



Member's Booklet 2000 Section

December 2015 edition

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Introduction

The Selex Pension Scheme (the "Scheme") is a registered pension scheme set up under trust and administered by SELEX Pension Scheme (Trustee) Limited (the "Trustee") according to the rules of the Scheme. (For more information about how the Scheme works, see page 29 onwards (General information about the Scheme).)

The *Scheme* provides valuable benefits for you and for your dependants. The benefits you are entitled to are described in detail in the rules of the *Scheme*. This booklet has been designed to explain the main details of the benefits provided to members of the 2000 Section of the *Scheme*.

If you are uncertain about what section of the *Scheme* you are a member of or if you require more information about your pension, please contact the Pension Administrator.

You should note that this booklet is intended as a guide and is not a legal document. Your entitlement under the *Scheme* is set out in the rules, the current law and Revenue practice. If there is any conflict between the booklet and the rules of the *Scheme*, the rules will prevail. You should also note that the rules, the law and Revenue practice can be changed at any time.

Words in this booklet which are written in italics are defined on page 33.

Actions you should take now: There are a number of actions you should consider taking regularly:

- Keep the Pension Administrator updated of any change in your personal circumstances e.g. change of address, getting married or divorced etc.
- Do you want to pay voluntary contributions? (see page 8 for further information)
- Do you need to update your expression of wish form? (see page 23 for further information)
- Do you need to nominate a Specified Dependant? (see page 24 for further information)

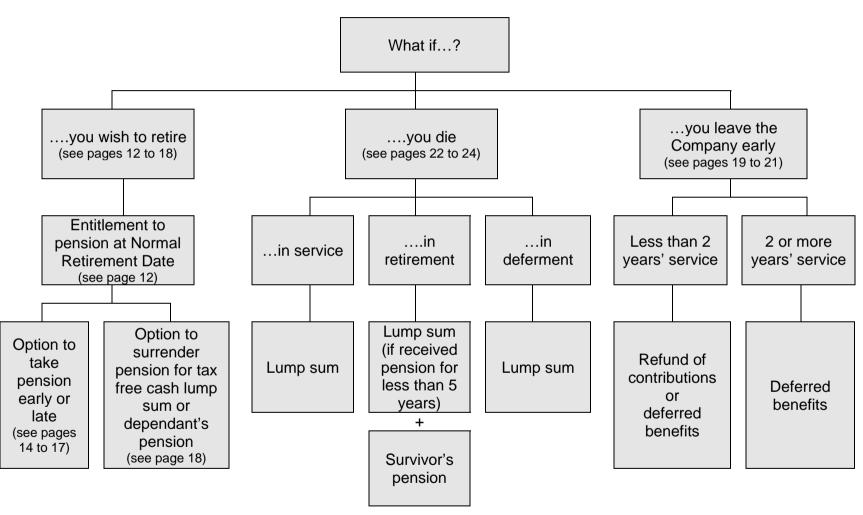
Please note: This booklet describes the benefits paid by the *Scheme* (i.e. Selex Pension Scheme) only, except where stated otherwise. Your entitlement from your BAE Systems pension is set out in the rules of the appropriate BAE Systems scheme.

The contact details for the Pension Administrator are

Selex Pension Scheme Aon Hewitt PO Box 196 Huddersfield, HD8 1EG Tel: 0345 603 5660

Email: <u>selex.pensions@aonhewitt.com</u>

Summary of benefits



Joining the 2000 Section

Eligibility

You were eligible to join the 2000 Section of the Scheme on 30 April 2005 if:

- you were an active member of the BAE Systems Scheme as at 29 April 2005; and
- you joined the Scheme on 30 April 2005.

Opting-out

Remaining in the *Scheme* is not compulsory. You may choose to opt-out of the *Scheme* by completing an Opt-Out form, available from the Pension Administrator.

You will be required to give two months' written notice of your intention to leave the *Scheme*. At the end of the pay period in which your notice expires you will be treated under the *Scheme* as if you had left service.

Please note, by opting-out:

- You will lose the benefit of the *Company*'s contributions towards the cost of future pension provision.
- You will lose the protection provided by the *Scheme* to you and your family in the event of your death in service.
- You will lose some of the protection provided by the *Scheme* to you and your family in the event of your early retirement from the *Company* on account of ill health.
- You will no longer build up a pension in the Scheme and your entitlements under the Scheme will be based on your Final Pensionable Earnings and completed Pensionable Service at your date of opting-out.

Rejoining the Scheme after opting-out

As the *Scheme* is closed to new members, a Member who elects to opt-out of the *Scheme* will not be eligible to rejoin at a later date.

You may be eligible to join FuturePlanner (which is the Company's defined contribution scheme) at a later date and certain restrictions and conditions may be imposed. The trustees may require you to provide evidence of your health in connection with joining FuturePlanner and, if appropriate, restrict the terms of your membership. If you are a member admitted on restricted terms, you will be notified on joining.

Contributions

Member contributions

Currently you must pay 7.5% of your *Pensionable Earnings* whilst you are in *Pensionable Service*.

Your contributions are deducted from your pay before tax is calculated. Therefore you automatically receive income tax relief at your highest rate.

You will stop making contributions when you leave *Pensionable Service* or die, whichever occurs first.

For information about paying contributions when you are temporarily absent from work, see page 25.

Employer contributions

The rate of your employer's contribution is determined by the *Trustee* and the *Company* with advice from the *Scheme* actuary, who carries out regular reviews of the financial position of the *Scheme*.

Voluntary contributions

You may increase your benefits by paying voluntary contributions.

Voluntary contributions qualify for income tax relief at your highest rate, in the same way as your normal member contributions. Please see the box on page 9 for information on contribution limits.

As a member of the 2000 Section, you may pay voluntary contributions to the Selected Benefits Scheme (SBS) or Additional Voluntary Contributions (AVCs) to an AVC fund with Old Mutual Wealth (previously known as Skandia). You are unable to join SBS and start paying contributions towards retirement benefits unless you were making regular monthly contributions on 1 December 2009, and have not subsequently ceased to make regular monthly contributions. Members are able to contribute to the Additional Voluntary Contributions arrangement with Old Mutual Wealth as an alternative to SBS. **Members are not allowed to contribute to both AVCs and SBS for retirement benefits.** Members can contribute to both AVCs and SBS for death benefits. Please see the AVC Guide and SBS Guide for further details.

SBS allows you to pay voluntary contributions to secure (1) extra retirement benefits or (2) additional death in service benefits. If you choose to secure extra retirement benefits, your voluntary contributions are invested with the assets of the *Scheme* and your entitlement to additional benefits will be calculated using the amount of contributions you make, the rate of Credited Interest and the factors used to convert this amount to pension with an insurance provider of your choice at the date of your retirement.

AVCs allow you to pay voluntary contributions to secure extra retirement benefits on a money purchase basis. Your voluntary contributions are invested with Old Mutual Wealth in investment funds of your choosing and your entitlement to additional benefits will be calculated by using the value of your account with Old Mutual Wealth and the factors used to convert this amount to pension with an insurance provider of your choice at the date of your retirement.

If you would like to know more about paying voluntary contributions you can download the AVC Guide, SBS Guide and the appropriate forms from the *Scheme* website, www.selexpensions.co.uk.

The *Scheme* rules provide that, in any tax year, your core member contributions to the *Scheme* and voluntary contributions to SBS for retirement benefits cannot exceed 15% of your gross taxable earnings (or if the Earnings Cap applies to you, 15% of the Earnings Cap if lower).

Voluntary contributions to SBS for death benefits are not included in the above limit. Your contributions to SBS for death benefits cannot exceed 100% of your UK taxable earnings, including your core member contributions and any voluntary contributions (either to SBS for retirement benefits or Additional Voluntary Contributions).

The *Scheme* rules provide that, in any tax year, your voluntary contributions to AVCs cannot exceed 100% of your UK taxable earnings, including your core member contributions.

It is your responsibility to ensure that you do not exceed the 100% limit as the Pension Administrator will not have all the necessary information to monitor this.

You may incur a tax liability if your pension benefits increase by more than £50,000 in one tax year (reducing to £40,000 from the 2014/15 tax year). The value of any increase in your Selex pension over the year is taken into account. For more information please see page 28 (Annual Allowance) and read the "Pension Tax Changes" document available from the Scheme website at http://www.selexpensions.co.uk/51/69/pension-tax-changes.

Payment through SMART pensions

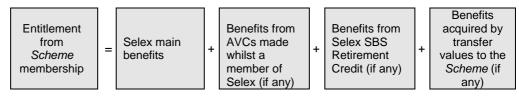
An option exists to pay contributions (member and voluntary) through a salary sacrifice arrangement. This option is known as SMART pensions, which stands for "save money and reduce tax". It is a method of paying contributions that is used by many organisations to deliver savings to their employees and the business.

More information about SMART pensions is available in the Selex Pension Scheme – SMART Guide and on the website, www.selexpensions.co.uk.

Your entitlement from the Scheme and the link with the BAE Systems Scheme

Your entitlement from membership of the Scheme

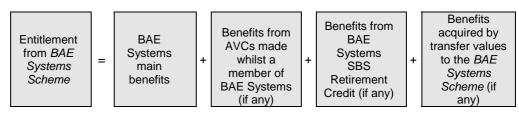
Your entitlement to benefits from membership of the Scheme consists of



This booklet describes Selex main benefits only. For further details about AVCs which are invested with Old Mutual Wealth and SBS, please read the Selex Pension Scheme – AVC Guide and the Selex Pension Scheme – SBS Guide.

Your entitlement from the BAE Systems Scheme

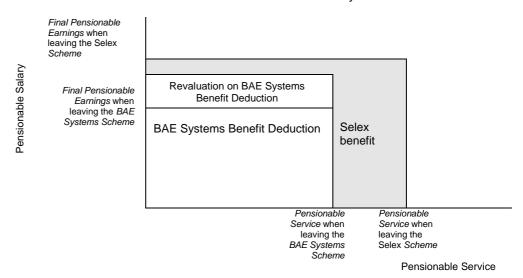
Your entitlement to benefits from the BAE Systems Scheme will consist of



The BAE Systems Scheme is a separate arrangement – please contact the BAE Systems Pensions Service centre for further information.

Calculating your Selex main benefits and the link with the BAE Systems Scheme If you were a member of the *BAE Systems Scheme* up to 29 April 2005 and you became a member of the *Scheme* on 30 April 2005, the amount of your main benefit entitlement from the *Scheme* is linked to your entitlement from the *BAE Systems Scheme*.

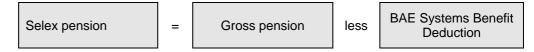
Your main benefit entitlement from the Scheme can broadly be illustrated as follows:



Please note if the increase in your Selex benefit due to additional service accrued and increases to your Final Pensionable Earnings is not more than the revaluation on your BAE Systems Benefit Deduction, you will not receive a top up to your BAE benefit and your Selex

benefit may decrease.

Alternatively your entitlement from the Scheme can be described as:



Where:

- your gross pension is calculated using your total pensionable service in the Scheme and the BAE Systems Scheme and salary information at the date of leaving the Scheme; and
- your BAE Systems Benefit Deduction is calculated using your pensionable service in the BAE Systems Scheme only and salary information up to 29 April 2005 (which is subject to revaluation).

The amount of the BAE Systems Benefit Deduction will be calculated using the rules of the *BAE Systems Scheme* effective as at 29 April 2005. Therefore the BAE Systems Benefit Deduction will not be affected by:

- any change to the rules of the BAE Systems Scheme after 29 April 2005; nor
- if you transfer your benefits out of the *BAE Systems Scheme* or take your benefits from the *BAE Systems Scheme* at a different time to the benefit from the *Scheme*.

It is possible that a small number of members may not be entitled to any benefit from the *Scheme*. This can occur, for example, where the member is subject to *Scheme* limits or where the BAE Systems Benefit Deduction is bigger than the gross pension (which can occur if the member's Final Pensionable Earnings has not increased in line with inflation since leaving the *BAE Systems Scheme* in 2005).

The Scheme and BAE Systems Scheme are separate arrangements

You should note that the *Scheme* and the *BAE Systems Scheme* are separate pension arrangements. Therefore,

- you will receive a pension from two pension arrangements: the Scheme and the BAE Systems Scheme;
- you must apply to each scheme if you wish to draw your pension;
- the Scheme cannot affect your entitlement from the BAE Systems Scheme; and
- any AVCs, SBS Retirement Credit and transfers made to the *BAE Systems Scheme* are paid from the *BAE Systems Scheme*.

Amount payable from BAE Systems Scheme

The amount of pension payable from the *BAE Systems Scheme* will be calculated in accordance with the rules of the *BAE Systems Scheme*. It will often be equal in amount to the BAE Systems Benefit Deduction but not necessarily so, especially if you draw your pension from the *BAE Systems Scheme* at a different time or transfer your entitlement out of the *BAE Systems Scheme*.

Normal retirement

To ensure that you get the best value for money, your pension will be calculated as the highest amount produced using three different methods, known as Basis 1, Basis 2 and Basis 3.

Amount of pension payable from the Scheme

If you stay in *Pensionable Service* until your *Normal Retirement Date* (age 65) your Selex pension will be calculated as follows:

Selex pension = Gross pension less BAE Systems Benefit Deduction

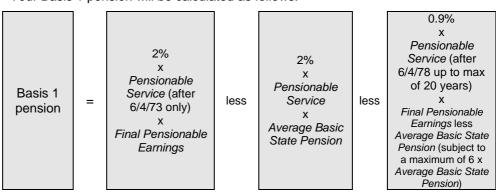
For further detail about why your pension is calculated in this way, see page 9.

Calculating your gross pension

Your gross pension (which is calculated by using data from your membership of both the *BAE Systems Scheme* and the *Scheme*) will be calculated as an amount equal to the greater of:

Gross
pension = Basis 1 OR Basis 2 OR Basis 3

Basis 1 Your Basis 1 pension will be calculated as follows:



Basis 2 Your Basis 2 pension will be calculated as follows:

Basis 3 Your Basis 3 pension will be calculated as follows:

Please note that *Basic Contributions* are calculated for both schemes as if you made member contributions at a rate of 3% of *Pensionable Earnings*.

Calculating your BAE Systems Benefit Deduction

Broadly, your BAE Systems Benefit Deduction is calculated using the same method as set out above but using:

- your pensionable service in the BAE Systems Scheme only;
- salary information up to 29 April 2005; and
- contributions to the BAE Systems Scheme only.

For example:

- Your Basis 1 pension calculation will use:
 - your Pensionable Service up to 29 April 2005; and
 - your Final Pensionable Earnings as at 29 April 2005;
 - the Average Basic State Pension as at 29 April 2005.

Your Basis 1 pension would then be *revalued* to take account of the period between 29 April 2005 and the date you draw your Selex benefit.

- Your Basis 2 pension calculation will use your Basic Contributions to the BAE Systems Scheme only.
- Your Basis 3 pension calculation will use your Basic Contributions to the BAE Systems Scheme only. BAE Systems Credited Interest will be applied to take account of the period between leaving the BAE Systems Scheme and drawing your Selex benefit.

Limits on benefits

You should be aware that your *Scheme* pension could be restricted to comply with limits set out in the rules of the *Scheme*. Further details are set out on page 27.

Please note that you may not draw your *Scheme* benefits unless you leave *Service*, i.e. you are no longer employed by the *Company*.

Choices at retirement

Lump sum

You may be able to exchange part of your pension for a tax free cash sum. Further details are contained on page 18.

Dependant's pension

You may have the opportunity to exchange part of your pension for a dependant's pension. Further details are contained on page 18.

BAE Systems benefits

The amount of pension payable from the *BAE Systems Scheme* will be calculated in accordance with the rules of the *BAE Systems Scheme*. As noted on page 11, it will often be equal in amount to the BAE Systems Benefit Deduction but not necessarily so, especially if you draw your pension from the *BAE Systems Scheme* at a different time or transfer your entitlement out of the *BAE Systems Scheme*.

If you would like to take your pension from the *BAE Systems Scheme* at the same time as you take benefits from the *Scheme*, you must notify the BAE Systems Pensions Service Centre as well as the Selex Pension Administrator.

Late retirement

Introduction

If you stay in *Service* after your *Normal Retirement Date* (age 65), you will continue to pay contributions to the *Scheme* (unless you opt out (see below)). Please ensure you read the 'Working past 65 Guide' on the Scheme Website before deciding whether to opt out as there are important considerations which may impact your pension.

In order to remain covered for death in service benefits after you reach age 65, the group life provider may request that you complete a declaration of health form. Please contact the Pension Administrator if you would like further information.

Calculating your pension

Broadly, your pension will be calculated in the same way as for normal retirement (as described on page 12) based on your *Final Pensionable Earnings* and your *Pensionable Service* completed at your date of leaving *Pensionable Service*.

Limits on benefits

You should be aware that your *Scheme* pension could be restricted to comply with limits set out in the rules of the *Scheme*. Further details are set out on page 27.

Please note that you may not draw your *Scheme* benefits unless you leave *Service*, i.e. you are no longer employed by the *Company*.

Choices at retirement

Lump sum

You may be able to exchange part of your pension for a tax free cash sum. Further details are contained on page 18.

Dependant's pension

You may have the opportunity to exchange part of your pension for a dependant's pension. Further details are contained on page 18.

Opting out

If you do not wish to continue paying contributions and accruing benefits after your *Normal Retirement Date*, you may elect to opt out of the *Scheme*. If you opt out:

- you will cease to pay contributions to the Scheme;
- your pension will be calculated as if you were a deferred member based on your *Final Pensionable Earnings* and your *Pensionable Service* completed at the date you opt out of the *Scheme* (see page 19); and
- you will no longer be eligible for death in service lump sum cover.

Reaching age 75

If you stay in *Service* after age 75 you will be treated for all purposes of the *Scheme* as having left *Service* at age 75.

BAE Systems benefits

The amount of pension payable from the *BAE Systems Scheme* will be calculated in accordance with the rules of the *BAE Systems Scheme*.

If you would like to take your pension from the *BAE Systems Scheme* at the same time as you take benefits from the *Scheme*, you must notify the BAE Systems Pensions Service Centre as well as the Selex Pension Administrator.

Early retirement

Introduction

You may retire early (i.e. before your *Normal Retirement Date* (age 65)) and take an immediate pension at any time after the age of 55 <u>if the *Trustee* or the *Company* consent.</u>

Neither *Trustee* nor *Company* consent is needed if you cease to be in *Service* at the request of the *Company*.

Calculating your pension

If:

- you elect to take your pension before your Normal Retirement Date; and
- the Trustee or the Company consent to you taking your pension early (if required),

your pension will be broadly calculated as follows:

- calculated in the same way as for normal retirement (as described on page 12) based on your *Final Pensionable Earnings* and your *Pensionable Service* completed at your early retirement date; then
- there will be a reduction at a rate determined by the *Trustee* (and agreed by the *Company*) for the period that your pension is taken early. This is to take into account the extra years over which your pension will be paid.

Limits on benefits

You should be aware that your *Scheme* pension could be restricted to comply with limits set out in the rules of the *Scheme*. Further details are set out on page 27.

Please note that you may not draw your *Scheme* benefits unless you leave *Service*, i.e. you are no longer employed by the *Company*.

Choices at retirement

Lump sum

You may be able to exchange part of your pension for a tax free cash sum. Further details are contained on page 18.

Dependant's pension

You may have the opportunity to exchange part of your pension for a dependant's pension. Further details are contained on page 18.

Stepped pension

If you retire before *State Pension Age* (except with an ill health pension), you can choose to take the stepped pension option if the *Trustee* allows.

You will receive an increased level of pension up to *State Pension Age* and a reduced level afterwards. This enables you to even out fluctuations in your income after retirement.

BAE Systems benefits

The amount of pension payable from the *BAE Systems Scheme* will be calculated in accordance with the rules of the *BAE Systems Scheme*.

If you would like to take your pension from the *BAE Systems Scheme* at the same time as you take benefits from the *Scheme*, you must notify the BAE Systems Pensions Service Centre as well as the Selex Pension Administrator.

III Health retirement

Introduction

If you cannot work because of ill health, you may retire at any age with an immediate pension, subject to certain conditions.

Eligibility

In order to be eligible for an ill health pension you must:

- apply to the *Trustee*;
- obtain the consent of the Employer and the Trustee; and
- the Trustee and the Employer must be satisfied that you fulfil the definition of III Health.

Meaning of III Health

Ill Health means permanent physical or mental deterioration in health to a degree which, in the opinion of the Employer and the *Trustee*, according to the evidence of a registered medical practitioner, prevents you from following your normal employment and seriously impairs your earning capacity for the foreseeable future. You must have in fact ceased to carry on your occupation.

The *Trustee* will ask the *Scheme*'s medical adviser to carry out a report for the Employer and the *Trustee*. You will be asked to complete a form authorising the release of your medical records to support this.

Calculating your III Health pension

If you are eligible for an III Health pension, your Selex pension will be calculated as follows:

Greater of

Basis 1: calculated as set out on page 12 but assuming you remained in *Pensionable Service* until age 65 (calculated using your *Pensionable Earnings* and the level of *Average Basic State Pension* at your actual retirement date)

Basis 2: as set out on page 12

Basis 3: as set out on page 12

less

your BAE Systems Benefit Deduction (calculated as set out on page 13)

Limits on benefits

You should be aware that your *Scheme* pension could be restricted to comply with limits set out in the rules of the *Scheme*. Further details are set out on page 27.

Please note that you may not draw your *Scheme* benefits unless you leave *Service*, i.e. you are no longer employed by the *Company*.

Suspension or termination of pension

The *Trustee* may periodically require evidence of your continued III Health. The *Trustee* has the power to reduce, suspend or terminate your pension if, in its opinion, this is justified by a subsequent change in your circumstances.

Choices at retirement

Lump sum

You may be able to exchange part of your pension for a tax free cash sum. Further details are contained on page 18.

Dependant's pension

You may have the opportunity to exchange part of your pension for a dependant's pension. Further details are contained on page 18.

BAE Systems benefits

If you would like to take your entitlement from the *BAE Systems Scheme*, you will need to apply for an ill health pension to the BAE Systems trustees. The eligibility criteria and pension entitlement are set out in the rules of the *BAE Systems Scheme*.

Please note that there is no guarantee that both the *Trustee* and the BAE Systems trustees will come to the same decision regarding whether you are eligible for an ill health pension as the rules of the schemes and their requirements do contain differences.

Other information about pensions

Tax free cash lump sum

You may exchange part of your pension when it is due to start for a tax free cash lump sum. The maximum cash sum you may take within HM Revenue & Customs (HMRC) limits is broadly 25% of the value of your Selex pension including your AVC and SBS funds (if any).

Subject to HMRC limits, you can take the whole of your SBS fund and AVC fund as cash, up to a combined maximum of £50,000 (or 25% of the value of your SBS and AVC funds if this would exceed £50,000).

Unless you elect otherwise, the *Trustee* will pay your SBS benefits to you as a tax free cash lump sum first, followed by any AVC fund (in so far as Scheme and HMRC limits allow) before converting any part of your main pension to a lump sum. The amount of main pension that you will need to give up for cash is determined by the *Trustee* having taken actuarial advice.

Dependant's pension

With the consent of the *Trustee*, you may request that you be allowed to surrender part of your pension (before it starts) to provide a pension for one or more named dependants on your death.

The amount of annual pension that you will need to give up for a dependant's pension will be determined by the *Trustee* having taken actuarial advice.

If your dependant dies before you, no dependant's pension will be payable and your pension will not be increased.

If you would like more information about giving up pension to provide a dependant's pension, please contact the Pension Administrator. Please note that you will need to notify the *Trustee* of your decision at least two months' before your pension is due to start.

Pension increases

Your pension will increase on 1 May each year (or on such other date as may be decided by the *Trustee*).

Broadly increases will be in line with:

- for pension accrued before 6 April 2006, the increase in the retail prices index, subject to a maximum increase of 5% in any year; and
- for pension accrued on or after 6 April 2006, the increase in the retail prices index, subject to a maximum increase of 2.5% in any year.

Proportionate increases are given in the first year of retirement, relative to the number of complete months you received your pension.

Pension increases will apply to your main pension and any pension acquired from transfers-in. If you use your SBS or AVC fund to purchase a pension with a pension provider, different increases will apply depending on whether you choose an increasing or a non-increasing pension.

You will be advised in writing of how your pension increases have been calculated each year.

Payment of pension

Your monthly pension from the *Scheme* will be paid to you in advance, on the first working day of each calendar month. Pensions are paid by credit transfers to your bank or building society account.

Pension payments are subject to tax under the PAYE system.

Leaving the Scheme and deferred benefits

Leaving the Scheme

Leaving the Scheme You will cease to be an active member of the *Scheme* if:

- you cease to be in relevant employment with the Company before you retire: or
- you choose to opt out of the Scheme whilst still an employee of the Company (see page 26).

Options available to members

The options available to you are dependent upon your Qualifying Service within the Scheme and BAE Systems Scheme.

Less than 2 years' Qualifying Service

Refund of contributions OR Deferred benefits OR Transfer out

More than 2 years' Qualifying Service

Deferred benefits OR Transfer out

Deferred benefits

Certificate of Deferred Benefits

When you leave the Scheme, you will be given a Certificate of Deferred Benefits and it is important that you keep this safe. It is also very important that you keep the Pension Administrator informed of any change of address to ensure that you can be traced when your benefits become due.

Entitlement at Normal Retirement Date

Your pension from the Scheme will be calculated at your date of leaving broadly in the same way as your pension at normal retirement (see page 12), by reference to your Pensionable Service and Final Pensionable Earnings at the date of leaving.

Your gross pension and BAE Systems Benefit Deduction will be increased until your Normal Retirement Date (or the date your pension begins, if earlier) as follows:

- your Basis 1 pension will be increased at a rate equal to:
 - for pension accrued before 6 April 2009, the increase in the consumer prices index, subject to a maximum of 5% per year compound over the period of deferment; and
 - for pension accrued on or after 6 April 2009, the increase in the consumer prices index, subject to a maximum of 2.5% per year compound over the period of deferment.

If greater, your Basis 1 pension will increase broadly in line with the pension increase provisions set out on page 18; and

your Basis 3 pension will continue to accumulate credited interest.

At your Normal Retirement Date, the pension payable from the Scheme will calculated as follows:

less

Gross pension

Basis 1 (increased as set out above) OR

Basis 2 OR

Basis 3 (increased as set out above using Selex Credited Interest and BAE Systems Credited Interest)

BAE Systems Benefit Deduction

Basis 1 (increased as set out above)
OR

Basis 2 OR

Basis 3 (increased as set out above using BAE Systems Credited Interest)

Limits on benefits

You should be aware that your *Scheme* pension could be restricted to comply with limits set out in the rules of the *Scheme*. Further details are set out on page 27.

Please note that you may not draw your *Scheme* benefits unless you leave *Service*, i.e. you are no longer employed by the *Company*.

Choices at retirement

Tax free cash sum

You may be able to exchange part of your pension for a tax free cash sum. Further details are contained on page 18.

Dependant's pension

You may have the opportunity to exchange part of your pension for a dependant's pension. Further details are contained on page 18.

Stepped pension

If you retire before *State Pension Age* (except with an ill health pension), you can choose to take the stepped pension option if the *Trustee* allows.

You will receive an increased level of pension up to *State Pension Age* and a reduced level afterwards. This enables you to even out fluctuations in your income after retirement.

Late retirement

You may retire late (i.e. after your *Normal Retirement Date* (age 65)) but no later than five years after *Normal Retirement Date* if the *Trustee* or the *Company* consent. (Neither *Trustee* nor *Company* consent is needed if you ceased to be in *Service* at the request the *Company*.)

Your pension will be increased at a rate determined by the *Trustee* (and agreed by the *Company*) to take into account the late payment.

Early retirement

You may retire early (i.e. before your *Normal Retirement Date* (age 65)) and take an immediate pension at any time after the age of 55 <u>if the *Trustee* or the *Company* consent</u>. (Neither *Trustee* nor *Company* consent is needed if you ceased to be in *Service* at the request the *Company*.)

Your pension will be reduced at a rate determined by the *Trustee* (and agreed by the *Company*) for the period that your pension is taken early. This is to take into account the extra years over which your pension will be paid.

III health retirement

If you cannot work because of ill health, you may retire at any age with an immediate pension, subject to certain conditions.

In order to be eligible for an ill health pension the *Trustee* must be satisfied that you had to retire from gainful employment on grounds of such serious ill-health that you are unlikely to ever again be capable of carrying out the duties that you carried out in your last employment with the *Company*.

The *Trustee* will ask the *Scheme*'s medical adviser to carry out a report for the *Trustee*. You will be asked to complete a form authorising the release of your medical records to support this. The *Trustee*'s decision regarding whether you fulfil the eligibility criteria is final.

If the Trustee is satisfied that you fulfil the ill health criteria, your pension will not be reduced to take account of the fact that it is being paid early.

BAE Systems benefits

The amount of pension payable from the *BAE Systems Scheme* will be calculated in accordance with the rules of the *BAE Systems Scheme*.

If you would like to take your pension from the *BAE Systems Scheme* at the same time as you take benefits from the *Scheme*, you must notify the BAE Systems Pensions Service Centre as well as the Selex Pension Administrator.

Other options for deferred members

Refund of contributions

If you have less than two years' *Qualifying Service* you may choose <u>within 90 days</u> of <u>leaving Service</u> to receive a refund of your *Member Contributions* to the *Scheme*, instead of a preserved pension or transferring out your entitlement.

Your refund will consist of your *Member Contributions* plus *Selex Credited Interest* less tax.

This option is not available if a transfer payment in respect of your rights under a personal pension arrangement has been made to the *Scheme*.

Transfer out

As an alternative to leaving your deferred benefits in the *Scheme*, you may choose to take a transfer payment to a registered pension arrangement, such as your new employer's pension scheme or a personal pension arrangement.

You can choose this option at any time up to a year before your *Normal Retirement Date* provided you have not started to receive your benefits from the *Scheme*.

The transfer payment will be the cash equivalent transfer value (CETV) of your benefits. You may request that the *Trustee* provides you with a statement of entitlement to your CETV at any time between leaving *Service* and one year before your *Normal Retirement Date*. If you would like to request a statement of entitlement, you should contact the Pension Administrator for more details.

The *Trustee*'s liability to pay a deferred pension ceases upon payment of the transfer value to your new pension arrangement and you will cease to have any entitlement under the *Scheme*.

Death benefits

How much is payable on my death?

The amount of the death benefits that are paid depends upon your circumstances at the date of your death.

...in Pensionable Service

If you die while you are in *Pensionable Service*, the <u>total</u> benefits from the *Scheme* <u>and</u> the *BAE Systems Scheme* paid on your death will be:

Lump sum equal to 2 x Pensionable Earnings Lump sum equal to
½ x
Pensionable
Earnings for each
Qualifying
Dependant (up to a
maximum of 4)

Lump sum equal to Member Contributions to the Scheme with Selex Credited Interest Lump sum equal to Member Contributions to the BAE Systems Scheme with BAE Systems Credited Interest

The rules of the *Scheme* provide that the *BAE Systems Scheme* must pay an amount equal to 1½ x your *Member Contributions* to the *BAE Systems Scheme* plus *BAE Systems Credited Interest*.

The *Scheme* is only required to pay the remainder of your entitlement, the amount of which is set out in the *Scheme* rules.

...in retirement

If you die while you are receiving a pension from the *Scheme*, the benefits from the *Scheme* paid on your death will be:

Survivor's pension, broadly equal to 50% of your Selex pension at the date of your death (see page 24) (ignoring any reduction to take account of the fact that you chose to exchange part of your pension for a cash sum or dependant's pension or the effect of choosing a stepped pension)

Five year payment guarantee
If you die within five years of starting to
draw your pension, a lump sum equal to
the unpaid balance of five years'
pension payments from the Scheme (at
the rate applicable at the date of death,
disregarding future increases).

You are entitled to receive similar benefits from the *BAE Systems Scheme* i.e. a survivor's pension of 50% of your BAE Systems pension and a five year payment quarantee.

...in deferment (under age 65)

If you die after leaving the Scheme and:

- you are entitled to deferred benefits (see page 19); and
- you are under age 65 at the date of your death, your benefits from the *Scheme* paid on your death will be:

Lump sum equal to
1½ x your Member Contributions to the Scheme
plus Selex Credited Interest

You are entitled to receive similar benefits from the *BAE Systems Scheme* i.e. a lump sum equal to 1½ x your *Member Contributions* to the *BAE Systems Scheme* plus *BAE Systems Credited Interest*.

...in deferment (over age 65)

If you die after leaving Service and:

- you are entitled to deferred benefits (see page 19); and
- you are age 65 or over at the date of your death,

your benefits from the Scheme paid on your death will be:

Survivor's pension, broadly equal to 50% of the Selex pension you would have received if you had retired immediately before your death (see page 24) Five year payment guarantee
A lump sum equal to five years' pension payments from the Scheme if you had retired immediately before your death and taken the maximum amount as a cash lump sum (disregarding increases).

Lump sum equal to the maximum tax free cash lump sum you could have taken if you had retired immediately before your death.

You are entitled to receive similar benefits from the *BAE Systems Scheme* i.e. survivor's pension, five year payment guarantee and lump sum based on your BAE Systems pension.

Limits on benefits

You should be aware that your *Scheme* pension could be restricted to comply with limits set out in the rules of the *Scheme*. Further details are set out on page 27.

Who is the lump sum death benefit payable to?

The lump sum death benefit will be paid to, or for the benefit of, your beneficiaries or to your legal personal representative, at the *Trustee's* discretion. Your beneficiaries include your relatives, dependants, and any person you nominate in writing to the *Trustee*.

Paying benefits at the discretion of the *Trustee* generally enables payment to be made quickly and normally without liability to inheritance tax.

You can help the *Trustee* decide who to pay the lump sum benefits to by completing an Expression of Wish form and returning it to the Pension Administrator. The *Trustee* will consider your wishes but is not legally bound by them. Only forms returned to the Pension Administrator can be considered by the *Trustee*.

Expression of Wish forms can be obtained from the *Scheme* website, www.selexpensions.co.uk or the Pension Administrator.

Expression of Wish forms completed when you were a member of the *BAE Systems Scheme* may not be considered by the *Trustee*. Therefore you must complete an Expression of Wish form for the *Scheme*.

You should complete a new Expression of Wish form if your wishes or circumstances change. You may also wish to complete a new BAE Systems Expression of Wish form for the trustee of the *BAE Systems Scheme* as the trustees cannot share information contained on your Expression of Wish form.

Survivor's pension

If a member dies in deferment after reaching age 65 or after starting to receive a pension from the *Scheme*, a survivor's pension will be payable for life (unless the *Trustee* notifies you in writing to the contrary) to (1) your spouse or (2) your *Specified Dependant*(s).

The entitlement to the survivor's pension will commence on the first day of the month following the date of your death.

Pension to spouse

A pension will be paid to your spouse which is equal to one half of the pension payable to you at the date of your death.

The *Trustee* may treat a person (of the opposite sex or same sex) with whom you are living as husband and wife as your spouse.

If you married your spouse after your pension started or after reaching age 65 (whichever is sooner), the *Trustee* may choose not to pay a survivor's pension if you entered into the relationship within six months of the date of your death.

Pension to Specified Dependant

A pension will be paid to your *Specified Dependant* which is actuarially equivalent to one half of the pension payable to you at the date of your death.

You may nominate a Specified Dependant if (1) you do not have a surviving spouse or you declare that you are not living with your surviving spouse; and (2) you nominate the person before your pension starts or before you reach age 65 (whichever is sooner); and (3) the *Trustee* agrees to treat the person you nominate as a *Specified Dependant*. Details of how to nominate a Specified Dependant are on the Scheme website, www.selexpensions.co.uk.

Please note that a pension payable to a child cannot be paid past the age of 18 (or age 23 if the child is full time education) unless the dependant was physically or mentally dependant on you.

Personal events

Members away from work

If you are away from work, it will depend upon your circumstances whilst you are absent as to whether you may accrue pension benefits.

Special rules apply to members on sick leave.

Paid leave

If you receive normal or reduced remuneration during your absence, you may continue to pay contributions to the *Scheme*, in which case you will continue to accrue pension benefits.

You will have to pay contributions based on the pay you would have received if you were receiving your full remuneration.

Maternity, adoption and paternity leave

If you are absent as a result of maternity, adoption or paternity leave, you will continue to accrue pension benefits during statutory ordinary maternity leave, statutory ordinary adoption leave and statutory paternity leave and also during any further period of paid absence for which you pay contributions.

You will have to pay contributions during:

- (a) statutory ordinary maternity leave, statutory ordinary adoption leave and statutory paternity leave based on the actual pay you receive during these periods; and
- (b) during any other period of paid absence based on the pay you would have received if you were receiving your full remuneration.

You will accrue pension benefits based on your full remuneration.

Unpaid leave

If you take unpaid leave i.e. your contractual pay is suspended whilst you are absent, you will be treated as having left *Service* at the start of the period of unpaid leave and you will not accrue pension benefits during your period of absence.

When you return to work at the end of the period of unpaid leave, your *Pensionable Service* before being treated as having left *Service* and after returning to work will be treated as continuous (but excluding the break).

In exceptional circumstances, you may be allowed to pay contributions and accrue pension benefits for the period you were absent. Your HR representative will be able to provide more details.

Part-time working

Benefits relating to part time employment will be pro-rated to take account of the number of hours a week you work.

Evidence of health

If you are a member admitted on the basis of restricted terms, as a result of a medical condition on joining the *Scheme*, any restriction on your ill health pension or death benefit will have been notified to you in writing.

Ceasing to be eligible

If you cease to be eligible to be a member of the *Scheme*, you will be treated as having left *Service*. You will become entitled to deferred benefits (see page 19).

Opting-out

It is not a condition of your employment to be or remain a member of the Scheme.

You may opt-out of the *Scheme* at any time by giving two months' notice in writing to the *Company* and the *Trustee* in the necessary form.

You should note that if you opt-out of the Scheme:

- You will lose the benefit of the Company's contributions towards the cost of future pension provision.
- You will lose the protection provided by the Scheme to you and your family in the event of your death in service.
- You will lose some of the protection provided by the Scheme to you and your family in the event of your early retirement from the Company on account of ill health.
- You will no longer build up a pension in the Scheme and your entitlements under the Scheme will be based on your Final Pensionable Earnings and completed Pensionable Service at your date of opting-out.

Rejoining the Scheme after opting-out

If you have opted-out of the Scheme you will not be permitted to rejoin at a later date.

You may be eligible to join FuturePlanner (which is the Company's defined contribution scheme) at a later date and certain restrictions and conditions may be imposed. The trustees may require you to provide evidence of your health in connection with joining FuturePlanner and, if appropriate, restrict the terms of your membership. If you are a member admitted on restricted terms, you will be notified on joining.

Marriage

If you get married, you should inform the Pension Administrator so your records can be updated.

Civil Partnerships

If you enter into a civil partnership, you should inform the Pension Administrator so your records can be updated.

You should note that your civil partner will be treated in the same way as a spouse for pension earned after 5 December 2005 only. Therefore, you may wish to nominate your civil partner as a Specified Dependant (see page 24 for more detail). You may also wish to do this in relation to your BAE Systems benefits.

Divorce

If you are in the process of obtaining a divorce and you believe that any financial settlement arrangement will include pension benefits, you should contact the Pension Administrator for information about the value of your pension benefits.

Limits on benefits paid from the Scheme

Scheme limits

The *Trustee* has to ensure that the benefits you receive do not exceed certain limits which are set out in the rules of the *Scheme*.

Contribution limits: The *Scheme* rules provide that, in any tax year, your core member contributions to the *Scheme* and voluntary contributions to SBS for retirement benefits cannot exceed 15% of your gross taxable earnings (or if the Earnings Cap applies to you, 15% of the Earnings Cap if lower). Please note that this rule does not prevent you from paying sums in excess of 15% of your gross earnings into other external pension arrangements, such as a personal pension arrangement or stakeholder pension arrangement.

Voluntary contributions to SBS for death benefits are not included in the above limit. Your contributions to SBS for death benefits cannot exceed 100% of your UK taxable earnings, including your core member contributions and any voluntary contributions (either to SBS for retirement benefits or Additional Voluntary Contributions).

The *Scheme* rules provide that, in any tax year, your voluntary contributions to AVCs cannot exceed 100% of your UK taxable earnings, including your core member contributions.

It is your responsibility to ensure that you do not exceed the 100% limit as the Pension Administrator will not have all the necessary information to monitor this.

Earnings Cap: If you joined the *BAE Systems Scheme* on or after 1 June 1989, an earnings cap will be imposed on your benefit entitlement. The *Earnings Cap* is £141,600 in the 2013/14 tax year. It will increase each April broadly in line with the percentage increase in the Retail Prices Index. You can obtain details of the revised *Earnings Cap* each year from the Pension Administrator.

Benefit limits: The rules of the *Scheme* have always contained limits on the amount of pension you may take from the *Scheme*. These limits continue to exist in the *Scheme* rules and will continue to apply to your pension.

As a rough guide, your benefits from the *Scheme* and the *BAE Systems Scheme* are restricted at Normal Retirement Date (NRD) to:

- a pension of two-thirds of your Final Remuneration; and
- .
- a dependant's pension of two-thirds of your pension.

Please note, if you have less than 20 years service or leave service before NRD then the limit will be lower.

Broadly, the following are not included within the Scheme limits calculation:

- Benefits bought with AVCs or SBS paid to the *Scheme* and the *BAE* Systems Scheme;
- Any transfers-in to the *BAE Systems Scheme* which are fixed pension amounts (which Selex has no liability to top up via an earnings link); and
- State pensions and benefits from any other registered pension scheme.

Any other transfers-in to the *BAE Systems Scheme*, for example transfers in which were used to purchase a service credit which Selex may have a liability to top up through the continuing earnings link are included in the Scheme limits calculation.

If you believe that your pension from the *Scheme* may be restricted by the Scheme limits you may wish to consider taking independent financial advice regarding your options.

Questionnaire: The Trustee will require you to complete a questionnaire about your other pension benefits before *Scheme* benefits can be approved, finalised and put into payment.

HM Revenue & Customs limits

Annual Allowance: The Government will allow you to contribute each year to registered pension schemes in a tax efficient way up to the Annual Allowance. The Annual Allowance has been significantly reduced and is £50,000 in 2013/14. This will reduce further to £40,000 in 2014/15. Contributions in excess of the Annual Allowance will attract additional tax charges and you should consider this Allowance carefully, especially when paying voluntary contributions.

Lifetime Allowance: The Government will allow you to take pensions from registered pension schemes in a tax efficient way up to the Lifetime Allowance. The Lifetime Allowance was £1.5 million in 2013/14 and will reduce to £1.25 million in 2014/15. Pension benefits in excess of the Lifetime Allowance will attract additional tax charges.

General information about the Scheme

About the Scheme

The Selex Pension Scheme is an occupational pension scheme set up under trust and administered by the *Trustee* according to the rules of the *Scheme*.

The *Scheme* was established on 29 April 2005 to provide retirement and death benefits to certain employees of the participating employers.

The 2000 Section of the *Scheme* was set up to provide pension benefits to former members of the *BAE Systems Scheme* who transferred to the employment of the participating employers on 29 April 2005.

Benefits under the *Scheme* are provided from trust assets, which are not allocated to individual members. All contributions are invested and the proceeds are used to provide benefits in accordance with the rules of the *Scheme*.

Trustee

The *Trustee* is SELEX Pension Scheme (Trustee) Limited, which has a board of directors (referred to as trustee directors).

The board of directors currently comprises eight trustee directors: four appointed by the *Company* and four elected by the Pensions Consultative Committee (PCC).

The *Trustee* is responsible for supervising the correct operation of the *Scheme* through its managers, with the assistance, where appropriate, from other professional advisers.

Pensions Consultative Committee (PCC)

The PCC has been set up to promote good understanding and communication of pension matters. The PCC is made up of Pensions Representatives who are nominated by the large site consultative committees to represent the pension interests of all *Scheme* members.

The functions of the PCC are to:

- Represent the views of Scheme members in consultations with the Company on matters relating to the Scheme;
- Assist the Pension Administrator and Trustee with the communication of information to members of the Scheme; and
- Elect four Pensions Representatives for appointment to the board of directors of the *Trustee* as member nominated trustee directors.

Contact details for your Pensions Representatives can be obtained from the *Scheme* website, www.selexpensions.co.uk.

Rules

The *Scheme* is governed by the rules. Your entitlement under the *Scheme* is set out in the rules, the current law and HM Revenue & Customs practice. If there is any conflict between the booklet and the rules of the *Scheme*, the rules will prevail.

Copies of the rules are held by the Pension Administrator and are available for inspection by you. Alternatively, you could request a copy of the rules to be emailed to you by requesting a copy from the Pension Administrator.

Amending the Scheme

You should note that the rules of the *Scheme* can be changed by the *Company* (with the consent of the *Trustee*) at any time (and the *Company* may change the rules retrospectively). The *Company* will endeavour to give you written notice if your benefits or rights are materially affected by such amendments.

The rules of the *Scheme* provide that the *Company* has the right to terminate the *Scheme* at any time. If the *Scheme* is terminated, the *Trustee* will wind up the *Scheme* and distribute the assets in accordance with the rules.

Registered scheme

The *Scheme* is a registered pension scheme. It has tax approval from HM Revenue & Customs under the Finance Act 2004. This approval means that the *Scheme* receives certain tax concessions and is subject to certain restrictions.

The tax concessions currently in place are:

- full income tax relief on any contributions you make to the *Scheme* up to prescribed limits;
- tax free cash sums can be paid on retirement and death; and
- tax advantages in respect of certain income and capital gains from the *Scheme*'s investments.

The restrictions imposed are:

- pensions are treated as earned income and are taxed under the PAYE system;
- certain types of payments are unauthorised and will not be made by the Scheme.

Entitlement to benefits

Your entitlement to benefits provided by the *Scheme* is set out in the rules of the *Scheme*.

You must not attempt to assign your future benefits to obtain cash payments or as security for loans. Under the rules, there can be no legal claim on the *Scheme* by anyone other than the person entitled to the benefits under the rules. If you attempt to assign your benefits, your benefits would cease to be payable and would come under the control of the *Trustee* for payment at its discretion.

Communication

Website: *Scheme* information is placed on the *Scheme* website, www.selexpensions.co.uk.

InFocus: The *Trustee* will issue you with periodic newsletters (called InFocus) about the *Scheme*.

Annual Report and Accounts: The *Trustee* publishes an annual report and accounts. A copy of the report is available on the *Scheme* website.

Benefit statements: Each year you will normally receive a benefit statement, which will include details of your pension earned to date.

Data Protection

Personal information is held and used for the purposes of administering the *Scheme* by the *Trustee*, the scheme administrators and their advisers. By joining the *Scheme*, you have given your consent to this data being held and processed for the purposes of the *Scheme*.

The data may be disclosed to insurance companies, the *Company*, any possible purchaser of the *Company* or its business, and any trustees, administrators or advisers of any other pension arrangement where a transfer of your pension rights is being made or considered.

Financial advice

The *Company*, its employees and the *Trustee* are not authorised to give you financial advice. If you are in any doubt about the information contained in this booklet and require financial advice you should consult an independent financial adviser (IFA), who may charge a fee for his services. Contact details for IFAs in your area can be found at www.unbiased.co.uk.

On your retirement, Aon Hewitt can provide you with details of their independent annuity advice service. Please note that there is commission payable should you select this option which will be reflected in the annuity quotation provided.

State Pension and contracting-in

As a member of the 2000 Section of the *Scheme*, you are contracted-in to the State pension system.

This means that:

- you and the Company pay full rate National Insurance contributions; and
- you receive the basic State pension and an additional State pension from State Pension Age.

Your additional state pension, currently known as State Second Pension (S2P) and formerly called State Earnings Related Pension (SERPS), will depend upon the National Insurance contributions you paid as an employee.

Members are now able to get a State Pension forecast online through the Pension Service website. You can access the Pension Service website at www.thepensionservice.gov.uk/state-pension/forecast

Contact details

The contact details for the Pension Administrator are

Tel: 0345 603 5660

Email: <u>selex.pensions@aonhewitt.com</u>

Post: Selex Pension Scheme, Aon Hewitt, PO Box 196, Huddersfield, HD8 1EG.

Queries, dispute resolution and regulatory bodies

Queries

If you have a query about the *Scheme*, you should contact the Pension Administrator. They will normally be able to help answer your queries.

Complaints and dispute resolution

Should you have a complaint or dispute which is not settled to your satisfaction, you can use the internal dispute resolution (IDR) procedure which the *Trustee* has put in place to resolve complaints or disputes.

Should you wish to make an application under the IDR procedure, you should contact the Pension Administrator. They will send you a copy of the IDR procedure, together with the appropriate forms needed to make an application.

The procedure provides that the nominated complaints officer will consider your application and respond within 4 months of your formal application being made.

If you are still dissatisfied, you may appeal to the *Trustee* to reconsider your application. Your appeal must be received within six months of the decision made and communicated by the Pension Administrator.

The *Trustee*'s decision is final. If you are dissatisfied with the outcome of the IDR process, the organisations detailed below may be available to assist you.

The Pensions Advisory Service (TPAS)

TPAS is an independent organisation available to assist members and other beneficiaries of occupational pension schemes in connection with any pension query they may have including any difficulties which they may have failed to resolve with the trustee or administrators.

The address for TPAS is 11 Belgrave Road, London, SW1V 1RB. Telephone 0845 601 2923

The Pensions Ombudsman

The Pensions Ombudsman can investigate and determine complaints of fact or law in relation to occupational pension schemes, such as the *Scheme*.

The Pensions Ombudsman will normally only intervene after TPAS has been involved and failed to resolve the dispute.

The address for the Pensions Ombudsman is 11 Belgrave Road, London, SW1V 1RB. Telephone 0207 834 9144.

The Pensions Regulator

The Pensions Regulator is the independent regulator of occupational pension schemes in the UK. Its aims are to ensure that the interests of members of occupational pension schemes are protected and to promote good administration of occupational pension schemes.

The address for the Pensions Regulator is Napier House, Trafalgar Place, Brighton, East Sussex, BN1 4DW. Telephone 01273 811800.

Pension Tracing Service

Information about the *Scheme* (including the address at which the *Trustee* may be contacted) has been given to the Pensions Tracing Service. The Registrar acts as a central tracing agency to help individual members keep track of the deferred benefit entitlements they have in previous employers' schemes.

The address for the Pensions Tracing Service is The Pension Service, Whitley Road Newcastle upon Tyne, NE98 1BA. Telephone 0870 6063636.

Definitions

Throughout this booklet there are certain words and phrases (written in italics) which have special meanings and these are defined below:

Average Basic State Pension means the average of the basic State pension in force at the beginning

of the last three Scheme Years. For members leaving in the 2013/14

Scheme Year, the Average Basic State Pension will be £5,114.20.

BAE Systems Credited

Interest

means interest credited monthly on your BAE Systems contributions at a

rate determined by the BAE Systems Scheme trustees.

BAE Systems Scheme means the BAE Systems 2000 Pension Plan.

Basic Contributions will be calculated as if you made member contributions at a rate of 3% of

Pensionable Earnings.

Company means Selex ES Limited, and, in certain circumstances, any other

employer participating in the Scheme.

Earnings Cap if you joined the *BAE Systems Scheme* on or after 1 June 1989, an

earnings cap will be imposed on your benefit entitlement. The Earnings Cap is £141,600 in the 2013/14 tax year. It will increase each April broadly in line with the percentage increase in the Retail Prices Index.

Final Pensionable Earnings means the highest average of your Pensionable Earnings over three

consecutive *Scheme Years* during your last ten *Scheme* Years as a member of the *Scheme*. Final Pensionable Earnings cannot exceed the *Earnings Cap* (if you joined the *BAE Systems Scheme* after 1 June 1989). Members who were entitled to pensionable bonus on 31 March 2009 have a Final Pensionable Earnings underpin and will be notified of this individually. Further details are available from the Pension

Administrator.

Final Remuneration means the former HM Revenue & Customs definition of final

remuneration which is broadly gross taxable earnings averaged over three consecutive years in the ten years before leaving pensionable service. Please contact the Pension Administrator if you require further

details.

Member Contributions means member contributions (excluding voluntary contributions) made

to the Scheme.

Normal Retirement Date means the first day of the month following or coincident with your 65th

birthday.

Pensionable Earnings means your gross earnings, except those amounts expressed by your

employer to be non-pensionable.

Pensionable Service is the number of years and complete months during which you have

contributed to the Scheme and the BAE Systems Scheme.

Qualifying Dependant means:

(1) your spouse or Specified Dependant (the Trustee may treat a

person with whom you are living as husband and wife as your

spouse); and

(2) any children under age 18 (the *Trustee* may treat a child in full time education as a Qualifying Dependant).

Qualifying Service

means service during which you were accruing retirement benefits under the *Scheme* or the *BAE Systems Scheme*.

Revalution or revalued

means that the Basis 1 element of your BAE Systems Benefit Deduction is increased in line with revaluation laws, which is approximately equal to the percentage rise in the cost of living between the date you leave *Service* and the date you take your pension, subject to a maximum of 5% per year compound. If greater, the Basis 1 element of your BAE Systems Benefit Deduction will increase broadly in line with the pension increase provisions.

Scheme means the Selex Pension Scheme.

Scheme Year means a period of one year commencing 6 April each year.

Selex Credited Interest means interest credited monthly on your Selex contributions at a rate

determined by the Trustee.

Service means employment with the Company or such other period which the

Company treats as Service.

Specified Dependant means a person nominated by you in accordance with the rules to be

your Specified Dependant and approved by the Trustee.

State Pension Age means age 65 for a man, age 60 for a woman born before 6 April 1950,

age 65 for women born on or after 6 April 1955, and an age between 60 and 65 for women born on or after 6 April 1950 and before 6 April 1955.

Trustee means SELEX Pension Scheme (Trustee) Limited or any other trustee

of the Scheme from time to time.