

THE STAFF SUPERANNUATION FUND AND  
LIFE ASSURANCE SCHEME (1963)

OF

The Banking, Insurance and  
Finance Union

**BIFU**  
Stronger together

THE STAFF SUPERANNUATION FUND AND  
LIFE ASSURANCE SCHEME (1963) OF

**The Banking, Insurance and  
Finance Union**

*Arranged with*

Clerical Medical Investment Group Limited  
Narrow Plain  
Bristol BS2 0JH

## Summary of the Scheme's main benefits

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The following is a simple guide to your benefits under the Scheme. Details are set out in full in each relevant section.

Normal Retirement Date: Age 60.

your Pension: 1/50th of your salary close to retirement for each year and proportionately for each completed month of Pensionable Service. (See Section 5).

Cash Option: You may give up part of your pension for a tax-free cash sum. (See Section 6).

Inflation Protection: Your pension will increase by 5% pa compound, or by the rise in the Retail Price Index, if less. (See Section 10).

Death in Service: (i) Return of your contributions to the Scheme.  
(ii) Lump Sum (normally tax-free).  
(iii) A pension for your spouse or a qualifying beneficiary (See Section 11 (i)).

Death in Retirement: (i) A pension for your spouse.  
(ii) Cash in certain circumstances (see Section 11 (iii)).

Leaving the Scheme: A benefit in respect of your membership of the Scheme (see Section 12).

## Foreword

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You should note that the purpose of this booklet is to describe as simply as possible your rights under the Scheme. These rights, however, depend on the Trust Deed and Rules and any overriding Government legislation governing the Scheme. A copy of the Trust Deed and Rules will be made available to you on request (See Section 14(vi)).

The Scheme is administered by Trustees who are appointed in accordance with procedures which have been agreed by members in accordance with the provisions of the Pensions Act 1995. One of the three Trustees is elected by members, one is a management nominee and one is mutually acceptable to management and members. The assets of the Scheme are currently invested in pension and life assurance contracts.

The Scheme is formally approved by the Inland Revenue in accordance with Chapter I of Part XIV of the Income and Corporation Taxes Act 1988. As a consequence of approval, contributions to the Scheme receive favourable tax treatment but the benefits which may be provided by the Scheme, including benefits from additional voluntary contributions paid to the Scheme and from any AVCs you pay to a freestanding AVC arrangement, may in exceptional circumstances have to be limited in amount.

The Scheme is a Salary Related pension arrangement. This means that your benefits are related to your period of your Pensionable Service and your salary close to your retirement, or earlier death or leaving the Scheme.

The Scheme is also Contracted-out of the State Earnings Related Pension Scheme (SERPS) which provides additional pension related to earnings between a lower limit (which is approximately equal to the basic flat-rate State Pension) and an upper limit (which is approximately seven times the lower limit). This means that the Scheme provides benefits as an alternative to the SERPS benefit.

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As the Scheme is Contracted-out of SERPS, the pension payable to a member or a deceased member's spouse for Contracted-out Service completed before 6 April 1997 must be of at least a statutory minimum amount. There are no individual guarantees for Contracted-out Service completed on and after 6 April 1997, but instead the Scheme as a whole must pass a test of quality laid down in the Pensions Act 1995.

You will still receive the following benefits from the State :-

- (i) The basic state pension
- (ii) Inflation protection to the extent required by legislation
- (iii) Any benefits derived from the earnings related part of the State Scheme in respect of any period of employment when you were not contracted-out.

If in any case your Pensionable Service continues after GMP Age, your benefits from the Scheme will be increased in accordance with statutory requirements.

If you require any further information regarding the Scheme and your benefits and options under it, or if you wish to inspect the Trust Deed and Rules, you should contact The Hon. Secretary of the Fund at the following address:

Sheffield House  
1B Amity Grove  
Raynes Park  
London SW20 0LG

P J Thorn  
Hon. Secretary and Treasurer

June 1998

## Contents

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Section	Page
1 Explanation of terms.	1-2
2 When am I eligible to join?	3
3 How much do I contribute to the Scheme?	4
4 How much does the Union contribute to the Scheme?	5
5 How is my pension calculated?	6
6 Can I give up part of my pension for a tax-free cash sum?	7
7 May I retire early?	8-9
8 May I retire after my Normal Retirement Date?	10
9 How will my pension be paid to me?	11
10 Will my pension increase whilst in payment?	12
11 What death benefits does the Scheme provide?	13-16
12 What happens if I leave service or wish to leave the Scheme?	17-20
13 May I pay Additional Voluntary Contributions (AVC's)?	21-25
14 Special conditions applicable to part-time employees.	26-27
15 Additional Information.	28-32

## 1. Explanation of terms

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The following terms are used in the Booklet. Their meanings are given here:

**Actuary** is the 'Scheme Actuary' appointed for the Scheme by the Trustees in accordance with the provisions of the Pensions Act 1995.

**Annual Date** is 1 July.

**Band Earnings** are earnings during Contracted-out Service between a lower limit (which is approximately the basic flat-rate State Pension) and an upper limit (which is approximately seven times the lower limit).

**GMP Age** is the 65th birthday for a man or the 60th birthday for a woman.

**Normal Retirement Date** is the 60th birthday.

**Pensionable Member** is a member who qualifies for pension benefits under the Scheme (see section 2).

**Pensionable Salary** is your basic annual salary excluding London Allowance.

**Final Pensionable Salary** is the greater of:-

(a) the average of your Pensionable Salaries on the Annual Date in each of the 3 years immediately before you attain age 60, or earlier termination of your Pensionable Service

or

(b) the basic salary you receive in the twelve month period before you attain age 60, or earlier termination of your Pensionable Service.

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**Pensionable Service** is the number of complete years of continuous service with your Employer during which you are accruing pension benefits as a Pensionable Member up to Normal Retirement Date or earlier date of leaving the Scheme (additional months will count on a proportionate basis).

**Contracted-out Service** is any Pensionable Service after 5 April 1978 during which contracted-out rate National Insurance contributions have been paid.

**GMP** (Guaranteed Minimum Pension) is the minimum pension that the Scheme must provide for your pre 6 April 1997 Contracted-out Service.

**Revalued GMP** (Revalued Guaranteed Minimum Pension) is your GMP on leaving Pensionable Service or early retirement increased by a rate set by the Department of Social Security for each complete tax year from then to GMP Age or earlier death. The rate of increase is currently 6.25% compound.

**Union** is The Banking, Insurance and Finance Union.

**Assurance Company** is the Company with whom the life assurance policies are held (currently Legal & General Assurance Society).

**Pension Company** is Clerical Medical Investment Group Limited.



## **2. When am I eligible to join?**

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If you are a member of staff and have not attained age 60 you will be eligible to join the Scheme.

You will automatically become a Member and qualify for all the benefits of the Scheme on the first day of the month following the date of your appointment unless you give written notice to the Union within 30 days of first becoming eligible that you do not wish to become a Member.

If you elect not to join the Scheme when you are first eligible to do so you will be given one further opportunity to join before age 40. Admission to the Scheme will then be entirely at the discretion of the Trustees and you may be required to produce satisfactory medical evidence before you are covered for the death benefits described in Section 11 (i) (a) and 11 (i) (c).

### 3. How much do I contribute to the Scheme?

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As a Pensionable Member you will contribute 5% of your Pensionable Salary. Changes in the amount of your contribution take effect when your Pensionable Salary changes. In addition, you may elect to pay voluntary contributions to increase your benefits (see section 13).

Your contributions, which are not payable beyond the month immediately preceding your Normal Retirement Date, will be deducted from your earnings before they are assessed for Income Tax purposes and you will therefore automatically receive full tax relief without having to claim.

As a result of being contracted-out, your National Insurance contributions are reduced; currently by 1.6% of your Band Earnings.

#### **4. How much does the Union contribute to the Scheme?**

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The Union's contributions to the Scheme are determined with the advice of the Actuary.

It is important for you to realise that the cost of the benefits for each individual varies but the contribution rate as advised by the Actuary is expressed as a percentage of the total Pensionable Salaries.

As future events cannot be foreseen, it is possible that at some date the Scheme might be terminated in circumstances where the resources were insufficient to provide the full accrued benefits. In such an event, any shortfall would be a debt due from the Union to the Trustees. However, the Pensions Act 1995 introduced a range of new regulations relating to contributions and assets which provide increased protection for members.

## 5. How is my pension calculated?

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Your pension at Normal Retirement Date is calculated as :

$$1/50 \times \text{Final Pensionable Salary} \times \text{Pensionable Service}$$

If, however, your total pension would exceed 2/3rds of your final total remuneration, or you are entitled to benefits from another approved pension scheme or arrangement, the amount of your pension may have to be restricted to comply with Inland Revenue requirements. Total remuneration includes all taxable salary and benefits e.g. London Allowance, Car benefits etc.

### EXAMPLE

If your Final Pensionable Salary is £18,000 and your Pensionable Service is 29 years 2 months, then your pension on retirement is calculated as follows:

$$\frac{£18,000 \times 29.167}{50} = £10,500 \text{ per annum}$$

The pension payable to you from GMP Age from any pre 6 April 1997 Contracted-out Service will be at least equal to your GMP, increased where appropriate in accordance with statutory requirements.

You may surrender part of your pension when you retire to provide either

(a) an increased pension for your spouse

and/or

(b) a pension on your death for any other dependant of your choice.

There are certain limits that will be notified to you if you wish to exercise this option.

## 6. Can I give up part of my pension for a tax-free cash sum?

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Yes. When you retire you may exchange part of your pension for a tax-free cash sum calculated as :

$$3/80 \times \text{Final Pensionable Salary} \times \text{Pensionable Service}$$

If, however, your total cash sum would exceed  $1\frac{1}{2}$  times your final total remuneration, the amount payable will have to be restricted to comply with Inland Revenue requirements.

If you are exercising this option at Normal Retirement Date, your pension will be reduced by £1 for each £11 of cash received. Different 'exchange rates' apply if you retire earlier or later than Normal Retirement Date.

### EXAMPLE

If your Final Pensionable Salary and Pensionable Service are the same as in the first example in section 5, your cash sum will be calculated as follows:

- (i)  $3/80 \times £18,000 \times 29.167 = £19,688$
- (ii) pension given up is  $\frac{£19,688}{11} = £1,790$  per annum
- (iii) reduced pension is  $£10,500 - £1,790 = £8,710$  per annum

If you have a GMP the amount of your cash sum may have to be limited so that the remaining pension you receive in respect of your Contracted-out Service completed before 6 April 1997 will be at least equal to the GMP or Revalued GMP to which you are entitled at GMP Age. This limitation is most likely to apply in cases of early retirement.

## 7. May I retire early?

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Yes, but the benefit you receive will depend upon your circumstances.

*(i) If I am in ill-health*

If you have to leave on account of ill-health, you may, with the Union's consent, be treated as retired and granted an immediate pension. The immediate pension will be in lieu of any alternative deferred pension. The pension will be calculated in the same way as your normal retirement pension, but based on your Final Pensionable Salary at your actual retirement date and the total Pensionable Service you would have completed if you had remained in the Scheme until your Normal Retirement Date.

*(ii) If I am not in ill-health*

With the Union's consent, you may retire at any time after your 50th birthday even though you are not in ill-health, and be granted an immediate pension. This immediate pension will be in lieu of any alternative deferred pension.

The pension will be calculated in the same way as your Normal Retirement Pension, but based upon your Pensionable Service up to your actual retirement date and your Final Pensionable Salary at that time and that amount will be reduced by  $\frac{1}{4}\%$  for each month or part of a month by which your retirement precedes your Normal Retirement Date. This reduction takes account of the revaluation requirements of the Pension Schemes Act 1993.

You will receive immediate benefits payable from the day you retire. If you have a GMP, it may be necessary to increase this benefit at your GMP Age to satisfy Revalued GMP requirements. The immediate benefits (together with any later increase) will be at least equivalent in value to the alternative deferred pension (see section 12).

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Subject to any changes in the law you will normally continue to have the option of exchanging part of your pension for a tax-free cash sum. If you have a GMP the amount of your cash sum may have to be limited. Details will be supplied if you wish to consider this option.

## **8. May I retire after my Normal Retirement Date?**

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Yes, but only with the Union's consent and payment of your pension will be deferred until your actual retirement date. The pension will be calculated by the method stated in section 5 as though you had retired at Normal Retirement Date and that amount will be increased, to take account of the late payment.

Similarly any tax-free cash sum that you are entitled to under section 6 will be increased.

The rates of increase are determined from time to time by the Trustees acting on actuarial advice.



## **9. How will my pension be paid to me?**

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Your pension will be paid for life, normally monthly, with the effective date being the day you retire. It is taxed as earned income and any tax for which you are liable will be deducted under the PAYE system. Currently, the Union is responsible for the administration of pension payments and therefore any queries should be addressed to the Head of Finance at Headquarters.

## 10. Will my pension increase whilst in payment?

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Yes. Your pension will be increased by the lesser of :

(a) 5% per annum

or

(b) the rate of increase in the RPI.

In addition to any benefit you receive under the Scheme, the State may provide further increases on your GMP once in payment.

There is a provision in the Rules which empowers the Trustees to increase pensions further at the request of the Union.

## 11. What death benefits does the Scheme provide?

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### *(i) Death in service before Normal Retirement Date*

If you die in service before Normal Retirement Date (whilst a Pensionable Member), the following benefits will normally be payable:

- (a) A lump sum calculated as 4 times your Pensionable Salary.
- (b) A return of your contributions paid to the Scheme
- (c) If you are a married Pensionable Member a spouse's pension equal to two-thirds of the pension to which you would have been entitled had you remained a Pensionable Member up to Normal Retirement Date and your Pensionable Salary at the date of your death had remained unchanged (but for details of financially dependent or inter-dependent beneficiaries see pages 15-16).

This pension will continue to be paid after the death of your spouse for the benefit of one or more of your children who are under age 18. The pension will then normally cease when the last surviving child attains age 18 but it may be continued whilst any child is under age 21 and in full-time education.

On the death of a widowed or divorced Pensionable Member, a similar pension will be paid for the benefit of any children who are under age 18 and who were dependent on him/her at the date of his/her death.

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*(ii) Death in service on or after Normal Retirement Date*

If you remain in service on or after Normal Retirement Date and die before you start to receive a pension the following benefits will be payable:

- (a) A lump sum calculated as 10 x the pension you would have received had you retired on the date of your death. Unless you became a Member before 26 February 1970, the lump sum must be limited to 4 times your remuneration to comply with Inland Revenue regulations. Any balance will be used to purchase additional pension for your spouse or a pension for one or more of your dependants within Inland Revenue limits.
- (b) If you are a married Pensionable Member a spouse's pension calculated as two-thirds of the pension you would have received had you retired on the date of death.

*(iii) Death after Retirement*

If you die after payment of your pension has commenced the following benefits will be payable :

- (a) If you die within the five year period following commencement of your pension, a lump sum will be paid equal to the value at the date of death of the balance of five years' pension payments.

OR

- (b) If you are a married Pensionable Member a spouse's pension calculated as two-thirds of the full pension to which you are entitled at retirement.

If you have a GMP any spouse's pension under this section which relates to Contracted-out Service completed before 6 April 1997 will not be less

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than half the amount of your GMP which accrued (or if you left Pensionable Service or retired before GMP Age, half the amount of your Revalued GMP).

Spouses' pensions are normally paid monthly, the first payment being due with effect from the date of your death and will increase in a similar manner to your own pension described in section 10.

The lump sum death benefits including the refund of contributions in (i) (b) above payable under this section will not normally be liable to any tax under present Inland Revenue practice.

It is the Trustees who decide to whom the lump sum benefits should be paid in accordance with the Trust Deed and Rules but you may, if you wish, indicate to the Trustees in writing who you would like to receive these benefits. Your nomination is not binding on the Trustees but they will normally take it into account in reaching their decision.

In certain circumstances, it may be possible for the Scheme to extend the payment of spouse's pension benefits to other potential beneficiaries, subject to you not having a legal spouse or children to whom a pension benefit would be payable under this section. Such a beneficiary must:-

1. be financially dependent on you at the earlier of your death or retirement.

OR

2. be in an inter-dependent relationship, which involves a degree of financial dependency upon each other, at the earlier of your death or retirement.

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AND

3. be nominated by you before your death or retirement to receive the appropriate pension benefit in the event of your death.

If you require further details you should contact the Hon. Secretary (see page (iii) of the Foreword).

## **12. What happens if I leave service or wish to leave the Scheme?**

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If you leave service your Pensionable Service will terminate on the date you leave and you will no longer qualify for the benefits under 11 (i).

You may also elect to terminate your Pensionable Service at any time on giving your Employer 30 days' written notice even if you do not leave service; but this is not a decision to be taken lightly and if you are thinking of leaving the Scheme, you are advised to take independent financial advice before taking any action. If you elect to terminate your Pensionable Service you will cease to accrue any further benefits under the Scheme and you will no longer qualify for the benefits described in section 11 (i). You will only be given one further opportunity to become a member again before age 40. Re-admission to the Scheme will then be entirely at the discretion of the Trustees and you may be required to produce satisfactory medical evidence before you are covered for the death benefits described in section 11 (i) (a) and 11 (i) (c).

Your options on leaving the Scheme are as follows:-

- (a) take a refund of contributions (if possible) or
- (b) take a deferred Pension or
- (c) take a transfer value in lieu of a deferred Pension

Your options and benefits on leaving the Scheme are dependent on the period of Pensionable Service you have completed.

- (i) If you have completed less than 2 years' Pensionable Service you will be entitled to

EITHER

a refund of the contributions that you have paid to the Scheme less:

- 
- (a) part of the cost to reinstate you in the State Scheme for your period of Contracted-out Service. This will normally be equal to the saving you have made in National Insurance contributions as a result of being Contracted-out, and
  - (b) a deduction in respect of tax, which is currently 20% of the refund after deduction of the above has been made.

OR

a deferred pension as set out in paragraph (ii) below. If you are entitled to a deferred pension you may elect to receive a transfer payment instead. For further details see page 20.

- (ii) If you have completed at least 2 years' Pensionable Service you will be entitled to a deferred pension calculated by the method stated in section 5 but based on your completed Pensionable Service and your Pensionable Salary at the date of leaving.

Your deferred pension will be increased as follows:-

- (a) If you have a GMP:-
  - (i) that part of your deferred pension which relates to Contracted-out Service completed before 6 April 1997 will be increased by the difference between your GMP at withdrawal and your Revalued GMP at GMP Age and
  - (ii) at your Normal Retirement Date that part of your Pension which does not relate to your GMP at withdrawal will be increased by 5% per annum compound (or if less a statutory increase equal to the rise in the Index of Retail Prices), for each complete year between the date of leaving and your Normal Retirement Date.



- 
- (b) If you do not have a GMP the whole of your pension will be increased by 5% per annum compound (or, if less, a statutory increase equal to the rise in the Index of Retail prices), for each complete year between the date of leaving and your Normal Retirement Date.

This pension will not be less than an amount based on your own contributions to the Scheme.

Your deferred pension will normally be paid from Normal Retirement Date and be subject to the provisions described in the previous sections of this Booklet. In the event of death before payment of your deferred pension has commenced, the following benefits will be payable :-

- (a) A cash sum equal to the value of your deferred pension (but reduced by the cost of any spouse's benefit detailed in (b) below).
- (b) If you were a Pensionable Member a spouse's pension calculated as

$\frac{1}{160} \times \text{Final Pensionable Salary} \times \text{Years of Contracted-out Service}$ .  
(Additional complete months of Contracted-out Service will count on a proportionate basis).

If you are entitled to GMP, the part of the spouse's benefit which relates to the Contracted-out Service you completed before 6 April 1997 will be increased by one-half of the difference between your GMP at withdrawal and your Revalued GMP at the date of your death.

In addition, if you have a GMP any part of the spouse's pension which exceeds one-half of your GMP at withdrawal will be increased by 5% per annum compound (or, if less, a statutory increase equal to

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the rise in the Index of Retail Prices) for each complete year between the date of leaving and the date of your death.

If you do not have a GMP the whole of the spouses pension will be increased by 5% per annum compound (or if less a statutory increase equal to the increase in the Index of Retail Prices) for each complete year between the date of leaving and the date of your death.

If you are entitled to a deferred pension you may elect to receive a transfer value in place of your entitlement under the Scheme.

A transfer value is the amount which may be transferred to a suitably approved pension scheme or separate insurance policy. On request you will be given a statement of the guaranteed cash equivalent, stating the amount of the transfer value payable and giving details on how to exercise the option.

A request for a statement of your guaranteed cash equivalent can only be made once every twelve months and, if you wish to go ahead with the transfer, you will be required to reply within three months of the guarantee date shown on the statement.

The amount of a guaranteed cash equivalent is determined in accordance with instructions provided by the Actuary having regard to the statutory requirements and is the current cash value of your deferred benefits. The Trustees have directed that this amount will not be increased to take account of any additional discretionary benefits which may be provided.

You are entitled to request an estimate of the cash equivalent which would be available even if you have not left the Scheme.

### **13 May I pay Additional Voluntary Contributions (AVCs)?**

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Yes, you may pay AVCs to increase your benefits under the Scheme.

You pay a fixed percentage of your Pensionable Salary into the Scheme to purchase notional additional years of Pensionable Service which will be used for the purpose of calculating your pension benefits when you retire. The actual amount which you contribute in each year will depend upon your Pensionable Salary in each year.

The contributions which you pay are determined in accordance with the tables which appear at the end of this section. The rates assume that you will continue to contribute at the rate shown in the table from the date upon which you commence contributions until the month in which you reach age 60. If you do not contribute for the whole period, your benefits will be based upon the amount you have actually paid.

You should note the following:-

- (a) Once you have commenced paying AVCs the rates will remain unchanged for the duration of your contributions, but the rates may be altered for new or revised options at any time.
- (b) The spouse's pension, in the event of your death in retirement, will be increased by two-thirds of the additional pension purchased by your AVCs.
- (c) Unless you commenced paying AVCs before 8 April 1987, you cannot use your benefit to improve your tax-free cash sum.
- (d) The pension purchased by AVCs will not increase after it commences.

- 
- (e) Your AVCs (together with your ordinary contributions) must not exceed 15% of your total remuneration from your Employer in any one year ending on 5 April.
  - (f) Your AVCs must not be so large as to cause your total benefit package to exceed Inland Revenue limits.
  - (g) You may only commence or vary your AVCs on the Annual Date.

**EXAMPLE**

If you start to pay contributions when you are age 47 and wish to purchase two additional years of pension you will need to contribute at the rate of 3% of your Pensionable Salary.

Assuming you contribute at that rate and your Final Pensionable Salary at Normal Retirement Date is £18,000, your additional pension will be calculated as -

$$\frac{2}{50} \times £18,000 = £720 \text{ per annum}$$

The spouse's additional pension in the event of your death in retirement would be calculated as -

$$£720 \times \frac{2}{3} = £480 \text{ per annum}$$

**Additional Provisions which apply to Members who pay AVCs**

Your AVCs will be deducted from your earnings before they are assessed for Income Tax purposes and you will therefore automatically receive full tax relief without having to claim.

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Should you die in Pensionable Service before the Normal Retirement Date, an additional death benefit will be payable equal to the total of your AVCs paid to the Scheme, with interest added at such rate as the Trustees decide from time to time acting on actuarial advice.

Should you leave the Scheme, your benefits from your AVCs are dependent on your period of Pensionable Service and the option selected under section 12. You have the following options :-

- (i) If you have completed less than 2 years' Pensionable Service you will be entitled to a refund of your AVCs less a deduction in respect of tax which is currently 20%. If, however, you receive a deferred pension in respect of your main Scheme benefits under Section 12(i) you will receive a deferred pension in respect of your AVCs instead of a refund.
- (ii) If you have completed at least 2 years' Pensionable Service you will be entitled to a deferred pension. Should you die after leaving Pensionable Service and before your deferred pension is paid, a cash sum equal to the value of the deferred pension attributable to your AVCs will be paid in addition to any entitlement to a cash sum arising under Section 12(ii) in respect of your main Scheme benefits.
- (iii) A transfer value.

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**TABLE FOR ADDED YEARS CONTRIBUTIONS**

(Members accruing main Scheme benefits at 1/50th Final Pensionable Salary for each year of Pensionable Service).

Contributions are calculated as a percentage of Pensionable Salary; the percentage of Pensionable Salary for one Added Year being in accordance with the following table.

Contribution rates will remain unchanged for the duration of contributions once they have commenced to be paid, but may be altered for new or revised options at a future date.

Age next birthday at start of contributions	Percentage of Pensionable Salary %
21	0.42
22	0.43
23	0.44
24	0.45
25	0.47
26	0.49
27	0.51
28	0.53
29	0.55
30	0.57
31	0.59
32	0.61
33	0.63
34	0.66
35	0.69
36	0.72
37	0.76
38	0.80
39	0.84
40	0.89

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Age next birthday at start of contributions	Percentage of Pensionable Salary %
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41	0.94
42	1.00
43	1.10
44	1.20
45	1.30
46	1.40
47	1.50
48	1.60
49	1.70
50	1.90
51	2.10
52	2.40
53	2.70
54	3.20
55	3.80
56	4.80
57	6.40
58	9.60
59	19.00

## 14. Conditions of the Scheme relating to part-time staff

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If you are a part-time member of staff and have worked the same number of hours per week throughout your membership, your benefits will be calculated as set out in the previous sections of this Booklet. If, however your working hours change the following special provisions apply to you:-

- (i) *How is my pension calculated* (see section 5)  
Your pension will be based upon your Final Full-time Pensionable Salary and your Part-time Pensionable Service.

*Final Full-time Pensionable Salary* is calculated in the same way as your Final Pensionable Salary (see section 1) except that your actual earnings will be scaled up in the proportion which normal full-time hours bears to your part-time hours.

*Part-time Pensionable Service* is your actual Pensionable Service (see section 1) scaled down in the proportion which your part-time hours bears to your full-time hours.

### EXAMPLE

If you retire at Normal Retirement Date having completed 18 years' actual Pensionable Service, the first 12 years on half full-time hours and the last 6 years on two-thirds full-time hours and your Final Pensionable Salary was £12,000 thus giving a Final Full-Time Pensionable Salary equivalent to £18,000 per annum, then the pension calculation will be :-

12 years x 1/2 x 1/50 x £18,000	=	£2,160
<i>plus</i>		
6 years x 2/3 x 1/50 x £18,000	=	£1,440
		<hr/>
Total pension payable		£3,600



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The same method of calculation will apply if you change from part-time to full-time service or vice versa. The calculation of any benefit to which you are entitled under section 7 and 8 will also be based upon the above.

If you elect to take a tax-free cash lump sum as described in section 6 then a similar calculation will be applied.

*(ii) What happens if I leave?*

If you have completed more than 2 years' Pensionable Service you will be entitled to receive a pension from your Normal Retirement Date calculated as in (i) above based upon your Final Full-time Pensionable Salary and your Part-time Pensionable Service.

## 15. Additional information

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(i) *What happens if I am away ill?*

Your pension and life assurance benefits and payment of your contributions will normally be unaffected by a short period of illness.

(ii) *What happens in the event of Maternity Leave?*

If you are absent on maternity leave your service will be deemed not to have terminated and the cover for death in service benefits (section 11(i)) will continue, provided you have not withdrawn from membership of the Scheme before maternity leave commenced.

Whilst you are absent on maternity leave, your Pensionable Salary will be based upon your Pensionable Salary immediately before maternity leave commenced. Your contributions will, however, be based on the pay you actually receive during this period.

If you return to work after maternity leave your contributions will recommence at the normal level. Pensionable Service before and after maternity leave will be treated as continuous, together with your period of maternity leave. However, any period of maternity leave over 18 weeks will not count as Pensionable Service, unless you are absent in accordance with the Union's Maternity Agreement.

If you do not return to work after maternity leave section 12 will apply and your benefits will be based upon your Pensionable Service plus your period of maternity leave, and upon your Pensionable Salary at the date your maternity leave commenced. Cover for death in service benefits will cease immediately you advise the Union of your decision not to return to work, or the expiry of a period of 41 weeks from the date of confinement unless otherwise previously agreed by the Union.

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If and for so long as you are absent in accordance with the terms of the Union's Maternity/Paternity Agreement, you will similarly contribute to the Scheme, based on the pay you actually receive and your Pensionable Service will continue until you return to work, or you notify the Union that you do not intend to return to work.

*(iii) What happens if I get Divorced?*

Courts throughout the United Kingdom are required to take pension rights into account when making a court order for financial provision in divorce proceedings where the petition for divorce was filed on or after 1 July 1996 (19 August 1996 in Scotland). The Court may make an order whereby the Trustees must make payment of part of your pension to your divorced spouse once your pension commences. The Court may also provide for part of the cash lump sum (see section 6) or lump sum death benefit (see section 11) to be payable to your divorced spouse. The Court does not have to do this, however, and a settlement may be made by redistributing other assets so as to keep your pension rights intact.

Your benefits, including any part of your benefits which are payable to your former spouse, will continue to be subject to Inland Revenue limitations.

*(iv) Can I transfer benefits from a previous pension arrangement?*

If the Trustees agree, it may be possible to transfer to the Scheme the value of your pension benefits from a suitably approved pension scheme or policy, to provide additional benefits in the Scheme. The amounts of the additional benefits you would receive in the Scheme in return for the transfer are determined by the Trustees on the advice of the Actuary and notified to you in writing to enable you to decide whether or not to proceed.

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Further details will be supplied to you on request.

*(v) What happens if it is decided to alter the Scheme?*

The Union reserves the right to terminate or amend the Scheme at any time but if such termination or amendment does take place, due account will be taken of the rights already accrued in the Scheme for existing Pensionable Members, as provided for in the Pensions Act 1995.

*(vi) What information am I entitled to relating to the Scheme?*

This Booklet provides the basic information to which you are entitled.

You and, where relevant, your spouse or any other beneficiary under the Scheme are also entitled to the following information from the Hon. Secretary (see page (iii) of the Foreword):-

1. Annually - Statement of your benefits and any benefits which may be payable to your survivors based on your current salary.
2. Trustees Report - This is issued automatically each year.
3. On request - you may examine the Trust Deed and Rules which govern the Scheme, actuarial valuation reports and schedules of contributions. You may, if you wish have a personal copy of any of these, but a fee equal to the cost of photocopying and postage may be charged.
4. On request - an annual estimate of your potential refund of contributions (if applicable) and/or transfer value on leaving the Scheme.
5. On a decision to change any benefit under the Scheme - full details of such a change.
6. On your death - the benefits and options available to your beneficiary

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7. On your withdrawal from the Scheme - the benefits available to you as a leaver (see section 12).
  8. On commencement of payment of benefit - details of the benefit payable.
  9. On the Union starting to take steps to wind up the Scheme - notification that the Scheme is to wind up and the reasons for doing so. You would also be advised on an annual basis until the wind up is completed, what action is being taken to wind up the Scheme and when it is anticipated that final details of the benefits on wind up would be available.
  10. On the Trustees realising assets after taking steps to wind up the Scheme - details of your benefits on winding up.

*(vii) The Pension Schemes Registry*

Information about the Scheme (including an address at which the Trustees may be contacted) has been given to the Pension Schemes Registry. Their address is Pension Schemes Registry, PO Box 1NN, Newcastle-upon-Tyne NE99 1NN.

*(viii) Disputes Procedure*

A formal disputes procedure has been established to resolve any difficulties which may arise between a member or any actual or potential beneficiary under the Scheme and the Trustees. Further details of the procedure may be obtained from the Hon. Secretary (see page (iii) of the Foreword).

*(ix) The Occupational Pensions Advisory Service Limited (OPAS)*

OPAS is available to assist you and your beneficiaries in connection with any difficulties you or they are unable to resolve with the Trustees through the disputes procedure. The address at which OPAS may be contacted is: OPAS, 11 Belgrave Road, London SW1V 1RB.

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(x) *The Pensions Ombudsman*

The Pensions Ombudsman may investigate and determine any complaint or dispute of fact or law in relation to the Scheme which has not been resolved by the Trustees through the disputes procedure. The address at which he may be contacted is: The Pensions Ombudsman, 11 Belgrave Road, London, SW1V 1RB.

(xi) *The Occupational Pensions Regulatory Authority (OPRA)*

OPRA is able to intervene in the running of schemes where Trustees, Employers or professional advisers have failed in their duties. The address at which OPRA may be contacted is OPRA, Invicta House, Trafalgar Place, Trafalgar Street, Brighton, East Sussex, BN1 4DW.