



## THE FINANCIAL SERVICES TRIBUNAL

Case No. PFA33/2025

In the matter between:

**SEBATA PRISCILLA LORRAINE KOMAPE**

Applicant

and

**MASAKHANE PROVIDENT FUND**

First Respondent

**SIBANYE STILLWATER**

Second Respondent

**NMG BENEFITS**

Third Respondent

**SANLAM LIFE INSURANCE LIMITED**

Fourth Respondent

**PENSION FUND ADJUDICATOR**

Fifth Respondent

**TRIBUNAL PANEL:** PJ Veldhuizen and LTC Harms

Appearance for Applicant: n/a

Appearance for Respondent: n/a

Date of hearing: n/a

Date of Decision: 12 August 2025

*Summary: Reconsideration of a decision of the Pension Funds Adjudicator (30M) in terms of Section 230 of the Financial Sector Regulation Act 9 of 2017. Jurisdiction and Enforcement of Court Orders.*

---

## DECISION

---

### **A: INTRODUCTION**

1. The Applicant is Sebata Priscilla Lorraine Komape ("the Applicant").
2. The First Respondent is the Masakhane Provident Fund ("the Fund").
3. The Second Respondent is Sibanye Stillwater, the Employer.
4. The Third Respondent is NMG Benefits, the current Fund Administrator. ("NMG").
5. The Fourth Respondent is Sanlam Life Insurance Limited, the former Fund Administrator ("Sanlam").
6. The Fifth Respondent is the Pension Fund Adjudicator ("the Adjudicator").
7. This is an Application in terms of Section 230 of the Financial Sector Regulation Act 9 of 2017 against the decision taken by the Adjudicator, pursuant to a complaint laid in terms of Section 30M of the Pensions Fund Act 24 of 1956 ("the PFA").
8. Section 230 of the Financial Sector Regulation Act 9 of 2017 ("the FSR Act") provides the basis for the Applicant to lodge this Application for reconsideration and seek appropriate relief.

### **B: THE FACTS AND THE COMPLAINT**

9. The Applicant was married to Petrus Komape ("Komape") in community

of property. Komape was employed by Sibanye Stillwater and was, by virtue of his employment, a member of the Fund. Komape and the Applicant were divorced on 15 March 2022 in the Rustenberg Regional Court.

10. The Divorce Order incorporated a Settlement Agreement which provided that 50% of Komape's accrued pension fund interests as at the date of divorce would be apportioned to the Applicant.
11. Sanlam initially administered the Fund, and in May 2023, this administration was migrated to NMG. When Sanlam was notified of the divorce proceedings in 2024, it advised the Applicant's attorneys that the administration had been migrated to NMG.
12. The Applicant then approached NMG. The Applicant was advised that the Settlement Agreement was not compliant with Section 37D of the PFA, read with Section 7 of the Divorce Act 70 of 1979.
13. The Applicant successfully applied for a variation of the Court Order incorporating the Settlement Agreement.
14. On 28 May 2024, the Applicant, through her attorneys, submitted an application for payment of the pension interest to Sanlam, who, as foreshadowed above, advised that they no longer administered the Fund.
15. The Applicant finally submitted a claim form with supporting documentation to NMG on or about 25 July 2024. NMG advised the Applicant on 3 February 2025 that Kompane had received his withdrawal

benefits from the Fund on 6 August 2024, and no payment could be made to her. Aggrieved, the Applicant lodged a complaint with NMG, which was not resolved to her satisfaction, and she thereafter lodged a complaint with the Adjudicator.

16. The Adjudicator dismissed the complaint for want of jurisdiction on the basis that the Adjudicator holds no powers to enforce or vary a Court Order.

## C: THE LEGISLATION

17. The Adjudicator is a creature of statute and has no inherent jurisdiction. Put differently, the Adjudicator can only investigate complaints that satisfy the definition of a complaint as set out in the PFA.
18. Section 1 of the PFA defines a complaint as

**"complaint"** means a complaint of a complainant relating to the administration of a fund, the investment of its funds or the interpretation and application of its rules, and alleging—

- (a) that a decision of the fund or any person purportedly taken in terms of the rules was in excess of the powers of that fund or person, or an improper exercise of its powers;
- (b) that the complainant has sustained or may sustain prejudice in consequence of the maladministration of the fund by the fund or any person, whether by act or omission;
- (c) that a dispute of fact or law has arisen in relation to a fund between the fund or any person and the complainant; or
- (d) that an employer who participates in a fund has not fulfilled its duties in terms of the rules of the fund;

but shall not include a complaint which does not relate to a specific complainant;

[Definition of "complaint" inserted by s. 1 (a) of Act No. 22 of 1996.]

19. As has been held in several matters before this Tribunal, including but not limited to, Rakgoale v Pension Funds Adjudicator and Others (PFA59/2022) [2023] ZAFST 8 (31 January 2023), and Bhokani v Eskom Pension And Provident Fund and Another (PFA56/2022) [2023] ZAFST 3 (23 January 2023), the Adjudicator *"does not have the jurisdiction to reinvestigate court matters or to enforce court orders or to deal with the*

*consequences of a failure to comply with a court order."*

**E: DISCUSSION**

17. It is apparent from the complaint to the Adjudicator and this application that the Applicant was, in essence, requesting the Adjudicator and now this Tribunal, to enforce her Divorce Order.
18. Court orders are enforced by writs of execution or contempt of court proceedings, not by the Adjudicator. In the circumstances, the Adjudicator was correct in finding that the complaint was within the jurisdiction of the Adjudicator, and the Determination cannot be faulted.

**F: CONCLUSION**

19. In the circumstances, the application fails to meet the jurisdictional factors for the relief sought.

**ORDER**

- (a) The Application for Reconsideration is dismissed.

Signed on behalf of the Tribunal on 12 August 2025.

\_\_\_Sgd PJ Veldhuizen\_\_\_\_\_

**PJ VELDHUIZEN & LTC HARMS**