



THE FINANCIAL SERVICES TRIBUNAL

CASE NO. PFA86/2025

In a matter between:

DAYNA TENDAI CROW

APPLICANT

and

SASOL PENSION FUND

FIRST RESPONDENT

THE PENSION FUNDS ADJUDICATOR

SECOND RESPONDENT

Tribunal Panel: Judge LTC Harms (Chairperson) & Prof. M Sigwadi

Date of Decision: 22 April 2026

Summary: Application for reconsideration in terms of section 230 of the FSR Act of 2017 - reconsideration of the Pension Funds Adjudicator's determination – whether section 37C of the Pension Funds Act 24 of 1956 applies – distribution of death benefits - whether the Adjudicator erred in upholding

the fund's allocation excluding an adult dependant – interpretation of the fund's rules – no material misdirection or irregularity established – no legal basis to interfere with the determination of the Adjudicator– determination upheld - application dismissed.

DECISION

INTRODUCTION

1. The Applicant, Ms Crow, seeks reconsideration of a determination issued by the Second Respondent, the Pension Funds Adjudicator (“the Adjudicator”), on 28 October 2025 (“the Determination”).
2. The application is brought in terms of section 230 of the Financial Sector Regulation Act 9 of 2017 (“the FSR Act”) and the Determination was made under section 30M of the Pension Funds Act 24 of 1956 (“the Pension Funds Act”).
3. The Applicant challenges the Adjudicator’s dismissal of her complaint.
4. The parties waived their right to a full hearing of the application, and this is, accordingly, the decision of the Tribunal.

THE FACTUAL BACKGROUND

Parties

5. The Applicant is the surviving adult child of the deceased fund member (“the Deceased”). The Applicant’s father, the late Mr Macheyo was employed by Sasol Limited (Sasol) on 08 June 1992 and he retired on 31 May 2008, due to ill-health. The Deceased prior to his retirement, and by virtue of his employment, was a member of the First Respondent, Sasol Pension Fund (“the Fund”), and later became a pensioner of the Fund, where he received payment of a disability pension, until his passing away on 2 September 2019.
6. At the date of death, the Deceased was unmarried, and is survived by his two daughters from separate relationships, namely, the Applicant, who at the time when the Deceased passed away was 27 years old, and the Deceased’s minor daughter Jade, who was 14 years old.¹ The Applicant and Jade are sisters and were both the Deceased’s nominated beneficiaries as he (the Deceased) had no spouse.

Chronological Order of Events

7. After the passing on of the Deceased on 2 September 2019, the Fund paid a monthly pension to the minor child, Jade.
8. The Applicant states that her father, the Deceased, while still alive had informed

¹ The Applicant disputes that Jade was living at the same house as the Deceased at the time of his death.

her that in the event of his death, and provided that there is a balance of share benefit when Jade attains the age of majority, the Fund, would make payment of the lump sum benefits of the balance shareable by both the Applicant and Jade.

9. When Jade turned 18 years on 21 May 2023, the Applicant was of the view that any balance that remained in the Fund should be shared by both herself and Jade. She enquired from the Fund as to how it was going to distribute the balance of the benefit that remained in the Fund after Jade attains the age of majority.
10. During 25 May 2023, the Fund informed the Applicant that it had decided to pay the Deceased's death benefit to Jade alone.
11. The Applicant argued that as one of the two surviving dependants of the Deceased as well as being a nominated beneficiary, she is entitled to payment of a share of the death benefit.²
12. The Fund explained that the reasons why it paid the death benefit to Jade alone was on the basis that, Jade was the only "Qualifying Child", which is defined in its Rules as a child who at the time of the deceased's death is unmarried and financially dependent on the deceased pensioner and is under 18 years of age or under 21 years if disabled, or under 23 years if a full-time student.³ The Fund decided that the Applicant, who at the time when the Deceased passed away was 27 years old, does not qualify under the definition of a "Qualifying Child".

² See paragraph 30.4 below regarding Rule 5.7 of the Fund Rules.

³ See footnote 6 below regarding the definition of an "Eligible Child".

The Complaint

13. The Applicant objected to the Fund's decision to pay the pension benefit only to Jade and lodged a complaint with the Adjudicator. The complaint was, *inter alia*, based on the following grounds:

13.1. The Applicant (complainant before the Adjudicator) submitted that the Fund should have included her when distributing the death benefit as she is the Deceased's biological child and a dependant.

13.2. She requested the Adjudicator to investigate the matter and order the Fund to redistribute the death benefit.

The Fund's Response to the Complaint

14. In response to the complaint, the Fund referred the Adjudicator to its Rules to confirm that no amount is due and payable to the complainant. And that the Fund was correct in paying the full benefit to the minor dependant, Jade, in the manner it did.

The issues for Adjudicator's Determination

15. The issue for determination before the Adjudicator was whether the Fund paid the pension benefit to the Deceased's beneficiaries in accordance with its Rules.

The Adjudicator's Determination

16. Having considered the complaint together with the Fund's response and the supporting documents (i.e., Fund Rules), the Adjudicator held that the Fund in

paying the death benefit to Jade alone and by excluding the Applicant, acted in accordance with its Rules.

17. The Adjudicator referred to *Municipal Employees Pension Fund v Mongwaketse* and confirmed that the rules of a fund are its constitution, and that the doctrine of *ultra vires* applies. If the rules of a fund do not afford a fund the legal power or capacity to do something, then such purported act by the fund is *ultra vires* and accordingly null and void.
18. The Adjudicator referred to Rule 5.3 of the Fund that applies on the death of a pensioner in receipt of Disability Pension. It states that:

If a PENSIONER who is in receipt of a pension in accordance with Rule 6 of the Annexure dies during such period of disability and such death occurs prior to the NORMAL RETIREMENT DATE, then:

c If there is no QUALIFYING SPOUSE, but there are QUALIFYING CHILDREN, the lump sum payable in terms of (a) shall be used to augment pensions,⁴ but shall be placed in a trust to be paid out to the QUALIFYING CHILDREN when they attain majority or at such time as may be decided by the TRUSTEES.

19. The Adjudicator held that the Fund Rules provide that should a pensioner who has retired from service pass away and is survived by a spouse or eligible child then a lump sum equal to R 2 000 (two thousand Rand); and a pension, the amount of

⁴ Augment means to make something greater, larger, or more effective by adding to it. Jade was the only qualifying child receiving the pension until she reached the age of majority. The lump sum that became available after she reached majority was also paid to her in term the Rules.

which shall at any time be equal to the specified percentage of the pensioner's potential pension at that time, as set out in Rule 5.5(1),⁵ shall be paid in respect of such a person. The Fund submitted that the amount of R 2 000 was paid to the Applicant, and it relates to a funeral benefit, in accordance with Rule 5.5 (1)(a) of the Fund rules. It further indicated that the payment formed part of the total disbursement made to the estate of the late fund member, which also included the pension benefit due for September 2019.

20. The Adjudicator agreed with the submission of the Fund as stated in paragraph 12 above that Jade was the only individual who met the criteria of a "Qualifying Child" in accordance with the Fund Rules.⁶ Jade received a monthly pension until she reached the age of 18 years as per the Fund Rules.

⁵ Rule 5.5 Death of any other Pensioner:

On the death of a PENSIONER who retired in terms of the provisions of Rule 4.1 to 4.4, 6 or 7.3(d), his PENSION shall cease as provided for in Rule 9.1(3). The following benefits shall be payable:

- a. *A lump sum of R 2 000, or such other amount as decided by the TRUSTEES from time to time, subject to the maximum amount permitted in terms of income tax legislation.*
- b. *...*
- c. *A PENSION to the QUALIFYING CHILDREN of the PENSIONER, equal to a percentage of the PENSIONER'S PENSION as described in (b) above, in accordance with the provided table.*

If there is no QUALIFYING SPOUSE, the PENSION to the QUALIFYING CHILDREN shall be double to the PENSION that would have been payable if there had been a QUALIFYING SPOUSE.

⁶ An "Eligible Child" is defined in the Rules to mean "a child of a Member or Pensioner and shall include a posthumous child, an adopted child and a child born out of wedlock recognised by the Board provided the child is under the age of 21 (twenty-one) years and that such child was a child or unborn child of a member or Pensioner at the time of death of that Member or Pensioner".

21. The Adjudicator concluded that based on the evidence submitted there is no benefit payable to the Applicant as she does not qualify as an eligible child, and there is no further benefit payable to the beneficiaries in terms of the Fund Rules.
22. She held that section 37C of the Pension Funds Act was not applicable in this matter.
23. The Adjudicator found no evidence that the Fund had exercised its discretion irrationally, unfairly, or in breach of its duties.
24. She accordingly concluded that the Applicant had failed to establish any basis upon which the Fund's decision could be interfered with, and the complaint was dismissed.
25. The Adjudicator's order, which is the subject of this application, is the order that dismissed the complaint of the Applicant.

THE APPLICATION FOR RECONSIDERATION

26. The Applicant is aggrieved by the Determination of the Adjudicator when the latter ordered that the Fund was correct in distributing the death benefit without including her as a beneficiary. She filed an application for reconsideration of the Adjudicator's Determination with the Tribunal on 13 November 2025.

GROUND RELIED UPON FOR THE APPLICATION

27. The Applicant advances several grounds upon which she contends that the Adjudicator's Determination falls to be reconsidered. These grounds relate

primarily on her exclusion by the Fund when it paid the death benefit to Jade alone.

28. She contends that she is entitled to be paid a benefit in terms of the Rules, in particular Rule 5.7 of annexure D of the Rules.⁷ It is her submission that the payment of the Deceased's Group Life Cover benefit to which the Applicant was also a dependant, was paid in terms of section 37C of the Pension Funds Act to Jade alone.
29. She argues that the Adjudicator erred in dismissing her complaint based on the Rules of the Fund and by disregarding the provisions of section 37C of the Pension Funds Act.
30. She made the following submissions to support her application for reconsideration:
 - 30.1 She referred to Rule 9.1(3)(c) of the Fund Rules which states amongst others, that the first pension payment shall be due at the end of the month in which a pensioner dies, and the last payment shall be due at the end of the month preceding the month in which the qualifying child ceases to be a qualifying child.
 - 30.2 Jade ceased to be a Qualifying Child on 21 May 2023, when she attained the age of 18 years.
 - 30.3 Rule 5.5(d)(i) of annexure D of the Rules, provides that "*after the last payment of a pension to a pensioner, qualifying spouse and/or qualifying*

⁷ See paragraph 30.4 below regarding the provisions of this Rule 5.7.

child has been made, the trustees shall deduct from the sum of in the case of a pensioner referred to in Rule 5.3 or 5.4 who died on or after 1 July 2010, the amount referred to in Rule 5.3(a) or Rule 5.4(a), as applicable, the total amount paid to the pensioner and if applicable, his qualifying spouse and qualifying child in respect of the pension. Should there be any positive difference, such positive difference shall be paid in accordance with Rule 5.7.

- 30.4 Rule 5.7 of Annexure D to the Rules, provides that payment of a death benefit which is not expressed in Rule 5 to be paid to a particular person, shall be made in terms of section 37C of the Pension Funds Act.
- 30.5 The Applicant submits that payment of the Deceased's Group Life Cover Benefit (lump sum) is not expressed in terms of Rule 5 of annexure D of the Rules, to be paid to a particular person, therefore it must be paid in terms of section 37C of the Pension Funds Act.
- 30.6 She also referred to the Deceased's employee tax certificate that shows a lump sum in the balance of R722 722, for the period of February 2024. She argues that the allegation made by the Fund that the Deceased utilised all his full retirement benefit to purchase a monthly pension is bogus and cannot be supported in that it is contrary to what is contained in the Deceased's tax certificate.
- 30.7 She further submits that the Pension Funds Act stipulates that for one to qualify as a beneficiary of the deceased's death benefit, one must be a

dependant of the deceased.

- 30.8 She submits that, as the child of the Deceased, whom she relied on for maintenance, she is a “dependant” as defined in section 1 of the Pension Funds Act,⁸ and is therefore entitled to payment of a share of the death benefit.
- 30.9 She argues that the Adjudicator erred and misdirected herself by concluding that there is no benefit payable to her in terms of the Fund Rules.
- 30.10 She submits that the Adjudicator failed to consider the concession made by the Fund on 01 December 2022 about the existence of a Group Life Cover.⁹
- 30.11 The Adjudicator failed to appreciate that when the Fund paid the Group Life Benefit (lump sum) to Jade alone, it unlawfully excluded the Applicant, even though she is the beneficiary and dependant of the Deceased.
- 30.12 She submits that she is not asking the Fund to perform magic, but simply to act in accordance with its own Rules.
- 30.13 She prays for an order setting aside the decision of the Adjudicator and

⁸ The Pension Funds Act defines a “dependant” to mean “1. A person in respect of whom the member is legally liable for maintenance; 2. A person in respect of whom the member is not legally liable for maintenance, if such person was in the opinion of the board, upon the death of the member, in fact dependent on the member for maintenance; is the spouse of the member; is a child of the member, including a posthumous child, an adopted child and a child born out of wedlock”.

⁹ See paragraph 60 below regarding this alleged concession.

remit the matter to the Fund for further consideration.

- 30.14 It is on these grounds that the Applicant submits that the Adjudicator erred in concluding that the Fund acted lawfully, rationally, and in accordance with the Fund Rules and the Pension Funds Act.

THE FUND'S RESPONSE TO THE APPLICATION FOR RECONSIDERATION

31. The Fund opposes the application for reconsideration and makes various submissions that are mostly similar to the ones it submitted before the Adjudicator.

31.1 The application lacks merit and that the Adjudicator's Determination, which dismissed the Applicant's complaint against the Fund, is correct in fact and in law and ought to be upheld by this Tribunal.

31.2 The Applicant's grounds for reconsideration are based on a mischaracterisation of the facts, a selective interpretation of the law and the rules of the Fund.

32. At the time of his passing the Deceased had not yet reached his normal retirement age, therefore Rules 5.3 and 5.5 of Annexure D of the Fund Rules are applicable.

33. The Fund submits the Applicant did not meet the criteria as outlined in the definition of a "Qualifying Child" and this was communicated to her on 15 February 2024.¹⁰

34. The "Qualifying Child" (i.e., Jade) was subsequently paid a monthly pension from

¹⁰ The Applicant was informed that "As per rules of the Fund (a copy was previous shared with you), you are not the beneficiary of the Group Life cover benefit and orphan pension that is payable on this matter."

the date of the death of the Deceased and received the child pension until she attained the age of majority.

35. The Fund denies that the Applicant has made out a case for the reconsideration of the Adjudicator's determination.
36. The Fund reiterated that in determining the benefit payable to a "Qualifying Child", following the death of a pensioner who was in receipt of a disability pension, regard must be had to Rule 5.3 of annexure D.

36.1 *Rule 5.3 (f) of the Fund states that on the death of a pensioner in receipt of Disability Pension*

(f) If a PENSIONER, who is in receipt of a disability benefit in accordance with Rule 6 dies during the continuance of such disability, and such death occurs before his NORMAL RETIREMENT DATE, then:

(i) if he leaves a QUALIFYING SPOUSE and/or QUALIFYING CHILDREN, an amount equal to three times the PENSIONABLE EMOLUMENTS immediately prior to the commencement of the disability benefits shall be utilized to increase the pension benefits payable to his QUALIFYING SPOUSE and/or QUALIFYING CHILDREN.

(iii) if there is no QUALIFYING SPOUSE but there are QUALIFYING CHILDREN, the lump sum payable in terms of (i) above shall not be used to augment pensions, but shall be placed in a trust to be paid out to the QUALIFYING CHILDREN when they attain majority or at such time as the TRUSTEES may decide;"

- 36.2 The Fund submits that it is evident from the above that no lump sum is payable, but the benefit is instead placed in trust until the qualifying children attain the age of majority at which point in time it is paid to the qualifying children.
37. The Fund submits that the benefit which became payable to Jade as the only qualifying child, following the death of the Deceased, was paid in accordance with Rule 5.3 and Rule 5.5. When Jade turned 18 years old, her pension ceased. The Actuary calculated and summarised the applicable benefits to include a lump sum benefit of R 2 000 in terms of Rule 5.5(1)(a) plus a lump sum benefit to be placed in trust in terms of Rule 5.3 (c) which is an amount of R607 536 comprised of 3 times annual pensionable emolument of the funder member at the time of his passing on.
38. The Fund submits that evident from Rule 5.3 is that where there is a qualifying child the benefit will be retained in trust and paid to the qualifying child when he/she reaches age of majority. The payment to the qualifying child included the benefit, as calculated, and provided for in Rule 5.5(i), and which has, together with the benefit provided for in Rule 5.3, been paid to the qualifying child. No further benefits are due and payable in terms of the Fund Rules.
39. The Fund submits that no lump sum benefit was payable pursuant to the death of the Deceased. What was paid into "trust", in terms of Rule 5.3(c) and (f), has subsequently been paid to the eligible child on the date that she attained age of majority as provided for in the Fund Rules.

40. The Fund admits that the group life benefit was not paid during December 2022 but has subsequently been paid to the qualifying child in terms of the Rules of the Fund when she turned 18 years. It denies that any benefit had become available which needed to be distributed in terms of section 37C either following the death of the Deceased or pursuant to the qualifying child reaching the age of majority.
41. It referred to Rule 5.5(d) of annexure D¹¹ which, amongst others, states that if after all deductions are made in terms of the Fund Rules and there is a positive balance, such positive balance should be paid in accordance with Rule 5.7.
42. The Fund states that at the time of making its calculation there was no further benefit payable in terms of this sub-rule and all the benefits held in terms of sub-rule had become due and were paid to the qualifying child as stated above. It submits that Rule 5.7 for the reasons stated above is not applicable. This is so because the benefit payable to the equitable child resulted in there being no lump sum available for distribution in terms of section 37C of the Pension Funds Act.
43. Accordingly, Jade was paid a pension in terms of the Rules and on attaining the age of majority the qualifying child received the benefit as provided for in Rule 5.3 (c) and (f)(ii), which was reserved until date of her reaching age majority.
44. The Fund submits that it is irrelevant whether the Applicant was employed or not employed. With no lump sum benefit payable, the Fund was not required to consider the Applicant's "dependency". Jade became entitled to a qualifying child's

¹¹ The provisions of Rule 5.5(d)(i) of annexure D are discussed in paragraph 29.3 above.

pension which resulted in there being no lump sum amount payable to any other dependents or beneficiaries of the Deceased.

45. The Fund submits that the Adjudicator came to the correct conclusion having considered the Rules of the Fund.
46. The Fund states that the "Group Life Cover" is a reference to the benefit which was retained in reserve until the qualifying child reached the age of majority which then became due and payable to her.
47. It submits that the Applicant agrees that the rules do not make provision for the benefit she is seeking to be paid therefore, on her own version, it is not a benefit provided by the Fund. Only benefits payable in terms of the rules can be distributed and then only in the manner provided for in the rules. According to the Fund, the Applicant's acknowledgment that it is not a benefit provided for in the rules is thus dispositive of her application.
48. The Fund submits that the relevance of the Deceased's tax certificate is unknown. At best it indicates the amount taxable in the hands of the Deceased at a specific point in time. What it does not do is provide for a benefit different to that which is provided for in the rules of the Fund.
49. The Fund submits that no lump sum benefit became due and payable, the contents of section 37C are irrelevant in this case. Section 37C expressly excludes the application of section 37C to the payment of pension which payable in terms of the rules of the Fund which is exactly the benefit which was paid in this instance.

50. The Fund concludes that the Applicant did not become entitled to any benefit in terms of the Fund Rules as no lump sum benefit had to be distributed pursuant to the death of the Deceased. The Applicant did not qualify as a qualifying child at the time of the death of the Deceased however her minor sister, Jade, did which resulted in the benefit, as provided for in the Rules, being paid to her.
51. The Fund further concludes that what the Applicant is asking the Fund to do is to make payment of a benefit which is not provided for in the Rules. It is trite that acting contrary to the rules of the fund is unlawful.

THE APPLICANT'S AUGMENT

52. The Applicant augmented her application for reconsideration to outline alleged contradictions made by the Fund, its responses regarding to the payment of Group Life Benefit, to which according to her, the Adjudicator misdirected itself.

ISSUES BEFORE THIS TRIBUNAL

53. The issues for determination before this Tribunal are the following:
- 53.1 Whether the Adjudicator was correct or not in dismissing the complaint of the Applicant.
- 53.2 Whether there is any other benefit available in terms of the Rules that is payable to other beneficiaries besides the minor child, Jade.
- 53.3 Whether section 37C is applicable in the circumstances.
54. It is crucial for the Tribunal to determine the nature of the benefit that became due

and payable after the death of the Fund member. This question is important because of the following reasons:

- If the payments can be categorised as a lump sum death benefit. This would mean that section 37C of the Pension Funds Act is applicable and that benefit should be distributed according to the provisions of the section.¹²
- If the benefit is categorised as a group life payment, unapproved benefit. This would mean that section 37C of the Pension Funds Act is not applicable and that amount should be allocated to beneficiaries as per the nomination form. The Tribunal notes that neither party argues that that the benefit that became due and payable after the death of the Fund member is an unapproved benefit, hence it is not necessary to discuss this category any further in this matter.
- If the benefit is categorised as a spousal pension or/and child pension, that amount is payable to the spouse or child in terms of the rules of the Fund and section 37C does not apply.¹³

55. It is apparent from the Tribunal record and Heads of Arguments that the parties do not dispute the payment made to the minor child of the Deceased, Jade, from the time of his death until her reaching the age of majority at the age of 18 years on 21 May 2023. The Tribunal also notes that the Applicant does not dispute that Jade is a “Qualified Child” and a dependant of the Deceased.

56. The dispute between the parties’ centres on what should happen to the balance of

¹² See paragraph 62 above stating the provisions of section 37C of the Pension Funds Act.

¹³ See again paragraph 62 above stating the provisions of section 37C of the Pension Funds Act.

the benefit that remains in the Fund after the minor child, Jade, reaches the age of 18 years.

57. The Applicant argues that this benefit (that was left in the Fund after Jade attained the age of majority) is a Group Life Cover (lump sum) and should be paid in accordance with the provisions of section 37C of the Pension Funds Act as provided in Rule 5.7 of the Fund Rules, and the Fund should consider her (the Applicant) as one of the two dependants of the Deceased, even though she is a major child.
58. The Fund submits that the benefit that remained in the Fund after Jade reached the age of 18 years is a “child’s pension” which is only payable to “Qualifying Children” as defined in its Rules. It argues that section 37C of the Pension Funds Act does not apply in this instance as there is no lump sum available to be paid to the dependants. The Adjudicator agrees with the submissions of the Fund in both her Determination of 28 October 2025 and in her further reasons submitted in term of Rule 13 of the Financial Services Tribunal (“Tribunal”) Rules for the purposes of this application for reconsideration.¹⁴
59. The Adjudicator states that the benefit due following the death of the member was

¹⁴ Section 37C (1) of the Act states the following:

“37C. Disposition of pension benefits upon death of member

- (1) Notwithstanding anything to the contrary contained in any law or in the rules of a registered fund, any benefit (other than a benefit payable as a pension to the spouse or child of the member in terms of the rules of a registered fund, which must be dealt with in terms of such rules) payable by such a fund upon the death of a member, shall, subject to a pledge in accordance with section (19)(5)(b)(1) and subject to the provisions of section 37A(3) and 37D,

a child's pension, which the Pension Funds Act requires to be dealt with in accordance with the rules of the registered fund. Section 37C is therefore not applicable to a child's pension, as it has been specifically excluded by the Pension Funds Act. The Fund Rules determine who qualifies as a "Qualifying Child", and the Applicant did not meet the criteria. Consequently, in terms of the Fund Rules, the Applicant was not allocated the benefit.

60. The Applicant argues that her submissions as stated in paragraph 57 above is in accordance with Rule 5.7 that provides that payment of a death benefit which is not expressed in Rule 5 to be paid to a particular person, shall be made in terms of section 37C of the Pension Funds Act. To substantiate her submissions, the Applicant refers to the communication from the Fund on 01 December 2022 when it indicated that it was in the process of compiling information required for the Group Life Benefit calculations to be allocated to the Deceased's dependents in terms of section 37C of the Pension Funds Act. The Applicant also refers to the communication by the Fund Actuary indicating that payment of the balance of the share benefit should be done in terms of Rule 5.5 (d) of annexure D of the Rules.¹⁵
61. The Fund argues that it has made all the payments to Jade in terms of the Fund Rules. It reiterated that the Fund Rules are very clear in terms of who is considered

not form part of the assets in the estate of such a member, but shall be dealt with in the following manner ..." (own emphasis).

¹⁵ During 21 January 2023, the Fund's actuary made a determination on the balance of the share benefit and "*stated that once the disability pension has ceased, the total amount which has been paid to the deceased and his beneficiaries will be calculated and the difference will be paid to the deceased's beneficiaries in terms of Rule 5.5 (d) of annexure D, of the Fund Rules*".

a “Qualifying Dependant” which includes a minor person and that the Applicant as a major child of 27 years old does not fall under the category of a “Qualifying Child”.

62. The Fund submits that the provisions of Rule 5.7 only come into play provided that there is a benefit left in the account, and that is not the case in this matter.

63. According to the Applicant, the Fund was not consistent regarding the information it provided to her as to the nature of the benefit that was left in the Fund after Jade, reached the age of 18 years.

- First it mentioned that the benefit was a Group Life Benefit to be distributed in terms of section 37C of the Pension Funds Act.¹⁶
- Second, the Fund classified a Group Life Assurance Benefit as a risk benefit which it does not administer and not to be in possession of information pertaining to such benefit. The Fund further stated that it cannot provide necessary details regarding the allocation of Group Life Benefit.
- Third, the Fund before this Tribunal submits that Group Life Assurance Benefit refers to the benefit which was retained in reserve until the qualifying child reached the age of majority which then became due and payable to her.

The Tribunal takes note of these inconsistent explanations by the Fund and agrees that they are a source of dissatisfaction to the Applicant in this matter.

64. Pension benefits are to be paid only in terms of the fund rules and in compliance with the relevant legislative provisions, in this case that of the Pension Funds Act.

¹⁶ See paragraph 60 above in this regard.

The inconsistent explanations of the benefit as provided by the Fund does not entitle the Applicant to receive a benefit that she does not qualify for in terms of its Rules.

65. The Tribunal agrees with the submissions of the Fund and the Determination of the Adjudicator that no further benefits are payable to any other beneficiary than Jade, and that the benefits were paid correctly to Jade as per the Fund Rules. Section 37C of the Pension Funds Act is not applicable in this matter as the payment was for a child pension as correctly articulated by the Adjudicator in her further reasons.

TRIBUNAL'S ANALYSIS AND FINDINGS

66. The Tribunal has considered the full record of proceedings, the Adjudicator's Determination, and the parties' submissions. As pointed out in the preceding paragraphs, the central issue for determination is whether there is any lawful basis to interfere with the Adjudicator's finding that the Fund paid the benefits correctly to the minor child, Jade.
67. Rules 5.3 and 5.5 are clear that after the death of pensioner who was in receipt of a disability pension, the pension of the deceased fund member ceases, and then a monthly pension become due and payable to "Qualified Children" until the qualifying children attain the age of majority. The Applicant does not comply with the criteria of a "Qualified Child".
68. It is evident from the Rule 5.3 (f) (iii) of the Fund Rules that the lump sum payable in terms of (i) shall be placed in a trust to be paid to the "Qualifying Children" when

they attain the age of majority or at such time as the trustees may decide. As stated in the preceding paragraph, the Applicant does not fall under the definition of a “Qualified Child”.¹⁷

69. The Applicant’s potential success on this application for reconsideration lies on the applicability of Rule 5.7 and the provisions of section 37C of the Pension Funds Act. In her grounds of the application for reconsideration as well as the augmented Heads of Arguments, the Applicant provides no plausible submissions to counter the arguments of the Fund in so far as the provisions of Rules 5.3 and 5.5 of the Fund Rules are concerned. See paragraph 30.2 above where the Fund argues that the Applicant is selective in her interpretation of the law and the Rules of the Fund.
70. The analysis of the facts and the arguments of the parties turns on the proper interpretation of the Fund Rules and the applicability of section 37C of the Pension Funds Act. The provisions of section 37C are already discussed in this Ruling, and there is no need to restate them here, except to reiterate that section 37C is not applicable in this matter because of reasons that are already alluded to in the preceding paragraphs.
71. The Tribunal concludes that the order made by the Adjudicator is consistent with the Rules of the Fund and the Pension Funds Act. The interpretation of the Rules preferred by the Applicant requires the Fund to act outside its Rules. The Applicant has not established any basis upon which the Adjudicator’s determination may be set aside or remitted for consideration.

¹⁷ See paragraph 36.1 above for the discussion of Rule 5.3.

72. In the circumstances, the application for reconsideration must not succeed.

ORDER

73. The following order is made:

73.1 The application for reconsideration in terms of section 230 of the FSR Act is dismissed.

73.2 The determination of the Adjudicator dated 28 October 2025 is confirmed.

Signed on behalf of the Tribunal panel

Sgd Prof. M Sigwadi

PROF. M SIGWADI
22 April 2026