall apply to all aspects of the administration of the Fund.

(The details of the administration services featured in the service agreement between the Fund and the Administrator are contained in Schedule 2 to the Rules).

## **PART VI - INVESTMENTS AND FINANCIAL MATTERS**

Subject to the provisions of the Act which shall pertain to all aspects of the investments and financial matters of the Fund, the following additional provisions shall apply:

### **16. Investments (Section 21 of the Act)**

16.1 All moneys received on account of the Fund shall be paid into a banking account opened in the name of the Fund.

16.2 The Board shall have power, subject to the Act, to receive, administer and apply the moneys of the Fund and in its discretion to invest, put out at interest, place on deposit, make advances, or otherwise deal with the moneys of the Fund upon such security and in such manner as it may, from time to time, determine and to realise, vary, reinvest or otherwise deal with such securities and other investments as it may, from time to time, determine.

16.3 The Board shall have power to effect policies of insurance with one or more Registered Insurers for the purpose of investing the Fund's moneys in order to meet the cost of providing benefits in terms of these Rules and may, notwithstanding the provisions of these Rules, cede all or part of such a policy to a Member in place of a cash sum entitlement in terms of these Rules. The Board shall also have power to insure, in whole or in part, the death benefits and disability benefits payable in terms of these Rules.

16.4 The Board may obtain an overdraft from a bank or borrow from the Employer or any other party, on such terms as they think fit, such sums as they approve for the purpose of completing any investment or meeting any temporary cash shortage and for this purpose may give such security as they decide.

16.5 All title deeds and securities shall be registered in the name of the Fund or in the name of such nominated company acceptable to the Commissioner of Financial Institutions as the Board may appoint. The documents of title registered in the name of the Fund in connection with any investment or asset of the Fund shall be kept in safe custody at the registered office of the Fund or in a banking institution, as decided by the Board. Any documents of title registered in the name of a nominated company in connection with any investment or asset of the Fund shall be kept in safe custody at the registered office of that company or in a banking institution, as decided by that company.

16.6 The power of the Board to make investments and to realise, vary, reinvest or otherwise deal with the securities concerned, may be delegated by the Board, on such terms and conditions as they may specify, to:

- (a) a committee of such of their number as they nominate;
- (b) a financial institution as approved by the Commissioner; or
- (c) appoint an Investment Consultant in terms of Section 20(c) of the Act.

16.7 The Board shall not be liable for the negligence, dishonesty or fraud of an institution referred to in Rule 16.2 or a person referred to in Rule 16.3.

16.8 The balance of the Investment Return revealed at the end of a Financial Year by the Actuary's review of the financial condition of the Fund as at that date, other than the Investment Return referred to in Rule 6.2 and Rule 7.2, after provision has been made for the allocation of interest to the Members' Fund Credits, be applied under the Investment Reserve Account.

16.9 Upon receipt of a notice of termination of the Member's membership of the Fund for any reason contemplated in these Rules, the benefit payable to or in respect of the Member shall be disinvested from the market and immediately transferred into the Fund's bank account referred to in Rule 16.1 and the Member's benefit shall accrue interest at the bank rate until the date of payment.

**17. Expenses (Section 25 of the Act)**

17.1 The expenses in connection with the administration of the Fund shall be borne by the Fund.

17.2 The expenses incidental to the management of the Fund shall be borne by the Fund as determined by the Trustees in terms of the expense claims policy of the Board.

**18. Accounts (Section 18 of the Act)**

Accounts for the Fund shall be maintained as defined in Section 18 of the Act.

**19. Actuarial Valuations (Section 26 of the Act)**

19. The financial condition of the Fund shall be investigated and reported on by the Actuary at intervals not exceeding three years and the following shall apply:

- (1) the Board shall forward a copy of the valuation report to the Minister in accordance with the provisions of the Act;
- (2) if the valuation discloses that there is a deficit then the deficit shall be dealt with in terms of Section 26 of the Act.

**20. Documents**

All cheques, contracts and other documents pertaining to the administration of the Fund shall be signed by such persons as the Board may, by resolution, appoint.

## **PART VII - BENEFITS**

### **RETIREMENT (Section 27 of the Act)**

#### **21. Early Retirement**

A Member or Deferred Pensioner who has reached Early Retirement Age may retire on the last day of any month occurring before he reaches his Prescribed Retirement Date; provided that he or she gives appropriate written notice to his or her Employer.

#### **22. Retirement at the Prescribed Retirement Date**

A Member who has not retired in terms of Rule 21 shall retire on reaching the Prescribed Retirement Date.

#### **23. Ill-health Retirement**

The Board may, after considering medical evidence acceptable to it, and taking into account public service regulations, if it is satisfied that a Member has become totally and permanently incapable of carrying out his or her duties, agree to his or her retirement at any time before he or she reaches the Prescribed Retirement Date.

#### **24. Amount of Benefit**

24.1 On retirement a benefit based on the Member's Fund Credit and his or her past service liability becomes payable, and the Member may elect to purchase an annuity from a Registered Insurer of his or her choice based on the full benefit payable from this Fund or he or she may elect to take up to a maximum of 25% of the benefit as a cash lump sum with the balance to purchase an annuity as prescribed.

24.2 The annuity so purchased shall be compulsory, non-commutable and non-assignable, payable for life and the purchase shall be subject to any further requirements of the Revenue Authority, if more than one annuity is purchased.

24.3 On retirement a benefit based on the Deferred Pensioner's or officer's Fund Credit becomes payable, and the Deferred Pensioner may elect to purchase an annuity; as defined in Rule 24.2, from a Registered Insurer of his or her choice based on the full benefit payable from this Fund or he or she may elect to take up to a maximum of 25% of the benefit as a cash lump sum with the balance to purchase an annuity as prescribed.

## 25. Payment of Benefit

A benefit as described in terms of Section 27 of the Act, shall be paid subject to tax being deducted in terms of the requirements of the Revenue Authority and shall be paid as soon as possible after the date of his or her retirement:

provided that:

- (1) should the Member die prior to the receipt of his or her benefit or before an annuity or annuities is or are purchased in terms of Section 27 of the Act, such benefit shall be dealt with in accordance with Rule 26; and
- (2) that the provisions of Section 32 of the Act shall apply *mutatis mutandis*.

## DEATH AND DISABILITY BENEFITS

### 26. Death benefit, restrictions and payment (Section 30 of the Act)

26.1 If a Member dies while in Service, a lump sum benefit shall be payable from the Fund equal to:

- (a) a multiple of Fund Salary at the date of his death as quantified in the Schedule to these Rules; plus
- (b) his or her Fund Credit at the date of his or her death.

26.2 The benefit payable in terms of Rule 26.1(a) shall be insured with a Registered Insurer and the following shall apply:

- (a) such benefit shall not be paid unless the claim thereof has been admitted by the Registered Insurer; or
- (b) such benefit shall not be payable if the policy issued by the Registered Insurer is suspended or cancelled for reasons beyond the control of the Board.

26.3 The benefit provided in terms of Rule 26.1(a) shall be determined annually by the Board in accordance with the rates applicable to the Members, and notified to the Members each year;

26.4 If a Deferred Pensioner dies while in Service; a lump sum benefit equal to his or her Fund Credit at the date of his or her death, shall be payable from the Fund.

{ 26.5 Payment of death benefits shall be in line with the prevailing legislation of Lesotho.



**27. Permanent Disability benefit, restrictions, exclusions and payment  
(Section 28 and 29 of the Act)**

27.1 A Member shall be classified as permanently disabled in terms of this Rule if his or her condition is such as to satisfy the provisions governing permanent disablement which are set out in the policy issued by the Registered Insurer. "Disablement" shall have a corresponding meaning:

- (a) The Board has power, where so required by the Registered Insurer, to require a Member to be examined at the Registered Insurer's expense by a medical practitioner appointed by the Registered Insurer.
- (b) Acting on the results of this examination, the Board may decide that the benefit payable shall be restricted in such manner as it may decide in consultation with the Actuary and the Registered Insurer.
- (c) The Board shall inform the Member in writing of the terms of any restriction imposed in terms of this Rule.

27.2 A Member who has retired in terms of Rule 23 on becoming disabled shall, in addition to his Fund Credit, subject to Rule 27.3, be entitled to a benefit equal in amount to the benefit that would have been payable in terms of Rule 26 if he had died on the day he became disabled, subject to a maximum benefit of such amount as may be specified from time to time by the Registered Insurer. If the Member's disablement occurs after he has reached such age as may be set out in the policy issued by the Registered Insurer the benefit shall be reduced in accordance with the provisions of that policy.

27.3 A benefit payable in terms of 27.2 shall be subject to any restrictions which may have been imposed in terms of Rule 26 on that part of the multiple of Fund Salary applicable in terms of Rule 26 and to such exclusions and further restrictions (if any) as may apply in terms of the policy issued by the Registered Insurer.

27.4 The benefit payable in terms of Rule 27.2 shall be insured with a Registered Insurer and the following shall apply:

- (a) such benefit shall not be paid unless the claim thereof has been admitted by the Registered Insurer; or
- (b) such benefit shall not be payable if the policy issued by the Registered Insurer is suspended or cancelled for reasons beyond the control of the Board.

27.5 Payment of the disability benefit shall be made as an ill health early retirement benefit and payment shall be made as soon as possible after the date of the disablement of a Member:

provided that:

- (1) should the Member fail to claim his or her benefit for any reason within a period of 6 months from the date of leaving Service, the Fund shall be liable to pay tax on the unclaimed benefit in accordance with the requirements of the Revenue Authority, if applicable; and

- (2) should the Member die prior to the receipt his or her benefit, such benefit shall be dealt with in accordance with the decision of the Board, taking into account the multiple of Fund Salary to which the deceased Member would have become entitled in terms of these Rules.

27.6 If a Deferred Pensioner becomes disabled; a lump sum benefit equal to his or her Fund Credit at the date of his or her disablement, shall be payable from the Fund.

## TERMINATION OF SERVICE

### 28. Benefit and Payment (Section 31 of the Act)

28.1 If a Member, who is not qualified to retire in terms of Rules 21, 22 or 23, leaves Service for any reason other than those referred to in Rules 26 or 27 of these Rules, he or she shall become entitled to a lump sum benefit equal to his or her Fund Credit at the date of leaving Service.

28.2 The benefit in terms of this Rule shall be paid to the Member as a lump sum and shall, after tax has been deducted as per the requirements of the Revenue Authority, be made as soon as possible after the date of his or her leaving Service:

provided that:

- (a) should the Member fail to claim his benefit for any reason within a period of 6 months from the date of leaving Service, the Fund shall be liable to pay tax on the unclaimed benefit, if applicable;
- (b) should the Member die prior to the receipt of his or her benefit, such benefit shall be distributed in accordance with Rule 26; and
- (c) that the provisions of Section 32 of the Act shall apply *mutatis mutandis*.

28.3 The Member may, instead of receiving the benefit entirely as a lump sum, elect to transfer all, or, subject to the proviso to this Rule, part of the benefit to another approved fund:

provided that:

- (a) transfer shall be subject to the requirements of the Commissioner, as may be specified from time to time; and
- (b) transfer shall take place within 60 days of the date of receipt of the Member's written request to transfer his or her benefit; and
- (c) should the Member's benefit not be transferred in terms of paragraph (b) above, interest calculated at the current bank rate shall be added to the Member's benefit until the date of transfer of the benefit.

28.4 When a benefit has been paid to the Member as a lump sum in terms of Rule 28.2 or transferred in terms of Rule 28.3, the Member shall have no further claim on the Fund.

## **TRANSFERS (Section 38(2)(d) of the Act)**

### **29. Transfers into the Fund**

29.1 If a Member was a member of a Previous Fund, the Fund shall receive such amount as becomes payable to the Fund by the Previous Fund as the result of the transfer of such member to the Fund. Such amount shall be applied under the Member's Fund Credit.

29.2 If a Member, who was a member of an approved fund prior to becoming a Member of the Fund, chooses to transfer the benefit to which he is entitled on leaving that fund into the Fund, the amount so transferred shall be applied under the Member's Fund Credit.

29.3 Any amount transferred to the Fund from another fund in terms of Rule 29.1 or Rule 29.2 shall be treated in accordance with Section 99 of the Income Tax Act, 1993 (Act No.9 of 1993).

### **30. Transfers out of the Fund**

If a Member resigns from the Service of the Employer and joins another organisation, the Member may elect to transfer his benefit payable under this Fund to an approved fund established for the benefit of the employees of the organisation which he joins, and he or she shall have no further claim on the Fund.

### **31. Deductions from benefits**

31.1 The Board shall have the right to make such deductions from the benefit to which a Member or other beneficiary is entitled in terms of the Rules as are permitted in terms of Section 32 of the Act and in respect of which a claim has been lodged in writing within such reasonable time of the event giving rise to the benefit as the Board may from time to time fix for making such claims.

31.2 Notwithstanding any contrary provisions in these rules, the Board may, where the Employer has instituted legal proceedings in a court of law against a Member for compensation in respect of damage caused to the Employer as contemplated in Section 32 of the Act, withhold payment of the benefit until such time as the matter has been finally determined by a competent court of law or has been settled or formally withdrawn, provided that, a court order or judgment has been made in respect of such legal proceedings.

### **32. Disputes**

32.1 Any question which may arise with regard to a claim by any person under these Rules shall be decided by the Board.

32.2 If any person affected by a decision of the Board in terms of Rule 32.1 is dissatisfied with the decision, he or she shall have the right to refer the matter to mediation, conciliation or arbitration.

32.3 Notice in writing of intention to exercise such right shall be given by the person concerned to the Board not later than 3 months from the date of the Board's decision and before the arbitration, conciliation or mediation commences the person concerned shall furnish such security for the costs of the arbitration as the Board may reasonably require.

32.4 The costs of the mediation, conciliation or arbitration shall follow the award of the mediator, conciliator or arbitrator respectively.



PART VIII - MISCELLANEOUS

33. Dissolution

33.1 If the Fund is to be dissolved, in terms of Section 36 of the Act, the following shall apply:

- (a) a liquidator shall be appointed in terms of the Act, who shall liquidate the Fund with effect from the date stipulated in the Act, after consultation with the Actuary;
- (b) the total moneys available under the Fund, less expenses incurred in the liquidation, shall be applied to provide equitable benefits for all Members, on a basis recommended by the Actuary and approved by the liquidator; provided it is the fair value of the assets of the Fund, less any current liabilities.

33.2 The amount of money available for a Member under Rule 33.1(b) shall, as directed by the liquidator, either:

- (a) be transferred for his or her benefit to another approved fund;  
or
- (b) if the Member so requests, be paid to the Member as a lump sum benefit;

provided that any transfer to a preservation pension fund shall be subject to the requirements of the Revenue Authority as may be specified from time to time.

33.3 When all payments have been made by the Fund in terms of these Rules, the Fund shall have no further liability to any person.

#### **34. Inspection and Payment of benefits**

34.1 Subject to payment of such fee as the Board may require, a Member shall be entitled on application to a copy of any of the documents relating to his or her benefits.

34.2 A Member shall be entitled on application to inspect at the offices of the Principal Officer of the Fund without charge a copy of any of the documents relating to his or her benefits.

34.3 Payment of each benefit in terms of these Rules shall be made to the person entitled thereto either to a bank registered in terms of the laws of Lesotho or any bank approved by the Board by means of electronic transfer into the account of the Member or any person entitled to the benefit in terms of these Rules; provided that the Member or a person referred to above shall advise the Fund in writing of his bank account.

34.4 Payment in terms of Rule 34.3 shall constitute full and final settlement of all claims to the benefit against the Fund and neither the Board nor the Administrator shall have any further liability for the benefit to any person.

34.5 Payment of benefits shall be in line with the prevailing legislation of Lesotho.

34.6 Nothing in these Rules shall in any way restrict the right of the Employer to terminate the employment of any Member or affect any agreement between the Employer and an employee in regard to conditions of Service.


### **35. Access to Information**


(a) Subject to payment of such fee as the Trustees may require, a Member shall be entitled on written application to a copy of the following documents and to make extracts thereof:

- (i) Rules
- (ii) Valuation Report
- (iii) Financial Statements
- (iv) Policies

Approved by a formal meeting of the Board of trustees and signed at

MASERY on this the 13<sup>th</sup> day of APRIL ~~2009~~ 2010

  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Principal Officer of the Fund

  
\_\_\_\_\_  
Trustee of the Board

   
\_\_\_\_\_  
Trustee of the Board

March 2010

/TO

SCHEDULE 1

Fund	type	pension fund
	funding	defined contribution
contributions	Employer	5,0% of salary towards retirement 6,2% of salary towards costs
	Member	5,0% of salary towards retirement
Normal Retirement Age	disciplined service	55
	teaching service	65
	public service	60
	local government	60
	Deferred Pensioner	65
Early Retirement Age	all	within 10 years from Normal Retirement Age, but with minimum age 50
withdrawal benefits	active Member	Fund Credit
	Deferred Pensioner	Fund Credit
disability benefits	active Member	1 X Fund Salary plus Fund Credit
	Deferred Pensioner	Fund Credit
retirement benefits	active member	Fund Credit
	Deferred Pensioner	Fund Credit
death benefits	active Member	1 X Fund Salary plus Fund Credit
	Deferred Pensioner	Fund Credit



### **Amendment of the Rules of the Fund**

Amendment to Rule 24.1 of the Public Officers' Defined Contribution Pension Fund Rules of 2010 by the Board of Trustees in its meeting of the 30 June 2014-

#### **"Tittle and Commencement**

1. These Rules may be cited as Public Officers' Defined Contribution Pension Fund (Amendment) Rules of 2014, and shall be deemed to have come into operation in 2010:
2. Public Officers' Defined Contribution Pension Fund Rules of 2010 are amended by deleting Rule 24.1 and substituting the following:-

***"24. On retirement, a benefit based on the Members' fund credit and his or her past service liability becomes payable, and the Member may elect to take up a maximum of 25% of the benefit as a cash lump sum with the balance to purchase annuity on behalf of him or her by the Fund".***