Waterloo Housing Association Benefits Plan

A Guide for Defined Benefit Members

tpt Retirement Solutions

A Guide for Members

The Waterloo Housing Association Benefits Plan (the Plan) has been designed to provide security for you during your retirement and for your dependants in the event of your death. The Plan provides benefits related to your earnings and the length of your membership up to 31 March 2016, the date the Plan closed to any further accrual of pensionable service.

The main benefits can be summarised as:-

- A pension for you when you retire. Your pension will be paid in monthly instalments for the rest of your life;
- The opportunity to exchange part of your pension for a pension commencement lump sum when you retire;
- A pension for your spouse or Survivor upon your death whether you die in service or after retiring. Their pension will be paid in monthly instalments for the rest of their lives.

This guide gives general guidance only, and it should not be regarded as a complete or authoritative statement on the formal Trust Deed and Rules. This Guide consolidates and replaces any previous Plan booklets, announcements and disclosure leaflets.

The Plan closed to any further accrual of pensionable service on 31 March 2016.

The Plan is administered by TPT Retirement Solutions. Should you have any queries about your benefits please contact:

Retirement Solutions Team 3
TPT
Verity House
6 Canal Wharf
Leeds
LS11 5BQ

Telephone: **0113 394 2552**
Email: **enquiries@tpt.org.uk**
www.tpt.org.uk

All of the forms referred to in this Guide are available from the team or can be downloaded from TPT's website at **www.tpt.org.uk**

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The Plan

Can I Join the Plan?

No, the Plan was closed to new members with effect from 1 October 2010 and to any further accrual of benefits for existing members after 31 March 2016.

Members who were active members of the Plan at 31 March 2016 will have their benefits retained in the Plan and a link to their pensionable earnings will be maintained whilst they remain in the employment of Waterloo Housing Association Limited.

How much do I pay?

Since the Plan closed to any further accrual of benefits after 31 March 2016, no further member contributions are payable.

How much does my employer pay?

Even though the Plan is now closed, your employer will pay contributions to pay off any deficit during any period where the potential liabilities of the Plan are greater than the assets. These contributions are calculated by the Plan Actuary.

When a pension scheme is in deficit, it will have reported this to The Pensions Regulator and have agreed a plan with the sponsoring employer to pay this off within a specific timescale. This does not mean the Plan is going to fail, and does not affect the benefits you will receive from the Plan. The plans put in place to rectify any deficit are designed to reduce the shortfall over an agreed period.

Can I transfer previous benefits into the Plan?

No, as the Plan is closed to future accrual it no longer accepts transfers in from members' previous pension arrangements.

Paid up pension

If you were an active member of the Scheme at 31 March 2016, you will not accrue further pensionable service after this date and your pension will be classed as 'paid up'. This differs from a deferred pension, as whilst you remain employed by Waterloo Housing Association Limited your pension will continue to increase in line with your pensionable earnings, unless the Plan's usual method of revaluing pensions in deferment produces a higher amount. Revaluation of deferred pensions is explained below.

When you leave employment or retire, your paid up pension is calculated using your final pensionable earnings (see 'Definitions') and the pensionable service you had completed to 31 March 2016. Again, if the revalued deferred pension gives a higher figure, you would be entitled to the higher amount.

We appreciate that the above information is complex and will be happy to answer any questions you may have when you leave employment or retire.

Leaving

Deferred Pension

You may have a deferred pension if you left the Plan before 31 March 2016, or were active at that date and left employment at a later date (at which point your paid up pension would then have become a deferred pension). As explained above, if you have a paid up pension, but calculating it as a normal deferred pension produces a higher amount of pension, we will do so.

Your deferred pension will increase in value until it is paid to you at retirement.

A deferred pension is a benefit calculated for you on leaving the Plan based on the pensionable service you have completed and your final pensionable earnings. This pension will remain in the Plan and become payable at Normal Pension Age.

You may apply for early payment of your pension when you reach the minimum age required under the Plan rules (See 'When can I retire'), but your pension would be reduced to reflect the longer payment period.

Please note that the Plan's Rules do not permit you to apply for early payment of your pension and continue in employment with Waterloo Housing Association.

How does my deferred pension increase?

Any deferred pension which was earned before 1 July 2012 will increase each year between your date of leaving and retirement by the lower of 5% or the rise in inflation measured using the Retail Price Index (RPI). If the rise in RPI exceeds 5% it is the Plan's aim to fully keep pace with inflation, provided resources are available, in respect of increases applied to your pre-July 2012 benefits.

For pension earned from 1 July 2012 up to and including 31 March 2016, your deferred pension will increase each year between your date of leaving and retirement by the lower of 2.5% or the rise in inflation measured using the Consumer Price Index.

Once you have retired, your pension will increase as shown in the section 'How does my pension increase'.

From 1 April 2016, whilst you remain a 'paid up' member, your deferred pension will be revalued as described above, or where greater, in line with increases in your pensionable pay or any minimum level of increase required by law.

Transfer of your benefits

You may transfer your benefits to another approved pension arrangement (such as your new employer's pension scheme or to a personal or stakeholder pension plan) at any time after you leave the Plan, but before you take your pension.

Defined Benefit (DB) transfer values are calculated as the best estimate of the cash sum that would need to be invested in order to reproduce your benefits at retirement. A Statement of Entitlement to a guaranteed Cash Equivalent Transfer Value of your benefits will be provided on request*. You will need to pass the information provided to the administrator of your new pension arrangement to investigate if the transfer can proceed.

Following the changes introduced by the Government in the 2014 Budget, transfers from DB schemes to Defined Contribution (Money Purchase / DC) schemes, will continue to be allowed. However, from 6 April 2015, members will have to receive independent financial advice before any transfer can proceed (unless the transfer value does not exceed £30,000).

TPT will seek evidence that this advice has been received before proceeding with a transfer to a Defined Contribution arrangement.

* Members are entitled to one cash equivalent transfer value free of charge in every 12 month period. Further transfer values can be provided on request but there will be a charge for each additional one issued in any 12 month period. A new transfer value will be guaranteed for three months and will immediately supersede any previous transfer value. Further details, including charges applicable, are available on request.

Retirement

When can I retire?

Provided you have reached age 55 and have left employment with Waterloo Housing Association you may choose to start receiving your pension.

The Plan's Normal Pension Age (NPA) is 65. This is the age that will be used for normal funding purposes for scheme benefits.

If your pension does not start until after NPA, it could be more – and if it starts before NPA, it will be less than it would be at NPA.

What will I get?

The calculation of your pension depends on the service accrued whilst you were a member of The Plan and your final pensionable earnings at the point at which your membership became deferred or paid up. However, it will not be less than the pension (as determined by the Actuary) that can be secured from your Personal Account.

Can I take a cash sum at retirement?

Yes, when you retire you can give up part of your pension and exchange it for a Pension Commencement Lump Sum (PCLS) which is tax free under current legislation. This will leave you with a smaller pension.

The maximum lump sum available is broadly equivalent to 25% of the value of your pension benefits.

What happens if I am too ill to continue working?

Provided there is satisfactory medical evidence that you are and will continue to be unable to work, your pension can be paid immediately regardless of your age. Guidance on eligibility is available on request and your doctor or consultant will be asked to provide medical evidence for consideration.

If your pension starts early due to ill-health, you still have the option to take a PCLS.

The Trustee reserves the right to request updated medical evidence on your state of health and has the discretion to reduce or suspend your pension if your eligibility changes.

If your application is successful, your deferred or paid up pension will be revalued to the date of retirement and will then be reduced in line with the normal early retirement actuarial factors.

Death Benefits

What if I die whilst I am a Deferred or Paid Up Member?

Death before retirement and before Normal Pension Age:

1. **Lump Sum**: If there is no one eligible to receive the Spouse/Survivor's pension, your own pension contributions plus interest will be refunded to your beneficiary/ies

2. **Pension**: A Spouse/Survivor's pension amounting to 50% of your pension, revalued up to your date of death, subject to any limits set out below under 'Important Notes'.

Death before retirement and on or after Normal Pension Age:

1. **Lump sum:** If you die before retirement, but on or after reaching Normal Pension Age, an amount shall be payable equal to the value of five years' instalments of the pension that would have been payable if you had retired on the date of your death and had not given up any pension for a tax-free cash sum (PCLS).

2. **Spouse/Surviving Dependant pension**: A Spouse/Survivor's pension amounting to 50% of the pension that you would have been entitled to receive at your date of death, subject to any limits set out below under 'Important Notes'.

What benefits are payable if I die after retiring?

If you die after your pension has started the benefits are:

1. **Lump sum**: If you die within five years of retiring, a lump sum death benefit is payable to your nominee. The amount payable is equal to the unpaid balance of the first five years pension payments, at the rate applicable at the date of death.

2. **Spouse/Surviving Dependant pension**: 50% of your pension, calculated using your full pension before you took any pension commencement lump sum (PCLS) and including increases applied before your death. This will be payable from your date of death and is subject to any limits set out below under 'Important Notes'.

Important Notes regarding Spouse's/Survivor's pensions

- For benefits that you earned before 1 January 2001, a Spouse's pension is only paid to your legal spouse of the opposite sex.

- For benefits that you earned on and after 1 January 2001, a pension can be paid to a Survivor.

- A civil partner or same-sex spouse, who would not otherwise qualify for a Survivor's pension will be entitled to 50% of any pension, as outlined above, that you built up from 5 December 2005 onwards.

See the 'Definitions' section for more information on Spouses and Survivors.

Who will receive the benefits payable on my death?

The lump sum death benefits are payable at the discretion of the Trustee. Under current legislation this means that they do not form part of your estate for inheritance tax purposes. You can help the Trustee by completing a Nomination Form detailing the beneficiaries you would like to be considered.

A Spouse's or Survivor's pension will only be payable to a person who is eligible under the Rules of the Plan at the time of your death.

Nominations

Your nominations should be provided in writing, preferably on a Nomination Form.

Separate nominations are required for lump sums and pensions (even if you have nominated the same person to receive both).

You should ensure your nominations are kept up to date if your personal circumstances change. If you wish to make any changes to your nomination or a nominee's address, please notify TPT in writing by completing a new Nomination Form.

Nomination Forms are available from TPT or can be downloaded from TPT's website at **www.tpt.org.uk**

Who can I nominate?

Lump sum

- You can nominate one or more persons or organisations;
- If you choose more than one you must state the percentage you want each person or organisation to receive.

Paying Your Pension

How will my pension be paid?

Your first payment will be made shortly after the date your pension was due to start, or the date TPT receives the appropriate forms if later.

It will cover the period from your retirement date to the next monthly payment date. Payment is subject to receiving all necessary forms and relevant certificates. Your first pension payment will include any lump sum you have elected to receive.

After this, pensions are paid monthly in advance on the 6th of each month. They will be paid direct to your bank or building society account. It is not usually possible to pay your pension to a bank or building society account that is not in your name.

If tax is due on the pension then it will be deducted under the Pay as You Earn (PAYE) system. Details of the PAYE reference number will be provided with confirmation of your pension at retirement.

Will my pension increase?

Pensions are reviewed each year and any increase granted is applied on 6th January.

How does my pension increase?

Occupational pension schemes that provide benefits on a Defined Benefit basis are required to increase any pension accrued since 6 April 1997 by at least Limited Price Indexation (LPI) (see 'Definitions' section for more information).

The increases explained below apply to your own retirement pension or your spouse/civil partner's pension.

Once in payment, your pension will be reviewed each year and will increase as follows:

- For pensionable service up to 1 July 2012 the increase applied will be equal to the increase in the Retail Price Index to a maximum of 5% each year.
- For pensionable service from 1 July 2012 the increase applied will be equal to increase in the Consumer Price Index to a maximum of 2.5% per year.

It is the aim of the Plan that pensions in payment will keep pace with inflation, subject to sufficient resources being available.

The first increase in your pension will be a proportion of the full increase, based on the number of completed months your pension has been in payment before the 6 January increase date.

Further Information

Who looks after the Plan?

The day-to-day administration is entrusted to TPT which has been administering pension schemes since 1946. As a not-for-profit organisation, TPT is run for the benefit of the employers who choose its pension schemes and the members who belong to these schemes. TPT is not an insurance company.

Scheme registration

The Plan is a registered pension scheme for the purposes of Part 4 of the Finance Act 2004. The Pension Scheme Tax Reference is 00829486RM.

Are there any restrictions on benefits?

HM Revenue & Customs no longer impose limits on the pension benefits you can receive. However, if the value of your benefits from all tax-registered schemes exceeds the Lifetime Allowance, tax charges will apply to the excess. It should be noted that both the Lifetime and Annual Allowances (see 'Definitions') are only likely to affect those with very high earnings and/or significant pension benefits held elsewhere.

Can I assign my pension?

No, except where permitted by law on divorce, you cannot sign away your pension rights, even temporarily, for example as security for a loan.

The Trustee Company

Your pension scheme is governed by a Trustee Company called 'Verity Trustees Limited'. Directors are non-executive, three nominated by members, three nominated by employers and up to three co-opted by the member nominated and employer nominated Directors.

Investments are managed independently by external authorised fund managers. Investment performance is reviewed regularly by TPT's Investment Committee.

The State Pension Scheme and Contracting-Out

Prior to 6 April 2016 the State Pension was made up of two parts: the basic State Pension and the additional State Pension (this is also called the State Second Pension or SERPS).

During the period you were a member of the Plan, your employment was contracted out of the State Second Pension and as a result, you paid lower National Insurance contributions. This meant that you did not accrue the full State Second Pension during your period of membership.

From April 2016, there is a single tier State Pension for people reaching State Pension age on or after this date. This has replaced the basic and additional State Pension and also ends contracting out (of the additional State Pension) and the National Insurance rebate.

The amount of State Pension you receive after 6 April 2016 will take account of any time that you have been contracted-out and paid National Insurance at a lower rate.

Contracting-out

The Plan was Contracted Out of the State Second Pension and as a result you paid lower National Insurance contributions whilst you were an active member of the Plan. This means that you did not accrue State Second Pensions during the period you contributed to the Plan.

The Plan was contracted out on a Protected Rights basis from 6 April 1997 to 5 April 2012, and on the reference Scheme basis from 6 April 2012 to 31 March 2016.

Protected Rights

In exchange for contracting out on a Protected Rights basis, National Insurance rebates were paid to the Plan each month. In addition an age related element of rebate was also paid to the Plan from HM Revenue & Customs.

Underpin

These rebates were invested in the Plan in an account set up for you. The value of the account grows in line with the investment return of the Plan.

As a result of contrating out on a Protected Rights basis, your benefits will never be less than those that may be purchased from the value of your account. You will be advised if the underpin applies to you.

Pension Tracing Service

Details of TPT (and all its pension schemes) have been registered with the Pension Tracing Service and the address is:

Pension Tracing Service
The Pensions Service
Mail Handling Site A
Wolverhampton
WV98 1LU
Telephone: **0345 600 2537**

www.gov.uk/find-lost-pension

Please quote reference: 10170418

The purpose of this registration is to help individuals trace their pension rights. If you think you have pension benefits with a previous employer's scheme, but have lost contact, thePension Tracing Service may be able to help.

Rights, obligations and limitations

The rights and obligations of members of the Plan are set out in the Trust Deed and Rules and the Scheme Document which are the formal documents of the Plan. This Guide is intended to provide a clear and simple explanation of the main benefits you are entitled to under the Plan.

If there is any conflict between the interpretation given in this Guide and the formal Trust Deed and Rules or the Scheme Document, the legal interpretation of the formal documents will prevail. Copies of the Trust Deed and Rules and Scheme Document are available from TPT. Full contact details are provided on the back cover of this booklet, or from TPT's website **www.tpt.org.uk**.

Before making any financial commitment on the basis of any information provided in respect of retirement benefits, please contact TPT for final confirmation of the expected level of benefits. Employees will be pleased to provide any further information or assistance you may need.

TPT is not registered under the Financial Services and Markets Act 2000 to give financial advice. Any information that is provided to members or prospective members should therefore be taken to constitute information and not be taken to constitute advice. When providing information to members TPT takes care to provide an accurate service but the decision and choice remains the individual's, for which TPT cannot be responsible.

Data Protection Act

For more detailed information on how we use and disclose personal information, the protections we apply, the legal basis for our use of personal information and your data protection rights under the General Data Protection Regulation, see our privacy notice at **www.tpt.org.uk/privacy-policy**

If you would like a copy of the privacy notice to be sent to you, please email privacy@tpt.org.uk or call 0113 394 2779.

The Trustee takes appropriate measures to ensure that your personal data is held securely.

Annual Report and Financial Statements

The full version of the Annual Report and Financial Statement will be provided to any member on request. Alternatively, a copy can be viewed on TPT's website: **www.tpt.org.uk**

Pension Protection Fund (PPF)

1. The PPF is a fund designed to protect members' rights under company DB pension schemes should the employer become insolvent.
2. The PPF is funded by a levy on company pension schemes that are potentially eligible to benefit from it. The levy on the Plan will not result in a reduction to your pension.
3. Benefits payable under the PPF are, briefly, as follows:
    - your full pension if you have reached your scheme's NPA or receive an ill-health pension (regardless of your age);
    - 90% of the expected scheme pension for all other members, subject to a current maximum of £40,020.34 (2019/20) a year at age 65. This maximum figure is reduced actuarially for those under age 65;
    - Spouse/Civil Partner's pensions of 50% of the members' pensions; and
    - pension earned from April 1997 will increase each year in-line with CPI up to a maximum of 2.5%. Pension relating to service before April 1997 will not be increased under the PPF.
4. In general, benefits will be paid from the PPF, as opposed to your own scheme, when:
    - your employer becomes insolvent, or in circumstances where the Trustee or The Pensions Regulator consider this likely; and
    - the assets of its pension scheme are insufficient, i.e. there is not enough money to pay at least the level of PPF benefit (described in point 3).

Complaints

Complaints procedure

If you have a problem or complaint in connection with your pension, we recommend that you initially discuss this with your usual contact at TPT. If they are unable to resolve the matter you may find it helpful to speak to the Pensions Administration Manager and/or the Head of Pension Administration Services.

If your complaint cannot be resolved informally and you remain dissatisfied you may at any time follow the formal complaints procedure; this has two stages and is summarised below.

Disputes - Formal Resolution

If you remain dissatisfied, you may request (in writing) a formal resolution from the Head of Trustee Services. A decision should be provided within two months of your formal request.

Appeal

If you remain unhappy or disagree with the formal resolution from the Head of Trustee Services, within six months of the decision you have the right to appeal to the Trustee. The result of your appeal should be provided within two months of your request.

The address for formal complaints and appeals can be found on page 2 of this booklet.

The Pensions Advisory Service (TPAS)

TPAS is available at any time to assist members and beneficiaries of pension schemes in connection with pension questions and issues they have been unable to resolve with the trustees or managers. The address is:

The Pensions Advisory Service
11 Belgrave Road
London
SW1V 1RB
Telephone: 0300 123 1047

Pensions Ombudsman

The Pensions Ombudsman may investigate and determine any complaint or dispute of fact or law in relation to the Plan where TPAS has not resolved the issue. The address is:

The Office of Pensions Ombudsman
11 Belgrave Road
London
SW1V 1RB
Telephone: **020 7630 2200**
Email: **enquiries@pensions-ombudsman.org.uk**

The Pensions Regulator (TPR)

TPR is able to intervene in the Plan administration where the Trustee, employers or professional advisers have failed in their duties. The address is:

The Pensions Regulator
Napier House
Trafalgar Place
Brighton
BN1 4DW
Telephone: **0845 600 0707**
Email: **customersupport@thepensionsregulator.gov.uk**

Definitions

Additional Voluntary Contributions (AVCs) is the name given to any contributions you paid to a designated arrangement above your ‘normal’ contributions to the Plan to secure extra benefits.

Annual Allowance - This is the amount by which the value of your pension benefits may increase in any one year period without you having to pay a tax charge. Details of the Annual Allowance can be found at the following website: **www.gov.uk/tax-on-your-private-pension/annual-allowance**

TPT will inform you if the increase in your Plan benefits exceeds the Annual Allowance by 6th October following the end of the relevant tax year.

If you exceed the Annual Allowance in any year you must report this to HMRC on your self-assessment tax return. Where the tax charge exceeds £2,000 in relation to any pension benefits held with TPT, you can ask for this to be paid by the Plan and have your benefits reduced accordingly. Please contact TPT for guidance if you believe you may be affected.

If you are retiring and taking all of your benefits from Plan, and you want the Plan to pay your tax charge as detailed above, you must inform TPT before you become entitled to those benefits (please contact TPT for further details). If the charge is less than £2,000, you are responsible for paying this directly to HMRC.

If you should die, become entitled to a serious ill-health lump sum, or retire on the grounds of ill-health where you are not likely to work again, then the input value of the tax year in which the event occurs will not count towards the Annual Allowance.

Benefits are the pensions and other payments made to members and their dependants on death, retirement and after leaving the Plan.

Deferred Pension is the pension secured for you on leaving service and is payable on retirement. Final Pensionable Earnings is the average of the best three consecutive Earnings in the ten years prior to the earlier of the date the Member either leaves Service, dies or retires, or otherwise ceases to be an Employed Deferred Member.

Lifetime Allowance - each individual in the UK is allowed to accumulate pension benefits currently up to a value determined by HMRC without incurring any tax charge. Details of the Lifetime Allowance can be found at: **www.gov.uk/tax-on-your-private-pension/lifetime-allowance**

TPT can provide you with a Benefit Statement on request which will show the value of the pension benefits you have accrued as a percentage of the current Lifetime Allowance. You must also take into account the value of any pension benefits you have from previous pension arrangements in estimating whether you have scope to pay AVCs without any danger of breaching the Lifetime Allowance.

If the Lifetime Allowance is exceeded, a tax charge of 55% will be levied on the excess fund if the benefits are taken as a cash lump sum. If the excess benefits are taken as pension then a tax charge of 25% will be levied, as well as the usual income tax payable on the pension instalments. If you are concerned that your benefits from all sources may breach the Lifetime Allowance you should consult an Independent Financial Adviser (IFA) as to your best course of action.

Please note: TPT and its representatives are not permitted to give financial advice.

Limited Price Indexation (LPI) is a requirement under the Pensions Act 1995 to pay specified increases on pensions in payment. For pension accrued before 6 April 2005, LPI is currently defined as the rise in the Consumer Prices Index up to a maximum of 5%. For pension accrued from 6 April 2005, the law requires (as a minimum) that the Scheme pays increases in line with the Consumer Prices Index, capped at 2.5%. However, the Scheme has chosen to continue to pay pension increases on the pre 6 April 2005 basis (i.e. capped at 5%) for pension accrued in the DB Structures.

Normal Pension Age (NPA) is age 65 for payment of full scheme benefits.

Pensionable Earnings is the annual equivalent of basic salary or wage received by the member from the employer at the date of joining the Plan and at each subsequent 1 January.

Pensionable Service is your period of membership of the Plan (in years and completed months).

Pension in Deferment Index - the Retail Prices Index (RPI) is currently used to calculate the Pensions in Deferment Index for all service prior to 1 July 2012 to a maximum of 5%. For pensionable service accrued from 1 July 2012 the lower of 2.5% or the increase in the Consumer Price Index is used.

Pensions in Payment Index - the RPI is currently used to calculate the Pensions in Payment Index for all service prior to 1 July 2012 to a maximum of 5%. For pensionable service accrued from 1 July 2012 the lower of 2.5% or the increase in the Consumer Price Index is used.

Protected Rights - in exchange for contracting out of the S2P on a Protected Rights basis from 6 April 1997 to 5 April 2012 National Insurance rebates were paid to the Plan each month up to 5 April 2012. In addition an age related element of Rebate was also paid across by HMRC each year.

Underpin - these Rebates are invested in the Plan in an account set up for you, the value of which grows in line with the Plan's investment returns. These are known as your Protected Rights. In addition, your contributions to the Plan, paid each month between 6 April 1997 and 5 April 2012, in excess of your Employee Rebate, were also invested in your account. The value of these contributions, plus your Protected Rights, constitutes what is known as your money purchase underpin (Underpin).

Spouse in the context of the Plan, means your lawful husband, wife, widow or widower, of the opposite sex.

Survivor can be any of the following (subject to the agreement of the Trustee):
- your civil partner or same-sex spouse;
- a child who is disabled and unable to earn a living;
- a dependent child, but this definition would only apply whilst the child was a 'Child' as defined in the Rules of the Plan;
- a person who lives with you and shares living expenses;
- anyone who is largely financially dependent on you.

The Plan is The Waterloo Housing Association Benefits Plan.

These definitions are provided as a summary. Please see the formal Trust Deed and Rules if further clarification is required.

Verity House, 6 Canal Wharf, Leeds LS11 5BQ **Tel:** 0113 234 5500
Email: enquiries@tpt.org.uk **www.tpt.org.uk**

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Retirement Solutions