

Ombudsman's Determination

Applicant	Mr H
Scheme	Delstar International Pension Scheme (the Scheme)
Respondents	Delstar International Limited, trading as SWM International (the Employer)

Outcome

1. I do not uphold Mr H's complaint and no further action is required by the Employer.

Complaint summary

2. Mr H has complained that the Employer:-
 - From August 2017 to September 2019 inclusive (**the Period in Dispute**), paid 6.75% of Mr H's salary as its pension contribution to the Scheme and 1.5% of Mr H's salary as Mr H's personal contribution. The correct contribution rates should have been 7% and 3% of insured earnings respectively.
 - Deducted pension contributions from discretionary sick pay during the Period in Dispute. He argues the Employer should not have made these deductions from discretionary sick pay, as the pension contributions were insured by the Employer.
 - Failed to provide him with a breakdown of contributions paid into the Scheme for his benefit for the Period in Dispute.
3. In a wide-ranging dispute with the Employer, Mr H had other grievances which were considered by Leeds Employment Tribunal (**the Tribunal**) and which were outside the jurisdiction of The Pensions Ombudsman (**TPO**).

Background information, including submissions from the parties

4. The sequence of events is not in dispute, so I have only set out the salient points. I acknowledge there were other exchanges of information between all the parties.

5. Mr H was a member of the Scheme provided by Legal & General.
6. In December 2016, Mr H fell ill and became intermittently absent from work. In March 2017, Mr H's absence became continuous, with little prospect of being able to return to work.
7. Mr H was entitled, under his contract of employment, to 43 weeks of contractual sick pay which ended in October 2017. Up to this date, the Employer continued to pay Mr H's salary and continued to make pension contributions at the rate of 13.5% of salary by the Employer and 3% of salary by Mr H, by salary sacrifice.
8. When the Employer's contractual sick pay ended in October 2017, the Employer began paying, on a discretionary basis, the following:
 - 50% of salary as discretionary sick pay, together with any occasional bonuses and pay in lieu of holidays (**Total Discretionary Remuneration**), to Mr H;
 - Employer pension contributions to the Scheme at the rate of 6.75% of Total Discretionary Remuneration; and
 - Mr H's personal contributions to the Scheme at the rate of 1.5% of Total Discretionary Remuneration, which it deducted from his discretionary sick pay.
9. The Employer held an income protection insurance policy with UNUM (**the UNUM Policy**), under which it was insured for the following benefits in respect of Mr H:
 - reimbursement of any discretionary sick pay up to 50% of insured earnings; and
 - Employer and personal contributions to the Scheme of 10% and 3% respectively, of insured earnings. The personal contributions were subject to a maximum of 80% of Mr H's insured earnings.

The insured benefits were payable after 26 weeks of continuous absence, the deferred period.
10. The UNUM Policy defined insured earnings as "basic annual salary as on the day immediately prior to incapacity" and included a provision for insured earnings to increase annually in line with the Retail Price Index, capped at 2.5%. Mr H's initial insured earnings were determined by his November 2016 payslip which showed his basic salary as £3,183.65, equivalent to an annual salary of £38,203.80. For the avoidance of doubt, insured earnings did not include bonus or pay in lieu of holidays.
11. Mr H expected the Employer to submit a claim under the UNUM Policy in October 2017 for income and pension benefits in relation to his absence. The claim was not submitted and in April 2018 Mr H included this in his wide-ranging grievance against the Employer.
12. The Employer submitted the benefit claim under the UNUM Policy in May 2018. The claim was accepted in September 2018, with benefit backdated to August 2017, the end of the deferred period for benefits. The benefits awarded to the Employer were:-

- 50% of insured earnings for discretionary sick pay;
 - 10% of insured earnings for the Employer's pension contributions; and
 - 3% of insured earnings in respect of personal contributions.
13. However, for the time being, the Employer continued to pay discretionary sick pay and pension contributions at the rates listed in paragraph 8, above.
14. In October 2018, the Employer responded to Mr H's grievance of April 2018. In summary, the Employer:-
- Accepted that it had not understood the terms of the UNUM Policy and as a result, its claim for income protection benefits had been delayed. The Employer upheld this part of Mr H's grievance.
 - Did not accept that Mr H had been financially disadvantaged as a result of the delay in making a claim under the UNUM Policy, as it had continued to pay discretionary sick pay and pension contributions while its discussions with UNUM were ongoing. It identified a shortfall in pension contributions paid to the Scheme for Mr H, which it said it would rectify.
15. Mr H appealed the outcome of the grievance procedure on various grounds, of which the matters which formed the basis of his complaint to TPO were the alleged remaining shortfall in pension contributions and the incorrect deduction of his pension contributions from discretionary sick pay. Appeal hearings took place between Mr H and the Employer in January 2019 and March 2019. In September 2019, the Employer informed Mr H that it was not upholding his appeal.
16. In October 2019, the Employer adjusted Mr H's discretionary sick pay and pension contributions to reflect the insured benefits it had been awarded under the UNUM Policy. The Employer had not yet calculated the adjustments due in respect of the Period in Dispute, which included correction of the pension contribution shortfall and the reimbursement of any personal contributions that had been deducted from Mr H's discretionary sick pay.
17. Mr H was of the view that his grievance with the Employer, including the adjustments for September 2017 to September 2019, was not resolved and he brought his complaint to the Tribunal around December 2019.
18. In January 2020, Mr H provided the solicitors acting on his behalf at the Tribunal with a record of pension contributions allocated to the Scheme for his benefit, covering the Period in Dispute.
19. The Tribunal's Judgment (**the Judgment**), handed down on 19 October 2020, was that Mr H's complaints of (i) discrimination arising from disability and (ii) indirect discrimination made in relation to the Employer's delay in applying for income protection benefit under the UNUM Policy on his behalf, succeeded and all remaining complaints made in relation to disability discrimination under the Equality Act 2010 failed and were dismissed.

20. The Tribunal considered the matter of the alleged shortfall in pension contributions to the Scheme for the Period in Dispute. While the Judgment included an award of £1,327.50 plus interest of £167.30 to Mr H in this regard, it did not specify how the shortfall remediated by the award was calculated but referred instead to an agreement (**the Agreement**) reached between Mr H and the Employer. The solicitors acting for the Employer wrote to Mr H on 17 December 2020 as follows:

“There is, as discussed between the parties at the recent remedy hearing, a separate matter of an additional pension payment for the period from August 2018 to date. This has been calculated at £2,220.40. We believe that it is in the interests of all parties to agree this sum and record its payment in a suitable settlement agreement so both parties may move forwards with closure on this issue.”

21. Mr H received the following payments from the Employer in December 2020:

- £1,327.50 which related to pension contributions and deductions from pay. This sum was paid together with £167.30 interest on the pension sum and £4,000 representing the Tribunal’s award for injury to feelings in relation to those parts of Mr H’s disability discrimination claim that succeeded; and
- £2,220.40 which related to pension contributions and deductions from pay.

22. On 24 December 2020, the Employer emailed to Mr H a breakdown of contributions paid into the Scheme and the insurance benefits claimed in relation to him under the UNUM Policy. The breakdown had been requested by Mr H on 9 October 2020 and the Employer had advised him in November 2020 that the breakdown had been prepared and was being checked.

23. Mr H declined to sign the settlement agreement as he was not satisfied that the Employer’s calculation was correct. The additional payment that was not quantified specifically in the Judgment was the basis for Mr H’s assertion that his complaint, submitted to TPO on 27 January 2021, was in TPO’s jurisdiction and could be accepted for investigation as it concerned a matter that had not been considered by another court.

24. While TPO’s investigation was underway, it was made clear to Mr H during a telephone conversation on 1 November 2023 and in an email dated 13 November 2023, that TPO could not investigate any matters that had already been considered by another court. It was also explained during the telephone call on 1 November 2023 and by email to Mr H on 23 November 2023 that TPO could not investigate allegations of criminal conduct or perjury by the Employer. Mr H confirmed that he understood these limitations on TPO’s investigation.

25. During the course of the TPO investigation, Mr H was asked to comment on which errors by the Employer had not already been rectified by the Employer. Mr H questioned how, if the Employer had correctly remediated the shortfall in pension contributions, his benefits statements for the Scheme still did not reflect the expected 7% and 3% Employer and personal contributions, respectively. During a telephone

call to Mr H on 15 November 2023 and by email on 16 November 2023, it was explained that if the Employer had paid the shortfall amount to him directly, rather than into the Scheme, his benefits statements for the Scheme would continue to show the incorrect contributions for the Period in Dispute. It was also explained that the method by which the errors were to be rectified was a decision by the Tribunal, so TPO could not comment on it. Mr H said that, even if he could ask the Tribunal to change the method by which the errors had been rectified, he would not have the financial resource to return to the Employer that part of the compensation payments that related to the pension contribution shortfall.

Adjudicator's Opinion

26. Mr H's complaint was considered by one of our Adjudicators, who concluded that no further action was required by the Employer.
27. The Adjudicator said in his Opinion that TPO could not re-examine, comment on, change or add to any matters that had already been considered by the Tribunal.
28. The Adjudicator's findings are summarised in paragraphs 29 to 41, below:-
29. Over the Period in Dispute, the Employer had made pension contributions to the Scheme for Mr H based on rates of 6.75% and 1.5% of Total Discretionary Remuneration by the Employer and Mr H respectively. It applied these rates to Total Discretionary Remuneration which included any bonuses and pay in lieu of holidays. The pension contribution rates for which the Employer was insured, were 10% and 3%, respectively, of insured earnings. Insured earnings did not include bonus or pay in lieu of holidays. So, although the Employer's calculation of pension contributions used a lower percentage rate than the insured benefit for the Period in Dispute, there were months when contributions were overpaid, because bonus and pay in lieu of holidays had been included in the calculations.
30. The Employer said that it did not seek recovery of overpayments from months where an overpayment occurred. It sought only to remedy those months where an underpayment occurred.
31. The Adjudicator performed his own independent calculations of insured earnings¹ for each month for the Period in Dispute, starting at insured earnings of £38,203.80 per annum and taking into account the annual increase of RPI up to 2.5%, effectively 2.5%, each August.
32. He then calculated the expected contributions payable to the Scheme for Mr H based on insured earnings and the correct contribution rates of 7% by the Employer and 3% by Mr H.

¹ Appendix 2

33. The Adjudicator then compared the expected contributions with the contributions allocated² by the Employer for Mr H to the Scheme for the Period in Dispute. The allocated contributions were taken from a record provided by Mr H on 21 January 2020 to the Solicitors representing him at the Tribunal and the Adjudicator noted that this corresponded with the record of contributions used by the Employer in its calculations.
34. Taking into account months where there was a contribution shortfall, the Adjudicator calculated the total pension contribution shortfall as £1,020.49³. He also noted that, if the Employer had decided to offset the pension contribution shortfall against months where contribution overpayments had occurred, the aggregated pension contributions would, in fact, have been overpaid.
35. The Employer had deducted Mr H's personal contributions from his discretionary sick pay during the Period in Dispute. As the personal contributions were insured under the UNUM Policy, the Employer reimbursed the amount claimed back to Mr H. The total reimbursement was £2,524.07⁴ for the Period in Dispute.
36. The Employer added £3.43 in respect of a correction that fell outside the scope of the Mr H's complaint to TPO. When added to the sums in paragraphs 34 and 35 above, the total reimbursement amount calculated by the Adjudicator was £3,547.99⁵.

The total reimbursement corresponded with the two payments of £1,327.50 and £2,220.40 already made by the Employer to Mr H, to which the Agreement referred.

37. Therefore, the Adjudicator was of the view that, although there had been a shortfall in pension contributions and Mr H's personal contributions had been wrongly deducted from Mr H's salary in the Period in Dispute, the Employer had rectified its errors by way of the payments it made to Mr H.
38. In the Adjudicator's opinion, the Employer had not failed to provide Mr H with the breakdown of pension contributions to the Scheme and corresponding insurance payments from the UNUM Policy he requested in October 2020. The Employer advised Mr H in November 2020 that the breakdown had been prepared and was being checked before issue to him. The breakdown was issued to Mr H on 24 December 2020.
39. The Adjudicator was of the view that the Employer had correctly remediated the pension contribution shortfall and the deductions wrongly taken from Mr H's sick pay during the Period in Dispute. The Adjudicator elaborated that the Employer could have done so either by paying the shortfall into the Scheme to correct the contribution history, or by compensating Mr H directly, but Mr H should not expect both as this would amount to double-compensation. The Employer had made payment directly to

² Appendix 1

³ Appendix 3

⁴ Appendix 4

⁵ Appendix 5

Mr H so, in the Adjudicator's opinion, Mr H could not also expect the contributions allocated for him to the Scheme to be corrected. The Adjudicator was unable to comment on the method by which the shortfall had been rectified, as this was a decision taken during the proceedings of the Tribunal.

40. In the Adjudicator's view, it was unfortunate if Mr H did not understand how the settlement payments made to him by the Employer were derived, but the Employer could not be held responsible for this. Mr H could have asked the Employer or the solicitors representing him in the Tribunal, who were party to the settlement on his behalf, to explain it to him. The Adjudicator found no evidence that Mr H asked for an explanation.
41. In summary, the Adjudicator was of the opinion that all parts of Mr H's complaint that needed to be rectified were identified by the Employer and a corresponding remedy had been provided, so the complaint should not be upheld.
42. Mr H did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mr H provided his further comments which do not change the outcome. The Employer made no further comment. I agree with the Adjudicator's Opinion and note the additional points raised by Mr H.

Mr H's additional comments

43. I note, from the Adjudicator's Opinion and from records of email and telephone conversations between the Adjudicator and Mr H during the Adjudicator's investigation, that Mr H was reminded on several occasions that TPO cannot investigate (i) matters that have already been considered by another court, (ii) allegations of perjury, or (iii) allegations of criminal conduct. Mr H provided his additional comments on 23 January 2024 which included references to matters the Adjudicator had already said TPO cannot investigate. So, in paragraph 44, I have listed only Mr H's comments that are relevant to the Adjudicator's Opinion and within TPO's Jurisdiction. I have not repeated any of the matters over which I have no Jurisdiction.
44. In Mr H's additional comments, he:-
 - Disagreed that the Employer could not be held responsible if Mr H did not understand what was rectified by the settlement payments he received after the Judgment was handed down. In Mr H's view, he requested information from the Employer on 9 October 2020.
 - Disputed that there was any agreement on his financial losses reached by both parties' representatives at the Tribunal.
 - Asked for his contributions to the Scheme to be corrected, or for TPO to direct him to the relevant authority to have the pension contributions to the Scheme corrected.

- Suggested that reference to his request for a schedule of pension contributions and benefits received by the Employer under the UNUM Policy was made in an email from the Employer dated 1 August 2019, rather than by his request in October 2020;
- Said that the Adjudicator told him the matter of financial disadvantage “would need to go back to court to make correct and/or reassess the judgment made based on untruths presented.”
- Said that the Adjudicator’s Opinion failed to refer to the Tribunal’s Reserved Judgment handed down on 16 October 2023.

Ombudsman’s decision

Remediation of financial injustice

45. During the Period in Dispute, the Employer allocated pension contributions for Mr H to the Scheme at the rate of 6.75% and 1.5% of Total Discretionary Remuneration as the Employer’s and Mr H’s contributions respectively. The insured pension contribution rates were 7% and 3%, respectively, of insured earnings. So, for some months there was a shortfall in pension contributions allocated to the Scheme for Mr H , but in others there was an overpayment. The employer decided not to recover the overpayments.
46. The Employer also wrongly deducted Mr H’s contributions from his sick pay during the Period in Dispute.
47. The Adjudicator performed an independent and detailed calculation of the shortfall in pension contributions to the Scheme and provided this in the Appendices to his Opinion, which are appended also to this Determination. The total pension shortfall amount, combined with the reimbursement of contributions wrongly deducted from Mr H’s discretionary sick pay, corresponded with the payments made to Mr H by the Employer in December 2020.
48. I find that the Employer has correctly calculated the shortfall in pension contributions and reimbursements in respect of incorrect salary deductions, for the Period in Dispute.

Employer’s failure to provide information requested by Mr H

49. Mr H has asserted that his request for a schedule of pension contributions allocated to the Scheme and insurance benefits received by the Employer under the UNUM Policy, was not made in October 2020, as he is of the view that the Employer’s email dated 1 August 2019 refers to it, as follows:

“I am very committed to making sure that you are not losing out on any entitlements. To that end I will telephone UNUM to ensure they are aware of your

salary, pension and pay increases since becoming eligible and drawing on UNUM. Lesley will also create a schedule of all your entitlements, accruals, bank holidays etc.”

50. The Employer’s email of 1 August 2019 refers to a schedule of entitlements, in other words, remuneration and benefits Mr H was contractually entitled to receive from his employment. Mr H’s request of 9 October 2020 refers specifically to a historical record of pension contributions, which he believed to be incorrect, and insurance benefits already received by the Employer under the UNUM Policy. This may have been for the purpose of establishing if the Employer had benefitted unduly from insurance payments.
51. Furthermore, in Mr H’s application to TPO dated December 2020, Mr H stated this part of his complaint as: “I have requested since 9 October a full breakdown of all contributions made into my pension scheme since February 2015”.
52. So, I am satisfied that the Adjudicator understood Mr H’s complaint as it was stated in his application. I am also satisfied that Mr H made his request in October 2020, the Employer acknowledged his request in November 2020 and provided the information requested in December 2020.

Understanding the Agreement

53. Mr H disagrees that the Employer should not be held responsible if he did not understand the composition of the settlement payments he received after the Tribunal Judgement or if he took no action to find out, either from the Employer or from the solicitors who acted on his behalf in the Agreement. He says he requested information from the Employer on 9 October 2020.
54. Mr H may have misunderstood the Adjudicator’s finding. Mr H did request information regarding pension contributions in October 2020. However, the Adjudicator’s finding refers to seeking an explanation of the Agreement reached at the Tribunal in December 2020 between the solicitors acting on his behalf and solicitors acting for the Employer. The Agreement was made during the Tribunal’s proceedings by solicitors who were representing him, so, it is an agreement to which he is a party. I find that, if Mr H was unclear about the terms of the Agreement, he should have sought clarification from the solicitors who made the Agreement on his behalf.

Correction of pension contributions

55. Mr H asks for the pension contributions to the Scheme to be corrected, or for TPO to direct him to the relevant authority to have the pension contributions to the Scheme corrected.
56. As I find that the shortfall in pension contributions and deductions from Mr H’s salary have been correctly identified and a remedy has already been made, there is nothing further to be corrected. If Mr H’s contributions to the Scheme were corrected in addition to the remedial payments he has received from the Employer, this would

effectively mean compensating him twice for the same pension contribution shortfall, unless that element of the remedial payments was returned to, and could be accepted by, the Employer. If Mr H would prefer his annual statements to show the correct total of pension contributions paid into the Scheme, he could consider making a personal contribution to the Scheme using the contribution shortfall award of £1,020.49 he received from the Employer.

Review of the Tribunal Judgment

57. Mr H says the Adjudicator told him that the matter of financial disadvantage “would need to go back to court to make correct and/or reassess the judgment made based on untruths presented.”
58. I find that Mr H has misunderstood the Adjudicator’s attempt, to which I have referred in paragraph 25 above, to explain the principle of TPO’s Jurisdiction. The remedial payments the Employer has made to Mr H were based on the Agreement that flowed from the Judgment. This includes having settled the shortfall in pension contributions by way of a payment directly to Mr H, rather than by additional pension contributions to the Scheme. It is not for me to comment on how the Tribunal, or the parties to the Tribunal proceedings, reached the Agreement on the appropriate remedy for Mr H. But the remedy is a matter of fact. If Mr H is now of the opinion that the Tribunal should review this, or any, aspect of the Judgment, then he should seek his own legal advice as to whether it is possible and if so, how it could be done.

Failure to refer to Tribunal Reserved Judgment 16 October 2023

59. Mr H says that said that the Adjudicator’s Opinion omitted to make reference to the Tribunal’s Reserved Judgment handed down on 16 October 2023 (**the October 2023 Judgment**).
60. The October 2023 Judgment concerned a review of the Tribunal’s award for injury to feelings. It did not deal with the Tribunal’s findings in relation to pension contributions. Mr H did not make any case to show that it was relevant to the complaint TPO had accepted for investigation. The Adjudicator’s view was that it was not relevant, so he made no reference to it.
61. I find that the Adjudicator did not omit to make reference to the October 2023 Judgment but, correctly, found it to be irrelevant to his investigation.
62. Furthermore, had the October 2023 Judgment made specific reference to pension contributions, TPO would not have had Jurisdiction to comment any further on the matters with which it dealt.

CAS-63461-K5S3

Summary

63. I do not uphold Mr H's complaint.

Dominic Harris

Pensions Ombudsman

22 March 2024

Appendix 1**Mr H - Legal & General Pension Plan number 2588888101****Contributions paid**

Date	Employee salary sacrifice paid to pension	Employer contribution paid to pension	Total contribution paid to pension
Aug-17	£98.19	£441.86	£540.05
Sep-17	£98.19	£441.86	£540.05
Oct-17	£60.43	£271.93	£332.36
Nov-17	£171.80	£771.21	£943.01
Dec-17	£49.10	£219.03	£268.13
Jan-18	£49.10	£219.03	£268.13
Feb-18	£49.10	£219.03	£268.13
Mar-18	£49.10	£219.03	£268.13
Apr-18	£49.10	£219.03	£268.13
May-18	£49.10	£219.03	£268.13
Jun-18	£49.10	£219.03	£268.13
Jul-18	£50.61	£225.86	£276.47
Aug-18	£85.79	£386.07	£471.86
Sep-18	£50.61	£227.76	£278.37
Oct-18	£50.61	£225.86	£276.47
Nov-18	£147.07	£573.10	£720.17
Dec-18	£48.95	£218.37	£267.32
Jan-19	£48.95	£218.37	£267.32
Feb-19	£48.95	£218.37	£267.32
Mar-19	£48.95	£220.27	£269.22
Apr-19	£104.42	£469.90	£574.32
May-19	£48.95	£220.27	£269.22
Jun-19	£48.95	£220.27	£269.22
Jul-19	£127.20	£572.39	£699.59
Aug-19	£48.95	£220.27	£269.22
Sep-19	£48.95	£220.27	£269.22
Totals	£1,780.22	£7,897.47	£9,677.69

Appendix 2**Mr H - Legal & General Pension Plan number 2588888101****Earnings and contributions due**

Date	Insured earnings	Employee 3% due	Employer 7% due	Total 10% due
Aug-17	£3,183.65	£95.51	£222.86	£318.37
Sep-17	£3,183.65	£95.51	£222.86	£318.37
Oct-17	£3,183.65	£95.51	£222.86	£318.37
Nov-17	£3,183.65	£95.51	£222.86	£318.37
Dec-17	£3,183.65	£95.51	£222.86	£318.37
Jan-18	£3,183.65	£95.51	£222.86	£318.37
Feb-18	£3,183.65	£95.51	£222.86	£318.37
Mar-18	£3,183.65	£95.51	£222.86	£318.37
Apr-18	£3,183.65	£95.51	£222.86	£318.37
May-18	£3,183.65	£95.51	£222.86	£318.37
Jun-18	£3,183.65	£95.51	£222.86	£318.37
Jul-18	£3,183.65	£95.51	£222.86	£318.37
Aug-18	£3,263.24	£97.90	£228.43	£326.32
Sep-18	£3,263.24	£97.90	£228.43	£326.32
Oct-18	£3,263.24	£97.90	£228.43	£326.32
Nov-18	£3,263.24	£97.90	£228.43	£326.32
Dec-18	£3,263.24	£97.90	£228.43	£326.32
Jan-19	£3,263.24	£97.90	£228.43	£326.32
Feb-19	£3,263.24	£97.90	£228.43	£326.32
Mar-19	£3,263.24	£97.90	£228.43	£326.32
Apr-19	£3,263.24	£97.90	£228.43	£326.32
May-19	£3,263.24	£97.90	£228.43	£326.32
Jun-19	£3,263.24	£97.90	£228.43	£326.32
Jul-19	£3,263.24	£97.90	£228.43	£326.32
Aug-19	£3,344.82	£100.34	£234.14	£334.48
Sep-19	£3,344.82	£100.34	£234.14	£334.48
	Totals	£2,521.57	£5,883.66	£8,405.23

Appendix 3**Mr H - Legal & General Pension Plan number 2588888101****Contribution shortfall**

Date	Contribution shortfall employee	Contribution shortfall employer	Contribution shortfall total
Aug-17	£0.00	£0.00	£0.00
Sep-17	£0.00	£0.00	£0.00
Oct-17	£35.08	£0.00	£35.08
Nov-17	£0.00	£0.00	£0.00
Dec-17	£46.41	£3.83	£50.24
Jan-18	£46.41	£3.83	£50.24
Feb-18	£46.41	£3.83	£50.24
Mar-18	£46.41	£3.83	£50.24
Apr-18	£46.41	£3.83	£50.24
May-18	£46.41	£3.83	£50.24
Jun-18	£46.41	£3.83	£50.24
Jul-18	£44.90	£0.00	£44.90
Aug-18	£12.11	£0.00	£12.11
Sep-18	£47.29	£0.67	£47.96
Oct-18	£47.29	£2.57	£49.86
Nov-18	£0.00	£0.00	£0.00
Dec-18	£48.95	£10.06	£59.01
Jan-19	£48.95	£10.06	£59.01
Feb-19	£48.95	£10.06	£59.01
Mar-19	£48.95	£8.16	£57.11
Apr-19	£0.00	£0.00	£0.00
May-19	£48.95	£8.16	£57.11
Jun-19	£48.95	£8.16	£57.11
Jul-19	£0.00	£0.00	£0.00
Aug-19	£51.40	£13.87	£65.27
Sep-19	£51.40	£13.87	£65.27
Totals	£908.04	£112.45	£1,020.49

Appendix 4**Mr H - Legal & General Pension Plan number 2588888101****Reimbursement of salary deductions**

Date	Insured earnings	Reimbursement of salary deduction
Aug-17	£3,183.65	£95.51
Sep-17	£3,183.65	£95.51
Oct-17	£3,183.65	£95.51
Nov-17	£3,183.65	£95.51
Dec-17	£3,183.65	£95.51
Jan-18	£3,183.65	£95.51
Feb-18	£3,183.65	£95.51
Mar-18	£3,183.65	£95.51
Apr-18	£3,183.65	£95.51
May-18	£3,183.65	£95.51
Jun-18	£3,183.65	£95.51
Jul-18	£3,183.65	£95.51
Aug-18	£3,263.24	£97.90
Sep-18	£3,263.24	£97.90
Oct-18	£3,263.24	£97.90
Nov-18	£3,263.24	£97.90
Dec-18	£3,263.24	£97.90
Jan-19	£3,263.24	£97.90
Feb-19	£3,263.24	£97.90
Mar-19	£3,263.24	£97.90
Apr-19	£3,263.24	£97.90
May-19	£3,263.24	£97.90
Jun-19	£3,263.24	£97.90
Jul-19	£3,263.24	£100.35
Aug-19	£3,344.82	£100.35
Sep-19	£3,344.82	£100.35
	Total	£2,524.07

Appendix 5**Mr H - Legal & General Pension Plan number 2588888101****Total reimbursement**

Date	Contribution shortfall total	Reimbursement of salary deduction	Total reimbursement to member
Aug-17	£0.00	£95.51	£95.51
Sep-17	£0.00	£95.51	£95.51
Oct-17	£35.08	£95.51	£130.59
Nov-17	£0.00	£95.51	£95.51
Dec-17	£50.24	£95.51	£145.75
Jan-18	£50.24	£95.51	£145.75
Feb-18	£50.24	£95.51	£145.75
Mar-18	£50.24	£95.51	£145.75
Apr-18	£50.24	£95.51	£145.75
May-18	£50.24	£95.51	£145.75
Jun-18	£50.24	£95.51	£145.75
Jul-18	£44.90	£95.51	£140.41
Aug-18	£12.11	£97.90	£110.01
Sep-18	£47.96	£97.90	£145.86
Oct-18	£49.86	£97.90	£147.76
Nov-18	£0.00	£97.90	£97.90
Dec-18	£59.01	£97.90	£156.91
Jan-19	£59.01	£97.90	£156.91
Feb-19	£59.01	£97.90	£156.91
Mar-19	£57.11	£97.90	£155.01
Apr-19	£0.00	£97.90	£97.90
May-19	£57.11	£97.90	£155.01
Jun-19	£57.11	£97.90	£155.01
Jul-19	£0.00	£100.35	£100.35
Aug-19	£65.27	£100.35	£165.62
Sep-19	£65.27	£100.35	£165.62
Subtotals	£1,020.49	£2,524.07	
		Total	£3,544.56