



Please post, fax or email completed forms to: RFS Administrators (Pty) Ltd, P O Box 2832, Montana Park, 0159 Fax: 086 443 9220 or email to beneficiaries@rfsolutions.co.za

A Particulars of fund/scheme:
1. Name of Fund/Scheme: _____

B Particulars of employee : *(Please use block letters and complete in black)*

1. Surname: _____
 2. Full names: _____
 3. Identity number: _____
 4. Employee Number: _____
 5. Membership Number: _____
 6. Employer Name: _____
 9. E-mail address: _____
 10. Telephone Number (Home): _____
 11. Telephone Number (Work): _____
 12. Cell phone Number: _____

C. As member of the above-mentioned Fund, I hereby revoke all my previous nominations and request the Fund, in the event of my death, to pay the amount which becomes payable by the Fund/Scheme (or such portion thereof as is specified below) to the person(s) mentioned below, subject to the provisions of the Rules of the Fund/Scheme and in accordance with section 37C of the Pension Funds Act.

Beneficiaries Name and Surname	Date of birth	Relationship	Percentage of benefit
Total allocation			100%

Motivation (Optional):

Signed at _____

Date

d	d	m	m	y	y	y	y
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1. _____
2. _____

Member Signature _____

Note

1. Although the Board of Trustees of the Fund will not be bound by your nomination(s), they will take it into account when a decision regarding the apportionment of your benefits is made. If you do not complete a nomination form, you lose the opportunity to convey your recommendation(s) regarding the disposal of your death benefits, to the Board of Trustees of the Fund. It is therefore in your own interest to complete a nomination form.
2. In terms of the provisions of section 37C, any benefit payable by a Fund upon the death of a member, shall, subject to a housing loan pledge in accordance with section 19(5)(b)(l) and subject to the provisions of sections 37A (3) and 37D, not form part of the assets in the estate of a member, but shall be dealt with in the following manner:
 - a) If the Fund within twelve months of the death of the member becomes aware of or traces a dependant(s) of the member, the benefit shall be paid to one or all such dependants, as may be deemed equitable by the Trustees.
 - b) If the Fund does not become aware of or cannot trace any dependant(s) of the member within twelve months of the death of the member, and the member has designated in writing to the Fund a nominee(s) who is not a dependant of the member, the benefit or such portion of the benefit as is specified by the member in writing to the Fund, shall be paid to such nominee(s), only to the extent to which the benefit exceed the outstanding debt against the estate, if the estate of the member is insolvent.
 - c) If a member has a dependant(s) and the member has also designated in writing to the Fund a nominee(s) to receive the benefit or such portion of the benefit as is specified by the member in writing to the Fund, the Fund shall within twelve months of the death of the member pay the benefit or portion thereof to such dependant(s) or nominee(s) as may be deemed equitable by the Trustees.
 - d) If the Fund does not become aware of or cannot trace any dependant(s) of the member within twelve months of the death of the member and if the member has not designated a nominee(s), the benefit, shall be paid into the estate of the member or if no inventory in respect of the member has been received by the Master of the Supreme Court in terms of the Estate Act, 1956, into the Guardian's Fund.

In summary the Act defines a dependant as any person :

- in respect of whom you were legally liable for maintenance;
- whom you were not legally liable to maintain, if such a person :
 - was, in the opinion of the Trustees, upon your death in fact dependant on you for maintenance;
 - is your spouse, including a party to a customary union according to Black law and custom to a union recognised as a marriage under the tenets of any Asiatic religion, and including same sex partners and life partners;
 - is your child, including a posthumous child, an adopted child, and an illegitimate child;
- in respect of whom you would have become legally liable for maintenance, had you not died.

General: Section 37C is only applicable to the Fund and not to the Group Life Insurance Scheme, but the Trustees handle the death benefit payable in terms of the Scheme in the same way as the benefit payable in terms of the Fund.