



The Citrus Pension Plan
Level 10 Member's Guide

Contents

Introduction.....2
 Membership.....3
 Benefits on retirement.....6
 Death benefits.....8
 Leaving the Section.....11
 Further information.....12
 Glossary.....14

Introduction

Welcome to the **Member's** Guide for Level 10 members of the Citrus Pension Plan ('the Plan').

The Plan is an occupational pension scheme for non-associated employers. It is divided into sections and each employer (or group of employers) has its own section ('the Section').

There are a number of different benefit structures provided under the Plan. They are referred to as Levels 1 to 11. Level 10 provides benefits which are certified as broadly equivalent to those in the National Health Service Pension Scheme ('the **NHSPS**').

This Member's Guide gives a brief introduction to the benefits payable in respect of Level 10 members. However, the Plan is governed by a Trust Deed and Rules, and in the event of any inconsistency between this Member's Guide and the Trust Deed and Rules, the Trust Deed and Rules will take precedence. Some technical terms are used throughout this Member's Guide. These are printed in **bold** and explained in the Glossary.



Summary of benefits under Level 10

- A pension and, in respect of a **Pre-2008 NHSPS Member**, a lump sum at retirement based on your earnings and **Pensionable Service**;
- The option to convert part of your pension into a lump sum at retirement;
- Annual increases to your pension in payment;
- The option to retire early without the Trustee's or your Employer's consent;
- A pension if you retire on the grounds of incapacity (providing you meet the relevant criteria);
- A pension for your **Spouse** and **Children** when you die, together with a lump sum payable under the discretionary trusts of the Plan;
- The option to increase your benefits by paying Additional Voluntary Contributions.

Membership



Can I join the Section as a Level 10 Member?

You can join your Employer's Section as a Level 10 member if you are:

- An **NHSPS member** immediately before the transfer of your employment; or
- A person entitled to membership of the **NHSPS** at that date if you are a permanent employee or categorised as probationary staff, full-time staff, part-time staff or a fixed term appointee.

If you are an **NHSPS member** immediately before the transfer of your employment you will automatically become a Level 10 member unless you tell your Employer within 90 days of first becoming eligible that you do not wish to join the Section. If you were entitled to membership but were not a **member** of the **NHSPS** at the date of transfer of your employment you will need to authorise your Employer to deduct your **member** contributions from your pay. You should ask your Employer for the relevant form.

How much do I contribute?

The amount you contribute to the Section depends on how much you earn. The table below shows the rates for the 2012/13 **Scheme Year**. **Contribution Pay** bands can be amended annually to mirror those applicable in the **NHSPS** for the relevant **scheme year**.

Contribution Pay 2011/2012	Member contribution rate
£15,001.00 to £21,175.99	5.0%
£21,176.00 to £26,557.99	6.5%
£26,558.00 to £48,982.99	8.0%
£48,983.00 to £69,931.99	8.9%
£69,932.00 to £110,273.99	9.9%
£110,274.00 and over	10.9%

What about salary sacrifice?

Some employers operate a salary sacrifice arrangement. Salary sacrifice essentially involves your salary being

reduced by the amount of your pension contributions and you not being required to pay contributions to the Section.

Instead, your Employer pays an additional contribution in respect of the pay you sacrifice. As a result, under current legislation, both you and your Employer pay less National Insurance contributions.

Your Employer will notify you if you are eligible to participate in a salary sacrifice arrangement.

How much does my Employer contribute to the Section?

Your Employer contributes an amount agreed between your Employer and the Trustee, having taken actuarial advice to meet the balance of the cost of providing the benefits payable under the Section.

The Plan actuary (a qualified, independent professional) values the assets and liabilities of the Section at least every three years and advises the Trustee of the amounts to be paid. The contributions required will differ from time to time according to various factors, such as how well the Section's investments perform.

Your Employer also pays any costs of any lump sum benefit payable under the Section if you die in **Pensionable Service** before retirement (see section 4, 'Death benefits' for further details).

What tax relief do I get?

You will automatically receive tax relief on your contributions.

Currently, tax relief is given at the highest rate of tax you pay.

So for example, if you pay tax at the current basic rate of income tax (20%) this means that each £1 you pay in pension contributions only actually costs you £0.80. If you pay tax at the higher rate of income tax (40%) on the other hand every £1 you pay will actually cost you £0.60.

What limits are there on contributions and benefits?

There are two limits on the amount of tax-privileged savings you can make. Both of these limits apply to the total of all pension benefits in all the tax **registered pension schemes** you are a **member** of, not just the Section. Firstly, there is a limit on the value of tax-privileged benefits that you can build up each tax year. This is the lesser of:

- 100% of your total salary (or £3,600 if greater); and
- £50,000 for the 2012 / 13 tax year (the Annual Allowance). This will reduce to £40,000 for 2014/15

For these purposes, the annual increase in the amount of your pension i.e. what you've accrued in that tax year is multiplied by 16 to give it a capital value. This is added to any separate lump sum you have accrued and any contributions you have made to a money purchase arrangement (e.g. Additional Voluntary Contributions). If the total exceeds the Annual Allowance, you will be subject to tax which will be collected through your annual tax return.

Secondly, there is a limit, known as the Lifetime Allowance, on the total value of your tax-privileged pension benefits you can accrue in your lifetime. Again, this applies to your benefits under all tax **registered pension schemes**. For the 2012 / 13 tax year the limit is £1.5 million. This will reduce to £1.25 million for 2014/15.

Your pension benefit under the Section will be valued for these purposes when you retire by multiplying your initial annual pension by 20. This is then added to any separate lump sum you may be entitled to (if you give up pension for lump sum, only the actual lump sum is counted) and any money purchase benefits, in order to test the value of all of your benefits against the Lifetime Allowance.

If the total of your benefits payable under all tax **registered pension schemes** is greater than the Lifetime Allowance figure applicable at your retirement, your benefits will be subject to additional tax charges.

What about National Insurance contributions?

The benefits provided under Level 10 meet the statutory test to be contracted-out of the State Second Pension (S2P). This means that Level 10 provides benefits that are at least as good as most **members** would receive if they had been in the S2P.

If your employment is contracted-out by reference to the Section both you and your Employer will pay lower National Insurance contributions and you do not build up entitlement to S2P.

Can I pay extra contributions?

Yes – you can pay Additional Voluntary Contributions (AVCs) as well as your standard contributions to the Section if you wish.

There are two separate types of AVCs – money purchase AVCs and AVCs used to buy added years of **Pensionable Service**. You will need to inform the Trustee in writing of which of the two options you want before you start paying AVCs.

The money purchase AVC arrangement works as a completely separate arrangement from your Level 10 benefits. The contributions you pay into this arrangement are credited to a notional 'pot' of money that will be used to provide benefits for you when you come to retire.

How much there is in this 'pot' will depend on what contributions have been paid, the way the investments the contributions were used for have performed and any investment and administration charges. It is possible for the pot to decrease in value.

When you come to retire, the notional pot can be applied to provide you with additional pension or to increase your tax-free lump sum. Please contact the Plan Administrator, for more information, whose details are given in Section 6.

Added years AVCs work differently. As the name suggests, you effectively 'buy' extra periods of **Pensionable Service** in the Section which count towards your pension in the same way as the rest of your **Pensionable Service**. The cost of buying such extra **Pensionable Service** is set by the Trustee after consulting the Plan actuary for guidance. You should contact the Plan Administrator to find out more.

Can I transfer benefits from other pension schemes into the Section?

Yes – if the Trustee and your Employer consent, you can transfer benefits you have built up in another pension scheme into the Section, as long as you request such a transfer within 12 months of joining the Section (unless your Employer allows a longer period).

Remember that transferring your benefits into the Section may not necessarily be in your best interests. You should take independent financial advice before deciding to do this. To find an adviser in your area, you can visit www.unbiased.co.uk.



What benefits will I receive if I retire on my Normal Retirement Date?

Benefits for Level 10 members, payable from the day after **Normal Retirement Date** consist of:

- a Scheme Pension;
- for a **Pre-2008 NHSPS Member** a Retiring Allowance;
- any **Past Service Benefits** (benefits that have been transferred in); plus
- any money purchase AVCs

Your Scheme Pension is calculated as:

- For **Pre-2008 NHSPS Members**:
 $1/80 \times \text{Final Pensionable Salary} \times \text{Pensionable Service}$
- For **Post-2008 NHSPS Members**:
 $1/60 \times \text{Final Pensionable Salary} \times \text{Pensionable Service}$

Your Retiring Allowance is calculated as:

- For **Pre-2008 NHSPS Members**:
 $3/80 \times \text{Final Pensionable Salary} \times \text{Pensionable Service}$

Please note that **Post-2008 NHSPS Members** do not accrue entitlement to a Retiring Allowance.

Where any Retiring Allowance payable is more than is allowed as an authorised payment under the Finance Act 2004, the value in excess of your maximum lump sum will be calculated as pension and paid in that way to reduce the risk of unnecessary tax charges on your benefits and on the Section.

Can I take a larger lump sum?

Subject to the limits above, if you wish, you can surrender part of your pension to provide a lump sum at retirement. Normally a minimum of 30 days' notice will be required.

You can usually take up to 25% of the capital value of your benefits when they come into payment as a lump sum. For the purposes of working out the capital value of your benefits, your pension is given a notional value equal to your initial annual pension multiplied by 20. This is added to any Retiring Allowance that you may have to work out the capital value of your benefits.

Under the current provisions of the Plan, you will receive at least £12 of lump sum benefit for every £1 of pension you give up. Please contact the Plan Administrator for more information.

What if my pension is very small?

Under current legislation, if the total value of your benefits (from all tax registered pension schemes you are in, not just the Section) amounts to no more than the amount permitted by tax legislation, currently £18,000, when you come to retire, and you are aged between 60 and 75 at the date of retirement, you will receive your whole pension as a one-off lump sum – this is called trivial commutation.

The first 25% of this trivial commutation lump sum will be tax-free under current legislation, but the other 75% will be taxed subject to income tax at your highest tax rate.

Can I take early retirement?

You can retire without the Trustee's or your Employer's consent on an immediate pension from age 55 or earlier if you have a protected early retirement age. You may have a protected pension age if you joined the **NHSPS** before 6 April 2006. You should contact the Plan Administrator if you think this might apply to you.

Your Scheme Pension and Retiring Allowance will both be reduced to take account of early payment. The amount of the reduction will be determined by the Trustee, having considered actuarial advice.

For a **Pre-2008 NHSPS Member** the reduction takes into account the period between the date your pension becomes payable and the date you reach age 60.

For a **Post-2008 NHSPS Member** the reduction takes into account the period between the date your pension becomes payable and the date you reach your **Normal Retirement Date**.

What if I have to retire early because of Incapacity?

As long as you have at least two years' **Qualifying Service**, you can take your pension immediately if you are retiring because of **Partial** or **Full Incapacity**. Your benefits are calculated differently for each degree of incapacity, as described below:

- If you retire early because of **Full Incapacity**
 - for a **Post-2008 NHSPS Member** your **Pensionable Service** is increased by 2/3rds of your prospective **Pensionable Service** to **Normal Retirement Date**.
 - for a **Pre-2008 NHSPS Member**, your **Pensionable Service** is increased by the greater of
 - 2/3rds of your prospective **Pensionable Service** to age 60; or
 - in respect of retirement before 31 March 2016, the lesser of 4 years and the period of prospective **Pensionable Service** to age 60.
- If you retire early because of **Partial Incapacity**, your benefits are based on your **Pensionable Service**.

In both cases you will receive your pension unreduced for early payment.

Can I retire later than my Normal Retirement Date?

If you remain in Service after your **Normal Retirement Date** you will continue to accrue benefits in the Section unless you opt to cease to contribute. If you wish to exercise one of the options below you must give the Trustees notice one month before the event concerned.

You can opt to cease to contribute to the Section on your **Normal Retirement Date**. You will cease to be a **Member** in **Pensionable Service** and accrue no further benefits, and you will not be eligible to rejoin.

If you opt to cease to contribute, you can also opt to defer taking your pension from the Section. If you do so then when you decide to take your pension it may be increased by the Trustee to reflect the time between your **Normal Retirement Date** and the date your pension starts. The amount of any increase will be determined by the Trustee having considered actuarial advice.

If you opt to cease to contribute and do not opt to defer taking your pension you will receive your pension at your **Normal Retirement Date**.

If you remain in **Pensionable Service** after your **Normal Retirement Date** you will continue to pay contributions to the Section until the earliest of:

- the date you choose to cease to contribute;
- the date that you reach the age of 75; or
- the date on which you leave **Pensionable Service**.

Your benefits will be calculated in exactly the same way as at **Normal Retirement Date** when you choose to take them, but based on your **Final Pensionable Salary** and **Pensionable Service** on the date you cease to contribute.

If you elect to cease to contribute to the Plan before you cease being in **Service** then you may choose either to receive your benefits at the date you cease to contribute or at some later date (being not later than the date you leave **service**).

However you must take your pension by age 75.

Will my pension increase?

Your pension will be increased annually in payment. For those who joined the Plan between 1 April 2008 and 1 July 2011, the increases are in line with the Retail Prices Index. For those who joined on or after 1 July 2011, increases will be the same as if you remained in the **NHSPS**.

If you have a GMP (see page 12) this may be increased at a different rate.

What if I die whilst in Pensionable Service?

(a) Lump sum

If you die whilst in **Pensionable Service**, a lump sum will be payable under the Section.

The amount of the lump sum will be two times your **Pensionable Pay** at the date of your death if you do not leave any surviving **Spouse** and/or **Child** or two and a half times your **Pensionable Pay** if you are survived by a **Spouse** and/or **Child**. This lump sum will be payable regardless of whether or not you had reached your **Normal Retirement Date**. Any lump sum will be reduced by any lump sum benefit payable under a separate arrangement provided by your Employer.

This lump sum will be payable at the discretion of the Trustee.

(b) Spouse's pension

If you die whilst in **Pensionable Service** before your **Normal Retirement Date** with less than 2 years' **Qualifying Service** no **Spouse's** pension is payable.

If you die whilst in **Pensionable Service** before your **Normal Retirement Date** having completed at least 2 years' **Qualifying Service**, a pension is payable to your **Spouse**, calculated as follows:

- for a **Pre-2008 NHSPS Member**, your **Spouse** will receive 50% of the pension you would have been entitled to had you retired on grounds of **Full Incapacity** on the day you died;
- for a **Post-2008 NHSPS Member** your **Spouse** will receive 37.5% of the pension you would have been entitled to had you retired on grounds of **Full Incapacity** on the day you died.

If you die whilst in **Pensionable Service** on or after your **Normal Retirement Date**, a pension is payable to your **Spouse**, calculated as follows:

- for a **Pre-2008 NHSPS Member**, your **Spouse** will receive 50% of the pension you would have been entitled to had you retired on the day you died;
- for a **Post-2008 NHSPS Member** your **Spouse** will receive 37.5% of the pension you would have been entitled to had you retired on the day you died.

(c) Children's pensions

If you die whilst in **Pensionable Service** a pension will be payable to or for the benefit of your **Children**, calculated as follows:

(i) For Pre-2008 NHSPS Members:

Number of Children	Proportion of your pension
1	25%
2 or more	50% divided between the Children

Or, a pension based on 10 years' **Pensionable Service**, whichever is greater.

This amount will be increased if no **Spouse's** pension is payable, as follows:

Number of Children	Proportion of your pension
1	33.3%
2 or more	66.6% divided between the Children



(i) For Post-2008 NHSPS Members:

Number of Children	Proportion of your pension
1	18.75%
2 or more	37.5% divided between the Children

Or, a pension based on 10 years' **Pensionable Service**, whichever is greater.

This amount will be increased if no **Spouse's** pension is payable, as follows:

Number of Children	Proportion of your pension
1	25%
2 or more	50% divided between the Children

For these purposes your pension is:

- if you die before **Normal Retirement Date**, the pension you would have been entitled to had you retired on grounds of **Full Incapacity** on the day you died; or
- if you die on or after **Normal Retirement Date**, the pension you would have been entitled to had you retired on the day you died.

What if I die after my pension has started?

(a) Lump sum

If you die during the first five years of your pension, and prior to age 75, a lump sum will be payable. The lump sum will be calculated as the value of the first five years' worth of pension payments (ignoring any reduction for commutation or surrender), at the rate applicable at your death, minus the payments you actually received before your death. This is increased by 25% where you have a **Spouse** or **Child**, and by 50% where you have a **Spouse** and a **Child**.

This lump sum will be payable at the discretion of the Trustee.

No lump sum shall be payable if you had reached the age of 75 (or such later age as the Trustee may allow) at your date of their death. In that case, the pension referred above shall continue to be paid for the remainder of the five year period to such person as the Trustee may decide.

(b) Partner's pension

Your **Spouse** will be entitled to a pension if you die after your pension starts. The **Spouse's** pension is calculated as follows:

- for a **Pre-2008 NHSPS Member**, 50% of your pension;
- for a **Post-2008 NHSPS Member**, 37.5% of your pension.

Your pension will be the rate of pension you have at the date of your death, and will therefore include, for example, any enhancements for **Full Incapacity** and any reductions for early payment.

However, if you commuted part of your pension in order to provide a larger lump sum on retirement or surrendered for extra survivor's pensions, this commutation or surrender will be ignored for the purposes of calculating your **Spouse's** pension.

(c) Children's pensions

If you die after retiring, an annual pension will be payable to your **Children**. The amount of pension will be as follows:

(i) For Pre-2008 NHSPS Members the pension will be:

Number of Children	Proportion of your pension
1	25%
2 or more	50% divided between the Children

Or, a pension based on 10 years' **Pensionable Service**, whichever is greater.

This amount will be increased if no **Spouse's** pension is payable, as follows:

Number of Children	Proportion of your pension
1	33.3%
2 or more	66.6% divided between the Children

(i) For Post-2008 NHSPS Members:

Number of Children	Proportion of your pension
1	18.75%
2 or more	37.5% divided between the Children

Or, a pension based on 10 years' **Pensionable Service**, whichever is greater.

This amount will be increased if no **Spouse's** pension is payable, as follows:

Number of Children	Proportion of your pension
1	25%
2 or more	50% divided between the Children

Your pension will be the pension you have in payment at the date of your death, and will therefore for example include any enhancements for **Full Incapacity**.

However, if you commuted part of your pension in order to provide a larger lump sum on retirement or surrendered extra survivor's pensions, this commutation or surrender will be ignored for the purposes of calculating your **Children's** pension.

In either case where there are two or more **Children**, the pension will be divided amongst the **Children** as the Trustee sees fit.

What if I die after leaving Pensionable Service?

(a) Lump sum (Death Grant)

If you die after leaving **Pensionable Service** (for example, because you left **service** with your Employer) but before your pension has started, a lump sum will be payable. The amount of this will be:

- for a **Pre-2008 NHSPS Member** three times the pension that would have been payable to you had it started to be paid the day of your date of death.
- for a **Post-2008 NHSPS Member** two and a quarter times the pension that would have been payable to you had it started to be paid the day of your date of death.

(b) Spouse's and Children's pensions

Your **Spouse's** and **Children's** pensions will be calculated as if your pension had come into payment on the date of your death, allowing for revaluation. They will, therefore, be calculated in the same way as if you had died in retirement.

Who will receive the lump sum?

Lump sum death benefits payable under the Section are paid at the discretion of the Trustee, which means that lump sums can generally be paid free from inheritance tax. If you complete a Nomination Form then the Trustee can take your wishes into account when exercising its discretion. You should keep your Nomination Form up-to-date as your circumstances change.



Leaving the Section

If you have less than 3 months' Qualifying Service

If you have not transferred in benefits from another pension arrangement and if you leave **Pensionable Service** under the Section with less than 3 months' **Qualifying Service** and do not rejoin the Plan within one month and one day, you will be entitled to receive a refund of your own contributions to the Section (with interest), along with a refund in respect of any AVCs that you have paid.

For money purchase AVCs, the refund will be equal to your notional pot which may be more or less than the AVCs that you have actually paid. For added years AVCs, the refund will be your own contributions (with interest).

Your refund will be subject to tax and reduced by your share of the cost of reinstating you into S2P.

If you have at least 3 months' Qualifying Service and less than 2 years' Qualifying Service

If you have not transferred in benefits from another arrangement and you leave **Pensionable Service** under the Section with at least 3 months' **Qualifying Service** but less than 2 years' **Qualifying Service** and do not rejoin the Plan within one month and one day you will be entitled to receive a refund of your own contributions to the Section, on the same terms as set out above as if you had less than 3 months' **Qualifying Service**.

Alternatively, you can choose to take a transfer payment to another section within the Plan or another **Registered Pension Scheme**.

If you have at least 2 years' Qualifying Service

If you have at least 2 years' **Qualifying Service** or have transferred in benefits from another arrangement you will be entitled to a pension from the Section payable from the day after your **Normal Retirement Date**. This is referred to as a "preserved pension".

Your preserved pension will be increased from the date you leave **Pensionable Service** until the date your pension comes into payment. For those who joined between 1 April 2008 and 1 July 2011, the increases are in line with the Retail Prices Index. For other **members** increases will be the same as if you remained in the **NHSPS**.

If you have a GMP (see below) this may be increased at a different rate.

You will be able to take your pension before your **Normal Retirement Date** if you have a preserved pension and you are aged 55 or over. You will not need the consent of your Employer or the Trustee although your pension will be reduced if you retire early by an amount determined by the Trustee having considered actuarial advice to reflect its early payment. However, there is no reduction if you are a **Pre-2008 NHSPS Member** and take your benefits on or after age 60.

Further Information

The State Pension system

The Government currently provides two tiers of State pension: the Basic State Pension and the State Second Pension ('S2P').

The Basic State Pension is paid at a flat rate to everyone who has made sufficient National Insurance contributions throughout their working life.

The S2P is an additional pension paid on the basis of a proportion of your earnings, as calculated from your National Insurance records.

As explained in Section 2 (What about National Insurance contributions?) Level 10 provides benefits which enable the Section to be contracted-out of S2P.

Guaranteed Minimum Pension (GMP)

If you have transferred benefits into the Section that predate 6 April 1997, you may have an entitlement to a GMP. If so there may be additional limits to the benefits you can take from the Plan in some circumstances.

For example you may not be able to retire early if the reduced early retirement pension would mean that your pension at GMP Pension Age was less than that required under the legislation governing GMPs. Additionally the revaluation and annual increases for the GMP part of your pension are different to those applied to the rest of your pension. The GMP part of your pension will be increased in line with the statutory requirements.

If you want to know if you have any GMP entitlement, please contact the Plan Administrator, for more information.

Temporary absence because of illness

If you are temporarily absent from work because of illness your **Pensionable Service** will continue for so long as you are in **service** with your Employer. You will continue to pay contributions based on your actual paid earnings or the statutory benefits you receive for the period.

Family leave

Contributions and benefits in respect of periods of maternity leave, parental leave, adoption leave and other family leave are in accordance with statutory requirements. Please contact the Plan Administrator for more information.

Temporary absence other than because of illness or family leave

If you are temporarily absent for any reason other than illness or family leave you can continue to be in **Pensionable Service** for up to 36 months as long as there is a reasonable expectation that you will return to your employment. You must give notice in writing to your Employer within at least 30 days of the start of your leave of absence.

You will be required to pay contributions based on the **Pensionable Pay** you would have received if you had not been absent.

Working part-time

Periods of working part-time will count towards your **Pensionable Service**.

Pensions on divorce

If you are married or in a Civil Partnership but get divorced whilst you are entitled to benefits under the Section the court may order that your benefits in the section be split between you and your **Spouse** or Civil Partner.

If you require further information regarding pension sharing please contact the Plan Administrator. You should note that the divorcing couple must meet the costs of the extra administration created by a pension sharing order, however these charges are designed to be reasonable and easily understood.

Data protection

The Trustee has registered under data protection legislation. The Trustee and your Employer, as data controllers, both have a legal obligation and a legitimate interest in processing the data held about you for the purpose of operating the Plan. This may include passing on data about you to third parties involved with the Plan, such as the Plan Administrator and other advisers, which will be done in accordance with the Data Protection Act 1998. In addition, from time to time the Trustee may request your specific consent to the processing of certain data.

You have a right to request a copy of the personal details that are held about you and to check that these details are accurate.

Help and advice

If you have any queries about the information contained within this **Members'** Guide or about the Plan in general, or if you would like a copy of the Plan Annual Report, please contact the Plan Administrator at the address below:

Citrus Pension Plan
Capita
2 Cutlers Gate
Sheffield
S4 7TL

Telephone: 0114 273 7331
Email address: citrus@capita.co.uk

Alternatively, you may contact the Secretary to the Trustee, at the same address.

Complaints

Any concerns regarding the Plan and its administration should initially be raised with the Plan Administrator. If this does not produce a satisfactory response, and you wish to make a formal complaint, then you should contact the Secretary to the Trustee at the address above. There is also a formal **Internal Dispute Resolution Procedure** ('IDRP') you can follow; details of this are available from the Secretary to the Trustee. If your complaint cannot be settled internally, and you are not satisfied with the decision under the IDRP, then you can contact the organisations below.

The Pensions Advisory Service

The Pensions Advisory **Service** ('TPAS') is an independent organisation available at any time to assist scheme **members** and beneficiaries with queries or difficulties they have failed to resolve with their administrator or Trustee. TPAS can be contacted at the following address:

The Pensions Advisory Service
11 Belgrave Road,
London
SW1V 1RB

Telephone: 0845 601 2923
www.pensionsadvisoryservice.org.uk

If TPAS is unable to reach a satisfactory decision or feels your case is too complex, you can ask for your query to be passed to the Pensions Ombudsman.

The Pensions Ombudsman

The Pensions Ombudsman can investigate and determine any complaint or dispute involving maladministration or matters of fact or law, where the complaint has first been subject to the pension scheme's formal disputes resolution procedure and passed to TPAS. The Pensions Ombudsman can be contacted at the following address:

The Pensions Ombudsman
11 Belgrave Road
London
SW1V 1RB

Telephone: 020 7630 2200
www.pensions-ombudsman.org.uk

The Pensions Regulator

The Pensions Regulator ('TPR') is able to intervene in the running of a pension scheme where trustees, employers, or professional advisers have failed in their duties. TPR can be contacted at the following address:

The Pensions Regulator
Napier House
Trafalgar Place
Brighton
BN1 4DW

Telephone: 0845 600 0707
www.thepensionsregulator.gov.uk

The Pensions Tracing Service

You can also contact the Pensions Tracing Service, who may be able to help you if you have lost touch with a previous pension scheme. You can contact them at the following address:

Pensions Tracing Service
The Pension Service
Tyneview Park
Whitley Road
Newcastle upon Tyne
NE98 1BA

Telephone: 0845 600 2537
www.thepensionservice.gov.uk

Children / Child

A **child** of a **Member** who is:

- under 18,
- under 23 and in full-time education or professional or vocational training which will last for at least two years; or
- unable to support themselves due to physical or mental incapacity.

Contribution Pay

This is the your **Pensionable Pay** during the 12 months to the 31 March before the start of the **Scheme Year**. If you have not been in **Pensionable Service** for 12 months at the previous 31 March, the **Contribution Pay** shall be the annual equivalent of your **Pensionable Pay** during the period of **Pensionable Service**.

Final Pensionable Salary

If you are a **Pre-2008 NHSPS Member**, this is the greater of:

- your **Pensionable Pay** in the last 12 months of your active membership; and
- the highest **Pensionable Pay** in the three year period ending on the last day of active membership.

If you are a **Post 2008 NHSPS Member**, this is the greater of:

- your **Pensionable Pay** in the last 12 months of your active membership; and
- The highest annual average of the best three consecutive indexed **Scheme Years' Pensionable Pay** in the last ten years.

Full Incapacity

This means permanent, serious ill-health or incapacity which, in the opinion of a doctor appointed by your Employer and approved by the Trustee:

- prevents you following your normal employment or any other comparable employment with your Employer; and
- is expected to prevent you from undertaking gainful employment before you reach age 65.

Internal Dispute Resolution Procedure

The formal procedure that Level 10 **Members** may follow for complaints; details are available from the Secretary to the Trustee.

Member

A person who has been admitted to **membership** and who is currently or prospectively entitled to benefits in accordance with the Rules.

Normal Retirement Date

Your **Normal Retirement Date** is your 65th birthday.

Partial Incapacity

This means permanent, serious ill health or incapacity which, in the opinion of a doctor appointed by your Employer and approved by the Trustee:

- prevents you following your normal employment or any other comparable employment; and
- is expected to prevent you undertaking gainful employment for at least three years; but
- is not expected to prevent you undertaking gainful employment before you reach age 65.

Partner

Partner means:

- a **Member's Spouse** or, if there is no **Spouse**;
- a person with whom the **Member** was cohabiting in an exclusive, committed long term relationship; and
- the **Partner** and the **Member** were not prevented from marrying (or would not have been so prevented apart from being of the same sex); and
- either the **Partner** was financially dependent on the **Member** or the **Partner** and the **Member** were financially interdependent; and
- if the **Member** is informed of a requirement by the Trustee that it is necessary to make a declaration that they are partners, the **Member** has made such a declaration.

The Trustee shall have absolute discretion in determining whether or not a particular individual meets the criteria to qualify as a **Partner**.

Past Service Benefits

This is your gross salary or wages and shall include elements of remuneration that are treated as pensionable under the PCSPS on the day immediately before you joined the Section.

Pensionable Pay

Pensionable Pay This is your basic annual salary plus any allowances you are told are pensionable and any other elements which were pensionable under the **NHSPS**.

Pensionable Service

This is the amount of time you have been a **Member** of the Plan, in years and days. For **Post March 2008 Members** there is a maximum of 45 years **Pensionable Service**.

Post-2008 NHSPS Member

This is a Level 10 member who was a member of the **NHSPS** immediately before joining the Section and who joined the **NHSPS** on or after 1 April 2008 or who opted to be treated as such.

Pre-2008 NHSPS Member

This is a Level 10 member who was a member of the **NHSPS** immediately before joining the Section and who joined the **NHSPS** before 1 April 2008, but not including members who elected to be subject to the post 2008 rules under **NHSPS**.

Qualifying Service

Your **Qualifying Service** is the aggregate of:

- any periods of active membership in the Plan, plus
- any **Pensionable Service** that you had in the **NHSPS** (whether or not any benefit that you accrued whilst in the **NHSPS** is transferred).

Registered Pension Scheme

A registered scheme is a pension scheme which is registered with HMRC for the purposes of tax relief for contribution and benefits.

Scheme Year

Means the twelve calendar months commencing on 1st April in each year.

Service

Means employment as a permanent employee or director or as a Fixed Term Employee, with an Employer, whether in Great Britain, Northern Ireland or such other territory or territories as the Employers may from time to time agree.

Spouse

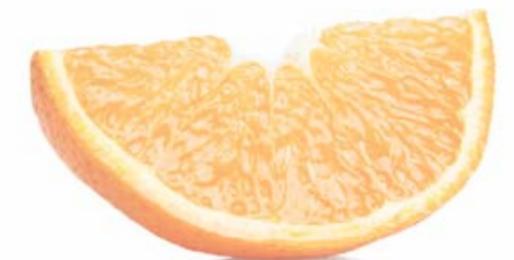
A **Spouse** means a person:

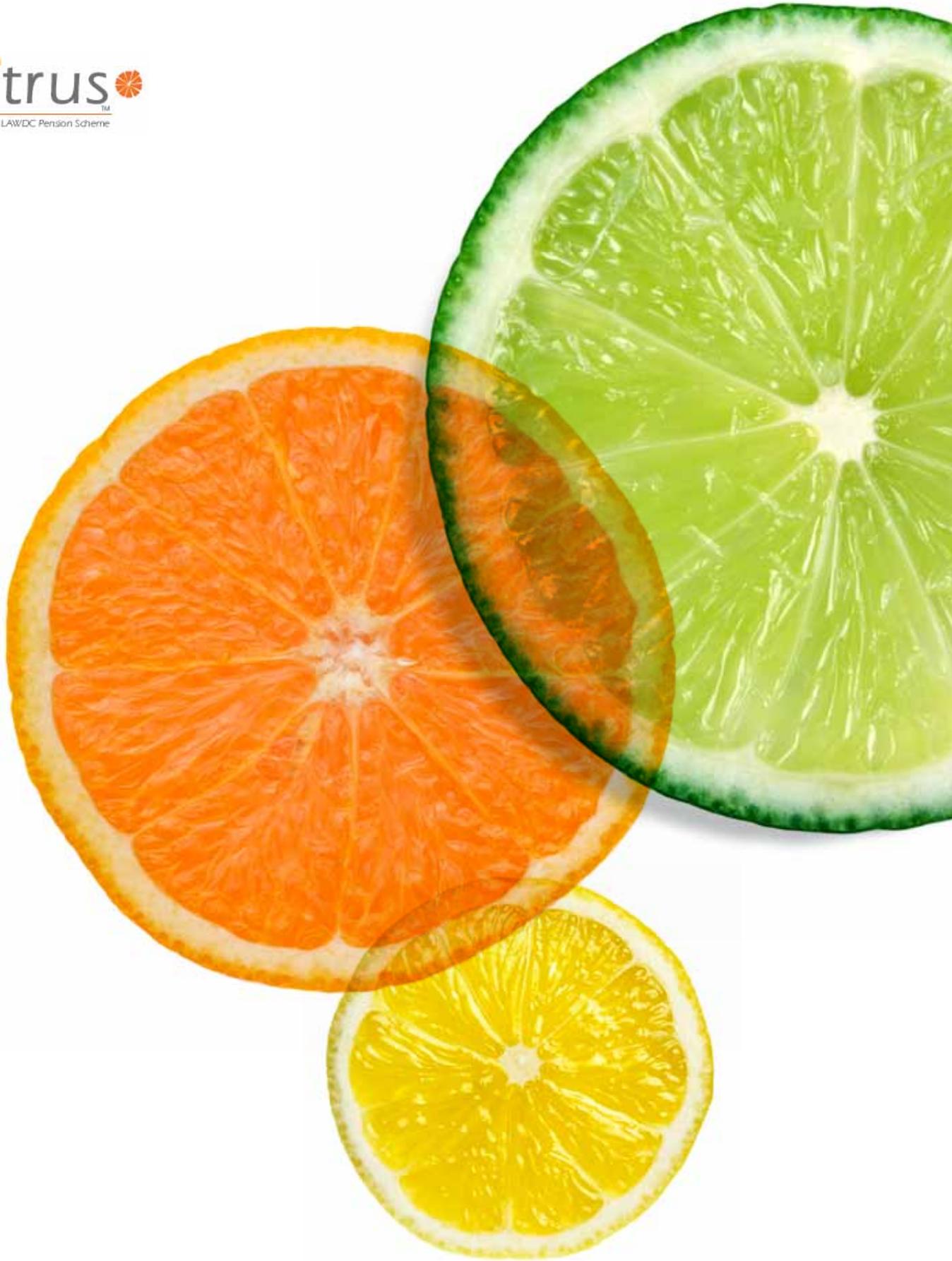
- who is married to you; or
- who is in a Civil Partnership with you (as defined by the Civil Partnership Act 2004),

at the date of your death.

If there is no such person the definition shall also include a person with whom the member was cohabiting in an exclusive, committed long term relationship, provided that:

- that person and the member were not prevented from marrying or entering into a Civil Partnership;
- that person was either financially dependant on the member or they were financially interdependent;
- if required by the Trustee, the member has made a declaration that they and that person were partners.





The Citrus Pension Plan **Level 10** Member's Guide