

Ombudsman's Determination

Applicant	Mr Y
Scheme	Pension Protection Fund (PPF)
Respondent	The Board of the PPF (the Board)

Outcome

1. I do not uphold Mr Y's referral, and no further action is required by the Board

Referral summary

2. The PPF Ombudsman (**PPFO**) has received a reference of a reviewable matter following a decision by the Board's Reconsideration Committee dated 29 February 2024. The referral concerns the determination of Mr Y's entitlement to PPF compensation. Mr Y has said:
 - he is entitled to 17 years' pensionable service with the former Johnston Press Pension Plan (**the Scheme**), and this has not been recognised;
 - it took too long for the PPF to investigate his concerns; and
 - he was only given 28 days to formulate an appeal to the Reconsideration Committee.

Background information, including submissions from the parties

3. The sequence of events is not in dispute, so I have only set out the key points in my Opinion. I acknowledge there were many other exchanges of information between all the parties.
4. Mr Y was a member of the United Provincial Newspapers Pension Scheme (**UPN**, also referred to as **UPGS**), which was administered by Mercer and, historically, Capita.
5. In August 1998, the Regional Independent Media Pension Plan (**RIMPP**), also administered by Mercer, was set up to accept a bulk transfer of members from UPN.
6. In 2000, Entegria took over the administration of the RIMPP.

7. In 2005, a bulk transfer of members from the RIMPP into the Scheme took place. The Scheme was, at that point, administered by Hymans Robertson (**HR**). The RIMPP was then wound up.
8. The Scheme entered the PPF assessment period in 2018 and transferred to the PPF in 2020. During the assessment period Barnett Waddingham (**BW**) was the administrator, and Open Trustees was the trustee.
9. When the Scheme transferred to the PPF Mr Y's benefits were not included in the member data.
10. On 4 December 2020, Mr Y sent an email to the PPF and said in summary:-
 - He was searching for the pension contributions he made while working as a journalist during the 1980s and 1990s as he was nearly 55 and wished to make a cash withdrawal.
 - He was employed between 1987 and 2001 by United Provincial Newspapers who was taken over by Regional Independent Media, then Johnston Press. The pension plan had passed through several hands, latterly the Scheme which had now transferred to the PPF.
 - He had made contributions over the years some of which were at executive level, and he believed there was a significant amount of contributions somewhere which for some reason he was finding it difficult to locate.
 - The Scheme administrators had written to him as recently as 2016, but he did not have a membership number. He asked the PPF to give him the contact details of the Scheme's previous administrators.
11. Following Mr Y's query, the PPF liaised with BW to check whether it held any relevant information. BW confirmed that Mr Y had a closed ('unknown') member record with the Scheme and that he had been a contracted-out member. BW also provided historical scheme correspondence detailing previous queries raised by Mr Y between 2010 and 2017 regarding his entitlement.
12. The PPF also contacted HR, another former administrator, who provided a "laser print" that showed GMP benefits for Mr Y in the UGPS for service between 1994 and 1998, which were included in the bulk transfer to the Scheme.
13. On 18 January 2021, during a telephone call the PPF asked Mr Y if he was able to provide any additional evidence to support his claim, such as payslips, bank statements or scheme correspondence. It was also suggested that Mr Y contact HM Revenue and Customs (**HMRC**) as it might be able to provide evidence of who held his pension benefits.
14. Mr Y provided some correspondence from the Scheme from 2014 to 2016, but it did not relate to his entitlement. He also provided a benefit statement from 1998 which confirmed he was a member of the UPN scheme from 6 April 1994 for at least two

years with a 60th accrual rate. However, he was not able to provide any further evidence.

15. On 22 February 2021, Mr Y sent an email to the PPF and attached a record from HMRC confirming that he had contracted-out pension liabilities held with the Scheme accrued between 1994 and 2000.
16. On 4 March 2021, Mr Y telephoned the PPF and said he wanted to complain that his pension benefits had not been paid.
17. On 18 March 2021, the PPF sent an email to Mr Y and said that it had contacted Open Trustees about his membership in the Scheme, but it had not received a response from it. It was actively looking into his query and had escalated the matter.
18. On 24 March 2021, the PPF sent an email to Mr Y and said that following its previous email Open Trustees had provided an update confirming it had contacted HR and BW to further investigate the matter. Due to the complex nature of the query, it had escalated his complaint to stage two of the formal review process.
19. On 5 December 2022, the PPF sent Mr Y its stage two formal review response. It said in summary:-
 - The legislation which it had reviewed was in respect of any determination of a person's entitlement to compensation under the pension compensation provisions, Section 162 of the Pensions Act 2004.
 - It appreciated that it had taken a significant amount of time to resolve the matter. Extensive investigations were necessary in order to locate all available information on which to base its decision on. It was highly reliant on third parties retrieving the relevant information for his case and dependant on their response times. It did chase regularly for the information it had requested and acted swiftly when responses were received. However, it sincerely apologised for the length of time taken to reach its conclusion, and the inconvenience this had caused him as a result.
 - As part of its investigations, it contacted Entegria, Capita, Mercer, HR, Open Trustees, Informa and BW. None of these parties had a full or consistent record for Mr Y to enable it to determine whether his benefits should have been included when the Scheme transferred to the PPF in 2020.
 - HMRC had confirmed that he had contracted-out liabilities. As such a Guaranteed Minimum Pension (**GMP**) was part of his Scheme benefits and this did sit with the PPF. However, there was no further evidence of where his entitlement in excess of his GMP was held. Its correspondence with the third parties produced some information but it contradicted information from HMRC.

- However, based on what it did have it agreed that Mr Y was eligible to receive benefits under the PPF as a member of the Scheme. It provided a calculation of Mr Y's PPF entitlement.

Commenting on Mr Y's entitlement

- It had calculated Mr Y's entitlement using the service dates of 6 April 1994 to 27 August 1998 as HMRC had confirmed he should have an entitlement within the Scheme for this period.
- It noted that although HMRC provided service dates up to 6 April 2000, the data from Mercer only showed Mr Y's salary history up to 1998. HMRC had stated that the information was historical and was not proof of who the pension was currently with. In the circumstances it had assumed that Mr Y left the Scheme on 27 August 1998 as per the date it had received, but he may have continued to contract out of a Defined Contribution (DC) section until 26 January 2000. The PPF did not cover DC benefits.
- If he had any salary evidence such as payslips or bank statements showing that he remained in the same Defined Benefit (DB) section of the Scheme up until 2000 it could look at recalculating his benefits.
- His annual compensation with the PPF from the date his former employer became insolvent, 17 November 2018, had been calculated as £2,568.41 per annum¹.
- It was sorry for the time it had taken to resolve his complaint and offered a consolatory payment of £200 to recognise the delays he had encountered.

20. On 12 December 2022, Mr Y sent an email to the PPF and said in summary:-

- It was quite clear that the PPF had done all it could to investigate his concerns with little to base its enquiries upon.
- He admitted some responsibility for not keeping accurate records of contributions, historical bank statements and payslips which would have brought an earlier and more accurate resolution.
- However, it was clear that a mistake had been made through no fault of his own. Despite making monthly contributions from his salary for over 17 years of employment with the same company, albeit under several owners, it now seemed almost impossible to find evidence to support this.
- The only correspondence he had was inaccurate because of a fundamental error on a Personal Account Benefit Statement dated 5 April 1998 which

¹ The full calculation was provided for Mr Y and details of how his pension would be revalued.

contained his name and a fellow employees National Insurance number. This was in his opinion a basic flaw, and all the calculations were rendered irrelevant because of it.

- He noted that the PPF calculation was based on a final pensionable salary of £18,689.34 when it was clear from the UPN Benefit Statement of 6 April 1998 that his pensionable salary was £19,100.
- The original intention of his enquiries over two years earlier was to cash in part of his pension at age 55 to assist with financial difficulties. He asked the PPF to outline what the figure would be if he cashed in part of the whole of the amount it proposed before he decided whether or not to appeal the decision.

21. On 29 December 2022, Mr Y sent an email to the PPF and said in summary:-

- He had recently received a payment of £200 and a £13,000 lump sum and been informed that he would receive monthly payments from February 2023 of £160.
- These figures were based upon the PPF's investigation which took two and a half years, and the only real evidence uncovered was the contracting out dates supplied by HMRC.
- He still maintained that he made full contributions during his 17 years of service with the same company, While the PPF had 30 months to look into this he had been given just 28 days to formulate an appeal.

22. On 12 January 2023, the PPF sent an email to Mr Y and said in summary:-

- It had calculated his benefits based on the information it held. It had a responsibility to ensure that members were only paid the benefits to which they were entitled and for which it had sufficient evidence to prove membership of the Scheme. Based on that information it could confirm that his final pensionable salary (**FPS**) was £18,869.34. The reason this was lower than the £19,100 that Mr Y had provided was because FPS was pro-rated over the last 12 months of his membership.
- It did not hold any evidence of a higher salary figure or longer service dates that it could use to calculate a higher entitlement. The paperwork provided by HMRC confirmed the period of Mr Y's contracted-out employment while a member of the DB scheme and married up with the limited information it had been able to track down.
- It also wanted to bring to his attention that the HMRC document showed he had been contributing to the Britannic Assurance Personal Pension Scheme from 1987. It believed this would evidence contributions made prior to 1994 were to a personal pension and not the Scheme (or its predecessors). It recommended he speak to someone at the Britannic Assurance scheme to check whether it was holding a pension pot on his behalf.

23. On 30 May 2023, the PPF sent Mr Y a holding letter and said it was still investigating his complaint. It reiterated its request for Mr Y to see whether he could find any documentary evidence of his contributions and membership
24. On 29 February 2024, the PPF sent Mr Y a letter and said it was writing to let him know the decision of the Reconsideration Committee regarding his stage three statutory complaint. The Reconsideration Committee said:-

Service dates within the Scheme

- The PPF had made extensive efforts to validate his entitlement and had exhausted all avenues to track down any additional entitlement he might have to PPF compensation. This included using its statutory powers to request any possible evidence from the previous administrators. The PPF could only find evidence that he was entitled to at least his GMP, the details of which were provided in the letter from HMRC.

Time taken to complete his complaint and the stage three appeal process

- The PPF had to contact a number of third parties, which understandably took time and delayed the process. At stage two the PPF offered him a consolatory payment of £200 which he accepted.
- As part of the PPF complaints process, legislation stated that members should lodge their complaints within 28 days, which included escalation to the PPFO as set out below:

“The Pension Protection Fund (Review and Reconsideration of Reviewable Matters) Regulation 2005.

(1) Subject to paragraph (2) an application to reconsider a reviewable matter and give a reconsideration decision must be made by sending it to the Reconsideration Committee within 28 days of the date of issue of the review decision”.

25. Following the complaint being referred to the PPFO the following submissions were made.

The Board's position

26. Over the course of its investigation it liaised with various third parties, including Open Trustees as well as former administrators connected to the Scheme, including HR, Entegria, Mercer and Capita. The information it received was inconclusive and, at times, contradictory. Specifically:-
 - Capita was the initial administrator of UPN, and it had confirmed that it provided benefits for pre-1998 UPN members only, and it had no record for Mr Y.

- Mercer was the scheme administrator at the time of the bulk transfer to the RIMPP and it confirmed that Mr Y was included in the transfer and that his benefits were GMP only benefits, which in Mr Y's case were transferred from the UGPS rather than the UPN Scheme.
 - Entegria took over as administrator of the RIMPP in 2000 and it advised that it had received no member data in respect of Mr Y, although it acknowledged that there were some problems with the transfer of scheme data to its systems.
 - HR became the administrator when members of the RIMPP were bulk transferred to the Scheme in 2005, and it confirmed that it did not hold a record for Mr Y
 - Open Trustees had seen evidence that Mr Y transferred from the UGPS to the RIMPP to the Scheme in the form of a notice dated 15 May 2012 of transferred-in contracted-out liabilities accrued from 6 April 1994 to 5 April 2000. This was issued by National Insurance Services to Pensions Industry (NISPI) to HR.
 - BW confirmed that Mr Y was referenced in the data it received from HR but as an 'unknown member' whose case had been under review but later closed.
 - Open Trustees confirmed that Mr Y was included in Capita's list of members transferred to the RIMPP, but it believed other schemes also held former members of UPN, including the UBM Pension Scheme and the United Newspapers 'Executive' Pension Scheme which were managed by Informa plc.
27. Further to its investigations it decided that it had sufficient evidence to set up a member record for Mr Y and to pay him PPF compensation of £2,568.41 per annum in respect of his GMP benefits accrued between 6 April 1994 and 27 August 1998.
28. The Reconsideration Committee considered the evidence that the PPF already held and decided to exercise its power to issue information-seeking notices under section 191 of the Pensions Act 2004 to both Capita and Mercer to require them to carry out further searches for any legacy or archived information held in respect of Mr Y. Neither Mercer nor Capita were able to provide any evidence that Mr Y had additional benefits held in the Scheme when it transferred to the PPF. Mr Y was also unable to locate any further information.
29. It recognised that Mr Y was likely to have built up an excess pension as well as his GMP during his period of pensionable service in the past and that an error could have been made by a former administrator, but it had not been able to locate sufficient evidence to indicate that Mr Y had any pension benefits in excess of GMP in the Scheme when the Scheme transferred to the PPF.

Mr Y's position

30. It was clear that the PPF had undertaken a thorough and detailed examination of his case and although he still believed it took far too long to complete, he had no issue with the information contained within its submissions.

31. At some stage prior to 1998 the administrator at the time had made a mistake with his details, allocating a fellow employee's National Insurance number to his name, address, and date of birth. All other information from whenever that mistake was made prior to 1998 was rendered irrelevant and no amount of investigation would reveal the real figures.
32. This problem only came to light when he contacted the PPF with initial interest in accessing his pension when he became age 55 because of financial difficulties.
33. He had HMRC proof of continued employment for a 17-year period for different newspapers within the same group under a variety of different owners and pension administrators. He paid his pension contributions in full, from 1983 to 2000, with the latter stages at executive level contributions.
34. He felt incredibly aggrieved that his contributions had been lost as the PPF agreed and the impact upon his financial and personal life as a result had been immeasurable.

Adjudicator's Opinion

35. Mr Y's referral was considered by one of our Adjudicators who concluded that no further action was required by the Board. The Adjudicator's findings are summarised below:-
 - The Adjudicator reviewed the correspondence supplied by the PPF that showed its interactions with the various third parties who had responsibilities for the administration of the Scheme and the legacy schemes that had been available at the time Mr Y was employed as a newspaper journalist.
 - The Adjudicator agreed with Mr Y that it did take a long time to gather the evidence but in the Adjudicator's view that was not necessarily the fault of the PPF. The number of parties involved meant that there was a significant amount of time spent waiting for responses. The Adjudicator noted that the PPF made a payment of £200 to recognise this in its stage two response and the PPF also at that point, created a record for Mr Y and began paying the GMP element of his Scheme pension. In the Adjudicator's opinion, the PPF had recognised the impact of the wait to put in place pension payments for Mr Y and the £200 offered was a reasonable amount in the circumstances.
 - Once the GMP element was in payment, Mr Y continued to escalate his complaint and said that he should have benefits within the Scheme in excess of his GMP. Again, the exercise carried out by the PPF to try to gather further evidence about Mr Y's eligibility took an extended period of time, but the Adjudicator noted that at this stage the PPF used its statutory powers under section 191 to issue notices to Capita and Mercer to compel them to provide information:

“Under section 191 of the Pensions Act 2004 any person to whom section 191(3) of the Act applies may be required by a notice to produce any document or provide any other information of a description specified in such notice which is relevant to the exercise by the Board of the Pension Protection Fund of its functions in relation to an occupational pension scheme.”

- Neither Capita nor Mercer were able to provide any additional information following the section 191 notices. In the Adjudicator’s opinion the PPF had carried out extensive enquiries to try to establish Mr Y’s entitlement to a Scheme pension and although the process was lengthy, this was necessary to make sure all the relevant parties were contacted and given the opportunity to respond.
- The Adjudicator noted that Mr Y had said that he was suffering from financial difficulties, and he wanted to access his pension benefits at age 55 to help his situation. While the Adjudicator was sympathetic to the fact that Mr Y was trying to access his full pension benefits and had been unable to do this, in the Adjudicator’s view it was not the fault of the PPF. The PPF, despite extensive enquiries, was unable to identify any Scheme benefits in excess of the GMP for Mr Y.
- Mr Y also raised that he was only given 28 days to appeal to the Reconsideration Committee when the PPF had taken a lengthy period of time to provide its complaint response. The time limits to respond to the PPF’s decisions were set out in legislation and the PPF was not able to change this timescale.

36. Mr Y did not accept the Adjudicator’s Opinion, and the complaint was passed to me to consider. Mr Y submitted further comments in response to the Opinion. He said in summary:-

- The plain fact was that a mistake had been made by a previous administrator which resulted in a lengthy delay in him receiving any benefit from his pension contributions. This had serious consequences for him which he would never recover from.
- He was also of the opinion that the mistake had resulted in “lost” contributions that would never be recovered.
- A pension scheme he paid into made a mistake, then went “bust” and was bailed out by the government who was prepared to pay “90 per cent of forecasted plans to members”.
- Part of the inheritance of a failed pension scheme by the PPF should be accountability for mistakes that have been made previously.
- After the Post Office scandal and the appalling treatment of the WASPI women he should not have hoped for a fair outcome from the government “investigating” itself.

37. I have considered Mr Y's further comments which do not change the outcome. I agree with the Adjudicator's Opinion.

Ombudsman's decision

38. Mr Y's referral is that his full pensionable service within the Scheme has not been recognised, and it has taken the PPF too long to investigate his concerns
39. Mr Y has accepted that the PPF has carried out extensive investigations to try to establish what Mr Y's actual pension benefits were in the Scheme. Once the PPF was provided with evidence that Mr Y had accrued GMP benefits, this element was paid out to him however the PPF has not been able to satisfy itself that Mr Y had any benefits in excess of GMP in the Scheme.
40. The PPF do need to be satisfied that a member has an entitlement to benefits before it can make a payment. I find that the enquiries the PPF made were reasonable and, due to the number of parties involved, this took place over a lengthy period of time. I would hope Mr Y, while disappointed in the eventual findings of that investigation, takes solace in the considerable efforts that the PPF put into trying to find evidence that he was entitled to a greater benefit. The PPF has recognised the delay caused in putting Mr Y's GMP benefits into payment and made an award of £200. I would not make an award in excess of that amount in these circumstances.
41. Mr Y is of the view that an error by a previous administrator has meant that he has not received all the benefits that he believes he is entitled to. However, ultimately, there is no conclusive evidence of an error of the nature he suggests having occurred.
42. While I very much sympathise with Mr Y's position and understand that he is very disappointed that no pension benefits have been identified for him in excess of his GMP, this is not the fault of the Board. The PPF has carried out an extensive investigation on Mr Y's behalf and has not been able to identify any further benefits.
43. I do not uphold Mr Y's referral.

Dominic Harris

Pensions Ombudsman
11 June 2025