

## Ombudsman's Determination

Applicant	Mr S
Scheme	Devonport Royal Dockyard Pension Scheme ( <b>the Scheme</b> )
Respondents	Babcock International group ( <b>Babcock</b> ) DRD Devonport Pension Trustees Ltd ( <b>the Trustee</b> )

### Outcome

1. I do not uphold Mr S' complaint and no further action is required by Babcock or the Trustee.
2. My reasons for reaching this decision are explained in more detail below.

### Complaint summary

3. Mr S' complaint is:
  - the Trustee and Babcock made him a deferred member of the Scheme from 1 June 2015 and that this was done without his consent;
  - he disagrees with the decision of the Trustee and Babcock not to grant him access to his deferred pension and continue in employment when he applied in July 2015. He claims he is being treated differently from other members because he is now a deferred member; and
  - the Trustee has delayed the transfer of his deferred benefits to the Principal Civil Service Pension Scheme (**PCSPS**).

## Background information, including submissions from the parties

4. Following a Government consultation process in 2012, HM Treasury issued guidance on what is known as the New Fair Deal<sup>1</sup>. This replaced the previous Fair Deal policy (established in 1999 to cover compulsory pension transfers of staff from the public sector to providers who deliver public services).
5. The New Fair Deal policy announced that contracts which were covered under the previous Fair Deal arrangement, and are retendered, should allow the affected staff access to the relevant public sector scheme. In Mr S' case, this is the PCSPS.
6. In summary, the New Fair Deal is a non-statutory policy which applies to any business retendering for Government contracts. Affected staff should be offered access to the PCSPS and should be returned to the section of the PCSPS they left when their original employment was transferred. Alternatively, the employer can offer a broadly comparable career average re-valued earnings (**CARE**) scheme. Affected staff have the right to a bulk transfer from their current scheme to the PCSPS.
7. In 2002, negotiations began between the Ministry of Defence (**MoD**) and Devonport Royal Dockyard Ltd (**DRDL**) (now part of Babcock, who have replied to the complaint throughout the complaint process) to outsource government employees working on the Warship Support Modernisation Initiative (**WSMI**) contract. Mr S' employment was transferred on 17 September 2002 and, under the Fair Deal policy, Mr S became a member of the Scheme and a deferred member of the PCSPS.
8. Following the introduction of the New Fair Deal policy, Babcock wrote to affected members, including Mr S, on 25 November 2013. It confirmed that the New Fair Deal policy was part of the negotiations with the MoD in the retendering of the WSMI contract. The New Fair Deal policy would apply to all members who transferred in 2002 and a consultation process would be conducted.
9. However, further correspondence from Babcock to members stated that there was a delay in the consultation process. This was restarted again on 27 February 2015 and Babcock wrote to Mr S regarding this. The letter explained that all benefits accrued in the Scheme would be bulk transferred to the PCSPS, even though the original plan in 2013 was that members could either remain as deferred members in the Scheme or transfer to the PCSPS. It also explained that there was no agreed timescale for the transfer and that the consultation would now be about no longer being able to contribute to future benefits in the Scheme, not about the bulk transfer of previously accrued benefits. It confirmed that active membership of the Scheme would cease from 30 April 2015.

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<sup>1</sup> "Fair Deal for staff pensions: staff transfer from central government". This is readily available on the internet at [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/262490/P\\_U1571\\_Fair\\_Deal\\_for\\_staf\\_pensions.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/262490/P_U1571_Fair_Deal_for_staf_pensions.pdf)

10. Babcock extended the consultation period to 7 May 2015 and the transfer date was delayed until 1 June 2015. At the end of the consultation period, all non-WSMI members were sent a booklet "Setting change in motion" which summarised the consultation response. The booklet was about general changes to the Scheme, rather than the changes affecting WSMI members. The booklet states that affected members would be written to separately, which Babcock did on 21 May 2015. Part of this consultation included the option to take benefits from the Scheme while continuing in employment, an option not previously available to members before 1 June 2015.
11. On 3 July 2015, Mr S requested a meeting with Babcock to discuss the changes. Following this meeting, Babcock emailed Mr S on 10 July 2015, confirming that only active Scheme members could take benefits while in active employment. His option was to leave employment and his deferred benefits would be paid from the Scheme.
12. At some point in September 2015, Mr S' Member of Parliament wrote to Babcock. Mr S said a reply had not been received and so raised a complaint on 26 November 2015. In this he explained that he was unhappy that he could not take his benefits from age 60 in March 2015 and continue in employment. He complained that he was paying contributions to the PCSPS against his will. Mr S had not received a full reply by 13 January 2016 and complained again.
13. Babcock responded on 14 January 2016. It stated that the rules of the Scheme never allowed members to take benefits and stay in active employment but, from 1 June 2015, this became possible for active members of some sections of the Scheme. It pointed out that other changes were also made to the Scheme (increasing employee contributions, increasing the normal retirement age, changing early retirement factors and restricting future pensionable pay), but none of this applied to Mr S as he was no longer an active member from 1 June 2015. Babcock said Mr S was eligible to take his deferred benefits from the PCSPS, but added that the PCSPS can abate pensions in payment for members still in active employment.
14. After asking for a copy of the Scheme rules and trustee minutes (the Trustee provided a copy of the rules, but not the minutes on the basis that these did not relate to Mr S as an individual), Mr S made a complaint under the Scheme's internal dispute resolution procedure (**IDRP**).
15. The Trustee issued a Stage 1 IDRP response on 20 September 2016. The Trustee said that in relation to any issues Mr S has regarding the future accrual of benefits in the Scheme, this is a matter for Babcock, as it will need to consider what is required under the New Fair Deal policy. In relation to the transfer of accrued membership, there are statutory provisions that allow a compulsory transfer to take place. Finally, in relation to Mr S' complaint about accessing his Scheme benefits, the Trustee said:

"The change to the DRDPS [the Scheme] rules to allow some categories of member to take their pension benefits whilst in employment and working on was introduced

on 1 June 2015 as part of the Scheme changes which were implemented after the Employer consulted with members and representatives.

The change only affected members who were in pensionable service on 1 June 2015, which those who transferred to the PCSPS for future service from 1 June 2015 were not. As such this change did not affect you. This was confirmed to you in the employer communication sent to you confirming your transfer back to PCSPS for future service from 1 June 2015.

The Trustee was asked by DRDL to give its consent to the changes presented to it, which excluded those transferring back to the PCSPS and, following professional advice, agreed to do so. The Trustee understands that one reason for DRDL's decision, that those transferring back to the PCSPS should be excluded from the option to take their pension benefits whilst in employment, was that it might not be in their interests to do so because of the PCSPS rules.

Your deferred benefits currently held in the DRDPS cannot be put into payment before age 65 under the Scheme rules whilst you remain in employment without the consent in writing of DRDL."

16. Mr S raised a formal grievance with Babcock and a final response was given to Mr S on 20 December 2016. It did not uphold the complaint and said that the move to the PCSPS was a commercial requirement set by the MoD and that any changes to the Scheme rules were agreed between the Trustee and Babcock, after seeking legal advice.
17. Mr S continued with his IDRP complaint and received a Stage 2 IDRP decision dated 27 January 2017. Again, his complaint was not upheld. The Trustee disagreed with Mr S' argument that active members were receiving an advantage by being able to take their benefits while in active employment, as there are other disadvantages (such as increasing contributions and capping pensionable pay). The Trustee also added:

"The package of changes proposed by the principal employer did not include an amendment to allow members transferring to the civil service pension scheme to take their benefits whilst remaining in service. It was not within the Trustee's power to require such a change to be included in the package. The Trustee cannot unilaterally make changes to the Scheme's governing documentation. The board of the Trustee has made enquiries with the principal employer and understands the principal employer does not currently intend to make any further changes to the operation of the Scheme in this regard. You may wish to take up this matter directly with the principal employer."

18. Mr S remained unhappy with the responses he received and complained to this office. As part of the investigation, all parties were asked for further submissions.

**Further submissions from Babcock**

19. In summary, Babcock submitted the following:-

- The change regarding taking benefits while in active employment only relates to non-WSMI members following feedback and consultation with the relevant union. This change was made at a late stage as part of the changes to the Scheme including capping service at 40 years in the defined benefit section of the Scheme and any service above this would be accrued in a defined contribution scheme. Other changes included increasing the normal retirement age and capping pensionable pay. However, those that transferred to the PCSPS would be able to continue to accrue benefits in a defined benefit scheme for any service above 40 years.
- It was hoped that the affected employees would be able to simultaneously transfer their Scheme benefits to the PCSPS at the time their future accrual began (1 June 2015), but as this was not possible, the decision was made to make the relevant members deferred so as to create unbroken service in the PCSPS.
- When it was originally announced that affected members would be transferred back to the PCSPS the option to leave deferred benefits in the Scheme was presented to members. However, as part of the agreement with the Secretary of State for Defence to renew the contract, this was made a compulsory transfer for all members who had previously transferred into the Scheme (regardless of whether they were still working on the WSMI contract).
- Mr S was not sent out the consultation booklet or any other documentation, as he was not an affected member.
- Mr S received a salary supplement to help with the transition and increase of contributions in becoming a member of the PCSPS. PCSPS members received between 1.5% to 5.45%, depending on which section of the PCSPS they were a member of. This was paid between June and December 2015.

**Further submissions from the Trustee**

20. In summary, the Trustee submitted the following:-

- The pension scheme being offered to Mr S for future accrual is a decision made by the employer, rather than the Trustee.
- Mr S had applied for his benefits in July 2015, but as he was not an active member at that time, he did not meet the criteria under the Scheme rules. The Scheme rules state that benefits payable while in active employment can be obtained for deferred members with the permission of the employer. The Trustee approached Babcock, who declined. The basis of the decision is that Mr S could possibly be worse off as a member of the PCSPS due to its abatement rules.

- The Trustee said that active members have not been given an unfettered advantage over Mr S, as other changes were made to the Scheme.
- As for the transfer delay, negotiations had to take place with the employer, the Secretary of State for Defence and the Minister for the Civil Service, which is complex. However, it was hopeful that the transfer would proceed before the end of March 2019. It noted that the transfer would apply to employees working on the WSMI project, as well as those who had previously worked on the contract.
- The Trustee provided a copy of a scheme member booklet dated 2006 for WSMI transferred members only. The booklet states: "This booklet applies to WSMI transferred employees only. WSMI transferred employees are normally those pension scheme members who transferred to the company from Devonport Naval Base on 17 September 2002, as part of the warship support modernisation initiative (WSMI)."

### **Further submissions from Mr S**

21. In summary, Mr S submitted the following:-

- He continued to disagree that the transfer of his deferred benefits should be compulsory transferred to the PCSPS. He stated this was because he had not worked on a WSMI contract since 2004 and that Babcock were only doing this for its own commercial reasons, not in the interests of members. He also states that the New Fair Deal policy does not state that the transfer must be mandatory.
- He was never told that he was categorised as a different type of member to other members of the Scheme.
- The guidance on the New Fair Deal states that the transfer should occur within three to nine months and Mr S had been waiting over three years.
- As a result of not being allowed to take his benefits in July 2015, Mr S claimed a financial loss of the pension benefits and lump sum he ought to have received at the time.
- Mr S took voluntary redundancy in September 2018 and is in receipt of his deferred benefits from the Scheme. Although in payment, these will still be transferred to the PCSPS.

## Adjudicator's Opinion

22. Mr S' complaint was considered by one of our Adjudicators who concluded that no further action was required by Babcock or the Trustee. The Adjudicator's findings are summarised below:-

- In the Adjudicator's view, the Trustee and Babcock had little choice. In order for business to continue with the MoD it had to follow HM Treasury guidance. It was the Secretary of State for Defence who made it a requirement of the retendering process that all affected Scheme members (i.e. those that had previously transferred into the Scheme) were to be transferred to the PCSPS. The requirement was one of the Secretary of State for Defence and the decision was therefore not one for the Trustee and Babcock to make.
- Legislation<sup>2</sup> allows the compulsory bulk transfer of benefits and the Trustee is acting in accordance with the relevant statute. Therefore, it was not maladministration in transferring Mr S' accrued benefits without his permission.
- Changes to the Scheme for active members made after 1 June 2015 do not apply to Mr S as he became a deferred member from this date. While Mr S may disagree with this treatment, and the Adjudicator recognised his frustration, it is not, in the Adjudicator's view maladministration; as various legislation and court precedent allow pension schemes to treat members differently and to prefer the claims of one interested party over another<sup>3</sup>.
- The Adjudicator's opinion was also that there was no maladministration in the employer choosing the contract conditions with the MoD (thus helping the company to stay solvent and able to fund the Scheme) over Mr S' position. Babcock is entitled to consider the overall advantages to all members rather than Mr S.
- The Adjudicator recognised the delay, but considered this was due to third parties and therefore did not agree that the respondents were solely responsible for the delay. The Adjudicator's view was that the delay was not down to any inaction by the respondents, nor could they have foreseen that this would extend beyond the time frame outlined in the New Fair Deal policy.
- The Adjudicator's view was that Mr S had not suffered a financial loss, as he will be put in the position he ought to have been in from 1 June 2015. While he may not have received his benefits in the way he wanted to, this did not mean that he had suffered an actual financial loss. As a deferred member, he is not entitled to take his benefits and remain in employment from 1 June 2015 and therefore he is receiving his correct entitlement from the Scheme.

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<sup>2</sup> Regulation 12 of The Occupational Pension Schemes (Preservation of Benefit) Regulations 1991 – see Appendix I

<sup>3</sup> For example, *Edge v Pensions Ombudsman*

23. Mr S did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. In summary, Mr S has submitted:-

- That he is unhappy that Babcock is the respondent to his complaint. He states that his employment was with Devonport Royal Dockyard. He submits that eight other Babcock related companies are on the PCSPS transfer list, but not the respondent.
- He noted inconsistencies with information provided by the respondents. In particular, that he was provided with a copy of the consultation booklet and that he was provided with additional pay until December 2016, not December 2015. He notes that he was not provided with a copy of the scheme booklet provided by the Trustee and that this was written four years after he transferred into the Scheme.
- He questioned what will happen to his PCSPS pension once the transfer has taken place and if there will be a further reduction.
- The Adjudicator did not include his complaint about the amendment to the Scheme rules on 26 May 2015, and that this was made without consultation.
- His interpretation of the New Fair Deal policy is that the transfer is voluntary.
- He submits that, "After 45 years of loyal service to the Crown I should have expected better from both the Ministry of Defence and my past employer Devonport Royal Dockyard Ltd. Both in my view have cost me loss of income and are also morally wrong in not addressing it."
- He disagrees that he has not suffered a financial loss and provides a breakdown of his calculations of his annual loss in pension and that this equates to £18,000 between 1 June 2015 and 14 September 2018.

24. As Mr S did not accept the Adjudicator's Opinion, I have considered his further comments which do not change the outcome. I agree with the Adjudicator's Opinion and I will therefore only respond to the key points made by Mr S for completeness.

### **Ombudsman's decision**

25. Mr S has commented in depth in relation to Babcock being the respondent to his complaint and that this should be his employer, Devonport Royal Dockyard Ltd. I note from the papers submitted by Mr S and the respondents that Babcock has been responding to the complaint, even before the complaint was raised with this office (as far back as 2013). I note that the Babcock's address is the Devonport Royal Dockyard. Babcock is the parent company and is responding as the employer in relation to the Scheme. In the list that Mr S has provided on the schemes transferring to the PCSPS, I note that Devonport Royal Dockyard is listed, along with a number of other Babcock companies. Despite Mr S' comments, this does not change the outcome of his complaint.



26. Mr S has said that his interpretation of the New Fair Deal policy is that a transfer is voluntary. While this may be the case, he has not acknowledged that the respondents are not relying on the New Fair Deal policy to make the transfer. The Trustee is relying on legislation which allows the transfer to be treated as compulsory and I agree with the Adjudicator that there is no maladministration in acting in accordance with the relevant statute. The New Fair Deal policy is a non-statutory policy and therefore relevant legislation takes precedent.
27. I note the inconsistencies Mr S has highlighted. However, I cannot see how these change the outcome of his complaint. He says that he was provided with a copy of the consultation booklet. Yet, he also says that the Adjudicator did not address one of his complaints in relation to the changing of the Scheme rules without consultation. Looking at the original complaint made to my office, I cannot see that Mr S raised this as a complaint and therefore it did not form part of the investigation agreed on 10 April 2018. Regardless of this, it is hard for Mr S to argue that this did not happen (as he says he received the consultation booklet about changes to the Scheme) or that this had an impact on him, as he was not an active member of the Scheme when the changes came into effect. Looking at the evidence submitted, it would appear that the Trustee consulted members and their representatives. What Mr S is saying is that he, as a WSMI member, was not consulted, but this is because, as he was due to transfer out, he was not member who would be affected by the changes. As the Adjudicator has pointed out, it is not maladministration for the Trustee to treat different classes of members differently. As the changes did not apply to Mr S, his views on the changes were not relevant to the decision members and the Trustee were considering.
28. I agree with the Adjudicator that Mr S has not suffered an actual financial loss and the losses he is claiming is only his perceived loss. It is clear that Mr S became a deferred member from the Scheme on 1 June 2015, and so, he was not able to take advantage of the changes for active members made to the Scheme after that date. He is in receipt of his correct benefits from the Scheme and, when this transfers to the PCSPS, he will be put back into the position he ought to have been in from 1 June 2015. As for the questions he has raised about what his benefits will be once the transfer is made to the PCSPS, this is a matter for him to raise with MyCSP. Should this not meet his expectations, then it is his right to raise a complaint with MyCSP.

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29. I empathise with Mr S' point that, after his years of service, this is not morally fair. However, my role is not to consider what is morally fair to members, but to consider whether the respondents have acted within the relevant legislation and scheme rules. While Mr S may feel that this is unfair, I cannot find that the respondents have acted incorrectly. I therefore do not uphold Mr S' complaints.

**Anthony Arter**

Pensions Ombudsman  
22 March 2019

## Appendix I

### The Occupational Pension Schemes (Preservation of Benefit) Regulations 1991

#### 12 Transfer of member's accrued rights without consent

(1) For the purposes of section 73(4) of the Act, a scheme may provide for the member's accrued rights to be transferred to another occupational pension scheme (as described in section 73(2)(a)(i) of the Act) without the member's consent where the conditions set out in paragraphs (2) and (3) of this regulation are satisfied.

(1A) For the purposes of section 73(4) of the Act, a scheme may provide for a transfer payment to be made to another occupational or personal pension scheme (as described in section 73(2)(a) of the Act) without the member's consent where the conditions set out in paragraph (6) of this regulation are satisfied.

(1B) For the purposes of section 73(2)(b) and (4)(b) of the Act, a scheme may provide for the member's relevant money purchase rights to be transferred to another occupational pension scheme without the member's consent where the conditions set out in one of paragraphs (7) to (9) are satisfied.

(2) The condition set out in this paragraph is that the rights of a member are being transferred from the transferring scheme to the receiving scheme and either—

(a) the transferring scheme and the receiving scheme relate to persons who are or have been in employment with the same employer; or

(b) the transferring scheme and the receiving scheme relate to persons who are or have been in employment with different employers, the member concerned is one of a group in respect of whom transfers are being made from the transferring scheme to the receiving scheme, and either—

- (i) the transfer is a consequence of a financial transaction between the employers; or
- (ii) the employers are companies or partnerships bearing a relationship to each other in one of the ways described in paragraph (2A).

(2A) The relationships between the employers referred to in paragraph (2)(b)(ii) are—

(a) the employers are members of a group of companies consisting of a holding company and one or more subsidiaries within the meaning of section 1159(1) of the Companies Act 2006 (meaning of “subsidiary” etc);

(b) the employers are—

- (i) the scheme's principal employer or controlling employer; and
- (ii) an employer subject to the rules of the scheme; or

(c) the employers are partnerships having at least half of their partners in common.

(3) The condition set out in this paragraph is that—

(a) the relevant actuary gives a certification, by completing the certificate in Schedule 3, in relation to the members' rights in the receiving scheme;

(b) the relevant actuary sends that certificate to the trustees or managers of the transferring scheme;

(c) the transfer takes place within 3 months of the date of the relevant actuary's signature in the certificate; and

(d) there are no significant changes to the benefits, data and documents used in making the certificate (see the benefits, data and documents specified in the certificate) by the date on which the transfer takes place.

(4) For the purposes of making the certification in paragraph 1 of the certificate in Schedule 3, where long service benefit in the transferring scheme is related to a member's earnings at, or in a specified period before, the time when he attains normal pension age then, in the case of a member in pensionable service at the date of transfer, the value of the rights to be transferred shall be based on pensionable service (including any transfer credits) in the transferring scheme up to that date and projected final pensionable earnings.

(4A) For the purposes of making the certification in paragraph 2 of the certificate in Schedule 3, the relevant actuary shall, in considering whether there is good cause, have regard to all the circumstances of the case and in particular—

(a) to any established custom of the receiving scheme with regard to the provision of discretionary benefits or increases in benefits; and

(b) to any announcements made with regard to the provision of such benefits under the receiving scheme .

(4B) Where it is proposed that a member's accrued rights are to be transferred in accordance with this regulation, information about the proposed transfer and details of the value of the rights to be transferred (including rights in respect of death in service benefits and survivors' benefits) shall be furnished to the member not less than one month before the proposed transfer is due to take place.

(5) In this regulation “the relevant actuary” means—

(a) where the transferring scheme is a scheme for which an actuary is required under section 47 of the Pensions Act 1995 to be appointed, the individual for the time being appointed in accordance with subsection (1) of that section as actuary for that scheme;

(b) in any other case, a Fellow of the Institute and Faculty of Actuaries or a person with other actuarial qualifications who is approved by the Secretary of State, at the request of

the trustees or managers of the scheme, as being a proper person to act for the purposes of this regulation in connection with the scheme.

(6) The conditions set out in this paragraph are that—

(a) the transferring scheme is or has been a stakeholder pension scheme, within the meaning of section 1 of the Welfare Reform and Pensions Act 1999 or Article 3 of the Welfare Reform and Pensions (Northern Ireland) Order 1999, and the scheme is such a scheme;

(b) the transferring scheme has commenced winding-up; and

(c) the transfer payment is of an amount at least equal to the cash equivalent of the member's rights under the scheme, as calculated and verified in a manner consistent with regulations made under section 97 of the 1993 Act (calculation of cash equivalents).

(7) The condition set out in this paragraph is that the receiving scheme is authorised under the Pension Schemes Act 2017.

(8) The conditions set out in this paragraph are that—

(a) the transferring scheme employer and the receiving scheme employer are undertakings ;

(b) the transferring scheme employer is a group undertaking in relation to the receiving scheme employer; and

(c) the member whose rights are to be transferred is a current or former employee of an undertaking which is a group undertaking in relation to the transferring scheme employer or the receiving scheme employer.

(9) The conditions set out in this paragraph are that—

(a) within the year ending with the date of the transfer, the trustees of the transferring scheme have obtained and considered written advice in relation to the transfer from a person whom they reasonably believe to be qualified to give that advice by reason of that person's ability in, and practical experience and knowledge of, pension scheme management ( "the appropriate adviser" ); and

(b) the trustees of the transferring scheme have determined that the appropriate adviser is independent of the receiving scheme after considering whether, during the year ending with the date on which the advice was provided, the appropriate adviser (or, where the appropriate adviser is an undertaking, a group undertaking in relation to the appropriate adviser) has—

(i) received payment for services from the receiving scheme ;

(ii) received payment from a service provider or a group undertaking in relation to a service provider; or

- (iii) received payment from the receiving scheme employer or a group undertaking in relation to the receiving scheme employer.

(10) Where an employer has the sole power to effect a transfer of a member's accrued rights—

(a) paragraph (9) has effect as if “member's employer has” were substituted for “trustees of the transferring scheme have” ; and

(b) the employer must confirm to the trustees of the transferring scheme that it has complied with paragraph (9) as so modified.

(11) In this regulation—

- “controlling employer” , in relation to a scheme, is the employer that has the power to act on behalf of all employers in the scheme in relation to the scheme rules;
- “group undertaking” has the meaning given by section 1161(5) of the Companies Act 2006 (meaning of “undertaking” and related expressions);
- “principal employer” , in relation to a scheme, is the principal employer for the purposes of the scheme in accordance with the scheme rules;
- “receiving scheme employer” means the principal employer or controlling employer of the receiving scheme;
- “relevant money purchase rights” are rights to money purchase benefits, where the assets held for the purpose of providing those benefits do not include any guarantee or promise in relation to the amount of the benefits to be provided, or the amount available for the provision of the benefits;
- “services” means advisory, administration or investment services provided to the receiving scheme, and a “service provider” is a provider of such services to the scheme;
- “transferring scheme employer” means the principal employer or controlling employer of the transferring scheme;
- “undertaking” has the meaning given by section 1161(1) of the Companies Act 2006.