

Ombudsman's Determination

Applicant	Mrs Y
Scheme	Local Government Pension Scheme (the Scheme)
Respondents	Merseyside Pension Fund (MPF) Wirral Council (the Council)

Outcome

1. I do not uphold Mrs Y's complaint and no further action is required by MPF or the Council.

Complaint summary

2. Mrs Y's complaint concerns her flexible retirement from the Scheme. She said that she was misinformed when choosing this option and was not provided with a benefit quotation before her retirement.
3. Mrs Y has raised a number of additional concerns relating to the calculation and payment of her benefits. She said that:-
 - MPF and the Council held incorrect information relating to her, including an incorrect pension start date and an incorrect history of her worked hours.
 - MPF cashed in her additional voluntary contributions (**AVCs**) without her consent.
 - Her benefits were paid late by MPF. She had to wait for over a month before her lump sum was paid and her pension payments commenced.
 - There were lengthy delays in completing the Scheme's Internal Dispute Resolution Procedure (**IDRP**).
 - Her pension records at the Council had been deleted.
 - Two communications that MPF sent to her stated her as being dead.
4. Mrs Y would like MPF to reverse her flexible retirement with no financial loss to her. She would also like financial redress, having spent almost two years of effort trying to resolve the problems.

Background information, including submissions from the parties and timeline of events

5. On 1 September 1993, Mrs Y's part-time employment with the Council commenced. She worked as a business manager for a school.
6. On 1 August 1998, Mrs Y joined the Scheme. Up until 31 March 2014 it was a final salary arrangement. From 1 April 2014 onwards, it changed to be a career average arrangement.
7. Mrs Y's normal pension age (**NPA**) was 66. She paid AVCs to Standard Life as part of the Scheme's AVC arrangements.
8. On 12 August 1998, a notification of appointment form was completed in respect of Mrs Y. It stated that she worked 25 hours per week.
9. In 2002 and 2003, benefit statements were issued to Mrs Y showing her as having worked 25 hours a week.
10. On 2 February 2006, the Council submitted a "change of particulars form" to MPF to adjust Mrs Y's working hours record. The change was effective from 1 August 1998. 25 hours a week was adjusted to be 30 hours a week.
11. On 26 November 2012, a further request was made to adjust Mrs Y's worked hours record. The adjustment was to show 30.86 hours a week with effect from 1 February 2012. The full-time equivalent was recorded as 36 hours a week.
12. On 1 April 2015, Mrs Y switched to full-time employment.
13. On 11 May 2016, the Council produced a quotation showing Mrs Y's flexible retirement benefits based on a retirement date of 11 May 2017.
14. On 24 May 2016, according to MPF, Mrs Y telephoned it to query how her service in the Scheme had been calculated. The method of calculation was explained to Mrs Y.
15. On 3 October 2016, Mrs Y submitted a retirement declaration form to MPF. The form stated her reason for leaving as being flexible retirement on 11 May 2017. On the form, Mrs Y had indicated that she wished to receive the maximum possible tax-free lump sum and a reduced pension. The declaration, that was signed by Mrs Y, stated that: "I understand that my decision is final and cannot be changed".
16. On 11 October 2016, Mrs Y sent MPF a second copy of the retirement declaration form as she had not provided her bank account details on the first copy.
17. On 20 July 2017, the Council submitted a notification of termination of pensionable employment form (**the Notification**) in respect of Mrs Y. It stated the reason for her leaving as being 'Flexible Retirement – Actuarial Reduction Waived – No'. Her last date of membership was shown as 4 July 2017.

18. On the same day, Mrs Y emailed the Council to notify it that her leaving date was 4 September 2017 and not 4 July 2017 as stated on the Notification.
19. On 21 July 2017, Mrs Y telephoned MPF to confirm that the retirement declaration form she had submitted on 3 October 2016 was still valid for her flexible retirement on 4 September 2017.
20. On the same day, the Council confirmed to MPF that Mrs Y's date of leaving was 4 September 2017. An email was sent to Mrs Y to confirm the correct date of leaving.
21. On 4 September 2017, Mrs Y retired, taking flexible retirement. She was age 60.
22. On 19 September 2017, MPF sent a letter to Standard Life requesting that Mrs Y's AVCs be disinvested.
23. On 5 October 2017, Standard Life issued a transfer certificate to Mrs Y confirming that her AVCs had been disinvested and paid into the Scheme the day before.
24. On 18 October 2017, the Council sent Mrs Y quotations following a request from her to see the flexible retirement figures both with and without the application of an actuarial reduction. It said that the unreduced figures were not normally shared with members. A cost to the school of £27,751.90 was quoted for the removal of the reduction. It was stated that a revised form would need to be sent to MPF if the school was willing to fund the removal of the reduction.
25. In October 2017, an initial payment in respect of Mrs Y's retirement benefits was credited to her bank account. The benefits paid were based on her flexible retirement with an actuarial reduction applied.
26. On 19 October 2017, Mr Y emailed the Council to query the hours that had been used in the calculation of her benefits. She said that she had only ever worked 32, 30.86 and 36 hours. She also queried the four years that she believed were missing as she had been a member of the Scheme for 20 years and not the 16 years shown on the statements.
27. On 23 October 2017, the Council provided Mrs Y with a breakdown of her worked hours. It stated that, from 1 April 2014, her benefits were based on a 49th of her pay. It said that the hours that were relevant to her benefit calculation were:-
 - 1 August 1998 to 31 January 2012 – 30 hours a week worked, 35 hours a week full-time equivalent.
 - 1 February 2012 to 31 March 2014 – 30.86 hours a week worked, 36 hours a week full-time equivalent.
28. On 25 October 2017, Mrs Y asked the Council why 14 hours was shown when she had never worked these hours. No response was received.

29. Mrs Y later said that she never received the flexible retirement quotation that the Council confirmed had been issued to her on 11 May 2016. She said that she had made her decision to take flexible retirement without seeing any quotation.
30. On 8 February 2018, Mrs Y wrote to the Council. She stated she had been mis-sold the flexible retirement option. She had been led to believe that it was a win-win situation by the Wirral Local Education Authority. She was told she would not be financially worse off. She was not made aware of any reduction that would be applied to her benefits. In addition, she had not received a flexible retirement quotation.
31. Mrs Y raised further concerns in an undated letter which she sent to the Council. As well as the points made in her letter of 8 February 2018, she said that:-
- A number of mistakes were made including her pension start date being incorrectly recorded and there being no recognition that, for a period, she had worked 30.86 hours a week.
 - Four years were missing from the service that it had quoted. She had worked for 20 years, not 16.
 - Her retirement benefits were paid over a month late.
 - She had to repeatedly ask MPF to provide her with a retirement quotation based on the benefits she would have received had she retired at her NPA.
32. On 21 February 2018, the Council wrote to Mrs Y asking her to provide clarification in relation to the nature of her complaint. It stated that the incorrect leaving date and hours had already been resolved. It said that it needed more evidence that the documentation she had been provided with did not include mention of the actuarial reduction. It said that it was planning to consider Mrs Y's letter of 8 February 2018 and her subsequent undated letter under stage one of the two stage IDRPs.
33. On 22 February 2018, the Council provided its stage one IDRPs response. It did not uphold Mrs Y's complaint. It provided a copy of a flexible retirement quotation based on a retirement date of 11 May 2017. It stated that this had been sent to Mrs Y in May 2017, prior to her decision to take flexible retirement. It said:-
- She had contacted MPF on 24 May 2017 to query her length of service so she must have received the quotation.
 - The calculation of her annual pension and the retirement grant both indicated reductions for early retirement.
 - Given her role at the school, she would have been aware of there being a cost to the school if these reductions were to be waived. She would also have been aware of the improbability of the school picking up this cost and the need for approval from the head teacher.

- It would not expect someone in her role to make such an important decision on trust without examining the figures.
 - She should have investigated the possibility of the reduction being waived before accepting flexible retirement, not afterwards.
34. On 2 March 2018, the Council wrote to Mrs Y to apologise for the clerical errors which it stated were resolved.
35. On the same day, Mrs Y emailed the Council. She stated that the stage one IDR decision had been made without researching and investigating all the facts. She expressed concern that the Council had not requested any additional information from her or challenged any of the information provided by MPF.
36. On 14 March 2018, Mrs Y appealed the stage one IDR decision. She said that:-
- She rang MPF on 24 May 2017. This was to query her length of service in the Scheme and make sure that it was aware that she had changed her retirement date to 4 September 2017.
 - At the time of her making her decision to take flexible retirement, she had more important issues to deal with as her mother was terminally ill.
 - She was never consulted on her AVCs. She was just told that they needed to be cashed in.
37. On 23 March 2018, MPF wrote to Mrs Y to acknowledge her appeal. It asked for any further evidence that she wished to submit and said:
- “I would advise that the Appointed Person is required to determine your appeal within two months of receipt of all relevant information and if for any reason this is not possible I will write to explain the reason for any delay and confirm when the Nominated Person expects to be in a position to make a decision.”
38. On 29 March 2018, Mrs Y wrote to MPF concerning some divorce information that it had provided following a request that she had made to it. She said that the divorce statements included details of her death. A ‘Death Benefits’ statement stated her date of death as being 28 February 2018 and a ‘Death of a Pensioner’ statement said that her date of death was 21 March 2018.
39. On 5 April 2018, MPF wrote to Mrs Y to apologise that the divorce statements it had sent her included details of her death. It said that this information was produced automatically by its administration system when processing divorce calculations, but it should not have been sent to her.
40. On 11 April 2018, Mrs Y emailed the Council. She said that she never received details of any options that were available to her in relation to her AVCs. She stated that she had been told that the only option was a cash payment and this had

happened automatically alongside payment of her main benefits. She had since been told that she could have transferred these or converted them to pension, which was her preferred option.

41. On 10 May 2018, Mrs Y raised further concerns in relation to her appeal. She said:-
 - Important decisions were made for her without providing any figures. The first flexible retirement figures that she saw were received in October 2017, after she had retired.
 - No research had been done as part of the stage one IDRPs investigation. In particular, no attempt had been made to request a copy of the recording of her telephone conversation with MPF on 24 May 2017.
42. On 20 June 2018, MPF wrote to Mrs Y in relation to her stage one IDRPs appeal. It apologised for the delay, which it stated was due to 'extenuating circumstances'. It said that the decision would be made as soon as practicable.
43. On 13 September 2018, MPF wrote to Mrs Y in relation to her stage one IDRPs appeal. It repeated the statements that it had made in its letter of 20 June 2018.
44. On 2 April 2019, MPF communicated the results of Mrs Y's appeal which had been considered under stage two of the IDRPs. It confirmed that her appeal had not been upheld. It stated that the regulations of the Scheme had been correctly applied and her pension benefits had been paid at the correct rate.
45. On 10 June 2019, Mrs Y emailed the Council in relation to an earlier request that she had made concerning her worked hours. The Council had responded to say that the information she required was available on its member website, 'self serve'. She said that the information on self serve was not correct. Her query related to her service before she joined the Scheme.
46. On 18 June 2019, the Council responded to Mrs Y's question on her worked hours. It sent her a document listing the worked hours information it held and asked her to correct it and provide evidence where changes were needed. In respect of the service period relevant to the calculation of Mrs Y's benefits, the schedule showed that she worked 30 hours a week from 1 August 1998. It also showed that this changed to 30.86 hours a week from 1 February 2012 to 31 March 2014.
47. On 1 August 2019, MPF wrote to Mrs Y's MP in response to some questions that the MP had raised on 29 July 2019. It said that:-
 - The anomalies in its record of Mrs Y's worked hours were resolved prior to the payment of her benefits.
 - An estimate of Mrs Y's flexible retirement benefits was provided to her on 11 May 2016. An internal memo dated 24 May 2016 documented that Mrs Y telephoned MPF in response to a flexible retirement estimate with a proposed date of retirement of 11 May 2017 to discuss the service calculation. Its document

management system did not allow the date of a document to be changed. Also, contents of documents could not be changed. Nor could the document be replaced.

- In relation to Mrs Y not being given the option of purchasing a pension from her AVCs, she could repay the AVC lump sum that she received. It would then arrange for the pension to be paid.

48. On 30 August 2019, MPF responded to further questions that Mrs Y's MP had raised on 23 August 2019. It said:-

- The incorrect hours used to estimate Mrs Y's benefits had been rectified and the pension benefits in payment were correct.
- Holding back Mrs Y's AVC benefits until age 67 was permissible. If she chose this option, then the only choice that would be available to her would be to obtain an annuity from a financial provider outside of the Scheme.

Adjudicator's Opinion

49. Mrs Y's complaint was considered by one of our Adjudicators who concluded that no further action was required by MPF or the Council. The Adjudicator's findings are summarised below:-

- The Scheme is governed by regulations. On 1 April 2014, the Scheme changed from being a final salary pension scheme to a career average pension scheme. The Adjudicator noted that the regulations that were relevant to Mrs Y's pre-April 2014 service were the Local Government Pension Scheme Regulations 1997, SI 1997/1612 (**the pre-Regulations**). Extracts from the pre-Regulations can be found in the Appendix.
- The sum of Mrs Y's age and her service at the time that she retired was less than 85 years. As a result of this, her flexible retirement benefits were subject to actuarial reduction. Mrs Y's employing authority could have determined, on compassionate grounds, that her benefits should not have been reduced. However, the cost of granting unreduced benefits would have been borne by the school where Mrs Y worked. It was not willing to bear this cost.
- Mrs Y stated that her service was incorrectly shown as 16 years rather than 19 years on one of the quotations that she was sent. The Adjudicator took the view that the service being referred to was her service in the final salary section of the Scheme. This started when she joined the Scheme on 1 August 1998 and ended when she switched to the career average section on 1 April 2014. It approximated to 16 years.
- It was noted that there was some uncertainty over whether Mrs Y received a flexible retirement quotation prior to her confirming her retirement and making her benefit choices. In addition, if this quotation was provided, there was some

inconsistency in the paperwork as to whether this, and a subsequent telephone call that Mrs Y made to MPF, was in May 2016 or May 2017. No transcript or recording was available of the telephone call.

- MPF said that its administration system showed that a flexible retirement quotation was undertaken by the Council on 11 May 2016 based on a retirement date of 11 May 2017. In addition, the note that MPF held in relation to the telephone call from Mrs Y was dated May 2016. The Adjudicator was persuaded that the quotation was produced, and the telephone conversation took place in May 2016.
- On the balance of probabilities, having produced the quotation in May 2016, the Council forwarded it to Mrs Y and the subsequent telephone conversation was as a result of her having reviewed the information provided. The Adjudicator considered it unlikely that Mrs Y would have made such an important decision as electing for flexible retirement without having seen a benefit quotation.
- Mrs Y said that she was misled when considering whether to take flexible retirement. She stated that she was told that it was a win-win option and that she would be no worse off. As she said that these comments were made in verbal conversations, it was not possible for the Adjudicator to validate what was said and the context in which the comments were made. However, no evidence had been seen suggesting that Mrs Y was told that her flexible retirement benefits would not be actuarially reduced.
- The Adjudicator noted that Mrs Y submitted a signed retirement declaration form to MPF on 3 October 2016 which confirmed the flexible retirement options that she wanted to receive. The declaration stated that: "I understand that my decision is final and cannot be changed".
- Furthermore, it was noted that, on 11 October 2016, Mrs Y sent MPF a further copy of the retirement declaration form. On 21 July 2017, she telephoned MPF to confirm that the form that she had previously submitted was still valid for her revised retirement date. It was acknowledged that this was a difficult time for Mrs Y. However, in the Adjudicator's opinion, she had a number of opportunities over an extended period of time to request that MPF provide her with a flexible retirement quotation, if she did not have one, and to clarify the benefits she would receive. It was her choice not to do this.
- The Adjudicator took the view that MPF was not at fault. Mrs Y provided it with clear instructions in relation to her intention to take flexible retirement and the benefits that she wished to receive. If she did so without being fully aware of the implications of that decision, that was not MPF's responsibility. The Adjudicator was of the opinion that this part of Mrs Y's complaint should not be upheld.
- Consideration was given to the other points raised by Mrs Y in her complaint. She had said that MPF and the Council held incorrect information relating to her,

including an incorrect pension start date and an incorrect history of her worked hours. The Adjudicator noted that there was some initial confusion in relation to Mrs Y's retirement date which was originally stated as being 4 July 2017 on the Notification that was submitted on 20 July 2017. On the next day, the Council confirmed that this had been corrected to be 4 September 2017.

- In relation to Mrs Y's worked hours, these were incorrectly stated on a notification of appointment form and some benefit statements as being 25 hours a week. However, the Adjudicator noted that a correction was made in February 2006. Mrs Y also queried, on 25 October 2017, why hours of 14 appeared on the Council's summary of her worked hours. However, the Adjudicator took the view that this was a misreading of the document that the Council had provided, with the 14 referring to 2014.
- It was noted that the critical period was from 1 August 1998, when Mrs Y joined the Scheme, to 31 March 2014, her last day in the final salary section of the Scheme. This was the period when Mrs Y's worked hours had a relevance to the calculation of her benefits.
- From the evidence available, the Adjudicator took the view that the worked hours figures used in the calculation of Mrs Y's benefits were correct. These were:-
 - 1 August 1998 to 31 January 2012 – 30 hours a week worked, 35 hours a week full-time equivalent.
 - 1 February 2012 to 31 March 2014 – 30.86 hours a week worked, 36 hours a week full-time equivalent.
- The Adjudicator noted that the change in hours made on 1 February 2012 was part of a rationalisation exercise and was designed to have no impact on Mrs Y's benefits. The ratio of worked hours to the full-time equivalent hours before the change was 30:35 and after the change was 30.86:36. These both equated to 0.857.
- Mrs Y said that MPF cashed in her AVCs without her consent. It was noted that, on 3 October 2016, Mrs Y submitted a retirement declaration form to MPF. On the form she indicated that she wished to receive the maximum possible tax-free lump sum. This form did not distinguish between Mrs Y's main Scheme benefits and her AVCs. The Adjudicator was of the opinion that there should have been more communication from MPF in relation to the options available in relation to her AVCs before it paid them to her as a lump sum.
- However, it was noted that MPF had given Mrs Y the option to repay the AVC lump sum that she received should she have wished to use the AVCs in a different way. The Adjudicator took the view that this was a reasonable offer. It gave Mrs Y the option to put herself in the position she would have been in had her AVC benefits not been settled without her consent.

- Mrs Y said that her benefits were paid late by MPF. Her retirement date was 4 September 2017, and she received her first benefit payment in October 2017. While there was some delay, the Adjudicator was of the opinion that this was not excessive.
- In relation to the IDRPs, it was noted that stage one was completed within a reasonable timescale. Stage one was triggered by Mrs Y's letter of 8 February 2018 and an undated letter. The Council provided its response on 22 February 2018. The Adjudicator noted that Mrs Y was asked by the Council to provide more information in relation to her complaint on 21 February 2018. However, it did not wait for her to respond before providing its stage one response on the next day.
- Mrs Y said that the elected IDRPs stage one officer was not independent as he worked for the Council as a tax officer. The Adjudicator said that it was not unusual for those providing IDRPs responses to be employees of the organisation that the complaint was being made against. In this instance, the regulations that govern the Scheme stipulate that the employer is responsible for undertaking the stage one investigation. The Adjudicator was of the Opinion that this was not an area for concern.
- The Adjudicator noted that stage two of the IDRPs was triggered by Mrs Y's communication of 14 March 2018. She then provided some further information on her complaint on 10 May 2018. MPF did not communicate the stage two results until 2 April 2019. On 20 June 2018 and 13 September 2018, MPF wrote to Mrs Y to apologise for the delay which it stated as being due to extenuating circumstances. It did not provide a revised target date for completion of the review, as it had promised in its letter of 23 March 2018.
- The Adjudicator was of the opinion that the delay in providing the stage two IDRPs response was excessive and inadequate communication had taken place as Mrs Y was not provided with any revised timescales.
- Mrs Y said that her pension records at the Council had been deleted. The Council confirmed that this was not the case. However, it was noted that it was not able to provide confirmation of how and when the flexible retirement quotation that it produced was sent to Mrs Y. So, in the opinion of the Adjudicator, some information was missing from the Council's file.
- Mrs Y said that two communications that she was sent by MPF in relation to her divorce stated her date of death. MPF had confirmed that these death statements should not have been sent to her and it apologised for its error. The Adjudicator took the view that this would have caused some distress to Mrs Y.
- The Adjudicator was of the opinion that none of these additional points had resulted in a financial loss for Mrs Y. He also considered whether MPF or the Council caused her a non-financial loss, such as distress and inconvenience.

- The Adjudicator took the view that the delay in completing stage two of the IDRPs and the inappropriate divorce statements amounted to maladministration. However, he was not persuaded that Mrs Y was caused distress and inconvenience, sufficient to warrant an award for redress in this instance. MPF had apologised to Mrs Y and, in the Adjudicator's view, this was consistent with what the Ombudsman would direct in the circumstances.

50. Mrs Y did not accept the Adjudicator's Opinion and the complaint was passed to me to consider.

51. Mrs Y provided her further comments which do not change the outcome. She said:-

- The pensions liaison officer was unable to detail how the flexible retirement quotation had been sent to her in May 2016. This was an indication that it had not been sent.
- She would have had no reason to try to reverse the payment of her benefits had she seen a flexible retirement quotation before they were put into payment. She never saw a quotation before her benefits were put into payment.
- Her telephone call to MPF on 24 May 2016 was to discuss a change in her retirement date from May 2017 to September 2017 and to discuss her years of service.
- The retirement declaration form was signed without knowledge of any actuarial reduction. She had previously been told that this would be satisfactory to all parties with no losses to her. When signing the form, she was only agreeing to take the full lump sum. No pension figures were quoted.
- She has seen a M37 form dated 11 May 2016 based on a retirement date of 11 May 2017. This form was used to quote the cost to the employer of a flexible retirement application. It showed zero cost.
- No contract or letter of acceptance was issued or signed in relation to her flexible retirement.
- She has the full backing of her head teacher in attempting to reverse the payment of her benefits. The Council and MPF could have been more supportive in looking for a solution.
- She has suffered a financial loss having been mis-sold her pension. She did not need to take retirement when she did. She could have retired in September 2021 without actuarial reduction to her pension. MPF should have agreed to reverse her retirement.
- The fact that her original working hours were recorded incorrectly as 25 hours a week meant that incorrect contributions had been paid. She has seen no evidence that this has been corrected.

- It was unclear to her how her HR record was correct at the time of the calculation of her benefits when she had raised further issues in August 2019 with the Council. It had an incorrect date recorded for a change in the number of weeks she worked each year. In addition, there were errors in her worked hours history.
- She was never allowed a fair appeal. The IDR officer did not act professionally and was influenced by the pension liaison officer.
- She is disappointed that the Adjudicator did not consider the stress that she has suffered as worthy of compensation.

52. I note the additional points raised by Mrs Y, but I agree with the Adjudicator's Opinion.

Ombudsman's decision

53. Mrs Y's complaint concerns her flexible retirement. She said that she never saw a flexible retirement quotation before her benefits were put into payment. She is unhappy that an actuarial reduction has been applied to her benefits.

54. I note that uncertainty exists over whether Mrs Y received the flexible retirement quotation that the Council produced in May 2016. If this was not received, I am satisfied that Mrs Y had adequate opportunity to request such a quotation before she agreed to take flexible retirement. It was her choice not to make such a request.

55. I find no evidence of Mrs Y being notified that her retirement benefits would not be subject to an actuarial reduction. I note that she has said that she was told verbally that it was a satisfactory situation for her, with no losses. While I have no reason to doubt Mrs Y's assertion that these comments were made, the context in which they were made is not clear and they are very general in nature. I find that it was not reasonable for Mrs Y to derive any assumptions about the level of benefits that would be payable to her from these comments.

56. I do not agree that the M37 form quoting a zero cost of Mrs Y's flexible retirement to her employer is an indicator that her benefits had not been actuarially reduced. The Notification submitted by the Council on 20 July 2017 stated the reason for Mrs Y leaving as being 'Flexible Retirement – Actuarial Reduction Waived – No'. As the actuarial reduction was not being waived, the M37 form was correct in indicating that there would be no cost to the employer.

57. I note Mrs Y's comment that no contract or letter of acceptance exists in relation to her flexible retirement. However, she twice submitted a signed retirement declaration. In common with standard pensions industry practice, I find that this was adequate to confirm her instruction that she wished to retire. I also note that the declaration included a tick box: 'Please send me more information about my options'. Mrs Y did not tick this box. Instead, she ticked the box: 'I wish to convert the maximum amount of pension into additional lump sum'.

58. Any decision to reverse Mrs Y's flexible retirement was at the discretion of MPF. I note that it decided not to exercise this discretion.
59. I note that Mrs Y has questioned the accuracy of the contributions paid to the Scheme in the light of the fact that her original working hours were recorded incorrectly as 25 hours a week. Contributions are based on pensionable pay and not hours worked. So, I do not find that this is a concern.
60. Mrs Y has said that the information held by the Council in relation to her employment was not correct at the time that her benefits were calculated. However, not all the information that it held is relevant to the calculation of her benefits. In particular, it is her weekly hours worked and the full-time equivalent hours over the period from 1 August 1998 to 31 March 2014 that are of relevance. This point is covered by Rule 11 of the pre-Regulations, an extract from which can be found in the Appendix.
61. The incorrect date recorded concerning the number of weeks Mrs Y worked each year was not relevant to the calculation of her benefits. Nor was her history of worked hours after 31 March 2014 due to her switching from being in the final salary section of the Scheme to the career average revalued earnings section. Under the career average revalued earnings section it is the pensionable pay received each year that is most relevant to the calculation of benefits.
62. Mrs Y has stated that she was never allowed a fair appeal. I note that concerns were expressed in relation to the tone of the stage one IDRPs response, the suggestion being that it was unnecessarily stern. I also note that the Council has apologised to Mrs Y for this. I find that there were no other areas of concern in relation to the IDRPs process that Mrs Y went through.
63. I note that Mrs Y has expressed disappointment that the Adjudicator did not consider the stress that she has suffered as being worthy of compensation. However, the Adjudicator made this comment in the context of the delay in completing stage two of the IDRPs and the inappropriate divorce statements she had been sent. In the Adjudicator's opinion, these were the only instances of maladministration that had occurred.
64. I agree with the Adjudicator's assessment. I acknowledge the stress suffered by Mrs Y. However, I do not agree that MPF or the Council can be held responsible for this apart from in respect of the IDRPs delay and the inappropriate divorce statements. I note that MPF has issued an apology to Mrs Y, and I find that this is adequate redress.

CAS-36970-Y1Z9

65. I do not uphold Mrs Y's complaint.

Anthony Arter

Pensions Ombudsman
28 September 2021

Appendix

Extracts from the pre-Regulations

“Other early leavers: deferred retirement benefits and elections for early payment

31 [...]

(3) If the member elects, he is entitled to a pension and retirement grant payable immediately.

(4) If the sum -

(a) of the member's age in whole years on the date his local government employment ends or the date he elects, if later,

(b) of his total membership in whole years, and

(c) in a case where he elects after his local government employment ends, of the period beginning with the end of that employment and ending with the date he elects,

is less than 85 years, his retirement pension and grant must be reduced by the amounts shown as appropriate in guidance issued by the Government Actuary (but see paragraphs (5) and (6) and regulation 36(5) (GMPs)).

(5) A member's appropriate employing authority may determine on compassionate grounds that his retirement pension and grant should not be reduced under paragraph (4).”

“Length of period of membership: calculation of benefit

11 [...]

(3) Membership in part-time service is counted as the appropriate fraction of the duration of membership.

(4) The numerator of that fraction is the number of contractual hours during the part-time service and its denominator is the number of contractual hours of that employment if it were on a whole-time basis.”