

**The Scottish Provident Institution**

**Staff Pension Fund**

**Main Booklet**

*(applicable to all Staff other than those subject to  
the “Prolific Pre 94 Basis”)*

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## 1. Introduction

This booklet describes our Staff Fund which provides retirement and death benefits for eligible employees. It replaces all previous explanatory literature for members who are in Pensionable Service and is up to date as at 1 June 2001.

This booklet does not, however, apply to the category of staff who were active members of the Prolific Group Pension Fund on 31 December 1993 and who have not subsequently taken up the option to switch to the "Scottish Provident" benefits structure (first offered to such members as at January 1994). Such members should refer to the special booklet which provides details of their benefits under the Fund.

Supplements (and/or letters) providing additional information will be issued to any staff who are entitled to earn pensionable bonuses and to any staff to whom other special provisions apply.

The booklet does not include all the detailed provisions which are necessary for the working of the Fund. If you want to know more about the Fund or about your entitlement to benefit under the Fund, a copy of the Trust Deed and Rules which govern its administration will be made available for inspection. If you wish to see them please contact the head of your department or your local Manager, who will make arrangements with the Secretary to the trustees of the Fund at Group Head Office.

The Fund is used for contracting-out of the earnings-related part of the State scheme under section 9(2) of the Pension Schemes Act 1993. The main effects of this are explained in section 7 of this booklet.

All benefits under the Fund are "funded", i.e. resources are set aside in advance for the purpose of financing the benefits.

The Scottish Provident Institution is the appointed Administrator of the Fund. There are currently eight trustees of the Fund, consisting of three non-executive directors, two executive directors of Scottish Provident and three members of the Fund elected by other members.

Each year all members in Pensionable Service are provided with a statement giving details of their individual entitlements under the Fund. A trustees' report is also prepared annually and members may obtain copies by contacting the Staff Pension Fund Administration Team at the address given below.

Any enquiries about the Fund generally or about your individual entitlement should be marked "Private and Confidential" and sent to the Staff Pension Fund Administration Team, Scottish Provident Institution, Group Head Office, 7-11 Melville Street, Edinburgh, EH3 7YZ.

**June, 2001**

***This booklet is issued for information only. The Trust Deed and Rules govern your legal rights and those of your dependants and beneficiaries***

## 2. Definitions

The following special terms have the meanings given below:

**“Directors”** means the directors of The Scottish Provident Institution.

**“Employer”** means either The Scottish Provident Institution or Scottish Provident International Life Assurance Limited, whichever is appropriate.

**“Fund”** means The Scottish Provident Institution Staff Pension Fund established by trust deed dated 1 December 1936

**“Prolific Fund”** means the Prolific Group Pension Fund established by trust deed dated 29 March 1989.

**“Normal Retirement Date”** means your 60th birthday.

**“State Pension Age”** is:-

- (i) in the case of a man, his 65th birthday,
- (ii) in the case of a woman born before 6 April 1950, her 60th birthday,
- (iii) in the case of a woman born after 5 April 1955, her 65th birthday, and
- (iv) in the case of a woman born between 6 April 1950 and 5 April 1955 inclusive, an age between 60 and 65 (see Appendix 1).

**“Earnings Cap”** is an upper limit on pensionable earnings set by law. The limit, which stands at £95,400 for the 2001/2002 tax year, is normally increased annually in line with increases in the Retail Prices Index.

**Notes:**

- (i) *If you joined the Fund before 1 June 1989, please see section 1 of Supplement A.*
- (ii) *If you were previously a member of the Prolific Fund, please see section 2 of Supplement D.*
- (iii) *If your Pensionable Service includes both part-time and full-time Service, please see Appendix 3*

**“Pensionable Salary”** means your basic annual salary or wages only, excluding

- (i) any bonuses, commission, directors' fees, awards, overtime, local, meal and car allowances, and other fluctuating emoluments, and
- (ii) any earnings in excess of the Earnings Cap.

Subject to (ii) above, at the discretion of your Employer, an allowance may be made for other earnings.

**Notes:**

- (i) *If you joined the Fund before 1 June 1989, please see section 1 of Supplement A.*

- (ii) *If you were previously a member of the Prolific Fund, please see section 2 of Supplement D.*
- (iii) *Special conditions may apply if, for any period, your duties are performed outside the UK.*

**“Final Pensionable Salary”** means your Pensionable Salary for the year ending on the date of retirement, the date of death or the date of leaving Pensionable Service, as appropriate.

**Notes:**

- (i) *If you were not paid at the full rate throughout the year because you were on maternity leave, your Final Pensionable Salary will be taken to be the amount that would have applied but for your maternity leave. However, the amount which applied immediately before your maternity leave commenced will be used if this produces a higher amount.*
- (ii) *If you were not paid at the full rate throughout the year because of sick leave or unpaid parental leave, your Pensionable Salary for the last year in which you were paid at the full rate will be used if it produces a higher result.*
- (iii) *If your Pensionable Service includes both part-time and full-time Service, please see Appendix 3*

**"Dependant"** means any individual who at the date of your death was:

- (i) your spouse, or
- (ii) one of your children, aged less than 18, or aged 18 or more if in full time education or vocational training, or
- (iii) in the opinion of the trustees dependent upon you for the provision of the ordinary necessities of life.

**“Service”** means employment in the U.K. on the permanent staff of your Employer. Individuals who are participating in the career break scheme are not regarded as employees during their break and so career break periods do not count as Service.

**“Pensionable Service”** means continuous active membership of the Fund, up to the date of retirement, death, withdrawal from the Fund (see section 5) or termination of Service (whichever is earliest). Pensionable Service is, however, subject to the following additional conditions and to the notes to section 3:

- (1) all Service as a temporary employee will be excluded from Pensionable Service;
- (2) subject to provisions (1), (3) and (5) of this definition, maternity leave and parental leave will be included as Pensionable Service if you have returned to work in accordance with your conditions of employment relating to the leave; otherwise part of the leave may be excluded from Pensionable Service (see note (ii) to section 19);
- (3) if any maternity leave or parental leave is included as Pensionable Service and the number of hours you are contracted to work are altered on your return to work, such leave will be treated for Pensionable Service purposes as Service completed before your hours of work were changed;

- (4) any period before entering Service with your Employer which your contract of employment states will count for pension purposes under the Fund will be included;
- (5) a maximum of 40 years will count;
- (6) special conditions will apply if you have moved from full-time to part-time Service (or vice versa) - see (4) above and Appendix 3. You will be notified in writing if other special conditions apply.
- (7) if you have a previous period of Pensionable Service which ended within a month of your current period of Pensionable Service commencing, the periods of Pensionable Service before and after the break will be treated as continuous provided you repay any benefits which might have been paid to you in respect of the previous period.

**Notes:**

- (i) *If you joined the Fund before 6 April 1997 a different definition of Pensionable Service applies to you. Please see section 2 of Supplement A for details.*
- (ii) *If you were previously a member of the Prolific Fund a different definition of Pensionable Service applies to you. Please see section 3 of Supplement D for details.*
- (iii) *If you were previously a member of any other pension scheme operated by an employer within the Scottish Provident Group, a different definition of Pensionable Service may apply: if so, you will be notified in writing.*

**“Qualifying Service”** is normally Pensionable Service completed whilst with your Employer but where a transfer value is accepted in accordance with section 4, it includes the period of pensionable employment to which the transfer relates

**“Unpaid Maternity Leave”** means any period of maternity leave (to which you are entitled under your conditions of employment) during which you are neither in receipt of earnings from your Employer nor in receipt of statutory maternity pay.

**"RPI"** means the Index of Retail Prices published by the Government or any other official index published in its place.

### **3. When do I become eligible?**

You are eligible to become a member of the Fund on the day on which you first fulfil all the following conditions:

- (a) You are a permanent U.K. employee of an Employer.
- (b) You have attained age 20 (or age 18, if joining on or after 6 April 2001).
- (c) You have not passed your 55th birthday.
- (d) You are not accruing benefits under any other pension scheme operated by an employer within the Scottish Provident group of companies.
- (e) You have not at any time opted-out of or elected not to join any pension scheme operated by an employer within the Scottish Provident group of companies.

You will become a member when first eligible, unless you elect not to join. If you decide not to join you will not be entitled to join at a later date. If you become a member and you subsequently cease to satisfy conditions (a), (d), or (e) above, your active membership of the Fund will cease and you will be treated as having left Pensionable Service.

**Notes:**

(i) *Special conditions may apply if:*

- \* *you are on maternity leave or parental leave on the day you are first eligible to become a member or if you work or have worked on a part-time or temporary basis, or*
- \* *you were previously a member of any other pension scheme operated by an employer within the Scottish Provident group of companies, or*
- \* *having ceased to be eligible for active membership, you subsequently become eligible and apply for re-admission to active membership.*

*You will be notified in writing if special conditions apply to you.*

(ii) *Prior to 6 April 2001 you were automatically ineligible for membership of the Fund if you became an active member of a personal pension scheme in relation to earnings from an Employer. However, from 6 April 2001, the relevant legislation has been relaxed to enable membership of the Fund to continue provided certain earnings requirements and other conditions are met. Further details are available on request to the Staff Pension Fund Administration Team (address as in section 1).*

(iii) *If you become ineligible for the Fund, your active membership of the Fund will cease and you will be treated as having left Pensionable Service. If you subsequently become eligible once more and apply for re-admission to active membership, special conditions will apply.*

#### **4. Can the Fund accept transfer values?**

If you are entitled to preserved benefits under another employer's scheme or a personal pension scheme or retirement annuity contract you will normally be able to transfer the value of those benefits to the Fund, providing the trustees consent. If you do so, your benefits under the Fund will be increased: special conditions will apply and you will be advised of them.

#### **5. Can I opt out of the Fund?**

You may opt out of active membership of the Fund at any time by giving your Employer (c/o Group Personnel Dept. at Group Head Office) one month's written notice of your intention to do so. If you opt-out, no further contributions will be paid to the Fund on your behalf and your Pensionable Service and cover for death-in-service benefits will cease. On cessation of your Pensionable Service the rights and options described in section 19 will apply to you.

Because your employment will no longer be contracted-out (see section 7), you will become liable to pay national insurance contributions at the full rate and will be required to participate fully in the earnings-related part of the state scheme (SERPS).

If you opt out of the Fund you will not be entitled to re-enter.

## 6. Do I pay anything?

The whole cost of the benefits is met by the Employers. The rates at which they contribute are determined on actuarial advice.

You may, however, pay voluntary contributions in order to increase your pension. These cannot, however, be used to provide an increased cash sum on retirement.

Voluntary contributions are deducted from your salary and are applied by the trustees to a separate "money purchase" insurance policy with Scottish Provident Institution.

The maximum contribution you may pay in any tax year is subject to an overriding limit of 15% of your earnings in that year.

If, however, your earnings in any tax year exceed the Earnings Cap, your maximum contribution for that year will be limited to 15% of the Earnings Cap.

Any contributions are usually deducted from your earnings and under current tax practice are allowed as an expense for tax purposes: this means that your tax is calculated on your earnings after deduction of your contributions, and so is reduced.

In the rest of this booklet voluntary contributions and the benefits secured by them are ignored.

### **Notes:**

- (i) *Where your aggregate retirement benefits exceed Inland Revenue limits a refund of surplus proceeds of voluntary contributions will be made subject to a deduction in respect of tax payable.*
- (ii) *A separate Notice giving more details about voluntary contributions is available from the Staff Pension Administration Team at the address given in section 1.*
- (iii) *If you were a member of the Fund before 1 June 1989, please see sections 1 and (3) of Supplement A.*
- (iv) *If you were previously a member of the Prolific Fund, please see section 4 of Supplement D.*

## 7. How does contracting-out affect the Fund?

As a contracted-out employee, you pay lower National Insurance contributions and participate in the earnings-related part of the State Scheme (SERPS) only to a limited extent. This means that the earnings-related state pension is reduced accordingly. The reduction in your National Insurance contributions is currently 1.6% of your earnings between the National Insurance contribution threshold and the upper earnings limit (your "upper band earnings").

As from April 2001, the National Insurance contribution threshold will correspond with the taxable earnings threshold. The upper earnings limit is approximately equal to seven times the amount of the basic state pension for a single person. The Government fixes the relevant amounts at the start of each tax year.

In order to operate as a contracted-out scheme, the Fund as a whole, must satisfy a "statutory standard" of quality laid down in the Pension Schemes Act 1993. The Fund will be required to certify to the Government every three years, that it continues to meet the contracting-out requirements.

**Note:**

*If you were a member of the Fund before 6 April 1997 or you were previously a member of the Prolific Fund, please see section 4 of Supplement A or section 5 of Supplement D, as appropriate.*

## **8. How is my pension calculated?**

On retirement at Normal Retirement Date, you will be entitled to a pension for life. The amount of pension will be 1/60th of Final Pensionable Salary for each year of Pensionable Service (with an allowance for odd months).

Cost-of-living increases will be provided as described in section 17.

**See Appendix 2 - Example 1**

**Notes:**

- (i) *If you were a member of the Fund before 6 April 1997 or you were previously a member of the Prolific Fund, please see section 4 of Supplement A or section 5 of Supplement D, as appropriate.*
- (ii) *If your Pensionable Service includes both part-time and full-time Service, please see Appendix 3.*

## **9. What happens if I should suffer serious ill-health?**

If you cannot work any longer through ill-health, you may be granted a special early retirement pension. You will qualify for such a pension if:-

- (1) you have completed at least 5 years' Service (excluding sick leave, Unpaid Maternity Leave and unpaid parental leave);
- (2) you have suffered permanent physical or mental deterioration in your health which, in the opinion of the trustees, prevents you from following your normal employment or which very seriously impairs your earning capacity; and
- (3) the breakdown in your health was not due to illness arising during a period of unpaid leave of absence from your employment.

The Directors will decide whether you qualify, acting on such medical evidence as the trustees may require to enable them to assess the level of your physical or mental impairment. The Directors will also decide the date of retirement.

The amount of pension will be 1/60th of Final Pensionable Salary for each year of Pensionable Service you would have completed if you had remained in Service until Normal Retirement Date (with an allowance for odd months).

Cost-of-living increases will be provided as described in section 17.

**See Appendix 2 - Example 1**

**Notes:**

- (i) *The Directors reserve the right to limit the amount of pension so that the total of the pension (before any exchange for a cash sum) and all state incapacity benefits (including any increase for dependants) does not exceed your Pensionable Salary when it ceased to be paid at the full rate.*
- (ii) *The pension may be reduced or terminated if before Normal Retirement Date you re-enter Service or obtain employment elsewhere or recover to such an extent that you are no longer, in the opinion of the Directors, in a state of serious ill health.*
- (iii) *If your Pensionable Service includes both part-time and full-time Service, please see Appendix 3.*

**10. May I retire voluntarily before Normal Retirement Date?**

If you leave Service before Normal Retirement Date and section 9 does not apply, you will normally be dealt with as described in section 19.

If you are not taking up other work, however, the Directors may agree to your receiving a reduced immediate pension, provided you are at least age 50 (although if you are under age 55 the Directors will agree only in very exceptional circumstances).

The pension you would receive would be calculated actuarially.

**Note:**

*Special provisions apply if you joined the Fund before 1 January 1985 and elected to remain on the "Pre 85 Basis". Please see section B of Supplement B for details.*

**11. May I retire after Normal Retirement Date?**

Retirement may not normally be postponed beyond Normal Retirement Date.

**Note:**

*Special provisions apply if you joined the Fund before 1 January 1985. Please see Supplement B for details.*

**12. May I take a cash sum on retirement?**

On retirement you may exchange part of your pension for a cash sum. Normally up to one quarter of your pension may be exchanged, but the Directors may agree to a higher proportion. The cash sum must be within Inland Revenue limits and will be determined actuarially.

**See Appendix 2 - Example 1**

### **13. May I provide for a dependant on retirement?**

On retirement you may be able to give up part of your pension to provide a pension for a named dependant on your death (in addition to any pension under section 15(b)). Details will be available on request at retirement.

### **14. What is payable if I die in Pensionable Service before Normal Retirement Date?**

#### **(a) Lump sum**

A lump sum equal to four times your Pensionable Salary at the date of death will be payable.

#### **(b) Widow(er)'s pension**

If you are survived by a widow(er), a widow(er)'s pension will be payable. The amount of pension will be 1/120th of Final Pensionable Salary for each year of Pensionable Service you would have completed if you had remained in Service until Normal Retirement Date (with an allowance for odd months).

#### **(c) Child's pension**

If you are survived by a child or children, a child's pension will be payable.

Each child's pension will be one-quarter of the amount of the widow(er)'s pension specified above, (whether or not a widow(er)'s pension is actually payable) unless there are more than 4 eligible children, when each child's pension will be the amount of the widow(er)'s pension divided by the number of children. If both parents are dead, the pension may be increased at the Directors' discretion.

"Child" for this purpose means a child under age 18 who was wholly or mainly dependent on you. A child continuing in full-time education beyond age 18 may be included at the Directors' discretion.

### **See Appendix 2 - Example 2**

#### **Notes:**

- (i) *If you joined the Fund before 1 January 1985 special provisions may apply in relation to the calculation of the pensions under (b) and (c) above. Please see Supplement B for details.*
- (ii) *If your widow(er) is more than 10 years' younger than you, the widow(er)'s pension will be reduced by 2% for each year by which the difference in your ages exceeds 10 years (with an allowance for odd months). The child's pension will be based on the widow(er)'s pension before any such reduction.*
- (iii) *Cost-of-living increases in the pensions under (b) and (c) above, will be granted as described in section 17.*

- (iv) *During any period of maternity leave or parental leave granted in accordance with your conditions of employment, you will be covered for the benefits under this section. The lump sum benefit will normally be based on the Pensionable Salary that would have applied but for your leave. However, your Pensionable Salary immediately before the absence will be used if this produces a higher amount.*
- (v) *If you die without a widow(er)'s pension becoming payable under this section, the trustees may, at their absolute discretion, provide a pension for one or more of your adult dependants (if any), of such amount and on such terms and conditions as they may decide.*
- (vi) *If your Pensionable Service includes both part-time and full-time Service, please see Appendix 3.*

## **15. What is payable if I die after retirement?**

### **(a) Lump sum**

A lump sum may be payable if you have retired due to serious ill health, in accordance with section 9, and you die before Normal Retirement Date.

It will be equal to four times Pensionable Salary immediately before retirement less any instalments of pension already paid (before deduction of tax) and less any cash sum taken at retirement under section 12.

### **(b) Widow(er)'s pension**

If you are survived by a widow(er), a widow(er)'s pension will be payable. The pension will be equal to one-half of your pension at the date of retirement, calculated before any exchange for a cash sum or a dependant's pension.

Cost-of-living increases will be added to the widow(er)'s pension in respect of the period from the date of retirement to the date of your death as described in section 17.

### **See Appendix 2 - Example 1**

#### **Notes:**

- (i) *The widow(er)'s pension ranks for cost-of-living increases during payment as described in section 17.*
- (ii) *If you marry or remarry after retirement and die within 6 months of the marriage or remarriage, the widow(er)'s pension may be withheld at the Directors' discretion.*
- (iii) *If your widow(er) is more than 10 years' younger than you, the pension will be reduced by 2% for each year by which the difference in your ages exceeds 10 years (with an allowance for odd months).*
- (iv) *If you die without a widow(er)'s pension becoming payable under this section, the trustees may, at their absolute discretion, provide a pension for one or more of your adult dependants (if any), of such amount and on such terms and conditions as they may decide.*

- (v) *If your Pensionable Service includes both part-time and full-time Service, please see Appendix 3.*

## **16. How are pensions paid?**

Your pension commences on retirement and ceases on your death.

Any other pension commences on the date of your death and ceases on the date of the beneficiary's death, with the following exceptions:-

- (1) A child's pension ceases when the child ceases to be eligible.
- (2) A widow(er)'s pension may be discontinued (or reduced) at the Directors' discretion if the recipient remarries before age 50.
- (3) Any dependant's pension provided at the absolute discretion of the trustees will be subject to such special terms and conditions as they may decide.

Pensions are normally payable by monthly instalments at the end of each month.

## **17. Are there cost-of-living increases in pensions?**

### **(a) Automatic increases**

All Relevant Pensions (as defined below) will be increased on 1 January 2001 and on each following 1 January by the increase in the RPI during the year ending on the preceding 30 September (or such other reference period as the Directors and trustees should decide), subject to a cap of 5% on the size of increase which the Directors are required to grant in respect of any one year.

If on any 1 January after 2001, the RPI increase has to be restricted because of the cap, a record will be kept of the shortfall between the capped increase given and the corresponding increase in RPI.

If on a later 1 January the RPI increase should fall to a level below the cap, the opportunity will be taken to make up the shortfall, subject to the total increase (ie the RPI increase plus the "catch up" increase) not exceeding the cap.

Where the period to which an increase applies is less than a full year, the increases and the size of the cap will be proportionately reduced.

*"Relevant Pension" means any pension in payment excluding:*

- (i) *if you were a member of the Fund before 6 April 1997, your GMP and your widow(er)'s GMP (including any increases in respect of such GMPs),*
- (ii) *any pension secured by your voluntary contributions;*
- (iii) *any benefits in respect of augmentations granted or transfer values received which are not attributable to Pensionable Service completed after 5 April 1997.*

The automatic increases to Relevant Pensions, as described above, are inclusive of any increases in respect of Limited Price Indexation and any discretionary increases provided by the Directors (see below).

**(b) Limited Price Indexation ("LPI")**

The total increases made to pensions in payment under the Fund are guaranteed to be not less than the minimum increases required under the Pensions Act 1995. In broad terms the Act requires the Fund to provide increases on parts of pensions in payment which relate to Pensionable Service completed after 5 April 1997 up to a maximum of 5% per annum, or the increase in the RPI if less.

The increases may be offset against any other increases to pensions in payment provided by the Fund. Moreover, if in any tax year, the total increases to pensions in payment awarded by the Fund exceed LPI, the LPI which would otherwise have to be paid by the Fund in subsequent tax years may be reduced by the "overpayment" previously made.

LPI does not apply to pensions secured by additional voluntary contributions - it does, however, apply to members' pensions and to widow(er)'s and children's pensions and other dependants' pensions.

**(c) Discretionary increases**

The Directors have additional powers to authorise increases in pensions to take account of increases in the cost of living and pensions are regularly reviewed with a view to exercising this power in circumstances where the total increases to pensions do not match price inflation. The review covers both pensions in payment and pensions which may become payable on the deaths of existing pensioners.

**Notes:**

- (i) *If you were a member of the Fund before 6 April 1997 please see section 4(c) of Supplement A.*
- (ii) *If you were previously a member of the Prolific Fund please see section 5(c) of Supplement D for details of increases to GMPs.*

**18. How are lump sum death benefits paid?**

Any lump sum death benefit will be paid, at the discretion of the trustees, to or for the benefit of such persons and in such proportions as the trustees decide. The beneficiaries may include any individuals, your legal personal representatives, the trustees of any trust whose particulars you have notified to the trustees in writing and any charities whose names you have notified to the trustees in writing

In exercising their discretion, the trustees will take account of any wishes you may have expressed but are not obliged to follow them. An "Expression of Wish" form is available from Group Personnel Dept. for this purpose.

**Note:**

*Special provisions may apply to you if you joined the Fund before 1 January 1985 and elected to remain on the "Pre 85 Basis". Please see section B3 of Supplement B for details.*

## 19. What happens if I leave Pensionable Service before retirement?

- (a) If you leave Pensionable Service before retirement and have completed two years' Qualifying Service, the following benefits will be provided:-
- (1) a deferred pension for you, payable from Normal Retirement Date: the amount will be calculated as described in section 8 but based on Final Pensionable Salary and Pensionable Service at the date of leaving;
  - (2) a pension payable on your death to your widow(er): the amount will normally be one-half of your basic deferred pension as described in (1) above. If your widow(er) is more than 10 years younger than you, or if you marry after leaving and die within 6 months of the marriage, the pension will be subject to the reductions described in the notes to section 15.

At Normal Retirement Date, your deferred pension will be subject to revaluation increases in respect of the period from the date of leaving Pensionable Service until Normal Retirement Date.

The widow(er)'s pension will also be subject to revaluation increases: these will be provided in respect of the period from the date of leaving Pensionable Service until Normal Retirement Date or the date of your death, if earlier.

The rate of the revaluation increases will be 5% per annum or the increase in the Retail Prices Index, if less.

Once pensions have come into payment they will be subject to further increases as described in section 17.

At Normal Retirement Date the conditions and options mentioned earlier in this booklet will apply as if you had retired at that date, with appropriate adjustments.

### ***See Appendix 2 - Example 3.***

- (b) If benefits are preserved for you, you will normally have the right to have the value of those benefits transferred either to another contracted-out scheme which you have joined and which is willing to accept it or to an appropriate personal pension scheme or special insurance policy.

Transfer values must comply with prescribed statutory requirements and will be determined in a manner consistent with the actuarial guidance note GN11 - "Retirement Benefit Schemes - Transfer Values". Provided you submit a written application for the transfer to be made within three months from the date of the statement, the amounts quoted in the statement will normally be guaranteed.

If any of the benefits included in the transfer value are subject to LPI increases as described in section 17(b), the receiving scheme or policy may be required to provide similar increases.

Particulars of transfer values will be provided to active and deferred members on request. Requests for statements and/or payments of transfer values should be

made in writing to the trustees c/o the Staff Pension Fund Administration Team (address as in section 1).

- (c) If you leave Pensionable Service before completing two years' Qualifying Service, no benefits will be preserved for you under the Fund. A premium will be paid to the State Scheme to buy you back into the earnings-related part of it.
- (d) In certain circumstances, on leaving Service, you may be able to effect, without producing evidence of health, a whole-life or endowment assurance policy on your own life with The Scottish Provident Institution, for an amount not exceeding the lump sum death benefit for which you were covered at the date of leaving (but only if the Institution is transacting new policies of this type at the time).

A policy which would provide additional cover such as critical illness benefits during your lifetime, is not permitted. The policy, which must be effected within a month of leaving Service, will be issued subject to The Scottish Provident Institution's then current rates of premium and conditions.

**Notes:**

- (i) *If you were a member of the Fund before 6 April 1997 or you were previously a member of the Prolific Fund, please see section 4 of Supplement A or section 5 of supplement D, as appropriate.*
- (ii) *If you take maternity leave or parental leave in accordance with your conditions of employment, this section will not apply during that absence. If you do not return to work within the permitted period, however, you will be treated as having left Pensionable Service on the later of :*
  - *the date that you notify your Employer in writing that you do not intend to return to work, and*
  - *the end of your ordinary maternity leave\* or the commencement of your unpaid parental leave (whichever is appropriate).*

*In no case, however, will Pensionable Service be continued after the end of your additional maternity leave\* or beyond the period of forty weeks beginning on the date that your maternity leave commenced, whichever is later. On cessation of Pensionable Service, the provisions of this section will apply to you.*

*\* "Ordinary maternity leave" is the period of ordinary maternity leave (generally 18 weeks) provided under section 71 of the Employment Rights Act 1996 and "additional maternity leave" is the period of additional maternity leave (generally 29 weeks) provided under section 73 of the same Act.*

## **20. Can the Fund be altered or terminated?**

The Rules provide for the Fund to be discontinued on the winding-up of the Scottish Provident Institution (other than for the purpose of reconstruction or amalgamation), but only if no other employer takes its place for the purposes of the Trust Deed and Rules. There is no obligation to pay the benefits if the Fund's resources are insufficient to do so, but actuarial advice on the adequacy of those resources is obtained at regular intervals.

The trustees, with the approval of the Directors, may alter the Fund provisions at any time. The power of alteration is, however, a limited one and members' interests are protected by the trust documents and by the provisions of the Pensions Act 1995.

In calculating widow(er)s' and children's pensions no adjustments are made for state benefits, but the Directors have a specific power to direct that adjustments be made if, in their opinion, increases in state benefits warrant them.

## **21. Additional Information**

### **(a) Internal Disputes Resolution (IDR) Procedures**

The Pensions Act 1995 requires trustees to have a formal procedure in place for the resolution of disputes between members of the Fund (and certain classes of beneficiary) and the trustees.

You may raise any concerns you may have about the operation of the Fund, on an informal basis, with your head of department or local Manager. If, however, you have any concerns or complaints concerning the trustees which you wish to raise on a more formal basis you should put the matter in writing to the Staff Pension Fund Administration Team and ask for it to be considered under the IDR Procedures.

For further information about the IDR Procedures and the types of dispute covered, please refer to the separate Note issued on behalf of the trustees or contact the Staff Pension Fund Administration Team at the address given in section 1.

### **(b) Tax treatment of the Fund**

The Fund is treated as an "exempt approved scheme" under Chapter I of Part XIV of the Income and Corporation Taxes Act 1988. This confers tax advantages. A condition of approval is that both the benefits provided by the Fund and the contributions to the Fund are within limits imposed by the Inland Revenue. These limits mainly depend on periods of Service and earnings.

### **(c) Contribution and benefit limits**

To ensure continued approval of the Fund, the Inland Revenue require that certain conditions are met. Most of these conditions are limits on contributions and benefits but there are others. For example, some conditions govern the dates on which benefits can or must be paid.

If you are entitled to benefits from another approved scheme, in certain circumstances your Fund benefits may have to be restricted.

You will be advised if your Fund benefits or voluntary contributions have to be altered to meet Inland Revenue conditions.

### **(d) Non-assignability**

The benefits provided under the Fund are strictly personal and must not be assigned to any other person or used as security.

### **(e) Income Tax**

All pensions payable from the Fund are subject to deduction of income tax under the PAYE procedure.

**(f) Pensions on Divorce legislation**

A new option for sharing marital assets on divorce, known as "pension sharing" is available to couples who commence proceedings for divorce or nullification of marriage on or after 1 December 2000. This option offers an alternative to the existing options of offsetting pension rights against other marital assets or the earmarking of pension rights.

If you are involved in divorce proceedings and require further information please contact the Staff Pension Fund Administration Team (address as in section 1).

**(g) Office of the Pensions Advisory Service and the Pensions Ombudsman**

It is hoped that any concerns or complaints you may have about the Fund can be resolved by raising them on an informal basis or by making use of the IDR Procedures (see (a) above). However, if your problem or complaint cannot be resolved in this way there are two organisations from which members and beneficiaries can get advice and help.

In the first instance, you should contact the Office of the Pensions Advisory Service (OPAS). OPAS is an independent voluntary organisation with local advisers who are experts in pension matters. To find out the name and address of your local OPAS adviser, ask your local Citizens' Advice Bureau (which holds an OPAS directory of advisers) or contact OPAS headquarters at -

11 Belgrave Road  
London  
SW1V 1RB  
Tel: 020-7233-8080

If OPAS fails to solve your problem or complaint, you can contact the Pensions Ombudsman. He is appointed by law but is completely independent and acts as an impartial adjudicator. You may contact him at the above address.

**(h) Occupational Pensions Regulatory Authority (OPRA)**

In addition to the services provided by the Office of the Pensions Advisory Service and the Pensions Ombudsman, there is a further regulatory body, the Occupational Pensions Regulatory Authority (OPRA). OPRA can intervene in the running of schemes where trustees, employers or professional advisers have failed in their duties.

OPRA may be contacted at the following address:-

Invicta House,  
Trafalgar Place,  
Brighton,  
East Sussex,  
BN1 4DW.  
Tel: 01273-627600

**(i) Scheme registration**

The Fund has been registered with the Registrar of Occupational and Personal Pension Schemes in accordance with relevant regulations. The Fund registration number is 100521198.

**(j) Data Protection Act 1998**

Your rights under the Data Protection Act 1998 ensure that information relating to you is stored securely and that the information must only be used by the trustees or their nominated representatives, in connection with the administration of the Fund. You are entitled to be provided with information held by the trustees upon written request to the Team Manager, Staff Pension Fund Administration Team (address as in section 1).

**State Pension Age for women born between 6 April 1950 and 5 April 1955**

For women born between 6 April 1950 and 5 April 1955 inclusive, the table below shows when the state pension is due to start ("State Pension Age").

<b>Date of Birth</b>	<b>State Pension Date</b>	<b>Date of Birth</b>	<b>State Pension Date</b>
06.04.50 - 05.05.50	06.05.2010	06.11.52 - 05.12.52	06.07.2015
06.05.50 - 05.06.50	06.07.2010	06.12.52 - 05.01.53	06.09.2015
06.06.50 - 05.07.50	06.09.2010	06.01.53 - 05.02.53	06.11.2015
06.07.50 - 05.08.50	06.11.2010	06.02.53 - 05.03.53	06.01.2016
06.08.50 - 05.09.50	06.01.2011	06.03.53 - 05.04.53	06.03.2016
06.09.50 - 05.10.50	06.03.2011	06.04.53 - 05.05.53	06.05.2016
06.10.50 - 05.11.50	06.05.2011	06.05.53 - 05.06.53	06.07.2016
06.11.50 - 05.12.50	06.07.2011	06.06.53 - 05.07.53	06.09.2016
06.12.50 - 05.01.51	06.09.2011	06.07.53 - 05.08.53	06.11.2016
06.01.51 - 05.02.51	06.11.2011	06.08.53 - 05.09.53	06.01.2017
06.02.51 - 05.03.51	06.01.2012	06.09.53 - 05.10.53	06.03.2017
06.03.51 - 05.04.51	06.03.2012	06.10.53 - 05.11.53	06.05.2017
06.04.51 - 05.05.51	06.05.2012	06.11.53 - 05.12.53	06.07.2017
06.05.51 - 05.06.51	06.07.2012	06.12.53 - 05.01.54	06.09.2017
06.06.51 - 05.07.51	06.09.2012	06.01.54 - 05.02.54	06.11.2017
06.07.51 - 05.08.51	06.11.2012	06.02.54 - 05.03.54	06.01.2018
06.08.51 - 05.09.51	06.01.2013	06.03.54 - 05.04.54	06.03.2018
06.09.51 - 05.10.51	06.03.2013	06.04.54 - 05.05.54	06.05.2018
06.10.51 - 05.11.51	06.05.2013	06.05.54 - 05.06.54	06.07.2018
06.11.51 - 05.12.51	06.07.2013	06.06.54 - 05.07.54	06.09.2018
06.12.51 - 05.01.52	06.09.2013	06.07.54 - 05.08.54	06.11.2018
06.01.52 - 05.02.52	06.11.2013	06.08.54 - 05.09.54	06.01.2019
06.02.52 - 05.03.52	06.01.2014	06.09.54 - 05.10.54	06.03.2019
06.03.52 - 05.04.52	06.03.2014	06.10.54 - 05.11.54	06.05.2019
06.04.52 - 05.05.52	06.05.2014	06.11.54 - 05.12.54	06.07.2019
06.05.52 - 05.06.52	06.07.2014	06.12.54 - 05.01.55	06.09.2019
06.06.52 - 05.07.52	06.09.2014	06.01.55 - 05.02.55	06.11.2019
06.07.52 - 05.08.52	06.11.2014	06.02.55 - 05.03.55	06.01.2020
06.08.52 - 05.09.52	06.01.2015	06.03.55 - 05.04.55	06.03.2020
06.09.52 - 05.10.52	06.03.2015	06.04.55	06.04.2020
06.10.52 - 05.11.52	06.05.2015		

### Examples

The following numerical examples illustrate the calculation of benefits for a member with a straightforward employment history. Modifications may be necessary if, for example, the member has moved between part-time and full-time employment (see Appendix 3) has broken Service or has transferred to the Fund the value of pension benefits earned elsewhere.

Certain pension benefits qualify for increases after the member has retired, died or left Service in accordance with the provisions set out in the main part of the booklet.

#### **Example 1**

##### **Retiring from Service at Normal Retirement Date**

- (1) Basic particulars on which the example is based

Pensionable Service at Normal Retirement Date	35 years
Final Pensionable Salary	£18,000 p.a.
The member's spouse is 12 years younger than the member	

- (2) Member's pension £ 10,500 p.a.  
i.e.  $£18,000 \times 35/60$

- (3) Exchange of pension for cash

The pension which may be exchanged for cash is	£2,625 p.a.
i.e. one quarter of £10,500 leaving a residual pension of £7,875 p.a. ( $£10,500 - £2,625$ ).	

The cash sum equivalent to the pension exchanged would be determined actuarially.

- (4) Widow(er)'s pension on death after retirement

Widow(er)'s pension	£5,040 p.a.
i.e. $£10,500 \times 0.5 \times 0.96$ .	

If the member were to retire before Normal Retirement Date due to serious ill-health his benefits would also be determined as described above.

#### **Example 2**

##### **Death in service before Normal Retirement Date**

- (1) Basic particulars on which the example is based

Prospective Pensionable Service to Normal Retirement Date	35 years
Pensionable Salary at date of death	£18,500 p.a.
Final Pensionable Salary	£18,000 p.a.
Spouse 12 years younger than member	
3 eligible children	

(2) Benefits		
(a) Lump Sum	$\pounds 18,500 \times 4$	$\pounds 74,000$
(b) Widow(er)'s pension	$\pounds 18,000 \times 35/120 \times 0.96$	$\pounds 5,040$ p.a.
(c) Child's pension (for each child)	$\pounds 18,000 \times 35/120 \times 0.25$	$\pounds 1,313$ p.a.

### **Example 3**

#### **Preserved benefits on leaving Pensionable Service**

(1) Basic particulars on which the example is based

Pensionable Service (to date of leaving)	20 years
Final Pensionable Salary	$\pounds 18,000$ p.a.

The member's spouse is not more than 10 years younger than the member

(2) Basic Preserved Benefits

Member's pension from Normal Retirement Date i.e. $\pounds 18,000 \times 20/60$	$\pounds 6,000$ p.a.
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Widow(er)'s pension i.e. $\pounds 6,000 \times 0.5$	$\pounds 3,000$ p.a.
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**Provision of Benefits for Members with both Part-time and Full-time Service**

The foregoing provisions of the booklet explain how members' pensions are calculated. However, if your Pensionable Service includes a mixture of part-time and full-time Service additional calculations are required in order to ensure that there is a consistency of treatment between the different tranches of Service.

Where you have a period of part-time Pensionable Service followed by a period of full-time Pensionable Service, your part-time Pensionable Service will be converted into its full-time equivalent before calculating your pension (but after restricting your total Pensionable Service to 40 years). The conversion will be made by applying the following formula:

$$\begin{array}{l} \text{Years of part-time} \\ \text{Pensionable Service} \end{array} \quad \times \quad \frac{\text{contractual number of part-time working hours per week}}{35 \text{ (or such other number of hours as constitutes a} \\ \text{normal full-time working week, from time to time)}}$$

Your pension will then be calculated by reference to your total Pensionable Service after conversion.

Where you have a period of full-time Pensionable Service followed by a period of part-time Pensionable Service, your part-time Pensionable Service will be converted into its full-time equivalent as described above. In this case, however, your Final Pensionable Salary will also be converted into its full-time equivalent (the Earnings Cap, if appropriate, being applied to the amount after conversion). Your pension will then be calculated by reference to your Pensionable Service and Final Pensionable Salary after conversion.

Similar calculations will be made when determining your widow(er)'s and children's pensions.

Where benefit calculations take account of prospective Service to Normal Retirement Date (see sections 9 and 14(b)) this will be regarded as part-time or full-time depending on your status at the time of death or retirement, as appropriate.