

# PRYSMIAN PENSION SCHEME

Member's guide to the Defined  
Contribution Section

**Prysmian**  
Group



## **A GUIDE TO DEFINED CONTRIBUTION**

This guide replaces the current 'Defined  
Contribution Section' booklet (April 2019)

**AUGUST 2021**

# Definitions

The guide uses certain words that may need further explanation.

These are shown below to help you understand any terms that may not be familiar to you.

## **Company**

This means Prysmian Cables & Systems Limited.

## **Earnings Cap**

This is an amount determined by the Trustee on the same basis as the earnings cap that applied under pensions tax legislation before 6 April 2006. The Earnings Cap is updated each year broadly in line with increases in prices. Please contact the Scheme administrators for more information.

## **Eligible Child**

Your children under the age of 18, or 23 if they are in full time education.

## **Member's Account**

An individual account that the Trustee sets up and maintains for you. The pension that you ultimately receive under the Scheme depends on the contributions you and the Company make to this account, how the funds perform and the cost of buying the pension.

## **Member**

An employee of the Company who has joined the defined contribution section of the Scheme.

## **Normal Retirement Date**

Your 65th birthday.

## **Ordinary Contributions**

These are the contributions that you and the Company are required to pay to the Scheme to provide your retirement benefits.

## **Pensionable Pay**

This is your Regular Earnings plus any shift allowance that you receive.

## **Pensionable Service**

This is the length of time, in years and months, that you have been a contributing Member of the defined contribution section of the Scheme.

## **Regular Earnings**

The fixed amount or rate of pay that you receive from the Company. Your Regular Earnings do not include any overtime or bonuses.

## **Scheme**

This is the Prysmian Pension Scheme.

## **SMART**

A way to pay for your pension scheme by reducing your contractual pay by an amount equal to your level of pension contributions. Your take home pay is increased as you pay less National Insurance contributions. This does not affect any Company or pension benefits. SMART Pensions is subject to HMRC regulations.

## **Spouse**

The person to whom you were married, or in a registered civil partnership with, at the date of your death.

## **Trustee**

This means Prysmian Pension Scheme Trustee Limited. The Trustee is responsible for the efficient and effective running of the Scheme, and for safeguarding the interests of members and beneficiaries. The Trustee Directors are nominated by members or the Company. If you wish to contact a Trustee, please contact your local HR Department for details.

## **Trust Deed and Rules**

This is the document which sets out the rules governing the Scheme, as amended from time to time.



## Welcome to the Defined Contribution Section of the Prysmian Pension Scheme

The Scheme is a valuable benefit and, with help from the Company, provides you with a tax-efficient way to save for your retirement.

When you retire, the money built up in your Member's Account is used to buy your choice of retirement benefits. The Scheme also provides benefits for your family on your death.

This guide tells you about the benefits and choices available to members of the Scheme.

The Scheme is administered under a trust, which is governed by the Trust Deed and Rules. This booklet is a summary of the provisions of the Scheme. Every effort has been made to reflect accurately the Trust Deed and Rules in this booklet, but if there are any differences, the Trust Deed and Rules will always take precedence.

If you would like a copy of the Trust Deed and Rules, please contact the administrators of the Pension Scheme at:

Mercer  
St James's Tower  
7 Charlotte Street  
Manchester M1 4DZ

or use the online contact form via <https://contact.mercer.com/>

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## Key features

The Scheme is a 'defined contribution' (sometimes called 'money purchase') scheme. This means that your contributions together with those paid or credited by the Company on your behalf, are paid into a Member's Account in your name. These contributions are invested. When you retire the value of your Member's Account is used to buy benefits for you and your dependants.

### **The level of benefits you will receive when you retire will depend on:**

- the contributions paid by you and by the Company on your behalf,
- how your funds perform, and
- the cost of buying benefits when you retire.

### **Here is a quick summary of the Scheme's key features.**

- the option of using your fund to purchase a pension for you when you retire,
- the option of taking part of your fund as a tax-free lump sum when you retire using the balance to purchase a pension,
- the option of taking the whole of your fund as a lump sum, subject to tax on the part that exceeds the tax free amount
- a pension for your Spouse and Eligible Children if you die before them before or after you retire depending on the benefits you choose at retirement.
- a life assurance lump sum of 2 times your Pensionable Pay paid to your dependants if you die while a member of the Scheme and employed by the Company
- valuable tax breaks, which mean your pension savings build up in a tax-efficient way,
- the potential to retire immediately with a pension if you become too ill or disabled to work,
- the option to transfer the value of your Member's Account to another pension arrangement if you leave the Scheme before you retire provided you have completed three or more months' Pensionable Service,
- the right to take a refund of your contributions to the Scheme, if you leave the Scheme before you retire having completed less than two years' Pensionable Service,
- an annual statement from the Scheme showing how your Member's Account is building up,
- the Scheme is administered by a Trust and so its assets are legally separate from the Company. It is run by a Trustee Company and some of the directors are elected by the members. The Trustee must always act in the best interests of members.

**Please keep this guide in a safe place for future reference.**

## Eligibility and joining

You automatically join the Scheme on the day you start work with the Company. Your Member's Account will be invested in the Default Option outlined in the "Your Investment Choices" leaflet which accompanies this guide and the Trustee will assume that you wish to contribute at the minimum level (see page 4). If you wish to contribute at a different rate or change your investment choices, please complete the "Contribution / Investment Change Form" and return it to the HR Department as soon as possible. This leaflet and form are available under the Documents section of BenPal, the Prysmian Pension Scheme website. A link to this website is below: <https://login.benpal.com/>

### Choosing not to join/opting out of the Scheme

When you join the Scheme, you may change your mind and opt out at any time. Unless you choose to opt-out within 30 days of joining, you must give the Trustee one month's notice in writing. You will leave the Scheme at the end of the month in which the notice expires. If you opt-out within 30 days of joining, the Company will refund any contributions you have paid as soon as possible through the payroll and you will be treated as not being a member.

If you wish to opt out of the Scheme or stop contributions, please contact your Scheme administration team on 0345 074 4062 or email: [prysmian\\_pension@mercer.com](mailto:prysmian_pension@mercer.com)  
online: <https://contact.mercer.com/>

If you choose to opt out of the Scheme, the Trustee will need to agree before you can join or re-join the Scheme at a later date. You may need to provide evidence of your health before the Trustee gives such agreement. For the avoidance of doubt, if you choose not to join you will not be eligible for any benefits under the Scheme, in particular any death benefits.

### General Data Protection Regulation (GDPR)

On 25 May 2018 a new data protection law came into force which requires the Trustee to tell you how your personal information is used and what your rights are in relation to it.

The Trustee as a 'data controller' requires personal information about you in order to run the Scheme and pay your benefits. As well as complying with the relevant legislation the Trustee has a Notice which sets out how the personal data about you is used.

Please find a copy of the Scheme's Privacy Notice which accompanies this guide.





## Contributions

You can pay your contributions in two ways – Standard or SMART pensions. For both, there is a range of contribution levels and these are shown in the table below.

Standard Contributions		SMART Pensions
% of Pensionable Pay which you pay	% of Pensionable Pay which the Company pays	% of Pensionable Pay* which the Company pays
3%	6%	9%
4%	8%	12%

You have the opportunity to change the amount you pay in Ordinary Contributions once in each year. You will need to complete a “Contribution / Investment Change Form” indicating your new level of contributions. The new contribution level will be applied as soon as possible after your instructions are received and must be payable for at least a year (unless you leave service or retire in the meantime).

You will also be able to choose to increase the contributions you pay by making Additional Voluntary Contributions (AVCs). If you wish to pay AVCs, please complete the “Contribution / Investment Change Form” and return it to the HR Department. Your new contributions will be deducted in the next available payroll. Please refer to the “Your Investment Choices” leaflet which accompanies this guide for details of the investment choices available.

Sometimes the Company may decide to make contributions to your Member’s Account from the general assets of the Scheme rather than paying in additional contributions, but the level of contributions paid into your Member’s Account will remain the same.

\* plus Employers NI (see page 8 Example 2)

### **Costs / Charges**

The Company pays all the administration costs of the Scheme and pays the whole cost of providing death benefits. Details of any investment charges that are deducted from your Member's Account are explained in the "Your Investment Choices" leaflet which accompanies this guide.

The cost of selecting an insurance company to pay your pension and setting up your pension is met by the Company.

### **Other pension arrangements**

You may also contribute to other pension arrangements. The level of contributions that you can make which receive tax relief are subject to the Annual Allowance. See page 14 for further information about the Annual Allowance. You should always contact a financial adviser (see [www.fca.org.uk/consumers/finding-adviser](http://www.fca.org.uk/consumers/finding-adviser)) before committing to contribute to another pension arrangement.



# How your contributions are paid

## Standard Contributions

You will make contributions at the level that you have chosen. Contributions are taken from your earnings before income tax is calculated so you automatically get full tax relief on them at the highest rate of tax you pay.

### Example 1

Based on a current salary of £24,000 per annum (£2,000 per month) and a 4% member pension contribution.

- You would make contributions of **£80** per month
- In 2021/22 for instance, if you pay tax at the basic rate of 20%, each £1 you pay costs only 80p from your take home pay. If you are a higher rate tax payer (40%), each £1 you pay cost only 60p from your take home pay.
- Prysmian would contribute at 8% of Pensionable pay, which is **£160** per month
- You would still need to pay National Insurance contributions on your pension scheme contributions, which is **£9.60** a month.

## SMART Pensions

You agree to stop making your normal monthly Pension Contributions. Your contractual pay is reduced by the amount that you no longer contribute to your Pension. Prysmian will increase its contributions to the Pension Scheme by the same amount you used to pay. Your take-home pay is increased because your NI Contributions are reduced. You may choose to invest the amount of the increase in your take home pay as an AVC. Prysmian will also pay the Employer NI "saving" on your revised contractual pay into the Pension Scheme.

### Example 2

Based on a current salary of £24,000 per annum (£2,000 per month) and a 4% member pension contribution.

- You would stop making your regular pension contributions of **£80** per month
- Your contractual pay would then reduce by **£80** per month
- Prysmian would then make an additional contribution to your Pension Member's Account of **£80** per month. An additional **£11.04** would also be paid to your Pension Member's Account. This is the Employer NI contribution "saving" on the **£80** (13.8%)
- Prysmian would also continue to make its normal monthly employer contributions to your Pension Member's Account (8% of pensionable pay = **£160**)

In this case, your take-home pay increases by **£9.60** per month because you pay less NI. The money going into your Pension Member's Account increases each month because the Employer NI "saving" of **£11.04** is also being paid.

*[The above figures are purely illustrative and individual figures may vary. You would continue to pay income tax at your current rate, as the amount of income tax you pay would not change under SMART Pensions.]*

## How SMART Pensions affect your Company Benefits

SMART Pensions will not have any effect on the following:

- Life Assurance
  - Pay Review
  - Overtime
  - Redundancy Pay
  - Shift Pay
  - Maternity Pay
  - Bonus
- SMART Pensions should have the effect of increasing your Pension because more money will be going into your Pension Member's Account.
  - Any pay increases and pay related benefits (e.g. overtime) will be calculated based on your "reference" pay (ie. pre-SMART pay).
  - Mortgage reference letters will refer to both your reference and contractual pay.



### How SMART Pensions affect your State Benefits

Your entitlement to contribution-based benefits is based on the amount of NI contributions that you have paid.

Examples of such contribution-based benefits are:

- Incapacity Benefit
- Job Seekers' Allowance
- Basic State Pension

If you continue to earn more than the Lower Earnings Limit (LEL) (£6,240 per year – 2021/22 NI rates) on a regular basis, your entitlement to these State Benefits will not change. However, if SMART Pensions were to cause your contractual pay to fall below this earnings threshold, your entitlement to some State Benefits may be reduced.

Other work related payments such as Statutory Maternity Pay, Statutory Paternity Pay and Statutory Sick Pay will not be affected if your earnings remain above the LEL.

For those who may be entitled to Working Tax Credit or Child Tax Credit, the reduced contractual earnings paid to you (after SMART Pensions reduction) is the figure used when calculating your entitlement to these credits, so you should think about any impact on these credits before you participate in SMART Pensions.

### How SMART Pensions affect your State Pension

If you reach State pension age on or after 6 April 2016, you will receive a new single tier State pension (expected to be no less than £179.60 (2021/22 value) per week based on 35 qualifying years of National Insurance Contributions (NICs)) in place of the existing basic and additional State pensions. Under the transition some people will, depending on their particular circumstances, be entitled to an additional amount (known as a protected payment) on top of the full level of the single tier State pension.

People in this category are likely to share the following characteristics:

- Are older workers; and
- Have spent the majority of their working lives in work; and
- Are less likely to have been contracted out of the additional State pension for a significant amount of time.

Further information can be found at the following link:

<https://www.gov.uk/state-pension/what-youll-get>

If you are entitled to a protected payment, participating in Salary Exchange prior to 6 April 2016 is likely to result in a small reduction in the level of protected payment that will be added to your single tier State pension. Participation in Salary Exchange after 6 April 2016 will have no detrimental impact on your State pension entitlement.

How the transition to the single tier State pension will affect people will depend on their own individual circumstances, including how many years of NICs have been paid and earnings. We recommend that you read the document that you can find by following the above link and speak to a financial adviser if you would like to understand how it will affect you.

If you reached your State Pension Age prior to 6 April 2016 and would like further detail on how SMART pensions will affect your State Pension, please contact our Scheme administrators at the address on page 18.

### Who shouldn't participate in SMART Pensions

- Any member who regularly earns less than £6,250 per year who may lose entitlement to some State Benefits.
- Any member whose contractual earnings after SMART Pensions would fall below the National Minimum Wage.
- Expatriate or overseas employees for whom different taxation and/or social security arrangements apply.
- Employees not in the Prysmian Pension Scheme.

### How to participate in SMART Pensions

To take part in SMART Pensions, please tick the SMART Pensions box on the "Contribution / Investment Change Form" which can be found in the back pocket of this booklet and return to your HR Department.

You may only opt out of SMART Pensions in April of each year unless you have a lifestyle change which would be generally regarded as an unforeseen life event such as:

- Marriage
- Separation/Divorce
- Significant change in working hours (e.g. employee moves from full-time to part-time)
- Birth of a child
- Redundancy of a partner

In such cases, you can opt out with the Company's agreement by completing an Opt Out form which can be obtained from your HR Department.

**If you still have a query about SMART Pensions, please contact your local Human Resources Department.**



## Investment

### Investment of contributions

You decide how your Member's Account is invested from a range of investment options provided by the Trustees.

### Choosing your investment funds

Full details of the investment options available are in the "Your Investment Choices" leaflet which accompanies this guide.

If you do not inform the Trustee how you would like your Member's Account to be invested, the Trustee invests your Member's Account according to the Default Option as described in the investment leaflet.

You should note that the investment managers and investment funds on offer will be reviewed by the Trustee from time to time and may change. You will, of course, be notified of any changes.

The investments you choose depend on the degree of investment risk you wish to take. You may wish to seek financial advice (See [www.fca.org.uk/consumers/finding-adviser](http://www.fca.org.uk/consumers/finding-adviser)) about your investment choices, not only when you first join the Scheme but whenever your circumstances change. You will be responsible for meeting the costs of any financial advice you receive.

### Monitoring your investments

Every year you will receive a benefit statement showing the value of your investments and what pension you may be able to buy at retirement. You will also be able to review how your funds are doing through the Prysmian Pensions Website.

## Your retirement benefits

When you retire, the value of your Member's Account will be used to buy benefits. Please note that you can not start to receive your DC benefits from the Scheme whilst still working for the Company.

The level of your benefits depends on three things:

- the amount of contributions paid into your Member's Account,
- how well your funds have performed, and
- The Scheme administrators will give you details of a financial adviser who will be able to help you if you wish to purchase a pension from your Member's Account. The cost of selecting an insurance company to pay your pension and setting up your pension is met by the Company.

The Government decided that from April 2015 members of defined contribution schemes such as the Scheme should be given greater freedom as to how they can access their benefits from age 55. It is no longer a requirement that your Member's Account is used to purchase a pension and you will be able to take it all as a cash sum if you wish (subject to tax – see below). This would give you more flexibility: if you want the security of a pension providing regular income, you will still be able to buy one; but if you want greater control over your finances, you will be able to take your pension savings as a cash sum and use them as you see fit. If you want greater flexibility than is available from the Scheme (for example if you want to draw down your savings at regular intervals) you also have the option of transferring your Member's Account into a personal pension arrangement or flexi access drawdown arrangement.

Deciding how to use your Member's Account at retirement is an important decision and the Trustee strongly recommends that you take financial advice to ensure that the benefits you select meet your needs for your retirement.

As you approach your retirement you may need to contact a financial advisor who will be able to assist you in making the necessary arrangements to set up your pension benefits. The Scheme administrators will give you details of a financial adviser who will be able to help you if you wish to purchase a pension from your Member's Account and Prysmian will pay for this advice. If you already have your own financial adviser, you can seek this advice from them. Please note that the Trustee Directors cannot give you any financial advice.

To help you make the decision that best suits your needs, you will be given access to free and impartial guidance on the range of options available to you at retirement.

The Government established a pension's service called Pension Wise to provide retirement guidance. You can now access Pension Wise via [www.moneyhelper.org.uk/en/pensions-and-retirement/pension-wise](http://www.moneyhelper.org.uk/en/pensions-and-retirement/pension-wise)

You can also access additional financial guidance by visiting [www.moneyandpensionsservice.org.uk](http://www.moneyandpensionsservice.org.uk), an organisation created that brings together services offered from The Money Advice Service, The Pensions Advisory Service and Pension Wise.



# Your retirement benefits continued

## Benefits available

You may choose from the following benefits;

- a pension payable to you for life, with the following options
  - you may select the rate at which your pension increases, subject to conditions imposed by the Trustee and the insurance company,
  - a tax free cash sum of up to 25% of the value of your Member's Account using the balance to buy a pension,
  - a pension for your Spouse or other dependant if you die before them,
  - a guarantee for your pension, so that if you die up to the five years after your retire, the remainder of five years' pension payments will be paid to your dependants as if you had continued to receive it and which will be taxed as income in the normal way, or
  - an annuity protection lump sum death benefit which will be a lump sum calculated by the insurer as being the value of the pension not already paid. If you die before age 75 this will be paid tax free; if you die after age 75 it will be taxed at 45%.

OR

- a cash sum equal to the total value of your Member's Account. 25% of this lump sum will be tax free and the remainder will be taxed at your marginal rate of income tax,

If you do not let the Trustee know which benefits you would like to be provided from your Member's Account, your benefits will be chosen by the Trustee.

If you have built up benefits above the "Lifetime Allowance" they will be subject to additional tax (which may be deducted from benefits or be collected through self-assessment tax returns). See page 17 for further information relating to the Lifetime Allowance.

## Normal retirement

Shortly before your Normal Retirement Date, the Trustee will send you an illustration showing the options that you have and the value of your Member's Account. You will then need to choose which benefits you wish to buy with your Member's Account before your benefits can be paid.

Please note the minimum turn around time from receipt of your fully completed retirement forms is six weeks. This

is subject to confirmation that you have left the Scheme, no investment switches are ongoing and your last contribution has been received by the Scheme. Therefore, the turnaround time will differ depending on what date of the month you retire.

## Early retirement

If you retire before your Normal Retirement Date you may with the Company's consent receive your benefits immediately so long as you retire on or after your 55th birthday.

## Late retirement

If you continue working after your Normal Retirement Date your contributions (and the contributions paid by the Company) will continue whilst you continue working.

## Ill Health Early Retirement

If you become seriously ill or disabled, to be eligible to receive benefits on the grounds of ill health, you will be asked to provide medical evidence to show that you are prevented from following your normal occupation and your earnings capacity is seriously impaired.

If the Trustee is satisfied that you meet the criteria for ill-health benefits, the company will pay an additional amount to your Member's Account. The additional amount will be equal to the amount of contributions that the Company would have paid to your account had you stayed in employment until Normal Retirement Date, but based on your Pensionable Pay at the date you stopped work.

## Payment of pension

Your pension, and any pension for your Spouse, will normally be bought from an insurance company when you retire. If you wish to select the insurance company you must write to the Trustee to tell them which insurance company you have chosen at least two months before the date your pension is due to start.

Your pension is paid directly to you by the insurance company concerned. Any pension payable on your death to your Spouse or other dependant will be paid directly to that person by the insurance company.

The process of setting up your pension may take several weeks and you can help to reduce this time by telling the Trustee which options you want to take and by returning any forms as soon as possible.

Your pension from the Scheme is subject to PAYE income tax.

## Benefits for your family

### Death before you retire

If you die while you are a contributing Member of the Scheme, the following benefits are payable:

- a lump sum of 2 times your Pensionable Pay (subject to the Earnings Cap) at your date of death,
- a pension of 25% of your Pensionable Pay (subject to the Earnings Cap) at the date of your death is payable to your Spouse,
- a pension of 25% of your Pensionable Pay (subject to the Earnings Cap) at the date of your death is shared between your Eligible Children. Any pension payable to a child will stop when they are no longer classed as an Eligible Child,
- if no Spouse's or Eligible Children's pensions are payable, the value of your Member's Account will be payable to your estate.

### Restriction on benefits

Normally, the lump sum death benefit and Spouse's pension are provided automatically. Sometimes, however, restrictions are placed on these benefits and you will be told if this applies in your case. In particular, payment of any insured death benefit is subject to acceptance by, and any terms and conditions imposed by, the insurer.

### Payment of lump sums

The lump sum death benefits are paid at the discretion of the Trustee to your beneficiaries or estate and normally no inheritance tax is paid on them.

The Trustee must decide who receives the money but generally follows your wishes provided it has been notified of them beforehand.

You may nominate the people you would like the Trustee to consider as beneficiaries. If you are currently contributing to the Scheme, the nomination forms are held on the Prysmian Pension Scheme website and you will be sent details of how to logon once you have joined. We recommend that you enter your beneficiaries on the website to allow the Trustee to take your wishes into account.

**If you hold preserved benefits under the Scheme, you can request an Expression of Wish form from the Scheme administration team.**

### Death after you retire

Once you retire, your pension (if you select one) is paid for the rest of your life. The benefits payable on your death depend on the choices you made at your retirement (see **Your retirement benefits** on page 11).

# Leaving

## Leaving the Scheme

If you leave the Scheme before your Normal Retirement Date (for example you opt out or leave to go to another employer), you and the Company stop paying contributions to the Scheme. You will also no longer be covered for any of the death in service benefits, described on page 13.

## Leaving with less than two years' Scheme membership

If you have completed less than two years service, you can transfer the value of your Member's Account to your new employer's scheme, a personal or stakeholder pension scheme or an individual insurance policy.

The transfer value (known as a cash equivalent) is calculated by the Trustee, taking advice from the Scheme Actuary where necessary. It is usually the value of your Member's Account. The cost of processing the transfer may be deducted from your Member's Account.

You would then not be entitled to any other benefits from the Scheme.

If you do not opt for the transfer value option, your Member's Account remains in the Scheme. No more contributions are paid into your Member's Account but it remains invested until you retire, die or transfer it out of the Scheme.

## Leaving with two or more years' Scheme membership

If you leave the Scheme before your Normal Retirement Date and you have been a member of the Scheme for two or more years, your Member's Account remains in the Scheme. No more contributions are paid into your Member's Account but it remains invested until you retire, die or transfer it out of the Scheme.

When you retire you can choose the benefits to be provided as described under **Your retirement benefits** on page 11.

## Transfer of benefits

At any time, whether you have left the Scheme or not, you may ask the Trustee for an estimate of the cash equivalent available to you on a particular date. The Trustee will give you this within three months of your request. If you need the estimate because of a divorce settlement, you should tell the Trustee this as they may need further information from you. The Trustee is not obliged to give you a further estimate within 12 months of your last request. If you do require a second transfer value within a year from your previous request, a charge will apply. Further information is available from the Scheme administrators.

Please note the transfer process can take up to three months for payment to be made to the receiving scheme. You will need to leave the Scheme completely to transfer your benefits and therefore confirmation is needed that you have left the Scheme, no investment switches are ongoing and your last contribution has been received by the Scheme before the transfer is paid.

## Death before retirement

If you die after leaving the Scheme but before taking your benefits, the Trustee will pay the value of your Member's Account to your estate.

# Absence from work

Most absences from work are for a relatively short time and do not normally affect your membership of the Scheme. If you are absent for a long time, your membership may however be affected.

## Maternity and adoption leave

If you are away from work to have a baby, your membership under the Scheme will continue during your maternity leave.

If you take adoption leave, your pension and death benefits will be continued in the same way as for maternity leave. References to *maternity leave* below should be read as *adoption leave*.

## Maternity leave

During any period of paid additional maternity leave your membership of the Scheme will continue as though you were working normally. For any period of unpaid additional maternity leave neither the Company nor you will contribute to the Scheme although you will continue to be entitled to death benefits.

You continue to pay contributions based on the pay you actually receive during maternity leave.

The Company pays its own contributions in respect of you based on the Pensionable Pay you would have received had you been working normally. It also pays the difference between the contributions you would have paid to the Scheme had you been working normally and those you actually pay during maternity leave.

If you do not return to work after your maternity leave, you will leave the Scheme. The date you leave the Scheme is taken as the date when your paid additional maternity leave stops.

## Paternity leave

If you qualify for paternity leave your membership of the Scheme will continue as though you were working normally. You will be notified if you need to contribute to the Scheme during paternity leave and the basis on which those contributions will be calculated.

## Shared parental leave

Special provisions apply if you have shared parental leave with your partner. If this applies to you should contact the HR department for further details as to how this impacts on your pension benefits.

## Other leave

If you are away from work for any reason except maternity, paternity or adoption leave, you will have the choice on your return to work to make up the contributions you have missed paying whilst you were away. You have 6 months from the date of your return to work to make this choice.

You will normally remain covered for the lump sum death benefit and Spouse's and Eligible Children's pensions for up to three years while your pay continues.

You are normally treated as having left employment if you do not return to work at the end of the agreed leave period.

## A-Z of further details

### Alteration or discontinuation

The Company has the right to stop contributing to the Scheme and to alter the terms of the Scheme.

If the Company stops its contributions and the Scheme is discontinued the Trustee will normally buy a policy (to provide a pension which will come into payment in the future) with your Member's Account. The amount of pension that may be bought will depend on your age, the value of the fund and the cost of securing benefits.

If the Company stops contributing, charges that the Company used to pay may now come out of your Member's Account.

This guide is based on current understanding of tax and pension scheme law and is subject to change at any time in the future.

### Divorce or dissolution of a civil partnership

If you get divorced or dissolve your registered civil partnership your benefits under the Scheme may become subject to a court order. This would require the Trustee to allocate a specified part of your retirement benefits and death benefits under the Scheme to your ex-spouse.

If a court order applies to your Scheme benefits, you will be given details of the reduction to apply to your benefits.

On divorce or dissolution, you should tell the Trustee about the changes in your personal details. You should also consider changing any Expression of Wish form you previously completed (see page 13).

The Trustee may charge you for the cost of any work to do with a divorce or dissolution of a registered civil partnership.

### Giving up your benefits

Except in the limited circumstances allowed by law and by the Trust Deed and Rules, you are not allowed to give up, cash in or forfeit your benefits or use them as a security for a loan.

### Security of personal information

In order to administer the Scheme, the Trustee (or other parties who act on behalf of the Trustee) needs to hold information about you and your entitlements. All the information is necessary and without it you will not be able to join the Scheme. The information is kept secure and only disclosed in limited circumstances. For example, information may be disclosed to:

- your employer and other companies in the same corporate group in connection with the operation of the Scheme,
- insurance companies to arrange particular entitlements,
- actuaries and other advisers of the Trustee,
- any future potential employers and their advisers, and
- government or regulatory organisations if the Trustee is obliged to do so.

Disclosure may be within or outside the UK.

The Trustee is the data controller under the Data Protection Act 1998.

It is important that you tell the Trustee of any changes in your personal details to ensure the information held is accurate.



## Taxation

The Scheme is a “Registered Pension Scheme” under Part IV of Finance Act 2004. Registered Pension Schemes (which include personal and stakeholder pension schemes) enjoy many tax advantages. To restrict these tax advantages all individuals have an “Annual Allowance” and a “Lifetime Allowance”.

- The Annual Allowance regulates the maximum value of benefits that you can earn in any year under all the Registered Pension Schemes of which you are or have been a member. Generally, under defined contribution arrangements each £1 of contributions paid by yourself and/or your employer will use up £1 of your Annual Allowance. You will have to pay tax in respect of any benefits earned in any year that are above the Annual Allowance. The tax year will be used to assess the contributions made to your Member’s Account against the Annual Allowance.
- The Lifetime Allowance regulates the aggregate amount of benefits paid from all of your Registered Pension Schemes (see above). Generally each £1 of pension received uses up £20 of your Lifetime Allowance and £1 of cash received uses up £1 of your Lifetime Allowance. A special one off tax charge is made when benefits in excess of the Lifetime Allowance start to be paid – this is to recover some of the tax benefits previously enjoyed. The Trustee may deduct the tax charge from your Member’s Account.

The Annual Allowance and Lifetime Allowance are defined in legislation each year. Please contact the Scheme administrators for more details. Shortly before your benefits become payable the Trustee will request information about the amount of Lifetime Allowance you

have used in respect of benefits in payment from other Registered Pension Schemes. You should keep all statements issued to you in respect of the Lifetime Allowance in a safe place. Once your benefits come into payment the Trustee will provide a statement detailing the amount of your Lifetime Allowance accounted for by your benefits from the Scheme.

Payments from pension schemes are also subject to a tax charge if they are classified as “unauthorised” by HM Revenue & Customs. Scheme members are not entitled to receive any benefit if it could result in an unauthorised payment. Most payments from the Scheme will not be affected, and you will be contacted in the unlikely event that this affects you.

## Transferring benefits into the Scheme

If you have benefits held in another pension arrangement you may wish to consider transferring those benefits into the Scheme. Acceptance of any transfers into the Scheme requires the agreement of the Company and the Trustee. If you wish to consider this possibility please contact the Scheme administrators using the details on page 18 for further information. You should take financial advice before making any decision to transfer benefits.

## Trust Deed and Rules

This guide is for information only and does not give rights to benefits for or in respect of you. Your rights to benefits under the Scheme arise from the Trust Deed and Rules. The Trust Deed and Rules is designed to meet the requirements of Her Majesty’s Revenue & Customs and other Government authorities.

The guide gives a summary of the benefits provided by the Scheme and does not cover everything in the Trust Deed and Rules. If the guide differs in any way from the Trust Deed and Rules, the Trust Deed and Rules will prevail.



# Help and advice

## More information

If you want to see a copy of any of the Scheme's formal documents, such as the Trust Deed and Rules, the annual report and accounts or the statement of investment principles, or you want more information about this guide or the Scheme in general, please contact the administrators of the Pension Scheme:

Mercer  
St James's Tower  
7 Charlotte Street  
Manchester M1 4DZ

Telephone: 0345 074 4062

Email: [prysmian\\_pension@mercerc.com](mailto:prysmian_pension@mercerc.com)

Online: <https://contact.mercerc.com/>

## Queries and problems

The Trustee aims to administer and manage the Scheme to high standards but there may be times when you are unhappy about something concerning your benefits or your membership of the Scheme in general.

Most queries and problems stem from a misunderstanding of information and normally can be quickly and informally sorted out without the need to use any formal procedures. You should first of all refer any query or problem to the Scheme administrators.

If you are still unhappy about the matter, you may then wish to consider making a formal complaint through the internal dispute resolution procedures.

## Internal dispute resolution procedures

If you have not been able to resolve any complaint about the Scheme informally, there is a two-stage, formal procedure you may use. Full details can be obtained from the Administrators of the Scheme.

## Stage 1

You should put your case in writing to the Secretary to the Trustee who will fully consider your complaint and will normally give you a decision within two months.

## Stage 2

If you are not satisfied with the decision, you may appeal to the Trustee to consider your complaint. You will normally receive a decision from them within two months.

If you wish, a representative may act on your behalf.

The internal dispute resolution procedures apply to matters concerning the Scheme that affect members and others who may have an interest in the Scheme. They do not apply to disputes between employees and the Company, nor do they apply to disputes when court proceedings have started or that are being investigated by the Pensions Ombudsman.

## The Pensions Regulator

The Pensions Regulator is a regulatory body which has a range of powers to help safeguard rights of members of pension schemes and is able to intervene where trustees, employers or professional advisers have failed in their duties. The Pensions Regulator may be contacted online at: [www.thepensionsregulator.gov.uk](http://www.thepensionsregulator.gov.uk)

## Money and Pensions Service

The Money and Pensions Service is an independent voluntary service that provides free help and advice to members and other beneficiaries of occupational and personal pension schemes. The Money and Pensions Service is available at any time to assist members and other beneficiaries with any pension query they may have or any difficulty they have failed to resolve with the Trustee or administrators of the Scheme.

You can contact MaPS by;

Email: [contact@maps.org.uk](mailto:contact@maps.org.uk)

Telephone: 01159 659570

The three previous providers of government-sponsored financial guidance: The Money Advice Service, The Pensions Advisory Service and Pension Wise have now been replaced by The Money and Pensions Service. This new single organisation brings together the provision of debt advice, money guidance and pensions' guidance.

Further details and information can be found at

[www.moneyandpensionsservice.org.uk](http://www.moneyandpensionsservice.org.uk)

You can continue visit these three services directly:

[www.pensionsadvisoryservice.org.uk](http://www.pensionsadvisoryservice.org.uk) Offering advice to people with workplace and personal pensions.

[www.moneyadvice.service.org.uk](http://www.moneyadvice.service.org.uk) Free, impartial advice about pensions and finances.

[www.pensionwise.gov.uk](http://www.pensionwise.gov.uk) or telephone 030 0330 1001.

Helping people with DC benefits understand their retirement choices.

### **Pensions Ombudsman**

The Pensions Ombudsman may investigate and decide upon any complaint or dispute of fact or law in relation to an occupational pension scheme referred to him. However, the Pensions Ombudsman normally insists the matter is first dealt with through the Scheme's own internal dispute resolution procedures. If you have any complaint or dispute that cannot be resolved by the internal dispute resolution procedures, you may refer it to the Pensions Ombudsman at:

10 South Colonnade  
Canary Wharf  
E14 4PU

Telephone: Local 0800 917 4487

Overseas +44 (0) 207 630 2200

Opening hours: Monday to Friday: 10.00am-2.00pm

Email: [enquiries@pensions-ombudsman.org.uk](mailto:enquiries@pensions-ombudsman.org.uk)

[www.pensions-ombudsman.org.uk](http://www.pensions-ombudsman.org.uk)

### **Pensions Tracing Service**

The Trustee has given information about the Scheme, including details of an address at which they can be contacted, to the Pensions Tracing Service. This service run by the Department for Work and Pensions may be of help to you if you need to contact the trustees of a previous employer's pension scheme and cannot trace them yourself.

The service may be contacted at:

The Pension Service 9

Mail Handling Site A

Wolverhampton

WV98 1LU

Telephone: 0800 731 0193

[www.gov.uk/find-pension-contact-details](http://www.gov.uk/find-pension-contact-details)

**Prysmian**  
Group



