

YOUR GUIDE

to the Fujitsu Comparable Pension Scheme - Section E

April 2008



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SECTION 1

1 INTRODUCTION

This guide describes the benefits provided by the Fujitsu Comparable Pension Scheme ('the Scheme'), the conditions attaching to the benefits and the manner in which they are paid. The guide outlines the benefits provided by the Scheme from 1 February 2008.

Contributing members of the Scheme are contracted-out of the State Second Pension on a salary-related basis and the effect of this is explained in section 24.

The Scheme is governed by a Trust Deed and Rules which specifies how the Scheme must be operated. A copy of this document is available for inspection from **HRDirect**.

This guide is intended to be an accurate summary in ordinary language of the main features of the Scheme. It should be read in conjunction with any other announcements or literature given to you which may detail special terms which apply to you. It does not attempt to describe all the circumstances that may arise. For instance, the Company may agree to provide you with different benefits to those shown in this guide in which case you will be notified on joining.

The full terms and conditions of the Scheme are contained in the Trust Deed and Rules and only that document can be used for legal interpretation. If there is any discrepancy between this guide together with any other supporting literature, the Trust Deed and Rules will prevail.

If you require assistance concerning your benefits, need more information or wish to ask questions, you should contact **HRDirect** at hrdirect@uk.fujitsu.com or telephone 0870 234 7744 (external) or ext 7744 (internal).



SECTION 2

2 DEFINITIONS

Certain terms are used in connection with the Scheme and their meanings are given here for ease of reference.

Annual Allowance is an annual limit on the amount by which your pension savings can grow in a year before being subject to tax. It is £235,000 at 6 April 2008, rising to £255,000 by the year 2010, and will continue to be reviewed after that date.

The Annual Allowance does not apply in the year you actually start to receive your benefits.

Company is Fujitsu Services Limited and any subsidiary or associated company which has elected to participate in the Scheme.

Final Pensionable Pay is the highest average annual amount of Pensionable Pay over any consecutive period of 12 months during the three final years before retirement or earlier date of leaving, less (unless otherwise notified by the Company) an amount equal to 75% of the single person's Basic State Pension.

Incapacity is serious ill health or incapacity that means you are no longer able to perform your own job. The Trustee will determine whether you meet the definition of Incapacity based on such medical evidence as it may require.

Lifetime Allowance is the overall limit on the pension savings that will qualify for tax relief and will apply to all of the pension benefits you build up over your entire working life. It is £1.65m worth of benefits at 6 April 2008, rising to £1.8m by the year 2010, and will continue to be reviewed after that date.

Lower Earnings Limit is an amount fixed by the State at the beginning of each tax year. It is approximately equal to the single person's basic State pension.

Normal Retirement Date is your 65th birthday.

Pensionable Pay is your basic annual salary.

Pensionable Service is the number of years and complete days of your contributory membership of the Scheme. Part time service is counted proportionately on the basis of hours worked. Pensionable Service is currently limited to a maximum of 40 years at your Normal Retirement Date or 45 years if you joined the Scheme on or after 1 March 2008. If you opted to transfer your benefits from another registered pension scheme into the Scheme, your Pensionable Service will include the transferred pensionable service.

Principal Employer is Fujitsu Services Limited.

Qualifying Service is the number of years and complete days of your contributory membership of the Scheme plus the period of your membership of any other pension arrangement from which a transfer value has been received.

S2P is the State Second Pension.

Spouse is your wife, husband or registered civil partner.

State Pension Age is the age from which State pensions are paid and is currently the 65th birthday for men and the 60th birthday for women. From 2010 the State Pension Age will be equalised at the 65th birthday for both men and women over a 10 year period. Under current Government plans, the State Pension Age will then increase to the 68th birthday gradually over the period from 2024 to 2046.

Trustee is Fujitsu Comparable Pension Trust Limited.

Upper Earnings Limit is the level of earnings at which benefits under S2P stop being earned. From 6 April 2009 this limit will be frozen at £40,040.

3 WHO CAN JOIN THE SCHEME?

You will be eligible to join the Scheme solely when you receive an invitation from the Company.

Membership of the Scheme is not a condition of employment and you can opt out whenever you wish. There is no specific period of notice you need to give but you must let **HRDirect** know that you wish to leave and they will arrange for your contributions to cease from the month following the date of notification.

If, after opting out, you subsequently change your mind, you will not usually be allowed to rejoin the Scheme. So you should think carefully before you decide to opt out. After opting out you will remain covered for lump sum death in service benefits.

4 CAN BENEFITS BE TRANSFERRED?

The Trustee currently has a policy of not accepting transfer payments for benefits from other pension arrangements except in special circumstances where it may be directed to do so by the Company. If you are advised that you can transfer previous benefits into the Scheme you will usually receive a Pensionable Service credit in exchange.

5 WHAT ARE MY CONTRIBUTIONS?

Your contribution to the Scheme is 5% of your Pensionable Pay.

The Company has established a 'notional salary' for you, which is equivalent to your Pensionable Pay before the deduction of any contributions for the Scheme.

On joining the Scheme you will be asked to give up a part of your pay, equivalent to the gross employee contributions detailed above. In exchange the Company then pays into the Scheme the amount of the contributions you would have paid as if you had paid the contribution directly from your salary.

This arrangement is called 'Salary Swap' and your contributions paid this way are called your 'Salary Swap Contributions'. For the purpose of calculating your benefits, your 'notional salary' will be regarded as your Pensionable Pay.

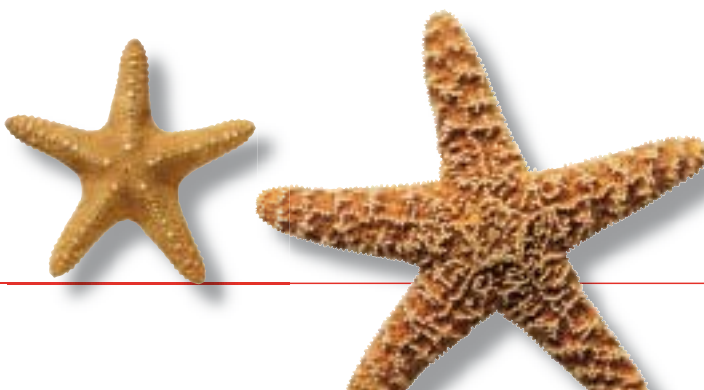
As your salary is formally reduced you pay less in National Insurance contributions. There may be a slight reduction in your entitlement to 'contribution based' State benefits (such as Incapacity Benefits and Jobseekers' Allowance) and possibly to 'earnings related' State benefits (such as Maternity Allowance). Employees whose earnings would fall below the Company's Pay Protection Limit will not be eligible to participate in the Salary Swap arrangement – more information on the Pay Protection Limit is available in the 'Your Choices' section of Café VIK. You will be contacted if this affects you.

Whether you participate in the Salary Swap arrangement or not, you receive full tax relief at the highest rate you pay on your contributions.

You can choose to opt out of the Salary Swap arrangement and pay contributions by direct deduction from your salary. If you wish to opt out you need to contact **HRDirect**. But please remember that you will lose the National Insurance saving you can make through the Salary Swap arrangement, so your take home pay will be less.

Salary Swap Contributions (or contributions through direct deduction from your salary) continue until your Normal Retirement Date or earlier date of retirement, leaving service or death. Should you continue in the Company's employment after your Normal Retirement Date, you may choose to continue paying Salary Swap Contributions (or contributions through direct deduction from your salary) until the date of your retirement or death.

As the Scheme is contracted-out of S2P, your National Insurance contributions are reduced.



6 WHAT DOES THE COMPANY PAY?

The Company meets the cost of the Scheme, after taking account of the members' contributions.

At least once every three years the Scheme's assets and liabilities will be valued by the Scheme Actuary and the Company contribution rate will be calculated on a basis sufficient to ensure that members' benefits are fully funded over the long term.

7 WHAT HAPPENS TO THE CONTRIBUTIONS?

All contributions are paid into a trust fund which is separate from the Company's business. The fund is invested by independent experts appointed by the Trustee. All the Scheme's benefits are being funded. In the case of the lump sum death in service benefit, the Trustee is paying premiums to an insurance company for a policy which it has taken out to provide the benefits.

8 WHAT ARE MY NORMAL RETIREMENT BENEFITS?

On retirement at Normal Retirement Date you will become entitled to a pension, payable for the rest of your life, which is calculated by multiplying 1/60th of your Final Pensionable Pay by the number of complete years of your Pensionable Service, plus a proportionate amount for each additional complete day of such service.

9 CAN I TAKE A CASH SUM AT RETIREMENT?

When you retire you may, if you wish, convert part of your pension to provide a tax-free cash sum. The maximum amount that you can take is 25% of the value of your pension benefits. Your pension will be reduced to take account of any cash sum payable.

10 CAN I RETIRE EARLY?

You can choose to retire early from age 50 with the Company's consent.

From 2010 the Government will increase the minimum retirement age from 50 to 55. However, if you transferred benefits from another registered pension arrangement into the Scheme, you may qualify for protection of this existing right.

Your pension will be based on completed Pensionable Service and Final Pensionable Pay at that date. A reduction will then be made to your pension to allow for its early payment, unless otherwise notified by the Company. You should contact the Pensions Department if you would like an early retirement quote.

You may convert part of this early retirement pension for a tax-free cash sum. You will require the Company's consent if you wish to take your benefits early while still continuing to work for the Company.

11 WHAT BENEFITS ARE PAID IF I HAVE TO RETIRE EARLY BECAUSE OF ILL HEALTH?

If you retire because of Incapacity, you may become entitled to immediate benefits with the consent of the Trustee if you have at least two years' Qualifying Service.

The pension will be calculated as 1/60th of Final Pensionable Pay at the date of your early retirement for every year of Pensionable Service (with a proportionate amount for each additional day). The pension will not be reduced for early payment.

Evidence of continued eligibility for an ill health pension may be required. If at any time before Normal Retirement Date this cannot be provided, or if you earn any other income, the Trustee has discretion to suspend the pension being paid over the period up to your Normal Retirement Date.

You may be able to convert part of your ill health early retirement pension for a tax-free cash sum.

SECTIONS 12&13

12 CAN I RETIRE AFTER MY NORMAL RETIREMENT DATE?

If you remain in the Company's service after Normal Retirement Date, you can either:

- stop participating in the Salary Swap arrangement (or stop contributing to the Scheme through direct deduction from your salary), and
 - take your benefits at Normal Retirement Date; or
 - receive your benefits when you actually retire. Your benefits will be increased between your Normal Retirement Date and the date of your eventual retirement.

You will remain covered for a lump sum benefit on death after retirement as described in section 13;

OR

- continue to participate in the Salary Swap arrangement (or directly contribute to the Scheme) in which case your benefits will be calculated using your Pensionable Service and Final Pensionable Pay at the date you retire.

You will continue to be covered for a lump sum benefit on death in service as described in section 13. Any pension for your Spouse and children will be based on the pension you have earned at the date of your death.

13 WHAT BENEFITS ARE PAYABLE ON DEATH?

Death In Service before Normal Retirement Date

If you die before Normal Retirement Date while employed by the Company, the following benefits will be payable:

- a lump sum of 4 x your Pensionable Pay at the date of your death;
- a pension for your Spouse of one half of your own pension based on your Final Pensionable Pay at the date of your death and your prospective Pensionable Service to Normal Retirement Date.

The Spouse's pension will be paid for the remainder of his or her lifetime unless your Spouse remarries or enters into a new registered civil partnership when it will stop.

If your Spouse is 10 or more years younger than you, the pension may be reduced to take account of the longer period for which it is likely to be paid.

Any Spouse's pension paid will be subject to income tax but its value will not count towards your Spouse's own Lifetime Allowance;

- children's pensions of one half of the Spouse's pension will be payable for each child under the age of 18 (or 23 if in full-time education or vocational training), up to a maximum of two children.

If you had opted out of the Scheme, your death benefits will be as described in section 15.



Death In Service after Normal Retirement Date

If you die after Normal Retirement Date while employed by the Company but before taking your benefits, the following benefits will be payable:

- a pension for your Spouse of one half of your own pension based on your Final Pensionable Pay and completed Pensionable Service as follows:
 - at the date of your death, if you had continued your contributions to the Scheme (or continued to participate in the Salary Swap arrangement), or
 - at your Normal Retirement Date, if you had stopped contributing to the Scheme (and no Salary Swap arrangement is in place).

The Spouse's pension will be paid for the remainder of his or her lifetime unless your Spouse remarries or enters into a new registered civil partnership when it will stop.

If your Spouse is 10 or more years younger than you, the pension may be reduced to take account of the longer period for which it is likely to be paid.

Any Spouse's pension paid will be subject to income tax but its value will not count towards your Partner's own Lifetime Allowance;

- a lump sum benefit of:
 - 4 x your Pensionable Pay if you continued to contribute to the Scheme (or continued to participate in the Salary Swap arrangement) after your Normal Retirement Date, or
 - 5 x the annual amount of your deferred pension calculated on the assumption that you had retired the day before your death if you did not continue to contribute to the Scheme (and no Salary Swap arrangement is in place) after your Normal Retirement Date. If you die after age 75, this benefit will be paid as a pension to your dependants, or if you have no dependants as a lump sum;
- children's pensions of one half of the Spouse's pension will be payable for each child under the age of 18 (or 23 if in full-time education or vocational training), up to a maximum of two children.

Death After Retirement

If you die within five years of the start of your pension, a lump sum will be paid equal in value to the instalments of your own pension which would have been paid from the date of your death to the end of the five year period, ignoring any pension increases that may be granted after your death. If you retire after age 70 and you die within five years of your retirement but after age 75, this benefit will be paid as a pension to your dependants, or if you leave no dependants as a lump sum.

A pension will be paid to your Spouse, if he/she survives you, of one half of your own pension for the rest of his/her lifetime. For the purpose of calculating this pension, any pension you gave up to provide a tax-free cash sum when you retired will be added back to your own pension.

If your Spouse is 10 or more years younger than you, the pension may be reduced to take account of the longer period for which it is likely to be paid.

Any Spouse's pension paid will be subject to income tax but its value will not count towards your Spouse's own Lifetime Allowance.

If on your death you leave any children, pensions will become payable to them on the same basis as those payable on death in service (see under 'Death In Service').

If no Spouse's or children's pensions become payable the accumulated amount of your own contributions (where contributions were deducted directly from your salary) will be refunded plus an allowance for interest as determined by the Scheme's actuary. If you participated in the Salary Swap arrangement an equivalent benefit will be provided.



SECTIONS 14 & 15

14 DO PENSIONS INCREASE DURING PAYMENT?

Your pension will be increased each year in line with the retail prices index, subject to a maximum of 2.5% per annum.

Special increases may apply to any benefits you have transferred into the Scheme. You will be notified of these separately.

Each year, pensions being paid will be reviewed by the Trustee and, with the Company's consent, it may grant an additional increase above the amount guaranteed. This depends on inflation, the financial strength of the fund and other relevant considerations.

Pension increases will take effect on 1st April in each year. A proportionate increase will be granted in the case of pensions which came into payment during the preceding year.

The increases described in this section apply to pensions payable to your Spouse or children.

15 WHAT HAPPENS IF I LEAVE SERVICE OR OPT OUT OF THE SCHEME?

With Less Than Two Years' Qualifying Service

If you have completed less than two years' Qualifying Service, you will usually receive a refund of your member contributions less a deduction for tax (currently 20% on the first £10,800 and 40% on any excess) and less a deduction to reinstate you in S2P. Where a refund would normally be due but you have participated in the Salary Swap arrangement so haven't made contributions directly into the Scheme, the Company will arrange for an equivalent benefit to be paid to you.

If you have completed at least three months' Qualifying Service you may also have the option of a transfer payment to another registered pension arrangement determined in the same way as for those with more than two years' Qualifying Service. You must advise the Trustee of your decision whether or not to transfer within three months of leaving service. If you do not do this, you will be given a refund of your contributions less the deductions described above although if you have participated in the Salary Swap arrangement so haven't made contributions directly into the Scheme, the Company will arrange for an equivalent benefit to be paid to you.

With More Than Two Years' Qualifying Service

If you have completed at least two years' Qualifying Service, you will be entitled to deferred pension benefits payable from your Normal Retirement Date based on your Final Pensionable Pay at, and Pensionable Service completed to, the date of leaving. During the period up to Normal Retirement Date the deferred benefits will currently be increased by the rise in the retail prices index up to a maximum of 5% per annum compound. At their absolute discretion the Trustee and the Company may award additional increases.

Special terms may apply to any benefits you have transferred into the Scheme. You will be notified of these separately.

In the event of your death after you leave the Scheme and before commencement of your pension and before Normal Retirement Date the following benefits become payable:

- a Spouse's pension equal to one half of your own deferred pension including increases up to the date of death;
- children's pensions of one half of the Spouse's pension for each child up to a maximum of two, payable to the child's 18th birthday (or to the child's 23rd birthday where full-time education or vocational training continues up to that age);
- if no Spouse's or children's pensions become payable the accumulated amount of your own contributions (where contributions were deducted directly from your salary) will be refunded plus an allowance for interest as determined by the Scheme's actuary. If you participated in the Salary Swap arrangement an equivalent benefit will be provided.

SECTIONS 16 & 17

Subject to Trustee consent being granted you may draw your deferred benefits before your Normal Retirement Date provided that you are then over the age of 50 (age 55 from April 2010 for most members). The benefits will be based on your deferred benefits at the date of leaving the Scheme, increased as described above up to the date of early retirement and subject to a reduction for early payment based on your age at the date of your retirement.

Instead of a deferred benefit you can request that the value of your benefits is transferred to another registered pension arrangement.

If you choose to transfer, your transfer payment will be calculated on actuarial advice and will usually be an estimate of the lump sum required for investment with a view to providing, at Normal Retirement Date, the benefits to which you are entitled under the Scheme. In providing advice, the actuary will use assumptions which will comply with applicable legislation and actuarial professional guidance notes. The lump sum will reflect your age and the market conditions at the time it is calculated. The lump sum will also take into account the increases described above for deferred pensions, but will not allow for any discretionary increases which might have been granted by the Trustee had your benefits remained in, and been paid from, the Scheme.

You will be provided, within three months of your request, with details of the transfer payment; this figure will usually be guaranteed for three months.

16 WHO ARE CASH SUMS PAID TO AFTER I DIE?

Cash sums payable on death are distributed by the Trustee for the benefit of your dependants and beneficiaries. The Trustee has discretion to decide who should receive the monies and, although they will take account of your wishes, they are not bound by them. Payment is made in this way to ensure that, normally, there will be no liability to taxation on the benefits and it should also enable the money to be paid to the chosen recipient(s) quickly without having to be passed through your estate. To indicate your wishes to the Trustee you should fill in a Nomination of Beneficiary Form, available from **HRDirect**, and return it as indicated on the form. You can also obtain a Nomination of Beneficiary Form through the Self Service facility in Café VIK. You are free to change your nomination at any time and you should consider this if your personal circumstances change.

17 HOW ARE PENSIONS PAID?

All pensions are currently paid on the 18th of the month for that calendar month.

The pension is paid into your bank account or an account with some other financial institution.



SECTION 18

18 CAN I INCREASE MY BENEFITS?

If you wish you may make additional contributions to increase your benefits under the Scheme. This is a tax efficient way of saving for retirement. Any additional contributions you choose to pay will be deducted through the Salary Swap arrangement (see section 5) and are known as 'Additional Swap Contributions'. Additional Swap Contributions will be invested with a leading provider under a group policy taken out by the Trustee.

You can choose whether to pay Additional Swap Contributions during the enrolment procedure for the 'Your Choices' programme each June/July, which will take effect from the following August. You will also have the opportunity to change any level of Additional Swap Contributions that you have already chosen to pay. Further one-off additional contributions may be paid at other times by personal cheque but you will have to reclaim the tax relief due yourself.

You can also change the level of Additional Swap Contributions that you pay during the year if you have what is known as a 'Lifestyle Event'. These are major changes in your personal circumstances, such as marriage, birth of a child or a significant change in your economic situation.

Your Additional Swap Contribution fund is kept separate from your main Scheme benefits and may be used to provide a cash lump sum or to buy additional pension benefits when you retire with a suitable insurance company.

You can choose to opt out of the Salary Swap arrangement and pay additional contributions by direct deduction from your salary.

Further details of the Additional Swap Contribution facility are available on application to **HRDirect**.

Alternatively, you will be able to pay into your own stakeholder or personal pension plan, subject to legal limits (see the definitions of 'Annual Allowance' and 'Lifetime Allowance').



SECTIONS
19 & 20**19 WHAT HAPPENS IF I AM ABSENT FROM WORK?**

If you are absent from work because of ill health the period of absence will count as Pensionable Service for so long as you continue to be paid by the Company. If you are absent, with the Company's agreement, for some other reason, and pay continues, the absence will count as Pensionable Service according to Company policy, but subject to a maximum of 10 years.

In the event of Pensionable Service stopping during absence, you will then be entitled to benefits as if you had left service (see section 15).

If you are absent from work due to maternity, pension contributions of 5% will continue to be paid via Salary Swap unless this would cause your pay to fall below the Company's Pay Protection Limit in which case you will be opted out of Salary Swap.

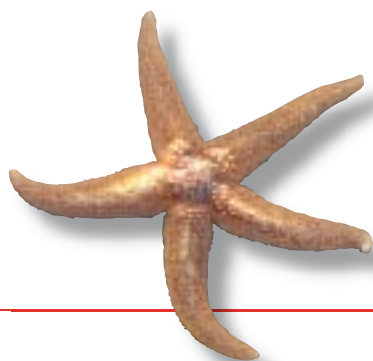
Company pension contributions will continue to be paid at the rate due before you went on maternity leave.

Where you are not receiving Statutory Maternity Pay you may, on your return to work (with the agreement of the Trustee and Company), make up any unpaid contributions. The Company will also pay contributions for the same period. If contributions are not made up, the period will be treated as non-pensionable.

You will be notified of the period of Pensionable Service that will be credited to you during your ordinary and additional maternity leave.

If you qualify for paternity leave your membership of the Scheme will continue as though you were working normally. You will be notified if you need to contribute to the Scheme during paternity leave.

If you take adoption leave, your pension and death benefits will be continued in the same way as for maternity leave.

**20 WHAT ELSE SHOULD I KNOW?****Who Runs The Scheme?**

Responsibility for the operation of the Scheme rests with the Trustee. One-third of the Directors of the Trustee Company are member nominated, the remainder are appointed by the Company. This complies with the provisions of the Pensions Act 2004.

What Assistance Is Available?

If you require assistance concerning your benefits or need information about the Scheme generally, you will be able to obtain this at any time from **HRDirect** or the Fujitsu Pensions Department.

You can contact **HRDirect** at:

Fujitsu Services Limited
Lovelace Road
Bracknell
Berkshire RG12 8SN
Tel: 0870 234 7744 (external) or x 7744 (internal)
E-mail: hrdirect@uk.fujitsu.com

You can contact the Pensions Department at:

Swan House
The Causeway
Staines
Middlesex TW18 3BF
Tel: 0870 234 7788 (external) or x 7788 (internal)
E-mail: group.pensions@uk.fujitsu.com

There are also other avenues through which you can seek assistance.

- **Internal Dispute Resolution Procedure**

Should you have a complaint about your benefits under the Scheme, the Trustee has established a formal procedure to deal with your concerns. Your first point of contact should be:

The Pensions Manager
Fujitsu Comparable Pension Trust Limited
Swan House
The Causeway
Staines
Middlesex TW18 3BF

You will receive a full written response within two months. If the matter is not resolved, you can refer your concerns to the Trustee within six months of the original response.

- **The Pensions Advisory Service (TPAS)**

TPAS operates, with Government backing, a conciliation service, and a member who has a pension query, or has a grievance which he/she considers has not been satisfactorily dealt with can seek assistance from this organisation, whose address is:

11 Belgrave Road
London SW1V 1RB
Tel: 0845 601 2923
Website: www.pensionsadvisoryservice.org.uk

- **Pensions Ombudsman**

The Pensions Ombudsman deals with disputes and cases of maladministration which TPAS has not been able to resolve. His rulings have the authority of a County Court and are binding on all parties, except that an appeal can be made on a point of law to the High Court. Members may seek assistance directly from the Ombudsman (whose address is the same as TPAS) although it is envisaged that the initial contact will normally be with TPAS.

Tel: 020 7834 9144
Website: www.pensions-ombudsman.org.uk

- **Pension Tracing Service**

After leaving service you should maintain contact with the Scheme for so long as you remain entitled to benefits by notifying the Scheme administrator as detailed on your leaving service statement of changes of address.

To help members trace pension rights earned with previous employers the Government has set up a pension tracing service. The Scheme is required to register and pay the appropriate levy. The address of the service is:

The Pension Tracing Service
The Pension Service
Tyneview Park
Whitley Road
Newcastle-upon-Tyne NE98 1BA
Tel: 0845 600 2537
Website: www.thepensionservice.gov.uk

- **The Pensions Regulator**

The Pensions Regulator has a range of powers to help safeguard pension rights of members of pension schemes and is able to intervene in the running of schemes where trustees, employers or professional advisers have failed in their duties and in certain other circumstances. The address of the Pensions Regulator is:

Napier House
Trafalgar Place
Brighton
East Sussex BN1 4DW
Tel: 0870 606 3636
Website: www.thepensionsregulator.gov.uk

Is The Scheme Registered For Tax Purposes?

The Scheme is registered with HM Revenue & Customs for tax purposes. Registration currently gives the following benefits:

- members will usually receive tax relief on their contributions;
- the Scheme's investment return receives favourable tax treatment; and
- lump sums are generally payable tax free.
- There are no limits imposed by HM Revenue & Customs on the amount of benefits that can be provided from the Scheme nor on the amount of contributions that can be paid in. However, any benefits earned in a year in excess of the Annual Allowance or benefits paid in excess of the Lifetime Allowance will be taxed.

Can I Use My Benefits As Security For A Loan?

Because of HM Revenue & Customs' requirements, benefits may not be assigned or used as security for a loan. Such action may result in forfeiture of benefits.

Can The Scheme Be Amended Or Even Discontinued?

The Principal Employer reserves the right to amend or discontinue the Scheme or any section of it at any time. It might, for example, be necessary to consider such action in the event of a major revision of State benefits. Amendments must be approved by the Trustee and comply with legislative requirements.

If the Principal Employer stops its contributions and the Scheme is discontinued and if the assets of the Scheme (its investments) are not sufficient to cover the Scheme's liabilities (the benefits earned by all the members at that date), current pensions law requires the Principal Employer to pay an amount to the Scheme estimated to secure the benefits members have already earned. Due to market fluctuations this amount may not be sufficient to secure benefits earned in full.

SECTIONS 21-24

21 DATA PROTECTION ACT 1998

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

The Trustee and the Company are all regarded as 'Data Controllers' (for the purposes of the Data Protection Act 1998) and can be contacted by writing to the Pensions Manager, Fujitsu Comparable Pension Trust Limited, Swan House, The Causeway, Staines, Middlesex TW18 3BF.

22 WHAT FURTHER INFORMATION IS PROVIDED?

You are entitled to receive information on the operation of the Scheme and on your own benefits. Each year the Trustee will issue a report containing details of the Scheme's financial transactions, its investments and any other important developments. A copy of the report is available on request. In addition, employed members of the Scheme will receive an annual statement setting out their own expected benefits on retirement or death.

All members, including pensioners and members with preserved benefits, will be provided with an annual statement, called a summary funding statement, which provides information on the Scheme's funding position.

On retirement, leaving service or death, full details of the benefits due will be provided to you or your dependants (as appropriate) and quotations will be provided for any options you are interested in.

23 DIVORCE OR DISOLUTION OF A REGISTERED CIVIL PARTNERSHIP

If you get divorced or your registered civil partnership is dissolved part of your pension can be 'earmarked' for your spouse or partner or your pension benefits can be 'shared' with your spouse/partner. The Pensions Department will supply you or your solicitors with the information necessary. Arrangements for dealing with pension rights are complicated so if this situation arises please contact the Pensions Department for further information.

24 STATE PENSION SCHEME AND CONTRACTING-OUT

The State pension arrangements are in two parts:

- a basic flat rate pension (the Basic State Pension) of up to 100% of your earnings up to the Lower Earnings Limit. The amount of this pension depends on your National Insurance record;
- an earnings related part, known as the State Second Pension (S2P), which provides a proportion of your earnings between the Lower Earnings Limit and the Upper Earnings Limit. Both the Lower Earnings Limit and the Upper Earnings Limit are adjusted every 6th April approximately in line with inflation.

As a member of the Scheme you are 'contracted-out' of S2P. This means the benefits that the Scheme provides are normally at least as good as the Government's reference scheme. You will pay lower National Insurance contributions, which still count as 'full contributions' to your Basic State Pension contribution record. Your Basic State Pension will not be affected by your membership of the Scheme.

Your State benefits are paid in addition to any benefits you receive from the Scheme.







The paper used for this booklet was sourced from forests that are managed in accordance with the principles of responsible stewardship. In other words, it promotes environmentally appropriate, socially beneficial and economically viable management of the world's forests.

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Fujitsu Comparable Pension Scheme Booklet

Section E – addendum May 2018

This addendum makes the following changes to the scheme's booklet.

The reference to the **Data Protection Act 1998** on the contents page is deleted and shall be replaced with the words "Data Protection".

Section 21 of the booklet has been updated and now reads as follows:

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

Data Controllers are required to provide certain specified information specified information to individuals whose personal data they process. This information is set out in the Plan's Privacy Notice which can be found at: [Comparable Privacy Notice](#).

Data Protection Legislation means:

- (i) the UK's Data Protection Act 1998 and subsidiary legislation until such time as it is repealed;
- (ii) the UK's Data Protection Bill (HL Bill 74) and subsidiary legislation (if any), in each case, on and from such time as it becomes law;
- (iii) GDPR; and
- (iv) all other laws and regulations relating to the Processing of Data which are in force from time to time in the United Kingdom,

in each case, as interpreted and supplemented by guidance published from time to time by the ICO.