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The Quarterly DIGEST

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The mandate of the OPFA is to ensure a procedurally fair, economical and expeditious resolution of complaints. Our services are free.

From the Adjudicator's Desk

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From the Adjudicator's Desk

Muvhango Lukhaimane
Pension Funds Adjudicator

In this quarter, the OPFA bids farewell to its Deputy Pension Funds Adjudicator, Mr Matome Thulare who returned to practice after spending two years with us. The office benefited from his presence. The search for a replacement is currently underway.

The team is doing its utmost best to improve on the finalisation of matters; however, we continue to be hamstrung by funds that submit responses late without reason. The suboptimum transfer of the administration of Chemical Industries National Provident Fund is cited as being responsible for the extraordinary delay in submitting responses – various extensions have been granted with the latest one being up to 31 March 2022. Whilst this has an impact on our performance, this pales into insignificance when compared to the anxiety and helplessness of complainants that must wait for their matters to be resolved.

I am also concerned about the number of death benefit allocation complaints that we received and set aside because of incomplete investigations and less than equitable allocations. This should be an area of improvement for funds and our office has engaged with several funds to share our experiences and learnings. We appreciate that this is an onerous task, all the more reason it should be discharged with the necessary diligence.

As of 28 February 2022, there were 2 473 active complaints, of which 2 369 are less than 6 months and 104 are more than six months. The referred to fund process continues to bear fruit in ensuring that where matters were administrative, misunderstandings, or requests for information – are resolved efficiently without being subjected to the entire resolution process.

Thank you to those funds/administrators that heeded our call to provide arrear contribution amounts, enabling us to issue orders sounding in money. This will in most respect, assist with enforcement of determinations. We are also thankful to those funds that have used our office to go after errant employers that do not pay contributions or perpetually do so late – it is a far more efficient recovery process.

The office will also be embarking on a recruitment drive to fill positions of Senior Assistant Adjudicators and Assistant Adjudicators, which will improve on the time it takes for us to finalise complaints. Happy reading and continue to send those feedback notes, most appreciated.

The duty to pay contributions

By Silas Mothupi
Senior Assistant Adjudicator (Team Leader)

The OPFA receives a large number of complaints against participating employers for non-payment of contributions in terms of section 13A of the Pension Funds Act No 24 1956 ("the Act") read with Regulation 33(1) of the regulations to the Act. These types of complaints are lodged by members/former members, beneficiaries and funds against employers. In particular, about 60% of the complaints involve non-compliance by participating employers in relation to payment of contributions.

The duty to pay contributions

What are the statutory duties of a fund?

A registered fund or its board of management has certain statutory duties in terms of the Act and the Regulations to the Act in relation to payment of contributions. Most importantly a fund or its board has a duty to request an employer in writing to notify it of the identity of persons personally liable for payment of contributions in terms of section 13A (8) of the Act and to report any non-compliance with the provisions of section 13A in accordance with such conditions and the format as may be prescribed (Section 13A (10) and Regulation 33(4)(b)).

Fund duty to the members

In most cases, members of funds are not informed about the employer's non-compliance in terms of section 13A in order to exercise and protect their rights. They only become aware upon exit from service or when payment of a benefit is made. Thus, a fund must take reasonable steps to inform members of any non-compliance by an employer regarding the payment of contributions (Regulation 33(4)(a)).

It is common practice for funds to send communication to employers when notifying members of issues affecting them, including provision of annual benefit statements.

These communications do not reach the members as, in most cases, the employers do not distribute same. It remains the duty of the fund to ensure direct communication with members and that any communication sent through the employer actually reaches them.

A fund must also allocate contributions correctly to the member's record and ensure that proper books and records are kept (Section 7D(a)).

Employer Duty

A participating employer in a fund has a statutory duty to pay contributions to a fund which, in terms of the fund rules, is to be deducted from the member's remuneration and any contributions for which it is liable in terms of the rules (Section 13A(1)). It also has a duty to submit contribution schedules in support of the contributions made in order for the fund to allocate same accordingly (Section 13A(2)(a)). The contributions must be paid to the fund no later than seven days after the end of the month for which such a contribution is payable. A defaulting employer is liable to pay late payment interest on contributions not paid timeously (Section 13A(7)).

Complaints to the OPFA show that employers do not register all their employees with funds despite deducting contributions from their salaries. Further, some employers do not pay contributions timeously, submit schedules or the amount of contributions paid is not at the correct rate as prescribed by the fund rules. Funds must have a way of ensuring compliance with all requirements.

What can members do?

Members of funds must regularly monitor deductions made from their salaries in respect of retirement fund contributions. The amount that is deducted from a member's salary as contributions must be in accordance with the rules of the relevant fund and must be remitted to the fund on a weekly/ monthly basis (depending on the rules) (Section 13A(3)(a)). Members must familiarise themselves with the fund rules and may request a copy from the relevant fund.

Members must regularly check their benefit statements and ensure that they receive them on an annual basis. A benefit statement contains vital information such as membership date with the fund, the amount of contributions made by the member and the employer, deductions from the contributions in respect of costs and the current fund value. Members must inform funds of any change in their personal information such as beneficiary nomination and contact details.

What are the appropriate steps? A member, former member or a beneficiary who is aggrieved with the failure of the employer to pay contributions may lodge a written complaint with a fund for consideration by the board (Section 30A(a)). A complaint so lodged shall be properly considered and replied to in writing by the fund or the employer within 30 days of receipt. If the member is not satisfied with the reply or if the fund or the employer fails to reply within 30 days, the complainant may lodge a complaint with the OPFA.

Our role

In a complaint relating to non-payment of contributions and submission of schedules by an employer, the role of the OPFA is to investigate and determine if an employer is non-compliant in terms of the fund rules and the Act. During the investigation phase a fund is expected to inform the OPFA of the period and amount of arrear contributions together with late payment interest.

In most of cases, complainants do not directly raise the issue of non-payment of contributions by employers when they file complaints. This is due to lack of information or awareness regarding the failure of participating employers to pay contributions. However, our investigations would reveal non-compliance by an employer in this regard, which ultimately affects the member's fund credit. As a result, the OPFA has a duty to investigate this issue to ensure that a complaint is adequately addressed. The OPFA has no power to request a fund to comply with any of the statutory duties above before investigating and adjudicating any complaint involving arrear contributions. However, funds are expected to comply with their statutory obligations in this regard and act in the interest of the members, especially where non-compliance is flagged for a member. Every participant in a fund has a role to play to ensure that contributions are paid timeously, regularly and at the correct rate.

The Bwanya judgment and its effect on spouses' pensions

By Naheem Essop
Senior Legal Advisor

It was previously held to be justifiable to differentiate between spouses in a marriage and partners in a permanent life relationship for purposes of identifying recipients of spouses' pensions. This was based on a 2004 Constitutional Court judgment relating to the Maintenance of Surviving Spouses Act. The recent Constitutional Court judgment in Bwanya v Master of the High Court, Cape Town and Others [2021] ZACC 51 appears to have put a new spin on things, and the Adjudicator may well hold in the future that the differentiation between spouses and permanent life partners is not justifiable. Funds will therefore need to consider their rules given the new approach accepted by the Constitutional Court. This article sets out the history of the Bwanya judgment and the potential effect it will have on spouses' pensions.

Background

Ms Bwanya lived in Cape Town and was a domestic worker employed to work in the Solomons' household. She probably didn't expect that one day whilst waiting for a taxi in Camps Bay to take her to the Cape Town train station to send goods to her family in Zimbabwe, that she would be "swept off her feet" by the late Mr Ruch who took her to the station in his car, waited for her to drive her back to Camps Bay, and took her on their first date to the Caprice restaurant later that day.

They spent progressively more time together in the months that followed, and she often slept over at his property in Camps Bay, in her own room at first, with their initial emotional bond developing into a close and affectionate relationship. Four months after they first met, Mr Ruch declared his love and asked Ms Bwanya to move in permanently with him at his Camps Bay property, a request to which she happily obliged. On days when the Camps Bay property was full of guests, they would sleep over at his flat in Seaways, Mouille Point. She nevertheless retained her room in the servant's quarters at the Solomons which was there for days on which she would work late or be required to look after the children.

Close friends of the late Mr Ruch gave evidence of the serious and affectionate relationship he had with Ms Bwanya stating that she accompanied him to various important social functions and that the couple often "hugged and kissed" each other and that Mr Ruch treated Ms Bwanya "like a princess". He referred to her brother as his brother-in-law, on whom he, on at least one occasion, spent a substantial amount of money buying groceries for. Mr Ruch planned to start a cleaning business for Ms Bwanya and in pursuit of same assisted her in obtaining a driver's licence and planned to purchase a vehicle for her use in the cleaning business.

Mr Ruch paid for all the expenses in their

relationship and did not expect any financial contribution from Ms Bwanya. He acknowledged her dire financial situation and her need to send money to her daughter living in Zimbabwe. Ms Bwanya provided him with love, care, emotional support and companionship. They planned to have a baby together and get married. To get married, Mr Ruch would have to travel to Zimbabwe, meet with Ms Bwanya's family and pay the requisite lobola. This he planned to do by selling his Seaways flat and using the money for lobola and to buy a Land Rover for the trip. Mr Ruch died on 23 April 2016 at the age of 57. He was never married. He did have a will, but the only heir appointed was his mother who died in 2013 intestate and the deceased was her only child.

High Court

The overwhelming conclusion was that Ms Bwanya and the late Mr Ruch were in a permanent life partnership and the Court had to decide what legal consequences flow from such a relationship. Ms Bwanya claimed a share of the deceased's late estate and/or maintenance from the estate in terms of the Intestate Succession Act, 1987 (IS Act) and Maintenance of Surviving Spouses Act, 1990 (MSS Act) respectively. Her claims were rejected by the executor on the basis that they were not recognised nor provided for under those Acts. Ms Bwanya then approached the High Court for orders declaring those Acts Constitutionally invalid in so far as it prohibited her claims. The Woman's Legal Centre joined the proceedings as the first amicus curiae and the Commission for Gender Equality as the second. The cited respondents decided to abide the decision of the Court.

The High Court declared that Ms Bwanya and the deceased were partners in a permanent opposite-sex life partnership, with the same or similar characteristics of a marriage, in which they had undertaken reciprocal duties of support. It declared certain provisions of the IS Act as unconstitutional and invalid and that the Act should be read as though the following words appear after the word spouse wherever it appears in section 1(1) of the Act – "or a partner in a permanent opposite-sex life partnership in which the partners had undertaken reciprocal duties of support".

The High Court application partially succeeded only in respect of the IS Act. In respect of the MSS Act, the Court decided that it was bound by the principle of stare decisis and, in this regard, referred to the 2004 Constitutional Court decision in Richard Gordon Volks NO v Ethel Robinson and Others 2004 (6) BCLR 671 (CC).

The Volks judgment held that that the different treatment of married and permanent life-partners was not unjustified for purposes of the MSS Act and that couples who choose to marry enter the agreement fully cognisant of the legal obligations which arise by operation of law upon the conclusion of the marriage, including obligations that extend beyond the termination of marriage and even after death. The Court in Volks said that to the extent that any obligations arise between co-habitants during the subsistence of their relationship, these arise by agreement and only to the extent of that agreement. It was held that the Constitution does not require the imposition of an obligation on the estate of a deceased person, in circumstances where the law attaches no such obligation during the deceased's lifetime, and there is no intention on the part of the deceased to undertake such an obligation.

Adjudicator's previous decisions based on Volks

In Maritz v ABSA Groep Pensioenfonds [2005] 5 PFLR 421 (PFA), the then Adjudicator relied on Volks and held that it was "a natural corollary" to Volks that a differentiation could be made between spouses and partners for maintenance claims and that it was justifiable to differentiate between spouses in a marriage and partners in a permanent life relationship for purposes of identifying recipients of spouses' pensions. In justifying the finding, the Adjudicator reasoned that the rules of a pension fund provide, through cross-subsidisation by other members of the fund, for the payment of a spouse's pension. Funding of such benefits is based on actuarial calculations which uses assumptions regarding the number of members likely to be married at the time of death in service. A finding that all such cohabitees in permanent life partnerships are eligible for spouses' pensions could have a devastating effect on the financial soundness of the fund and burden the administrative resources of a fund

Constitutional Court

Any declaration of invalidity by a lower Court must be sent to the Constitutional Court for verification. And so too, the Bwanya matter came before the Constitutional Court which held that the fact that she had been paid a settlement amount of R3 million did not render the matter moot. On 31 December 2021, the Constitutional Court handed down its judgment. The Court was not unanimous (there were two dissenting

judgments written by Mogoeng CJ and Jaftha J respectively), but the majority judgment penned by Madlanga J held that certain sections of both the MSS Act and IS Act were unconstitutional and invalid.

The majority held that the term "spouse" for the purposes of the MSS Act shall include a person in a permanent life partnership in which the partners undertook reciprocal duties of support. The term "marriage" for the purposes of the MSS Act shall include a permanent life partnership in which the partners undertook reciprocal duties of support.

The majority further held that the omission in section 1(1) of the IS Act after the word "spouse", wherever it appears in the section, of the words "or partner in a permanent life partnership in which the partners have undertaken reciprocal duties of support" was unconstitutional and invalid. Section 1(1) of the Intestate Succession Act is to be read as though the following words appear after the word "spouse", wherever it appears in the section: "or partner in a permanent life partnership in which the partners have undertaken reciprocal duties of support".

Insofar as the MSS Act and the Volks judgment was concerned, Madlanga J states that he is convinced that Volks had been wrongly decided. The doctrine of precedent stipulates that a Court may depart from its previous decision if that decision was clearly wrong. Volks was wrong but not "clearly" wrong however this did not mean that the Court had to make the same conclusion and it was possible to reach a different outcome. Evidence placed before this Court was not before the Court in Volks pertaining to whether permanent life partners choose to not get married and it is not always the case that this is a matter of choice. The Court held permanent life partnerships are deserving of Constitutional and legal protection and that the denial of the section 2(1) maintenance benefit to permanent life partners constituted unfair discrimination. At paragraph [57], the judgment says:

"The proscription in section 9(3) of the Constitution of unfair discrimination on the ground of marital status exists for a reason. And the Constitutional stipulation in section 9(5) that discrimination on this ground is presumptively unfair underscores that reason. We should be wary, therefore, not readily to accept as Constitutional the differential treatment of institutions that are akin to marriage. Being overly permissive on differential treatment that is based on grounds that are presumptively unfair may unduly water down the reach of this proscription. The proscription is not only about distinctions in types of marriages."

The Court also said that since Volks had been decided, there had been significant developments in the common law. In this regard, the Court referred to Paxiao v RAF 2012 (6) SA 377 (SCA) stating that with this development, it can no longer be fitting to distinguish the duty of support existing in the two categories of familial relationships (i.e., marriage relationship and permanent life partnership) purely on the basis that one arises by operation of law and the other arises from agreement.

The effect on spouses' pensions

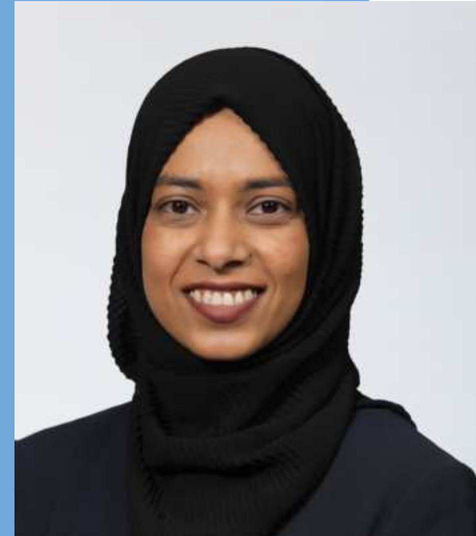
Since section 37C (1) of the Pension Funds Act, 1956 provides that spouses' pensions must be dealt with in accordance with the registered rules of the relevant fund, it will be necessary for funds to assess their rules and determine whether it accords with the Constitutional Court judgment in Bwanya. The FSCA too, must be mindful of the Bwanya judgment when registering rules pertaining to spouse's pensions and funds may well find themselves receiving rejections or queries relating to same if it does not accord with the Constitutional Court's judgment. It appears, as well, that it can no longer be held that a differentiation in the rules between spouses in a marriage and partners in a permanent life partnership is justifiable. As set out by the Adjudicator in Maritz (discussed above), these are issues which affect funding of benefits based on actuarial calculations and assumptions and funds would be well advised to draw this recent judgment to the attention of their actuaries.

Proper Record keeping:

Duty of the board or the Administrator?

By Nausheena Nackwa
Assistant Adjudicator

Generally, the board of management of a fund ("board") operates in an oversight role as opposed to an operational one, thus being removed from the day-to-day operations of the fund. A board may find that its duties extend only to the fund's strategic issues as the operational aspects are normally delegated through outsourcing. As much as the above may be commonplace in the industry, the duties bestowed upon a board and administrator appointed in terms of section 13B of the Pension Funds Act ("the Act") are provided for in the Act.



Section 7D(1) of the Act sets out the manner in which the board is to exercise its oversight role and places specific duties on the board. One such duty is to ensure that proper registers, books and records of the operations of the fund are kept, which includes proper minutes of all resolutions passed by the board. Regulation 31 of the Act also provides for certain specific registers that must be held by the fund, at its registered office, such as minutes of board meetings, particulars of the valuator (if applicable) and particulars of the auditor amongst other information. The regulation stipulates that a minute book must be kept recording all resolutions passed by trustees at meetings, the pages of which minute book shall be bound in such a way as to render the withdrawal or insertion of a page impossible and shall be numbered consecutively. Since boards of funds are increasingly embracing technology, innovative ways in which a minute book can be maintained electronically and in compliance with the regulation needs to be explored. The board must also ensure that proper control systems are employed in terms of section 7D of the Act.

One of the ways in which the board can keep proper records is through the appointment of an administrator that is licensed by the Financial Sector Conduct Authority ("FSCA") and such administrator must inter alia comply with the provisions of section 13B(5) of the Act, section 13B(7A)(b) of the Act as well as condition 10 of Board Notice 24 of 2002. In terms of section 13B(5)(c) of the Act, the administrator must keep proper records and section 13B(5)(e) states that the administrator must, within a reasonable time, provide the fund with information pertaining to that fund that it has in its possession or under its control as requested by the fund. In terms of section 13B(7A)(b) of the Act, the administrator may not destroy or dispose of any fund information without consent from the fund. Further, it must retain such information in an orderly manner.

It is important to note that the administration of the fund, when outsourced, is governed by service level agreements entered into by the fund and the administrator, holding the administrator contractually liable to the fund for all services agreed to between the parties. Further, as the administrator is a licenced entity, it is governed by and must abide by the provisions of the section in terms of which it is appointed as well as Board Notice 24 of 2002. In the event that it has breached statutory duties, it can be subject to regulatory action.

A board should be wary of an over-reliance on the administrator or any other service providers to the fund. Funds should regularly assess the record keeping capabilities of their appointed administrator to ensure that members' records are complete and up to date. A board should maintain an oversight function of the administrator and any other service provider to whom it has outsourced its functions. The administrator should also act in accordance with its record keeping duties failing which it could be subject to regulatory action and potentially have implications on its license issued in terms of section 13B of the Act. Thus, the board and administrator each have unique roles and functions insofar as they relate to record retention and both parties are responsible for record keeping albeit in different capacities.

In T Dlamini v Discovery Staff Pension Fund, Discovery Staff Provident Fund and Others (GP/00072296/2020), the funds could not provide the complainant with a breakdown of her contributions for a period prior to February 2010. The only explanation provided to the Adjudicator was that the amounts for this period were received from a previous administrator. The funds were reminded of their record-keeping duties in terms of section 7D(1)(a) which includes records pertaining to contributions and the allocation thereof. The Adjudicator further highlighted that the funds must be cognisant of their duties and responsibilities and cannot allow administrative issues to prejudice members. It was found that the funds' excuse that the member's records for the period prior to February 2010 were transferred from a

previous administrator and was not acceptable as the boards are ultimately responsible for ensuring that proper record keeping is maintained in terms of section 7D(1)(a) of the Act. The boards were found to be non-compliant with section 7D(1)(a) of the Act.

In CS Mabena v BMW Retirement Benefit Plan and Others (GP/00074766/2021), the fund's administrator changed on two occasions during the complainant's membership. The fund was initially administered by its current administrator, then by another, following which the administration was moved back. The administrator could not provide a proper breakdown of the complainant's contributions for the period prior to July 2011 which was in accordance with its record-keeping policy. The administrator stated that it does not retain records for longer than five years after termination of its services which is in line with its record-keeping policy. However, this was not accepted as the fund was required to retain complete records in terms of rules as well as section 7D(1)(a) of the Act. The fund accordingly was found to be non-compliant with the rule relating to record keeping and section 7D(1)(a) of the Act. It should also be noted that, in terms of section 13B (7), an administrator may not destroy or otherwise dispose of fund information without the consent of the fund. The Adjudicator ordered the fund to peruse its records and work with the employer in order to properly allocate contributions for the period prior to July 2011.

In IL Rose v Chemical Industries National Provident Fund and others (MP/00070706/2020), the fund provided the complainant with a copy of her contribution statement which reflected a lump sum amount representing contributions for the period 1994 to 2011 and monthly contributions for the period May 2011 to March 2020. In response to a query regarding the breakdown of contributions of the lump sum amount, the fund indicated that it migrated to a new system and no further explanation was provided to the Adjudicator in this regard. It was brought to the fund's attention that compliance with section 7D(1)(a) of the Act forms part of its duty and that the administrator is a separate legal entity whose conduct must be monitored by the board. The Adjudicator accordingly found the fund to be non-compliant with the section 7D(1)(a) of the Act and ordered it to peruse its records and properly allocate the contributions for the period prior to May 2011 to the complainant's record.

NOTES FROM A Case Officer

By Pamela Mpofu

I am a Case Officer at the OPFA, and my role involves engaging with complainants, funds and employers concerning complaints lodged. To contribute to the timeous and expeditious resolution of complaints, my responsibilities include serving parties to a complaint to give them an opportunity to file responses, draft settlement and out of jurisdiction letters.

I do not limit myself to just doing the above-mentioned responsibilities. Where an employer has multiple similar complaints against it, I engage the employer and encourage them to submit a bulk response instead of not submitting one at all due to possible administrative challenges they may experience in submitting multiple responses. I do the same in relation to a response from a fund if it concerns similar complaints. I sometimes assist complainants to obtain computation of their benefits from the fund as they require same to enforce a determination or obtain a writ of execution. Whenever you see the designation Case Officer or Senior Case Officer on a letter from our office, feel free to contact such persons for assistance with the progress of your complaint.

I feel very relieved and satisfied when a complaint is resolved through engagement without any delay. I believe in teamwork as we can only be stronger when we work together in the investigation and adjudication of complaints.

The
OPFA Process

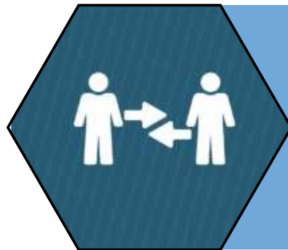
A potential complainant should first lodge their written complaint with the relevant fund for consideration by the board of the fund. The fund is required to respond to the complaint in writing within 30 days. If the complainant is satisfied with the fund's response, then the matter naturally comes to an end. If, however, the complainant is dissatisfied with the fund's response then he or she is entitled to lodge a complaint with the Adjudicator.

The main object of the Adjudicator is to dispose of complaints. The Adjudicator is empowered to investigate the complaint and may follow any procedure which she considers appropriate in conducting an investigation. After the Adjudicator has completed an investigation, she sends a statement containing her determination and the reasons therefor to all parties concerned as well as to the clerk or registrar of the court which would have had jurisdiction had the matter been heard by a court. This will enable a successful complainant to enforce an order made by the Adjudicator in the same manner as a court order because any determination of the Adjudicator is deemed to be a civil judgment.

HOW DOES IT WORK IN PRACTICE?

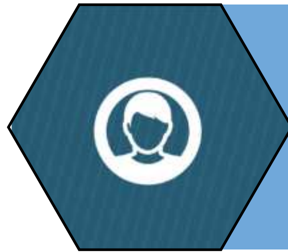
FIRST STEP: COMPLAINANT LODGES COMPLAINT WITH FUND/EMPLOYER

- Fund/employer has 30 days to reply or address the complaint
- If complainant is not satisfied with the reply, he/she lodges complaint with the OPFA



ADJUDICATOR RECEIVES COMPLAINT:

- New Complaints Units (NCU): Assesses if we have jurisdiction over the complaint and if all information necessary has been provided.
- Yes – Registers complaint
- No – Ask for further information



REFER TO FUND (RTF STAGE):

- If the complainant did not approach the fund/employer before lodging complaint, NCU will refer the complaint to the fund/employer for possible resolution.
- Employer/Fund given 30 days to resolve complaint.

EARLY RESOLUTION TEAM (ERT):

- Complaint resolved at RTF stage by fund/employer, Early Resolution Unit drafts a settlement letter and the matter is closed.
- Complaint not resolved- Allocate to case assessment team

CASE MANAGEMENT:

- Receives complaints from NCU/ERT
- Acknowledges complaint.
- Investigates and issues determination

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