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- (a) a person who was married to or a Civil Partner of the Member at the date of the Member's death;
 - (b) a child of the Member who:-
 - (i) has not reached the age of 23; or
 - (ii) has reached that age, and in the opinion of the Scheme Administrator, was at the date of death of the Member dependent on the Member because of physical or mental impairment;
 - (c) a person who was not married to the Member at the date of the Member's death and is not a child of the Member who has in the opinion of the Scheme Administrator at the date of the Member's death:-
 - (i) financially dependent on the Member;
 - (ii) in a financial relationship with the Member of mutual dependence; or
 - (iii) dependent on the Member because of physical or mental impairment.
- (16) "Dependant's Annuity" means a pension payable to a Dependant which satisfies the conditions in para 17 of Sch 28 to the Finance Act 2004.
- (17) "Dependant's Scheme Pension" means a pension payable to the Dependant by the Scheme Administrator or by an Insurance Company selected by the Scheme Administrator
- (18) "Employee" means an individual, including a director, in the employment of the Employer.
- (19) "Employer" means the Principal Employer or such subsidiary or associated company of the Principal Employer as is for the time being participating in the Scheme and in relation to any particular employee shall mean the Employer by which he is for the time being employed. Where an Employer has ceased to participate in the Scheme or to exist, a reference to that Employer should be treated as a reference to the Principal Employer.
- (20) "Fund" means the assets of the Scheme.
- (21) "the Ill-Health Condition" is satisfied if the Scheme Administrator has received evidence from a registered medical practitioner that the relevant Member is (and will continue to be) incapable of carrying on the Member's occupation because of physical or medical impairment and the Member has in fact ceased to carry on the Member's occupation
- (22) "Incapacity" means physical or mental impairment serious enough, in the opinion of the Trustees and the Employer, to prevent a Member from following his normal

pension benefits to which he was entitled at A-Day or who was issued with a certificate of entitlement to both enhanced and primary protection but who has ceased to be entitled to enhanced protection.

- (35) "Normal Minimum Pension Age" means 50 years until 5 April 2010 and thereafter 55 years.
- (36) "Normal Retirement Date" means in respect of a Member the retirement date determined on the Member's entry to the Scheme, which date shall be between the ages of 60 and 75 years.
- (37) "Ordinary Member" means a Member other than a Member with Enhanced Protection or a Member with Primary Protection.
- (38) "Other Scheme" means a Registered Pension Scheme, a Qualifying Recognised Overseas Pension Scheme, an annuity contract, policy or other arrangement which is a "recognised transfer" for the purposes of section 169 Finance Act 2004, an annuity contract or policy or other pension arrangement which meets the requirements of section 95 of the PSA (in the case of Cash Equivalents), or section 101AE of the PSA and the Early Leaver and where the context requires shall include the trustees or administrators of such Scheme.
- (39) "Pension Commencement Lump Sum" means a lump sum to which a Member becomes entitled in connection with becoming entitled to a relevant pension.
- (40) "Pension Death Benefit" means a pension payable on the death of a Member (other than sums paid in the event of a Member dying before the end of the period of ten years beginning with the day on which the Member became entitled to a Scheme Pension until the end of that period).
- (41) "Pension Protection Lump Sum Death Benefit" has the meaning given by para. 14 of Sch. 29 to the Finance Act 2004.
- (42) "Policy" means any policy issued by an Insurance Company for the purposes of the Scheme, and in relation to a Member means all such policies issued in respect of him under the Rules.
- (43) "Principal Employer" means the person named (if any) as such in the Trust Deed.
- (44) "Qualifying Recognised Overseas Pension Scheme" means a scheme that meets the requirements of sections 150 and 169 Finance Act 2004 and all relevant regulations.
- (45) "Recognised Transfer" means a transfer of sums or assets held for the purposes of or representing accrued rights under the Scheme so as to become held for the purposes of, or to represent rights under either a Registered Pension Scheme or a Qualifying Recognised Overseas Pension Scheme.
- (46) "Refund of Excess Contributions Lump Sum" has the meaning given by para. 6 of Sch. 29 to the Finance Act 2004.

- (61) "Trivial Commutation Lump Sum" has the meaning given by paras. 7-9 of Schedule 29 to the Finance Act 2004.
- (62) "Trivial Commutation Lump Sum Death Benefit" has the meaning given by para. 20 of Schedule 29 to the Finance Act 2004.
- (63) "Trust Deed" means the Deed to which these Rules are scheduled.
- (64) "Trustees" means the Trustees for the time being appointed in accordance with the Trust Deed.
- (65) "Uncrystallised Funds Lump Sum Death Benefit" has the meaning given by para. 15 of Schedule 29 to the Finance Act 2004.
- (66) "Unsecured Pension" means a Short Term Annuity or income withdrawal.
- (67) "Unsecured Pension Fund Lump Sum Death Benefit" has the meaning given by para. 17 of Schedule 29 to the Finance Act 2004.
- (68) "Unsecured Pension Year" has the meaning given by para. 9(1) or 23(1) of Schedule 28 to the Finance Act 2004 as the case may be.
- (69) "Winding-up Lump Sum" has the meaning given by para. 10 of Schedule 29 to the Finance Act 2004.
- (70) "Winding up Lump Sum Death Benefit" has the meaning given by para. 21 of Schedule 29 to the Finance Act 2004.

2. CONTRIBUTIONS

- (1) The amount of total contributions to the Scheme in respect of each Member shall be determined by the Employer on the advice of an Actuary and shall be advised to the Members at the commencement of the Scheme, or when they join, if later, and the amount may be amended thereafter by mutual agreement, provided that the limits in Rule 11 are at no time exceeded, and contributions which might prejudice Registration are not made based on reasonable assumptions as to future investment returns and Members' Lifetime Allowances. The Trustees shall not be obliged to accept any contributions that they consider might prejudice Registration of the Scheme.
- (2) Contributions to the Scheme will be paid by the Employer to the Trustees for investment in accordance with Rule 3.
- (3) A Member may be required by his Employer to make contributions to the Scheme.
- (4) The contributions paid to the Scheme in any tax year by the Member shall not, when aggregated with all other contributions made by the Member to all other Registered Pension Schemes, exceed the amount of the greater of his relevant UK earnings and the Basic Amount and any amount paid in excess of this shall be refunded to the Member.

- (2) The Member's Fund or relevant part thereof will be applied at the relevant time or times to provide a Lifetime Annuity for the Member. Alternatively, at the written request of the Member, his Member's Fund or part thereof may be applied to provide a Scheme Pension or to create a Member's Unsecured Pension Fund for the Member's benefit.
- (3) At the request of a Member a part of his Member's Fund which would otherwise have been applied at that time
 - (a) to provide a Lifetime Annuity for him may be used to provide a Dependant's Annuity; or
 - (b) to provide a Scheme Pension for him may be used to secure a Dependant's Scheme Pension.
- (4) At the request of a Member a part of his Member's Fund which would otherwise have been applied at that time to provide an annuity or pension for him may be paid to him in the form of a lump sum, which shall be paid within 3 months of the Member becoming entitled to it.
- (5) If a Member is in exceptional circumstances of serious ill-health then if the Trustees are satisfied on evidence received by the Scheme Administrator from a registered medical practitioner that his life expectancy is less than a year he may at the discretion of his Employer be allowed to take retirement benefits under Rules (1)(a) above in the form of a lump sum at his retirement date. Any tax due shall be deducted from the lump sum, before payment is made, by the Scheme Administrator who shall account for it to the Board.
- (6) Subject to Rule 11 a Member under the age of 75 shall be entitled to be paid an amount of income from his Unsecured Pension Fund. While the Member is under the age of 75 he may instruct the Trustees to apply his Unsecured Pension Fund to provide a Lifetime Annuity or a Scheme Pension.
- (7) The Unsecured Pension Fund shall (subject to Rule 11) be applied on the death of the Member under the age of 75 to provide a Lump Sum Death Benefit and subject thereto to provide at the Trustees' discretion annuities or pensions for the Member's Dependants. Any tax due shall be deducted from the lump sum, before payment is made, by the Scheme Administrator who shall account for it to the Board.
- (8) On the death of a Member under the age of 75 the Member's Fund excluding all assets already applied for purchasing a Scheme Pension, Lifetime Annuity, a Dependant's Scheme Pension or a Dependant's Annuity and any Unsecured Pension Fund shall be applied (subject to Rule 11) to provide a Lump Sum Death Benefit and subject thereto to provide at the Trustees' discretion pension benefits for the Member's Dependants or if none to transfer the same to such charity or charities as the Member may have nominated in writing. Any tax due shall be deducted from the lump sum, before payment is made, by the Scheme Administrator who shall account for it to the Board.

- (c) A pension which is payable to the Spouse of a Member shall cease on the date of her death.
- (d) A pension which is payable to a Dependant of a Member shall cease on the date of death of the Dependant unless at the commencement of the pension the Dependant was under age 23 in which case the pension shall, unless the Dependant is disabled, cease on the attainment by the Dependant of age 23 or the later cessation of the disability.
- (e) A pension payable under these Rules will increase each year by such amount (if any) and at such rate as the Trustees agree with the Member.

(3) Variation of Pensions

- (a) At the discretion of the Trustees, the pension payable under Rule 4(1) above to a Member and to his Spouse and/or Dependant may at the date it commences be varied so that it:-

- (I) is payable less frequently than monthly; and/or
- (II) is of a level amount, without the right to increases under (2) (e) above; and/or
- (III) increases thereafter at such regular rate agreed under (2) (e) above.

An increase may be made in any pension in course of payment, subject to (I) above, if it can be financed by a surplus which would otherwise be returned to the Employer or retained by an Insurance Company under these Rules.

- (b) No other variation or guarantee shall be permitted.

(4) Conditions

- (a) No pension payable under these Rules shall be capable of commutation or assignment, except as permitted by these Rules.
- (b) If instalments of a Member's pension continue to be payable after his death under 2 (a) above before payment of a Spouse's and/or Dependents' pension commences, such instalments shall be payable to his Spouse and/or Dependents failing whom to his personal representatives.

8. PAYMENT OF LUMP SUM DEATH BENEFITS

A lump sum benefit payable under Rules 5 or 6 by reference to Rule 4(1)(c) shall be payable to the Trustees who shall promptly (and in any event within two years of the date of death) apply or pay the benefit to or for the benefit of such one or more to the exclusion of the others of the deceased Member's Spouse (including any former Spouse), Relatives, Dependents, any individual nominated by the Member, any individual entitled under the Member's will to any interest in his estate or to his personal representatives in such shares and generally in such manner as the Trustees in their absolute discretion shall think fit, and

personal representatives in the form of a lump sum not exceeding the amount allowed under Head E of Rule 11. Any surplus which remains shall be used to provide pensions for the Member's Dependants subject to the maximum allowed under Head D of Rule 11 and any surplus which then remains shall be retained by the Insurance Company.

- (5) It shall be the responsibility of the Trustees to be satisfied that the value of the benefits payable to the Member under this Rule is at least equal to the value of the Member's contributions to the Scheme.
- (6) Where, under this Rule, the Trustees are required to purchase a policy, that requirement may be satisfied by the Trustees keeping within and subject to the trusts of the Scheme a Member's entitlement in the form of his part of any policy issued to them or of his earmarked account in any other investment held by them for the purposes of the Scheme.

10. TERMINATION OR AMENDMENT

The termination, whether partial or total, of the Scheme shall be governed by the provisions of Clause 19 of the Trust Deed.

11. MAXIMUM BENEFITS

A OVERALL LIMITS ON BENEFITS

1. If on a Benefit Crystallisation Event the benefits payable to a Member or his Dependants or other beneficiaries in respect of him, when aggregated with all benefits of a like nature to which the Member is already entitled under this and all other Relevant Schemes, exceed the Member's Lifetime Allowance, of the Trustees shall pay such excess as a Lifetime Allowance Excess Lump Sum. The Lifetime Allowance Charge shall also be deducted from the excess by the Scheme Administrator who shall account for it to the board.
2. The total of all Pension Commencement Lump Sums payable to an Ordinary Member or to a Member with Primary Protection shall not, when aggregated with all other Pension Commencement Lump Sums to which the Member is already entitled under this and all other Relevant Schemes, exceed 25% of the Member's Lifetime Allowance.
3. The total of all Pension Commencement Lump Sums payable to a Member with Enhanced Protection provided under all Relevant Schemes shall not exceed the amount of the Member's protected tax free cash lump sum.

B PENSION RULES

1. No payment of pension may be made before the date on which the Member reaches Normal Minimum Pension Age unless the Ill-Health Condition was met before the Member became entitled to a pension.
2. No payment of a Member's pension may be made after the Member's death save that

4. The total amount of Dependants' Alternatively Secured Pension paid to a Dependant in each Alternatively Secured Pension Year must not exceed 70% of a Member's pension payable after the Member's death under a pension guarantee.

E LUMP SUM DEATH BENEFIT RULES

No Lump Sum Death Benefit may be paid other than:-

1. a Defined Benefits Lump Sum Death Benefit;
2. a Pension Protection Lump Sum Death Benefit;
3. an Uncrystallised Funds Lump Sum Death Benefit;
4. an Annuity Protection Lump Sum Death Benefit;
5. an Unsecured Pension Fund Lump Sum Death Benefit;
6. a Charity Lump Sum Death Benefit;
7. a Transfer Lump Sum Death Benefit;
8. a Trivial Commutation Lump Sum Death Benefit;
9. a Winding-Up Lump Sum Death Benefit.

F AUTHORISED MEMBER PAYMENTS

No payments shall be made to or in respect of a Member other than:-

1. Pensions permitted by the pension rules in Section B;
2. Lump sums permitted by the Lump Sum Rules in Section C or the Lump Sum Death Benefit Rules in Section E;
3. a Recognised Transfer;
4. Scheme Administration Member Payments;
5. payments pursuant to a pension sharing order or provision;
6. payments of a description prescribed by regulations made by the Board.

12. TRANSFERS

- (1) In addition to the provisions of Rule 2(5), the Trustees may, with the consent of the

such payment or instalment to have ceased and thereafter neither the beneficiary nor his personal representatives or other persons claiming through or by relationship to the beneficiary shall have any further claim to or interest in such payment or instalment provided that:-

- (a) The Trustees shall not be prevented by this Rule from making at any subsequent time an ex-gratia payment of the whole or any part of such payment or instalment to the beneficiary or other claimant;
 - (b) In any such case the Trustees shall be under no obligation to require the Insurance Company to make any payment or instalment corresponding to such payment of benefit under any relevant policy and may, if they think fit, and subject to such conditions as they think fit, discharge the Insurance Company from his liability therefor.
- (6) Members shall on request supply the Scheme Administrator with such evidence and information as he may require to enable him to verify the amount of the Member's Lifetime Allowance for the purposes of the Finance Act 2004 and in relation to any other matter within the knowledge of the Member which he may reasonably consider relevant to the taxation of the Scheme or the administration of the Member's Fund.

14. REGULATORY PROVISIONS

(1) Restriction on payments to Employers

No payments shall be made to a sponsoring employer other than:-

- (a) authorised surplus payments of a description prescribed by regulations made by the Board;
- (b) compensation payments made in respect of a Member's liability to a sponsoring employer in respect of a criminal fraudulent or negligent act or omission by the Member;
- (c) loans authorised by Section 179 of the Finance Act 2004;
- (d) payments for the purposes of the administration or management of the pension scheme which are allowable under Section 180 of the Finance Act 2004;
- (e) payments of a description prescribed by regulations made by the Board.

(2) Restriction on Borrowing Powers

The Scheme may not borrow unless the requirements of Chapter 2 of Part 4 of the Finance Act 2004 for authorised borrowing by Registered Pension Schemes are met.

(3) Restriction on Investment Powers

- (a) A lump sum death benefit may be paid to any person at the discretion of the Trustees: and/or
- (b) a non-commutable pension to the Dependant(s) of the Ex-Spouse.

Such pensions must be payable for life, except that pensions paid to children must cease when the child ceases to be a Dependant.

16. EMPLOYMENT WITH AN OVERSEAS PARTICIPATING EMPLOYER

1. This Rule shall apply solely to employees of Participating Employers which are not resident in the United Kingdom and shall override any other provisions of the Trust Deed and Rules which are inconsistent with it.
2. Membership of the Scheme shall be open to employees of Participating Employers that are not resident in the United Kingdom who are chargeable to United Kingdom income tax under ITEPA 2003 on their employment income from the Participating Employer but employees:-
 - (a) cannot be members in respect of a period of service when they qualified for a deduction of 100% under Section 232 Part 5 ITEPA 2003; and
 - (b) must be restricted to receiving death in service benefits if they are in receipt of overseas earnings as defined in Section 23(2)ITEPA 2003 and are members of a scheme in respect of which they are obtaining relief under the "corresponding" provisions of 308A or ss355 ITEPA 2003. (When any Employee in receipt of overseas earnings has become a member of a scheme in respect of which he/she is obtaining relief under the "corresponding" provisions of Section 23(2)ITEPA, his/her benefits relating to subsequent service shall be confined to death in service benefits or he/she shall be withdrawn from membership of the Scheme immediately).
3. Membership of the Scheme shall also be open to employees of Participating Employers that are not resident in the United Kingdom if:-
 - a) the Board has explicitly approved the terms of their membership; or
 - b) membership commences or continues because the following circumstances and conditions are satisfied.

The circumstances are that:-

- (i) there is a definite expectation that the employee will come or return to the United Kingdom either to take up employment with an Employer (such an expectation should be evidenced in writing), or to retire; or
- (ii) the employee's earnings remain effectively chargeable because he or she only works overseas for periods which total less than 365 days in any year.