

## Ombudsman's Determination

Applicant	Mr E
Scheme	Johnston Press Pension Plan ( <b>the Plan</b> )
Respondents	Open Trustees Limited ( <b>Open Trustees</b> ) Hymans Robertson LLP ( <b>Hymans Robertson</b> )

### Complaint Summary

Mr E has complained that when he tried to transfer out of the Plan, Hymans Robertson caused delays. He believes that this prevented him from securing a transfer before the Plan entered an assessment period by the Pension Protection Fund (**PPF**), meaning he could no longer transfer out of the Plan. He would like to be able to transfer his funds to a pension provider of his choosing.

### Summary of the Ombudsman's Determination and reasons

Mr E's substantive complaint concerning delays in relation to his transfer cannot be investigated, and his other complaints should not be upheld against Open Trustees and Hymans Robertson because:

- the liability for the complaint in relation to delays has transferred to the board of the PPF, and I do not have the jurisdiction to investigate a complaint of this nature against the board of the PPF;
- there is no evidence of Hymans Robertson misinforming Mr E with assurances that he would receive the illustration of a Cash Equivalent Transfer Value (**CETV**) he requested in October 2018; and
- the delayed refund of the CETV fee did not amount to maladministration causing distress or inconvenience.

## Detailed Determination

### Material facts

1. Mr E's complaint concerns acts and/or omissions that occurred in early 2017. At that time, the Plan was administered by Hymans Robertson on behalf of the Trustees of the Johnston Press Pension Plan (**the Former Trustees**). The Plan subsequently entered a PPF assessment period in November 2018, and Open Trustees was appointed as sole trustee of the Plan in December 2018. The Plan then transferred to the PPF on 7 October 2020.
2. On 21 February 2017, Mr E asked Hymans Robertson for an illustration of a CETV. Hymans Robertson issued this on 27 April 2017, but Mr E did not follow this up with a transfer request.
3. On 17 February 2018, less than a year later, Mr E contacted Hymans Robertson and asked for information regarding his pension benefits in the Plan, including another illustration of a CETV, details of the benefits payable to him at that time, as well as at his Normal Retirement Age (**NRA**).
4. On 13 March 2018, Hymans Robertson issued an early retirement quotation to Mr E. It said that it could not provide a retirement quotation at his NRA as it was too far in the future. It also said that, as he had last received an illustration of a CETV on 27 April 2017, he could either wait and request a free illustration after 27 April 2018, or he could pay to receive one before then.
5. On 24 May 2018, Mr E contacted Hymans Robertson to ask for further information about his pension benefits. He asked for a further illustration of a CETV at that point.
6. On 7 June 2018, Hymans Robertson provided the information that Mr E had asked for, but it did not issue the illustration of a CETV. Hymans Robertson advised that this would be provided within approximately three weeks, as it needed to be calculated by the Plan's Actuary.
7. On 26 June 2018, Hymans Robertson issued the illustration of the CETV (**the 2018 Illustration**), which had a guarantee start date of 20 June 2018, and a guarantee end date of 20 September 2018. The 2018 Illustration showed that Mr E was entitled to a Guaranteed Minimum Pension (**GMP**) and provided a pre-6 April 1988 and post-5 April 1988 breakdown of this.
8. On 6 August 2018, Mr E wrote to Hymans Robertson, giving it authority to deal with his independent financial adviser (**IFA**). He also asked for certain details about his pension benefits on the IFA's behalf. This included a request for a "Full Cash Equivalent Transfer Value and breakdown if Defined Benefit."
9. On 21 August 2018, Hymans Robertson wrote to the IFA and provided a copy of the 2018 Illustration together with the other information that Mr E had asked for on the IFA's behalf.

10. On 3 September 2018, Mr E contacted Hymans Robertson to ask for a breakdown of the 2018 Illustration showing the “GMP Cash Equivalent/Pre 97 PR” Transfer Value and “S9(2b)/Post 97 PR” Transfer Value. Hymans Robertson initially explained that the Plan was not required to routinely provide this information so there would be a charge.
11. On 12 September 2018, after a number of further exchanges, Hymans Robertson provided the breakdown that the IFA had requested at no charge. It then answered the IFA’s additional queries on the following day.
12. On 18 October 2018, the IFA sent a scanned copy of a completed transfer request form, which Mr E had signed and dated on 17 October 2018. The IFA acknowledged that this had not been sent within the guaranteed period and so a new illustration of a CETV would be required.
13. On 31 October 2018, Hymans Robertson confirmed how much Mr E would have to pay for another illustration of a CETV, and said that a new transfer request form would need to be completed. The following day, Hymans Robertson acknowledged receipt of Mr E’s payment and explained that there would be a three-week timescale to provide the illustration of the CETV.
14. On 2 November 2018, the IFA emailed Hymans Robertson to ask if the illustration of a CETV could be prioritised. The IFA said that, had the information he had requested on 3 September 2018 been provided sooner, he would have been able to provide his advice within the guarantee period of the 2018 Illustration.
15. On 19 November 2018, Hymans Robertson explained to the IFA that the timescale for the new illustration of a CETV would be six to eight weeks. The IFA expressed his concern in relation to this in an email he sent the same day.
16. On 26 November 2018, Hymans Robertson emailed the IFA saying that as the Plan had entered a PPF assessment period on 17 November 2018, no requests for transfer illustrations could be processed. So, Mr E’s fee would be refunded. Mr E later complained under the Plan’s Internal Dispute Resolution Procedure (**IDRP**).
17. On 8 July 2019, Open Trustees issued its IDRP response. It said, in summary:-
  - In accordance with section 135(4)(a) of the Pensions Act 2004 (**PA 2004**), the trustees or administrators of a pension scheme are not permitted to allow members to transfer out of the pension scheme if it has entered a PPF assessment period.
  - Hymans Robertson produced the 2018 Illustration within three months of Mr E’s request, so this did not amount to maladministration.
  - Hymans Robertson produced the information requested on 6 August 2018 within 11 working days, which it did not think was unreasonable.

- The IFA had made a further request for information on 3 September 2018, which Hymans Robertson provided within eight working days. So, it did not consider this unreasonable nor that this amounted to maladministration.
  - The additional breakdown of the transfer value is not required in all cases. Consequently, it was reasonable for Hymans Robertson to provide it on a 'request only' basis. In Mr E's case, Hymans Robertson initially included all the information that the Plan was obliged to provide by law, in relation to an illustration of a CETV.
  - It considered that all legal requirements had been met so there had been no maladministration.
  - It noted that there had been a period of approximately a month between the information being provided in September 2018 and the IFA sending the transfer paperwork to Hymans Robertson.
  - With regard to the request for a second illustration of a CETV in October 2018, Hymans Robertson had three months to provide this. Unfortunately, the Plan went into a PPF assessment period after Mr E's request was received. As Hymans Robertson would have had two months after this point to provide the illustration of a CETV, there was no unreasonable delay.
  - It appeared as if the majority of the time taken to progress the transfer request had been taken up by Mr E and the IFA. Hymans Robertson and the Plan had complied with legislation in respect of timing for pension schemes carrying out transfer requests and had adopted good administration practice.
  - None of the companies that had supported the Plan had benefited from Mr E being unable to transfer out. The situation had simply arisen due to the unfortunate timing of events and overriding law meaning that it was not possible for any members to transfer out of the Plan.
18. After Mr E contacted Open Trustees on 8 May 2019, Open Trustees identified that he had not been refunded the fee. Barnett Waddingham, the administrator of the Plan at that time, then processed the refund on 8 August 2019.

### **Summary of Mr E's position**

19. He believes that the sponsoring employer of the Plan had something to gain by not allowing him to transfer out, and, as Hymans Robertson was working for the sponsoring employer of the Plan, this was why it caused delays.
20. In his opinion, had Hymans Robertson acted in a reasonable timeframe, he would have been able to secure a transfer before the Plan entered the PPF assessment period.

21. Consequently, he is unhappy with:

- the length of time it took Hymans Robertson to provide both the 2018 Illustration and the requested illustration of a CETV in October 2018;
- the length of time it took Hymans Robertson to respond to him in general;
- Hymans Robertson's omission of the additional GMP breakdown in its response dated 21 August 2018, which meant the IFA could not produce a Transfer Analysis Report;
- the reassurance that by paying the additional fee, he would receive a further illustration of a CETV, which he believes he received from Hymans Robertson; and
- the length of time it took Open Trustees to refund his CETV fee.

22. He has suffered distress and inconvenience as a result of Hymans Robertson's acts and/or omissions.

### **Summary of Open Trustee's position**

23. As Mr E had not formally accepted a statutory CETV, overriding law prevented it from allowing a member to transfer out of the Plan during a PPF assessment period.

24. As the Plan has transferred to the PPF, it believes that the PPF is responsible for Mr E's complaint.

### **Conclusions**

25. Mr E has only named Hymans Robertson as the respondent to his complaint. However, given that the Former Trustees were responsible for the administration of transfers carried out by Hymans Robertson on behalf of the Former Trustees, it is appropriate that I also consider the Former Trustees a Respondent to the complaint. The responsibility for the Plan has since transferred to Open Trustees, so, I shall address this point first.

26. Having reviewed the Deed of Appointment for Open Trustees (**the Deed of Appointment**) and the Trust Deed and Rules (**the Rules**), I find that the Former Trustees have been discharged from all personal liability as a result of clause 6 (**the Clause**) of the Deed of Appointment:

“The Principal Employer and the New Trustee generally and in pursuance of section 4(1)(g) of the Trusts (Scotland) Act 1921 (see Appendix 1) hereby discharge the Removed Trustees as a trustees [sic] of the Plan, under the Governing Documentation, with effect from and including the Effective Date.”

27. Open Trustees exercised its power under section 4(1)(g) of the Trusts (Scotland) Act 1921 (**the 1921 Act**), to discharge the old trustees. Although the Clause expresses a prospective discharge from the date of the Deed of Appointment, I agree with the

legal commentary concerning the 1921 Act (see Appendix 2), that the discharge is retrospective as well. Taking this into consideration, as there has been no suggestion that the Former Trustees committed a breach of trust, from the date of the Deed of Appointment onwards, I find that the Clause effectively discharges the Former Trustees from all personal liability, whenever it was incurred during the period in which they were trustees of the Plan.

28. Further, I find that the effect of the Deed of Appointment (see Appendix 3) is that all trust property and all claims against the Former Trustees passed to Open Trustees. The latter was appointed as a trustee before the Former Trustees were removed so, there was a point in time when both the Former Trustees and Open Trustees were both trustees, but the Former Trustees were then immediately removed and discharged of liability. Consequently, Open Trustees, as effectively the last remaining trustee, is the appropriate respondent for Mr E's complaint against the Former Trustees.
29. Nevertheless, the Plan has since transferred to the PPF. Under sections 161(1) and (2)(a) of the PA 2004 (see Appendix 4), the general position is that all property, rights and liabilities are transferred to the board of the PPF upon entry of a pension scheme into the PPF. So, I am required to assess whether Mr E's claim has passed from Open Trustees to the PPF.
30. Schedule 6 of the PA 2004, confirms that section 161(1) applies to legal proceedings. Paragraph 3(1) of Schedule 6 provides:

“Without prejudice to the generality of section 161 and subject to sub-paragraph (2), any legal proceedings or applications to any authority pending immediately before the transfer by or against any of the trustees or managers of the scheme in their capacity as trustees or managers shall be continued by or against the Board.”
31. However, there is an exception to this general rule, found in paragraph 3(2) where:

“The liabilities transferred by section 161 do not include any liabilities in respect of an existing or future cause of action against the trustees or managers of the scheme if, disregarding the transfer, the trustees or managers would have been personally liable to meet the claim and would not have been indemnified from the assets of the scheme.”
32. Taking this into consideration, I do not find that the exception would apply in this instance, as Open Trustees would have to be both personally liable, as a corporation, to meet the claim and not indemnified from the assets of the Plan. Rule 48.1 of the Rules (see Appendix 5) grants a wide exoneration of liability to Open Trustees in almost all circumstances except fraud, wilful default and criminal fines. Under Rule 48.3, the Principal Employer covenants to indemnify Open Trustees against any claim, and if the employer fails to indemnify, Rule 48.6 provides that Open Trustees shall be indemnified directly from the Fund.

33. It should be noted that there is an exception to the general exoneration at 48.1.4 which only applies to a “Professional Trustee.” Although ‘Professional Trustee’ does not appear to be separately defined in the Rules, it would be a reasonable assumption that Open Trustees would be classified as one. Clause 48.1.4 provides:

“in the case of a Professional Trustee, liability for such acts of negligence as breach the specified duty of care owed by a Professional Trustee up to the extent of the loss in the assets of the Fund caused by the breach on the part of that Professional Trustee...”

34. This exception to the general exoneration does not apply here as there is no suggestion that any act of negligence committed by Open Trustees resulted in any loss of fund assets. So, I find that there are no applicable exceptions to Open Trustees’ exoneration of liability in Rule 48.1. As a result, the complaint does not fall within the exception set out in paragraph 3(2) of Schedule 6 of the PA 2004. Therefore, Mr E’s complaint, that he was unable to secure a transfer before the Plan entered the PPF assessment period, transferred to the board of the PPF at the point the Plan entered the PPF.

#### Jurisdiction

35. My jurisdiction to investigate complaints against the board of the PPF as the Pension Protection Fund Ombudsman (**PPFO**) is set out in section 213(1)(a) of the PA 2004, and Regulation 2 of the Pension Protection Fund (reference of Reviewable Matters to the PPF Ombudsman) Regulations 2005 (see Appendix 6), under which a person may refer a “reviewable matter” to the PPFO. The definition of a reviewable matter is set out in Schedule 9 of the PA 2004 (see Appendix 7), and does not include a complaint from a scheme beneficiary which has passed to the PPF by operation of section 161 and Schedule 6 paragraph 3 of the PA 2004. Consequently, the complaint is outside PPFO jurisdiction.
36. Schedule 6 paragraph 3(1) of the PA 2004, states that any legal proceedings or application to an authority pending before entry of the pension scheme into the PPF “against any of the trustees [...] of the scheme in their capacity as trustees or managers shall be continued [...] against the Board.” However, the board of the PPF is not a respondent within my jurisdiction as the Pensions Ombudsman under Part X of the Pension Schemes Act 1993.
37. Further, even if the board of the PPF was within my jurisdiction, clause 48.1 of the Plan’s Rules would operate to also exonerate the PPF from liability. This is because as Open Trustees was not personally liable due to clause 48.1, the complaint passed to the board of the PPF on the transfer date by operation of section 161(2) of the PA 2004 (see Appendix 4). However, as the new respondent to the complaint, the board of the PPF would also be able to rely on the exoneration clause, so the complaint could not be upheld against it.
38. Mr E may bring a new, separate, complaint to the PPF should he wish to, which may, in turn, be referred to the PPFO, as set out in the Pension Protection Fund

(Maladministration) Regulations 2005. However, I find that the remedy he is seeking, to be able to take his full CETV out of the Plan to a Plan of his choosing, would not be available. This is because once the PPF assumes responsibility for a pension scheme, it will pay compensation to scheme beneficiaries in accordance with the statutory PPF compensation levels. Once the Plan entered the PPF assessment period, Mr E no longer had any statutory right to a CETV under section 135(4)(a) of the PA 2004 and, following entry of the Plan into the PPF, the Plan effectively ceased to exist, and he is now only entitled to compensation from the PPF.

### Non-financial injustice

39. Mr E has also complained about the time taken to refund the fee he paid in October 2018 for the additional illustration of a CETV, and that Hymans Robertson assured him that he would receive the further illustration of a CETV after his request in October 2018. Having reviewed the information provided, I do not consider these to be acts of maladministration by Hymans Robertson, or Open Trustees, that would justify an award for non-financial injustice:

- Mr E could have contacted Open Trustees concerning the refund of the fee at any point. There is no evidence that he did so, which suggests, perhaps, that he was not reliant on the refund. Also, as he had not enquired about it, I cannot see that the time taken for the refund to be processed, would have caused distress or inconvenience.
- In relation to Hymans Robertson's assurances, Mr E has not substantiated his claim and I have not seen anything to suggest that Hymans Robertson assured him that he would definitely receive the further illustration of a CETV after his request in October 2018. So, I do not agree that, by not being able to issue the illustration of a CETV before the Plan entered a PPF assessment, Hymans Robertson's omission amounts to maladministration.

40. I do not uphold Mr E's complaint.

**Anthony Arter**

Pensions Ombudsman  
29 September 2021



## **Appendix 1**

### **Extract of section 4(1)(g) of the Trusts (Scotland) Act 1921**

“(1) In all trusts the trustees shall have power to do the following acts, where such acts are not at variance with the terms or purposes of the trust, and such acts when done shall be as effectual as if such powers had been contained in the trust deed, viz:-

[...]

(g) To discharge trustees who have resigned and the representatives of trustees who have died.”

## **Appendix 2**

### **Extract from Chapter K1.28 of Tolleys Pensions Law Service, Issue 129 June 2021**

“In addition to the statutory discharges that pension trustees are entitled to on paying out cash equivalent transfer values in terms of s 99(1), Pension Schemes Act 1993, and securing benefits on a winding up pursuant to s 74, Pensions Act 1995, trustees of a Scottish trust, provided that they have not committed a breach of trust, are entitled to be discharged from all personal liabilities in connection with the trust on cessation of their trusteeship.”

### **Appendix 3**

#### **Extracts from the Deed of Appointment of Open Trustees**

##### Clause 2

#### **“ACCEPTANCE OF OFFICE BY NEW TRUSTEE**

The New Trustee hereby accepts the office of trustee conferred upon it.”

##### Clause 3

#### **“DISPOSITION AND CONVEYANCE OF TRUST PROPERTY**

The Removed Trustees hereby dispone and convey to the New Trustee as trustee of the Plan, under the Governing Documentation and with effect from and including the Effective Date, all and whole and sundry the whole trust estate and effect, heritable and moveable, real and personal, of every description and wherever situated, at present belonging to the Removed Trustees or under their control as trustees of the Plan, together with the whole vouchers, titles, letters and instructions of them.”

##### Clause 5

#### **“AGREEMENT TO THE REMOVAL**

The Removed Trustees and the New Trustee hereby confirm their unanimous agreement to the removal of the Removed Trustees from the office of trustee of the Plan.”

## **Appendix 4**

### **Section 161 of the Pensions Act 2004**

“161 Effect of Board assuming responsibility for a scheme

- (1) Where a transfer notice is given to the trustees or managers of an eligible scheme, the Board assumes responsibility for the scheme in accordance with this Chapter.
- (2) The effect of the Board assuming responsibility for a scheme is that—
  - (a) the property, rights and liabilities of the scheme are transferred to the Board, without further assurance, with effect from the time the trustees or managers receive the transfer notice [...]

## Appendix 5

### Rule 48.1 of the Plan's Rules

"48. Trustees' Liability and indemnity

48.1 Subject to sub-rule 48.2 and to Section 33 of the [Pensions Act 1995], no Trustee shall be responsible, chargeable or liable in any manner whatsoever for or in respect of anything except:

- 48.1.1 fraud or personal bad faith or wilful breach of trust on the part of that Trustee;
- 48.1.2 a fine imposed by way of penalty for an offence of which that Trustee is convicted;
- 48.1.3 a penalty which that Trustee is required to pay under Section 10 of the [Pensions Act 1995] or under Section 168(4) of the [Pension Schemes Act 1993];
- 48.1.4 in the case of a Professional Trustee, liability for such acts of negligence as breach the specified duty of care owed by a Professional Trustee up to the extent of the loss in the assets of the Fund caused by the breach on the part of that Professional Trustee; and
- 48.1.5 any other liability which, by law, cannot be excluded or restricted."

## **Appendix 6**

### **Extracts of the legislation that outlines the PPFO's jurisdiction**

#### Section 213 of the Pensions Act 2004

"213 Reference of reviewable matter to the PPF Ombudsman

- (1) Regulations must make provision—
  - (a) for a reviewable matter to be referred to the PPF Ombudsman following a reconsideration decision under regulations made under subsection (1)(b) or by virtue of subsection (3)(b) of section 207 in respect of the matter, and [...]"

#### Regulation 2 of the Pension Protection Fund (reference of Reviewable Matter to the PPF Ombudsman) Regulations 2005

"2 Reference of a reviewable matter

Where the Reconsideration Committee has given a reconsideration decision in relation to a reviewable matter by virtue of regulations made under section 207(1)(b) or (3)(b) of the Act, that matter may be referred to the PPF Ombudsman by any person who is sent, or required to be sent, a copy of the reconsideration decision under those regulations."

## Appendix 7

### Schedule 9 of the Pensions Act 2004

#### “Reviewable Matters

- 1 The issue of a determination notice under section 123 approving a notice issued under section 122.
- 2 The failure to issue a determination notice under section 123.
- 3 The issue of, or failure to issue, a notice under section 122 by the Board by virtue of section 124 (Board's duty where failure to comply with section 122).
- 3A The issue of, or failure to issue, a validation notice under regulation 2(5) of the Pension Protection Fund (Entry Rules) Regulations 2005 (S.I.2005/590) (determination to validate or not to validate an estimate and statement provided by the actuary).
- 3B The provision of information by the Board under—
  - (a) regulation 3(2) of the Pension Protection Fund (Provision of Information) Regulations 2005 (S.I. 2005/674) (provision of information following receipt of a notice under section 120(2)),
  - (b) regulation 3(2A) of those Regulations (provision of information following receipt of a notice under section 120(2) where the scheme or section is not eligible), or
  - (c) regulation 3(9) of those Regulations (provision of information following receipt of an application under section 129(1) or a notice under section 129(4)),or the failure to provide information under those provisions.
- 4 The issue of, or failure to issue—
  - (a) a scheme failure notice under subsection (2) of section 130 (scheme rescue not possible), or
  - (b) a withdrawal notice under subsection (3) of that section (scheme rescue has occurred).
- 5 Any direction given under subsection (2) of section 134 (directions during an assessment period) or any variation or revocation of such a direction under subsection (4) of that section.
- 6 The issue of a notice under section 136(2) (power to validate contraventions of section 135).

- 7 The making of a loan under section 139(2) (loans to pay scheme benefits), the amount of any such loan or the failure to make such a loan.
- 7A Any determination by the Board under section 141(2) (determination on a review of an ill health pension that compensation in respect of the pension is to be determined in the prescribed manner).
- 7B A notice under section 143(2A) (whether Board will make a determination or obtain an actuarial valuation).
- 7C The failure by the Board either to—
  - (a) make a determination under section 143(2)(a), or
  - (b) obtain an actuarial valuation under section 143(2)(b).
- 7D A determination by the Board under section 143(2)(a) (whether condition in section 127(2)(a) or 128(2)(a) satisfied).
- 9 The approval of, or failure to approve, a valuation in respect of an eligible scheme under section 144(2).
- 10 The issue of, or failure to issue, a withdrawal notice under or by virtue of—
  - (a) section 146 (schemes which become eligible schemes), or
  - (b) section 147 (new schemes created to replace existing schemes).
- 11 The issue of, or failure to issue, a withdrawal notice under section 148 (no insolvency event has occurred or is likely to occur).
- 12 The issue of, or failure to issue, a determination notice under section 152(3) (whether value of scheme assets less than aggregate of liabilities etc).
- 13 The issue of, or failure to issue, a determination notice under section 153(6) (authorisation to continue as closed scheme).
- 14 Any direction given under section 154(7) (directions about winding up of scheme with sufficient assets to meet protected liabilities) and any variation or revocation of such a direction.
- 14A A notice under section 158(3A) (whether Board will make a determination or obtain an actuarial valuation).
- 14B The failure by the Board either to—
  - (a) make a determination under section 158(3)(a), or
  - (b) obtain an actuarial valuation under section 158(3)(b).
- 14C A determination by the Board under section 158(3)(a) (whether condition in section 158(1) satisfied).



- 15 The failure by the Board to give a transfer notice under section 160.
- 16 Any determination by the Board of a person's entitlement to compensation under the pension compensation provisions or the failure in any case to make such a determination.
- 16A Any step taken by the Board under section 163(4)(a) (adjustments to be made where Board assumes responsibility for a scheme) to recover the amount of any excess from future pension compensation payments.
- 16B Any determination by the Board, or the failure to make a determination, under regulation 6(2) of the Pension Protection Fund (General and Miscellaneous Amendments) Regulations 2006 (S.I. 2006/580) (circumstances where the Board is not required to recover overpaid scheme benefits).
- 16C Any determination by the Board of a person's entitlement to compensation under or by virtue of Chapter 1 of Part 3 of the Pensions Act 2008 (pension compensation sharing on divorce etc) or the failure in any case to make such a determination.
- 16D A determination by the Board that any right of a person to PPF compensation is or is not "shareable" for the purposes of Chapter 1 of Part 3 of the Pensions Act 2008 (pension compensation sharing on divorce).
- 16E A determination by the Board that the implementation period for a pension compensation credit (within the meaning of that Chapter) is or is not extended for the purposes of section 114 of that Act.
- 16F The recovery of a charge from a person under regulation 18 of the Pension Protection Fund (Pension Compensation Sharing and Attachment on Divorce etc) Regulations 2011, the amount of the charge or the method of recovery.
- 16G Any determination by the Board, or the failure to make a determination, under regulation 54(1) of the Pensions Act 2011 (Transitional, Consequential and Supplementary Provisions) Regulations 2014 (determination to discharge benefits as money purchase benefits in certain transitional cases).
- 16H Any determination by the Board, or the failure to make a determination, under regulation 55(2) of those Regulations (closed schemes: Board's assumption of responsibility after the appointed day).
- 16I Any direction given by the Board, or the failure to give a direction, under regulation 57(1) of those Regulations (directions to trustees or managers about the exercise of certain powers under those Regulations).
- 17 Any failure by the Board to make a payment required by section 163(4)(b) (adjustments to be made where Board assumes responsibility for a scheme).
- 17A The making of a payment under section 166(2) (amount of any pensions or other benefits which a person had become entitled to payment of under the scheme rules), the amount of any such payment or the failure to make such a payment.

- 17B Any determination made by the Board under regulation 16(2) or (5)(b) of the Pension Protection Fund (General and Miscellaneous Amendments) Regulations 2006 (S.I. 2006/580) (recovery of PPF compensation overpayments).
- 18 Any determination by the Board under section 181(3)(a) (the eligible schemes in respect of which the initial levy or the pension protection levy is imposed) or the failure to make such a determination.
- 19 The amount of the initial levy or any pension protection levy payable in respect of an eligible scheme determined by the Board under section 181(3)(b).
- 19A Any determination by the Board of an application for the grant of a waiver under regulation 3 of the Pension Protection Fund (Waiver of Pension Protection Levy and Consequential Amendments) Regulations 2007 (S.I. 2007/771) (waiver of payment of the pension protection levy) or the failure to make such a determination.
- 19B Any determination by the Board under regulation 19A(7) or (8) of the Pension Protection Fund (General and Miscellaneous Amendments) Regulations 2006 (S.I. 2006/580) (interest for late payment of the pension protection levy) to waive interest or the failure to make any such determination.
- 20 The making of a fraud compensation payment under section 182(1), the amount of any such payment or the failure to make such a payment.
- 21 The issue of, or failure to issue, a notice under section 183(2) (scheme rescue not possible or having occurred in case of scheme which is not eligible etc).
- 22 Any settlement date determined by the Board under section 184(2) (recovery of value) or the failure to determine a settlement date under that provision.
- 23 Any determination by the Board under section 184(4) (recovery of value: whether amount received in respect of particular act or omission) or the failure to make such a determination.
- 24 The making of a payment under section 186(1) (interim payments), the amount of any such payment or the failure to make such a payment.
- 25 Any term or condition imposed by the Board—
- (a) under section 185(2) on the making of a fraud compensation payment, or
  - (b) under subsection (4) of section 186 (interim payments) on the making of a payment under subsection (1) of that section.
- 26 Any determination by the Board under section 186(3)(b) (interim payments) that the amount of a payment was excessive.
- 27 Any date determined by the Board under section 187(4) (earliest date for making a fraud compensation transfer payment).

CAS-40879-F5X4

- 28 Any determination by the Board under section 187(6) (fraud compensation transfer payments: whether payment is received in respect of particular act or omission).
- 29 Any determination by the Board under section 189(7)(a) (occupational pension schemes in respect of which any fraud compensation levy is imposed) or the failure to make such a determination.
- 30 The amount of any fraud compensation levy payable in respect of an occupational pension scheme determined by the Board under section 189(7)(b).”