



# YOUR MEMBER GUIDE TO



## Symantec Limited 2015 Defined Contribution Plan

2017 Edition



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## Disclaimer:

We, Invesco and the trustees, have made every effort to make sure that the information in this guidance document is correct and accurate. However, it is possible that there may be inaccuracies or omissions. We and anyone who works for us cannot accept any responsibility for any inaccuracies or omissions or for any loss or damage which may result from any inaccuracies or omissions.

# IT'S YOUR RETIREMENT SCHEME

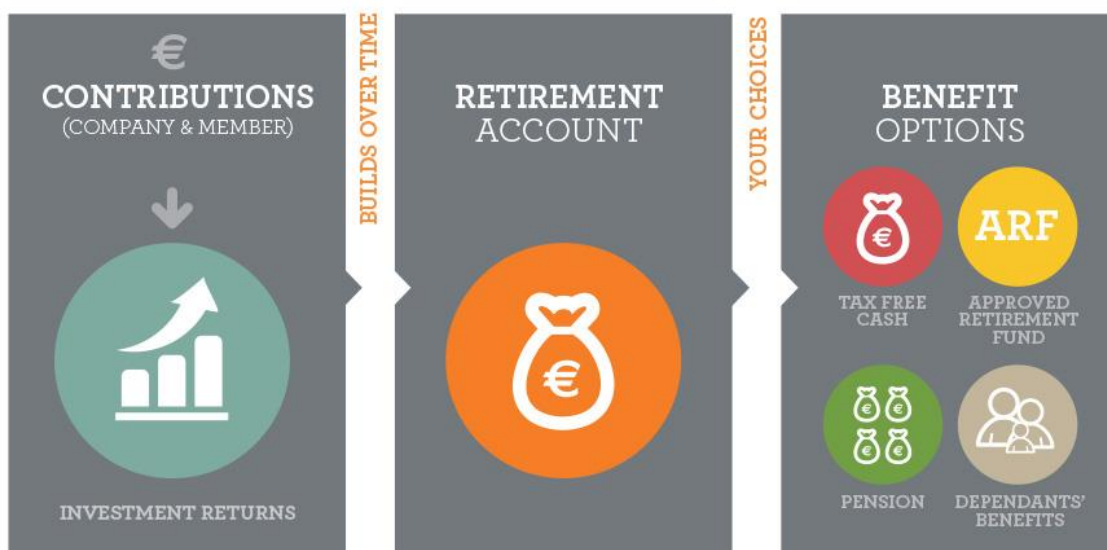
## PENSIONS – A BETTER WAY TO SAVE

A pension scheme is simply a way of saving money to help provide a comfortable retirement. For the majority of us, it's regarded as the best way to save for life after work. The company contributes to your Scheme, and you receive tax relief on your own contributions (if any), making the Scheme a very tax efficient way of saving for your retirement.

The Scheme is designed to be easy and hassle free – contributions are deducted through payroll, tax relief is given at source and if you don't feel like making investment decisions you can allow your contributions to be invested in the Scheme's default investment strategy.

### SO HOW DOES IT WORK?

Your Scheme is a defined contribution scheme. This means that when you retire your benefits will be based on the accumulated value of your Retirement Account. Your Retirement Account is made up of the Company contributions made on your behalf and any contributions that you make/or any Additional Voluntary Contributions that you make to the Scheme, together with any investment return.



## 3 SIMPLE STEPS

### DECIDE ON YOUR CONTRIBUTIONS

**1** Both you and the Company make regular contributions to your Retirement Account.

You can decide to make extra personal contributions known as Additional Voluntary Contributions.

### GROW YOUR RETIREMENT ACCOUNT

**2** The value of your Retirement Account at your retirement date will determine the level of benefits you receive.

The value at retirement will be determined by the contributions made and the investment growth achieved. You can decide how much or how little involvement you wish to have in the investment decisions.

### CHOOSE YOUR BENEFITS AT RETIREMENT

**3** At retirement you can choose the benefits you wish to provide with your Retirement Account.

Benefits may be paid in a number of different ways, including a lump sum and / or recurring income. You do not have to make any decision about your benefits until you retire.

## SO WHEN CAN I JOIN FOR RETIREMENT BENEFITS?

All Eligible Employees will be eligible for retirement benefits on the first day of the month on or after they have joined the Company.

## HOW DO I APPLY?

Membership of the Scheme is not a condition of employment. To formalise your membership of the Scheme you should complete an **Application Form** (available from Ask HR at Ask\_HR@Symantec.com)

## CAN I OPT OUT?

As membership of the Scheme is not a condition of your employment you may choose to opt out of the Scheme for retirement benefits if you wish. However, as membership of the Scheme for retirement benefits is an important part of your benefits package you should consider the following before opting out of the Scheme for retirement benefits.

- Make sure you fully understand how the Scheme works and the benefits available to you at retirement as a member;
- Consider talking to a financial advisor;
- If you wish to opt out of the Scheme for retirement benefits please ensure you understand the possible consequences (if any) on other benefits and if you still wish to opt out, please complete the Waiver Form and send it to Ask HR at [Ask\\_HR@symantec.com](mailto:Ask_HR@symantec.com)
- Whatever you do, don't rush into anything.

## THE SCHEME RULES

This guide provides a summary of your benefit entitlements as a member of the Symantec Limited 2015 Defined Contribution Plan (referred to as 'the Scheme').

Other more formal documents, such as the Trust Deed and Rules and insurance policies, are the legal basis for your benefits and these can be viewed by giving reasonable notice to Invesco, the Scheme administrators. If there is a difference between this booklet and the provisions of the Trust Deed and Rules or any policy documents, then the Trust Deed and Rules will apply.

You should familiarise yourself with the main provisions of the Scheme and keep this booklet in a safe place for future reference. If you have any queries about your benefits, or need clarification on any point, please contact Ask HR at [ask\\_hr@symantec.com](mailto:ask_hr@symantec.com).

# CONTRIBUTIONS TO YOUR SCHEME

## HOW MUCH DO I CONTRIBUTE TO MY RETIREMENT ACCOUNT?

While you are in Service and included in the Scheme for retirement benefits you are required to pay a contribution of 2% of your Salary towards your Retirement Account. The Company may vary the rates at which you are required to contribute to the Scheme subject to notification to you and the Trustees.

## HOW MUCH DOES THE COMPANY CONTRIBUTE TO MY RETIREMENT ACCOUNT?

While you are included in the Scheme for retirement benefits, the Company will make an annual contribution to the Scheme on your behalf of **8% of your Salary**. The Company may vary the rates at which it contributes subject to notification to you and to the Trustees.

## WHAT ABOUT TAX RELIEF?

Subject to current tax legislation, any contribution you make will be eligible for full tax relief at your marginal income tax rate. As your contributions will be deducted directly from your pay before tax, tax relief will be automatic.

## ADDITIONAL VOLUNTARY CONTRIBUTIONS (AVCS)

You may increase your Retirement Account by paying Additional Voluntary Contributions (referred to as "AVCs"). On retirement you may take all or part of your AVCs as a tax free lump sum (up to Revenue maximum, which is inclusive of the tax free cash sum you may decide to take under the Scheme). Any AVCs not used to maximise your tax free lump sum may be used to purchase an additional pension, or to invest in an Approved Retirement Fund.

Under current tax legislation the maximum contribution rate – including both AVCs and ordinary employee contributions – on which you can receive tax relief is determined by your age as set out below. Currently the net relevant earnings/remuneration on which tax relief can be claimed is €115,000.

AGE	MAXIMUM CONTRIBUTION (% OF TAXABLE EARNINGS)	MAXIMUM CONTRIBUTION (USING EARNINGS CAP OF €115,000)
Up to 30 years	15%	€17,250
30 to 39 years	20%	€23,000
40 to 49 years	25%	€28,750
50 to 54 years	30%	€34,500
55 to 59 years	35%	€40,250
60 years or over	40%	€46,000

These limits apply only to employee pension contributions. Company pension contributions can be paid in addition.

### WHAT ARE THE MAIN ADVANTAGES OF MAKING AVCS?

The main advantages of making AVCs include:

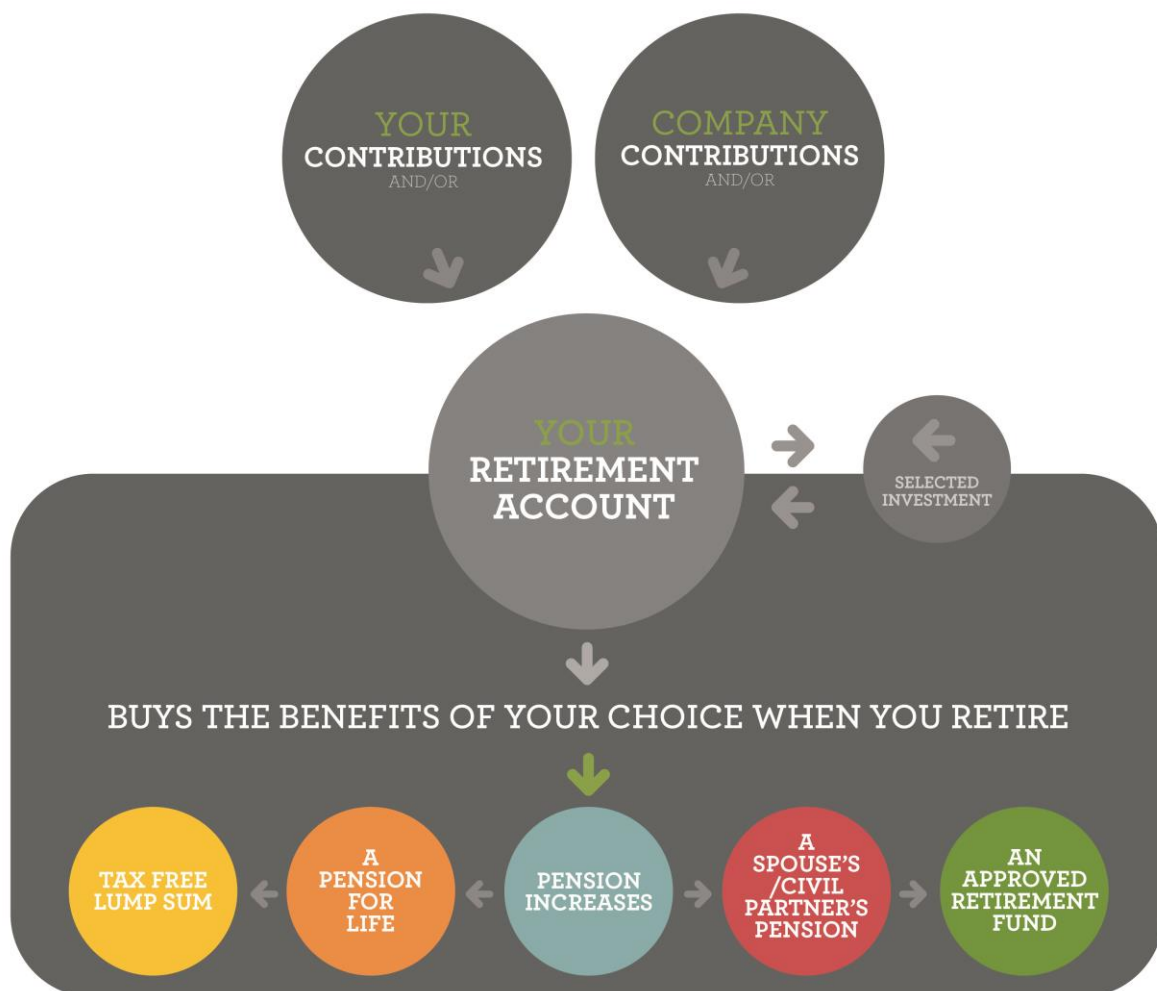
- A tax-efficient long term savings vehicle
- Tax relief on contributions, subject to Revenue limits
- Additional benefits at retirement

### WHEN CAN I MAKE ADDITIONAL VOLUNTARY CONTRIBUTIONS?

All employees of the Company will have the option of making Additional Voluntary Contributions to the Scheme from the date they commence employment.

# BENEFITS ON YOUR RETIREMENT

Your Scheme is designed to provide benefits to you when you retire. The options at retirement are explained in this section.





## WHEN CAN I RETIRE?

In normal circumstances you will retire on your Normal Retirement Date.

With the Company's consent, you may retire early if you are over age 50, or at any time if you are in ill health (subject to satisfactory evidence of ill health and the decision of the Company in this regard shall be final). In exceptional circumstances you may, with the Company's consent defer taking your retirement benefits, if for example you remain in the Company's employment after Normal Retirement Date.

### BENEFIT OPTIONS ON RETIREMENT

On retirement, you can decide to use the accumulated value of your Retirement Account to provide one or more of the benefits set out below.

#### 1. A personal pension

This would be paid to you in monthly instalments and will continue for as long as you live.

You have the option of purchasing a pension which may be either a fixed or increasing annual amount and which may be guaranteed to be payable for a minimum period not exceeding 10 years, irrespective of whether or not you survive for that period.

#### 2. Retirement Lump Sum

You have the option of taking a lump sum when you retire, which is tax free, subject to the limits set by the Revenue Commissioners. (Please refer to the General Information section of this guide for further information).

#### 3. A Pension for your Spouse/Civil Partner/Dependant

In addition to a personal pension you can provide a pension for your spouse, Civil Partner or for another Dependant. This pension would normally commence immediately after your death and be paid for the lifetime of your spouse, Civil Partner or other Dependant.

#### 4. Approved Retirement Fund (ARF) Options

On retirement, instead of buying a personal pension you may invest some or all of your Retirement Account in an Approved Retirement Fund (**ARF** for short) or in an Approved Minimum Retirement Fund (**AMRF** for short). An ARF or AMRF is an investment fund in which you can continue to invest your Retirement Account after retirement and from which you can draw an income during your retirement.

# DEATH IN SERVICE BENEFITS

As a member of the Scheme you are entitled to benefits if you die in Service and the benefits are explained in this section.

## WHEN DO I JOIN FOR DEATH IN SERVICE BENEFITS?

All Eligible Employees are automatically included in the Scheme for death in Service benefits from the date of joining the Company. Please refer to the Terms Explained section at the back of the booklet for an explanation of "Eligible Employee".

## WHAT BENEFIT IS PAYABLE ON DEATH IN SERVICE BEFORE NORMAL RETIREMENT DATE?

### Cash Sum

If you die while working for the Company before you Normal Retirement Date, a cash sum is available to provide benefits to your beneficiaries. The amount payable depends on your circumstances as set out below:

The amount available is the sum of:

**A.**     **4 times** your Salary at the date of your death

**plus**

**B.**     the value of your Retirement Account (if any)

Important – If you were a member of the Previous Symantec Scheme – the Symantec Limited Staff Retirement Plan immediately before joining this Scheme and you had joined the Previous Symantec Scheme on or before 31 December 2012

\*The amount available is the sum of:

A. **6 times** your Salary at the date of your death

**plus**

B. the value of your Retirement Account (if any)

\*On death in Service the Revenue Commissioners impose a limit on the amount that can be paid in lump sum form of 4 times Final Remuneration plus a refund of the value of the member's contributions. Any amount above this limit must be paid in pension form for Dependants.

It is the responsibility of the Trustees to use the above amount to make provision for your Beneficiaries or to pay the amount to your estate. You can advise them of how you would wish the above amount to be paid by completing the Wishes Form available on request from Ask HR at Ask\_HR@Symantec.com. The Wishes form should then be returned to Ask HR who will in turn pass it on to the Trustees for safekeeping. Though legally, your wishes are not binding on the Trustees, they will of course be strongly influenced by them.

## INSURANCE

The sum of 4 or 6 times your Salary as set out above is insured with the Insurers. As the benefit is insured it is subject to underwriting conditions as more fully described below.

## ARE THERE MEDICAL OR OTHER CONDITIONS APPLYING TO MEMBERSHIP?

You may be asked to undergo a medical examination before you join the Scheme in respect of the death in Service benefits or later on during your membership. If such an examination is required you will be advised of the details.

As the death benefits are provided under a policy of assurance with the Insurers it may be necessary to restrict the amount of your death benefit on medical grounds and you will be notified if such a restriction applies in your case. Evidence of your date of birth may also be required.

## WHAT BENEFITS ARE PAYABLE IF I DIE IN SERVICE AFTER NORMAL RETIREMENT DATE?

If, with the permission of the Company, you remain in Service after Normal Retirement Date you will be notified at that time of the benefits you will be entitled to if you die in Service.

# INVESTMENTS

Contributions paid into your Retirement Account will be invested in funds chosen by you from a range of funds nominated by the Trustees. More information about your investment options can be found in the Investment Guide which is available on request from Invesco.

## Disclaimer

While the Trustees and the Company have taken great care in the selection of the investment alternatives, they cannot accept responsibility for any loss that may happen as a result of poor performance of any fund. If the circumstances justify it, the Trustees may switch both existing assets and new contributions to a new fund or to a new investment manager operating similar funds. The trust deed and rules governing the Scheme include the usual provision that the Trustees are not liable for any loss that may be incurred due to poor investment returns as a result of the investments made by the trustees or as a result of investments made following directions from members.

# LEAVING SERVICE

As a member of the Scheme you will be entitled to benefits if you leave Service before you retire. Your benefits on leaving Service are governed by the Rules of the Scheme and the preservation requirements of the Pensions Act 1990 (as amended). Your options on leaving will depend on whether or not you have more than 2 years' Qualifying Service.

Qualifying Service means service completed as a member who is included for retirement benefits:

- in the Scheme;
- in another Company pension scheme; or
- in another pension scheme of an employer other than the Company from which an amount has been transferred into the Scheme on your behalf.

It will exclude any service that you have been notified will not count towards retirement benefits.

## IF YOU HAVE LESS THAN 2 YEARS' QUALIFYING SERVICE COMPLETED

- You may receive a refund of the value of your own contributions less tax, or
- You may leave the value of your Retirement Account invested in the Scheme, or
- You may transfer the value of your Retirement Account to a new employer's scheme or to a Revenue approved pension arrangement in your own name

## IF YOU HAVE MORE THAN 2 YEARS' QUALIFYING SERVICE COMPLETED

- You may leave your Retirement Account invested in the Scheme, or
- You may transfer the value of your Retirement Account to a new employer's pension scheme or to Revenue approved pension scheme in your own name

## WHEN CAN I TAKE A CASH REFUND?

Under the Pensions Act, 1990 you may only receive a refund of the value of your own contributions (if applicable) if you leave having completed less than 2 years' Qualifying Service. Tax is deducted from all refunds, currently at the rate of 20%.

## TRANSFERS BY THE TRUSTEES

The Trustees may transfer your entitlement under the Scheme to another scheme of the Company, or to a Revenue approved policy or contract of assurance, without your consent in certain circumstances, for example where more than two years have elapsed since you left the employment of the Company and your entitlements are below a certain statutory limit. You will be notified if the Trustees intend to make such a transfer.

# TEMPORARY ABSENCE

## WHAT HAPPENS TO MY BENEFITS IF I AM TEMPORARILY ABSENT FROM SERVICE?

If you are on statutory minimum maternity leave (currently 26 weeks), or adoptive leave (currently 24 weeks), you will continue to be a member of the Scheme. As long as you are paid by the Company during this period then you will continue to contribute to the Scheme and the Company will continue to make contributions to the Scheme on your behalf. You will continue to be covered for death in Service benefits during this period of statutory leave, subject to the requirements and conditions of the insurer.

If, with the Company's permission, you are on any form of unpaid leave while a member of the Scheme, then you will not be required to contribute to the Scheme and the Company will not be contributing to the Scheme on your behalf during this period. However, you may at the discretion of the Company continue to be covered for death in Service benefits during this period, subject to the requirements and conditions of the Insurer. You will be notified if you continue to be covered for death in Service benefits during unpaid leave.

# GENERAL INFORMATION

## Taxation

Under current tax legislation on retirement, pension payments are treated as earnings for tax purposes and are, therefore, subject to tax and other statutory deductions in the same way as salary payments.

Lump sum death benefits are normally free of income tax up to the applicable Revenue limits.

Your contributions to the Scheme qualify for tax relief subject to the Revenue limits.

Subject to limits set by the Revenue Commissioners lump sums of up to €200,000 can currently be paid tax free. Lump sums of between €200,000 and €500,000 are currently taxed at the standard rate of income tax (currently 20%). Lump sums in excess of €500,000 are currently taxed at your marginal rate of income tax and are subject to the Universal Social Charge. These are lifetime limits which are inclusive of any retained benefits you may be entitled to.

## Relevant legislation

The Scheme is approved by the Revenue Commissioners as an exempt approved scheme under Chapter 1 of Part 30 of the Taxes Consolidation Act, 1997 and the Scheme must at all times be operated in compliance with that legislation. The Scheme is established under irrevocable trusts and its assets are entirely separate from those of the Company. All benefits provided by the Scheme are funded. The Trustees have fully insured the death in Service benefits payable on the death of a member.

The Scheme must also comply with the requirements of the Pensions Act, 1990 as amended). It has been registered with the Pensions Authority (Registration Number: PB 159355) and is a defined contribution scheme for the purpose of the Pensions Act, 1990.

Your retirement and death benefits could be subject to a Pension Adjustment Order in the event of judicial separation, divorce or dissolution in the case of civil partnership or qualified co-habitants. These orders are secured under the Family Law Act, 1995, the Family Law (Divorce) Act, 1996 and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010. Further information about the operation and impact of Pension Adjustment Orders may be obtained from the Pensions Authority.

## Amendments and Termination

The Company has reserved the right to stop contributing to the Scheme. This action would usually result in the Scheme being wound up by the Trustees and benefits being secured in accordance with the Scheme and the Pensions Act, 1990.

The Company with the consent of the Trustees may amend the Scheme at any time and there are no significant conditions on exercising the amendment power.

In accordance with the requirements of the Pensions Act, 1990 the Trustees will notify you in the event of the amendment or termination of the Scheme.

## Dispute Resolution Procedure

The Trustees have established an Internal Disputes Resolution Procedure in accordance with the requirements of Article 5 (1) of the Pensions Ombudsman Regulations, 2003 for dealing with complaints and disputes. Under the terms of this procedure, if you are a beneficiary or prospective beneficiary under the Scheme and you have a complaint about financial loss caused by maladministration, or a dispute of fact or law in relation to any act done by or on behalf of the persons responsible for administering the Scheme, then you can make an application to the Trustees for a determination in relation to the complaint or dispute.

The application can be given to Gillian Bonney ([gillian\\_bonney@symantec.com](mailto:gillian_bonney@symantec.com)) who will pass it on to the Trustees. This application should include your name, date of birth, address, a statement of the nature of the complaint and a detailed explanation of why you are aggrieved. The Trustees may seek further information that they consider relevant.

The Trustees will consider the matter and issue a written determination. Depending on the nature and complexity of the matter under consideration, the Trustees may take up to but no longer than 3 months to issue their determination after all the necessary information has been received. A determination is not binding unless you so agree in writing.

If you are not satisfied with the determination, you can refer the complaint or dispute to the Pension Ombudsman. There is an initial form that should be used and this can be obtained from The Office of the Pensions Ombudsman, 4<sup>th</sup> Floor, Lincoln House, Lincoln Place, Dublin 2, (01) 6766002 ([info@pensionsombudsman.ie](mailto:info@pensionsombudsman.ie)). If at any time you require further information you can refer to an information booklet produced by the Office of the Pensions Ombudsman which is available at the address mentioned above.

## Standard Fund Threshold

There is a statutory limit on the capital value of pension benefits that any person can draw down from tax relieved pension products. The current limit is € 2,000,000. If, on retirement your overall pension benefits exceed this amount, a higher rate of tax is charged on the excess.



## State entitlements

At present, subject to you meeting certain qualifying conditions, you will be entitled to a State Pension in addition to the pension benefits from the Scheme.

The Social Welfare and Pensions Act 2011 made a number of changes to the qualifying age for State pensions. With effect from 1 January 2014 the State pension is payable from age 66, and

- If you were born on or after 1 January 1955 the minimum qualifying State pension age will be 67
- If you were born on or after 1 January 1961 the minimum qualifying State pension age will be 68

An additional supplement in respect of your dependants, may also be payable, further details regarding this and other Social Welfare benefits are to be found at [www.welfare.ie](http://www.welfare.ie).

## Assignment of benefits

You may not use your Scheme benefits as security for a loan nor may you assign them to a third party.

# INCOME CONTINUANCE PLAN

The Trustees have been advised by the Company that currently (i.e. at the date of this edition of the Explanatory Booklet) the Company has an Income Continuance Plan ("the Plan") in place. The Plan has been established and administered by the Company and is separate from the pension Scheme which is administered by the Trustees.

The Company has advised the Trustees that currently, as part of the Plan, certain payments are made to the Scheme in respect of employees who are receiving a benefit from the Plan and are also members of the Scheme. In accordance with the provisions of the Pensions Act, the Trustees are required to provide the following information about the interaction between the Plan and the pension Scheme.

## WHAT COMPANY AND EMPLOYEE CONTRIBUTIONS CONTINUE TO BE PAYABLE? HOW ARE THEY FUNDED?

While you are receiving benefit under the Plan, both Company and Employee contributions will continue to be paid to the Scheme at the rates applicable as at the Scheme Review Date prior to your disability. The insurance company that insures the Plan pays the cost of these contributions.

## DO THEY ESCALATE AND IF SO AT WHAT RATE?

The amount of the contributions to the Scheme each year will not escalate unless the Company, at its discretion, having agreed this with the insurance company that insures the Plan, decides otherwise. You will be notified if increases apply,

## WHAT IS THE DEATH IN SERVICE BENEFIT WHILE IN RECEIPT OF INCOME CONTINUANCE BENEFIT? DOES IT ESCALATE AND IF SO HOW?

Death in Service benefits are based on your Salary as at the Scheme Review Date prior to disability. The death in Service benefit is fixed as at that date and does not increase.

## WHAT PENSION BENEFITS DO I QUALIFY FOR IF EMPLOYMENT IS TERMINATED WHILE IN RECEIPT OF INCOME CONTINUANCE?

Your benefits will be as set out in the **Leaving Service** section of the booklet.

# WHO'S WHO?

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COMPANY	Symantec Ltd and any associated company participating in the Scheme
TRUSTEES	Aidan Flynn Liam Ward Sinead Doherty
INVESTMENT MANAGERS	Irish Life Investment Managers Beresford Court Beresford Place Dublin 1  Zurich Life Assurance plc Zurich House Frascati Road County Dublin  Standard Life Investments Limited 90 St Stephen's Green Dublin 2
INSURER	Irish Life Assurance plc Lower Abbey Street Dublin 1
CONSULTANTS/ ADMINISTRATOR	Joe Fitzpatrick Invesco Limited 2 Sandyford Business Centre Burtonhall Road Sandyford Dublin 18
FOR FURTHER INFORMATION:	Invesco Limited 2 Sandyford Business Centre Burtonhall Road Sandyford Dublin 18
PENSIONS AUTHORITY:	Verschoyle House Lower Mount Street Dublin 2 PB 159355
PENSIONS OMBUDSMAN:	4 <sup>th</sup> Floor Lincoln House Lincoln Place Dublin 2

# TERMS EXPLAINED

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## AVCs

Additional Voluntary Contributions

## ANNUITY

An annuity is a life assurance product which, beginning at your retirement, pays you a guaranteed income (i.e. a pension) for the rest of your life.

## BENEFICIARIES

include the following

- Dependants (see below)
- your spouse (including former spouse), siblings and other relatives
- any person you have included in your Wishes Form
- any person entitled to a benefit under your Will or on intestacy
- your Civil partner (including a former Civil partner)

## CHILD/CHILDREN

“Child” means a child (including non-marital children, step-children, legally adopted children or a child for whom you are the legal guardian) under the age of 18 years, or under 23 if in full-time education or vocational training. There is no age limit if a child is mentally or physically incapacitated.

## CIVIL PARTNER

Means either of two persons of the same sex who are parties to a civil partnership which has been registered in Ireland or is recognised as a foreign civil partnership.

## COMMENCEMENT DATE

Means 2 October 2015

## DEPENDANTS

include any of the following

- means your Child or Children
- Any person who is or was at the time of your death financially wholly or partially dependent on you
- your spouse or Civil Partner

## ELIGIBLE EMPLOYEE

means an employee who satisfies the following qualifications:

- he/she is aged less than 65 years and more than 18 years
- he/she is not accruing benefits under any other of the Company's pension schemes, unless the Company, in the case of any particular employee decided otherwise.

## FINAL REMUNERATION

means the highest definition of earnings that the Revenue Commissioners have decided may be taken into account.

## NORMAL RETIREMENT DATE

means your 65th birthday or any other date as the Company may specify and notify in writing.

## PREVIOUS SYMANTEC SCHEME

Means Symantec Limited Staff Retirement Plan which was established with effect from 1 November 1991

## RETIREMENT ACCOUNT

means the accumulated value, taking into account investment returns/losses and any deductions in respect of fees, charges, taxes or levies, that the Trustees, the Member or the Scheme is liable for, of

- the contributions paid by the Company on your behalf towards retirement benefits
- any employee and Additional Voluntary Contributions that you pay, and
- any amount transferred to the Scheme from a previous pension plan of which you were a member.

Any benefit that you may be entitled to from the Scheme, other than the insured death in Service benefit, will depend on the value of your Retirement Account at the time the benefit is payable.

## SALARY

means your basic annual rate of salary (excluding bonus, overtime, commissioner other variable elements of pay)

## SCHEME REVIEW DATE

means 1 October in each year.

## SERVICE

means service in the employment of the Company.



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