# The ITF Retirement Benefits Scheme

**Members' booklet**

1 February 2021

International Transport Workers' Federation

This booklet applies to members who are in Pensionable Service on 1 February 2021 or who join the Scheme after that date. The booklet does not apply to Pensioners, Deferred Pensioners and employees who have left the ITF before 1 February 2021. They should refer to booklets and announcements supplied to them when they were in Pensionable Service for a summary of their benefits.

# Contents

# Introduction

The ITF has established a Defined Benefit pension scheme for its employees, known as the ITF Retirement Benefits Scheme (the Scheme). A Defined Benefit pension scheme provides a regular income throughout your retirement, based on a combination of your Pensionable Salary and your service.

- Pension benefits accrued up to and including 31 January 2021 are provided on a "Final Salary" basis. You can find a definition of your "Final Salary" in Section 17 of this guide.
- Pension benefits accrued after 31 January 2021 are provided on a Career Average Revalued Earning (CARE) basis.

Your pension at retirement will therefore be the combination of both your Final Salary pension (if applicable) AND your CARE pension.

Members of the Scheme are required to contribute towards the cost of the Scheme benefits, you can find details of this in Section 4. The ITF pays the balance of the cost of providing benefits and of running the Scheme.

The Scheme is set up as a trust fund and is governed by a trust deed and rules. It is administered by Trustees who have legal responsibility for the money in the fund. This fund is not part of the ITF's assets. The trust deed and rules contain the definitive details of the Scheme and how it operates. A copy is available to Scheme members upon request. This booklet contains basic information concerning the Scheme. If there is any discrepancy between the terms of the Scheme, as set out in this booklet, and the trust deed and rules, the provisions of the trust deed and rules (as updated from time to time) will always prevail.

The Scheme was prior to 6 April 2006 approved by the Inland Revenue as an exempt approved scheme under the Income and Corporation Taxes Act 1988. The tax regime for pensions changed with effect on and from 6 April 2006, and the Scheme became a Registered Pension Scheme for the purposes of Part 4 of the Finance Act 2004. This means that the Scheme and its members benefit from various tax reliefs. It is important to note that benefits payable under the Scheme, as set out in this booklet, will be subject to certain limits (including the Annual Allowance and the Lifetime Allowance) set by HMRC. If the benefits exceed these limits, there may be a tax charge. Further information about these limits is set out at Section 10 of this booklet.

If you have any queries concerning the Scheme or your benefits, please contact:

The Pension Scheme Administrator
ITF Retirement Benefits Scheme
c/o First Actuarial, Trafford House
Chester Road, Manchester
M32 0RS
manchester.admin@firstactuarial.co.uk
0161 348 7498

Some of the terms used in this booklet have a technical meaning. These terms are printed with an initial capital letter to help you identify them, and their meaning is set out in Section 17.

# 1. Main Features of the Scheme

## What will you get?

- A pension payable for life, from the date of your retirement.
- A cash sum payable on death in Pensionable Service before your Normal Retirement Date.
- In the event of your death, a pension payable to your Partner or, if you don't have a Partner, in certain circumstances to your Qualifying Children.

You will find full details in the rest of this booklet. Each year, you will receive a statement of your benefits which should be kept in a safe place for future reference.

## Your future pension

### CARE Pension

Members in the Scheme accrue pension on a Career Average Revalued Earnings (CARE) basis from 1 February 2021. That means, you will build up a proportion (1/60th) of your Pensionable Earnings received over each Scheme year (or part-year). The accrued pension you build up is revalued in line with the relevant CPI Inflation measure on each 1st January.

The first £2,500 of your Pensionable Earnings will receive "double accrual". The double accrual limit of £2,500 will:

- Not be adjusted for part time workers,
- Will be proportioned for part-years of Pensionable Service (for example for members leaving or joining the CARE Scheme part-way through a Scheme year), and
- Will be increased each year in line with CPI inflation.

Members with Pensionable Service in the Scheme prior to 1 February 2021 may have accrued Final Pensionable Salary pension in relation to that period of Pensionable Service. This will be combined with any CARE Pension you build up from 1 February 2021.

You can find an example of how your CARE pension builds up in Section 5.

### Final Salary pension

Pension built up before 1 February 2021 is based on:

- your Final Pensionable Salary at retirement (or earlier date of leaving), and
- your Pensionable Service up to and including 31 January 2021 (including an allowance for any part year's of Pensionable Service, to the nearest month rounded up).

**Tax Free Cash**

Some of your total pension (CARE pension plus Final Salary pension) may be exchanged at retirement for a Pension Commencement Lump Sum (PCLS).

## Your contributions

Members pay contributions to the Scheme to meet some of the cost of benefit build up. From 1 February 2021, members will contribute at the following rates:

| Pensionable Salary | Contributions payable |
|---|---|
| Up to £80,265 | 8% of Pensionable Salary |
| Above £80,265* | 9% of Pensionable Salary above £80,265 |

**Pro rata down for part-time employees based on contractual hours, and this will be calculated on the prevailing B4 grade Pensionable Salary, which will increase each year depending on pay awards, with effect from the date of the pay award.*

You can opt to pay by entering into a Salary Sacrifice Arrangement instead of paying contributions. The advantages and disadvantages of doing so are outlined in Section 4.

You can opt to top-up your future pension by paying additional voluntary contributions (AVCs). See Section 4 of this booklet for more details.

Both regular contributions and AVCs currently enjoy relief from income tax up to the Annual Allowance / Lifetime Allowance limits applying.

## State Pension Benefits

In addition to the benefits provided by the Scheme, you are also entitled to State pension benefits.

Before 6 April 2016 the State provided two pension benefits:

(i) a Basic State Pension, calculated by reference to the number of years you paid National Insurance contributions; and

(ii) a State Second Pension (S2P) (formerly the State Earnings Related Pension Scheme or SERPS) which provided additional pension benefits calculated by reference to earnings within certain prescribed limits.

Until 6 April 2016 the Government allowed pension schemes to contract-out of SERPS, and then S2P, and to provide a benefit from the Scheme for their members in place of the second part of the pension paid by the State. In order to contract-out of SERPS and S2P, pension schemes had to comply with certain statutory requirements. The ITF Scheme was contracted-out.

Since 6 April 2016 the two-tier State pension arrangements described above have been replaced by a new single-tier State pension. As a consequence the Scheme ceased to be contracted-out. Any entitlement you had to a Basic State Pension has been converted into a credit under the State single-tier pension, and the contracted-out rights that you accrued in the Scheme before 6 April 2016 continue to be preserved in the Scheme, as described in this booklet.

If you have been an employee of the ITF since the single-tier State pension scheme was introduced, you will have built up an entitlement under the State single-tier State pension scheme as well as under the ITF's Scheme.

Get a State Pension Forecast, and more information here:
**https://www.gov.uk/check-state-pension**

You should note that the contributions that you pay represent only a portion of the cost of your pension benefits. The ITF pays the balance of the cost of providing members' benefits in the Scheme. The level of contributions paid by the ITF is determined by the Trustees after seeking the advice of the Scheme Actuary. The contribution rate is set at the level required to secure members' benefits and preserve the Scheme's solvency and is substantially higher than the members' contribution rate. The ITF is also responsible for paying Deficit Contributions to the Scheme, if a funding shortfall emerges at a valuation.

Membership of the Scheme is therefore a very valuable benefit.

# 2. Joining the scheme

## When can you join?

You will be eligible to join the Scheme if you work for the ITF under a contract that says you are eligible for membership, and your contract is governed by the law of the United Kingdom. If you do not meet these eligibility conditions the ITF can arrange for your admission to the Scheme but it will need the consent of the Trustees.

Once eligible, your membership will commence on the first day of the month coinciding with or following the date on which you became eligible to join.

## How do you join?

You will automatically become a member of the Scheme when you start work with the ITF unless you decide not to join. If you decide not to become a member and change your mind later you can still join by making an application to do so but will need the consent of the Trustees.

From time to time the ITF is obliged to enrol anyone who is eligible to join and has not joined, but when this happens you will be given the opportunity to opt out if you don't want to become a member.

You may be asked to provide personal information, for example evidence of your age, marital status, etc. If this additional information is not immediately to hand you can supply it later.

Evidence of health will not normally be required. Some of the Scheme benefits are insured however, and the insurance company will require members to supply evidence of health if their Pensionable Salary is over an amount that they set. If they ask for evidence of health and you do not supply it then these insured benefits may be restricted. The Trustees may also require evidence of health if you do not join when you first become eligible and apply to join at a later date.

The Trustees will inform you in writing of the date when you Pensionable Service commences.

## Other pension schemes

You are allowed to be a member of another pension scheme, such as a personal pension scheme, at the same time as being a member of this Scheme. However it is important to remember that the tax relief limits that apply (Annual Allowance and Lifetime Allowance), count across all of your pension savings in total (excluding the State Pension). Further information about this is set out in Section 10.

# 3. Opting out of the scheme

You may elect to opt out of the Scheme at any time by giving the Trustees one month's written notice. You should note, however, that if you do so you will cease to be covered for any of the death in service benefits described in Section 6 of this booklet. Your link to any Final Salary benefits will cease at the date you opt out and your accrued pension will be treated as if you were a deferred member of the Scheme.

You will also cease to earn pension benefits, and the benefits due to both you and your Partner will be calculated as if you had left the ITF on the day you opt out, as described in Section 8 of this booklet.

# 4. What will it cost?

Unless you take part in the Salary Sacrifice Arrangement, you will be required to contribute in order to participate in the Scheme. Members will contribute at the following rates:

| Pensionable Salary | Contributions payable |
|---|---|
| Up to £80,265 | 8% of Pensionable Salary |
| Above £80,265* | 9% of Pensionable Salary above £80,265 |

*Pro rata down for part-time employees based on contractual hours, and this will be calculated on the prevailing B4 grade Pensionable Salary, which will increase each year depending on pay awards, with effect from the date of the pay award.

Although you are required to contribute to the cost of your pension benefits, there are financial incentives for doing so. That is because you will receive immediate income tax relief on your pension contributions at your marginal rate of income tax.

Contributions are deducted from your gross earnings before income tax is calculated. This means that if you are a basic rate taxpayer and your current rate of tax is 20%, every £100 you contribute to the Scheme will only reduce your take home pay by £80. For higher rate taxpayers, who pay income tax at 40%, each £100 of pension contribution reduces take home pay by £60.

Completion of the application to join the Scheme gives the ITF authority to deduct your contributions from your pay.

## Salary Sacrifice

As an alternative to paying contributions directly, you may enter into a Salary Sacrifice Arrangement with the ITF. This means that your salary will be reduced by an amount equal to the contributions that you would otherwise have paid. The ITF will pay an additional contribution equal to the amount of the reduction on your behalf. There are financial advantages to you and to the ITF if you enter into a Salary Sacrifice Arrangement instead of paying contributions. That is because, although your contributions attract tax relief as described above, you and the ITF pay National Insurance Contributions on the whole of your pay before your contributions and tax are accounted for. There is therefore a saving in National Insurance Contributions for you and for the ITF, if you agree to a reduction in your salary instead of paying contributions.

If you enter into a Salary Sacrifice Arrangement, your benefits and the benefits of your dependants will be calculated on the basis of the Pensionable Salary that you would have received if you had not done so. You should note, however, that:

- some of the benefits payable on death consist of a refund of your contributions. There would be no refund of contributions payable for any period you participated in the Salary Sacrifice arrangement, and
- one of the options available to you if you leave the Scheme before you have completed two years' Pensionable Service is to take a refund of your contributions. Again, there would be no refund of contributions payable for any period you participated in the Salary Sacrifice arrangement. However, a Cash Equivalent Transfer Value to another Scheme would remain payable as an alternative.

See Sections 6 and 8 for more details.

## How does Salary Sacrifice work?

The Scheme gives you the option to participate in a Salary Sacrifice arrangement. Salary Sacrifice is an arrangement under which you give up the right to part of your salary and in exchange you do not have to contribute into the Scheme.

Instead of making employee contributions to the Scheme, you give up an equivalent amount of your salary, and this is exchanged for increased contributions to the Scheme from the ITF.

The amount which you and the ITF will pay into the Scheme will stay the same and in most cases members' take-home pay will be higher than if they chose not to participate in the Salary Sacrifice arrangement. This is because members will save on National Insurance contributions (12% for Basic Rate taxpayers and 2% for Higher Rate taxpayers).

In other words, it is a way of paying less National Insurance contributions and receiving higher take-home pay. The effect is shown in the table below where the increase in the take-home pay is £432 a year for an employee earning £45,000 a year.

| Without Salary Sacrifice | | With Salary Sacrifice | |
|---|---|---|---|
| Pensionable salary | **£45,000** | Pensionable salary | **£45,000** |
| Less 8% pension contributions | (£3,600) | Less Salary Sacrifice deduction | (£3,600) |
| | | Adjusted salary | **£41,400** |
| Less income tax* | (£5,766) | Less income tax* | (£5,766) |
| Less National Insurance contributions on whole of pensionable salary | £4,252) | Less National Insurance contributions on adjusted salary | (£3,820) |
| **Net take-home pay** | **£31,382** | **Net take-home pay** | **£31,814** |

*Correct for the 2021/2022 tax year.

Any salary related benefits such as future pay rises and redundancy payments will continue to be based on your Pensionable Salary as if no Salary Sacrifice had been made. The ITF will also continue to advise lenders of the amount of your Pensionable Salary as if no Salary Sacrifice had been made if asked for a reference for a mortgage or a loan.

Salary Sacrifice may impact on any Earnings Related State benefits. Contact the Scheme Administrators if you have any questions regarding Salary Sacrifice.

Contributions paid by Salary Sacrifice are excluded from any Return of Contributions payable in the event of your death. See section 6.

***Note***

The contributions that you pay (or the salary that you sacrifice) represent only a portion of the cost of your pension benefits; the ITF pays the balance of the cost of providing members' benefits in the Scheme. The level of contributions paid by the ITF is determined by the Trustees after seeking the advice of the Scheme Actuary. The contribution rate is set at the level required to secure members' benefits and preserve the Scheme's solvency.

***Additional Voluntary Contributions***

You can chose to pay voluntary contributions (commonly known as Additional Voluntary Contributions or AVCs) to the Scheme to obtain higher benefits.

Any AVCs you pay are invested in a separate account and the proceeds specifically allocated to you to provide benefits for you or your dependants. The total AVC payment, together with your ordinary scheme contributions, must not exceed your net relevant earnings for tax purposes, which effectively means you can pay up to 100% of your taxable income from the ITF.

The form of the benefits you earn by paying AVCs, and the people entitled to receive them, can be decided by you. You can obtain more details about paying AVCs from the Scheme Administrator at the address shown in the Introduction to this booklet.

***Note***

- the total benefits earned by your AVCs, when added to your normal Scheme pension and any other pension or personal pension, will only receive tax relief up to the Lifetime Allowance; and

- the total amount of the benefits that you build up in any tax year under the Scheme and any other pension scheme or personal pension, will only receive tax relief up to the Annual Allowance.

You can find more details in Section 10 of this booklet.

As an alternative to paying AVCs you can make additional pension arrangements for yourself and your family by purchasing a personal pension or stakeholder pension from an insurance company. You should note that the same tax rules will apply if your pension arrangements are made with the Scheme or with another provider. You should consider taking independent financial advice before making alternative arrangements.

# 5. Benefits at retirement

## How much pension will you receive?

The normal age for receiving the pension benefits that the Scheme provides is age 65. That does not mean that you have to retire at age 65, nor does it mean that you cannot receive any benefits before your 65th birthday, but the way that the pension and other benefits are calculated will vary according to your age when you choose to take them.

**If you retire on your Normal Retirement Date (your 65th birthday)**

You will be entitled to a pension (normally payable monthly in advance) which will continue for the rest of your life.

***For service up to and including 31 January 2021***

The annual amount of the pension will be 1/60th of your Final Pensionable Salary as at your Normal Retirement Date (or earlier date of leaving), for each complete year (or part year) of Pensionable Service up to 31 January 2021. You will also receive a proportion of a year's Pensionable Service for part years of Pensionable Service (rounded up to the higher month).

***For service from 1 February 2021***

Benefits built up from 1 February 2021 will be based on a Career Average Revalued Earnings (CARE) basis. Your CARE pension is based on your Pensionable Salary for each year (or part year) that you are in the Scheme.

***How is my CARE pension worked out?***

For each year of Pensionable Service, you earn a yearly pension calculated as:

[Pensionable Salary + £2,500*] ÷ 60

*The amount of £2,500 applies in the 2021 Scheme year and will be reviewed each year.

For example, if your Pensionable Salary was £40,000 per year, your pension build up for that year would be [£40,000 + £2,500] ÷ 60 = £703 per year. The Scheme year runs from 1 January to 31 December (so you may start and end your membership with 'part years').

This yearly amount of pension then increases each year in line with Consumer Prices Index (CPI) inflation until you leave Pensionable Service. The increases for members in Pensionable Service apply at each 1 January. This increase for members in Pensionable Service is referred to as CARE Revaluation.

Your total pension is made up of each 'year's worth' of pension added together, including any CARE Revaluation. If you have built up any Final Salary pension, this is added to your CARE pension and paid to you as a combined pension.

The following example shows how your CARE pension might build up over a four-year period. It assumes that CPI inflation and Pensionable Salary increases are both 3% each year. The example is the same whether the member works full time or part time:

Year 1: Pensionable Salary is £40,000. So the pension calculation is based on £40,000 plus £2,500 = £42,500. 1/60 x £42,500 = £708 a year. CARE Revaluation is applied at 3% = £21.

The total CARE pension built up in year 1 is £708 + £21 = £730 per year.

Year 2: Pensionable Salary has increased to £41,200, plus the adjusted £2,575. Pension built up in year 2 = 1/60 x (£41,200 +£2,575) = £730.

Plus Year 1 pension (£730) and CARE Revaluation for Year 2 (£44). The Total CARE pension after 2 years is £730 + £730 + £44 = £1,503 per year. ETC

**Pension after saving for 1 year**

CARE Revaluation 3% = £21

(£40,000 + £2,500) ÷ 60 = £708

**Pension after saving for 2 years**

CARE Revaluation 3% = £44

(£41,200 + £,575) ÷ 60 = £730

£708 +£21 = £730

**Pension after saving for 3 years**

CARE Revaluation 3% = £68

(£42,436 + £2,652) ÷ 60 = £751

£730 + £730 + £44 = £1,503

**Pension after saving for 4 years**

CARE Revaluation = £93

(£43,709 + £2,732) ÷ £60 = £774

£1,503 + £751 + £68 £2,322

### If you retire before your Normal Retirement Date

With the agreement of the ITF and the Trustees, you can retire any time after your 55th birthday (or 57th birthday after 6 April 2028), or earlier due to incapacity. If you have reached the age of 60 you do not need the agreement of the ITF or the Trustees.

In order to be considered for retirement due to incapacity, you would have to suffer a deterioration in health or injury which in the opinion of the ITF is permanent and precludes you from following your normal occupation or seriously impairs your earning capacity. The Trustees will need to be provided with evidence of such incapacity from a registered medical practitioner.

If you are permitted to retire early (whether due to incapacity or because you are over 55 and in good health), you will receive an immediate pension from the Scheme. This pension will be calculated in the same way as if you had retired at Normal Retirement Date as described above, but based on your service and Final Pensionable Salary as at the date you retire. However, as the pension will be paid early, part of it may be reduced to allow for the fact that your pension will be paid for longer. Different reductions apply to different parts of your pension:

| Pensionable Service: | Retirement age |
|---|---|
| ...before 1 August 2009 | "Pension benefits are payable from age 65 without any reduction |
| Between 1 August 2009 and 31 December 2017 | "Pension benefits are payable from age 65 without any reduction |
| From 1 January 2018 | "Pension benefits are payable from age 65 without any reduction |

The amount of the reduction is determined by the Trustees, acting on the advice of the Scheme Actuary.

If you would like a no obligation Early Retirement illustration, please contact the Scheme's Administrator.

### If you retire after your Normal Retirement Date

If you are permitted to remain in the ITF's employment after your Normal Retirement Date, there are a few options open to you concerning the treatment of your Scheme benefits. You must tell the Scheme Administrator which option you want to select before you reach your Normal Retirement Date.

The exact details of these options are dependent upon your personal circumstances and are available upon request. However, in general terms the options are:

(1) to continue to contribute to the Scheme (or continue your Salary Sacrifice) and earn more CARE Pension (subject to the limits on benefits described in Section 10); or

(2) to cease contributing to the Scheme (or terminate your Salary Sacrifice) and defer payment of your pension, in which case when you retire your pension will be based on the amount you would have received had it commenced in

payment at your Normal Retirement Date plus an actuarial increase determined by the Trustees, acting on the advice of the Scheme Actuary; or

(3) to continue in the ITF's employment and draw your pension simultaneously.

If you are going to retire after your Normal Retirement date you should contact the Scheme Administrator to request a retirement illustration.

***Notes***

In all cases, the treatment of your continued employment and your Scheme benefits is subject to the limits on benefits introduced by the Finance Act 2004. These are explained in Section 10.

If you are permitted to continue to work for the ITF after your Normal Retirement Date, your pension must commence in payment on the earlier of the date you leave the ITF and age 75.

**Pension Increases**

Once in payment, your pension will increase as described in Section 9 of this booklet.

**Exchanging your pension for a cash lump sum**

You may take a cash lump sum, known as a Pension Commencement Lump Sum (PCLS) with the agreement of the Trustees, by giving up part of your pension. This PCLS is currently entirely free of tax. Normally you will be able to take up to 25% of the value of your benefits as a PCLS. There are limits imposed by HMRC on the amount of cash you can take which must be adhered to by the Scheme. You will be advised of the amounts involved before you retire so that you can decide what to do.

If you exchange part of your pension for a PCLS, your pension will be reduced by the amount of pension exchanged. Any pension payable to your dependants after your death will not be reduced.

Your Annual Benefits Statement issued to active members, includes an illustration of your full pension and your reduced pension plus PCLS.

**Exchanging a greater proportion of your pension for a cash sum**

Special provisions may apply in circumstances of serious ill-health, or if your pension is very small, which might allow you to exchange more than 25% of the value of your benefits for a lump sum.

Those circumstances apart, the only cash lump sum you can elect to receive is a PCLS calculated as above. You could transfer your benefits to a personal pension, where the relevant legislation permits a greater freedom to take a cash lump sum, but you should take great care if you are considering making such a transfer. The Trustees may require you to provide evidence that you have taken independent financial advice.

**Can you exchange part of your pension to provide additional dependant(s)' pensions?**

You may elect, with the Trustees' agreement, to give up part of your own pension in order to provide additional pension(s) to a dependant(s) after your death. More details are provided in Section 6 of this booklet.

# 6. Benefits on death

The Scheme also pays life insurance benefits if you die in service or after leaving the ITF.

**If you die before you retire whilst still working for the ITF and in Pensionable Service**

If you die before your Normal Retirement Date whilst still working for the ITF, and also in Pensionable Service, the following benefits will be payable to one or more of your dependants:

- if you were a contributing member and had not entered into a Salary Sacrifice Arrangement, a return of any contributions you have made to the Scheme, other than your AVCs (note, no interest is added);
- your AVC fund value;
- a cash lump sum equal to four times your Pensionable Salary;
- a pension to your Partner equal in total to 50% of the pension you would have received if you had retired, on the basis that your Pensionable Service and Pensionable Salary at your date of death remained unchanged;
- a pension for your Qualifying Children, if you die without leaving a Partner or upon the subsequent death of your Partner.

Section 7 of this booklet sets out how the cash lump sum death benefit will be paid.

**If you die on or after your Normal Retirement Date whilst still in the service of the ITF**

If you die on or after your Normal Retirement Date whilst still in the service of the ITF (i.e. you were planning to take late retirement), the benefits payable will depend upon the choices you made concerning the treatment of your benefits when you reached your Normal Retirement Date.

However, generally speaking:

- if you are still contributing to the Scheme at the date of your death you will usually be treated as being in Pensionable Service and the benefits noted under the heading 'If you die before you retire whilst still working for the ITF and in Pensionable Service' will be payable;
- if you are not contributing to the Scheme at the date of your death and have deferred payment of your pension, your benefits will usually be calculated as if you had retired from the ITF's employment on the day of your death. These benefits are set out under the heading 'If you die after you retire' below;
- if you are not contributing to the Scheme and at the date of your death are in receipt of your pension whilst in the ITF's employment, you will usually be treated as a pensioner who dies in receipt of benefits. These benefits are noted under the heading 'If you die after you retire' below. The benefits will be calculated as if you had left the ITF's employment on the date your pension commenced in payment.

**If you die before you retire whilst still working for the ITF but not in Pensionable Service**

If you die whilst working for the ITF, but previously you had opted out of Pensionable Service, then benefits as described in Section 8 of this booklet will apply.

**If you die after you retire**

If you die after you retire but before your pension has been paid for five years, a single payment equal to the discounted value of the unpaid balance of five years' pension payments (at the rate in payment at the date of your death), will be paid as a cash lump sum in the manner set out in Section 7 of this booklet. If you have sufficient unused Lifetime Allowance (see Section 10 of this booklet for information), the cash sum will be free of tax.

A pension equal to 50% of your pension entitlement at your date of death (before any reduction in exchange for a cash sum) will generally be payable at your date of death to your Partner.

**Surrendering part of your pension to provide for a dependant**

You can choose to provide a pension for one or more named dependants by giving up part of your own pension on retirement. The exercise of this option is subject to the Trustees' consent. If you do so, your chosen dependant will receive a pension when you die which will continue for the rest of their life. If you decide to do this, you must write to the Scheme Administrator seeking the Trustees' consent at least 30 days before you retire and tell them whom you wish to benefit.

The total amount of pension for your dependants cannot be greater than the pension you keep for yourself.

Once your pension has started to be paid, the exercise of this option becomes irrevocable even if your chosen dependant dies before you.

**Notes:**

- Qualifying Children's pensions will commence in payment either:
  - upon your death, if you died whilst in Pensionable Service and you had no Partner; or
  - on the day after the period to which your Partner's last pension payment relates where the Qualifying Children's pension is paid as a result of the death of your Partner after you died whilst in Pensionable Service.
- The total aggregate pension payable to Qualifying Children will be the same as the pension payable to a Partner (ignoring any reduction due to your Partner's age – see below).
- Qualifying Children's pensions can only be paid for so long as they remain Qualifying Children.
- If there is more than one child who is eligible for a pension, if one of them ceases to be eligible the total amount of pension payable for the benefit of your Qualifying Children can continue to be paid for the benefit of the younger children until the last one ceases to be eligible.

- No Qualifying Children's pensions are payable upon the death of a member who has left Pensionable Service (either as a Deferred Pensioner or a Pensioner).

- If you are more than ten years older than your Partner, any pension payable will be reduced by 2.5% for each year over ten that your Partner is younger than you. The maximum reduction which can be applied is 25%. This reduction does not apply to pensions payable to your Qualifying Children.

- If your marriage or civil partnership takes place after ceasing to be in Pensionable Service and within six months of your death any pension payable to your Partner may be reduced from the amounts stated above.

- Once in payment the pension will increase as described in Section 9 of this booklet.

- The Trustees have discretion as to who should receive any cash lump sum payments. Further details are given in Section 7 of this booklet.

- Death benefits must not exceed the maximum permitted by HMRC and must be paid in accordance with HMRC rules.

- The pensions payable upon your death as described above include any GMP or other contracted out benefits which the Trustees are obliged to pay.

- The Trustees may restrict the amount of a cash lump sum benefit payable upon death in Pensionable Service in circumstances where appropriate medical evidence of good health has been requested by the Trustees (see Section 2) but has not been supplied, and/or the benefit cannot be insured. In the unlikely event that you are affected by such a restriction, you will be informed by the Trustees.

# 7. Payment of cash lump sum death benefits

It is important that you know who may benefit in the event of your death. The trust deed and rules that govern the Scheme contain a rule giving discretion to the Trustees regarding the distribution of any lump sum death benefit on your death. This has the advantage of making the lump sum death benefit free from Inheritance Tax.

The Trustees have discretion to pay the benefit to one or more of your beneficiaries. The beneficiaries can be:

- your Partner;
- any person who was formerly your Partner;
- your relatives including children, parents, siblings, step-children and adopted children;
- the partners and descendants of your relatives;
- any other person (including a club, charity or society) whose name you have notified to the Trustees in writing prior to your death as being a person you wish the Trustees to consider as a possible recipient of the benefit;
- any other person who in the opinion of the Trustees was dependent upon you;
- your personal representatives provided that you did not die in circumstances where your estate would belong to the Crown;
- any persons entitled to benefit from your estate either under your will or intestacy, again provided that you did not die in circumstances where your estate would belong to the Crown.

Whilst the Trustees have ultimate discretion as to whom these benefits are distributed to, you may wish to give them some guidance by completing the death benefit nomination form in the back of this booklet.

You may revise this guidance at any time. Indeed the Trustees encourage you to review your nomination form regularly to reflect changes in your personal circumstances.

You should keep a record of your nominees for future reference.

# 8. What happens to your benefits if you opt out of the scheme or leave the ITF

## Preserved Benefits

This Section describes the benefits you will receive if you leave the ITF or opt to terminate your membership of the Scheme (see Section 3). The benefits you will receive depend on how long you have been a Member of the Scheme.

**If you have more than two years' Pensionable Service:**

You will be entitled to:

- a pension payable from your Normal Retirement Date will be preserved in the Scheme for you; or
- you can transfer the value of your benefits to another registered pension arrangement.

Your preserved pension on leaving Pensionable Service (your Deferred Pension) will be calculated in the same way as your Normal Pension, except it will be based on your Pensionable Service and your Final Pensionable Salary, calculated at the date you leave service instead of your Normal Retirement Date.

**You may, with the consent of the Trustees, receive your Deferred Pension early either:**

- after reaching the age of 55 (or 57th birthday after 6 April 2028)
- at any time if you are suffering from incapacity.

If you are permitted to retire early (for whatever reason), you will receive a pension from the Scheme from such date as the Trustees decide. It will be calculated in the same way as if you had retired at your Normal Retirement Date. However, as the pension will be paid early, it will be reduced to allow for the fact that it will be paid for longer. The amount of the reduction will be calculated in a similar way as the reduction applied to an active member who retires early (see Section 5), and will be determined by the Trustees on the advice of the Scheme Actuary.

You have the option to draw your Deferred Pension from age 60 without the Trustees' consent. All or part of your pension will be reduced and the reduction will be calculated in the same way as the reduction applied to a pension paid before Normal Retirement Date (see Section 5).

Before the payment of your Deferred Pension begins, the pension in excess of your GMP will be increased to take account of the rise in inflation between the date you leave and Normal Retirement Date (or should you die before your Normal Retirement Date, to that earlier date), subject to the relevant statutory cap. The index used to measure inflation for these purposes is determined in the legislation relating to preserved benefits, and is currently the consumer prices index.

If you are entitled to a GMP, your GMP will be increased separately between the date you leave the ITF and GMP Pension Age in accordance with legislative requirements applicable to it. The law permits the Trustees to choose how to calculate this increase. Their current practice is to add a fixed percentage for each year between the year after leaving the Scheme and the date when your pension commences, where the percentage is specified in legislation (which varies from time to time).

Once in payment, your pension (including your GMP, if any) will be increased as described in Section 9 of this booklet.

**If you have completed less than two years' Pensionable Service:**

If you were a contributing member and had not entered into a Salary Sacrifice Arrangement, you will be entitled to a refund of your own contributions to the Scheme. These will be repaid after deducting both the cost of reinstating your GMP and other contracted-out benefits back into the State Scheme and tax (currently at the rate of 20%).

If you have completed at least three months' Pensionable Service you will be entitled to transfer the value of your benefits to another registered pension arrangement as an alternative to a refund of your contributions.

A refund of your contributions is not allowed if you have transferred benefits from another pension arrangements into the Scheme (even if you have less than two years' Pensionable Service). In this case, a Deferred Pension will be provided for you.

Both your Final Salary and CARE service count towards your Pensionable Service.

## Death benefits

If you leave the ITF (or opt out of membership) before your Normal Retirement Date, you will cease to be covered for the death in service benefits described in Section 6 of this booklet.

If you are under age 60 when you leave or opt out, you may have the option, within the following 31 days, to pay premiums direct to the insurer in order to obtain a new policy which will replace all or part of the cash lump sum death benefit without having to provide evidence of your health. This is a personal matter upon which you are advised to take independent financial advice and full details will be supplied to you on request by the insurer.

If you die before your Normal Retirement Date, and you have a Deferred Pension preserved in the Scheme, a cash sum equal to the value of any ordinary contributions that you have made to the Scheme (you should note that no interest is added) will be paid in accordance with Section 7 of this booklet. The value of any AVCs will be paid in accordance with the instructions that you gave when you commenced paying them.

If you have a Deferred Pension preserved for you in the Scheme, and if you die before your pension has commenced in payment, your Partner will receive a pension of one half of your preserved pension increased between the date you left Pensionable Service and the date of your death. The portion of your pension that exceeds your GMP will be increased during the period of deferment to take account of inflation, subject to the relevant statutory cap. The index used to measure inflation for these purposes is determined in the legislation relating to preserved benefits, and is currently the consumer prices index. Your GMP will be increased separately between the date you leave the ITF and GMP Pension Age in accordance with legislative requirements applicable to GMPs.

**Notes**

For the purposes of the above:

- If you have entered into a Salary Sacrifice Arrangement and you have therefore not been contributing to the Scheme, there will be no refund of contributions to be made if you leave before completing two years' Pensionable Service or if you die before your Normal Retirement Date. A Transfer Value may still be payable.
- If you are more than ten years older than your Partner any pension payable will be reduced by 2.5% for each year over ten that your Partner is younger than you. The maximum reduction which can be applied is 25%.
- If your marriage or civil partnership takes place after you cease to be in Pensionable Service and within six months of your death any pension payable to your Spouse or Civil Partner may be reduced from the amounts stated above.
- All benefits payable to a Deferred Pensioner or upon his or her death must not exceed the maximum permitted by HMRC and must be paid in accordance with HMRC rules.
- The pensions payable upon your death as described above include the GMP or other contracted-out benefits which the Trustees are obliged to pay.
- If you do not have a Partner, no pension benefits will be payable.
- Once in payment, any pension will increase as described in Section 9 of this booklet.
- No Qualifying Children's pensions are payable upon the death of a Deferred Pensioner.

## Transfer Value

If you have completed at least three months' Pensionable Service, you can ask the Trustees to transfer the value of your benefits.

A Transfer Value can only be paid to:

- your new employer's registered scheme (provided its trustees will accept the Transfer Value);
- a personal pension plan; or
- an approved policy with an insurance company which will provide a pension for you when you retire.

If you have completed at least two years' Pensionable Service and you wish to make a transfer, special rules require the Trustees to guarantee any Transfer Value quotation that they give you. Once you have left Pensionable Service, the Trustees will, on request, provide you with a guaranteed statement of entitlement showing the current Transfer Value from the Scheme. This will be sent to you within three months of the request and the Transfer Value will be guaranteed for three months from the date of that statement. You are only entitled to one guaranteed statement of entitlement in any 12 month period, unless the Trustees decide otherwise.

If within three months of receipt of the guaranteed statement of entitlement you apply for a Transfer Value to be paid to another arrangement, the amount shown on that statement will normally be paid.

As well as a guaranteed statement of entitlement, both active and deferred members are entitled to request one estimate of their Transfer Value in any 12 month period.

# 9. Pension increases

Pension increases are applied to a pension once it is in payment in the following ways.

## Pension other than GMPs

All pensions other than GMPs will be increased as follows:

| Pensionable Service: | Increases in payment |
|---|---|
| ...before 29 July 1999 | Fixed 5% per year |
| Between 29 July 1999 and 31 July 2009 | In line with RPI inflation, capped at 5% per year |
| Between 1 August 2009 and 31 December 2017 | In line with RPI inflation, capped at 4% per year |
| Between 1 January 2018 and 31 January 2021 | In line with CPI inflation, capped at 4% per year |
| From 1 February 2021 | In line with CPI inflation, capped at 2.5% per year |

## All GMP benefits

- GMP benefits earned by Pensionable Service between 6 April 1978 and 5 April 1997 will be increased by 3% compound.
- No GMP benefits can be earned after 5 April 1997 due to changes in legislation.

Pension increases are applied in the same way to pensions payable to your Partner or to your Qualifying Children after your death.

Pension increases are added annually, on the anniversary of the date when the pension first came into payment (or, if the recipient is the Partner of a pensioner who has died, when the deceased's pension was first paid).

The pension increases described above are not payable in relation to pension benefits derived from the payment of AVCs. You will be able to choose whether you want your AVC benefits to be paid with pension increases when they first come into payment.

# 10. Limits to benefits

## Under the Scheme rules

The maximum amount of pension that you can build up under the Scheme rules is two-thirds of your Final Pensionable Salary. Broadly, members will reach this limit after around 40 years Pensionable Service.

You should note that:

- This limit applies to the benefits you are entitled to whether or not you choose to commute part of your pension for a lump sum: the limit applies to your pre-commutation pension.
- This limit does not apply to any additional benefits that you accrue by paying AVCs.
- If you carry on working after age 65 and defer your pension instead of drawing it, the limit applies to the pension you accrued at age 65. The actuarial increase described in Section 5 will not be affected by this limit.

In some extremely rare cases the amount of your Pensionable Salary may be subject to a limit. If you are affected by this you will be told individually.

## Tax limits imposed on the Scheme

The provisions of the Finance Act 2004 came into force on 6 April 2006. They changed the way in which members are able to build up, and later take their pension benefits. The two principal ways in which pension limits are now determined are by reference to the Lifetime Allowance (LTA) (which limits the overall benefits payable in respect of a member), and the Annual Allowance (AA) (which limits the contributions, or pension accrual permissible in any one year).

***The Lifetime Allowance***

The LTA is the value of pension benefits that you are allowed to receive across all pension arrangements in your lifetime, without a tax penalty. Initially this was set at £1.5m for the tax year 2006/7. It was increased in stages to £1.8m, but it has been reduced since then. With effect from the tax year 2021/22 it is £1.073m.

In a defined benefits scheme such as this, the value of your benefits is treated for the purpose of calculating the Lifetime Allowance as 20 times the pension you have built up. If you have any benefits built up in a personal pension, a previous employer's defined contribution ("money purchase") scheme or in an AVC fund then the value of your benefits for lifetime allowance purposes is the value of the fund.

As the Lifetime Allowance will apply across all pension arrangements in your lifetime, when you come to retire you will need to sign a declaration to confirm that your benefits are within the Lifetime Allowance. If not, the Trustees will tell you whether any tax charge will apply to your benefits.

### *Annual Allowance*

Since 6 April 2006, the amount by which your final salary and CARE benefits have increased, plus any AVCs which you have paid to the Scheme and any contributions that you have paid to any other registered pension scheme, will need to be checked each year against the Annual Allowance (except for the year you draw your benefits). Any discretionary increases made to any Deferred Pensions will also need to be included in the check. The Annual Allowance was initially set at £215,000 for the tax year 2006/7, but it has been reduced since then. It is now £40,000 (with effect from the tax year 2021/22), although unused allowances from up to three previous years can be carried forward.

The amount by which your benefits have increased is measured by comparing the value of your pension at the beginning and end of a "Pension Input Period" which coincides with each tax year.

Some higher earners may be impacted by the Tapered Annual Allowance, where their annual allowance is reduced from the "headline" £40,000. More information can be found here: https://www.gov.uk/guidance/pension-schemes-work-out-your-tapered-annual-allowance

### *Example*

An example of how the Annual Allowance ("AA") will be applied is as follows:

At the start of a tax year, Belinda had built up a pension worth £2,500 pa.

She is not a member of any other pension arrangement and does not pay any additional voluntary contributions (AVCs).

After another year of pension build up, Belinda's pension entitlement at the end of the year was £3,667 pa

For AA purposes, the amount at the end of the year is compared against the start of the year, allowing for inflation in line with the consumer prices index. So if this was 3% it would give:

£2,500 × 1.03 = £2,575 pa

Then the increase in her pension saving for AA purposes over the tax year is:

£3,667 - £2,575 = £1,092

This is then multiplied by a factor of 16 (which is specified by HMRC) to give a value of:

£1,092 × 16 = £17,472

As this is below the AA limit of £40,000, Belinda would not incur a tax charge for the year. She has:

£40,000 - £17,472 = £22,528 of unused AA to carry forward for future years.

You can use any unused Annual Allowances (known as “Carry Forward”) from the previous 3 tax years to offset any potential Annual Allowance tax charge. Any increase in benefits above the Annual Allowance is potentially subject to tax, and you will be liable to account for this and pay the tax directly to HMRC. Alternatively, you can ask the Trustees to meet the tax charge for you, and to adjust the benefits that you will receive.

If you think you may be affected by any of these restrictions and want further information please contact the Scheme Administrator.

***Notes:***

- As the Lifetime Allowance will apply across all pension arrangements in your lifetime, when you come to retire, you will need to sign a declaration to confirm that your benefits are within the Lifetime Allowance. If not, the Trustees will confirm whether any tax charge will apply to your benefits to be provided under the Scheme.

- The Annual Allowance also applies across all pension arrangements that you participate in. The Trustees will inform you of the amount of the Annual Allowance you have used up in the ITF Scheme each year.

- All benefits must be paid in accordance with the Scheme rules.

- You will be advised of your initial amount of pension when you retire.

- The amount of your pension (as calculated in this section) includes any GMP or other contracted-out benefits that you may have accrued in the Scheme.

# 11. If you are away from work for any reason

## Temporary absences

If you are away from work but still employed by the ITF, you may remain a member of the Scheme if the ITF agrees.

Any period or periods of absence that last for less than six months in total in any period of 12 months will usually be counted as Pensionable Service and the absence will therefore be ignored when calculating your benefits.

Any period or periods of absence that last for more than six months in total in any period of 12 months will only be counted as Pensionable Service if the ITF agrees. If it does not then the period of absence will be taken into account when calculating your benefits and so your Pensionable Service will be reduced by the same amount.

If a period of absence is to be counted as Pensionable Service, you will be required to continue to pay your contributions. You can continue to pay regular monthly contributions or, if the ITF agrees, you can pay arrears of contributions as a lump sum upon returning to work.

Upon becoming absent, you may elect not to contribute to the Scheme. In those circumstances, you will remain a member of the Scheme but you will cease to earn pension benefits. Your cover for death benefits will only continue during your period of absence if the ITF agrees that it should.

If you continue to pay contributions during your period of absence you will continue to be covered for death benefits, as outlined in Section 6, but the amount of cover will be based on your Pensionable Salary as it stood on the day your absence started.

If you do not return to work, you will become a Deferred Pensioner and the provisions in Section 8 of this booklet will apply.

## Rejoining the Scheme

If you leave the Scheme because you leave the ITF's employment or because you opt out of the Scheme, and you rejoin it at a later date, you will earn a second pension under the Scheme as a result of your second period of service. Unless your contributions have been returned to you, you will have a preserved pension as a result of your first period of service. The two periods may be added together but only if the Trustees agree.

## Maternity, paternity, adoption and parental leave

Special rules apply to temporary absences that arise from maternity, paternity, adoption or parental leave.

If you are away from work on paid maternity, paternity, adoption or parental leave, your period of absence will count as Pensionable Service, and you will be entitled to benefits in relation to that period on the basis of your Pensionable Salary as it would have been but for your absence. Your contributions (which must be paid) to the Scheme will however be based on your actual pay.

You will continue to be a Scheme member during any period of unpaid leave but this period will not be included as Pensionable Service in the calculation of your benefits. However, you will continue to be covered for the benefits payable upon death as if you were a contributing member during such a period. Upon returning to work, with the agreement of the ITF you can pay any arrears of contributions required to ensure that any period of unpaid leave that would not otherwise count will be treated as Pensionable Service.

The statutory rules relating to family leave are complex and if you would like further information please contact the Scheme Administrator.

# 12. Part-time employment

**Full-time working to part-time working prior to 31 January 2021**

Where your employment with the ITF included part-time employment, then in order to provide you with benefits which reflect those periods of full and part-time Pensionable Service, your benefits will be calculated as follows:

If you have full-time Pensionable Service and leave whilst in part-time Pensionable Service, your benefits will be calculated as follows:

(1) Your Pensionable Salary will be converted into the full-time equivalent using the following formula:

$$\frac{\text{Full-time hours (as determined by the ITF)}}{\text{Part-time hours actually worked}} \times \text{Actual Pensionable Salary}$$

(2) Your Pensionable Service whilst in part-time employment will also be adjusted to the full-time equivalent using the following formula:

$$\text{Years of part-time Pensionable Service} \times \frac{\text{Part-time hours}}{\text{Full-time hours}}$$

Your total pension will then be calculated by reference to the adjusted Pensionable Salary in (1) above (which will be used to calculate your Final Pensionable Salary under the Rules) and the sum of your full-time Pensionable Service and adjusted part-time Pensionable Service in (2) above. If your part-time hours fluctuate, each period during which you worked a particular number of hours will be calculated separately.

**Part-time working to full-time working**

If you have periods of part-time Pensionable Service and leave whilst in full-time Pensionable Service your benefits will be calculated as follows:

(1) Your Pensionable Service for the period you were in part-time employment will be adjusted in the same way as in (2) of Part A above. Your Pensionable Salary and Final Pensionable Salary will not be adjusted.

(2) Your full-time and adjusted part-time Pensionable Service will be added together and used to calculate your total pension.

If your part-time hours fluctuate, each period during which you worked a particular number of hours will be calculated separately.

## Part-time employment: CARE Benefits

As your CARE Pension is based on your Pensionable Salary, which reflects your part-time hours, the calculation of your pension build up automatically allows for any part-time hours worked, and no adjustment is applied.

## Death Benefits

Whilst in part-time Pensionable Service, lump sum death in service benefits will be calculated by reference to actual part-time salary and not your adjusted Pensionable Salary as calculated under (1) of Part A above.

# 13. Divorce or dissolution of civil partnership

If you are getting divorced or are dissolving a civil partnership, your pension benefits in the Scheme may be taken into account in any financial settlement between you and your spouse or civil partner.

There are three basic ways in which pension rights can be dealt with:

- Offsetting, where the value of the member's pension rights are taken into account when working out the couple's assets, but the pension itself is not divided. The member remains entitled to the pension in full, but its value is set off against other assets (such as the couple's house) in such as way as achieves a neutral result.
- Pension earmarking, where a proportion of a member's pension, or a proportion of a member's death benefits are assigned to his or her former spouse or civil partner. When the member retires (or dies) the assigned portion is paid to the former spouse or civil partner.
- Pension sharing, where the member's pension is valued and then divided between the member and his or her former spouse or civil partner. This means the former spouse or civil partner acquires immediate and separate pension rights in the Scheme.

The law in this area is complicated. If you are getting divorced or are dissolving a civil partnership, it is essential for your own interests that you contact the Scheme Administrator to obtain more information regarding your Scheme benefits.

# 14. Transfer of benefits to or from another pension scheme

If you are leaving the ITF's employment and have not received a refund of your contributions as described in Section 8 above, and your new employer operates a pension scheme, instead of receiving the benefits described above the cash equivalent your deferred benefits will be paid to your new employer's scheme if you so request and if the managers of the new employer's pension scheme agrees to accept it. The amount of the cash equivalent will be determined by the Trustees on the advice of the Scheme Actuary.

If you have made your own pension arrangements, before or after leaving your employment with the ITF, the cash equivalent of your deferred benefits, calculated in the same way, may be paid to an appropriate pension policy or contract in your own name.

If you had more than two years' service when you left the scheme, a cash equivalent quotation must be made available to you within two months of your request and the amount quoted will be guaranteed for three months. If you had less than two years' service, a cash equivalent quotation will be given to you within a reasonable period so that you can decide whether to opt for a transfer or for a refund of your contributions.

The Scheme Administrator can supply more details on request. You should consider taking independent financial advice before making any transfer.

If a transfer is made, no further benefit will be payable from the Scheme.

If you were a member of a former employer's pension arrangement and have benefits preserved in that arrangement, or if you have a personal pension, then it may be possible to transfer the value of those benefits into this Scheme. Such a transfer is subject to the agreement of the ITF and the Trustees and may be subject to certain conditions.

The Trustees are not obliged to accept a transfer from another pension scheme, and as a general rule they will not do so.

# 15. Additional information

## Finding out more

You will be given a statement each year which shows the benefits that you can expect to receive at retirement (based on your current earnings), and the benefits that will be paid if you die before retiring. You can ask the Trustees at any time for details of the benefits that you have already earned under the Scheme. You can also ask for a statement of the value of your benefits that you could transfer to another pension scheme, and more detail on that subject is set out in Section 14 above.

If you have any queries concerning the Scheme or your benefits, please contact:

The Pension Scheme Administrator
ITF Retirement Benefits Scheme
c/o First Actuarial, Trafford House
Chester Road, Manchester
M32 0RS
manchester.admin@firstactuarial.co.uk
0161 348 7498

## Documents available on request

This booklet sets out an outline of the Scheme but there is more detail in some other documents that can be supplied to you if you ask for them. They include:

- the trust deeds and rules, which set out in detail the way in which the Scheme is constituted and administered, and sets out in detail what benefits are payable and how they are calculated;
- the actuarial valuation, which the trustees obtain from the Scheme Actuary every three years, and which shows the assets of the Scheme, its projected liabilities and the contributions that are required to pay for them;
- the Trustees' statement of investment principles, which sets out the investment principles that the Trustees have decided to adopt, and their policies for ensuring that the Scheme remains properly funded;
- the Trustees' annual report and accounts, which show what assets the Scheme holds and how the investments have performed over the preceding year;
- the schedule of contributions, which sets out the contributions that members and the ITF must pay over the following years to ensure that the Scheme is adequately funded.

You can get a copy of these documents by writing to the Scheme Administrator at the address above.

## Data protection

The Trustees and the ITF have a legal obligation and a legitimate interest to process data relating to you for the purpose of administering and operating the Scheme and paying benefits under it. Under the UK General Data Protection Regulation (UK GDPR), they are "data controllers" and they are obliged to observe the data protection principles laid down by the Information Commissioner's Office.

Where necessary, information about you may be passed on for the administration and operation of the Scheme and to any of the Scheme's advisers.

## Changing your address

If you change your address it is very important that you let the Trustees know. This is particularly important if you leave the ITF before retirement. If the Trustees do not know how to contact you, they will not be able to pay your benefits.

## Surrendering or assigning your benefits

The law applies restrictions to the way in which you can deal with your benefits. You cannot promise to pay them to anyone else, you cannot surrender them and you cannot attempt to use them as a security for a loan. If you try to do any of these things your benefits will become forfeit, in which case the Trustees can choose to pay them to another member of your family.

Likewise, if you become bankrupt, your benefits will become forfeit and will not be transferred to your trustee in bankruptcy. Instead, the Trustees can choose to pay them to another member of your family.

## Causing a loss to the ITF or to the Scheme

If you cause a financial loss to the ITF or to the Scheme due to fraud or a criminal act, the Trustees may decide to reduce your benefits to take account of the financial loss suffered.

The Trustees' discretion is subject to certain restrictions set out in legislation and the Scheme rules, and if you dispute that any loss has been suffered or its amount then you should tell the Trustees.

## Disputes

The Trustees will always do their best to resolve any problems or complaints concerning the Scheme and will act impartially. If you have a complaint relating to the operation of the Scheme, you should follow the Scheme's internal dispute resolution procedure If you require further details of this procedure you should write to the Trustees at the address given above.

MoneyHelper is available at any time to assist members and beneficiaries of the Scheme in connection with any pensions query that they have or difficulty that they may have failed to resolve with the Trustees or administrators of the Scheme.

MoneyHelper can be contacted at:

Tel: 0800 011 3797
https://www.moneyhelper.org.uk/

If MoneyHelper is unable to resolve the problem, you can contact the Pensions Ombudsman.

## Pensions Ombudsman

The Pensions Ombudsman may investigate and determine any complaints or disputes of fact or law in relation to the Scheme referred to him or her.

The Pensions Ombudsman can be contacted at:

10 South Colonnade. Canary Wharf, E14 4PU
Tel: 0800 917 4487
www.pensions-ombudsman.org.uk.

## The Pensions Regulator

The Pensions Regulator can intervene in the running of pension schemes where trustees, employers or professional advisers have failed in their duties.

The Pensions Regulator's address is:

Napier House
Trafalgar Place
Brighton
East Sussex
BN1 4DW
Tel 0870 6063 636
(website: www.thepensionsregulator.gov.uk)

## Tracing previous pension rights

The Pension Service was set up to help people trace previous employers and their pension schemes. All registered pension schemes (including the Scheme) have to pass all their relevant details to the Department for Work and Pensions. If you have lost track of a previous employer, you should contact the Pension Service who may be able to help.

The Pension Service can be contacted at:-

Tel: 0800 731 0193
https://www.gov.uk/find-pension-contact-details

# 16. Modification of scheme

The ITF considers the Scheme to be an important way to reward its employees and fully intends to continue the Scheme and to ensure that all benefits are paid as promised. However, because future conditions cannot be foreseen, the ITF reserves the right to change or even discontinue the Scheme at any time.

# 17. Definitions

| | |
|---|---|
| **Annual Allowance (AA)** | The amount of tax relieved pension benefits that you can build up in any year. Further details are set out in Section 10. |
| **Deferred Pension** | The pension provided for you on leaving ITF employment (or opting out of Scheme membership) with more than two years' Pensionable Service. Further details are set out in Section 8. |
| **Final Pensionable Salary** | Your Final Pensionable Salary will be equal to your Pensionable Salary as at the 1 January coinciding with or immediately preceding your Normal Retirement Date or the date you Pensionable Service ceases if earlier.<br><br>*Note: Section 12 of this booklet sets out special rules for members whose Pensionable Service includes periods of part-time employment.* |
| **Career Averaged Revalued Earnings** | The average of the Pensionable Salaries you earn from the date you join the Scheme (or the 1st February 2021, whichever is later) over your career with each year's Pensionable Salary revalued up to the point at which you leave the Scheme in line with CPI inflation. |
| **GMP Pension Age** | The age of 65 if you are a man, or the age of 60 if you are a woman.<br><br>Note: GMP pension age is only relevant for determining when a GMP must be paid. It is not the same as a member's State pension age, which is the age at which his or her State pension will become payable. |
| **Guaranteed Minimum Pension (GMP)** | For members who were in Pensionable Service before 6 April 1997, the minimum benefit entitlement that the Scheme must provide from GMP Pension Age, which broadly equates to the earnings-related element of the State pension ("SERPS") you would have earned under the State pension scheme if the Scheme had not contracted-out of SERPS. This benefit is only provided in respect of Pensionable Service between 6 April 1978 and 5 April 1997, when SERPS was abolished. |

| | |
|---|---|
| | The widow or widower of a Member who has died is also entitled to a GMP in their own right, equal to half of the deceased member's Guaranteed Minimum Pension.<br><br>From 5 April 1997, the rules covering contracting-out changed so that you no longer earn GMP benefits in the Scheme. You remain entitled to any GMP earned before 6 April 1997.<br><br>Whether or not you have a GMP is relevant for calculating the way your pension is increased: see Sections 8 and 9 of this booklet. |
| **HMRC** | Her Majesty's Revenue & Customs, formerly known as the Inland Revenue. |
| **Lifetime Allowance (LTA)** | The maximum amount of tax relieved pension benefits that you can build up over your lifetime. Further details are set out in Section 10. |
| **Normal Retirement Date** | Your 65th birthday. |
| **Partner** | If you are married, your Partner is your spouse, meaning the person to whom you were married at the date of your death. If you have formed a c ivil partnership, (as defined by the Civil PartnershipAct 2004) your Partner is your civil partner, meaning the person with whom you were in a civil partnership at the date of your death. If there is no person who qualifies as your spouse or civil partner under the above definition, any adult who, in the opinion of the Trustees, was living with you in a stable relationship similar to marriage and who was financially dependent upon you at the date of your death may be deemed to be your Partner. |
| **Pension Commencement Lump Sum (PCLS)** | The lump sum payment that you can elect to receive in lieu of part of your pension when your pension comes into payment. Further details are set out in Section 5. |
| **Pensionable Service** | Pensionable Service is employment with the ITF as a contributing Scheme member, and is calculated in years and months, with part months counting as a whole month. If you have entered into a Salary Sacrifice Arrangement, the period of your employment by the ITF will also count as Pensionable Service for so long as the Salary Sacrifice Arrangement subsists. |

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| **Pensionable Salary** | Pensionable salary is equal to 12 times your basic monthly pay or 52 times your basic weekly pay on the date you joined the Scheme. It will be revised on 1st January each year to take into account any alterations in your pay that have occurred. If you have entered into a Salary Sacrifice Arrangement with the ITF, for the purpose of calculating any benefits your Pensionable Salary will be the Pensionable Salary that you would have been paid if you had not done so.<br><br>Note: Section 12 of this booklet sets out special rules for members whose Pensionable Service includes periods of part-time employment. |
| **Qualifying Children** | Qualifying Children means any one or more of your:<br><br>(a) own natural or adopted children (including a child conceived but not born at the date of your death); and<br><br>(b) financially dependent children, as determined by the Trustees.<br><br>A child remains a qualifying child for so long as he or she is under the age of 23 years or, whatever his or her age, if in the Trustees' opinion he or she is likely to be permanently incapable of self support by reason of physical or mental disability. |
| **Salary Sacrifice Arrangement** | Members can agree to a reduction in their salary instead of paying contributions to the Scheme. Further details can be found in Section 4 of this booklet. |
| **Scheme Actuary** | The qualified actuary appointed by the Trustees to advise on technical aspects of the Scheme, and to perform certain technical calculations required to administer the Scheme in accordance with the law. |

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| **State Earnings-Related Pension Scheme (SERPS)** | The earnings-related element of the State pension under the legislation that applied between 1978 and 2002, funded by paying higher national insurance contributions. SERPS was abolished in 2002 and replaced by S2P.<br><br>Because the Scheme was contracted-out, members did not build up any entitlement to a SERPS pension (and paid lower national insurance contributions). Instead, they built up an entitlement to a GMP until 5 April 1997. After that date, instead of building up an separate GMP entitlement the Scheme had to provide a minimum standard of benefits for all members. |
| **State Pension Age** | This is the age at which the State pension is paid. The Government has announced that the State Pension Age will increase in the future. You can check your State Pension Age here**: https://www.gov.uk/state-pension-age** |
| **State Second Pension (S2P)** | Until 6 April 2016, S2P was part of the State pension scheme, funded by paying higher national insurance contributions. S2P was abolished in 2002 and replaced by the single-tier State pension.<br><br>Because the Scheme was contracted-out of S2P until 6 April 2016, members did not build up an S2P entitlement (and paid lower national insurance contributions). In return the Scheme had to provide a minimum level of benefits. |
| **Transfer Value** | This is the capital value of your own benefits and those provided for your dependants in the Scheme. It will be calculated by the Scheme Actuary, in accordance with legal requirements. |
| **Trustees** | The Trustees are appointed by the ITF to administer the Scheme in accordance with the Scheme Rules. The day-to-day administration of the Scheme has been delegated to First Actuarial LLP. The Trustees also have the assistance of their other professional advisers in operating the Scheme. |