



The Citrus Pension Plan  
**Level 9** Members' Guide

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## Introduction

Welcome to the Members' Guide for Level 9 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 9 provides benefits which are broadly equivalent to the LGPS, subject to any amendments made after joining.

This booklet gives a brief introduction to the benefits payable in respect of Level 9 members. However, the Plan is governed by a Trust Deed and Rules, and in the event of any inconsistency between this Members' Guide and the Trust Deed and Rules, the Trust Deed and Rules will take precedence. Some technical terms are used throughout this Members' Guide. These are printed in **bold** and explained in the Glossary on page 14.

### Summary of benefits under Level 9

- A pension and, in respect of any service before 1 April 2008, a lump sum at retirement based on your earnings and **Pensionable Service**
- Annual increases to your pension in payment
- The option to retire early (which may require 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 allowances for your **Children** when you die
- The option to increase your benefits by paying Additional Voluntary Contributions

# Membership of the Plan

## Can I join the Section as a Level 9 member?

You can join your Employer's Section as a Level 9 member if:

- 1 You are eligible – your Employer will tell you if you are eligible; and
- 2 You are between the ages of 16 and 65.

If you fulfil these criteria and you are not a casual worker you will automatically become a Level 9 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 are a casual worker and you wish to join the Section, you should notify your Employer in writing within 30 days of first becoming eligible, and you will become a Level 9 member with effect from the date that you became eligible.

## How much do I contribute?

The amount you contribute to the Section depends on how much you earn. The table below shows the rates as at 2010/11. These rates are increased each year in line with inflation.

Contribution Pay	Member contribution rate
0 - £12,600	5.5%
£12,601 - £14,700	5.8%
£14,701 - £18,900	5.9%
£18,901 - £31,500	6.5%
£31,501 - £42,000	6.8%
£42,001 - £78,750	7.2%
£78,751 and over	7.5%

If you were previously a member of the LGPS there are special rates applicable if you were entitled to contribute to the LGPS at a lower rate immediately prior to joining the Section.

## 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 so that you are not required to pay contributions directly 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 advice from the Plan's Actuary, to meet the balance of the cost of providing the benefits payable under the Section.

The Plan's Actuary (a qualified, independent professional) values the assets and liabilities of the Section every three years and advises the Trustee of the amount 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 the costs of the lump sum benefit payable under the Section if you die in **Pensionable Service** before retirement (see the section, '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. At the current basic rate of income tax (20%) this means that each £1 you pay in pension contributions only actually costs you 80p. And if you are a higher rate taxpayer, each £1 you pay costs you just 60p.

If you earn over £150,000 per year there may be some additional limits on the tax relief available for contributions into the Section. If you do earn over this amount you should contact the Plan Administrator, Capita Hartshead Ltd, whose details are available on page 12, for more information.

## 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 your total pensions 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:

- 1 100% of your total salary (or £3,600 if greater); and
- 2 £255,000 for the 2010/11 tax year (the Annual Allowance) (this limit may increase in future tax years).

For these purposes, the annual increase in the value of your pension is multiplied by 20 to give it a capital value. This is added to any 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 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. Again, this applies to your benefits under all tax registered pension schemes. For the 2010/11 tax year the limit is £1.8 million (this limit may increase in future tax years).

Your pension benefit 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 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 applicable at your retirement, your benefits will be subject to additional tax charges.

## What about National Insurance contributions?

The benefits provided under Level 9 meet the statutory test to be contracted-out of the State Second Pension (S2P). This means that Level 9 provides benefits that are at least as good as most members would receive if they had been in the S2P. If you are contracted out, this means that both you and your Employer pay lower National Insurance contributions and you do not build up an entitlement to S2P (see the section, 'Further information' for further details). If you participate in a salary sacrifice arrangement (see page 4) then under current legislation there will be further National Insurance contribution savings.

## 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 9 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 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. For more information, contact the Plan Administrator, Capita Hartshead Ltd, whose details can be found on page 12.

Added years AVCs work differently. As the name suggests, you effectively 'buy' extra periods of **Pensionable Service** in the Section which count towards your Scheme 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's Actuary for guidance. You should contact the Plan Administrator to find out more.

You may also be entitled to Shared Cost AVCs (SCAVCs) if you were previously a LGPS member who made or was entitled to SCAVCs or if your Employer otherwise determines that you are eligible. Contact your Employer 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 specifies 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](http://www.unbiased.co.uk).



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

Benefits for Level 9 members consist of:

- a Scheme pension plus
- for **Pensionable Service** before 1 April 2008, a Retiring Allowance plus
- Any money purchase AVCs or SCAVCs

Your Scheme pension is calculated as:

For **Pensionable Service** up to 31 March 2008:

$\frac{1}{80} \times \text{Pensionable Remuneration} \times \text{Pensionable Service}$

For **Pensionable Service** from 1 April 2008 onwards:

$\frac{1}{60} \times \text{Final Pensionable Pay} \times \text{Pensionable Service}$

Your Retiring Allowance is calculated as:

For **Pensionable Service** up to 31 March 2008 only:

$\frac{3}{80} \times \text{Pensionable Remuneration} \times \text{Pensionable Service}$

Please note that you do not accrue any further entitlement to a Retiring Allowance from 1 April 2008 onwards.

## Can I take a larger lump sum?

If you wish, you can surrender part of your pension to provide an extra lump sum on top of your Retiring Allowance (if any).

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 £12 of lump sum benefit for every £1 of pension you give up.

Contact the Plan Administrator, Capita Hartshead Ltd, for more details of this option.

## 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 1% or less of the Lifetime Allowance when you come to retire, and you are aged between 60 and 75 at your 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. If this results in an overpayment of tax, you will be able to reclaim this via your tax return.

## Can I take early retirement?

As long as you have at least three months' **Qualifying Service** (or you have transferred in benefits from a previous pension scheme), you can retire on immediate pension from age 55, unless you have a protected early retirement age. You should contact the Plan Administrator, Capita Hartshead Ltd if you think this might apply to you.

However, if you retire before the age of 60, please note that your Employer must give consent to this.

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 taken advice from the Plan's Actuary.

The reduction takes account of the period before **Normal Retirement Date** that your pension becomes payable. For the **Rule of 85** pension, the reduction takes account of the period before your **Rule of 85** date (see page 7).

Your pension may not be reduced in respect of early payment if you have been obliged to retire because of redundancy or on the grounds of business efficiency, and if you have at least two years' **Qualifying Service**.

## Rule of 85

The **Rule of 85** allows those who left before 1 December 2006 to retire early without any reduction to the amount of their pension so long as their age and the length of their **Qualifying Service** add up to at least 85. So, for example, a member who was 55 and had 36 years' **Qualifying Service** could retire early with no reduction to their pension. Under existing legislation a transitional pension may also be payable if you were accruing or were eligible to accrue pension entitlements under the LGPS immediately prior to becoming a Level 9 member – you should check with the Plan Administrator for details.

The **Rule of 85** has been removed from the LGPS with effect from December 2006. If you were an active member (of a relevant Section of the Plan or the LGPS) on 30 November 2006, you benefit from protections against the removal of the **Rule of 85**. In that case, part of your pension may still be unreduced for early payment if you retire before 2020.

If you believe that the **Rule of 85** applies to you, contact the Plan Administrator for confirmation.

## What if I have to retire early because of incapacity?

As long as you have at least three months' **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**, your benefits will be enhanced by increasing your **Pensionable Service** by 100% of your potential **Pensionable Service** had you remained in **Pensionable Service** until your **Normal Retirement Date**. So, for example, if you are aged 45 and you retire due to **Full Incapacity**, your **Pensionable Service** would be increased by 20 years for the purposes of calculating your benefits. There will be no reduction for early payment.
- If you retire early because of **Partial Incapacity**, your benefits will be enhanced by increasing your **Pensionable Service** by 25% of your potential **Pensionable Service** had you remained in **Pensionable Service** until your **Normal Retirement Date**.
- If you retire early because of **Temporary Incapacity** your pension will not be reduced for early payment but it will not be enhanced by awarding you with any additional **Pensionable Service**. Your pension may be reviewed by the Trustee every 18 months after it comes into payment and, if you have improved, your pension may be stopped.

If you were a member of a relevant Section of the Plan or the LGPS prior to 1 April 2008, you may be entitled to more generous enhancements of **Pensionable Service** in the event of **Full Incapacity**. If you think this may apply to you, you can contact the Plan Administrator for more information.

## Can I retire later than my Normal Retirement Date?

You may elect to remain in **Pensionable Service** if you remain in service after your **Normal Retirement Date** if you wish. In that case, you will continue to pay contributions to the Section, and 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 Pay** and **Pensionable Service** when you retire.

Alternatively, by giving the Trustee notice within 30 days of your **Normal Retirement Date** you can elect to terminate your **Pensionable Service** at **Normal Retirement Date** and receive your benefits at or after **Normal Retirement Date**. Your benefits will be calculated in the same way as for retirement at **Normal Retirement Date**, and then increased, if you elect to receive them later than at **Normal Retirement Date**, to take account of late payment. The amount of the increase will be determined by the Trustee having taken advice from the Plan's Actuary.

You must take your pension by age 75.

## Will my pension increase?

Unless your Employer has opted to cap pension increases, pensions in payment in respect of benefits in excess of the Guaranteed Minimum Pension (GMP) – see the section, 'Further information' – will increase in line with the Retail Prices Index in the previous calendar year. Any benefits which reflect GMPs will be increased in line with statutory increases.

If your Employer has opted to cap pension increases, then pensions in payment in respect of benefits in excess of the GMP will increase in line with the Retail Prices Index, subject to that cap. You will have been notified if your Employer has introduced a cap which applies to you.

## What if I die whilst an active Level 9 member?

### (a) Lump sum

If you die whilst in **Pensionable Service**, a lump sum will be payable under the Section, unless your Employer provides an equivalent or greater lump sum benefit under a separate arrangement. The amount of the lump sum will be three times your **Pensionable Pay** at the date of your death. This lump sum will be payable regardless of whether or not you had reached your **Normal Retirement Date**.

### (b) Spouse's pension

If you have at least three months' **Qualifying Service**, a pension will be payable to your spouse, calculated as follows:

If you have not reached your **Normal Retirement Date** at the date of your death:

- In respect of **Pensionable Service** prior to 1 April 2008, your spouse will receive 50% of the pension you would have received had you retired on an unreduced pension immediately before your death.
- In respect of **Pensionable Service** from 1 April 2008 onwards, your spouse will receive 37.5% of the pension you would have been entitled to had you retired on the grounds of **Full Incapacity** immediately before your death.

If you have reached your **Normal Retirement Date** at the date of your death (but were still a contributing member) your spouse will receive the amount he or she would have been entitled to had you retired on immediate pension the day before you died.

### (c) Children's pensions

As long as you have at least three months' **Qualifying Service**, a pension will be payable to your **children** should you die whilst in **Pensionable Service**.

**Children's** pensions will be calculated as follows:

Number of <b>children</b>	Proportion of your pension had you retired due to <b>Full Incapacity</b> on the day you died
1	1/4
2 or more	1/2 divided between the <b>children</b>

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

Number of <b>children</b>	Proportion of your pension had you retired due to <b>Full Incapacity</b> on the day you died
1	1/3
2 or more	2/3 divided between the <b>children</b>

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 I have retired?

### (a) Lump sum

If you die during the first ten years of your retirement, a lump sum will be payable. The lump sum will be calculated as the value of ten years' worth of pension payments, minus the payments you actually received before your death.

Note that for these purposes, annual increases to the value of your pension are taken into account for the period before your death, but any increases after your death are ignored.

### (b) Spouse's pension

Your spouse will be entitled to a pension whether or not you die within ten years of retirement. The spouse's pension is calculated as follows:

- 50% of your pension for **Pensionable Service** prior to 1 April 2008
- plus
- 37.5% of your pension for **Pensionable Service** from 1 April 2008 onwards.

If part of your pension included prospective **Pensionable Service** because you retired early on the grounds of **Full Incapacity, Partial Incapacity** or **Temporary Incapacity**, the prospective **Pensionable Service** will be pension attributable to **Pensionable Service** from 1 April 2008 onwards.

If your pension was reduced to take account of early retirement, this will be taken into account. However, if you surrendered part of your pension in order to provide a larger lump sum on retirement or extra survivor's pensions, this surrender will be ignored for the purposes of calculating your spouse's pension.

### (c) Children's pensions

An annual pension will be payable to your **children**. The amount of pension will be as follows:

Number of <b>children</b>	Proportion of your pension at the date of your death
1	1/4
2 or more	1/2 divided between the <b>children</b>

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

Number of <b>children</b>	Proportion of your pension at the date of your death
1	1/3
2 or more	2/3 divided between the <b>children</b>

For the purposes of calculating **children's** pensions, if part of your pension included prospective **Pensionable Service** because you retired early on the grounds of **Full Incapacity, Partial Incapacity** or **Temporary Incapacity**, the prospective **Pensionable Service** will be pension attributable to **Pensionable Service** from 1 April 2008 onwards.

If your pension was reduced to take account of early retirement, this will be taken into account. However, if you surrendered part of your pension in order to provide a larger lump sum on retirement or extra survivor's pensions, this surrender will be ignored for the purposes of calculating your spouse's pension.

## What if I die after leaving Pensionable Service?

### (a) Lump sums

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

- In respect of your **Pensionable Service** prior to 1 April 2008, three times your preserved annual pension including increases to date of death
- plus
- In respect of your **Pensionable Service** from 1 April 2008 onwards, five times your preserved annual pension including increases to date of death.

### (b) Spouse's and Children's pensions

Spouse'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 way as described for death 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 three 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 three months' **Qualifying Service** and do not rejoin or join another 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 (see page 5), the refund will be equal to the 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 (currently 20% on the first £10,800 and 40% above this), and your share of the cost for reinstating you into S2P.

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 three months' Qualifying Service

You will be entitled to a preserved pension within the Section payable from 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 by the rate of increase to the Retail Prices Index.

You will be able to take your pension before your **Normal Retirement Date** if you have a preserved pension and:

- 1 You have left service
- 2 You are aged 55 or you suffer from **Full, Partial** or **Temporary Incapacity**.

Your pension will be reduced if you retire early, unless:

- 1 You suffer from **Full Incapacity**
- 2 You have reached your **Rule of 85** date and, if you are under age 60, your Employer consents; or
- 3 Your Employer consents on compassionate grounds.



## 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). (S2P replaced the State Earnings-Related Pension Scheme or SERPS in April 2002.)

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

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

Level 9 provides benefits which enable the Section to be contracted out of S2P. Being contracted out means that you and your Employer pay reduced National Insurance contributions and you do not build up any S2P entitlement during your active period of membership of the Section.

### Guaranteed Minimum Pension (GMP)

Before 6 April 1997 a contracted out scheme was obliged to provide a minimum benefit known as the Guaranteed Minimum Pension (GMP) which replaces an individual's S2P entitlement for the period of contracted out membership.

From 6 April 1997, a scheme cannot provide GMP benefits in respect of pensionable service from that date in order to be contracted out. Instead the scheme needs to demonstrate that it provides benefits that are at least as good as most members would receive if they had been in the S2P. The Plan's Actuary has provided a certificate that Level 9 benefits satisfy this test.

If you have any pre 6 April 1997 contracted out membership (for example, because of a transfer payment that was paid into the Section), your pension from the Plan cannot be less than the GMP due to you at GMP Pension Age. This places certain limits on 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 your GMP.

Annual increases to the GMP part of your pension are different to those applied to the rest of your pension. Your GMP pension is increased by the Section and by the State. The Section will pay increases in line with the Retail Prices Index, up to a maximum of 3%, in respect of contracted out employment from 6 April 1988 to 5 April 1997. Any additional increases needed to keep pace with inflation will be paid by the State through your State pension.

### Temporary absence other than family leave

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

If you are temporarily absent for any reason other than illness or family leave (see below), your **Pensionable Service** will continue 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.

### Family leave

Periods of paid maternity, paternity, parental or adoption leave are counted as **Pensionable Service**. Your contributions during such absence will be based on the actual pay or statutory pay (for example, SMP) you receive during these periods of absence.

During any periods of unpaid family leave, you will not be required to contribute to the Section and the absence will not count as **Pensionable Service**. When you return to work, you will have the option to make up the period of **Pensionable Service** by paying the contributions that you would have paid during the absence, based on the **Pensionable Pay** that you would have received had you not been absent.

### Working part-time

Periods of working part-time will count towards your **Pensionable Service**, unless you opt to end your active membership of the Section. When calculating your benefits, your **Pensionable Pay** will be calculated at its full time equivalent rate and your **Pensionable Service** will be converted to the appropriate proportion. For more information please contact the Plan Administrator.

### Pensions on divorce

For divorce proceedings commencing after 1 December 2000, a court may order that pensions be split between a member and his or her spouse/ex-spouse. 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.

### Data protection

Throughout this booklet, references to a 'spouse' include registered civil partnerships following the Civil Partnership Act 2004.

### Help and advice

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

Citrus Pension Plan  
Capita Hartshead  
2 Cutlers Gate  
Sheffield  
S2 4TL

Tel: 0114 273 7331

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 opposite.

### 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

Website: [www.pensionsadvisoryservice.org.uk](http://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 7821 2200

Website: [www.pensions-ombudsman.org.uk](http://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: 0870 606 3636

Website: [www.thepensionsregulator.gov.uk](http://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 6002 537

Website: [www.direct.gov.uk](http://www.direct.gov.uk)

## Children

A child of a member who is:

- under 18, or
- 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

At any time, this is your Pensionable Pay on the previous 31 March.

## Earnings Cap

The notional earnings cap for 2010/11 is £123,600.

Before the introduction of the new pensions tax regime on 6 April 2006, an 'earnings cap' limited both contributions and benefits of tax approved pension schemes. This cap disappeared under the new regime but remains a feature of the Plan.

To help those schemes whose rules still restrict benefits by reference to the earnings cap, Her Majesty's Revenue & Customs (HMRC) agreed to publish details of a notional earnings cap setting out what the earnings cap would have been had it still been in existence.

## Final Pensionable Pay

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 tax years' Pensionable Pay in the last ten years.

## Full Incapacity

This means serious, 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 (IDRP)

The formal procedure that Level 9 members may follow for complaints; details are available from the Secretary to the Trustee.

## 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; but
- is not expected to prevent you undertaking gainful employment before you reach age 65.

## Pensionable Pay

This is your basic annual salary plus any allowances you are told are pensionable.

## Pensionable Remuneration

For service prior to 1 April 2008, this is the greater of:

- your pensionable earnings in the last 12 months of active membership; or
- your pensionable earnings in either of the two preceding years.

If you are a part-time employee, your pensionable earnings will be calculated on the basis of your full-time equivalent earnings.

If you receive bonuses or extra pay which your Employer tells you are pensionable, these will be averaged over the three years prior to your retirement.

## Pensionable Service

This is the amount of time you have been a member of the Citrus Pension Plan, in years and days.

## Qualifying Service

Your Qualifying Service is the aggregate of:

- any periods of active membership in the Plan, plus any membership period of any other pension scheme from which you have transferred your benefits into the Plan (before 1 April 2001); plus
- any Pensionable Service that you had in the LGPS (whether or not any benefit that you accrued whilst in the LGPS is transferred).

Under TUPE regulations, a transitional pension can also be payable to those who are eligible – you should check with the Plan Administrator for details.

## Registered Pension Scheme

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

## Rule of 85

The Rule of 85 states that you can retire early without any reduction to the amount of your pension as long as your age and the length of your Pensionable Service (before 1 April 2008) adds up to at least 85. So, for example, if you are 55 and you have 36 years' Pensionable Service prior to 1 April 2008, you could retire early with no reduction to your pension.

If you have a preserved pension, the Rule of 85 is satisfied when your age plus your actual service and your prospective service add up to at least 85.

## Temporary Incapacity

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

- prevents you from following your normal employment or any comparable employment with your Employer; and
- is not expected to prevent you from undertaking gainful employment for more than three years.