

# **Seventh-day Adventist Retirement Plan**

for service to  
31 December 2013

## **MEMBER BOOKLET**

March 2022

**British Union Conference  
Stanborough Park  
Watford  
WD25 9JZ**

# INTRODUCTION

The British Union Conference of Seventh-day Adventists (the "Church") established a new Retirement Plan for the benefit of its employees and the employees of the other employers or organisations associated with it which participate in the Plan in April 1998. These employers and organisations will be referred to in the booklet as the "Employer". The Seventh-day Adventist Retirement Plan will be referred to in this booklet as the "Plan".

Those who serve the Seventh-day Adventist Church usually do so from a sense of vocation, where the relationship transcends contracted hours, change of employer and the point of retirement. To this end the Church persisted with a final salary plan in good faith. After several tri-annual valuations, advice from our legal team, actuaries and the Pension Regulator, it became apparent that the object of full funding was becoming more remote, and beyond the means of the church. Following negotiation and consultation the plan, with much regret, closed to accrual in December 2013. Following the Government's Auto-Enrolment requirement a Defined Contribution scheme was introduced and gradually enhanced to better meet the needs of those we serve.

The Plan not only provides you with a regular income after you stop working at retirement, but also benefits for your family or other dependants if you should die.

## Further information

This booklet gives only a summary of the benefits provided by the Plan. It does not cover everything in the formal Trust Deed and Rules (see page 25). The Trustees operate the Plan in accordance with the Rules and, while every effort has been made to ensure the accuracy of this booklet, in the event of any conflict between this booklet and the Rules, the Rules will always prevail.

If there is anything in this booklet which you are not clear about or if you would like further information about the Plan and your benefits, you should contact the BUC Executive Secretary at the address below.

Executive Secretary  
British Union Conference of Seventh-day Adventists  
Stanborough Park  
Watford  
Hertfordshire  
WD25 9JZ

March 2022

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# OUTLINE OF THE PLAN

## Introduction

The Seventh-day Adventist Retirement Plan is a non-contributory, defined benefit pension scheme governed by a Definitive Trust Deed and operated by a group of trustees.

## Benefits

- When you retire, you will receive your **pension**, which is a regular income based on your earnings close to retirement and is paid for the rest of your life.
- You may be able to exchange part of your pension for a **tax-free cash sum** when you retire.
- You may be able to **retire early** (with a smaller pension).
- You may be able to **retire late** (with a larger pension).
- The Plan provides **benefits for your dependants** after your death.

## Contributions

The Plan is paid for by your Employer. Contributions are paid into a trust fund which is separate from the Employer and is invested by the Trustees of the Plan. The fund is used to provide benefits when they become payable.

## Tax advantages

The Plan is registered with HMRC in accordance with the requirements of the Finance Act 2004. This means that (based on current tax rules):

- you may take part of your pension as a **tax-free cash sum**;
- any lump sum death benefit paid to your beneficiaries is normally **tax-free**.

The Plan's investments are largely free from income and capital gains taxes.

# **EMPLOYED MEMBERS**

## **Closure**

The Plan closed to accrual on 31 December 2013. This means that all Pensionable Service ceased on this date.

## **Salary link**

While you remain employed by the Employers, you are classed as an 'Employed Member'. This means that your benefits accrued up to 31 December 2013 will continue to increase in line with your salary.

## **Preserved pension underpin**

Your benefits as an Employed Member will always be at least as high as if you had left the Plan and become entitled to a preserved pension on 31 December 2013 (see page 13).

## **Opting out**

If you no longer wish to be an Employed Member you can choose to opt out and become a Preserved Member, by writing to the Trustees.

# RETIREMENT PENSIONS

## Your pension

The Plan is designed to provide you with a pension related to your earnings - and therefore to your standard of living - close to retirement.

Your Plan Normal Retirement Date is your 65<sup>th</sup> birthday. You can choose to retire earlier or later than this (see pages 9 and 10)

## Pension formula

The formula used to calculate your pension is:

$$1\% \times \text{Final Pensionable Salary} \times \text{Pensionable Service}$$

### Example

The annual pension payable to a member retiring with a Final Pensionable Salary of £25,000 and 28 years' Pensionable Service would be:

$$1\% \times £25,000 \times 28 = £7,000 \text{ a year}$$

Remember that from State Pension Age the State Pension is paid in addition to your Plan pension.

## Key definitions

### Final Pensionable Salary

90% of the Pensionable Salary Package multiplied by your Average Personal Salary Factor.

### Pensionable Salary Package

The pensionable proportion of the amount by reference to which the salaries of employees of the Church are determined. Both the proportion and the amount are determined by the Executive Committee.

### Average Personal Salary Factor

The highest three-year average of your Personal Salary Factor (the proportion of the Salary Package which you are entitled to receive as your remuneration) within the last ten years of your Pensionable Service.

### Pensionable Service

Periods of continuous service with your Employer in complete years and days from the date you became a member of the Plan to 31 December 2013 (or your Normal Retirement Date if earlier). Non-contiguous segments of service may result in you having different sections of preserved pension.

## Payment of your pension

You will receive your pension from the date you retire, and it will be paid by monthly instalments for the rest of your life. Your pension instalments will be paid on the 25th of each month or the last working day prior to the 25th.

Those who live abroad become entitled as described, however to limit exchange cost, pensions are paid quarterly in advance, with overpayments being recoverable.

## What about inflation?

Once in payment, your pension will be increased on the 1st January in each year.

The increase will be the percentage increase in the Retail Prices Index (RPI) for the 12 month period ending on the preceding 30 September, or 5% if that is less.

If your pension has been paid for less than 12 months when the increase is first due, the increase will be proportionate to the increase you would have received based on each complete month for the period in question.

### Example

In a year when inflation is 6% your pension increase for the full year will be restricted to 5%. If you retired on the 1st July then your pension will be increased on the 1st January following your retirement by half of the full year increase – in this case 2.5%.

## Extra money for your family

When you retire, you have the option of taking a lower pension for yourself in exchange for providing a higher level of pension payable on your death for your legal spouse or other dependant of your choice.

However, you should seek **appropriate professional** advice before making any decision as there are a number of things to consider before you set aside benefits in this way.

# TAX-FREE CASH SUMS

On retirement you may exchange some of your pension for a cash sum, which is tax-free under current legislation.

## How much cash?

You may take a cash sum of up to 25% of the value of your pension. For this purpose the value of your pension is calculated using HMRC rules.

### Example

Our member, with a retirement pension of £7,000 a year, retiring at age 65, would be able to receive a lump sum of up to £35,963.30

## Reduced pension

If you take a tax-free cash sum, your pension will be reduced. At present (March 2022) if you retire at age 65 your pension will be reduced by £1 for every £22.40 of cash you receive. This ratio depends on your retirement age and is kept under review and may change from time to time.

### Example

Our member's pension will be reduced by £1,605.50 a year using the ratio as described above if they decide to take the maximum cash. If our member does take the maximum tax-free cash sum they will therefore be entitled to a reduced pension of £5,394.50 a year.

## Restrictions

The maximum tax-free cash sum you can take may have to be restricted in order to comply with limits in the Plan Rules or limits imposed by HMRC. You will be notified near retirement if we are aware this restriction applies in your case.



# EARLY RETIREMENT

You may take an immediate pension on retirement before Normal Retirement Date with the consent of the Employer. This may be from age 55, or at any time if in the opinion of the Trustees, based on medical advice, you are suffering from ill-health which prevents you from carrying out your normal job for the Employer or seriously impairs your earnings capacity.

## Early retirement pension

If you retire early on pension, your pension will be worked out as if you were leaving the Plan (see page 13) and then reduced to take account of the longer time for which it will be paid.

If, on attaining your 62nd birthday, you have completed 35 years' Pensionable Service or in the opinion of the Trustees (based on medical advice) you are suffering from ill-health, no reduction will be applied to your pension.

### Example

Our member is entitled to a pension of £7,000 a year. However, if this pension is being paid 2 years' early at age 63 instead of at Normal Retirement Date it will be reduced for early payment (as the member has not completed 35 years' Pensionable Service). The pension payable immediately will be £5,743.40 a year using the current reduction factors in force.

## Options at retirement

You still have the option at early retirement of giving up part of your pension for a tax-free cash sum (see page 8) or to provide extra pension for a dependant (see page 7).

## Inflation protection

Your pension payable on early retirement will be increased each year in the same way as your pension payable at Normal Retirement Date (see page 7).

## Review of your health and continuing pension payments

The continued payment of your pension arising through your early retirement due to ill health and the increases to that pension up to age 55 (see 'inflation protection' above) are subject to reviews by the Trustees. For this purpose the Trustees may call for any independent medical advice or evidence they consider appropriate.

If your health improves to the extent that, in the Trustees' opinion based on medical advice, you are no longer suffering from the infirmity which gave rise to your early retirement on pension, the Trustees may (having obtained the advice of the actuary to the Plan) reduce, suspend or terminate your pension until your Normal Retirement Date.

If this applies to you, you will be immediately advised of the benefits which will become payable to you at your Normal Retirement Date in the light of the Plan benefits which you have already received.

# LATE RETIREMENT

With the Employer's consent, you may continue working after your Normal Retirement Date.

## Late retirement benefits

Your pension at the date of your late retirement will be calculated in the same way as if you were retiring at Normal Retirement Date (see page 7), and then increased to take account of the shorter time for which it will be paid. If your pension would be higher based on your Final Pensionable Salary at your late retirement date then this will be paid instead.

### Example

Our member is entitled to a pension of £7,000 a year. However, if this pension is being paid 2 years' late at age 67 instead of at Normal Retirement Date it will be increased for late payment. The pension payable will be £7,865.20 a year using the current increase factors in force.

## Options at retirement

You will be able to exercise the option to give up part of your pension for a tax-free cash sum (see page 8) or to provide extra pension for a dependant (see page 8) when you actually retire.

## If you should die

If you die while employed by your Employer after Normal Retirement Date, the same benefits would be payable as if you had died before Normal Retirement Date (see page 11), plus a lump sum equal to the value of five years' pension payments as if you had retired the day before your death.

## Inflation protection

Your pension payable on late retirement will be increased each year in the same way as it would have been had it become payable at your Normal Retirement Date (see page 7).

# DEATH BEFORE RETIREMENT

If you die in your Employer's service before your Normal Retirement Date whilst a member of the Plan, the following benefits will be payable.

## **A pension for your spouse**

If you are married at the date of your death, a pension equal to one-half of your pension will be paid immediately to your legal spouse. Your pension is calculated as the pension which would have been payable to you had you retired immediately without any reduction for early retirement. The spouse pension will be paid for the rest of your spouse's life.

## **A pension for your children**

In addition to the legal spouse's pension above, a pension will be paid for the benefit of your children while they are under age 23.

The amount of the children's pension at any time will be one quarter of the legal spouse's pension multiplied by the number of qualifying children up to a maximum of four such children.

If you are not survived by your spouse, or if your legal spouse dies while a children's pension is payable, the amount of the children's pension will be doubled.

## **Inflation protection**

Your spouse's pension (and any pension paid for the benefit of children) will be increased each year in the same way as your own pension (see page 7).

## **Are there any restrictions?**

Under normal circumstances the full legal spouse's pension will be provided automatically without any enquiry into your state of health.

Sometimes, however, restrictions are placed on these death benefits and you will be told if this applies to you.

# DEATH AFTER RETIREMENT

Once you retire, your pension is paid for the rest of your life. On your death in retirement, the following benefits are payable.

## **Lump sum**

If you die within five years after your retirement, your beneficiaries or estate will receive the value of the unpaid balance of the five years' pension payments including the value of the pension increases as a lump sum.

## **A pension for your spouse**

If you are married on your death, your legal spouse will receive a pension equal to one-half of your own pension including any increases since your retirement and any pension given up to provide other benefits such as a tax-free cash sum (see page 8).

This pension will be paid for the rest of your spouse's life.

## **A pension for your children**

In addition to the spouses' pension above, a pension will be paid for the benefit of your children while they are under age 23.

The amount of the children's pension at any time will be one quarter of the spouse's pension multiplied by the number of qualifying children up to a maximum of four such children.

If you are not survived by your spouse, or if your spouse dies while a children's pension is payable, the amount of the children's pension will be doubled.

## **Inflation protection**

Your spouse's pension (and any pension paid for the benefit of children) will be increased each year in the same way as your own pension (see page 7).

## **Extra money for your family**

When you retire you have the option of taking a lower pension for yourself in exchange for providing a higher level of pension for your legal spouse or other dependant of your choice. This may include someone who is dependent upon you by reason of disability and any person not married to you who was financially interdependent of you and who relied upon your income to maintain a standard of living which had depended on joint incomes before the date of your death.

However, you should seek advice before making any decisions, as there are a lot of pros and cons to be considered before you set aside benefits in this way.

# LEAVING THE PLAN

## Leaving the Plan

If you leave your Employer before Normal Retirement Date, you will be entitled to a preserved pension payable from Normal Retirement Date.

This will represent the pension you earned up to the date you left the Plan and calculated in the usual way (see page 6) using your Final Pensionable Salary at the date you leave and your completed Pensionable Service to 31 December 2013.

## Inflation protection

To help offset the effects of inflation your preserved pension will be increased each year in line with the percentage increase in the Consumer Prices Index (CPI) between the date you leave the Plan and the date you retire, subject to these increases not exceeding:

- (a) 5% p.a. for the part of your preserved pension relating to your Pensionable Service before 6 April 2009; and
- (b) 2.5% p.a. for the part of your preserved pension relating to your Pensionable Service on or after 6 April 2009.

## Retirement options

If you leave your benefits in the Plan you will still have the normal options of retiring early (see page 9) or giving up part of your pension in exchange for a tax-free cash sum (see page 8) or providing extra pension for a dependant (see page 7). Your pension will be payable and increased each year, in the same way as if you had remained in Service until your Normal Retirement Date (see page 6).

## Death before retirement

If you are married, your legal spouse will receive a pension equal to half of your preserved pension, including any increases made up to the date you died.

In addition, a pension will be paid for the benefit of your children while they are under age 23. The amount of the children's pension at any time will be one quarter of the legal spouse's pension multiplied by the number of qualifying children up to a maximum of four such children. If you are not survived by your spouse, or if your legal spouse dies while a children's pension is payable, the amount of the children's pension will be doubled.

## Death after retirement

On your death after retirement, benefits will be paid as described on page 12.

## Inflation protection

Your spouse's pension (and any pension paid for the benefit of children) on your death, either before or after retirement, will be increased each year in the same way as your own pension (see page 7).

## **TRANSFER OF BENEFITS**

If you leave your Employer at least one year before your Normal Retirement Date, instead of leaving your preserved benefits in the Plan (see page 13), you may transfer the cash equivalent of them to your new employer's scheme, provided the scheme is willing and able to accept it and is a retirement benefits plan registered with HMRC. Your new employer will be able to tell you what benefits can be provided with the cash equivalent under their scheme.

You also have the option of transferring the cash equivalent of your preserved benefits to a personal pension scheme of your choice or to an individual insurance policy in your own name (known as a 'buy-out' policy), provided such plans are retirement benefits plans registered with HMRC.

At any time, whether you have left your Employer or not, you may ask the Trustees for an estimate of the cash equivalent available to you on a particular date. If the estimate of the cash equivalent is needed because of a divorce settlement, you should tell the Trustees this when asking for the estimate as the Trustees may need further information from you. Within three months of your request, the Trustees will give you a written statement of entitlement. This will show your cash equivalent, which is guaranteed for three months from the date on which it has been calculated (the 'guarantee date'), unless it is for divorce purposes. The statement will be given to you normally within ten days of the guarantee date.

If you want to transfer the cash equivalent to another scheme or buy-out policy, you must apply in writing to the Trustees within three months from the guarantee date shown on the statement of entitlement.

If you ask the Trustees for another statement within 12 months of the date of the last request, you will need to pay for this.

### **Calculation of the cash equivalent**

The cash equivalent is the cash sum which represents the Trustees' best estimate of the expected cost of the Plan providing the preserved benefits to which you are entitled. If the Plan's assets are insufficient to cover the total cash equivalent transfer values for all members, the transfer value available may be scaled down accordingly. You will be informed if your cash equivalent transfer value has been reduced in this way.

The value of your AVCs will be in addition to the above.

Further details will be provided by the BUC Executive Secretary when you leave the Plan.

## **ADDITIONAL VOLUNTARY CONTRIBUTIONS (AVCs)**

AVCs were contributions which you could choose to pay if you wished to increase your benefits. AVCs were paid into an AVC Account for each member paying AVCs and kept separate from the Plan's main assets. Your AVC Account is payable in addition to your standard Plan benefits.

If you die before retirement your AVCs will be paid as a lump sum.

If you wish, you can transfer your AVC Account out of the Plan, even if you do not transfer the rest of your Plan benefits.

# **ABSENCE FROM WORK**

## **Temporary absence**

Most absences from work are for a relatively short time and do not affect your status as an Employed Member of the Plan. However, if you are absent for a long time your membership may be affected, as set out below.

## **Sickness**

If you are away due to illness or injury, you are covered by your Employer's Prolonged Disability Insurance Scheme and you will continue as an Employed Member of the Plan.

## **Other absences**

If you are away from work for any other reason except maternity/paternity/adoption leave, the Church will decide whether you should continue as an Employed Member, and for how long.

## **What happens after the time limit?**

If at the end of the appropriate period you have not returned to work, you will normally be treated as having left employment and your benefits will be dealt with as described on page 13.



# **MATERNITY, PATERNITY & ADOPTION LEAVE**

Your membership and benefits under the Plan will continue for the period of absence that is:

- ordinary maternity leave or additional maternity leave (as defined in the Employment Rights Act 1996);
- paternity leave (as defined in the Employment Rights Act 1996); or
- ordinary adoption leave or additional adoption leave (as defined in the Employment Rights Act 1996).

In all cases, your benefits will be based on the Pensionable Salary which would have applied to you had you been working normally (your "notional" Pensionable Salary).

## **Leaving your Employer**

If you decide not to return to work, you will be treated as having left your Employer. The date of leaving will be taken as whichever is the latest of the following:

- the date on which any period of statutory maternity leave, paternity leave or adoption leave expires;
- the last day for which you received contractual remuneration or statutory maternity pay, paternity pay or adoption pay; or
- the date on which your right to exercise the right to return to work expires (or any earlier cancellation of your notice on intention to return to work).

In all cases, your benefits will then be dealt with as described on page 13.

# TAX AND LEGAL NOTES

## Plan limits

The Plan Rules contain certain limits on benefits and contributions (see page 23). You will be advised if any limitation applies in your case.

## HMRC allowances

If the total value of your Plan pension, and benefits from all other pension arrangements, exceeds the Lifetime Allowance (£1,073,100 for 2021/22), you will have to pay tax at 25% on the value of your benefits in excess of the Lifetime Allowance, and pay income tax on the pension in the normal way. Alternatively, if the excess is paid to you as a lump sum, tax is payable at 55% on the value in excess of the Lifetime Allowance.

If the value of the increase in your Plan pension in any year (plus any AVCs and contributions payable under any other pension arrangements) exceeds the Annual Allowance (standard is £40,000 for 2021/22), you will have to pay income tax at your marginal rate on the excess contributions.

## Trustees

The Plan's benefits are paid from a special trust fund, which is built up by investing the Employer's contributions. The Plan's assets are entirely separate from those of the Employer.

The Trustees of the Plan are responsible for its administration and for the investment of the money in the fund. It is their duty to ensure that your interests under the Plan are protected. Details of the Trustees and their advisers are published annually in the Trustees' Annual Report.

The Trustees of the Plan have been nominated and appointed by the Employer and by the Plan members. The Trustee selection procedures will be reviewed on a regular basis and may require to be approved or re-approved by the members of the Plan from time to time.

## Formal trust deed and rules

Your rights to benefit under the Plan arise from the formal Trust Deed and Rules. They are designed to meet the requirements of HMRC and other Government authorities.

This booklet does not provide full details of your benefits under the Plan. If you require further clarification of your benefits you should, in the first instance, contact the BUC Executive Secretary. For fuller details of your benefits under the Plan you may request the BUC Executive Secretary to provide you with, or arrange for you to inspect, a copy of the Trust Deed and Rules.

## Income tax

Your Plan pension will be subject to income tax.

## Inheritance tax

Under present legislation your lump sum death benefit will not normally be subject to Inheritance Tax. To avoid this possible tax liability and the delays, which can occur when payments are made through an estate, the Plan is arranged so that the Trustees have discretion to decide who receives the death benefits.

Normally, the Trustees will follow your wishes so you should let them know what these are and also advise them if you change your mind at any time. Please request an Expression of Wish Form from the BUC Executive Secretary, or write the Trustees a letter.

## Giving up your benefits

Except in the limited circumstances allowed by law and by the formal 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.

## **Divorce**

The Welfare Reform and Pensions Act 1999 has introduced a new method called “pension sharing” of dividing your pension rights in the unfortunate event of a divorce. This legislation offers an alternative approach to the existing ways of dealing with pensions on divorce. The options now available are:

- **Offsetting** – this is where the value of your pension rights is included with the other matrimonial assets (e.g. house, car etc). Your pension itself is not divided but is offset against the other assets in such a way as to achieve the financial settlement required.
- **Earmarking** – part of your pension on retirement is earmarked by a court order to be paid to your former spouse. When your pension eventually comes into payment, that portion of the benefit will be paid directly to your former spouse by the Trustees.
- **Pension Sharing** – the court order will require the Trustees to value your pension rights at the time of divorce, and to split your pension, providing you and your former spouse with a clean break.

When a pension sharing court order is issued, an amount is ‘debited’ from your Plan benefits and an amount which is equivalent in value is ‘credited’ to your former spouse. In these circumstances, your former spouse would then have the option to take their share as a transfer value to another approved pension arrangement. If your former spouse does not choose to transfer out, the Trustees would either retain the benefit in the Plan or set up a separate pension arrangement on their behalf.

The cost of implementing pension sharing and providing any information over and above the required regulations will need to be met by you and your former spouse. In particular the Trustees will impose a charge for dealing with the transfer out.

## **Amendment or discontinuance**

The Church fully intends to keep the Plan in force but reserves the right to amend or discontinue it. If your benefits or rights are affected you will be given written notice. If the Plan is discontinued the Trustees will use the assets of the Plan in the way set out in the Trust Deed and Rules.

# **GENERAL DATA PROTECTION REGULATIONS**

The Trustees and the Employer have both a legal obligation and a legitimate interest to process data relating to you for the purpose of administering and operating the Scheme and paying benefits under it. This may include passing on data about you to the Scheme's actuary, auditor, administrator and such other third parties as may be necessary for the administration and operation of the Scheme.

The Trustees and the Employer from time to time are all regarded as "Data Controllers" (for the purposes of the General Data Protection Regulations) in relation to data processing referred to above and can be contacted at the address on page 2.

(The "Employer" includes the principal employer for the purposes of the Scheme and your employer from time to time).

You can read more about how the Plan processes the data it holds about you in the privacy notice.

# KEEPING IN TOUCH

## **Communication**

While the Trustees, Employer and administrators of the Plan make reasonable efforts to ensure the correctness and currency of personal information; beneficiaries have a responsibility to inform the administrators, through the Employer, of any change in their circumstances.

These changes include change of address, marital status, change of surname or preferred title. To assist with confirmation it is also helpful, time and cost saving to have an e-mail contact (preferably a personal one rather than work related).

The Trustees, in consultation with the administrators, may find it necessary from time to time to appraise you of the consequence of changes in Pension Law as they affect you.

## **Courtesy**

Over time, social conventions adjust. On the one hand there has been a trend toward informality, on the other, people have become more specific in the way they wish to be addressed. Please help us to use the title or personal pronoun of your preference.

## **Awareness**

The Seventh-day Adventist Retirement Plan serves a fairly tightly defined community, where people are often known to each other. As the Plan matures, it is inevitable that office staff and the administrators will be less acquainted with beneficiaries and their service. Your responsiveness to our correspondence will smooth the way to a confident experience.

## **Proof of existence**

It may feel strange, but the Trustees have a duty to verify that beneficiaries are 'alive'. In part, our request for confirmation is to establish this point. While pensions are in payment, pay slips are provided along with a newsletter, those employed will be in contact with their employer, while those with preserved benefit are more tenuous. Those residing outside the United Kingdom need to be particularly diligent in their communication and confirmation.

## **Responsibility to spouses**

It is sometimes the case that spouses and dependant beneficiaries are unaware of the provisions that have been made for their welfare. We recommend that this booklet is shared with them to allay their uncertainty well before experiences of grief arise.

# HELP AND ADVICE

## Queries and Problems

The Trustees aim to ensure the Plan is administered and managed to high standards but there may be times when you are unhappy about something concerning your benefits or another matter relating to your membership of the Plan.

Although the Trustees have set procedures for resolving complaints and disputes about matters relating to the Plan (i.e. the internal dispute resolution procedures described below), any query or problem should initially be referred to the BUC Executive Secretary, British Union Conference of Seventh-day Adventists, Stanborough Park, Watford, Hertfordshire WD25 9JZ. Most queries and problems stem from a misunderstanding of information and normally can be quickly and informally sorted out without the need for the formal procedures to come into play.

If, after referring your query or problem to the BUC Executive Secretary, you are still unhappy about the matter, you may then wish to consider making a formal complaint through the internal dispute resolution procedures.

## MoneyHelper

If you need information and guidance concerning your pension arrangements you can contact MoneyHelper at:

- **Website:** [www.moneyhelper.org.uk/en/pensions-and-retirement](http://www.moneyhelper.org.uk/en/pensions-and-retirement)
- **E-mail:** [pensions.enquiries@moneyhelper.org.uk](mailto:pensions.enquiries@moneyhelper.org.uk)
- **Telephone:** 0800 011 3797
- **Address:** 120 Holborn, London EC1N 2TD

## Advice

You should note that independent financial advice is available to you should you wish advice on matters such as:

- (i) the level and adequacy of the benefits that the Plan provides you;
- (ii) what you should do with any benefits you might have accrued under a previous pension scheme, or personal pension scheme.

If, you are interested in obtaining such advice you should contact the BUC Executive Secretary in the first instance.

## Internal dispute resolution procedures

If you have a complaint or dispute about any matter relating to the Plan, there are set procedures for resolving it. Full details of the procedures can be obtained from the BUC Executive Secretary.

The internal dispute resolution procedures consist of two stages. Under the first stage, your complaint or dispute is fully considered and a decision made by BUC Executive Secretary, British Union Conference of Seventh-day Adventists, Stanborough Park, Watford, Hertfordshire WD25 9JZ a person specially appointed by the Trustees. The second stage is an appeal procedure under which, if you are not satisfied with the first stage decision, you can apply directly to the Trustees to reconsider the decision. A decision under either stage must normally be made within two months.

Complaints and appeals must be made in an appropriate manner. Special application forms are available for these purposes. If you are unable to make the complaint or appeal yourself, or if you prefer, you can nominate someone as your representative to make it for you.

The internal dispute resolution procedures only apply to matters concerning the Plan and which affect members and prospective members and others who have, or who claim to have, a beneficial interest in the Plan or who ceased to be within any of the 'complainant' categories in the six months before making a complaint.

The procedures do not apply to complaints and disputes between employees and the Employer or between the Employer and the Trustees. Nor do they apply to complaints or disputes where court proceedings have started or which are being investigated by the Pensions Ombudsman (see below).

## **Pensions Ombudsman**

If you have not managed to resolve your query or complaint using the dispute resolution procedure you can contact The Pensions Ombudsman at:

- **Website:** [www.pensions-ombudsman.org.uk](http://www.pensions-ombudsman.org.uk)
- **E-mail:** [enquiries@pensions-ombudsman.org.uk](mailto:enquiries@pensions-ombudsman.org.uk)
- **Telephone:** 0800 917 4487
- **Address:** 10 South Colonnade, Canary Wharf E14 4PU

## **The Pensions Regulator**

The Pensions Regulator is a regulatory body which oversees the running of occupational pension schemes. The Pensions Regulator is able to intervene in the running of pension schemes if trustees, employers or professional advisers fail in their duties.

If you have concerns about how the Plan is being run you can contact the Pensions Regulator at:

- **Website:** [www.thepensionsregulator.gov.uk](http://www.thepensionsregulator.gov.uk)
- **E-mail:** [wb@tpr.gov.uk](mailto:wb@tpr.gov.uk)
- **Telephone:** 0345 600 7060
- **Address:** The Information Team, The Pensions Regulator, Napier House, Trafalgar Place, Brighton, East Sussex BN1 4DW.

## **The Pension Service**

The Pension Service can provide you with details of your state pension entitlement (including a state pension forecast), and details of other state benefits. The Pension Service also provides general information on private pension provision.

The Pension Service has access to the centralised database of occupational and personal pension schemes and provides a **Pension Tracing Service** that can help individuals trace schemes run by former employers. This service may be of use to you if you need to get in touch with the trustees of a previous employer's pension scheme but have mislaid their address.

The address of the Pension Service is The Pension Service, Post Handling Site A, Wolverhampton WV98 1AF. Further information is available at [www.thepensionservice.gov.uk](http://www.thepensionservice.gov.uk).

# PLAN LIMITS

## **Earnings limit**

There is an upper limit on the amount of earnings to be used for calculating benefits. This limit increases each year in line with prices. For the tax year beginning 6 April 2021 the earnings limit is £159,000 a year. You will be notified if your contributions or benefits are affected.

## **Pension**

The maximum pension is two-thirds of your earnings near retirement or two-thirds of the earnings limit, whichever is less, provided you complete 20 years' service or more.