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# **Deed of Alteration and Revised Rules**

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This DEED OF ALTERATION is made the **X** **X** day of **X** **X** by

<b>X</b>	<b>X</b>
<i>Enter the full name of the Trustee(s) here; in most cases this will be the Principal Employer.</i>	

of

<b>X</b>	<b>X</b>
<i>Insert the Trustees' address here; where the Trustee is a company insert the address of the company's Registered Office</i>	

hereinafter called "the Trustees."

### WHEREAS

(A) This deed is supplemental to the establishing deeds and any subsequent amending deeds together establishing and constituting a pension Scheme known as

<b>X</b>	<b>X</b>
<i>Insert the full scheme name here.</i>	

("the Scheme").

- (B) The Scheme is governed and administered in accordance with the provisions of its trust deeds and the scheme Rules ("the Old Rules").
- (C) The Trustees have the power to alter any or all of the provisions of the trusts and the Rules.
- (D) The Trustees wish to alter the Rules with effect from 1<sup>st</sup> January 2008 by the adoption of the Rules annexed hereto as the Rules in substitution for the Old Rules.

### NOW THIS DEED WITNESSES AS FOLLOWS

1. The Trustees hereby alter the Rules with effect from 1<sup>st</sup> January 2008 by the adoption of the Rules annexed hereto in substitution for the Old Rules.
2. The Trustees hereby declare that the said alteration is necessary to ensure that the Scheme secures and retains its status as a Registered Pension Scheme in accordance with the provisions of section 150(2) of the Finance Act 2004.

**IN WITNESS WHEREOF** this document has been executed as a Deed by means of these signatures:

**X** **X**  
Director

**X** **X**  
Company Secretary

# RULES OF THE

X

X

*Insert the full scheme name here.*

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**Effective Date: 1<sup>st</sup> January 2008**

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## **SCHEME STATUS**

- 1.1 The Scheme is an occupational pension scheme and is a Registered Pension Scheme. Its only purpose is to provide payments that are authorised by section 164 FA2004 and as described in the Scheme documents (including these Rules).

The Scheme is set up for the benefit of employees of the principal employer and any other participating employers, although other persons may become members of the Scheme at the Trustees' and the Insurer's discretion.

The Scheme is not a stakeholder pension scheme and does not allow its members options over investment choice to such a degree that an arrangement becomes a self-administered pension scheme.

The Scheme's Insurer is Windsor Life.

## **INTERPRETATION AND OVERRIDING PROVISIONS**

- 1.2 These Rules override any inconsistent provisions in the other Scheme documents.

These Rules do not override the Revenue Limits. If any provision conflicts with the Revenue Limits, the Revenue Limits will apply. In particular, the Revenue Limits will apply to the Scheme to limit or restrict every payment of any kind from the Scheme to a payment which a registered pension Scheme is authorised to make under section 164 of the FA2004.

Any reference to a statute (or to a particular chapter, part of, section of, or schedule to, a statute) includes any modification or re-enactment of it and any regulations made under it.

No person other than the members, the principal employer or participating employers shall have any claim, right or interest under the Scheme or any claim upon or against the Trustees or the Insurer. A member or employer shall not have any claim, right or interest under the Scheme or any claim upon or against the Trustees or the Insurer except under or in accordance with these Rules.

Each of the modifications set out in the Registered Pension Schemes (Modification of the Rules of Existing Schemes) Regulations 2006 shall apply to the Scheme unless and to the extent that they are inconsistent with the manner in which the Trustees administer the Scheme under the Rules.

The decision of the Insurer shall be final on all questions which are left to their determination or decision in relation to the Scheme and on all matters relating to the management and administration of the Scheme on which the Scheme documents are silent.

The Trustees may deduct from any payment under an arrangement the amount of any charge to tax arising under the arrangement which the Trustees may be liable to account to the Revenue.

If the Trustees become jointly and severally liable for a charge to tax under the arrangement, then, as between the member and the Trustees, the member shall be liable for the whole of the charge to tax in exoneration of the Trustees. Any amount which the Trustees (or the Insurer on the Trustees' behalf) pays to the Revenue in respect of that charge to tax shall be treated as a debt due from the member to the Trustees or Insurer as applicable.

If the Trustees become jointly and severally liable for a charge to tax under the arrangement, then, as between the employer and the Trustees, the employer shall be liable for the whole of the charge to tax in exoneration of the Trustees. Any amount which the Trustees (or the Insurer on the Trustees' behalf) pays to the Revenue in respect of that charge to tax shall be treated as a debt due from the employer to the Trustees or Insurer as applicable.

The Insurer may in its absolute discretion and from time to time vary the range and terms of the pension benefit options available to the member subject to the Revenue Limits and shall do so by providing written notice to the member without the need to formally amend these Rules.

The Trustees and the Insurer shall not be required to make any payments authorised under section 164 of the FA 2004 that they would not have been required to make before 6 April 2006.

These Rules shall be effective from 1 January 2008.

Unless the context otherwise requires, words importing the masculine, feminine or neuter gender shall include either or both of the others.

In these Rules the following words have the following meanings:

**Affinity Group** means any organisation representing particular trades, professions, industries or other group.

**Annual Allowance** is the amount defined in Section 228 FA 2004.

**Arrangement** means an arrangement (as described in Rules 3.5 to 3.9) made by a person with the Trustees to provide benefits under these Rules.

**Benefit Crystallisation Event** means in relation to a member any of those events listed under section 216 of the FA2004.

**Civil Partner** means the person who was the civil partner of the member by virtue of having entered into a Civil Partnership on or after 5 December 2005, such civil partnership not having been dissolved or annulled before his death.

**Chargeable Amount** is defined by section 215 of the FA2004.

**Company** means Windsor Life Assurance Company Limited or any successor in relation to the provision of authorised payments as described in section 164 of the FA2004.

**Dependant** in relation to a member is:

- A person who was married to or a Civil Partner of the member at the date of the member's death;
- A child of the member if the child has:
  - not reached the age of 23; or
  - has reached age 23 and, in the opinion of the Trustees, was at the date of the member's death dependent on the member because of physical or mental impairment.
- A person who was not married to the member at the date of the member's death and is not a child of the member is a dependant of the member if, in the opinion of the Trustees, at the date of the member's death the person was financially dependant.
- A person who was financially dependant on the member because of physical or mental impairment.
- A person who was married to or a Civil Partner of the member when the member first became entitled to a pension under the Scheme.

It is for the Trustees to decide whether a person meets this definition.

**De-registration** means the withdrawal by the Revenue of the registration of the Scheme.

**Discharge Regulations** means the Pension Sharing (Implementation and Discharge of Liability) Regulations 2000 (SI 2000/1053).

**Eligible Shares** are defined by section 195 FA2004.

**Employer** means the employer or employers of a member.

**Enhanced Protection** is defined by para 12, Schedule 36 of the FA2004.

**Ex-spouse** means an individual to whom pension credit rights have been or are to be allocated following a pension sharing order, agreement or equivalent provision.

**FA2004** means the Finance Act 2004.

**Insurer** means an Insurance Company as defined in section 275(1) of the FA2004. The Insurer of this Scheme is Windsor Life.

**Individual Lifetime Allowance** has the meaning in Section 218 FA2004.

**Lifetime Allowance Charge** is defined by section 214 of the FA2004.

**Member** means an individual who has made one or more arrangements under the Scheme, or in whose name an arrangement or arrangements are made by the member's employer, for the provision of benefits. It also includes an individual who:

- at the time the arrangement was made was under the age of 16 (or, in England and Wales and Northern Ireland, under the age of 18 if not in employment) and whose legal guardian made the arrangement on the individual's behalf under the Scheme, or
- has had one or more arrangements made on his or her behalf following the winding-up of another Scheme.

**Member's Fund** means the aggregate, under an arrangement, of the accumulated values of:

- the contributions paid to the Scheme by or in respect of the member,
- any transfer payment accepted by the Scheme in respect of the member,
- any pension credit rights accepted by the Scheme in respect of the member, and
- any income or capital gain arising from the investment of such amounts.

It excludes:

- the value of any contract or part of a contract to which contributions have been applied under

the provisions of Rule 4.16

- any administrative expenses of the Scheme and any payments of commission, and
- any pension debit arising as a result of a pension sharing order.

**Occupational Pension Scheme** means a Scheme as defined in section 1 of the Pension Schemes Act, or section 176 of The Pension Schemes (Northern Ireland) Act 1993.

**Other Scheme** means a registered pension Scheme, a qualifying recognised overseas pension Scheme (as described in section 169(2) of the FA2004) or an insurer where the proposed transfer is as described in section 169(1A) of the FA2004.

**Participating employer** means an employer which makes a formal written application to participate in the Scheme and agrees to be bound by the Scheme documents.

**Pension Commencement Lump Sum** has the meaning in paragraph 1 to Schedule 29 to the FA2004.

**Pension Credit Rights** means rights to benefits arising from a credit as defined in section 101P of the Pension Schemes Act, as inserted by section 37 of the Welfare Reform and Pensions Act 1993, or under corresponding Northern Ireland legislation. This includes safeguarded rights.

**Pension Date** is the effective start date of an annuity under an arrangement. Where an arrangement is split into separate arrangements under rule 3.7 each separate arrangement may have a different pension date.

**Pension Debit** means a debit under section 29(1) (a) Welfare Reform and Pensions Act 1999 or under corresponding Northern Ireland legislation.

**Pension Input Amount** means the amount calculated in accordance with sections 230 to 237 of the FA2004.

**Pension Input Period** means the period calculated in accordance with section 238 FA2004.

**Pension Schemes Act** means the Pension Schemes Act 1993.

**Pension Sharing Order** means any order or provision as defined in either section 19 or 20 of the Welfare Reform and Pensions Act 1999.

**Principal Employer** means the employer that established the Scheme, or which has subsequently assumed the role of principal employer in accordance with the provisions of Rule 12 (or corresponding rule under any previous versions of the scheme Rules).

**Qualifying Recognised Overseas Pension Scheme** means a pension Scheme as described

in section 169(2) of the FA2004

**Registered Pension Scheme** has the meaning in section 150(2) of the FA2004.

**Registration** means registration under Chapter 2 part 4 of the FA2004.

**Regulation** is a reference to a regulation of a Statutory Instrument.

**Relevant UK Earnings** means earnings as defined in Section 189 FA 2004.

**Relevant UK Individual** is defined in Section 189 of FA 2004.

**Revenue** means Her Majesty's Revenue and Customs.

**Revenue Limits** means those provisions of Chapter 2 Part 4 FA2004, Chapter 3 Part 4 FA2004 and Chapter 4 Part 4 FA2004 or any other requirements made by the revenue or by statute or statutory regulation with which a registered pension Scheme must comply in order:

- to maintain its Registration;
- to prevent any charge to tax under section 239 FA2004 {Scheme sanction charge} arising; and
- not to make any unauthorised member payment defined by section 160 of the FA2004.

**Rule** is a reference to a rule in this document.

**Rules** means these Rules of the Scheme.

**Scheme** means this Scheme.

**Scheme Documents** means the documents that govern the Scheme (including these Rules).

**Simple Contribution Limit** is £3,600 each tax year or a different figure set by Treasury Order issued under section 630(1A) of the Act.

**Standard Lifetime Allowance** is for the tax year 2006-07 £1,500,000 and for each subsequent tax year such amount, not being less than the standard lifetime allowance for the immediately preceding tax year, as specified by order made by the Treasury.

**Stakeholder Pension Scheme** means a Scheme for the time being registered as a stakeholder pension Scheme with the Pensions Regulator under section 2 of the Welfare Reform and Pensions Act 1999.

**Surviving Partner** means a spouse, partner or civil partner nominated by the member at pension date and who survives the member, provided at the date of the member's death:

- the spouse was still married to the member (in the case of a spouse)
- the civil partnership had not been dissolved or annulled before the member's death (in the case of a civil partner), or
- the partner was wholly or partly dependent on the member financially immediately before the member's death (in the case of a partner other than a civil partner).

**Survivor** means a dependant of a member who has died.

**Tax Year** has the meaning in section 279(1) of the FA2004.

**Transfer Payments Regulations 2001** means The Personal Pension Schemes (Transfer Payments) Regulations 2001 (SI 2001/119).

**Trivial Commutation Lump Sum** has the meaning in paragraph 7 of the Schedule 29 to the FA2004.

**Trustee** means the latest Trustee appointed in the scheme's governing trust deeds.

**Windsor Life** means Windsor Life Assurance Company Limited (Registered Number 754167) of Windsor House, Telford Centre TF3 4NB.

## **ELIGIBILITY**

3.1 Any employee of the principal employer or a participating employer, including a salaried director, is eligible for membership of the Scheme at the discretion of the member's employer, provided:

- he or she is under age 75, and
- that person's membership of the Scheme is consistent with registration,

subject to the equal treatment requirements specified in Section 62 of the Pensions Act 1995.

3.2 Any other person is eligible for membership of the Scheme at the absolute discretion of the Insurer, provided:

- he or she is under age 75 (except as permitted by rule 3.6), and
- that person's membership of the Scheme is consistent with registration

## **BECOMING A MEMBER**

3.3 A person who wants to become a member (or the legal guardian acting for a person under the age of 16, or in England, Wales and Northern Ireland 18 if not in employment, who is to be a member) must go through an application procedure, as required by the Trustees and the Insurer. The application procedure must include a declaration that the member (or a legal guardian acting for the member) or substitute member and the member's employer agree to be bound by the Rules governing the Scheme from time to time.

3.4 Where the legal guardian is representing a prospective member under the age of 16 (or in England, Wales and Northern Ireland 18 if not in employment), the legal guardian must give an undertaking that he or she understands that any payments to the Scheme can only be used to provide benefits to the member under the Rules, and will not be repaid except as permitted by the Rules.

### **Affinity Group Company**

3.5 If the Scheme has been established by an affinity group then membership of the Scheme is not limited to the specific employment basis applicable to the affinity group.

### **Ex-Spouse**

3.6 Subject to the agreement of the Trustees and the Insurer an ex-spouse may become a

member of the Scheme. An ex-spouse becoming a member of the Scheme through this rule may do so after he or she has attained age 75, but must draw benefits immediately (see rule 5.4).

## **MAKING AN ARRANGEMENT**

### **Single or Multiple Arrangement(s)**

3.7 If the Insurer permits, the Trustees may make:

- a single arrangement with the Insurer in which case these Rules will apply to that arrangement.
- more than one arrangement with the Insurer, in which case these Rules will apply to each arrangement separately, but the Revenue Limits will apply to all the arrangements together.

### **Separate Benefits from Separate Arrangements**

3.8 Different arrangements (whether different at the time of being created or whether originating from a single arrangement) may produce separate annuities or lump sums payable under the Rules.

### **Form of Arrangements**

3.9 An arrangement under the Scheme will normally be a contract between the Trustees and the Insurer in the form of an insurance policy.

### **Scheme Rules Override Terms of Arrangements**

3.10 Where there is any conflict between the terms of an arrangement and these Rules, these Rules shall prevail.

## **PERMITTED CONTRIBUTIONS**

4.1 The Scheme may accept only the following contributions:

- (1) Contributions by members, including contributions made on behalf of a member paid by another individual, corporate body or other legal entity (see rule 4.2), together with basic rate tax relief where available, and pension credit rights from a non registered pension Scheme.
- (2) Contributions by a member's participating employer in respect of that member.

Contributions may not be less than the minimum amount declared by the Insurer from time to time.

4.2 If the Trustees and the Insurer so permit payments may be made by an individual other than a member, a corporate body or other legal entity if the payments are being made on behalf of a member and the member (or, if relevant, the member's legal guardian) is aware of the payment. These payments will be treated as a contribution made by the member (see (1) of rule 4.1).

4.3 Each participating employer shall, subject to rule 11.1, make contributions to the Scheme of such amounts agreed between that employer, the Trustees and the Insurer.

4.4 A member may be required to contribute to the scheme. Such contributions will be at a rate agreed between the member, the member's employer, the Trustees and the Insurer, or where there is no participating employer at a rate agreed between the member, the Trustees and the Insurer, and notified to the member.

4.5 When a member's benefit under any arrangement becomes payable no further contributions may be paid to that arrangement unless the arrangement has become more than one arrangement under rule 3.7.

4.6 Where a member has elected for enhanced protection no further contributions may be paid to any arrangement save for contributions used to buy life insurance under rule 4.16.

4.7 Contributions may only be paid as the Insurer permits in money form.

## **EMPLOYEE SHARE SCHEMES**

4.8 Contributions in the form of eligible shares are not accepted under the Scheme.

## **USE OF CONTRIBUTIONS**

4.9 The contributions and their proceeds under the Scheme must be used to provide benefits in accordance with these Rules, except so far as they are used to meet such charges that the Insurer shall from time to time determine and expenses of the Scheme, and to pay commission.

## **TAX RELIEF**

4.10 In a particular tax year, a member is eligible for tax relief on his own contributions (or contributions made on behalf of the member under rule 4.2) up to the greater of the simple contribution limit and in the case of a relevant UK individual 100% of his relevant UK earnings.

4.11 Each member is responsible for claiming tax relief in respect of his personal contributions to the Scheme.

## **METHOD OF PAYMENT OF CONTRIBUTIONS**

4.12 All contributions paid to this Scheme are treated by the Trustees and Insurer as being gross amounts. Contributions must therefore represent the full gross contribution.

## **REPAYMENT OF CONTRIBUTIONS WHICH EXCEED LIMIT (INCLUDING INELIGIBILITY TO PAY CONTRIBUTIONS)**

4.13 If the Trustees or the Insurer are notified by the Revenue that the excess contribution condition (as described in paragraph 6 of Schedule 29 to the FA2004) is met in respect of the member in any tax year then the Trustees or the Insurer shall pay an amount equal to the member's available excess contributions allowance (as described in paragraph 6 of Schedule 29 to the FA2004).

4.14 The Trustees and the Insurer may use discretion to adjust a refund of excess contributions lump sum to take account of expenses and interest and of any change in the value of the underlying assets during the intervening period.

## **ANNUAL ALLOWANCE**

4.15 If the aggregate total of the pension input amount in respect of each arrangement relating to the member under all registered pension schemes for the pension input period ending in a tax year exceeds the annual allowance, a charge to income tax will be payable upon the excess amount calculated in accordance with Section 227 FA2004.

4.16 There is no test against the annual allowance in the tax year when a member dies or becomes entitled to all his benefits under an arrangement. Where the member becomes

entitled to all the benefits from one arrangement but has other arrangements, then the pension input amounts in respect of those other arrangements will be tested against the annual allowance.

4.17 There is no test against the annual allowance where throughout the tax year the member has registered to have enhanced protection.

#### **USING CONTRIBUTIONS TO BUY LIFE INSURANCE**

4.18 A member or a member's employer may, if allowed to do so under the Scheme, choose (subject to the remainder of this rule and rule 4.19) for all or part of the contributions in respect of that member to be used by the Insurer as premiums on a life insurance contract with the Insurer.

4.19 The contract must provide a lump sum to be paid only if the member dies before a specified age (not later than age 75). This lump sum shall be payable in accordance with rule 9, provided that rights to benefits under such a life insurance contract may not be assigned.

4.20 If a member has registered for enhanced protection and one or more contributions are paid on or after 6 April 2006 for the purpose of providing life assurance in accordance with rule 4.18, the enhanced protection will lapse. However, if a life assurance benefit is funded by the deduction of units from a fund derived from contributions paid before 6 April 2006, or if contributions are paid to maintain cover at a level not exceeding that already on force on 5 April 2006, this will not cause any enhanced protection to lapse.

## **MULTIPLE ARRANGEMENTS**

5.1 Where the Trustees have made more than one arrangement Rules 5.3 to 5.9 apply to each arrangement separately. This means that benefits may start separately from each arrangement.

## **SPLIT ARRANGEMENTS**

5.2 Where an arrangement is 'split' into two arrangements in accordance with rule 3.8 because only part of the member's fund is to be applied to purchase an annuity, Rules 5.3 to 5.9 will apply separately to each arrangement. This means that benefits may start at different times from each arrangement.

## **NORMAL PENSION AGE**

5.3 Payment of benefit commences on such a date as has been agreed by the Trustees and the Insurer and notified by the Trustees to the member, but cannot be earlier than his 50th birthday (rising to his 55th birthday from 6 April 2010) nor later than his or her 75th birthday.

## **PENSION CREDIT RIGHTS**

5.4 An ex-spouse with pension credit rights who becomes a member of the Scheme in accordance with rule 3.6 after his or her 75th birthday must draw benefits immediately.

## **ILL-HEALTH**

5.5 A member's benefit may start earlier than provided for under rule 5.3 if the member becomes, and will continue to be, incapable of carrying on his or her own occupation and as a result of the ill-health ceases to carry on the occupation.

5.6 The Trustees must consider medical evidence from a registered medical practitioner and must be satisfied that rule 5.5 applies.

5.7 Pension credit rights of an ex-spouse may not be paid early in accordance with Rules 5.5 and 5.6.

## **PROTECTED PENSION AGE**

5.8 Where a member had a right on 5 April 2006 to take his benefits before age 50 he will be able to protect that right provided that the member must on 5 April 2006 be or have been in an occupation prescribed by the Revenue and have had an unqualified right to take his benefits before the age of 50.

5.9 A member with a protected pension age of less than 50 who takes his benefits before the applicable normal minimum pension age under rule 5.3 will have his individual lifetime allowance reduced by 2.5% for each complete year that his benefits are taken before the normal minimum pension age.

#### **SERIOUS ILL HEALTH**

5.10 A member may take the whole of his benefits from an arrangement in cash provided that the payment of the lump sum satisfies the requirements of para 4, Schedule 29 of the FA 2004.

5.11 A pension that is already in payment may not be converted to a cash lump sum under the option under rule 5.10.

## **MULTIPLE ARRANGEMENTS**

6.1 Where the Trustees have made more than one arrangement under the Scheme in accordance with rule 3.7, the rest of Part 6 of these Rules applies to each arrangement separately, unless otherwise stated.

## **SPLIT ARRANGEMENTS**

6.2 Where an arrangement is split into two arrangements in accordance with rule 3.8 because only part of the member's fund is to be applied to purchase an annuity then the rest of Part 6 of these Rules applies to each separate arrangement, as in rule 6.1. This means that a lump sum may be taken from the newly created arrangement in accordance with rule 6.3, with a further lump sum being drawn from the original arrangement at a later date in accordance with the same rule.

## **MEMBER'S CHOICE OF PENSION COMMENCEMENT LUMP SUM**

6.3 The member may choose to receive a pension commencement lump sum on pension date provided that the payment of the lump sum satisfies the requirements of para 1, Schedule 29 of the FA2004

## **SECOND LUMP SUM**

6.4 Exceptionally, where the Revenue permits, a second lump sum may be paid from an arrangement to supplement the lump sum paid on pension date. The only circumstances where the Inland Revenue will permit such a payment are where:

- there has been misselling of a personal pension scheme within the former Securities & Investments Board review and benefits are already in payment, or
- following a court ruling a Court orders the Trustees to recalculate benefits. This may also apply to rulings by Employment Tribunals or the Pensions Ombudsman that benefits were calculated illegally.

## **MEMBER'S LIFETIME ANNUITY OPTION**

6.5 Except for any lump sum paid as described in rule 6.3 and subject to rule 6.7, the member's fund will be used to secure a pension for the life of the member through the purchase of an annuity from the Insurer that meets the conditions imposed by para 3, Schedule 28 of the FA2004.

- 6.6 An annuity must be purchased no later than the member's 75th birthday.
- 6.7 The annuity contract may also provide benefits to a surviving partner on the death of the member in accordance with rule 7.1. If so the annuity to the surviving partner must also conform with the requirements of Para 17, Schedule 28 of the FA 2004.

### **PAYMENT INTERVALS**

- 6.8 Any pension paid as an annuity from a member's fund (or substitute member's fund, where relevant) may be paid in advance or arrears. It must be paid at least once a year.

### **INCREASE IN PAYMENT**

- 6.9 A pension under the Scheme may be of a level amount, a variable amount or may increase in payment.

### **MEMBER'S RIGHT TO CHOOSE INSURER**

#### **Open Market Option**

- 6.10 The member has the right to choose another insurer from which an annuity is to be purchased. If the member chooses another insurer, Windsor Life must be advised of the insurer he or she has chosen at least one calendar month before the date the pension is due to start.

### **FORM OF PENSION**

- 6.11 Before the pension date the Insurer will notify the Trustees or the member of the benefits which may be paid and which are available under the Scheme at that time. Where a member does not opt under rule 6.10 to choose an alternative insurer from which the annuity is to be purchased, the annuity shall be purchased from Windsor Life. Where alternative options under the annuity contract are offered but the member fails to make any choice which of the alternatives will apply under the terms of the annuity, the Trustees will choose which, if any, of the alternatives will apply. Where the Trustees fail to make any such choice, the Insurer will choose.

### **RESPONSIBILITY OF THE TRUSTEES**

- 6.12 It is the responsibility of the Trustees to ensure that any annuity purchased by the Scheme conforms with Revenue Limits.

## **TRIVIAL COMMUTATION**

6.13 A trivial commutation lump sum may be paid subject to the payment of the lump sum satisfying the requirements of paragraph 7 of Schedule 29 of the FA 2004.

6.14 In the event that the member does not nominate the date when his benefit entitlements are valued for the purposes of rule 6.13, the Insurer will treat the date on which it first received a written instruction from the member to pay a trivial commutation in lump sum form as the nominated date.



## **MEMBER'S CHOICE**

7.1 Subject to Rules 7.2 and 7.3 a member may elect when an annuity is purchased that, in addition to the pension being provided for the member, the annuity contract will also provide for a pension after the member's death for a surviving partner.


## **START OF SURVIVING PARTNER'S ANNUITY**

7.2 A surviving partner's annuity will start as soon as practicable after the member dies, except that a surviving partner who is under age 60 when the member dies may choose, if the Trustees and the Insurer permit, for the annuity to start at any later time up to his or her 60th birthday (or, if he or she is receiving continued payments of the member's annuity for a guarantee period ending after his or her 60th birthday, at the end of the guarantee period).

Where the survivor's annuity is not being deferred in accordance with this rule the annuity payments should be backdated to the date of death of the member.

## **DURATION OF OTHER SURVIVING PARTNER'S ANNUITY**

7.3 A surviving partner's annuity will continue for the lifetime of the surviving partner.



8.1 If a member dies before pension date the member's fund will be paid as a lump sum in accordance with rule 8.2.

### **LUMP SUM PAYABLE BY TRUSTEES - BENEFICIARIES**

8.2 If a member dies and a lump sum is payable under rule 8.1, then the Trustees may, as soon as practicable and subject to rule 8.3, pay out the member's fund as a lump sum to or for the benefit of any one or more of the following in such proportions as the Trustees decide:

- (a) any person, charity, association, club, society or other body whose names the member has notified to the Trustees in writing prior to the date of the member's death;
- (b) the member's surviving spouse;
- (c) the parents and grandparents of the member or the member's surviving spouse and any children and remoter issue of any of them;
- (d) the member's dependants;
- (e) any person, charity, association, club, society or other body entitled under the member's will to any interest in the member's estate;
- (f) the member's legal personal representatives.

For this purpose a relationship acquired by legal adoption is as valid as a blood relationship.


### **LUMP SUM PAYABLE BY TRUSTEES - TIME LIMIT**

8.3 The Trustees will pay any lump sum within two years of the member's death. If this is not practicable then, at the end of two years, it will be transferred to a separate account outside the Scheme until it can be paid.



## **LUMP SUM PAYABLE UNDER LIFE INSURANCE CONTRACT**

- 9.1 If some of the contributions in respect of a member have been used to pay premiums under a life insurance contract as described in Rules 4.18 to 4.20, the Trustees will, as soon as practicable and subject to rule 8.3, pay the lump sum benefit from the contract in accordance with the terms of the member's arrangement. Such a payment shall be treated as an (other) money purchase benefit for the purposes of the FA2004.


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- 10.1 If a member leaves the service of the employer or elects for contributions to be terminated in accordance with the provisions of Rule 11.5 before his/her pension date, having been a member of the Scheme for less than two years, a refund of any contributions made by the member and/or employer to the Scheme accumulated at such reasonable commercial rate of interest as the Company may allow, will be available. Contributions by the member to any scheme from which a transfer has been made in accordance with the provisions of Rule 13 will be treated as contributions to this scheme.
- 10.2 If, at the date of leaving, the member has been a member of the scheme for at least three months, the member may elect to have the cash equivalent of the benefits to which he/she is entitled transferred to an Other Scheme, in accordance with the provisions of Rule 12, as an option to the benefit described in Rule 10.1.
- 10.3 If, at the date of leaving, the member has been a member of the Scheme for at least two years, the member may elect to receive a paid-up policy securing the benefits to which the member is entitled, as an option to the benefit described in Rule 10.2.
- 10.4 If, at the date of leaving, the member was a member of the Scheme for at least two years and was paying regular contributions to the scheme, the member may elect to receive a paid-up benefit in respect of the Employer's contributions and continue to make personal contributions to the policy, as an option to the benefits described in Rules 10.2 and 10.3.
- 10.5 Where available, the option selected under rules 10.2, 10.3 or 10.4 should be advised to the Insurer within thirty days after the date of leaving service. Should no such option be advised within that period the member will be deemed to have selected the option in Rule 10.3 or, if that option is not available to him, the option in Rule 10.1.
- 10.6 Any paid-up policy provided under Rule 10.3 will be endorsed to provide that the policy may not be assigned or surrendered except as provided under rule 10.7 or 14.3.
- 10.7 Where a member's policy is converted to a paid-up policy in accordance with the provisions of rule 10.3, the Trustees may assign the policy to the member, at the absolute discretion of the Trustees.
- 10.8 Any policy assigned to a member in accordance with the provisions of rule 10.7 will be endorsed to provide that the policy may not be subsequently assigned or surrendered except as provided under rule 14.3.

## **RIGHT OF EMPLOYER TO DISCONTINUE CONTRIBUTIONS**

- 11.1 The liability of the principal employer or any participating employer to pay contributions to the scheme may be discontinued without the consent of the members either voluntarily by the employer giving notice to the Trustees in respect of such one or more members as the employer may decide, or automatically if the employer goes into liquidation or ceases to trade or is dissolved, except that any successor to that employer's business employing some or all of the members concerned may expressly assume the obligations under the scheme of its predecessor by becoming a participating employer.
- 11.2 When the liability of an employer is discontinued, if the employer has not gone into liquidation or ceased to trade or been dissolved the Trustees will decide either that the scheme will be continued in respect of each member concerned with such modified benefits as the member's policy provides or that the part of the scheme applicable to such member will be terminated.
- 11.3 When the liability of an employer is discontinued and no successor expressly assumes the obligations of that employer under Rule 11.1, contributions payable by all members employed by that employer will cease.
- 11.4 When any action is taken under Rule 11, the Trustees will notify in writing each member affected of the nature of the alteration and of the effect of that alteration on his/her benefits.

## **RIGHT OF MEMBERS TO DISCONTINUE CONTRIBUTIONS**

- 11.5 A member may at any time notify the Trustees in writing that:
- (a) he/she no longer wishes the employer to pay contributions to the scheme on his behalf,
  - or
  - (b) he/she no longer wishes to contribute to the scheme.
- In either case, all contributions under Rule 4 will cease and the options under Rules 10.1 to 10.3 will apply as if service had ended on the date of the notice.



12.1 If the principal employer is absorbed or amalgamated by another corporation, such reconstructed or amalgamated company may, subject to the consent of the Trustees and the Insurer, become new principal employer for all purposes of the scheme from a date agreed between the principal employer, the Trustees and the Insurer.

12.2 If the principal employer ceases to participate in the scheme, another associated employer, including another participating employer, may take the place of and become the principal employer for all purposes of the scheme from a date agreed between the principal employer, the Trustees and the Insurer, provided Registration of the scheme is not prejudiced.

12.3 Any new principal employer appointed under Rule 12.1 or 12.2 must execute an appropriate amending deed and agree to be bound by the scheme Documents.

## **MEMBER'S RIGHT TO A CASH EQUIVALENT**

13.1 A member has a right to a 'cash equivalent' under the provisions of Part IV or Part IVA of Chapter IV of the Pension Schemes Act.

If a member elects to apply for a 'cash equivalent', which by definition relates to the whole of the member's interest in the Scheme, then all the member's accrued rights in all arrangements under the Scheme must be transferred.

## **TRANSFER PAYMENTS**

13.2 In the absence of an election to apply for a statutory right to transfer a 'cash equivalent' under rule 13.1, the Trustees may, nevertheless, at the written request of a member instruct the Insurer to transfer the member's fund to another Scheme of which he or she has become a member.

### **Receiving Scheme**

13.3 The member's fund may be transferred to an Other Scheme.

### **Pension Credit Rights**

13.4 In the event of pension credit rights arising, these must be implemented by a transfer to a Scheme of the type listed in rule 13.3 or, where the Trustees and the Insurer permit, to a new arrangement for the ex-spouse within the Scheme.

## **TIME OF TRANSFER**

13.5 Except as described in rule 13.6, the transfer must be completed before pension date.

## **PENSION CREDIT RIGHTS**

13.6 Where a pension sharing order is made before the member's pension date under an arrangement but is not implemented by that date, then a transfer of pension credit rights may still be made subject to the requirements of the Transfer Payments Regulations 2001 and the Discharge Regulations.

## **DISCHARGE OF RIGHTS**

13.7 Entitlement to benefit under the Scheme for or in respect of the member or survivor will cease in respect of any rights transferred in accordance with Part 13 of these Rules and the Scheme will be discharged from any obligation to provide benefits in respect of those rights.

## **MULTIPLE TRANSFERS**

- 13.8 A member may elect under this rule for different parts of the member's fund(s) to be transferred as described above to different Schemes, provided all the member's fund is being transferred from the arrangement.

## **TRANSFERRING SCHEME**

14.1 The Trustees may, at the written request of a member, accept a transfer payment representing the value of the member's rights (including any pension credit rights) from an Other Scheme

The Trustees may accept a transfer without the member's written request where the transfer originates from a Scheme which is being wound-up and the Rules of that Scheme do not require the member's consent to that transfer.

### **Transfer In With Pension Debit**

14.2 Where the Trustees accept a transfer payment into the Scheme and are informed by the transferring Scheme of a pension debit relating to the transfer payment then the Trustees must retain details of this pension debit. If those benefits are transferred from the Scheme in accordance with Part 13 of these Rules then the Trustees must give full details of the pension debit to the receiving Scheme's administrator.

## **GENERAL CONDITIONS**

14.3 The transfer must be made by a direct payment between the other Scheme and the Trustees (or the Insurer). The transfer may not be paid or passed through a financial intermediary or broker.

14.4 A transfer payment is not a contribution for the purposes of tax relief and the transfer value is not to be included in the member's annual allowance calculation. It may not be used for the purpose of Rules 4.18 to 4.20 (buying life insurance).

### **TIME OF TRANSFER**

14.5 The transfer must be completed before the member's pension from the member's fund is due to start.

## **INDIVIDUAL LIFETIME ALLOWANCE**

15.1 Before the occurrence of any Benefit Crystallisation Event the Trustees shall determine whether or not a Chargeable Amount will arise.

The member or the member's employer will notify the Trustees no later than month before the Benefit Crystallisation Event of any enhanced lifetime allowance or enhanced protection entitlements he intends to rely upon.

The member will produce, within one month of being requested to do so by the Trustees, such evidence and/or information and/or declaration as the Trustees reasonably require to determine whether or not a Chargeable Amount will arise. If the member fails to respond fully or at all to the Trustees' request, the Trustees may withhold the benefit/transfer payment or proceed on the assumption that all Benefit Crystallisation Events in relation to the member under the Scheme constitute a chargeable amount.

The Trustees and the Insurer will rely in good faith upon the information and or evidence produced by the member and the member's employer being correct.

Where two or more Benefit Crystallisation Events are going to occur simultaneously under different arrangements or another registered pension scheme, the member must decide as to the order the Benefit Crystallisation Events will be considered for the purposes of the individual lifetime allowance and the member or the member's employer must notify the Trustees of that decision.

If a Chargeable Amount arises the Trustees will deduct from the benefit/transfer payment an amount equivalent to the lifetime allowance charge and account for the tax due, save where the chargeable amount arises in respect of a lump sum death benefit in which case the Trustees will not make any deduction for the lifetime allowance charge which shall be the sole liability of the recipient of the lump sum death benefit.

The Trustees will issue notices and, where a lifetime annuity is purchased from the Insurer, annual statements in accordance with the Provision of Information Regulations 2006 in respect of any Chargeable Amount and the amount of the individual lifetime allowance that has been used.

## **ASSIGNMENT OR SURRENDER**

15.2 Rights to a lump sum retirement benefit under the Scheme may not be assigned or surrendered by a member, except to the extent necessary to give effect to comply with a pension sharing order.

15.3 No pension secured with a member's fund (or substitute member's fund, where relevant) may be assigned or surrendered except in the following circumstances:

(1) A pension which continues under a guarantee to a person's estate after his or her death may be assigned by the member's will, or by his or her personal representatives in distributing his or her estate, for any of the following reasons:

- to give effect to his or her will; or
- to give effect to the rights of those entitled on his or her intestacy; or
- to appropriate it to a legacy or to a share or interest in the estate.

(2) To the extent necessary to comply with a pension sharing order.

(3) As permitted by sections 342A to 342C of the Insolvency Act 1986 and sections 36A to 36C of the Bankruptcy (Scotland) Act 1985, as amended by sections 15 to 16 of the Welfare Reform and Pensions Act 1999.

(4) As permitted by section 273 to 278 of the Proceeds of Crime Act 2002.

(5) As permitted by Rule 10.7.

## **INFORMATION TO MEMBERS**

15.4 The Trustees will issue an annual statement to members and others as required through section 113 of the Pension Schemes Act.

## **BENEFICIARY UNABLE TO ACT**

15.5 If the Trustees believes that a person entitled to payments is unable to act for any reason, the Trustees may arrange that payments, instead of being made to that person, will be made for the maintenance of that person and / or any of that person's dependants. If any payments are not so made, they (and any proceeds) must be held for the person concerned until that person is again able to act. If that person dies without becoming able to act, payment must be made to that person's estate. Any payment made in accordance with this provision will discharge the Scheme from any obligation to provide the benefits to which it relates.

## **WHEREABOUTS UNKNOWN**

15.6 The Trustees may use discretion to decide that any person who is entitled to a payment under the Scheme shall cease to have any claim to the payment if at least six years have passed from the date the payment became due and the address of the person is not known to the Trustees. The Trustees must, however, first take all reasonable steps to ascertain the address.

## **EVIDENCE**

15.7 The Trustees and the Insurer may require any member or any other person to whom a pension or lump sum is payable under the Scheme to produce any evidence, declaration or information which the Trustees or the Insurer may from time to time reasonably require. If the member or the other person does not produce the evidence, declaration or information, the Trustees or the Insurer may withhold payment of any benefit to which it is relevant until it is produced.

The Trustees and the Insurer will rely in good faith upon the evidence, declaration or information produced by the member and the member's employer being correct.

If the member or the member's employer provides any evidence, declaration or information which is incorrect the Trustees or the Insurer may modify or restrict the benefits to be provided for or in respect of the member and/or take such other appropriate action at its discretion.

In the event that the Trustees or the Insurer suffer any direct or indirect loss, including any tax charge arising from an unauthorised payment, as a result of the member and/or the member's employer providing any incorrect evidence, declaration or information, the amount of the loss shall be treated as a debt due from the member and/or the member's employer to the Trustees or the Insurer as applicable.

## **NOTICES**

15.8 Where these Rules give a member or other person any choice, the Trustees and the Insurer may impose any requirements as to the period or form of the notice to be given by the member or other person, so long as these do not conflict with any requirements specified in these Rules.

Any notice to be given by the Trustees to a member, dependant or employer under these Rules may be given by sending it to him by post at his last known address in which case it shall be deemed to have been received by him on the third day after it is sent.



## **THE INSURER**

16.1 The Insurer is a person permitted by section 154 of the FA2004 to establish a registered pension Scheme.

## **CLOSING THE SCHEME**

17.1 The Trustees may at any time:

- (1) stop admitting new participating employers and/or members (or substitute members where relevant) to the Scheme, but continue to accept contributions from, and in respect of, existing members; or
- (2) stop admitting new participating employers and/or members (or substitute members where relevant) to the Scheme and stop accepting contributions from, and in respect of, existing members.

17.2 If the Scheme is closed, the Trustees will continue to operate the Scheme under the Scheme documents, unless the Trustees are winding-up the Scheme. Where (2) of rule 17.1 applies, the Trustees must notify each member or other beneficiary of his or her rights and options under the Scheme.

## **WINDING-UP THE SCHEME**

17.3 The Trustees may wind-up the Scheme at any time and thereafter will notify each member of his or her rights and options under the Scheme. This notification will include notice of the member's rights to a transfer under Part 13 of these Rules.

17.4 When a member does not make a choice under Part 13 of these Rules, the Trustees may deal with each member's benefits in any of the following ways, at the Trustees' absolute discretion. The member's consent will not be necessary. Different options under this rule may be selected for different members:

- (a) Transfer the member's fund to another registered pension Scheme of the Trustees' choice
- (b) Convert the member's policy to a paid-up policy as if the member had left service, in accordance with Rule 10.3 and assign the policy to the member in accordance with Rule 10.7
- (c) Pay a winding up lump sum to the member where the amount of the member's fund satisfies the requirements of paragraph 10 of Schedule 29 of the FA 2004.



## **WITHDRAWAL OF SCHEME REGISTRATION**

18.1 In the event of de-registration, the Trustees will inform the members (and other beneficiaries, as appropriate) within three months of the date of receipt of the notice of de-registration unless the Trustees appeal. If an appeal is made, the Trustees will inform the members and other beneficiaries within three months of the date of receipt of the notice that the General Commissioners/Special Commissioners have dismissed the appeal or have ruled that the decision is to have effect from a different date. The Trustees will then wind-up the Scheme as described in Part 17 of these Rules.



## **INVESTMENTS GENERALLY**

19.1 The Trustees shall not directly or indirectly hold an investment that may prejudice registration. It is a decision for the Trustees as to how Scheme funds are invested and the degree of investment choice open to a member. This Scheme does not allow Scheme members such investment choice so any arrangement becomes a self-administered pension scheme. It is the responsibility of the Trustees to ensure that any investments made conform with the requirements of these Rules and that the Scheme shall not directly or indirectly hold an investment that may prejudice Registration.



## **POWER TO ALTER THESE RULES**

20.1 The Trustees may at any time, in writing, make any alteration to the Scheme's trusts and these Rules including any alteration necessary to ensure that the Scheme retains its Registration. This power of alteration may be exercised by the Trustees alone, and without any conditions except this rule 20.1 and 20.2. It is additional to, and independent of, any other power of alteration in relation to the Scheme.

## **ALTERATION OF AN ARRANGEMENT**

20.2 No arrangement may be amended in a way that could prejudice Registration of the Scheme.