#### **About This Booklet**

This booklet outlines the benefits of the ACNielsen (UK) Pension Plan from 1 April 2011 for all members who joined before 1 January 2004.

Pensions can seem complicated, but every effort has been made to keep the language and layout of this booklet as simple as possible. To help you find the information you need, it is divided into sections, for example, 'Membership' and 'State Benefits and Tax'. Each section gives details of your benefits and the options available to you, with the key points highlighted so you can see what's most important at a glance.

Because of the way in which it is written, this booklet cannot cover every situation. Full details of how the Plan benefits are worked out and paid are set out in the Trust Deed and Rules, which always take precedence over this document should any conflict arise. You can also refer to the separate investment information from Scottish Widows, Friends Provident and Legal & General.

If, after reading this booklet, you have a query about your benefits or about the Plan, you should contact the Compensation and Benefits Manager.

# **Membership**

# Who can be a member of these sections of the Plan?

If you joined the Plan before 1 January 2004, you were eligible to be a member of the old Money Purchase or the Final Salary section described in this booklet. The sections of the Plan described by this booklet were closed to new joiners from 1 January 2004.

If you are currently a member of the old Money Purchase section you will have the option to switch to the Final Salary/CARE section when you reach age 40 or after 10 years' continuous pensionable service.

## **Old Money Purchase Plan: Contributions**

## How is this section of the Plan financed?

The Plan is financed by contributions from both you and the Company. Contributions to the Plan are either automatically deducted from your pay and qualify for full income tax relief or are paid by your employer via salary exchange. Furthermore, as a Plan member you are contracted out of the State Second Pension so you also pay lower rate National Insurance contributions.

#### How much do I contribute?

You pay 5% of your pensionable salary and the Company pays 5% of your pensionable salary. This is invested in your own Money Purchase account. You have an option to switch to the Final Salary/CARE section when you become eligible (see Switching from MP to FS/CARE Section).

After age 40, if you decide not to join the Final Salary/CARE section and remain in the Money Purchase section, you can make extra contributions of either 1% or 2% of your pensionable salary. This contribution will be matched by the Company to make the maximum total contribution 7% of pensionable salary from you plus 7% of your pensionable salary from the Company. Your extra contributions will either be deducted from your pay or paid by your employer via salary exchange.

## **Key Points**

- You contribute 5% of your pensionable salary (either by deduction from your pay or via salary exchange).
- The Company also contributes 5% to your account.
- You can pay extra to build up more benefits.
- You can switch to the Final Salary/CARE section when you reach age 40 or after 10 years' continuous service.

Example of annual cost of Plan membership	5% of pensionable salary
PAYE (before any salary exchange)	£20,000
Less: lower earnings limit (£5,304 for the 2011/12 tax year)	-£5,304
Pensionable salary	£14,696
Gross contribution	£734.80
Less: Tax relief (20% basic rate tax for the 2011/12 tax year)	-£146.96
Net contribution	£587.84

## Based on HMRC figures for tax year 2011/2012

If you are paying contributions via salary exchange your gross earnings will be reduced by your gross contributions payable to the Plan. In the above example the member's gross earnings would be reduced by £734.80. An equivalent amount will then be paid to the Plan by your employer under the salary exchange arrangement.

## How is my account invested?

If you are under age 40, all your Plan contributions and the Company's contributions will be invested in the ACNielsen Unitised Fund. This fund is a separate fund operated by the Trustees, who have selected Legal & General to invest the assets in a mix of index-tracking funds, comprising equities and fixed-interest securities. The objective of the fund is to achieve a good long-term return with the minimum of risk. One of the advantages of the Unitised Fund is that there are no administrative charges made on your contributions.

After age 40, if you remain in the Money Purchase section and so do not switch your money purchase account into the Final Salary/CARE section, you may continue to invest your Plan contributions and the Company's contributions in the ACNielsen Unitised Fund.

If you are no longer an active contributing member of the Old Money Purchase Section but have a pension account which remains invested, please be aware, as illustrated below, that just over 90% of the AC Nielsen Unitised Fund is invested in equities. If you are approaching retirement age, it may not be appropriate for your fund to remain invested in this way. You may therefore wish to consider transferring you pension account out of the Plan to a personal arrangement which offers the investment solutions which you require.

# Old Money Purchase Plan: Your Benefits at Retirement

# What benefits will I receive at retirement?

The ACNielsen (UK) Pension Plan provides valuable pension benefits when you retire.

At retirement your Money Purchase account will be used to purchase pension benefits under an annuity policy. The amount of pension will depend on the value of your account when you retire and the annuity rates available at that time. Your account must be used to provide the following benefits:

- A pension for yourself at least equal to your GMP and the pension that would be provided under the Reference Scheme Test.
- A pension for your spouse on your death, equal to 50% of your GMP and 50% of the pension that would be provided under the Reference Scheme Test.

## **Key Points**

- When you retire, your account will provide certain levels of benefit.
- The level of your benefits will depend on the money built up in your account, annuity rates and your age when you retire.
- A disability pension may be payable if you can't work due to ill health.
- All benefits are subject to HMRC limits and other legal requirements, including pension increases required by legislation.
- You normally retire on your 65th birthday but may be able to retire early (currently from age 55) and draw your pension.
- If you get divorced, your pension benefits may be taken into account by the Court.

You have the option to exchange part of your pension for a tax-free cash sum. Up to 100% of your Additional Voluntary Contributions invested in the Plan before 1 October 2011 may be taken as cash subject to the overall limit that no more than 25% of the value of your benefits from the Plan may be taken as tax-free cash.

Any part of your account remaining after you have bought the pension described above will be used to provide extra benefit for yourself or for your spouse or dependants. If there is insufficient money in your account to provide the minimum pensions described above, the Company will pay the extra cost required.

## Can I retire early?

Your normal retirement date is age 65. With the consent of the Company, you may retire at any age from 55. Your level of pension will be lower to reflect the fact that your pension will be paid for a longer period.

#### Can I retire late?

If, with the consent of the Company, you continue in service after your normal retirement date you will remain in pensionable service and may continue to contribute to the Plan.

## What if I have to stop work due to ill health?

If you become seriously ill or permanently disabled you may receive the following benefits:

After you have been absent for 26 consecutive weeks, **subject to receiving appropriate medical evidence**, a claim will be made through the Company's Long-Term Disability Plan. Normally, the amount of the benefit will be 2/3rds of your disability salary less the single person's State Incapacity benefit. This benefit will continue to be paid until you retire, die or leave the Company. This benefit is insured and payment is not made from the Plan. Cost of living increases to the benefit while in payment will be at the discretion of the Company.

During the period that you continue to receive the benefit, you will remain an employee of the Company and fully participate in the Pension Plan. Your death-inservice benefits will be maintained and your own Plan contributions will be based on your disability income.

Your medical condition will be reviewed from time to time. If you make a full or partial recovery, your benefit may be suspended or reduced. Death-in-retirement benefits will be applicable, subject to HMRC limits (See <u>State Benefits and Tax Section</u>).

## How is my pension paid?

Your pension, and any dependant's pensions, will normally be paid in monthly instalments in advance on approximately the sixth day of each month. Pension payments are treated as earned income for tax purposes under present legislation.

## **Old Money Purchase Plan: Benefits on Death**

In addition to the pension benefits that the Plan provides at retirement, there are significant benefits to cover you and your family whilst you are an employee of the Company.

# What if I die whilst in service?

If you were to die before normal retirement date whilst a Plan member, the following benefits would be payable:

- A cash lump sum of four times your salary. For this purpose your salary is defined as the greater of your basic salary at the time you died, or your PAYE earnings in the previous Plan year. If you are included in the salary exchange arrangement, it will be your reference salary (i.e. your basic salary before any adjustments have been made for salary exchange) at the date of your death or the PAYE earnings you would have received in the previous Plan year if you had not been included in the salary exchange arrangement.
- A spouse's pension equal to 50% of your CARE prospective pension (see below). This benefit is calculated as if you transferred into the Final Salary/CARE section of the Plan on the day before your death with no switching of past pensionable service.
- A children's pension of 50% of your CARE prospective pension (see below). This pension is divided equally between each eligible child and is doubled if there is no spouse or your spouse subsequently dies.
- Any Additional Voluntary Contributions funds in your name (from contributions paid before 1 October 2011) will be returned to your beneficiaries.
- In addition, your Money Purchase account will be used to provide additional benefits for your dependants.

# How is my prospective pension calculated?

Your prospective pension is calculated as the CARE pension that you would have accrued had you joined the Final Salary/CARE section on the date of your death and remained in Pensionable Service from your date of death to your Normal Retirement Date based on your Pensionable Salary at your date of death.

## Who receives the lump sum?

All lump sum payments on death are paid at the discretion of ACNielsen Company Trustees to avoid any Inheritance Tax liability. It is therefore important that you complete a Nomination Form, to tell the Trustees to whom you wish the benefits to be paid. New forms can be obtained via Nielsen Now or HR.

## **Key Points**

- If you die in service, a cash lump sum is payable.
- Spouse's and children's pensions are also payable.

## Can I nominate a partner to be my beneficiary?

If you are not married and do not have a civil partner, you may be able to nominate beneficiaries who are financially dependent on you and are likely to continue to be so, to receive pension benefits that would have been payable to your spouse. Such a nomination would remain in force until it was revoked in writing or until you marry or remarry.

# What benefits are paid if I die in retirement?

When you die after retirement, the benefits that any dependants receive will depend upon the benefits purchased at your retirement with your Money Purchase account and reflected in the annuity you purchased. This may include a spouse's pension of at least 50% of your pension, and a child's pension of up to 50% of your pension, distributed equally between all your eligible children, if purchased at retirement.

# **Old Money Purchase Plan: Your Options on Leaving**

# What are my options if I leave the Plan or the Company?

If you leave the Plan before you retire, you may choose either:

• to leave your Money Purchase account invested with the Plan until you retire, either on your normal retirement date (or from age 55 or over with Company consent);

or

• request that your Money Purchase account be transferred to an approved pension arrangement or pension plan of a new employer. A transfer value will be provided on request.

## Can I leave the Plan whilst still working for my employer?

If you wish to opt out of the Plan whilst in service, you will be required to give one month's notice of your intention to do so. You will be entitled to the benefits as described above. There is no option to rejoin this section of the Plan, although you will have the opportunity to join the Group Personal Pension Plan.

# What death benefits are payable after I leave the Plan?

If you leave the Plan with deferred benefits and you die before your pension benefits come into payment, your beneficiaries will receive, at the discretion of the Trustees, the value of your Money Purchase account. There will be a deduction of a sufficient amount to provide a spouse's pension equal to 50% of the GMP and Reference Scheme Test pension.

# Switching from Money Purchase to Final Salary/CARE

# When can I switch to the Final Salary/CARE section?

The Plan provides the opportunity to switch from the Money Purchase section to the Final Salary/CARE section after completing 10 years' continuous pensionable service, or reaching age 40 if earlier. You have only two opportunities to switch

sections; you will join the Final Salary section in the month following your decision to switch.

# Can I transfer my Money Purchase account into the Final Salary/CARE section?

If you switch to the Final Salary/CARE section when you are first eligible you can choose to receive a service credit for all of your Money Purchase section contributions paid after 6 April 1993. In exchange for these contributions you will receive a pensionable service credit equivalent to 2/3rds of your pensionable service from 6 April 1993, or the date when you joined the Money Purchase section if later, to the date of transfer. Pensionable service you receive as a result of a service credit will be treated in the same way as pensionable service earned from 1 January 2005. This option to transfer is not available if you switch after your first opportunity.

## **Key Points**

- You have two opportunities to switch sections
- 1) You can exchange your Money Purchase account for a 2/3rds service credit based on 1/60ths final salary pension for Pensionable Service completed before 1 April 2011 and 1/60ths CARE pension for Pensionable Service completed on or after 1 April 2011 to the date of transfer when you are first able to switch.
- 2) You can switch after your first month of eligibility but without the option to take a service credit, in which case your money purchase account will remain invested.

# **Example**

Date Joined Money Purchase section 1 April 2002

Date of transfer to Final Salary/CARE section 1 April 2011

Service in Money Purchase section 9 years

Pensionable service credit (1/60th rate) 6 years (2/3 x 9)

Any contributions paid before 6 April 1993 will remain invested in the Money Purchase section and will be used to buy benefits when you retire.

Instead of transferring, you may, if you wish, leave all your Money Purchase section contributions invested in that section until you retire.

For further details of switching and a Transfer of Section Form, contact the Compensation and Benefits Manager.

## **Final Salary/CARE Plan: Contributions**

## How is this section of the Plan financed?

This section of the Plan is financed by contributions from both you and the Company. Contributions to the Plan are either automatically deducted from your pay and qualify

for full income tax relief or are paid by your employer via salary exchange. Furthermore, as a Plan member you are contracted out of the State Second Pension so you also pay lower rate National Insurance contributions.

#### How much do I contribute?

If you joined the Final Salary/CARE section before **1 January 2005**, you had a one-off choice of paying 9% of pensionable salary for a pension of 1/50th of your final pensionable salary for each year of pensionable service or paying 5% for a pension of 1/60th of your final pensionable salary for each year of pensionable service after that date (with 1/50th still applying to your earlier service). From 1 April 2011 the rates of 1/50<sup>th</sup> and 1/60<sup>th</sup> are calculated in relation to your CARE pensionable salary.

If you switched into the Final Salary/CARE section after **1 January 2005**, you pay 5% of your pensionable salary for a pension of 1/60th of your final pensionable salary for each year of pensionable service completed up to 31 March 2011 and 1/60th of your CARE pensionable salary for each year of pensionable service completed on or after 1 April 2011.

Your contributions are either deducted from your salary or, if you are included in the salary exchange arrangement, are paid by your employer via salary exchange.

## **Key Points**

- You contribute 5% or 9% of your pensionable salary (either by deduction from your pay or via salary exchange).
- You cannot change your contribution rate.
- You can build up more benefits by paying AVCs.

Example of annual cost of Plan membership	5% of pensionable salary	9% of pensionable salary
PAYE (before any salary exchange)	£20,000	£20,000
Less: lower earnings limit (£5,304 for the 2011/12 tax year)	-£5,304	-£5,304
Pensionable salary	£14,696	£14,696
Gross Contribution	£734.80	£1,322.64
Less: Tax Relief (20% basic rate tax for the 2011/12 tax year)	-£146.96	-£264.53
Net Contribution	£587.84	£1,058.11

If you are paying contributions via salary exchange your gross earnings will be reduced by your gross contributions payable to the Plan. In the above examples the member's gross earnings would be reduced by £734.80 (5% contributions) or £1,322.64 (9% contributions). An equivalent amount will then be paid to the Plan by your employer under the salary exchange arrangement.

# Final Salary/CARE Plan: Your benefits at retirement

#### When can I retire?

You can retire on your 65th birthday (your normal retirement date).

## What benefits will I receive at retirement?

Your retirement pension at age 65 whilst a member of the Final Salary/CARE section will be calculated as follows:-

1. 1/50 x final pensionable salary x pensionable service completed before 1 January 2005

#### plus

2. If you contribute at the rate of 9% of pensionable salary (whether this is deducted from your pay or paid via salary exchange), 1/50 x final pensionable salary x pensionable service completed on or after 1 January 2005 and before 1 April 2011

or

If you contribute at the rate of 5% of pensionable salary (whether this is deducted from your pay or paid via salary exchange), 1/60 x final pensionable salary x pensionable service completed on or after 1 January 2005 and before 1 April 2011

#### plus

3. A unit of CARE pension for each year of Pensionable Service completed from 1 April 2011. The unit will be 1/60<sup>th</sup> (or 1/50<sup>th</sup>, if you contribute at the rate of 9% of pensionable salary) of your pensionable salary for each year of Pensionable Service you complete from 1 April 2011 (a part unit will be calculated if you do not complete a full year). Each year's unit (or part unit) will be increased from 6 April following the 31 March in which it was earned and on each subsequent 6 April up to and including the 6 April before you retire. The rate of increase will be the annual change in the Consumer Prices Index for the 12 months ending on 30 September preceding the 6 April, subject to a maximum of 5%

## plus

4. Any pension provided by a Money Purchase Account that was not transferred into the Final Salary/CARE section.

Pensionable service transferred from the Money Purchase section counts as 2/3rds of its actual length.

Example of how pension is calculated

9% of pensionable salary

5% of pensionable salary

with pre & post

			January 2005 Final Salary section service
Age at retirement	65	65	65
final pensionable salary	£20,000	£20,000	£20,000
Pensionable service completed before 1 April 2011	15 years	15 years	8 years 9 months pre 2005 + 6 years 3 months post 2005
Final Salary normal retirement pension	1/50 x £20,000 x 15 = £6,000 a year	1/60 x £20,000 x 15 = £5,000 a year	1/50 x £20,000 x 8.75 = £3,500 1/60 x £20,000 x 6.25 = £2,083.33 £3,500 + £2,083.33 = £5,583.33 a year
Pensionable service completed on or after 1 April 2011	10 years	10 years	10 years
CARE normal retirement pension	1/50 x pensionable salary earned in each of the 10 years from 1 April 2011 x annual indexation to retirement = £3,400 a year	1/60 x pensionable salary earned in each of the 10 years from 1 April 2011 x annual indexation to retirement = £2,850 a year	1/50 x pensionable salary earned in each of the 10 years from 1 April 2011 x annual indexation to retirement = £3,400 a year
Total Final Salary/CARE pension	£9,400 a year	£7,850 a year	£8,983.33 a year

The exact calculation will reflect each member's salary progression and inflation rates over the period to retirement.

## Can I retire early?

You may retire earlier than your normal retirement date of 65 with Company consent. The earliest age you will be able to draw your pension from is 55 unless you have to retire early due to ill health. If you retire early, your pension in respect of Final Salary service completed before 1 April 2011 will be calculated in the same way as for retirement at normal retirement date but based on your final pensionable salary and Final Salary section pensionable service at the date of retirement. That part of your pension in respect of pensionable service completed from 1 April 2011 will be calculated as for normal retirement date and increased in the same way to your actual date of retirement. Your total pension will then be reduced to reflect the fact that

**it will be paid for a longer period**. The early retirement reductions are set by the Company and the Plan Trustees, on the advice of the actuary, and may change.

Special early retirement provisions apply for members who joined before 6 April 1993 and were over age 50 on 1 January 2005. See the Additional Information section if you joined prior to 6 April 1993 for details.

### **Key Points**

- When you retire, you receive a pension linked to your earnings.
- A disability pension may be payable if you can't work through ill health.
- All benefits are subject to HMRC restrictions and other legal requirements.
- You normally retire on your 65th birthday but may be able to retire early (currently from age 55) and draw a reduced pension with Company consent.
- If you get divorced, your pension benefits may be taken into account by the Court.

# The Lifetime Allowance

The Lifetime Allowance (LTA) restricts the total amount of pension benefits that you can build up tax efficiently during your lifetime. The LTA has been set at £1.8 million for the 2010/11 tax year and will reduce to £1.5 million for the 2012/13 tax year.

At retirement the value of your total pension savings will be checked against the LTA. This will take into account not only the final value of your ACNielsen pension account but also all benefits you have built up in any other pension arrangements. Few people will be affected by the LTA but **it is your responsibility to keep track of all your benefits**. This information must then be provided before you draw your pension benefits from the Plan to confirm they do not exceed the LTA. If your pension benefits from all registered pension schemes have a total value which exceeds the LTA, the excess value will be taxed at an effective rate of 55% if the excess is drawn as a lump sum. Alternatively, if the excess above the LTA is drawn as pension income, the charge will be 25% but in addition the residual pension will be taxable at your marginal rate.

## Can I take a cash lump sum on retirement?

You may be able to exchange part of your pension for a tax-free cash lump sum payable at your retirement. The maximum lump sum will normally be:

• up to 25% of the value of your overall pension benefits

The remaining pension must be sufficient to cover any GMP you may have built up in the Plan and the pension that would be provided under the Reference Scheme Test. Within these restrictions, up to 100% of any Additional Contributions invested in the Plan fund may be taken as cash.

#### Can I retire late?

With the consent of the Company you may retire after your normal retirement date. For further details contact Bluefin.

# What if I have to stop work due to ill health?

If you become seriously ill or permanently disabled you may receive the following benefits:

After you have been absent for 26 consecutive weeks, **subject to receiving appropriate medical evidence**, a claim will be made through the Company's Long-Term Disability Plan. Normally, the amount of the benefit will be 2/3rds of your disability salary less the single person's State Incapacity benefit. This benefit will continue to be paid until you retire, die or leave the Company. This benefit is insured and payment is not made from the Plan. Cost of living increases to the benefit while in payment will be at the discretion of the Company.

During the period that you continue to receive the benefit, you will remain an employee of the Company and fully participate in the Plan. Your death-in-service benefits will be maintained and your own Plan contributions will be based on your disability income.

Your medical condition will be reviewed from time to time. If you make a full or partial recovery, your benefit may be suspended or reduced. Death-in-retirement benefits will be applicable, subject to HMRC limits (See <u>State Benefits and Tax Section</u>).

## How is my pension increased?

Final Salary and CARE pension built up under the Plan from 6 April 2005 will increase each year by the rise in the Consumer Prices Index (CPI) subject to a 2.5% limit. Pension earned between 6 April 1997 and 6 April 2005 will increase each year by the rise in the CPI subject to a 5% limit.

Pension in excess of the GMP built up under the Previous Plan before April 1997 may be increased at the discretion of the Company. GMP earned after 6 April 1988 will be increased by the Plan by 3% a year, or the increase in the CPI if less, after your State Retirement Age. The State is responsible for increases over 3% on post 6 April 1988 GMP and all increases on pre 6 April 1988 GMP.

# How is my pension paid?

Your pension, and any dependants' pensions, will be paid in monthly instalments in advance on approximately the **sixth day of each month**. Pension payments are treated as earned income for tax purposes under present legislation.

# Final Salary/CARE Plan: Benefits on Death

In addition to the pension benefits that the Plan provides at retirement, there are significant benefits to cover you and your family whilst you are an employee of the Company.

# What if I die whilst in service?

If you were to die before age 65 whilst a Plan member, the following benefits would be payable subject to Revenue allowances (see <u>State Benefits and Tax</u> Section):

- A cash lump sum of four times your salary. For this purpose your salary is defined as the greater of your basic salary at the time you died, or your PAYE earnings in the previous Plan year. If you are included in the salary exchange arrangement, it will be your reference salary (i.e. your basic salary before any adjustments have been made for salary exchange) at the date of your death or the PAYE earnings you would have received in the previous Plan year if you had not been included in the salary exchange arrangement.
- A spouse's pension equal to 50% of your Final Salary/CARE prospective pension.
- A children's pension of 50% of your Final Salary/CARE prospective pension. This pension is divided equally between each eligible child and is doubled if there is no spouse or your spouse subsequently dies.
- Any Additional Voluntary Contribution funds in your name will be paid to your beneficiaries.

## **Key Points**

- If you die in service, a cash lump sum is payable.
- Spouse's and children's pensions are also payable.

# How is my prospective pension calculated?

Your prospective pension is calculated as follows:-

Your accrued CARE pension in respect of your pensionable service completed between 1 April 2011 and your date of death, revalued to your date of death

## plus

Your CARE future service pension (i.e. your current year's CARE accrual x your uncompleted CARE service from the date of your death to your normal retirement date)

#### plus

Your Final Salary pension which will be:-

1/50 x Final Salary service to 31 December 2004 x final pensionable salary

#### plus

1/60 or 1/50 x Final Salary service from 1 January 2005 to 31 March 2011 x final pensionable salary.

The Final Salary part of your prospective pension is worked out using 1/60th or 1/50th depending on whether you paid contributions at the rate of 5% or 9% prior to 1 April 2011.

## plus

Any pension provided by a Money Purchase Account that was not transferred into the Final Salary/CARE section.

Pensionable service transferred from the Money Purchase section counts as 2/3rds of its actual length.

The following example is for a member who died on 1 April 2011.

Example of how the spouse's pension is calculated	9% of pensionable salary	5% of pensionable salary	5% of pensionable salary with pre & post January 2005 Final Salary section service
Age at death	50	50	50
Number of years to normal retirement date	15	15	15
Pensionable service at death	15 years	15 years	5 years pre 2005 + 10 years post 2005
Final pensionable salary	£20,000	£20,000	£20,000
Accrued Final Salary Pension	1/50 x £20,000 x 15 = £6,000	1/60 x £20,000 x 15 = £5,000	1/50 x £20,000 x 5 = £2,000 1/60 x £20,000 x 10 = £3,333 £2,000 + £3,333 = £5,333
CARE Future Service pension	2011 x annual indexation to	1/60 x pensionable salary for each of the 15 years from 1 April 2011 x annual indexation to retirement = £4,275 a year	2011 x annual indexation to
Total prospective Final Salary/CARE pension	£11,100 a year	£9,275 a year	£10,433 a year
The spouse's pension will be	50% x £11,100 = £5,550 a year	50% x £9,275 = £4,637.50 a year	50% x £10,433 = £5,216.50 a year

# Who receives the lump sum?

All lump sum payments on death are paid at the discretion of the Trustees to avoid any Inheritance Tax liability. It is therefore important that you complete a Nomination Form, to tell the Trustees to whom you wish the benefits to be paid. The Trustees will, under normal circumstances, follow your wishes. New Nomination Forms can be found on Nielsen Now or can be obtained via HR.

# Can I nominate a partner as my beneficiary?

If you are not married, you may be able to nominate beneficiaries who are financially dependent on you, and are likely to continue to be so, to receive pension benefits that would otherwise be payable to your spouse.

Such a nomination would remain in force until it was revoked in writing or until you marry or remarry. Contact the Compensation and Benefits Manager for further details.

## What benefits are payable on death in retirement?

The Plan provides protection for your dependants when you die in retirement.

#### In the first five years of retirement

If you die within five years after your pension comes into payment, your beneficiaries will receive a cash lump sum equal to the remainder of the first five years payments. Also, a pension of 50% of your retirement pension (before any of it was converted to a cash lump sum) will become payable to your spouse.

## After five years of retirement

If you die after the five-year period, your spouse will receive a pension equal to 50% of the pension that you would have received at retirement had you not converted any part of it to a cash lump sum.

#### Children's pension

If you die in retirement leaving eligible children, a children's pension of 50% of your retirement pension will become payable. This pension is divided equally between all eligible children and will be doubled if there is no spouse or your spouse subsequently dies.

# Final Salary/CARE Plan: Options on leaving

## What are my options if I leave the Plan or the Company?

If you leave the Plan before retirement, you may choose to receive either:

- A deferred pension (as calculated in <u>Your Benefits at Retirement</u> Section), but for your pre 1 April 2011 Final Salary pension this will be based on your final pensionable salary at date of leaving, payable at your normal retirement date.
- A transfer payment, based on the value of your deferred pension, may be made to another approved pension arrangement. A transfer value will be provided on

request and will be guaranteed for three months. In extreme circumstances it may be necessary to reduce the amount of the transfer value; if this occurs a revised statement will be provided before the transfer takes place.

Deferred pension (in excess of the GMP) will increase between the date you leave and your normal retirement date in line with:

- the Consumer Prices Index (CPI) up to a maximum of 5% a year for pension earned before 6 April 2009;
- the CPI up to a maximum of 2.5% a year for pension earned from 6 April 2009 (this applies to both your Final Salary pension and your CARE pension).

GMPs are increased at a rate of 4% a year up to State pension age for current leavers (the Government reviews the rate GMPs increase from time to time and the rate may change for future leavers).

# Can I take my deferred pension early?

With Company consent, you may be able to draw your deferred pension before your normal retirement date. It will be reduced to reflect the fact that it will be paid for longer.

# Can I leave the Plan whilst still working for my employer?

If you wish to opt out of the Plan whilst in service you will be required to give a month's notice of your intention to do so. Depending on your qualifying service you will be entitled to the benefits described above. There is no option to rejoin this section of the Plan, although you may join the Group Personal Pension.

## What death benefits are payable after leaving the Company?

If you leave the Plan with a deferred pension and you die before that pension comes into payment, your spouse or civil partner will receive an immediate pension. Your nominated dependant is also eligible for the spouse's pension if you have no spouse or civil partner. This pension is equal to 50% of the revalued deferred pension at the date of death. If there is no spouse, civil partner or nominated dependant then your beneficiaries will receive a refund of your contributions. In addition, the value of any Additional Voluntary Contributions will be returned.

# Additional information if you joined before 6 April 1993

The following additional information is in respect of your Final Salary pension only.

# What is a bridging pension?

A bridging pension is a temporary additional pension payable between your retirement and your State Pension Age. The level of bridging pension is normally small compared to the main lifetime pension. It is calculated by disregarding, in the calculation of part or all of your Final Salary pension, the Lower Earnings Limit offset that normally applies in the definition of pensionable salary.

# What is the definition of final pensionable salary if I joined before 6 April 1993?

If you joined the ACNielsen Company Limited Pension Plan before 6 April 1993, transferred these benefits to the Plan and have had continuous pensionable service since then:

- If you were aged 50 or over on 1 January 2005 any pension built up before 6 June 2008 will be linked to the special definition of final pensionable salary which used the best pensionable salary in the last five years before you retire.
- If you were aged under 50 on 1 January 2005 any pension built up before that date will be linked to the special definition of final pensionable salary which uses the best pensionable salary in the last five years before you retire.

Any Final Salary pension you build up after 1 January 2005 or, 6 June 2008 if you were over 50 on 1 January 2005, will be linked to the standard definition of final pensionable salary which uses the highest average of your pensionable salary in the best three consecutive Plan years out of the last 10 years before you retire.

# How is my normal retirement date affected?

If you joined the ACNielsen Company Limited Pension Plan before 6 April 1993, transferred these benefits to the Plan and have had continuous pensionable service since then:

If you were under age 50 on 1 January 2005, your normal retirement date remains age 60 for pensionable service up to 1 January 2005, but becomes 65 for pensionable service from that date.

If you were age 50 or over on 1 January 2005, your normal retirement date remains age 60 for pensionable service up to 6 June 2008, but becomes 65 for pensionable service from that date.

The general early retirement terms set out in the <u>Final Salary Plan: Your Benefits at Retirement</u> section will apply on retirement from active service except that Company consent is not required for you to take your pre-1 January 2005 final salary pension unreduced between ages 60 and 65.

#### **State Benefits and Tax**

## What are the State pension arrangements?

The State provides two types of pension:

• Basic State pension: This is a flat-rate pension paid to everybody who has made sufficient National Insurance (NI) contributions during their working life. If you do not have a full record of NI contributions, you may still qualify

for a reduced basic State pension.

and

• Additional State pension: This is provided through the State Second Pension. It currently provides two bands of benefits based on an individual's level of earnings. This part of the State pension scheme was previously provided through SERPS (State Earnings-Related Pension Scheme).

## **Key Points**

- Membership of the Plan does not affect your entitlement to the basic State pension.
- All benefits are subject to HMRC restrictions.

# When are State pensions payable?

State pensions are payable from State pension age. This is currently 65 for men and 60 for women who reached this age prior to 6 April 2010. State Pension Age will be 65 for women from November 2018, with a phasing in period between 2010 and 2018. State Pension Age will then increase for both men and women from age 65 to 68 between 2018 and 2046.

## What does contracting out mean?

Whilst you are a member of the Final Salary section or old Money Purchase section you are contracted out of the State Second Pension. This means that you do not build up an additional State pension and, in return, you pay reduced National Insurance contributions. Instead, the Plan has to provide a minimum level of benefits which broadly replaces the pension you would have earned under the State Second Pension.

If you switch to the Group Personal Pension Plan you will no longer be contracted out. You will pay higher rate National Insurance contributions and will build up a State Second Pension.

## Are there any restrictions on my pension?

The Plan is a registered pension scheme for the purposes of the Finance Act 2004. This means that the Plan receives favourable tax treatment. For example, cash sums on death are normally tax free, you can take part of your account or pension as a tax-free cash sum at retirement and you currently receive full tax relief on your contributions.

In return for this favourable treatment, HMRC imposes certain rules on tax-favoured pension saving benefits. The level of pension contributions and savings you can make each year is governed by the Annual Allowance, as explained in later on.

The total value of pension benefits that you can build up tax efficiently during your lifetime is governed by the Lifetime Allowance as explained in the 'Your Benefits at Retirement' section. These allowances replace the previous revenue limits on various

elements of your pension benefits. You are responsible for monitoring that your total pension savings are within these allowances and for paying any tax on the excess if your benefits exceed the allowances.

## General questions that apply to both sections of the Pension Plan

# Can I transfer in previous pension benefits?

The Trustees do not currently allow the transfer of pension benefits with previous employers or pension arrangements into the Plan.

## What if I'm on maternity leave?

Any period of maternity leave during which you are receiving contractual or statutory maternity pay from your employer, will be treated as Pensionable Service and your benefits will be calculated based on the pay you would have received had you been working normally.

During the first 26 weeks of statutory maternity leave, or for as long as you are in receipt of contractual or statutory maternity pay from your employer, you will be required to continue to pay contributions to the Plan but they will be based on the pay you are actually receiving (if any), rather than your Pensionable Salary. If you are contributing to the Final Salary/CARE section, the Company will meet any shortfall in your contributions.

## What if I'm on adoption leave or paternity leave?

Any period of adoption leave or paternity leave during which you are receiving contractual pay, statutory adoption pay or statutory paternity pay will be treated as Pensionable Service and your benefits will be calculated based on the pay you would have received had you been working normally.

Whilst you are in receipt of contractual pay, statutory adoption pay or statutory paternity pay, you will be required to continue to pay contributions but they will be based on the pay you are actually receiving, rather than your Pensionable Salary. If you are contributing to the Final Salary/CARE section, the Company will meet any shortfall in your contributions.

## What about parental and family leave

Any period of parental or family leave during which you are receiving contractual pay will be treated as Pensionable Service but your benefits will be calculated based on the actual pay you are receiving.

Whilst you are in receipt of contractual pay, you will be required to continue to pay contributions but they will be based on the pay you are actually receiving, rather than your Pensionable Salary.

## What about other temporary absence?

In the event of temporary absence from employment, the Company will decide to what extent (if any) you will be entitled to benefits for the period of absence. For further information contact the Human Resources Department.

## What if I have a civil partner?

If you have a same sex partner registered under the Civil Partnership Act 2004, they will be treated in the same way as a spouse for benefits earned from 5th December 2005 and for any contracted out benefits earned from 6th April 1988.

## Can I pay more into my pension?

If you wish to increase your benefits at retirement you can pay Additional Contributions. Your Additional Contributions can be invested in a range of funds; details are contained in the Investment information available through the Investment Guide Section. Additional Contributions paid prior to 1 October 2011 are invested with Friends Life. Additional Contributions paid after 1 October 2011 will be paid to a Group Personal Pension Plan with Scottish Widows and will be on a salary exchange basis, up to maximum of 25% of eligible pay. Any amounts above this level would be on a non-exchange basis. Any Additional Contributions you choose to pay count towards to the overall Annual Allowance restriction.

An Additional Contributions Application Form can be obtained from Nielsen Now the Forms Section.

## Annual Allowance

This is an allowance on the amount of pension contributions that can be paid each year tax efficiently. It will allow most people to pay up to a maximum of 100% of earnings tax-free each year toward their pension, be it through a Company plan and/or personal pension.

Each year as at 5 April 2011, the total contributions paid to your account, including Company contributions, Additional Contributions and any other contributions outside the Plan, and the CARE accrual will be tested against the Annual Allowance.

The Annual Allowance is reviewed periodically, and is £50,000 for the 2011/12 tax year.

You will receive tax relief on contributions up to 100% of your taxable earnings (or £3,600 if greater) subject to a maximum of the Annual Allowance.

## The Lifetime Allowance

The Lifetime Allowance (LTA) restricts the total amount of pension benefits that you can build up tax efficiently during your lifetime. The LTA has been set at £1.8 million for 2010/11 tax year and will reduce to £1.5 million for the 2012/13 tax year.

At retirement the value of your total pension savings will be checked against the LTA. This will take into account not only the final value of your ACNielsen pension account but also all benefits you have built up in any other pension arrangements. Few people will be affected by the LTA but **it is your responsibility to keep track of all your benefits**. This information must then be provided before you draw your pension benefits from the Plan to confirm they do not exceed the LTA. If your pension benefits from all registered pension schemes have a total value which exceeds the LTA, the excess value will be taxed at an effective rate of 55% if the excess is drawn as a lump sum. Alternatively, if the excess above the LTA is drawn as pension income, the charge will be 25% but in addition the residual pension will be taxable at your marginal rate.

## What if I get divorced?

When a couple divorce, pension benefits may be included as part of the couple's assets. What actually happens to their benefits depends on how the total assets of the marriage are split as part of the divorce. If the Court orders the pension benefits to be split between the couple, there are three options:

- your pension rights may be offset against other assets;
- part of your pension rights can be 'earmarked' and paid to your ex-spouse when you retire; or
- the value of your pension rights can be divided at the time of divorce and the ex-spouse's share will be transferred to another pension arrangement.

If you are getting divorced and require information about your pension benefits, please contact Bluefin.

# **Help & Information**

## What if I have a query?

If you have a general question about the Plan, you should initially speak to the Compensation and Benefits Manager.

If you have a problem that cannot be resolved informally, or you are not satisfied with the response you receive, the Plan has an internal dispute resolution procedure. This procedure is designed to ensure that, if a dispute arises, it is properly investigated and, where possible, resolved to the satisfaction of all parties. A copy of the procedure is available from the Compensation and Benefits Manager at ACNielsen House, Headington, Oxford OX3 9RX, to whom complaints should be addressed.

## Are there any external bodies that can help with pension problems?

There are two official bodies that you can approach:

- The Pensions Advisory Service (TPAS) is available to assist pension scheme members and beneficiaries in connection with any queries they may have. If agreement is not reached, members or beneficiaries may apply to the Pensions Ombudsman.
- The Pensions Ombudsman may investigate any complaint or dispute of fact or law including interpretation of the rules of the Plan.

You can contact both these bodies at any time, even if you have not been through the Plan's internal dispute resolution procedure, although the Pensions Ombudsman may refuse to investigate your complaint until you have been through the Plan's procedure. The Pensions Ombudsman and TPAS can be contacted at:

Tel: 0845 601 2923 (TPAS)

Tel: 020 7630 2200 (Ombudsman)

Post: 11 Belgrave Road, London SW1V 1RB Web: <u>www.pensionsadvisoryservice.org.uk</u> Web: www.pensions-ombudsman.org.uk

# Who regulates pension schemes?

The statutory body that regulates occupational pension schemes is the Pensions Regulator. The Regulator's role is to tackle risks to member's benefits. It may receive or seek information about possible risks from trustees, managers, advisers or members of a scheme. You can contact the Regulator at:

Tel: 0870 606 3636

Post: Napier House, Trafalgar Place, Brighton, East Sussex BN1 4DW

Web: www.thepensionsregulator.gov.uk

## What if I have previous pension benefits?

A Pensions Tracing Service has been set up to help people who have lost contact with a pension scheme in which they have previous benefits. Information about the Plan has been supplied to this service. If you should ever need the service, you should contact the Pension Tracing Service at:

Tel: 0845 600 2537

Post: Pension Tracing Service The Pension Service, Tyneview Park, Whitley Road,

Newcastle upon Tyne NE98 1BA.

Web:

www.direct.gov.uk/en/Pensionsandretirementplanning/PlanningForRetirement/About ToRetire/DG\_10027189

## How is the Plan set up and run?

The Plan is governed by a Trust Deed and Rules – you can ask to see a copy by contacting the Human Resources Department. Nothing stated in this booklet overrides

the Trust Deed and Rules. The Plan is run by the Trustees according to the Trust Deed and Rules, in the interests of all members. The Trustees appoint professional advisers including actuaries, lawyers, investment managers and auditors to help run the Plan.

Where the Trust Deed and Rules are silent on any point you should not read this booklet as providing definitive information on that point. If you require clarification you should contact the Reward and Benefits Manager.

Money paid into the Plan is held in a trust whose assets are entirely separate from those of the Company. A copy of the Plan's annual report and audited accounts is available on request from the Reward and Benefits Manager.

# Can the Plan be changed or closed?

The Company intends to maintain the Plan. However, it has the right to amend or discontinue it at any time. The Plan may also be amended by the Trustees with the consent of the Company. If your benefits or rights are affected, you will be given written notice.

# What information will I receive about the Plan?

In addition to the Trustees' annual Report and Accounts, which are available on request, you will be sent a personal benefit statement each year showing either the balance of your Money Purchase account together with a projection of your pension at age 65 or how your Final Salary/CARE pension is building up. You can also ask to see a copy of the latest actuarial valuation, Statement of Investment Principles, the Report and Accounts, and the Trust Deed and Rules.

The Compensation and Benefits Manager will be happy to help you with any queries about your benefits and the Plan in general.

# What information does the Plan hold about me?

In order to administer the Plan, the Trustees need to hold and process information about you. This information is held both manually and on computer and may include sensitive data, such as medical details. From time to time this information may need to be passed to the Trustees' professional advisers or other third parties. At all times this personal information will be held and processed in accordance with the Data Protection Act 1998.

The Data Protection Act gives you the right to inspect your record on request. This may involve payment of a small fee.

# Glossary

The following terms appear in bold throughout this booklet. Wherever they appear, you will be able to hover your mouse over the term for explanation

Basic salary: Your current basic salary rate excluding additional payments such

as overtime, travel, bonus etc.

Company: The principal employer or any subsidiary or associated company of

the ACNielsen Company Limited participating in the Plan.

Contracting-out: You are contracted-out of the State Second Pension. This means

> you pay reduced rate National Insurance contributions and receive a minimum level of benefits from the Plan instead of the State.

Disability

salary:

The higher of basic salary at the date your disability absence started, or PAYE earnings in the tax year before disability absence

started.

Eligible child: Any of your children under the age of 18, or 23 if in full-time

education or vocational training.

Final The highest average of your pensionable salary in the best three

pensionable

salary:

consecutive Plan years out of the last ten.

Guaranteed Minimum Pension (GMP): The GMP is the amount of pension that the Plan is legally bound to provide as a result of contracting you out of the State Earnings-Related Pension Scheme between 6 April 1978 and 5 April 1997.

Lower Earnings Limit (LEL):

The amount of earnings which allow an employee to qualify for certain state benefits. For the 2011/12 tax year the annual LEL is £5,304.

Normal

Age 65 for men and women.

retirement age:

Normal

PAYE:

The last day of the month in which that you reach age 65.

retirement date:

Your earnings, excluding: car allowance, travel allowance, return to work maternity bonus, relocation expenses, instant recognition awards, payments for holiday not taken on leaving and any such items as agreed by the Company. Bonuses will also be excluded when calculating contributions and benefits for pensionable service

from 1 April 2011.

Pensionable salary:

Your PAYE earnings in the tax year preceding each Plan Year less the Lower Earnings Limit. Pensionable salary is subject to a ceiling which is currently £129,600 a year if you joined this Plan or a Previous Plan or the Company after 31 May 1989. Pensionable salary is calculated at the start of each Plan year and remains unchanged throughout the year.

If your contributions are being paid to the Plan via salary exchange, your PAYE earnings will be a reference amount equal to the PAYE earnings you would have received had you not been included in the salary exchange arrangement. All other terms of this definition

apply unchanged.

Pensionable service:

The period of continuous membership from the date you joined the Plan until either your normal retirement date or the date you ceased

to be an active member.

Plan year:

The Plan year runs from 6 April to 5 April.

Previous Plan:

The Dun & Bradstreet (UK) Pension Plan for service between 6 April 1993 and 5 April 1997, and The ACNielsen Company Limited Pension Plan for service prior to 6 April 1993. Members of a Previous Plan may be entitled to modified benefits in certain

circumstances (see Additional Information section).

**Principal** employer: ACNielsen Company Limited.

Qualifying Service:

All Company pensionable service plus, for those who have brought a transfer payment into the Plan, pensionable service in respect of the former arrangement.

Reference Scheme Test: From April 1997 the Plan is required to provide a minimum level of pension as a condition of contracting out of the State Second Pension. Broadly speaking your pension must be at least 1/80th of 90% of your revalued earnings between the LEL and UEL for

pensionable service from 6 April 1997.

Spouse:

Your wife or husband at the date of death. From 5 December 2005 any same sex partner registered under the Civil Partnerships Act 2004.

The Earnings

Cap:

The Plan has an earnings cap on the level of contributions and/or

certain benefits of £129,600 for 2011/12.

The Plan: ACNielsen (UK) Pension Plan set up with effect from 6 April

1997.

**Upper Earnings** Limit (UEL):

The maximum amount of earnings on which National Insurance contributions are payable by employees at the main rate. For the

2011/12 tax year the annual UEL is £42,475.

# **Scottish Widows Group Personal Pension Plan**

You may also join this scheme at any time. Please note that you will not be able to rejoin the other sections if you leave.