

## Ombudsman's Determination

Applicant	Mr D
Scheme	Jacobs Douwe Egberts UK Pension Plan – Courtaulds Section <b>(the Plan)</b>
Respondent	Barnett Waddingham LLP the Administrator for the Plan <b>(the Administrator)</b>

## Outcome

1. Mr D's complaint is upheld in part. To put matters right the Administrator shall pay Mr D £500 in recognition of the significant distress and inconvenience which he has suffered.
2. My reasons for reaching this decision are explained in more detail below.

## Complaint summary

3. Mr D has complained that the Administrator failed to provide him with hard copies of his pension benefit statements and only provided these when specifically requested in February 2022 (**the February Statement**) and December 2022 (**the December Statement**). In addition, online portal access was not provided until March 2023 which caused him distress and inconvenience.
4. Mr D has said he suffered financial loss due to the reduction in his annual pension and tax-free cash that occurred between the two statements and would like the amount stated in the February 2022 statement re-instated.

## Background information, including submissions from the parties

5. The sequence of events is not in dispute, so I have only set out the main points.
6. Between 1 February 1985, and 31 July 2000, Mr D was a member of the Plan.
7. On 5 April 1997, the rules which govern the current Plan (**the Plan Rules**) came into effect. Section 12 of the Plan Rules dealt with calculation of benefits and is included in Appendix One.

8. On 4 September 2018, Mr D received retirement advice from his financial advisor (**the IFA**) on his projected annual pension.
9. On 24 June 2021, Mr D received a letter which stated that from 1 August 2021, the Administrator would replace the previous administrator, Mercer. No further action would be required, and Mr D would be sent a letter in the coming months to advise on how to register for online access.
10. On 7 January 2022, Mr D telephoned the Administrator for further information about the Plan and was advised that he would be sent a letter with further information during January 2022.
11. On 27 January 2022, Mr D telephoned the Administrator again as he had not received any correspondence. He was advised that no online access to deferred pensions would be available until after June 2022, due to poor quality of data received from Mercer. Mr D requested a personal statement for a planned retirement date of 6 April 2023.
12. On 8 February 2022, Mr D received the February Statement. This stated Mr D's pension benefits with a proposed retirement date of 6 April 2023 as follows:
  - Option A: £18,976.76 per annum or;
  - Option B: £93,666.62 lump sum in tax free cash and an annual pension of pension £14,741.45.
13. In November 2022, a revaluation of Mr D's pension benefits occurred to ensure the correct calculations were used in line with the Plan Rules.
14. On 21 December 2022, following a telephone call Mr D received the December Statement that showed a significantly lower value. This statement showed a later retirement date of 1 May 2023 and the following estimates:
  - Option A: an annual pension of £17,129.48; or
  - Option B: £82,851.85 lump sum in tax free cash and an annual pension of £13,119.23.
15. On 3 January 2023, Mr D telephoned the Administrator and queried the lower amounts in the December Statement. He was advised a revaluation of his deferred benefits had been made in November 2022, but he had not been informed of this. He lodged a verbal formal complaint.
16. On 5 January 2023, Mr D received a letter from the Administrator, which did not uphold his complaint.
17. On 15 February 2023, Mr D formally complained to the Administrator. On the same day he also complained to The Pensions Ombudsman (**TPO**).

18. On 11 April 2023, Mr D received a formal response to his complaint from the Administrator on behalf of the Trustee under the Plan's Internal Dispute Resolution Procedure (**IDRP**), which did not uphold his complaint.
19. On 5 February 2024, the Administrator sent TPO its formal response.

### **Summary of Mr D's Position**

20. Mr D submits:-

- He had not been aware that a revaluation of his pension entitlements had been made in November 2022. If the revaluation took place during November 2022, he would have expected to be informed of the potential impact before the December Statement was issued.
- Errors were identified in previous calculations, and the February Statement had applied compounding incorrectly, using 2% per quarter compounded, rather than 2% multiplied by the total number of quarters between age 55 (normal retirement age due to redundancy) and his actual retirement age of 61. This resulted in lower benefits than those originally shown.
- The December Statement included revised calculations, supported by legal and actuarial advice which confirmed that the previous calculation method used in the February Statement was not in line with the Plan Rules.
- With less than four months until his planned early retirement, he was faced with a significantly lower pension than that stated in the February Statement. Based on male life expectancy of 84 years and Option B, he said this represented a reduction of approximately £48,000, without annual increases.
- He believed it was reasonable to expect financial and compensatory redress given the extent of the error and its impact.
- He felt misled by the inaccurate February Statement, which he had only received following his own specific request.
- The Plan had maintained a healthy position from 2018 to 2021, and no reduction in benefits had previously been anticipated.
- The December Statement, which showed a lower pension amount, included no explanation for the reduction. This was unexpected and caused Mr D confusion and concern.
- He had already informed his employer of his intention to retire around April 2023, based on the information contained in the February Statement.
- His complaint was logged with the Administrator on 3 January 2023, and an explanatory letter of 5 January 2023 followed. It appeared the calculation error

was already known to the Administrator, which suggested that other scheme members may also have been affected.

- He disagreed with the claim that no information could have been shared once the error was identified. If he had not requested the December Statement, he might never have been informed of the issue, as he assumed the February Statement had been thoroughly checked before being issued.
- No consideration was given to the irreversible decisions and expenditures he had already made in reliance on the February Statement.
- The February Statement had been fundamental to his retirement planning and timing. Having already given six months' notice, it was not practical for him to remain in employment beyond April 2023.
- Although the Administrator stated that preserved members would not receive benefit statements, the letter of 24 June 2021 said the Administrator had promised online access.
- No online access was ever provided, despite such functionality having been available through the previous administrator since December 2008.
- He believed the Administrator failed to meet its obligations and its claims of exceptional customer care.
- He remained uncertain whether the change in benefits resulted from a specific calculation error or from a discretionary administrative decision to apply lower benefits.

## **Summary of the Administrator's Position**

21. The Administrator submits:-

### *Pension value revaluation*

- Following the issue of the February Statement, the Administrator identified that some elements had been calculated using methods not in line with the Plan Rules, which resulted in the December Statement showing a lower estimated value of Mr D's pension benefits.
- Specifically, Mr D's pension revaluation between ages 55 and 61 had been compounded at 2% per quarter, instead of applying  $2\% \times$  the total number of quarters. This was a linear, non-compound approach.
- The Trustee had a fiduciary obligation to ensure that all benefits were paid in accordance with the Plan Rules. Mr D's revalued benefits were calculated as: £82,851.85 tax-free cash, £12,427.27 annual pension plus £691.45 supplementary pension, a total of £13,119.23.

*Access to online services*

- Prior to the change of administrator in 2021, there was no online access available to Plan members, including the ability to view documents or run benefit estimates.
- While the rollout of the self-service portal was later than expected, this represented no reduction in member experience compared with what was previously available.
- A comprehensive review of data and benefits was undertaken to ensure they were in line with the Plan Rules and legislation, and the portal for deferred members was activated in late February 2023.

*Fall in value between the February Statement and December Statement*

- Mr D's pension comprised of two components. The first being the Guaranteed Minimum Pension (**GMP**) and second being non-GMP scheme pension. Each had different revaluation rules before and after retirement.
- The difference arose from how the GMP was increased between Mr D's leaving date and his 55<sup>th</sup> birthday.
- The February Statement applied a fixed GMP revaluation rate of 6.25% per annum, in line with legislation.
- A later review determined that a different, approach, compatible with the Plan Rules, should be used. This revalued the GMP in line with RPI/CPI like the non-GMP element in order to meet the Plan Rules and legal requirements.
- The RPI/CPI approach was adopted because male members were only entitled to the fixed-rate calculation if they retired at 65, whereas for redundant members the RPI/CPI method applied. Pension value depended on the age of payment and the annual amount at that date.
- The February Statement overstated the pension payable from 55, which effectively gave double credit for the more generous approach and early payment.
- Since February 2022, actuarial factors have changed slightly and are now more favourable for late retirement. This was reflected in communications with Mr D.

*Overall service quality*

- Significant work on member data accuracy and legal clarification of the Plan Rules had led to 98% service-level performance over the past six months.
- The Administrator apologised and noted that the December Statement should have been compared to the February Statement rather than waiting until Mr D raised his concerns.

## **The Pensions Ombudsman's position on the Provision of Incorrect Information**

22. The basic principle for negligent misstatement (in the absence of any additional legal claim) is that a scheme is not bound to follow incorrect information, e.g. retirement quotes, transfer values or early retirement. A member is only entitled to receive the benefits provided for under the Plan rules, i.e. those based on correct information accurately reflecting the Plan rules.
23. Broadly, the Ombudsman will provide redress if it can be shown that financial loss or non-financial injustice has flowed from incorrect information given. For example, the member may have taken a decision in the expectation of receiving the higher benefits which they would not otherwise have done, such as retiring early. The Ombudsman will also consider whether it is more likely than not that a member relied on the incorrect information to their detriment and that it was reasonable for them to do so. An example of this is where the member had already decided to take early retirement before receiving the incorrect information. In this case it is unlikely that any claim for financial loss would be upheld on that basis alone.
24. The above sets out the Ombudsman's views very generally on the application of, negligent misstatement. It is for guidance only; each case will turn on its own facts.

## **Adjudicator's Opinion**

25. Mr D's complaint was considered by one of our Adjudicators who concluded that no further action was required by the Administrator as there had not been a negligent misstatement. However, Mr D was entitled to a payment for the non-financial injustice he had suffered. The Adjudicator's findings are summarised below:-
  - The Adjudicator stated that the Administrator had acknowledged the February Statement contained incorrect figures and in his opinion, this constituted a clear and unequivocal representation.
  - The Adjudicator then considered whether it was reasonable for Mr D to have relied upon the representation. The February Statement gave Mr D two options for taking his pension benefits. He relied on this information when planning his early retirement and had given six months' notice to his employer. By the time the December Statement had been issued, Mr D had already taken irreversible steps based on the representation.
  - The Adjudicator said that the Administrator had argued the Trustee had a fiduciary duty to provide benefits strictly in line with the Plan Rules and a revaluation in November 2022 led to a lower amount of pension benefit entitlement in the December Statement.
  - The Adjudicator said the revaluation of his pension benefits was not the sole factor which influenced Mr D's decision to take early retirement. However, the Administrator also failed to inform Mr D that a revaluation of his pension benefits

had occurred in November 2022, before Mr D requested the December Statement. Therefore, it was reasonable for Mr D to have relied upon the representations made in the February Statement.

- In the Adjudicator's opinion Mr D was only entitled to the benefits payable to him under the Plan Rules. In order to establish an actual financial loss Mr D must have demonstrated he acted on the incorrect information and suffered an irreversible financial detriment.
- The Adjudicator said that based on the evidence provided there was no indication that Mr D could not have continued working for his employer in another capacity and to his knowledge had not sought to return to employment. As Mr D had also been planning his retirement for some time, the Adjudicator did not consider the February Statement to have been the sole factor which influenced his decision to retire early.
- In the Adjudicator's opinion, Mr D could have mitigated any potential financial loss by delaying his retirement. The Adjudicator was not aware Mr D had taken any further steps to mitigate potential loss. Therefore, in his opinion, Mr D had not suffered an irreversible financial loss as he had only received the pension benefits to which he was properly entitled.
- The Adjudicator said that under UK Legislation, a deferred member of a Defined Benefit Scheme (**DB Scheme**) is entitled to receive a statement of entitlement upon request, therefore in his opinion the Administrator and Trustee had met their legislative obligations. The relevant provisions are set out in Appendix Two.
- The Adjudicator considered Mr D's concerns regarding his lack of access to the online portal. In his opinion while this was available as part of the service provided by the previous administrator, online access was a new service from the Administrator which had only recently been introduced as part of its administration process. While it was unfortunate that Mr D had not been granted earlier access it was not within the remit of the Pensions Ombudsman to direct how an administrator delivered its services provided it met its overriding statutory obligations.
- The Adjudicator agreed with Mr D that he would not have become aware of the revaluation had he not requested the December Statement, The Administrator should have informed Mr D of this revaluation, therefore in the Adjudicator's view this fell short of the service and communication standards reasonably expected from an administrator.
- In the Adjudicator's view, Mr D had suffered significant distress and inconvenience due to the Administrator's maladministration. He was of the opinion that an award of £500 for non-financial injustice was appropriate in the circumstances.

26. Mr D agreed with the Adjudicator's Opinion, however raised the following points:

- He agreed that members could only receive the benefits to which they were entitled. However, he was concerned that an assumption had been made about his reasons for retirement. He maintained his reasons for retirement were private and took into account many different aspects.
  - He said it was not necessary to state reasons or justifications, and a significant aspect of his retirement planning was based on the February Statement. He was also concerned that an assumption had been made that he had not taken further steps to mitigate his potential financial loss.
27. The Administrator did not respond to the Adjudicator Opinion, so the complaint was passed to me to consider. I agree with the Adjudicator's Opinion.

### **Ombudsman's decision**

28. Mr D has complained that the Administrator failed to provide him with hard copies of the February Statement and December Statement and only provided these when specifically requested. In addition, online portal access was not provided until March 2023, which caused him distress and inconvenience (First Complaint).
29. Mr D also complained that the benefits quoted in the December Statement were significantly less than in the February Statement. He said he suffered financial loss due to the reduction in his annual pension and tax-free cash that occurred between the two statements and, by way of remedy, asks for the amount from the February Statement to be re-instated. He has also complained that such a significant shortfall just as he was about to retire early as planned has caused him significant distress and inconvenience (Second Complaint).

#### *First Complaint - Online Portal access and overall service satisfaction*

30. I do not uphold the First Complaint. There was no obligation on the Administrator to provide regular benefit statements either in hard copy or online to Mr D as a deferred member of the Plan. The February Statement and the December Statement were provided on request. I find no maladministration in there having been no online portal or automatic provision of benefit statements.

#### *Second Complaint*

31. Mr D's Second Complaint is essentially that the Administrator should be required to provide benefits of the amounts quoted in the February Statement. The obligation of the Administrator, and indeed the trustees, is generally only to pay the benefits provided for under the Plan Rules (subject to applicable legislation). Mr D is only entitled to his correctly calculated benefits under the Plan Rules. It is not disputed and I accept that the benefits provided for in the December Statement are correct and calculated in accordance with the Plan Rules. The Administrator has also provided an explanation as to the discrepancy between the February Statement and the



December Statement and the error that arose in the calculation of benefits for the February Statement.

32. While the general principle is that the benefits must be paid in accordance with the Plan Rules, there are two bases on which different benefits or compensation may be payable where a misstatement has been provided to a member: negligent misstatement and estoppel by representation.

*Negligent misstatement*

33. If the Administrators had negligently misstated Mr D's benefits in a statement that he was reasonably expected to rely on when taking some decision (such as a decision to retire) and Mr D had reasonably acted in reliance on the misstatement in taking an irreversible decision or incurring some expense which he would not have done without the misstatement and incurred some financial loss as a result, I may direct the Administrator to pay compensation to put Mr D in the position he would have been in if the correct information had been provided. I acknowledge this is not quite what Mr D is asking for as he has asked for benefits to be paid in line with the February Statement.
34. I agree with the Adjudicator and find that a representation was made in the February Statement which was clear and unequivocal and incorrect. However, I find no compensation is payable to put Mr D in the position he would have been in if he had been provided with the correct information, i.e. if the information provided in the December Statement had been provided in February. In particular, Mr D has not supplied any evidence that he suffered any financial loss on the basis of irreversible decisions made that he would not have made if he had had the information provided in the December Statement in February.
35. Mr D has stated that his early retirement was planned and was not based primarily or principally on the February Statement. He has stated that his reasons for retirement are private and only partly based on the February Statement. I respect this but it does not provide me with evidence that he suffered a financial loss in consequence of the incorrect information in the February Statement. Mr D has also not shown that he could not have continued working for his Employer or elsewhere or that he sought to return to work once the correct information was provided in December or otherwise mitigated any loss.

*Estoppel*

36. Estoppel is a legal principle that prevents a party from asserting something contrary to what they have stated in a previous statement notwithstanding that the previous statement was incorrect. For instance, it would prevent the Administrators paying only the correct benefits payable under the Plan Rules if that is less than was stated to be payable in the February Statement notwithstanding that the latter was incorrect. For estoppel to apply there must be a clear and unambiguous statement made by the Administrators; Mr D must have relied on this statement in making an irreversible decision or incurring expenditure which he would not otherwise have made; and he

must have suffered some financial loss or other harm as a result. It must be also be shown that in all the circumstances it would be wholly unfair (unconscionable) to allow the Administrators to pay only the benefits payable under the Plan Rules and not to honour the February Statement even though the latter was incorrect. Mr D's complaint is that he would like the benefits quoted in the February Statement to be paid to him rather than his correct benefits under the Plan Rules or as quoted in the December Statement and it appears that he is seeking that I find an estoppel.

37. I agree with the Adjudicator that the February Statement was a clear and unambiguous statement. However, I also agree with the Adjudicator, and for the same reasons as above, that the evidence provided does not show that Mr D took an irreversible decision on the basis of the February Statement. I do not find that Mr D could not have continued working for his Employer or in some other employment or that Mr D had sought to return to work. Mr D has stated that the February Statement was not the sole basis for his decision to retire early which he has stated was pre-planned. I also find that while Mr D responded to the Adjudicator's Opinion, no subsequent evidence has been submitted which would indicate Mr D had taken appropriate steps to mitigate any potential financial loss.
38. I also do not find that in all the circumstances it would be wholly unfair or unconscionable to allow the Administrators to pay Mr D's benefits in accordance with the Plan Rules and not to hold them to paying the higher benefits incorrectly quoted in the February Statement.
39. As such, I agree with the Adjudicator's Opinion and find that Mr D should only receive the pension benefits to which he was entitled under the Plan Rules and that his claim for benefits to be paid in accordance with the February Statement does not succeed.

#### *Provision of Pension Statements*

40. I agree with the Adjudicator and find that both the Administrator and Trustee met their legislative obligations on the provision of statements of entitlement under a DB Scheme.

#### *Non-financial injustice*

41. I will only direct redress if it can be shown that financial loss or non-financial injustice has stemmed directly from the incorrect information given. I find that the provision of incorrect information in the February Statement was maladministration, notwithstanding that the Administrators had inherited the data and systems from the previous administrators, and that in receiving incorrect information that was only corrected in the December Statement which was provided at his request and shortly before his planned early retirement, would have caused Mr D significant distress and inconvenience. I agree with the Adjudicator and find that Mr D is entitled to a distress and inconvenience award in respect of the significant non-financial injustice which he has suffered.

**Directions**

42. To put matters right, the Administrator shall, within 28 days of the date of this Determination:

- (i) pay Mr D £500 for the significant distress and inconvenience he has experienced;

**Camilla Barry**

Deputy Pensions Ombudsman  
19 December 2025

## Appendix One

### Extracts from the Plan Rules

#### 12. PENSION INCREASES AND CALCULATION OF BENEFITS

Subject to Rule 12A

- (1) That part of each Pension, Deferred Pension and Postponed Pension (if any) which is attributable to Service before 6th April 1990 ("the Indexed Proportion") shall on and from 6th April 1990, and on and from each 6th April thereafter, be increased by a percentage equal to 70% ("the Specified Percentage") of the published aggregate net percentage increase (if any) in the general index of retail prices (all items) of the Central Statistical Office, or any replacement thereof or similar index agreed by the Trustees and approved for the purpose of this Rule by the Commissioners of Inland Revenue ("the Index") over a year ending in the September immediately before the date of the increase, provided that:
  - (a) that part of any Pension which represents a Guaranteed Minimum Pension in course of payment shall not, except as required by Rule 16(4), rank for increases under this paragraph (1); and
  - (b) any increases under this Rule shall be taken into account for the purposes of any increases to any Guaranteed Minimum Pension which are required under Rule 16 in respect of periods prior to Normal Pension Age; and
  - (c) (i) If the Index decreases after the Benefit Date in relation to any Pension, Deferred Pension or Postponed Pension, no increase shall be made under this paragraph (1) to such Pension, Deferred Pension or Postponed Pension unless and until the Index has returned to its level (the "Original Level") immediately before such decrease, and then only in respect of so much of any increase as exceeds the Original Level.  
  
(ii) Where the Index has returned to the Original Level in relation to any such Pension, Deferred Pension or Postponed Pension as is referred to in sub-paragraph (c)(i) above, then on each subsequent occasion on which the Index decreases, the provisions of sub-paragraph (c)(i) above shall apply, but as if references to "Original Level" were to the level of the Index immediately before the subsequent decrease in question.
- (2) The Trustees may from time to time with the consent of the Company, and on the Actuary's advice, resolve that the Indexed Proportion shall include further periods of Service after 5th April 1990, but not later than the date of the Trustees' resolution.
- (3) Any resolution of the Trustees under this Rule shall be irrevocable.
- (4) Notwithstanding the foregoing provisions of this Rule, if the Actuary advises the Trustees or the Company that (on assumptions regarded by the Actuary as reasonable, and assuming that no resolution or increase is to be made under

paragraphs (2) above or (7) below respectively) the effect of any increase under paragraph (1) above would, on the assumption that increases under paragraph (1) above will continue to be made in subsequent years, but ignoring any Contributions made by the Employers for the purposes of Rule 6, be likely to be such that the Employers will be required to contribute amounts in excess of twice the Member Contributions (less the investment expenses of the Fund, to the extent paid by the Employers, but excluding the cost of funding Benefits for Associates) to avoid impairing the solvency of the Fund, the increase under paragraph (1) above shall be limited to such increase (if any) as will not, on the aforesaid assumptions, require the Employer Contributions to exceed the aforesaid amount.

- (5) (a) Where any increase under paragraph (1) above is limited pursuant to paragraph (4) above, there shall be added to the next following increase made under paragraph (1) above to any Pension, Deferred Pension or Postponed Pension so limited, percentage increases equal to that part of such increases (expressed as a percentage) as were not made as a result of such limitation, but subject to the limitation in respect of the Company's Contributions contained in paragraph (4) above.
- (b) Any increase (or part thereof) carried forward under sub-paragraph (a) above shall, to the extent that it is not made in full on the next following 6th April by reason of the limitation contained in paragraph (4) above, be carried forward as many times as may be necessary on the basis set out in sub-paragraph (a) above until it has been made in full.
- (c) Increases added or carried forward under sub-paragraphs (a) or (b) above shall, subject to the limitation contained in paragraph (4) above, themselves be increased on each 6th April in accordance with paragraph (1) above.
- (6) Where increases under paragraph (1) and/or paragraph (5) above cannot be made in full by reason of the limitation contained in paragraph (4) above, the Trustees shall have an unfettered discretion to determine whether increases under paragraph (1) above or paragraph (5) above shall take priority, in whole or in part.
- (7) Without prejudice to the foregoing provisions of this Rule, the Trustees may, with the Company's consent, and upon the Actuary's advice, increase any class of Pensions, Deferred Pensions or Postponed Pensions or may grant new or additional benefits to or in respect of any Member, Pensioner or Deferred Pensioner if in so doing Revenue Limits are not exceeded.
- (8) The Trustees shall not, in granting any increases, distinguish between Pensions which had been Deferred, if they were also Preserved, and Pensions which arose immediately upon death or Retirement.
- (9) Where the amount of a Benefit is calculated by reference to the amount of any Pension, that Pension shall be deemed to include any increase granted under this Rule, but not to include any Supplement (or increase thereto); and any reduction

pursuant to Rules 17(2)(a), 22 or 24, and any reduction or increase pursuant to Rule 23, shall be ignored.

(10) This Rule is subject to Rule 34.

#### 12A. LPI INCREASES

If pension increases under Rule 12 or under any other provision of the Trust Deed or the Rules to a pension to which Section 108 of the Pension Schemes Act applies which are payable on or after 1st January 1993 will be less than the increases required to be paid by Section 108, the pensions to which Section 108 applies shall be increased to the extent required by Section 108.

## **Appendix Two**

### **Section 93A Pensions Scheme Act 1993**

Right to statement of entitlement: benefits other than money purchase

- (1) The trustees or managers of a pension scheme must, on the application of any member, provide the member with a statement of entitlement in respect of the member's transferrable rights in relation to categories of benefits other than money purchase benefits.
- (2) In the case of a member with transferrable rights in relation to two categories of benefits other than money purchase benefits, the application may relate to transferrable rights in relation to either or both of those categories.
- (3) For the purposes of this Chapter a member's "statement of entitlement" is a written statement of the amount of the cash equivalent at the guarantee date of the transferrable rights to which the application under subsection (1) relates.
- (4) In this Chapter "the guarantee date" means the date by reference to which the value of the cash equivalent is calculated, and must be—
  - (a) within the prescribed period beginning with the date of the application, and
  - (b) within the prescribed period ending with the date on which the statement of entitlement is provided to the member.
- (5) Regulations may make provision in relation to applications under this section and may, in particular, restrict the making of successive applications.
- (6) If the trustees or managers of a pension scheme fail to comply with subsection (1), section 10 of the Pensions Act 1995 (civil penalties) applies to any trustee or manager who has failed to take all reasonable steps to secure compliance.

### **The Occupational Pension Schemes (Disclosure of Information) Regulations 1996**

#### **Section 5**

- (4) Except in relation to money purchase benefits, the information mentioned in paragraph 4 of Schedule 2, so far as it relates to any active member, deferred member or pension credit member, shall be furnished to such member, on request (not being a request made within 12 months of the last occasion on which any such information as is mentioned in that paragraph was furnished to the member making the request) as soon as practicable and, in any event, within 2 months of the request being made.