

**SUGGESTED CLAUSES IN ORDER OF COURT FOR  
CENTRAL PROVIDENT FUND (CPF) MATTERS**

**ORDERS RELATING TO APPOINTMENT OF A DEPUTY**

1. The deputy shall have general authority to receive all moneys on behalf of [P<sup>1</sup>] from CPF Board, which receipt shall be a good and valid discharge to CPF Board of its obligations and liabilities towards [P]<sup>2</sup>.
  
2. The deputy shall have general authority to decide and act on [P]'s behalf for all transactions and applications relating to all CPF matters and/or CPF Schemes as permitted under the CPF Act and subsidiary legislation made thereunder (collectively "CPF legislation"), except for the authority to transfer monies standing to the credit of [P] in his CPF Account to a third party as a gift<sup>3</sup>.
  
3. The deputy shall have general authority to collect any notices, applications, agreements, deeds, instruments, securities, documents and forms from CPF Board for purposes connected with CPF legislation.
  
4. The deputy shall have general authority to:-
  - (i) obtain confidential information about [P] (including information in respect of [P]'s nomination details) and/or all [P]'s accounts from CPF Board; and
  
  - (ii) authorise the disclosure of [P]'s confidential information and/or all [P]'s accounts to third parties.

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<sup>1</sup> P refers to a person who is declared by the court to lack the capacity to make a decision in respect of CPF matters.

<sup>2</sup> CPF Board will make the payment to the deputy by way of a cheque in the favour of the deputy or credit it directly into a bank account held jointly with the deputy or in such other manner as CPF Board may decide.

<sup>3</sup> See section 25(3) of the Mental Capacity Act 2008.

## GENERAL ORDERS

5. The deputy shall also have the authority to do all such acts and things as may be necessary or expedient to give effect to the decisions made in respect of all CPF matters and/or CPF Schemes, including, but not limited to, the authority to:
- (i) execute, sign, seal and deliver all notices, applications, agreements, deeds, instruments, documents, undertakings, declarations and forms;
  - (ii) agree to CPF Board having a charge over any of [P]'s immovable property or any part thereof, whether solely owned or jointly owned with a third party, for securing the payment to CPF Board of [P]'s CPF monies withdrawn;
  - (iii) attend and vote at meetings and represent [P] in proceedings in any court or tribunal or any negotiation or mediation, including accepting service of process or documents;
  - (iv) open, maintain or terminate [P]'s CPF Investment Account or do anything that may be required or permitted with respect to [P]'s CPF Investment Account; and
  - (v) pay, withdraw, release, transfer or refund monies standing to [P]'s credit in his/her\* CPF Ordinary, Special or Investment Account, for the purpose of the purchase, renewal, disposal, surrender, termination, release, withdrawal or transfer of securities (as defined in the CPF (Investment Schemes) Regulations) under the CPF Investment Scheme.

\*delete where applicable