

Ombudsman's Determination

Applicant	Mr N
Scheme	Local Government Pension Scheme
Respondent	Nottinghamshire County Council (NCC)

Outcome

1. Mr N's complaint against NCC is partly upheld. To put matters right, NCC shall pay Mr N £500 for significant distress and inconvenience.

Complaint summary

2. Mr N has complained that NCC has amended the service credit in respect of his transfer-in. Mr N has also complained about NCC's customer service.

Background information, including submissions from the parties

3. Relevant extracts from The Local Government Pension Scheme Regulations 2013 (SI 2013/2356) (**the 2013 Regulations**), are provided in Appendix 1. Subsequent reference to regulations in this Opinion are to regulations in the 2013 Regulations.
4. In 2005, Mr N obtained full-time employment with NCC and joined the Nottinghamshire Pension Fund (**the Fund**), which is part of the Scheme. NCC is the administering authority for the Fund.
5. In November 2012, Mr N was employed by Nottingham Trent University (**NTU**) as a Table Tennis Coach. As relevant, the terms and conditions of his employment state:

"1 **APPOINTMENT**

- 1.1 Your appointment is on an 'open ended' contract.

...

3. **DUTIES AND HOURS OF WORK**

- 3.1 There are no normal or guaranteed hours of work under this Agreement. Discreet pieces/programmes of work may be offered to you where a

resourcing need is identified. The offer of work will be made in writing and will confirm the duration and times of work and your line manager...

- 3.2 Your duties will be particular to any programme/piece of work offered to you.
- 3.3 You may be required to undertake work at any of the levels identified in Appendix A, subject to you being appropriately experienced, skilled and qualified. The level you will be engaged at will be determined locally by your line manager.

4 REMUNERATION

- 4.1 The roles of Instructor and Coach have been evaluated at grades C to G. The salaries are shown in Appendix A, together with the market rate supplement and total hourly rate.”

6. As relevant, the pay rates for a Table Tennis Coach are shown as:

Coach Level	Grade	Hourly Rate (£)	Holiday Pay	Full-Time Equivalent Pay (£)
1	D	15	2.0775	32,947.38
2	E	20	2.77	43,929.84
3	F	25	3.4625	54,912.29

7. NTU's Payroll Office sent a pension starter form to NCC. Next to full-time equivalent (FTE) salary is entered £32,947.38.
8. At some time, Mr N enquired about transferring-in benefits from a private pension with Skandia Life.
9. In late February 2013, NCC informed Mr N, on the basis that he started his NTU employment on FTE pay of £32,947.38 (that is at Coach Level 1), the transfer would purchase 6 years and 42 days pensionable service in the Scheme.
10. Mr N chose to proceed with the transfer. Following the transfer's completion, NCC issued a 'Statutory Notification', dated 28 March 2013, which showed a service credit of 6 years and 80 days.
11. Mr N's employment with NCC ended on the grounds of redundancy on 30 March 2013.
12. Following his resignation, Mr N's employment with NTU ended on 31 May 2015.
13. In April 2016, Mr N telephoned NCC requesting benefit statements in respect of his pensionable employment with NCC and NTU.

14. In June 2016, NCC received a letter from Mr N chasing for both statements.
15. On 22 June 2016, Mr N received a deferred benefit statement in respect of his NCC pensionable service.
16. In July 2016, acting on Mr N's behalf, Mr N's uncle telephoned NCC requesting information in respect of Mr N's NTU pensionable service, including the service credit for the transfer-in.
17. Mr N wrote again to NCC in August 2016. Mr N said he had tried to email but had received no reply. He confirmed receipt of the statement in respect of his NCC pensionable service and requested a statement for his NTU pension service.
18. On 12 September 2016, Mr N received from NCC a deferred benefit statement in respect of his NTU pensionable employment. But this did not include the service credit for his transfer-in. Mr N's uncle called NCC querying the matter in September, October and November 2016. NCC said it was looking into it and was awaiting information from NTU.
19. In November 2016, NCC received information from NTU that Mr N's FTE pay when his employment commenced was £54,911.59 (Coach Level 3) and not £32,947.38 as originally notified.
20. Based on the higher FTE pay (£54,911.59), NCC recalculated the service credit for Mr N's transfer-in to be 3 years and 267 days. This produced the same equivalent pensionable pay as the original service credit of 6 years and 80 days based on the lower FTE pay of £32,947.38. That is:
$$£32,947.38 \times (6.2192^1 \times 1/60^{\text{th}}) = £3,415.11$$

and
$$£54,911.59 \times (3.7315^2 \times 1/60^{\text{th}}) = £3,415.04.$$
21. In March 2017, NCC issued to Mr N a deferred benefit statement which erroneously showed 3 years and 267 days as 80ths pensionable service. The same month NCC issued a corrected statement. No explanation was given for the revised service credit.
22. The next month, Mr N's uncle queried the reduced service credit and the service shown for Mr N's NTU pensionable employment. A corrected statement was requested.
23. In reply, a representative for NCC wrote to Mr N on 28 April 2017. They explained:-

¹ 6 years + (80/365 days).

² 3 years + (267/365 days).

- All details of Mr N's employment and pensionable history were provided by NTU. It was only from NTU that NCC would consider changing his service or pension remuneration.
- NTU had notified NCC that no remuneration was ever paid at Coach Level 1. So, the transferred funds had been reallocated to a post Mr N had worked in. The only viable record was with FTE pay of £54,911.59.
- Applying the same factors used in the original calculation, but with the higher FTE pay, meant the service purchased had reduced to 3 years and 267 days. But the recalculated service had no financial impact, as the same pension would be payable. So, there was no loss or gain.
- The revision should have been explained when the deferred benefit statement was issued in March 2017 and apologised for the oversight.
- The only alternative to the recalculation would be to return the monies received to Skandia Life.
- In respect of Mr N's hours worked. For the period up to 31 March 2014, it had used the hours provided by NTU and the pension contributions it had received. For the period from 1 April 2014, a change in the Scheme rules meant that service was no longer used to calculate the pension. The pension accumulated for this period was the £27.68 CARE³ element on the statement.
- Consequently, a revised statement would not be issued unless NTU advised that further pension contributions had been paid, or alternatively Mr N wished his transfer-in to be returned to Skandia Life.

24. On 15 May 2017, Mr N's uncle emailed NCC:-

- Mr N did not accept NCC's position on the amended service credit and requested that NCC reconsider the matter. Mr N did not want the transfer returned to Skandia Life.
- In February 2013, Mr N had been informed that the transfer would purchase 6 years and 42 days. Based on this information, he decided to proceed with the transfer. The subsequent March 2013 Statutory Notification showed a service credit of 6 years and 80 days. Where in the Scheme regulations did it allow a unilateral change to the Statutory Notification?
- Mr N was employed by NTU on variable hours at three different hourly rates. The hours worked and pay were combined into one monthly payslip. No separate contracts were issued with annual equivalent pay. The calculation of annual equivalent pay was solely within NCC's domain. A single employee reference was

³ Career average revalued earnings – based on salary for each year in Scheme.

used by NTU, a single Statutory Notification was issued and a single letter confirming Mr N's resignation was issued by NTU.

- Mr N recalled that his coaching for nine weeks in 2013 included an hour per week at a lower rate of pay as part of an essentials course for social table tennis players. However, Mr N had no formal payment records for this period.
- Mr N felt "picked on" in that he appeared to be alone in having a retrospective change to a statutory Notification.
- The service Mr N had received from NCC was very poor.

25. NCC reaffirmed its position.

26. On 26 June 2017, Mr N requested a detailed response to the points made in the 15 May 2017 email. Receiving no response, Mr N's uncle chased the matter in July 2017. On 21 August 2017, a formal complaint was submitted to NCC.

27. On 7 September 2017, NCC formally replied. Regarding customer service, NCC agreed that 14 months was not an acceptable period for the issues and queries that Mr N had raised to be responded to, resolved and apologised. The issues had been discussed with the Senior Practitioner of the Pension Administration Team and the Pension Manager, who would be speaking to the individuals involved to address the points raised and to ensure that any future cases were escalated and addressed in a timely manner. On the transfer from Skandia Life, NCC reiterated why the purchased service credit was less than the original transfer calculation but nonetheless the associated pension benefits were the same, so there was no financial detriment.

28. Mr N did not accept NCC's response and invoked the Fund's two-stage Internal Dispute Resolution Procedure (**IDRP**).

29. In January 2018, NCC obtained from NTU a schedule detailing Mr N's hours of work and pay rates for tax years 2012/13 to 2015/16. This showed paid hours for Coach Level 2 and Coach Level 3 and no paid hours for Coach Level 1 (see Appendix 2).

30. On 31 January 2018, NCC issued its stage 1 decision not upholding Mr N's complaint. The appointed adjudicator said:-

- The formal written apologies offered to Mr N by the responsible senior officers were proportionate. So, a proper apology had been provided on behalf of NCC.
- They acknowledged the time and effort that Mr N and his uncle had spent pursuing the complaint and the inconvenience caused and further apologised for this on behalf of NCC.
- The NCC pensions team had considered all information supplied by NTU when creating and amending Mr N's pension record.
- Under the provisions of the Scheme, a member was only entitled to receive what their pension contributions had bought.

- The 2013 Regulations allowed for adjustments to be made, including to Statutory Notifications, to ensure a member's pension contributions were accurately reflected in their pension benefits.
- There was no evidence that Mr N was "singled out" and there was no unilateral decision by the NCC's Pensions Office to amend Mr N's service credit from 6 years and 80 days to 3 years and 267 days.
- The rectification was instigated by and based on revised information from NTU regarding the service on which Mr N's pension contributions were made.
- No pension could be attributed where there were no pay records. The records provided by NTU confirmed that no pay was posted against Coach Level 1 with FTE pay of £32,947.38.
- NCC applied the transfer to the genuine record and issued a revised Statutory Notice. This complied with regulation 24(10), which allowed a pension account adjustment for the purpose of "correcting an error in a pension account".
- Any ongoing dispute that Mr N may have concerning the accuracy or fullness of the salary information provided by NTU to NCC would need to be raised with his former employer. Mr N should contact NTU.

31. After obtaining information from NTU, Mr N appealed in November 2018. Mr N said:-

- The apologies given did not cover his "distress, anxiety, constant worry, hurt, upset" and the discourteous way he had been treated by NCC's Pension Office.
- He considered a payment of a substantial amount should be made to him by NCC.
- NTU had confirmed that he was employed under a single contract of employment as a Table Tennis Coach. His employment commenced in November 2012. He had continuous service until he resigned in May 2015. He completed one timesheet for each work period and was paid on one payslip and received an annual P60. The three NTU payroll records were used to calculate his pay under three different grades, depending on the level of pupil being coached. NCC was wrong in treating each of these grades as a separate employment needing a separate account.
- During his employment he worked under each of the three pay grades of his contract of employment. He worked on the "club", "coach" and lower graded "essentials" course. He completed timesheets which listed his work pertaining to the level of skill of the student he was coaching. From entries in his diary, he worked nine hours at the lower "essential" rate in April and October 2013. This was wrongly coded by NTU and so not entered correctly under the lower grade by the payroll section. NTU had confirmed that he paid pension contributions on all his hours worked between November 2012 and May 2015.

- The offer of 6 years and 80 days service credit for his transfer value was correct. He accepted the offer. A binding contract (offer, acceptance, consideration and intent) was formed. Regulation 101 required NCC's Pensions Office to credit the active member with the appropriate amount of earned pension and that the calculation be in accordance with actuarial guidance issued by the Secretary of State. There was no provision to change the service credit given. Nothing was raised on this matter until April 2017.
 - While NCC blamed NTU for this situation, NCC created three accounts and then decided to make changes to his service credit. NCC should reinstate his service credit of 6 years and 80 days at his final year's pay.
32. As part of his appeal, Mr N submitted a timesheet for week ending 3 November 2013. The section completed by the claimant (Mr N) details for 29 October 2013 two activities: 'Essentials Course' 1 hour and Club Coaching 2 hours. The corresponding section completed by NTU details 1 hour at Coach Level 2 and 2 hours at Coach Level 3.
33. On 18 March 2019, NCC issued its stage two decision. The appointed person said:-
- The delay by both NTU and NCC in dealing with the issue of Mr N's transferred pension amounted to maladministration. However, there was no power under the IDRPs to award compensation.
 - The internal correspondence from NCC's Pensions Office stating that Mr N was "very keen to have your cake and eat it" was inappropriate.
 - Considering the unpredictable nature of his employment (an "open-ended contract" with no normal or guaranteed hours) and payment at different rates according to the work carried out, it was reasonable for NTU to separate Mr N's pay grades into three separate payroll records. It would have been impossible for NTU to amalgamate different hourly rates into a single payroll record as NTU would have needed to establish a single FTE salary. It would have been very difficult to predict the amount of time Mr N would spend working on any hourly rate.
 - The 2013 Regulations did not specify how concurrent pay grades should be treated in terms of enrolment in the Scheme. This was a matter for employers to determine based on their existing practice. However, the 2013 Regulations did state that the amount contributions to the Scheme would have been determined by Mr N's salary. As Mr N had a different salary for each grade, it was not inappropriate for NTU to create three pension accounts. Additionally, regulation 22(2) provided that where there were separate employments a separate pension account must be opened for each. While Mr N had a single contract of employment, he had separate payroll records. So, the principle behind regulation 22(2) applied.

- On his timesheets for October 2013 (8, 15, 22 and 29) and 5 November 2013, Mr N had entered hours for which he had described the activity as “Essentials Course”. NTU had responsibility for determining Mr N’s grade of pay after he had completed his entries. While Mr N now asserted that the timesheets contained incorrect entries by NTU, he had not raised any queries at the relevant time. Based on his timesheets and the pay record provided by NTU’s Payroll Office, Mr N did not work any hours at Coach Level 1.
- A transfer value could not be credited to a pension account with no hours because if no salary had been paid, no pension contributions would have been made and the account would not be active. Consequently, it was appropriate for his transfer-in to be reallocated to a different pension account. This was not in breach of the 2013 Regulations.
- While it would have been good practice for NTU to have given Mr N the choice of which payment grade (Coach Level 2 or 3) to reallocate his transfer to, Mr N had suffered no loss by the transfer being reallocated to Coach Level 3.
- Mr N claimed the statement of estimated benefits that he was given in 2013 represented a binding contract and there was no legal provision for making changes to his service credit. However, regulation 23(6) permitted NCC’s Pensions Office to adjust his pension account to correct an error. The allocation of his transfer-in to a grade where he had received no remuneration was an error in his pension account. So, NCC’s Pensions Office was entitled to correct this. It was also worth noting that after Mr N left NTU, all three accounts would have eventually been aggregated to calculate his deferred benefits. So, an adjustment would have been made in any event.

Mr Ns position

34. Commenting on NCC’s stage two decision, Mr N submits:-

- It has been concluded that he worked no hours at Coach Level 1, despite “essentials” being entered on timesheets. NCC do not appear to have tried to clarify his working arrangements with NTU.
- NCC does not have the power to change the Statutory Notification and in such a way.
- Regulation 22(2) requires a separate pension account for each employment, not for every pay grade. He had one basic pay grade which was supplemented by different market supplements and holiday pay allowance. NCC has wrongly used regulation 22(2) to justify its actions. Regulation 22(6) relates mainly to employment for less than two years. Regulation 23(6) relates to aggregation of accounts or separately to correct an error. No error was made. Regulations 100 and 101(1) permits the transfer to be made. It was correctly calculated with actuarial guidance.

- NTU was able to amalgamate different hourly rates from his weekly timesheets to monthly payslips. NTU simply wrongly graded his essentials work.
- The 2013 Regulations do not specify how concurrent pay grades should be treated. But the appointed person gave a view which was used to the advantage of their conclusion.
- The monthly payslips were difficult for him to check and verify against his diary entries.
- Pension contributions were paid on all hours worked at the basic pay plus supplements. NCC reallocated his transfer not NTU.
- His attempt to resolve his complaint by NTU using his earnings for his last 12 months of employment was rejected. This appears to be the more normal way of working out final pay.
- Maladministration by NCC and NTU is confirmed with reference to time delays, losing information, ignoring his letters, providing inaccurate information, making decisions without contacting him and being rude to him "wanting my cake and eat it". NTU should pay him £2,000 and NCC should pay him £4,000 compensation for distress and inconvenience caused.

35. Commenting on NCC's position (see below paragraph 40), Mr N submits:-

- "The pension scheme enables and allows employees in the scheme to receive an increased pension from increased pay levels, promotion, pay awards, re[-]gradings etc." NCC's response does not recognise this and only wants to highlight no loss in his future pension.
- NCC has not proven its actions in their response to his complaint. It should reinstate the 6 years and 80 days service credit with FTE pay of £54,912.29.

36. Mr N has provided his NTU timesheets and payslips. Extracts from the former are provided in Appendix 3.

NCC's position

37. NCC submits:-

- It accepts that it did not respond to Mr N's queries as quickly as it should have done. However, some of the delay was due to it awaiting clarification of employment information for Mr N from NTU. NCC has already apologised to Mr N for this.
- It accepts that in March 2017 it sent Mr N an incorrect statement showing the service credit for his transfer-in as benefits based on 1/80ths. But a corrected statement was quickly sent the same month, which made it clear that these benefits were calculated on the basis of 1/60ths.

- It accepts that it did not respond quickly enough to Mr N or his uncle in respect of a letter sent on 26 June 2017, which was chased three times in July 2017 and led to Mr M writing to the Chief Executive of NCC on 21 August 2017. An initial response was provided on 29 August 2017 and then in detail on 7 September 2017.
- It accepts that its Pensions Office failed to explain the change to Mr N's service credit at the time it sent the March 2017 statement. An explanation and apology was provided on 28 April 2017. Again, some of the delay was due to trying to establish which post the transfer related to.
- As the Pensions Office was never notified that Mr N carried out work at an employment with FTE pay of £32,947.38, it took the decision to reallocate the transfer to an employment he had worked (Coach Level 3). The resultant annual pension purchased is unchanged, so there is no financial loss to Mr N.
- Mr N appears to believe that he should have the benefit of the higher service credit with the higher FTE pay.
- Mr N's comment that derogatory terms were used to describe him refers to an internal email sent on 25 August 2017 which included the comment "they are very keen to have their cake and eat it by having the original service but with the higher pay". The exchange between Pensions Office staff was not directed towards Mr N. It was describing the circumstance of allocating the original higher service credit to the higher FTE pay.
- NCC did not issue a deferred benefit statement in 2015 as it did not receive confirmation that Mr N had left NTU's employment until January 2016. It then sought additional information from NTU which was finalised in November 2016. The statement was then issued in March 2017.
- It has responded appropriately to all the complaints raised by Mr N. The initial issue which created the situation was due to NTU not allocating Mr N's service to the correct employment which caused difficulty in allocating the transfer to the correct record.

Adjudicator's Opinion

38. Mr N's complaint was considered by one of our Adjudicators who concluded that further action was required by NCC. The Adjudicator's findings are set out below in paragraphs 39 to 54.
39. The Adjudicator noted the complaint that TPO had accepted for investigation was against NCC, not NTU. The Adjudicator set aside Mr N's comment that NTU incorrectly coded nine hours of his coaching work in 2013, as TPO could not consider accepting a complaint against NTU until he had first raised it with NTU.

40. There were two parts to Mr N's complaint against NCC. The first was that NCC wrongly amended the service credit purchased by his transfer-in from 6 years and 80 days to 3 years and 27 days. The second concerned poor customer service.

The service credit amendment

41. Several factors were used in the calculation of a service credit for a transfer-in, including the member's annual pensionable pay (in Mr N's case his FTE annual pay).
42. Mr N's FTE pay was based on the coaching level he worked. When Mr N's employment commenced with NTU his FTE pay was set at Coach Level 1, albeit his contract of employment did not stipulate how many hours he would do or at what level.
43. Mr N's transfer-in was received by the Fund at some time prior to April 2013.
44. There was some dispute on whether Mr N did any work at Coach Level 1 during 2013. However, Mr N did not dispute that he did not work at Coach Level 1 prior to April 2013. So, Mr N's claim that he did work at this level for nine weeks in April/May and October/November 2013 (albeit NTU's payroll records do not show any time being recorded at Coach Level 1 for Mr N between 2013 and 2016) was not relevant to the service credit calculation for his transfer-in. Nonetheless, as confirmed at paragraph 47 below, the coaching level chosen did not materially alter Mr N's pension entitlement following the transfer-in.
45. Mr N said NCC did not have the power to change the Statutory Notification and in such a way. By saying that the Adjudicator presumed Mr N meant NCC may not amend the original service credit. The Adjudicator did not agree. Subject to a member's status, regulation 23(6) permitted the amendment of an active member's pension account to correct an error and regulation 24(10) permitted the amendment of a deferred member's pension to correct an error.
46. NCC was reliant on information it received from NTU to calculate Mr N's service credit. In November 2016, NTU notified NCC that Mr N had not worked at Coach Level 1. This meant the calculation of Mr N's service credit of 6 years and 80 days was based on FTE pay that Mr N had not received. That is the FTE pay used was incorrect.
47. To correct this error, NCC recalculated the service credit by applying the same factors used for the original service credit calculation but with the higher FTE pay. The net result was the same pension payable as the original service credit calculation. So, the revision had not caused Mr N a material financial loss.
48. Mr N wanted the original service credit with Coach Level 3 FTE pay. But that would give him pensionable pay more than his entitlement.
49. Mr N said the pension scheme enabled and allowed employees in the scheme to receive an increased pension from increased pay levels, promotion, pay awards, re-

gradings etc. NCC's response did not recognise this and only wanted to highlight no loss in his future pension.

50. The Adjudicator said Mr N's point was somewhat null and void as he did not appear to have benefited from "increased pay levels, promotion, pay awards, re[-]gradings, etc" as the three Coaching levels were in his contract, just that he worked at Coach Level 2 and 3 rather than at Coach Level 1.

Customer service

51. Mr N said maladministration by NCC was confirmed with reference to time delays, losing information, ignoring his letters, providing inaccurate information, making decisions without contacting him and being rude to him "wanting my cake and eat it". He said NCC should pay him £4,000 compensation for distress and inconvenience caused.
52. NCC accepted that it did not respond to Mr N's queries as quickly as it should have done, issued an incorrect statement in March 2017 and initially failed to explain to Mr N the revision to the service credit for his transfer-in. NCC said the internal email exchange between its Pensions Office staff was not directed towards Mr N but was describing the circumstances of allocating the original service credit to Coaching Level 3 FTE pay. NCC said it did not issue a deferred benefit statement in 2015 as it was not informed by NTU that Mr N had left its employment until January 2016. It then sought additional information from NTU which was finalised in November 2016 and issued the statement in March 2017.
53. The Adjudicator accepted that some of the time taken in responding Mr N's queries could be attributed to NCC awaiting information from NTU. The Adjudicator also noted that NCC quickly issued a corrected statement in March 2017. Nonetheless, the Adjudicator's view was that the time NCC took to issue the deferred statement, the fact that Mr N had to chase NCC for a response to his queries on several occasions and NCC belatedly explained to Mr N why his service credit had been amended amounted to maladministration, which caused Mr N significant non-financial injustice (also known as distress and inconvenience). Given the maladministration, it was the Adjudicator's view that a payment of £500 was merited. This was consistent with the guidance issued by the Pensions Ombudsman on non-financial injustice⁴.
54. The Adjudicator's opinion was that Mr N's complaint should be partly upheld.
55. Both NCC and Mr N have disagreed with the Adjudicator's Opinion on the level of redress for non-financial loss. NCC considers it to be disproportionate to the complaint. NCC believes consideration should be given to the service Mr N has had in the Fund, and the contributions paid, in total £106. It says an award of £500 would be a significant percentage return on the amount contributed into the fund, along with no loss of benefits. It says Mr N's only loss is one of disappointment that he could not secure the higher amount of service to which he was not entitled. Mr N says the way

⁴ <https://www.pensions-ombudsman.org.uk/publication/redress-non-financial-injustice>

he was treated by NCC and the reduction of years of service caused him serious distress and inconvenience.

56. Mr N's complaint was passed to me to consider. I agree with the Adjudicator's Opinion and note the additional points respectively raised by NCC and Mr N.

Ombudsman's decision

57. Payments for non-financial injustice awarded by me are intended to provide some modest recognition that the individual has suffered distress and inconvenience as a result of maladministration. They are not intended to be punitive nor are they calculated using the methodologies adopted by the Courts or Employment Tribunals. They are also not subject to a financial loss having been incurred or its size.

58. While I note that NCC has apologised to Mr N, I find that a payment of £500 for significant non-financial injustice is merited for the reasons given by the Adjudicator (as set out in paragraph 53 above).

59. I uphold Mr N's complaint in part.

Directions

60. To put matters right, within 28 days of the date of this Determination, NCC shall pay Mr N £500 for significant distress and inconvenience caused.

Anthony Arter CBE

Deputy Pensions Ombudsman
19 February 2024

Appendix 1

Extracts from The Local Government Pension Scheme Regulations 2013 (as amended)

1. As relevant, regulation 23, 'Active member's pension accounts' provides:

"...(6) Other than to correct an error in a pension account, a pension account adjustment can only arise as a consequence of—
..."

2. As relevant, regulation 24, 'Deferred member's pension account and deferred refund account', provides:

"...

(10) Other than to correct an error in a deferred member's pension account, the only pension account adjustment that can arise under this regulation is an adjustment as a consequence of a matter specified in regulation 23(6) (adjustments to active member's pension accounts)."

3. As relevant, regulation 100, 'Inward transfers of pension rights', provides:

"An active member with relevant pension rights may request the appropriate administering authority to accept a transfer value for some or all of those rights from the relevant transferor.

(2) Relevant pension rights are—

(a) accrued rights under a registered pension scheme...

...

(6) A request from a transferring person under paragraph (1) must be made by notice in writing given to the appropriate administering authority and the Scheme employer before the expiry of the period of 12 months beginning with the date on which the person first became an active member in an employment (or such longer period as the Scheme employer and administering authority may allow).

(7) Where a request under paragraph (1) is duly made, the administering authority may accept the transfer value and credit it to its pension fund.

..."

4. As relevant, regulation 101, 'Effect of acceptance of transfer value', provides:

“(1) Where a transfer value has been accepted under regulation 100 (inward transfer of pension rights), the administering authority must credit the active member's pension account with the appropriate amount of earned pension.

(2) The appropriate amount of earned pension for the purposes of paragraph (1) is calculated—

...in accordance with actuarial guidance issued by the Secretary of State.”

5. Schedule 1, 'Interpretation' provides:

“**actuarial guidance issued by the Secretary of State**” means guidance identified by the Secretary of State as such which has been issued in accordance with regulation 2(3);

6. Regulation 2(3) provides:

“The Secretary of State may, after consultation with the Government Actuary's Department, issue actuarial guidance to administering authorities.”

Appendix 2**NTU Schedule of Mr N's rates of pay by tax year.**

	Coach level 1	Coach level 2	Coach level 3
FTE Pay (£)	32,947.38	43,929.84	54,912.29
Tax Year 2015/16	Hours paid	Hours paid	Hours paid
Apr 2015	0.00	0.00	8.00
Total	0.00	0.00	8.00
Tax Year 2014/15			
Mar 2015	0.00	0.00	8.00
Feb 2015	0.00	2.00	6.00
Jan 2015	0.00	2.00	0.00
Dec 2014	0.00	0.00	8.00
Nov 2014	0.00	0.00	8.00
Apr 2014	0.00	0.00	6.00
Total	0.00	4.00	36.00
Tax Year 2013/14			
Mar 2014	0.00	0.00	14.00
Feb 2014	0.00	8.00	0.00
Jan 2014	0.00	0.00	2.00
Dec 2013	0.00	1.00	8.00
Nov 2013	0.00	4.00	10.00
Jun 2013	0.00	0.00	1.00
May 2013	0.00	0.00	2.00
3/5/2013	0.00	0.00	1.00
2/4/2013	0.00	0.00	1.50

Total	0.00	0.00	39.50
Tax Year 2012/13			
22/3/13	0.00	0.00	1.50
15/3/13	0.00	0.00	1.50
8/3/13	0.00	0.00	1.50
1/3/13	0.00	0.00	1.50
15/2/13	0.00	0.00	1.50
8/2/13	0.00	0.00	1.50
1/2/13	0.00	0.00	1.50
25/1/13	0.00	0.00	1.50
18/1/13	0.00	0.00	1.50
14/12/12	0.00	0.00	1.50
7/12/12	0.00	0.00	1.50
30/11/12	0.00	0.00	3.00
Total	0.00	0.00	19.50

Appendix 3**Extracts from Mr N's NTU timesheets**

Day	Activity	Hrs	Hrs agreed	Coaching Level	Week/ending	Payroll Input Date
24/3/15	Table Tennis (TT)	2	2	3	29/3/15	1/4/15
17/3/15	TT	2	2	3	22/3/15	1/4/15
10/3/15	TT	2	2	3	15/3/15	1/4/15
3/3/15	TT	2	2	3	8/3/15	1/4/15
24/2/15	TT	2	2	3	1/3/15	5/3/15
17/2/15	TT	2	2	3	22/2/15	25/2/15
10/2/15	TT	2	2	3	15/2/15	25/2/15
3/2/15	TT	2	2	3		
27/1/15	TT	2	2	2	1/2/15	7/2/15
20/1/15	TT	2	2	3	25/1/15	27/1/15
13/1/15	TT	2	2	3	18/1/15	26/1/15
6/1/15	TT	2	2	3	11/1/15	26/1/15
2/12/14	TT	2	2	2	7/12/14	22/12/14
25/11/14	TT	2	2	3	30/11/14	2/12/14
18/11/14	TT	2	2	3	23/11/14	25/11/14
4/11/14	TT	2	2	3		
11/11/14	TT	2	2	3	16/11/14	19/11/14
28/10/14	TT	2	2	3	2/11/14	5/11/14
21/10/14	TT	2	2	3	26/10/14	27/10/14
14/10/14	TT	2	2	3	19/10/14	21/10/14
7/10/14	TT	2	2	3	12/10/14	
28/3/14	TT	2	2	3	30/3/14	2/4/14
18/3/14	TT	2	2	3	23/3/14	1/4/14
11/3/14	TT	2	2	3	16/3/14	1/4/14

25/2/14 23/2/14	Coaching Coaching	2 6	2 6	3 3	2/3/14	4/3/14
18/2/14	TT	2	2	3	23/2/14	26/2/14
11/2/14	TT	2	2	3	16/2/14	26/2/14
4/2/14	TT	2	2	3	9/2/14	26/2/14
28/1/14	TT	2	2	3	2/2/14	4/2/14
21/1/14	TT	2	2	3	26/1/14	4/2/14
14/1/14	TT	2	2	3	19/1/14	4/2/14
7/1/14	TT	2	2	3	12/1/14	4/2/14
8/12/13	TT	2	2	3	8/12/13	7/1/14
26/11/13	TT	2	2	3	1/12/13	3/2/13
17/11/13	TT	2	2	3	24/11/13	27/11/13
12/11/13	TT	2	2	3	17/11/13	27/11/13
5/11/13	Essential Club	1 2	1 2	2 3	10/11/13	27/11/13
29/10/13	Essential Club	1 2	1 2	2 3	3/11/13	6/11/13
22/10/13	Essential Club	1 2	1 2	2 3	27/10/13	28/10/13
15/10/13	Essential Club	1 2	1 2	2 3	20/10/13	28/10/13
8/10/13	Club	2	2	3	13/10/13	28/10/13
1/10/13	TT	2	2	3	6/10/13	28/10/13
14/5/13	TT	1	1	3	19/5/13	7/6/13
7/5/13	TT	1	1	3	12/5/13	14/5/13
30/4/13	TT	1	1	3	28/4/13	9/5/13
23/4/13	TT	1	1	3	28/4/13	30/4/13
19/3/13	TT	1.5	1.5	3	24/3/13	25/3/13
12/3/13	TT	1.5	1.5	3	17/3/13	18/3/13

CAS-38916-T6Z7

5/3/13	TT	1.5	1.5	3	10/3/13	11/3/13
26/2/13	TT	1.5	1.5	3	3/3/13	4/3/13
19/2/13	TT	1.5	1.5	3	24/2/13	26/2/13
5/2/13	TT	1.5	1.5	3	10/2/13	11/2/13
28/1/23	TT	1.5	1.5	3	3/2/13	4/2/13
22/1/13	TT	1.5	1.5	3	27/1/13	28/1/13
15/1/13	TT	1.5	1.5	3	20/1/13	21/1/13
8/1/13	TT	1.5	1.5	3	13/1/13	14/1/13
4/12/12	TT	1.5	1.5	3	9/12/12	11/12/12
27/11/12	TT	1.5	1.5	3	2/12/12	3/12/12
20/11/12	TT	1.5	1.5	3	25/11/12	27/11/12
13/11/12	TT	1.5	1..5	3	18/11/12	27/11/12