



The Citrus Pension Plan
Level 11 Member's Guide

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Introduction

Welcome to the Member's Guide for Level 11 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 11 provides benefits which are certified as broadly equivalent to those in the Principal Civil Service Pension Scheme ('PCSPS') **NUVOS**.

This Member's Guide gives a brief introduction to the benefits payable in respect of Level 11 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 11

- A pension 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 **Partner** 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 11 member?

You can join your Employer's Section as a Level 11 member if you were:

- a **NUVOS** member at the date of transfer of your employment;
- a person entitled to membership of **NUVOS** 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; or
- a member of your Employer's **Stakeholder Scheme** when your employment transferred.

If you were a **NUVOS** member at the date of transfer of your employment you will automatically become a Level 11 member of your Employer's Section, 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 **NUVOS** 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.

If you were a member of your Employer's **Stakeholder Scheme** when your employment transferred then you will be eligible to join if you wish.

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 2012/2013 **Scheme Year**. **Contribution Pay** bands can be amended annually to mirror those applicable in the PCSPS for the relevant **scheme year**.

Contribution Pay 2011/2012	Member contribution rate
Up to £15,000	3.5%
£15,001 to £21,000	4.1%
£21,001 to £30,000	4.7%
£30,001 to £50,000	5.1%
£50,001 to £60,000	5.5%
Over £60,000	5.9%

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 be reduced 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 may 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 paid 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 11 meet the statutory test to be contracted-out of the State Second Pension ('S2P'). This means that Level 11 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 11 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 charge. It is possible for the pot to decrease in value.

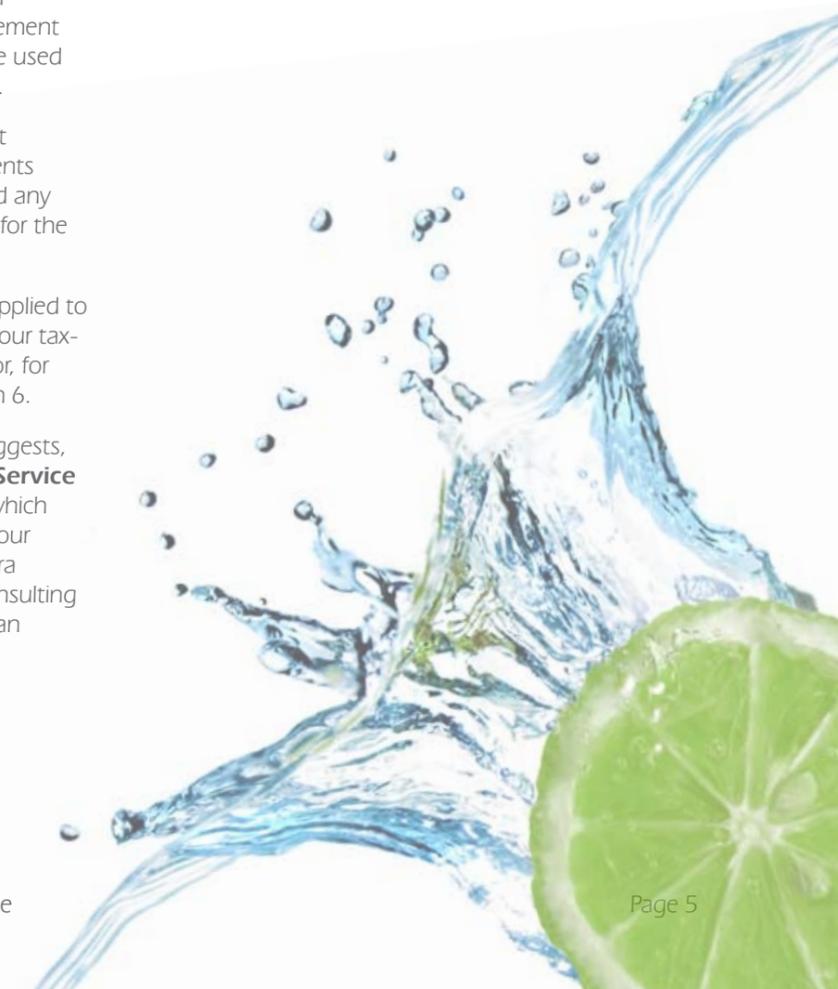
When you come to retire, the notional pot can be applied to provide you with additional pension or to increase your tax-free lump sum. Please contact the Plan Administrator, for more information, whose details are given in Section 6.

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 (which is explained below) 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. Please contact the Plan Administrator, for more information.

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?

Your pension under Level 11 payable at **Normal Retirement Date** is calculated as:

- For each **Scheme Year** as a **Member** in **Pensionable Service** 2.3% of the aggregate of your **Pensionable Pay** in the **Scheme Year** revalued on each **Anniversary Date** by the rate of pension increase that would apply in the PCSPS from the first **Anniversary Date** after the end of the **Scheme Year** until your **Normal Retirement Date**; plus
- Any **Past Service Benefits** provided that benefits in respect of **Linked Service** transferred into the Section shall be calculated as $1 / 60 \times \text{Final Pensionable Pay} \times \text{Linked Service}$.

Can I take a lump sum?

If you wish, you can surrender part of your pension to provide a lump sum at retirement.

You can usually take up to 25% of the capital value of your pension when it comes 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.

If the Trustee considers that by paying the amount of lump sum you have elected to receive it will become liable to pay tax on this payment, the Trustee may reduce the lump sum to an amount on which it considers no tax will be payable.

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. You must give notice in writing to the Trustee not less than one month before your proposed retirement date.

Your pension will be revalued to the date of your retirement instead of your **Normal Retirement Date**, and reduced to take account of early payment. The amount of the reduction will be determined by the Trustee, having considered actuarial advice.



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 **Partial Incapacity**, for each **Scheme Year** you were an **Active Member**, your pension will be calculated at the rate of 2.3% of the aggregate of your **Pensionable Pay** during the **Scheme Year**, revalued on each **Anniversary Date** in line with the rate of pension increase that would apply in the PCSPS from the first **Anniversary Date** after the end of the **Scheme Year** until your date of retirement on **Partial Incapacity**.
- In addition, you will receive any **Past Service Benefits** in respect of **Linked Service** transferred into the Section calculated as $1 / 60 \times \text{Final Pensionable Pay} \times \text{Linked Service}$.
- If you retire early because of **Full Incapacity**, the amount of pension you receive will be the same as for **Partial Incapacity** plus an additional pension calculated as $\text{Basic Pension} / \text{NUVOS Service} \times \text{period from date of retirement to age 65}$.

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 and 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**,

this being your "Exit Date".

Your benefits will be calculated in exactly the same way as at **Normal Retirement Date** but revalued to the date your exit date instead of your **Normal Retirement Date**.

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 age 75).

Will my pension increase?

Your pension will be increased annually in payment in line with the rate of pension increases in the PCSPS. If you have a GMP (see page 11) this may be increased at a different rate.

Death benefits

What if I die whilst in Pensionable Service?

(a) Lump sum (Death Grant)

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

The amount of the lump sum shall be the greater of two times your Pay at the date of your death less any lump sum payable under **NUVOS**, and, five times the pension that would have been payable to you, had you retired on unreduced pension on the day you died.

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) Partner's pension

If you die whilst in **Pensionable Service** the **Partner's** pension is equal to 37.5% of your enhanced pension, where your enhanced pension is:

(i) the pension that would have been payable if you had retired on unreduced pension on the date of your death (ignoring any election to give up part of your pension; plus

(ii) an additional pension of:

Basic Pension/ NUVOS Service x Lower of a, b or c

where:

a is 10;

b is the period between the date of death and your **Normal Retirement Date**; and

c is your **NUVOS Service**.

(c) Children's pensions

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

Number of Children	Proportion of enhanced pension under (b) above
1	30%
2	60% divided between the Children

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

Number of Children	Proportion of enhanced pension under (b) above
1	50%
2	100% divided between the Children

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 my pension has started?

(a) Lump sum (Death Grant)

If you die during the first five years of your pension, and prior to age 75, a lump sum will be payable if no **Partner's** pension is payable under section (b) below. The lump sum will be calculated as the value of the first five years' worth of pension payments (ignoring prospective increases after death), minus the payments you actually received before your death. However, if you surrendered part of your pension in order to provide a lump sum at retirement or an extra survivor's pension, this surrender will be ignored for the purposes of calculating your lump sum.

(b) Partner's pension

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

- 37.5% of your enhanced pension where you have retired on grounds of **Full Incapacity**; or
- In all other cases, 37.5% of your pension at the rate in force at the date of your death.

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

(c) Children's pensions

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

Number of Children	Proportion of your pension under (b) for death in service
1	30%
2	60% divided between the Children

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

Number of Children	Proportion of your enhanced pension under (b) for death in service
1	50%
2	100% divided between the Children

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 will be five times the amount of the pension that would be payable to you for the first year of payment had the pension started to be paid on the day you died (ignoring prospective increases in payment after the date of death).

(b) Partner's and Children's pensions

Your **Partner's** and **Children's** pensions will be calculated as if your pension had come into payment on the date of your death. They will, therefore, be calculated in the same method 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 Section 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 you 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 pension is calculated as described in section 3 above but revalued under those provisions to your date of leaving instead of your **Normal Retirement Date**.

Your preserved pension will be increased each year from the date you leave **Pensionable Service** until the date your pension comes into payment in line with legislation which governs the rate of pension increases in the PCSPS. If you have a GMP (see page 11) 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.

You may elect to take your pension after your **Normal Retirement Date** but no later than age 75. The pension may be increased at the Trustee's discretion by an amount determined by the Trustee having considered actuarial advice to reflect its late payment.

If you wish to retire either early or late you must give the Trustee notice in writing not less than one month before the event.



Further information

Maximum Benefits under Level 11

Any pension payable to or in respect of a **Member** under Level Eleven shall not in any event exceed:

- in respect of a benefit payable to a **Member**, 75% of the **Member's Final Pensionable Pay**; and
- in respect of any other benefit calculated on the basis of a **Member's** pension, the **Member's** pension for the calculation shall not exceed 75% of the **Member's Pensionable Pay** at the relevant date,

and this Rule shall override any inconsistent provision.

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 11 provides benefits which enable the Section to be contracted-out of S2P.

Guaranteed Minimum Pension

If you have transferred benefits into the Section that pre-date 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

Active Member

Active Member means a **Member in Service** who has not attained **Normal Retirement Date** and who is by reason of contributions made by or in respect of him earning benefits under the Plan by reference to **Service**.

Anniversary Date

Means 1 April in each **Scheme Year**.

Basic Pension

Means the pension that you have accrued as a Level Eleven **Member**, plus pension attributable to a transfer payment made to the Plan from **NUVOS**, but excluding any additional pension purchased or pension attributable to any other transfers in, **Linked Service** or additional contributions.

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 Pay

This is the greater of:

- your **Pensionable Pay** in the last 12 months of your **Pensionable Service**;
- the annual average of the best 3 consecutive years' **Pensionable Pay** ending not earlier than 13 years before **Normal Retirement Date** or the earlier date of cessation of **Pensionable Service**.

Where **Final Pensionable Pay** is calculated on the basis of **Pensionable Pay** in a year earlier than the last complete tax year (or is calculated using the average of a number of such years) it will be adjusted in line with increases under the Pensions (Increase) Act 1971 (or any subsequent legislation which governs the rate of pension increases in the PCSPS) for the purposes of this definition to the end of the last complete tax year prior to your date of retirement.

Full Incapacity

This means serious physical or mental ill-health or **incapacity** which, in the opinion of the Trustee following consideration of such medical evidence as the Trustee considers appropriate, prevents you following your normal employment or any other comparable employment with your Employer.

In determining whether a **Member** satisfies the test of **Incapacity** the Trustee and the Employers shall comply with the provisions of Paragraph 1 of Part 1 of Schedule 28 of the Finance Act.

Internal Dispute Resolution Procedure

The formal procedure that Level 11 **Members** may follow for complaints; details are available from the Secretary to the Trustee.

Linked Service

Means the aggregate period of any **pensionable service** under PCSPS (other than under **NUVOS**) that you elected to link to your **NUVOS service** before the transfer of employment.

Member

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

Minimum Pensionable Age

This means the earliest age at which the **Member** may take early retirement under the provisions of the Finance Act 2004.

Normal Retirement Date

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

NUVOS

This defines the **NUVOS** level of the PCSPS.

NUVOS Service

Means **Pensionable Service** as a Level Eleven **Member** plus any periods of **pensionable service** under **NUVOS** in respect of which a transfer payment is made to the Plan.



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.

Pay

If you die in **Pensionable Service** this means the greater of:

- Pensionable Pay** in the 12 months ending on the last day of your **Pensionable Service**; and
- the highest **Pensionable Pay** over a **Scheme Year** in any of the last 10 years ending on the last day of your **Pensionable Service**. In making this calculation, your **Pensionable Pay** in relation to each **Scheme Year** other than the last complete **Scheme Year** shall be increased by the percentage increase that governs the rate of pension increases in the PCSPS, from the last day of the **Scheme Year** up to the first day of the last complete **Scheme Year**.

Pensionable Pay

This is your gross salary including anything pensionable under **NUVOS**.

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**.

Qualifying Service

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

- any periods of **Pensionable Service** in the Plan; plus
- any period of employment which qualifies you for benefit under the PCSPS (excluding **NUVOS**); plus
- **service** granted for a transfer-in.

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

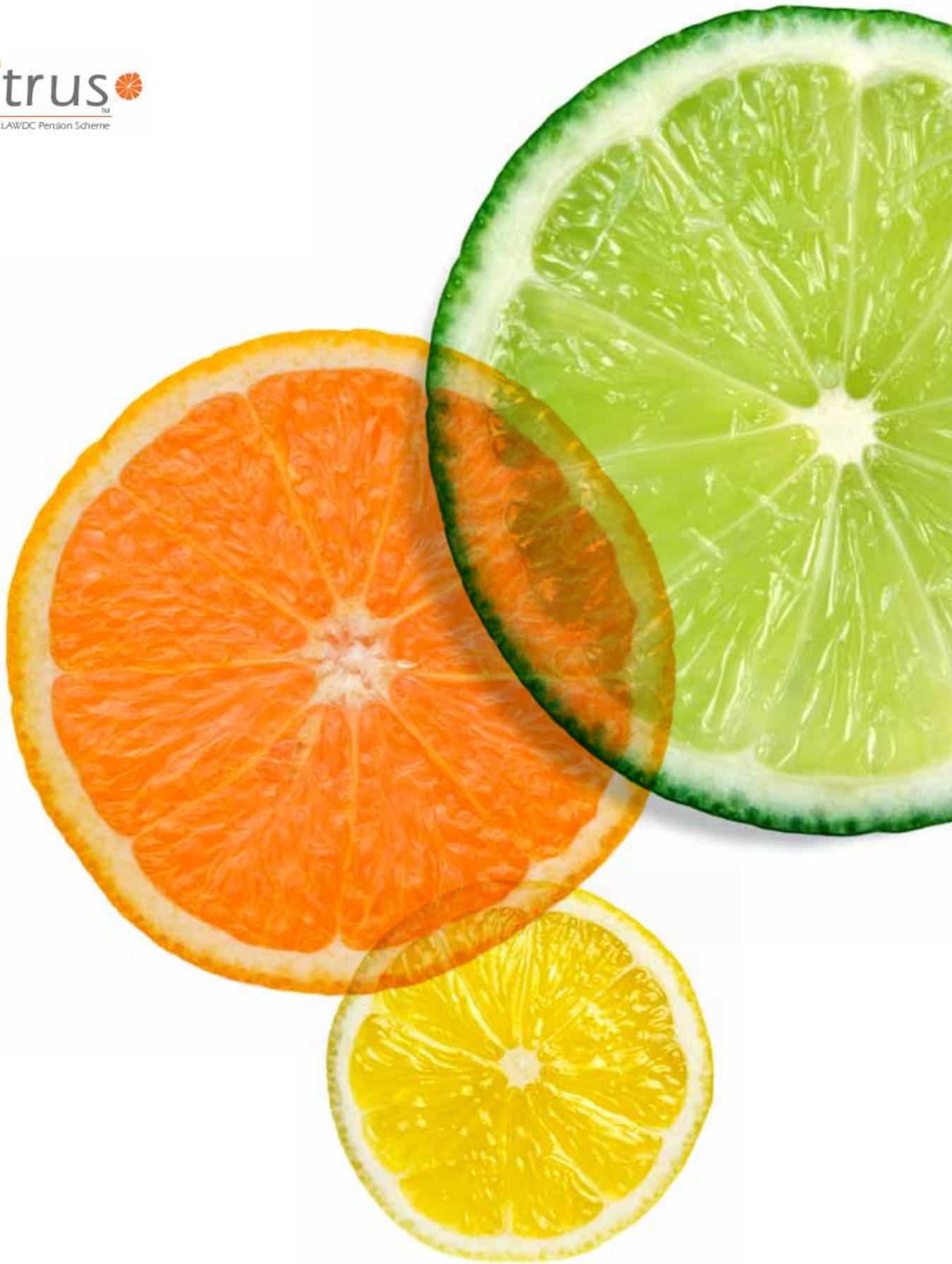
Means the twelve calendar months commencing on 1st April in each year.

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.

Stakeholder Scheme

Means a scheme designated by your Employer which meets the requirements of component C3(A) or C3(B), (as appropriate) under the certificate of broad comparability issued by the Government Actuary's Department in force at the date of your transfer to your Employer, being a scheme which is broadly comparable to the partnership level of the PCSPS.



The Citrus Pension Plan **Level 11** Member's Guide