

# HONG KONG BAPTIST UNIVERSITY 1998 SUPERANNUATION FUND

# **MEMBER'S HANDBOOK**

**Effective from 16 March 2022** 

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#### **FOREWORD**

This handbook is a simple guide to the rules of the Hong Kong Bapitst University 1998 Superannuation Fund ("the Scheme").

Although every effort has been made to ensure the accuracy of this handbook, if there is discrepancy between the content of this handbook and the Trust Deed dated 3 March 1998, the Deed of Variation dated 28 April 2000; the Deed of Variation No. 2 dated 3 October 2000; the Deed of Variation dated 16 November 2011 and executed on 29 September 2011; the Deed of Variation dated 4 October 2012; and the Deed of Variation dated 17 March 2015 of the Scheme, the provisions in the Trust Deed and the Deeds of Variation of the Scheme shall prevail.

A copy of the Deed of Variation and the Rules of the Scheme is available for inspection at the Human Resources Office or the Finance Office during office hours or at the web site

https://fohome.hkbu.edu.hk/internal/supn.htm

Finance Office 16 March 2022

#### **SECTION 1: TERMINOLOGIES**

Below is a glossary of some common terms, Members should know in order to understand how the Scheme works.

#### 1. Administrator

The Administrator of the Scheme from time to time.

# 2. Appropriate Valuation Date

The date at which the Employer Account and Member Account are valued for the purpose of determining benefit payments from the Scheme. This will normally be the valuation date coincident with or next following cessation of employment.

# 3. Employer Account

An account that contains the accumulated University Contribution for a Member adjusted in accordance with the Rules of the Scheme.

# 4. Employer Account Balance

The value of the investment holding in the Employer Account of a Member as determined by the Trustee.

# 5. Employer's Minimum Contribution

The value of the MPF Minimum Contributions paid to the Scheme by the University in respect of a Member (as if the University was obliged to make such contribution to an MPF Scheme).

# 6. Final Salary

The full Salary of a Member immediately prior to retirement, termination of service or death.

#### 7. Former Scheme

The Hong Kong Baptist University Superannuation Fund as constituted by a deed of trust dated 1 May 1988, deeds of variation dated 18 October 1994 and 1 March 1998.

#### 8. Inactive Member

A Member who was a member of the Former Scheme immediately prior to 3 March 1998 and who has elected not to contribute to the Scheme.

#### 9. Member

A person who has joined the Scheme and who has not ceased to be a Member of the Scheme.

#### 10. Member Account

An account that contains the accumulated Member Contribution.

#### 11. Member Account Balance

The value of the investment holding in the Member Account of a Member as determined by the Trustee.

#### 12. Member Contribution

The amount deducted from the Member's salary and paid into the Scheme by a Member. It also includes any voluntary contribution paid into the Scheme by a Member as agreed by the University.

#### 13. Minimum MPF Benefits

The Minimum MPF Benefits refers to that part of the accumulated Members' benefits which is equal to the "Minimum MPF Benefits" as defined in the MPF Legislation.

#### 14. MPF Commencement Date Full Member

A Member who joined the Scheme on 1 December 2000 and in respect of whom both the University and the Member make contributions to the Scheme.

#### 15. MPF Commencement Date Limited Member

A Member who joined the Scheme on 1 December 2000 and in respect of whom only the University makes contributions to the Scheme.

# 16. MPF Legislation

The Mandatory Provident Fund Schemes Ordinance (Cap. 485 of the Laws of Hong Kong) including the prevailing rules, subsidiary legislation, any statutory modification and re-enactment of the Ordinance.

#### 17. New Former Scheme Member

A Member who was a member of the Former Scheme on or after 1 May 1988 and was still a member of the Former Scheme immediately prior to 3 March 1998.

# 18. Normal Retirement Age

The age of the Member at the 30th of June coincidental with or immediately following the Member's sixtieth birthday.

#### 19. Old Former Scheme Member

A Member who was a member of the Former Scheme before 1 May 1988 and was still a member of the Former Scheme immediately prior to 3 March 1998.

#### 20. Post-MPF Full Member

A Member who joined the Scheme after 1 December 2000 and in respect of whom both the University and the Member make contributions to the Scheme.

#### 21. Post-MPF Limited Member

A Member who joined the Scheme after 1 December 2000 and in respect of whom only the University makes contributions to the Scheme.

#### 22. Pre-MPF Limited Member

An Inactive Member who has irrevocably elected to become a Pre-MPF Limited Member on or before 1 December 2000 and may elect to become a Pre-MPF Scheme Member. If any Pre-MPF Limited Member wishes to make such election he or she should contact the Human Resources Office.

#### 23. Pre-MPF Scheme Member

A Member who joined the Scheme on or after 3 March 1998 but before 1 December 2000.

# 24. Recognition Status

A status attached to the Scheme (or any other recognised occupational retirement scheme within the meaning of the Inland Revenue Ordinance Cap. 112 of the Laws of Hong Kong).

#### 25. Reserve Account

Reserve Account is used to record the assets of the Scheme not otherwise credited to a Member Account or Employer Account.

# 26. Salary

The basic monthly salary or monthly wages paid to the Member by the University excluding any bonuses, overtime, consulting fees and any kind of allowances or special emoluments. The decision of the University shall be final in determining which payments fall within the definitions of salary or wages.

#### 27. Scheme

The Hong Kong Baptist University 1998 Superannuation Fund as constituted by a deed of trust dated 3 March 1998 (including any subsequent amendments made from time to time).

# 28. Superannuable Service

Completed years and completed months (each completed month being counted as one-twelfth of a year) of employment with the University while a Member of the Scheme or the Former Scheme will be qualified as Superannuable Service subject to the following clauses:

Superannuable Service shall not include any period during which the Member is an Inactive Member, a Pre-MPF Limited Member, a MPF Commencement Date Limited Member or a Post-MPF Limited Member.

If a Member is granted leave of absence, the Superannuable Service will be discounted proportionally when the Member Contribution and the University Contribution are reduced. The Member can make additional voluntary contributions to make up the difference so that the period of leave will be fully recognised as Superannuable Service.

# 29. Supervisory Board

The Superannuation Fund Supervisory Board created and appointed by the University.

#### 30. Terms A Staff

Any person appointed by the University on Terms of Service A. The decision of the University shall be final in determining whether or not a person falls within the definition of Terms A Staff.

#### 31. Terms B Staff

Any person appointed by the University on Terms of Service B. The decision of the University shall be final in determining whether or not a person falls within the definition of Terms B Staff.

#### 32. Terms C Staff

Any person appointed by the University on Terms of Service C. The decision of the University shall be final in determining whether or not a person falls within the definition of Terms C Staff.

# 33. Total Permanent Disability

Physical or mental ill-health or incapacity which, in the opinion of the University, having taken medical advice in a manner in accordance with the Member's conditions of service, renders the Member permanently unfit to continue in the same or similar capacity which he was previously employed.

#### 34. Trust Deed

The deed of trust dated 3 March 1998 and any subsequent amendments which constitute the Hong Kong Baptist University 1998 Superannuation Fund.

#### 35. Trustee

The Trustee of the Scheme from time to time.

# 36. University

Hong Kong Baptist University established pursuant to the Hong Kong Baptist University Ordinance (Cap.1126).

# **37.** University Contribution

The sum paid by the University to the Scheme in accordance with the Trust Deed.

# 38. University Council

The Council established under Section 14 of the Hong Kong Baptist University Ordinance (Cap. 1126 of the Laws of Hong Kong).

### **SECTION 2: HOW THE SCHEME WORKS**

The Scheme is established as an independent trust under the Trust Deed. With effect from 1 July 2015, the University has appointed Bank Consortium Trust Company Limited ("BCT") to be the Trustee of the Scheme. At the same time, the University has established the Supervisory Board which has been delegated the authority by the University Council to appoint and terminate the service of the corporate trustee and to estalish service standards for monitoring and evaluating the service providers of the Scheme.

The Trustee functions independently of the University. The Trustee is responsible for administration of the Scheme in accordance with the provisions of the Trust Deed and will hold the assets of the Scheme separately from the University.

# 2.1 Membership

With effect from 1 December 2000, the Scheme has the following types of Membership:

	Date of Joining the Former Scheme/the Scheme	Membership Type
1.	Before 1 May 1988	Old Former Scheme Member
2.	On or after 1 May 1988 but before 3 March 1998	New Former Scheme Member
3.	On or after 3 March 1998 but before 1 Dec 2000	Pre-MPF Scheme Member or Pre-MPF Limited Member
4.	On 1 Dec 2000	MPF Commencement Date Full or Limited Member
5.	After 1 Dec 2000	Post-MPF Full Member or Post-MPF Limited Member

Membership types 1 to 4 will no longer admit new member. All new employees are eligible for type 5 only.

A new employee will be eligible to join the Scheme if he/she is invited to participate in the Scheme by the University.

However, the University has the absolute power to determine whether or not a person is eligible to join the Scheme.

An eligible employee of the University shall become a Member of the Scheme upon completing and submitting a registration form to the Finance Office within 30 days from the date of receiving an offer of membership issued by the University.

#### 2.2 Member Contribution

All Members with the exception of:

- (a) Pre-MPF Limited Member;
- (b) Post-MPF Limited Member;
- (c) MPF Commencement Date Limited Member; and
- (d) Terms C Staff irrespective of membership type

are required to contribute 5% of their Salary to the Scheme each month. This Member Contribution will be deducted from the Members' Salary, paid into the Scheme, and credited to the Member Account of respective Member.

# 2.3 Employee Voluntary Contribution

All Members have an option to enhance their retirement position by making Employee Voluntary Contributions on top of their existing mandatory contributions. The key features of the Employee Voluntary Contributions Plan (EVC Plan) are summarised below:

Key features of EVC Plan		
a. Commencement date	1 January 2022	
b. Choice of voluntary contribution percentage on Member's monthly basic salary	5%, 10% or 15% (on top of 5% mandatory contribution)	
c. Contribution method	Deduction from monthly basic salary	
d. Effective dates of joining / terminating / changing contribution percentage of EVC Plan	Two times each year on 1 January or 1 July	
e. Withdrawal of accrued benefits	ONLY upon exit of Member from the Scheme	
f. Investment of voluntary contribution	According to the investment mandate of Member	
g. Eligibility of salary tax deduction	Voluntary contribution is <b>NOT</b> eligible for salary tax deduction	

# 2.4 University Contribution

The University shall contribute to the Scheme for various types of Members at the following rates:

Membership Type	Contribution Rate (as a percentage of Salary)
Old Former Scheme Member  New Former Scheme Member  Pre-MPF Scheme Member	<ul> <li>15% for Terms A &amp; B Staff</li> <li>8.5% for Terms C Staff</li> <li>or such percentage as agreed between the University and the Member</li> </ul>
Post-MPF Full Member  MPF Commencement Date Full Member	<ul> <li>8.5% to 15% for Terms A &amp; B Staff</li> <li>8.5% for Terms C Staff</li> <li>or such percentrage as agreed between the University and the Member</li> </ul>
Pre-MPF Limited Member  Post-MPF Limited Member  MPF Commencement Date Limited Member	Minimum rate required to be contributed to a MPF Scheme by the MPF Legislation (currently 5% of relevant income but capped at \$1,500 per month)

The University Contribution will be paid into the Scheme and credited to the Employer Account of the respective Member at the same time when Member Contribution is paid.

#### 2.5 Investment of Scheme Assets

The monies from Member Contribution and University Contribution are kept by the Trustee on trust for Members and the Trustee has appointed professional investment managers to manage them.

#### 2.6 Choice of Investment

The University has established a number of investment funds in which a Member may choose where his/her Member Contribution and University Contribution are invested. The investment choices available to Members and the broad policies regarding change of investment choices will be reviewed by the Supervisory Board from time to time. The number of funds offered and the rules governing the choice of investments are described in Section 4 of this Handbook and/or separate circulars which

will be issued to Members from time to time.

#### 2.7 Benefits Provided

- 2.7.1 The benefits provided by the Scheme are:
  - Retirement Benefit;
  - Termination of Employment Benefit; and
  - Death and Total Permanent Disability Benefit.
- 2.7.2 Any claims for Total Permanent Disability Benefit have to be directed to the Human Resources Office who will assess, in the opinion of the University, the case in accordance with the prevailing policy of the University.

# 2.8 Payment of Benefits

- 2.8.1 All Members with the exception of Post-MPF Full Members and Post-MPF Limited Members (and, in certain circumstances, MPF Commencement Date Full/Limited Members), will have their benefits paid in a lump sum at their departure from the Scheme.

  Instead of receiving the benefit in one lump sum, a Member may choose to roll over his/her investment choices to his/her personal account(s) opened with investment managers respectively.
- 2.8.2 For Post-MPF Full Members and Post-MPF Limited Members at their departure, the University will transfer their Minimum MPF Benefits to their designated MPF schemes and pay the balance of their benefit entitlement, if any, to them in a lump sum. Their Minimum MPF Benefits shall become payable in accordance with prevailing MPF Legislation. The current provision is that the Member has to:
  - (a) reach the age of 65; or
  - (b) reach the age of 60 and retire; or
  - (c) leave Hong Kong permanently; or
  - (d) die or become totally and permanently disabled

to become qualified to receive the Minimum MPF Benefits.

For payment of benefits in excess of the Minimum MPF Benefits, Members may elect to have part of the benefit paid in cash and the remainder of the benefit to be rolled-over to a personal account with investment manager(s), except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.

2.8.3 For MPF Commencement Date Full/Limited Members, they can elect to receive all of their accrued benefit on leaving or they can have that part of their benefit equal to their Minimum MPF Benefits transferred to a MPF scheme as voluntary contribution or they can rollover all or part of their benefit (including the Minimum MPF Benefits) to a personal investment account with an existing investment manager. Please note that rollover option is not applicable to the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.

# 2.9 Currency of Benefits

All benefits payable under the Scheme shall be paid in the lawful currency of Hong Kong.

#### 2.10 Valuation of Accounts

For the purposes of determining a Member's benefit, Member Accounts and Employer Accounts shall be valued as at the Appropriate Valuation Date.

# 2.11 Automatic Exchange of Financial Account Information (AEOI)

With the enactment of the legislative amendments to the Inland Revenue Ordinance (IRD), Occupational Retirement Schemes Ordinance (ORSO) schemes is required to comply with Common Reporting Standards (CRS) for AEOI effective 1 January 2020 (Effective Date).

The objective of implementing AEOI in Hong Kong is to allow Hong Kong to comply with the CRS developed by the Organisation for Economic Co-operation and Development.

After the Effective Date, the Scheme has become a Reporting Financial Institution and is required to apply certain CRS due diligence procedures to determine the tax residency of ORSO account holders, including the Members and therefore the Scheme may require the relevant Member to provide a self-certification to certify his/her tax residency. If a Member is a Hong Kong permanent resident and solely has tax liability in Hong Kong, NO self-certification NOR reporting to IRD is required. In case of any

change in tax residency, Members have to report to the Trustee about the update by filling a CRS Self-Certification form within 30 days of such change.

The fund administrator, BCT, is responsible for the annual reporting and regular updates of the tax residency status of Members. The University Administration is responsible for collecting the Self-Certification form from new Members and existing Members who change their tax residency status. A due diligue has commenced in January 2020 to collect the tax residency status of all Members as of 31 December 2019.

#### **SECTION 3: BENEFITS**

The various benefits a Member will receive from the Scheme are described below.

#### 3.1 Old Former Scheme Members

#### 3.1.1 On Retirement

Normally, a Member will retire at Normal Retirement Age. With the University's approval, a Member may continue his/her membership in the Scheme beyond Normal Retirement Age.

Similarly, with the University's approval, a Member may retire within five years before his/her Normal Retirement Age.

The benefit shall be paid in a lump sum determined as follows:

Member Account Balance + Employer Account Balance.

Instead of receiving the benefit in one lump sum, a Member may choose to roll over his/her investment choices to his/her personal account(s) opened with investment managers respectively.

# 3.1.2 On Termination of Employment

If a Member leaves the University before retirement other than death or Total Permanent Disability, he/she will receive a lump sum determined as follows:

Member Account Balance +

Employer Account Balance x Vesting Percentage;

where Vesting Percentage varies with his/her Superannuable Service as follows:

At or after age 45 and on grounds of ill-health		
Completed Years of		
Superannuable Service	Vesting Percentage	
less than 10	80%	
10 or above	100%	

Any other termination of employment			
Completed Years of Vesting Percentage			
Superannuable Service	Terms A Staff	Terms B Staff	
less than 2	0%	0%	
2 to less than 4	80%	0%	
4 to less than 10	80%	80%	
10 or more	100%	100%	

Instead of receiving the benefit in one lump sum, a Member may choose to roll over his/her investment choices to his/her personal account(s) opened with investment managers respectively.

# 3.1.3 On Total Permanent Disability

If a Member leaves the University because of Total Permanent Disability, he/she will be paid a lump sum equal to the greater of:

- (a) 36 x Final Salary; or
- (b) an amount equivalent to retirement benefit (as per 3.1.1 above).

#### 3.1.4 *On Death*

If a Member dies in employment, the Trustee will pay to his/her legal representative a lump sum equivalent to that for Total Permanent Disability benefit.

#### 3.2 New Former Scheme Members and Pre-MPF Scheme Members

#### 3.2.1 On Retirement

Normally, a Member will retire at Normal Retirement Age. With the University's approval, a Member may continue his/her membership in the Scheme beyond Normal Retirement Age.

Similarly, with the University's approval, a Member may retire within five years before his/her Normal Retirement Age.

Upon retirement, a Member will receive a lump sum determined as follows:

Member Account Balance +

the greater of:

- (a) the Employer Account Balance x Vesting Percentage; or
- (b) the Employer's Minimum Contribution;

where for a New Former Scheme Member who was a member of the Former Scheme <u>before</u> 1 July 1994 (irrespective of the Superannuable Service of the Member), the Vesting Percentage is 100%;

for a New Former Scheme Member who became a member of the Former Scheme on or after 1 July 1994, the Vesting Percentage varies with his/her Superannuable Service as follows:

Completed Years	Terms A Staff	Terms B Staff or	Terms C Staff
of Superannuable	or former	former Terms B	and never Terms
Service at	Terms A Staff	Staff Member but	A Staff Member
Retirement	Member	never Terms A	or Terms B Staff
		Staff Member	Member
Less than 2	0%	0%	67%
2 to less than 4	80%	0%	67%
4 to less than 10	80%	80%	67%
10 or more	100%	100%	100%

Instead of receiving the benefit in one lump sum, a Member may choose to roll over his/her investment choices to his/her personal account(s) opened with investment managers respectively.

# 3.2.2 On Termination of Employment

If a Member leaves the University before retirement other than death or Total Permanent Disability, he/she will receive a lump sum determined as follows:

Member Account Balance +

the greater of:

- (a) the Employer Account Balance x Vesting Percentage; or
- (b) the Employer's Minimum Contribution;

where the Vesting Percentage varies with his/her Superannuable Service as follows:

		Terms B Staff or	Terms C Staff
Completed Years	Terms A Staff or	former Terms B	and never
of Superannuable	former Terms A	Staff Member	Terms A
Service	Staff Member	but never Terms	Staff Member or
		A Staff Member	Terms B Staff
			Member
Less than 2	0%	0%	0%
2	80%	0%	0%
3	80%	0%	0%
4	80%	80%	0%
5	80%	80%	0%
6 to 9	80%	80%	33%
10 to 14	100%	100%	50%
15 to 19	100%	100%	67%
20 to 24	100%	100%	83%
25 or more	100%	100%	100%

Instead of receiving the benefit in one lump sum, a Member may choose to roll over his/her investment choices to his/her personal account(s) opened with investment managers respectively.

# 3.2.3 On Total Permanent Disability

If a Member leaves the University because of Total Permanent Disability, he/she will be paid a lump sum equal to the greater of (a) or (b) listed below:

- (a) (i) 36 x Final Salary for Terms A & B Staff; or
  - (ii) 24 x Final Salary for Terms C Staff;

OR

(b) Retirement Benefit as detailed in 3.2.1 but the Superannuable Service shall be counted up to the date of Total Permanent Disability.

#### 3.2.4 *On Death*

If a Member dies in employment, the Trustee will pay to his/her legal representative a lump sum equivalent to that for Total Permanent Disability benefit.

#### 3.3 Post-MPF Full Members

# 3.3.1 **On Retirement**

Normally, a Member will retire at Normal Retirement Age. With the University's approval, a Member may continue his/her membership in the Scheme beyond Normal Retirement Age.

Similarly, with the University's approval, a Member may retire within five years before his/her Normal Retirement Age.

Upon retirement, a Member will be entitled to a benefit determined as follows:

Member Account Balance +

the greater of:

- (a) the Employer Account Balance x Vesting Percentage; or
- (b) the Employer's Minimum Contribution;

where the Vesting Percentage varies with Superannuable Service as follows:

Completed Years	Terms A Staff	Terms B Staff or	Terms C Staff and
of Superannuable	or former	former Terms B	never Terms A
Service	Terms A	Staff Member but	Staff Member or
at Retirement	Staff Member	never Terms A	Terms B Staff
		Staff Member	Member
Less than 2	0%	0%	67%
2 to less than 4	80%	0%	67%
4 to less than 10	80%	80%	67%
10 or more	100%	100%	100%

# 3.3.2 On Termination of Employment

If a Member leaves the University before retirement other than death or Total Permanent Disability, he/she will be entitled to a benefit determined as follows:

Member Account Balance +

the greater of:

- (a) the Employer Account Balance x Vesting Percentage; or
- (b) the Employer's Minimum Contribution;

where the Vesting Percentage varies with Superannuable Service as follows:

	T 4 G 66	T D G . CC	E G G G 1
	Terms A Staff	Terms B Staff or	Terms C Staff and
Completed Years	or former	former Terms B	never Terms A
of Superannuable	Terms A	Staff Member but	Staff Member or
Service	Staff Member	never Terms A	Terms B Staff
		Staff Member	Member
Less than 2	0%	0%	0%
2	80%	0%	0%
3	80%	0%	0%
4	80%	80%	0%
5	80%	80%	0%
6 to 9	80%	80%	33%
10 to 14	100%	100%	50%
15 to 19	100%	100%	67%
20 to 24	100%	100%	83%
25 or more	100%	100%	100%

# 3.3.3 Payment of Retirement/Termination of Employment Benefit

#### (a) On Retirement

The University will pay the retirement benefit to a Member in the form of a lump sum as determined in 3.3.1 above if he/she has reached the age of 65. Otherwise, refer to (b) below.

# (b) On Termination of Employment

The University will transfer the Minimum MPF Benefits of the Member to his/her designated MPF schemes. The Minimum MPF Benefits shall become payable in accordance with prevailing MPF Legislation. The current provision is that the Member has to:

- (i) reach the age of 65; or
- (ii) reach the age of 60 and retire; or
- (iii) leave Hong Kong permanently; or
- (iv) die or become totally and permanently disabled

to become qualified to receive the Minimum MPF Benefits.

For payment of benefits in excess of the Minimum MPF Benefits, Members may elect to have part of the benefit paid in cash and the remainder of the benefit to be rolled-over to a personal account with investment manager(s), except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.

#### 3.3.4 On Total Permanent Disability

If a Member leaves the University because of Total Permanent Disability, he/she will be paid a lump sum equal to the greater of (a) or (b) listed below:

- (a) (i) 36 x Final Salary for Terms A & B Staff; or
  - (ii) 24 x Final Salary for Terms C Staff;

OR

(b) Retirement Benefit as detailed in 3.3.1 but the Superannuable Service shall be counted up to the date of Total Permanent Disability.

Note: It may be necessary to retain that part of the employment benefit which is equivalent to the Member's Minimum MPF Benefits depending on the nature of the disability.

#### 3.3.5 *On Death*

If a Member dies in employment, the Trustee will pay to the legal representative of the Member a lump sum equivalent to that for Total Permanent Disability benefit.

#### 3.4 MPF Commencement Date Full Members

#### 3.4.1 **On Retirement**

Normally, a Member will retire at Normal Retirement Age. With the University's approval, a Member may continue his/her membership in the Scheme beyond Normal Retirement Age.

Similarly, with the University's approval, a Member may retire within five years before his/her Normal Retirement Age.

Upon retirement, a Member will be entitled to a benefit determined as follows:

Member Account Balance +

the greater of:

- (a) the Employer Account Balance x Vesting Percentage; or
- (b) the Employer's Minimum Contribution;

where the Vesting Percentage varies with Superannuable Service as follows:

Completed Years	Terms A	Terms B Staff or	Terms C Staff and
of Superannuable	Staff	former Terms B	never Terms A
Service	or former	Staff Member but	Staff Member or
at Retirement	Terms A	never Terms A	Terms B Staff
	Staff	Staff Member	Member
	Member		
Less than 2	0%	0%	67%
2 to less than 4	80%	0%	67%
4 to less than 10	80%	80%	67%
10 or more	100%	100%	100%

# 3.4.2 On Termination of Employment

If a Member leaves the University before retirement other than death or Total Permanent Disability, he/she will be entitled to a benefit determined as follows:

Member Account Balance +

the greater of:

- (a) the Employer Account Balance x Vesting Percentage; or
- (b) the Employer's Minimum Contribution;

where the Vesting Percentage varies with Superannuable Service as follows:

	Terms A Staff	Terms B Staff or	Terms C Staff and
Completed Years	or former	former Terms B	never Terms A
of Superannuable	Terms A	Staff Member but	Staff Member or
Service	Staff Member	never Terms A	Terms B Staff
		Staff Member	Member
Less than 2	0%	0%	0%
2	80%	0%	0%
3	80%	0%	0%
4	80%	80%	0%
5	80%	80%	0%
6 to 9	80%	80%	33%
10 to 14	100%	100%	50%
15 to 19	100%	100%	67%
20 to 24	100%	100%	83%
25 or more	100%	100%	100%

# 3.4.3 Payment of Retirement/Termination of Employment Benefit

#### (a) On Retirement

The University will pay the retirement benefit to a Member in the form of a lump sum equal to the amount as determined in 3.4.1 above.

Instead of receiving the benefit in one lump sum, a Member may choose to roll over his/her investment choices to his/her personal account(s) opened with investment managers respectively.

# (b) On Termination of Employment

Members may elect:-

- (1) to receive all of their accrued benefit upon departure in cash; or
- (2) to rollover their benefit to a personal account opened with existing investment manager(s), except for the iShares Developed

World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market (see 5.3.3 for details); or

(3) to have part of their benefit paid in cash and the remainder of the benefit to be rolled-over to a personal account with investment manager(s), except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.

Unless a Member expressly elects for one of the above options, then that part of the benefit which is equal to the Minimum MPF Benefits of the Member will be transferred to a MPF scheme as voluntary contribution and the remainder of the benefit will be paid to the Member in cash.

- (i) If a Member decides to receive all his/her accrued benefit in cash, the determination of such amount will be as stated in 3.4.2 above.
- (ii) If a Member decides to rollover part or all of his/her benefit to a personal account, the respective units holding of his/her benefit will be transferred to respective personal account(s) opened with investment manager(s), except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.
- (iii) If a Member decides to leave part of his/her benefit in a MPF scheme, the University will transfer the equivalent amount of the Minimum MPF Benefits to the appropriate MPF schemes as voluntary contribution. Any excess fund over the Minimum MPF Benefits (if any) will be paid to the Member in the form of a lump sum.

#### 3.4.4 On Total Permanent Disability

If a Member leaves the University because of Total Permanent Disability, he/she will be paid a lump sum equal to the greater of (a) or (b) listed below:

- (a) (i) 36 x Final Salary for Terms A & B Staff; or
  - (ii) 24 x Final Salary for Terms C Staff;

OR

(b) Retirement Benefit as detailed in 3.4.1 but the Superannuable

Service shall be counted up to the date of total permanent disability.

Note: It may be necessary to retain that part of the employment benefit which is equivalent to the Member's Minimum MPF Benefits depending on the nature of the disability.

#### 3.4.5 *On Death*

If a Member dies in employment, the Trustee will pay to the legal representative of the Member a lump sum equivalent to that for Total Permanent Disability.

#### 3.5 Pre-MPF Limited Members

#### 3.5.1 On Retirement

Upon retirement from the University, a Member will receive a lump sum equal to the aggregate of the Member Account Balance and 100% of the Employer Account Balance.

# 3.5.2 On Termination of Employment

Same as 3.5.1

# 3.5.3 On Total Permanent Disability

Same as 3.5.1

#### 3.5.4 *On Death*

If a Member dies in employment, the Trustee will pay to the legal representative of the Member a lump sum equivalent to that for total permanent disability.

### 3.6 Post-MPF Limited Members

#### 3.6.1 *On Retirement*

Upon retirement from the University, a Member will be entitled to a benefit equal to the aggregate of the Member Account Balance and 100% of the Employer Account Balance.

# 3.6.2 On Termination of Employment

Same as 3.6.1

# 3.6.3 Payment of Retirement/Termination of Employment Benefit

# (a) On Retirement

The University will pay the retirement benefit to Member in the form of a lump sum as determined in 3.6.1 above if he/she has reached the age of 65. Otherwise, refer to (b) below.

# (b) On Termination of Employment

The University will transfer the Minimum MPF Benefits of the Member to his/her designated MPF schemes. The Minimum MPF Benefits shall become payable in accordance with prevailing MPF Legislation. The current provision is that the Member has to:

- (i) reach the age of 65; or
- (ii) reach the age of 60 and retire; or
- (iii) leave Hong Kong permanently; or
- (iv) die or become totally and permanently disabled

to become qualified to receive the Minimum MPF Benefits.

#### 3.6.4 On Total Permanent Disability

If a Member leaves the University because of Total Permanent Disability, the University will pay to him/her a lump sum equal to the aggregate of the Member Account Balance and 100% of the Employer Account Balance.

Note: It may be necessary to retain part of the employment benefit which is equivalent to the Member's Minimum MPF Benefits depending on the nature of the disability.

#### 3.6.5 *On Death*

If a Member dies in employment, the Trustee will pay to the legal representative of the Member a lump sum equivalent to that for Total Permanent Disability.

#### 3.7 MPF Commencement Date Limited Members

#### 3.7.1 On Retirement

Upon retirement from the University, a Member will be entitled to a benefit equal to the aggregate of the Member Account Balance and 100% of the Employer Account Balance.

# 3.7.2 On Termination of Employment

Same as 3.7.1.

# 3.7.3 Payment of Retirement/Termination of Employment Benefit

# (a) On Retirement

The University will pay the retirement benefit to Member in the form of a lump sum equal to the amount as determined in 3.7.1 above.

### (b) On Termination of Employment

Members may elect:-

- (1) to receive all of their accrued benefit upon departure in cash; or
- (2) to rollover his/her benefit to a personal account opened with existing investment manager(s) except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market (see 5.3.3 for details); or
- (3) to have part of their benefit paid in cash and the remainder of the benefit to be rolled-over to a personal account with an investment manager(s) except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.

Unless a Member expressly elects for one of the above options, then that part of the benefit which is equal to the Minimum MPF Benefits of the Member will be transferred to a MPF scheme as voluntary contribution and the remainder of the benefit will be paid to the Member in cash.

(i) If a Member decides to receive all his/her accrued benefit in cash, the determination of such amount will be as stated in 3.7.2 above.

- (ii) If a Member decides to rollover all of his/her benefit to a personal account, the respective units holding of his/her benefit will be transferred to respective personal account(s) opened with investment manager(s) except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market.
- (iii) If a Member decides to leave part of his/her benefit in a MPF scheme, the University will transfer the equivalent amount of the Minimum MPF Benefits to the appropriate MPF schemes as voluntary contribution. Any excess fund over the Minimum MPF Benefits (if any) will be paid to the Member in the form of a lump sum.

# 3.7.4 On Total Permanent Disability

If a Member leaves the University because of total permanent disability, the University will pay to him/her a lump sum equal to the aggregate of the Member Account Balance and 100% of the Employer Account Balance.

Note: It may be necessary to retain that part of the employment benefit which is equivalent to the Member's Minimum MPF Benefits depending on the nature of the disability.

#### 3.7.5 *On Death*

If a Member dies in employment, the Trustee will pay to the legal representative of the Member a lump sum equivalent to that for Total Permanent Disability.

#### **SECTION 4: INVESTMENT**

### 4.1 **Investment Managers**

4.1.1 The Trustee has currently appointed 4 investment managers to manage the assets of the Fund. Detailed information of the managers can be obtained from their service hotlines and websites as set out below:

Investment Manager	Service Hotline	Website
HSBC Global Asset Management (HK) Ltd ("HSBC")	2284-1281	http://www.assetmanagement.hsbc.com.hk
FIL Investment Management (HK) Ltd ("Fidelity")	2629-2629	http://www.fidelity.com.hk
BlackRock Asset Management North Asia Ltd ("BlackRock")	3903-2688	http://www.blackrock.com.hk
JPMorgan Funds (Asia) Ltd ("JPM")	2978-7588	http://www.jpmorganam.com.hk

#### 4.2 **Investment Funds**

- 4.2.1 The Fund currently offers a choice of 14 investment funds to Members. Most of the investment funds consist of three main asset classes, namely:
  - (a) equities;
  - (b) fixed income securities (including government bonds and corporate debentures); and
  - (c) money market instruments (including short term bills, commerical papers and cash deposits)

Other than equities, fixed income securities and money market instruments, each investment fund may hold a small amount of cash as deemed appropriate by the investment managers. Normally, investment in equities is expected to achieve higher return over a long term but at a higher risk. Risk, in simple term, is the fluctuation of investment return.

The asset compositions of each investment fund are tabulated below:

Fund Names	HKBU Fund Names	% of Equity	% of Fixed Income Secutiries	% of Money Market Instruments
PF05A-HSBC Global Money Funds HKD -	PF05A - HSBC HKD Money Market	0%	0%	100%
A Class				
PF14-HSBC Global Investment Funds – Asia Pac ex Jap Eq High DIV-IC(USD)	PF14 - HSBC Asia Pacific ex Japan Equity High Dividend Fund	80 - 100%	0 -	20 %
PF07-Fidelity Advantage Portfolio Fund Growth Fund - Ordinary Class	PF07 - Fidelity High Growth 80 - 1		0 - 20%	
PF08 - Fidelity Advantage Portfolio Fund Balanced Fund - Ordinary Class	PF08 - Fidelity Growth	60 - 80%	20 -	40%
PF09-Fidelity Advantage Portfolio Fund Stable Growth Fund - Ordinary Class	PF09 - Fidelity Balanced	40 - 60%	40 -	60%
PF18-Fidelity Advantage Portfolio Fund Capital Stable Fund - Ordinary Class	PF18 - Fidelity Capital Stable	20 - 40%	60 -	80%
PF11-BlackRock Global Government Bond Fund	PF11 - BlackRock Global Gov't Bonds	0%	100%	0%
PF16-iShares Developed World Index Fund (IE)	PF16 - iShares Developed World Index Fund (IE)	100%	0%	0%
PF19-BlackRock ICS US Dollar Liquidity Fund (Premier - Accumulating)	PF19 - BlackRock USD Money Market	0%	0%	100%
PF12A-JP Morgan SAR Hong Kong (A)	PF12A – JP Morgan HK Equity	100%	0%	0%
PF20-JPMorgan Provident High Growth Fund–Inv Class	PF20 - JPMorgan High Growth	80 - 100%	0 -	20%
PF21-JPMorgan Provident Growth– Inv Class	PF21 - JPMorgan Growth	60 - 80%	20 -	40%
PF22-JPMorgan Provident Balanced Fund–Inv Class	PF22 - JPMorgan Balanced	40 - 60%	40 - 60% 40 - 60%	
PF23-JPMorgan Provident Capital Fund – Inv Class	PF23 - JPMorgan Capital	20 - 40%	60 -	80%

- 4.2.2 When a Member joins the Scheme, he/she will be asked to make investment choice(s) which will be applicable to both of his/her Member Contribution and University Contribution by allocating percentage(s) to his/her desired investment funds. The rules governing the selection of investment fund (s) are as follows:
  - (a) Each investment fund shall have at least 20% allocation and be *a multiple of 5%* of the total Member's assets.
  - (b) The sum of all percentages specified in (a) above must be 100%.
- 4.2.3 If a Member does not make any investment choice(s), he/she will be deemed to have chosen to invest 100% of his/her Member Contribution and his/her University Contribution to the "PF05A HSBC HKD Money

Market" fund.

4.2.4 NONE of the above investment choices guarantee the protection of the principal or a minimum return. The performances of investments may rise or fall in response to market movements.

# 4.3 Change of Investment Choice(s)

- 4.3.1 Members may logon to BCT's Members' website to change their investment choice(s) <u>free-of-charge</u> every Wednesday on or before 3 p.m. on that day (or the following business day if the Wednesday is <u>not</u> a business day).
- 4.3.2 Members may change their investment choices on a day other than a Wednesday, a fee of <u>HK\$300</u> per switching day will be charged. Please return the below documents to the Finance Office before 3 p.m. everyday:
  - (a) A duly completed "Asset Holding Switching/Future Contribution Allocation Instruction Form" which can be obtained from the Finance Office; and
  - (b) A copy of the bank-in slip of the paid administrative fee. If paid by cheque, it should be made payable to "BCT-HKBU 1998 Superannuation Fd" and deposit to the bank account directly. Information of the bank account can be obtained from the Finance Office.
- 4.3.3 Members should refer to the step-by-step manual ("<u>Members' Manual for Investment Switching</u>") to facilitate Members in their investment switching process. The Manual can be downloaded from FO's website.
- 4.3.4 Change of investment choice(s) can be divided into two entirely independent parts:
  - (a) Switching of existing investment holdings

Investment manager(s) will have to redeem the investment holdings for the Member and use the proceeds to subscribe other fund(s) according to Members' choice(s). Rules governing asset switching are:

- (i) Members have to specify a percentage of their investment fund(s) to be sold; and
- (ii) Members have to specify the percentages of the sale proceeds from the switched-out investment fund(s) to be used for purchasing the switch-in investment fund(s).

# (b) Change of investment choices for future contributions

This will not change existing investment holdings of the Member. Investment manager(s) will use the contributions to subscribe for units in those fund(s) according to Members' choice(s) with effect from the month specified.

4.3.5 As a switching instruction comprises a redemption transaction and a subscription transaction, investment managers may not be able to complete these two types of transactions on the same day, especially if two or more investment managers are involved. For this purpose, the investment funds can be categorised into two groups as tabulated below and switching can be completed on the same day ("Same-Day Switching") within the same group:

Code	HKBU Fund Names	Same-Day Switching within same investment manager	
PF07	Fidelity High Growth		
PF08	Fidelity Growth	37	
PF09	Fidelity Balanced	Yes	
PF18	Fidelity Capital Stable		
PF12A	JP Morgan SAR Hong Kong (A)		
PF20	JPMorgan High Growth		
PF21	JPMorgan Growth	Yes	
PF22	JPMorgan Balanced		
PF23	JPMorgan Capital		

However, Same-Day Switching will not be applicable to switching involving any of the following funds:

- (a) PF05A HSBC HKD Money Market;
- (b) PF11 BlackRock Global Gov't Bonds;
- (c) PF14 HSBC Asia Pacific ex Japan Equity High Dividend Fund;
- (d) PF16 iShares Developed World Index Fund (IE); and
- (e) PF19 BlackRock USD Money Market.
- 4.3.6 A switching time table is posted via a hyperlink stated in the "Fund Switching (Account Balance)" of the Members' website of BCT and BCT's website is www.bcthk.com.

#### 4.4 **Investment Performance**

4.4.1 Documentation of the quarterly performance of the Funds, periodical fact

sheets and relevant fund prices are available in the Members' website of BCT. Members may refer to the BCT"s "Download Corner" for a step-by-step procedure on how to retrieve the historical fund price online.

4.4.2 Investment managers give Members a half yearly fund performance presentation (normally every March and September) and the presentation materials are also available in the FO's website.

#### **SECTION 5: ADMINISTRATION**

#### 5.1 The Administrator

5.1.1 The Administrator of the Scheme is BCT.

# 5.2 **Operating Expenses**

- 5.2.1 Investment expenses charged by the investment managers will be paid from the individual investment funds and reflected in the unit prices reported by the investment managers.
- 5.2.2 Currently, the Trustee has approved to set aside 1% of the monthly University Contribution of Full Members to pay for other operating expenses of the Scheme e.g. insurance premium. The balance of such 1% withheld will be distributed to Full Members at each financial year-end. All Full Members of the Scheme are covered by the Death and Total & Permanent Disability benefits and the current underwriter is Zurich International Life Limited.
- 5.2.3 Other expenses of the Scheme will be shared by all Members of the Scheme. They include fees charged by BCT, maintenance of computer system, government registration fee, auditor's fees and miscellaneous expenses. The majority of these expenses are covered by the rebates of investment management fees and forfeiture.

# 5.3 Payment of Benefits to Pre-MPF Members upon Termination of Service

- 5.3.1 When a Member ceases service with the University, his/her investment holdings will be liquidated to enable benefit payments to be made. The liquidation will take place automatically unless Members inform the Finance Office of their decision to rollover (see 5.3.3 below) their investments one month before Member's last day of service with the University. Members will receive their benefit payment in Hong Kong dollars as soon as the funds from the liquidation are received by BCT. BCT will then arrange payment to departed Members.
- 5.3.2 Benefit payment can be paid in cheque or banked-in directly to the Member's payroll bank account. The Final Benefit Statement will be sent

- to Members notifying them the exact amount of their benefits payable upon confirming the sale of their investment holdings.
- 5.3.3 If a Member does not wish to liquidate his/her investment, he/she can choose to rollover his/her benefits in the form of investment holdings ("Rollover") by opening a separate personal account with the appointed investment manager(s) and receive his/her benefit in the form of Unit Trust in that account, except for the iShares Developed World Index Fund (IE), HSBC HKD Money Market and BlackRock USD Money Market. Should Members choose to do so, please contact the Finance Office at 3411-2404 at least one month before departure in order to allow sufficient time to open his/her new personal account(s). The appointed investment managers have agreed to waive the front-end fee of such Rollover investments.

# 5.4 Payment of Benefits to Post-MPF Members upon Termination of Service

- 5.4.1 Pursuant to the Mandatory Provident Fund Schemes (Exemption) Regulation (Cap 485 B, Schedule 2), where a Post-MPF Member who joined the Scheme after 1 December 2000, is entitled to received benefits under a Superannuation Fund, the Trustee of the Superannuation Fund shall transfer the **Minimum MPF Benefits** of the Member as soon as paracticable and as instructed by the Member, either:
  - (a) to a registered MPF scheme in which the Member's new employer is a participating employer; **or**
  - (b) to the University's existing MPF Scheme (currently Invesco Hong Kong Limited under Invesco Strategic MPF Scheme); **or**
  - (c) to a master trust scheme, nominated by the Member, which accepts transfers of Minimum MPF Benefits from other registered schemes.

Subject to 5.4.2(d), if the Member does not return the Minimum MPF Benefits Transfer Instruction Form ("MMB Transfer Form") within 90 days from his/her end date of employment, the University will transfer his/her Minimum MPF Benefits to the University's existing MPF Scheme as indicated in 5.4.1(b) above.

5.4.2 The following administration procedures are currently in force to fulfill the legal requirements:

- (a) For payment of benefits in excess of the Minimum MPF Benefits, paragraphs applicable to Pre-MPF Members, i.e. 5.3.1 to 5.3.3, shall also be applicable to Post-MPF Members.
- (b) Upon termination of service with the University, the portion of the investment representing Member's Minimum MPF Benefits in the Scheme will be liquidated.
- (c) The liquidation will take place automatically in the next value date following the Member's last working day and no further notification will be given on the exact date of liquidation.
- (d) The MMB Transfer Form will be provided to the Member by the Human Resources together with other relevant clearance forms. The Member is required to complete the MMB Transfer Form and return it under confidential cover to the Finance Office at Members' earliest convenience.
- (e) Sale proceeds of the investment representing Member's Minimum MPF Benefits will be held in the Scheme until the MPF Transfer Form is received from the Member or after 90 days of the Member's last employment date and will be effected by the Trustee in accordance with 5.4.1 above.
- 5.4.3 If Member has reached the statutory retirement age of 65 and wants to claim the Minimum MPF Benefits from the Scheme, please obtain the "Withdrawal of Minimum MPF Benefits Form" ("MMB-W Form") from the Finance Office's website ("the FO's Website") at <a href="http://fohome.hkbu.edu.hk/fopage.html">http://fohome.hkbu.edu.hk/fopage.html</a> and have the MMB-W Form duly completed and returned to the Finance Office with sufficient supporting documents as stipulated in the said form.
- 5.4.4 If a Member claims the MMB on the ground of early retirement (ie reached the age of 60) or leaving Hong Kong permanently, in addition to the MMB-W Form, he/she has to fill in either <a href="MMB-W(SD1">MMB-W(SD1">MMB-W(SD2">MMB-W(SD2">MMB-W(SD2">MMB-W(SD2">MMB-W(SD2">MMB-W(SD2">MMB-W(SD2">MMB-W(SD2")</a> Form and make a statutory declaration for his early retirement or permanent departure. The sworn declaration may be made free-of-charge at any Public Enquiry Service Centre of the District Office of the HKSAR Government or before a solicitor at a fee to be borne by Member.
- 5.4.5 MMB-W Form, MMB-W(SD1) Form and MMB-W(SD2) Form are obtainable from FO's website under Staff's Download Centre.

#### 5.5 Distribution of Member Benefit Statements

- 5.5.1 Member Benefit Statements are mailed to Members' corresponding address free-of-charge in February and August every year by BCT. The following information will be printed on the statements:
  - (a) the investment balance as at 31 December or 30 June:
  - (b) the vested benefits at termination as at the report date;
  - (c) the vested benefits at retirement as at the report date;
  - (d) the guaranteed Death and Total Permanent Disabiltiy benefits as at the report date for Full Members only;
  - (e) contribution details from the University and the Member; and
  - (f) detailed account balances by funds.
- 5.5.2 Other than the free statements provided by BCT, Members may enquire their investment balance via BCT's Member website at <a href="www.bcthk.com">www.bcthk.com</a> or Member's Hotline at 2298 9088.

# 5.6 Superannuation Benefit Website/Hotline

- 5.6.1 A Member website was set up by BCT for Members' enquiry and operation. The log-in ID and password should have been mailed to Members' corresponding address. Members may visit the BCT's website at <a href="www.bcthk.com">www.bcthk.com</a>, select "Individual ORSO Schemes" under the "Select Your Plan" pull down menu to log on to Members' account.
- 5.6.2 A Members' 24 hours Hotline 2298 9088 was also set up for Members' enquiry.
- 5.6.3 Relevant information regarding the Scheme and BCT is also posted in the FO Website. Members may refer to the website for the following information:
  - (a) Trust Deed;
  - (b) The Trustee cum Scheme Administrator;
  - (c) The Superannuation Fund Supervisory Board;
  - (d) Member's Handbook and Supplementary Sheets (if any);
  - (e) Investment Management Fees;
  - (f) Fund Administrator's (BCT) Corner;

- (g) Investment Performance, Unit Price and Exchange Rates {up to 30 June 2011};
- (h) Publications from Investment Managers;
- (i) Presentation Slides of Investment Seminars;
- (j) Investment Options;
- (k) Investment Hotlines;
- (1) Staff Personal Loan Scheme; and
- (m) FAQ on Superannuation Fund.

# 5.6.4 Please follow the procedures below to access the FO Website:

- (a) From the Home Page of HKBU, choose "Administrative Offices" under "About HKBU" and then "Finance Office".
- (b) Click "Staff Intranet" and select "Superannuation Fund and MPF Scheme". Click on "Superannuation Fund" and you will see the available documents as listed in 5.6.3. Click on any of it, if a log-in box prompts out, please click "OK".

# **SECTION 6: MISCELLANEOUS**

There are a few other things Members should know about the Scheme.

#### 6.1 **Reserve Account**

Forfeited amounts and unvested amounts will be transferred to the Reserve Account and the Trustee may deduct certain amounts from Contributions and credit them to the Reserve Account.

The balance on the Reserve Account is used to pay for the costs and expenses of the Scheme. At the end of the financial year any balance on the Reserve Account is distributed between all Employer Accounts of Full Members.

# 6.2 **Funding Obligation Account**

As advised by the actuary, for those Members with no life insurance available to cover his/her benefits, the University may make special contribution to the Scheme and that contribution will be transferred into a Funding Obligation Account which balance is reserved only for the purpose of meeting the shortfall in benefit payment of the specific member when it arises.

#### 6.3 Transfers In

When a Member joins the Scheme, he/she has the option, with the consent of the University, to transfer his/her benefit entitlement from any other scheme having Recognition Status, of which he/she was previously a member, into the Scheme (subject to the provisions of that previous scheme).

#### 6.4 Transfers Out

When a Member leaves the University and joins another employer, he/she may, with the consent of the University, elect to have his/her benefit entitlement transferred to the retirement scheme of his/her new employer, provided that this new scheme has Recognition Status and the new scheme permits such transfer.

# 6.5 **Death Benefit Payment**

In the event of a Member's death, his/her entitlement will be held in trust and paid to his/her legal representative once he/she is identified.

#### 6.6 **Benefit Offset**

The University Contribution will be used by the University to offset any long service payment or severance payment payable to him/her by the University pursuant to the Employment Ordinance (Cap. 57 of the Laws of Hong Kong).

#### 6.7 Lien on Benefits

The Trustee will pay to the University out of a Member's benefits any debts of the Member to the University which have been authorised by the Member in writing. However, the Minimum MPF Benefit is protected under the MPF Legislation and therefore would not be deducted by the University under any circumstances.

#### 6.8 **Reduction in Benefit**

Should there be changes of Scheme rules and provisions to reduce the future rights or benefits of Members under the Scheme, Members will be offered a further choice to transfer from the Scheme to a MPF Scheme.

# 6.9 Close of Membership of the Scheme to New Employees

The University may at any time close the Scheme to new employees by notifying the Trustee in writing.

# 6.10 Winding Up

The Scheme may be wound up by the University if for any reason the Scheme appears in the opinion of the University to be unable to fulfil its purpose and a resolution is passed by the University Council to wind up the Scheme.

**Governing Law** 6.11

The Scheme is governed by the laws of Hong Kong Special

Administrative Region.

6.12 **More Information** 

> If Members need any further information regarding the Scheme, please contact BCT's hotline at 2298 9088 for fund administration or the

> Finance Office's hotline at 3411 2404 for questions other than fund

administration.

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