

Ombudsman's Determination

Applicant	Mr E
Scheme	TUI Group Pension Trust - BAL Scheme (the Scheme)
Respondents	TUI Group UK Trustee Limited (the Trustee) TUI UK Limited (the Employer)

Outcome

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

Complaint summary

2. Mr E's complaint is that his accrued benefits have been affected retrospectively by changes to the scheme rules and that he was given misleading information before he transferred his defined contribution (**DC**) benefits into the defined benefits (**DB**) section of the Scheme. Consequently, Mr E says that he has experienced financial detriment. He would like the Trustee to reinstate his pension entitlement to the level he had expected or be allowed to review the decision he made regarding the transfer.

Background information, including submissions from the parties

3. Mr E was previously a member of Britannia Airways Limited Superannuation and Life Assurance Scheme (**the BAL Scheme**), which amalgamated with other pension schemes to form the Scheme. The BAL Scheme consisted of numerous DC and DB sections.
4. The BAL Pre-2008 DC Section rules (**the DC Scheme Rules**) dated 1 November 2004 stipulates that:-

"15.1 Switching to the Defined Benefit Section

A member whose contract of service is varied such that he or she is eligible to join the Defined Benefit Section will switch to become a member of the Defined Benefit Section in respect of future service...

The Switch will be effective from a date notified to the Trustee by the Employer...

15.2 Conversion of a Retirement Account

A member who in accordance with Rule 15.1 switches to the Defined Benefit Section may, with the consent of the Principal Employer and the Trustee, request that the value of his or her retirement account is used to provide additional benefits under the relevant Defined Benefits Section.

A request must be made in the form required by the Trustee..."

5. The Employer wrote to Mr E on 7 September 2010 regarding proposed changes to the DB section of the Scheme. The Employer stated that:

"...we do not have any plans to close your DB Scheme, but we do need to make some changes to keep the Scheme viable and healthy. We do not believe that any potential changes should affect members currently earning a pensionable salary of less than £30,000 a year, and in all cases, any changes will not affect any rights and benefits members have already built up."

6. On 5 January 2011, the Employer wrote to Mr E to confirm that as he had completed 5 years' service on 5 February 2011, he would become eligible to join the DB Section of the Scheme (**the DB Scheme**). The letter said "As you are currently a member of the Pre-2008 defined contribution section of the Scheme, you can elect to transfer your accrued fund (with the exception of any AVCs or transfer-ins) to the Post July 2002 final salary section to purchase additional service in the Scheme....If you would like to look into transferring your accrued defined contribution fund into the Post July 2002 final salary section please confirm this in writing"

7. This was at the time of a consultation process between the Employer and employees about proposed changes to the DB Scheme. Mr E says he received a document from the Employer (**the Employer's Statement**) during this period which included a statement that:-

"We have been very clear on this point and pension you have built up to 31 March 2011 will retain its existing terms."

8. The Employer says that Mr E has used the quotation from the Employer's Statement out of context by not quoting a fuller extract of the information it gave to employees in a Frequently Asked Questions booklet (**the FAQ booklet**), relating to the proposed changes, which was:-

"If I choose to come out of the defined benefit scheme, will the pension I have already built up be protected?"

There was some concern raised, particularly amongst pilots, that if they wanted to come out of the DB pension scheme, would they lose some of the pension they had already built up. We have been very clear on this point, and pension you have built up to 31 March 2011 will retain its existing terms. This will include the rate at which it will increase, if you decide to leave the DB scheme."

9. The Employer says that this fuller extract from the FAQ booklet was not a promise to members that the pensionable pay cap would not apply to their service before 1 April 2011. According to the Employer, it offered reassurance to members who were already in the DB Scheme, that if they decided to leave it before the changes were implemented, they retained their accrued benefits. The Employer says it was clear that this statement did not apply to Mr E.
10. On 18 January 2011, the Employer wrote to members confirming changes to the DB Scheme (**the Benefit Changes**), which included:-
- The introduction of an annual 2.5% pensionable pay cap for calculating the defined benefits of any member with a salary above £30,000.
 - Any pay increase above the 2.5% cap became pensionable on a DC basis.
 - Following promotion, an annual 2.5% cap was applied to pensionable pay increases for benefits accrued both before and after the promotion, from 2 April 2011 onwards.
 - The normal pension age for all members of the Scheme increased to 65 for benefits accrued from 1 April 2011 onwards.
 - Increases relating to pensions in payment and deferred pensions in respect of benefits accrued after 1 April 2011 were reduced to the minimum statutory levels.
11. On 28 January 2011, the British Airline Pilots Association (**BALPA**), the employees' union issued a newsletter (**the Newsletter**) to members confirming the Benefit Changes. The opening paragraph stated:
- “You will have received the Employer’s proposals which are designed to reduce its pension costs and maintain future accrual. Whilst benefits accrued to the date any changes take effect will be protected, benefits earned after that date will be reduced and all service in the DB Scheme at the date of retirement will be applied to pensionable pay as defined under the new arrangements.”
12. On 11 February 2011, the Employer wrote to Mr E regarding an application he had made to join the DB Scheme. The letter stated:
- “Thank you for your application form for membership of the DB Scheme.
- Your membership of the DB Scheme will commence from 6 February 2011.
Your last day of service in the DC Scheme will be 5 February 2011...
- Your pensionable salary, as defined in the Post 2002 final salary section, is £49,194...”
13. On 31 March 2011, the Employer again wrote to members confirming that the Benefit Changes would be applied from 1 April 2011 following an agreement with BALPA.

The Employer also said the Trustee had agreed to implement the Benefit Changes and that the Scheme rules would be amended. Members were given contact details for the Employer's Pensions Team for further support and prompted to seek financial advice before finalising any decisions regarding changes to their pension. A footnote on the letter said that the Employer had been consulting with its employees since 19th January 2011. And that the employees had the opportunity to provide feedback on the proposed changes to the DB Scheme. The Employer said that members had been balloted on the benefit changes and that the outcome was considered as part of the decision making process on the Benefit Changes.

14. On 19 July 2011, the Trustee received Mr E's transfer form to move his fund accrued under the DC Scheme into the DB Scheme. The Trustee exercised its discretion and provided Mr E with the options of transferring his DC benefits into the DB Scheme on either a pre or post 1 April 2011 basis. The pre 1 April 2011 basis meant that Mr E's DB fund value after the transfer would be calculated as if the benefits were accrued before 1 April 2011. The post 1 April 2011 option meant that Mr E's DB benefits would be calculated as if they were accrued after 1 April 2011. Mr E chose the pre 1 April option.
15. The Employer says that in either case, the Benefit Changes limited the growth of Mr E's pensionable salary for DB benefits to 2.5% a year because of the contractual changes which had been agreed with BALPA. Any pensionable salary over that cap accrued DC benefits. This applied to any member whose pensionable salary exceeded £30,000 a year for benefits accrued both before and after 1 April 2011. This meant that Mr E's pensionable salary increases following any promotion would be capped at 2.5% a year on benefits accrued before and after 1 April 2011.
16. Mr E says that on receiving an early retirement illustration in 2017 he found that, due to the Benefit Changes:-
 - The quoted pre-01 April 2011 element of pension was below his expectation. He had believed that this element of his pension would not be affected by the Benefit Changes.
 - The Employer confirmed that retrospective changes had been applied to pre-01 April 2011 benefits.
 - Before his transfer in 2011, he received assurances from the Employer that the pre-01 April 2011 benefits would retain the terms that existed up to that date.
17. In June 2017, Mr E wrote to the Trustee complaining about the Benefit Changes. He said:-
 - His pre-01 April 2011 DB benefits had reduced.
 - In 2011 he decided to transfer his DC benefits into the DB Scheme. He had been presented with the options of transferring into the pre and post 01 April 2011 sections of the DB Scheme. He calculated that if he remained in his

existing role, the pre-01 April 2011 section would provide the lowest return. But if he was promoted, it would provide higher growth, as his whole pension fund would be increased based on any corresponding pay increase.

- On that basis, he decided to transfer into the pre-01 April 2011 section of the DB scheme.
- The effects of the Benefit Changes meant that his expectations from the transfer have not been met.

18. In response to Mr E's complaint, the Trustee said:-

- The Employer's Statement explained how the proposed pensionable pay cap would work.
- Pre-01 April 2011 benefits do retain the terms related to normal retirement age and pension increases that had been in place before the changes.

19. Mr E remained unhappy and complained under the Scheme's internal dispute resolution procedure (**IDRP**). In summary he said:-

- The Employer's Statement had the effect of cancelling any concerns about other documents sent at the time. It did not include any information to say that its content only applied to some of the terms, and neither the Employer, the Pensions Department nor the Trustee withdrew it.
- The Scheme rules stipulated that full pensionable salary, which was the same as full basic pay would be used to calculate his pension at retirement.
- Since 1 April 2011, only a proportion of his full pensionable salary had been used to calculate the DB benefit, with the rest being DC benefit.
- This was a DB pension cap included as part of the Benefit Changes that commenced on 1 April 2011. The Scheme rules prior to that date included no such DB cap.
- By retrospectively applying the 2.5% pensionable pay cap, the terms and conditions of his previously accrued pension had been changed.
- The accrued benefit would only be calculated using pensionable salary from 2011, whereas before the terms and conditions changed, benefits were based on the relevant rank and could therefore rise with promotion.

20. In response to Mr E's complaint under the IDR, the Trustee said:-

- The Benefit Changes affected the calculation of the pensionable service credit that would be available to members after a transfer into the DB Scheme. So, the Trustee sought actuarial advice before a transfer value quotation could be provided to Mr E.

- On the basis of that advice, the Trustee considered the basis on which a pensionable service credit could be offered to members like Mr E, who had the opportunity to transfer their DC fund into the DB Scheme during the Employer's consultation period.
- Consequently, the Trustee decided that members, including Mr E would be given an option to choose between a pre and post 1 April 2011 basis for the calculation of the relevant service credit.
- Benefits relating to pre-April 2011 pensionable service do retain the terms related to normal retirement age and pension increases, in retirement and deferment, that existed before the changes.
- The Benefit Changes involve a pensionable pay cap being applied to all pensionable service. This was the basis on which there was agreement between the Employer and BALPA in 2011.
- The Trustee's role is to administer the Benefit Changes, including the introduction of the 2.5% pensionable pay cap.
- The changes to Mr E's employment contract were agreed outside of the Scheme rules and correspondence about the changes were issued by the Employer after consultation with BALPA.
- Mr E's complaint was not upheld.

The Employer's Position

21. The Employer said:-

- It was unfair for Mr E to rely on the Employer's Statement to draw the conclusion that the pensionable pay cap did not apply to his benefits transferred into the DB Scheme. Or that following promotion, his increased salary should be applied to his pre-promotion pensionable service for calculation of his benefits.
- This is because the Employer's Statement was the response to a question that did not refer to Mr E's circumstances, as the Statement referred to existing members of the DB Scheme who may later decide to leave.
- During the consultation period, other communications were sent to members explaining how the Benefit Changes would affect their pension. The Employer's letter of 18 January 2011 said that changes to pension increases and the normal retirement age would apply to benefits accrued from 1 April 2011 onwards.
- No mention was made in that letter about a pensionable pay cap, as it related to all benefits, not just those accrued after 1 April 2011.
- In the FAQ booklet the Employer responded to the following question raised about the Benefit Changes.

“What happens to the benefits that I have already built up if the proposed changes take place?”

We will only make changes to the benefits you build up in the future in your DB scheme and we will not alter any benefits you have already built up in the past, although the pensionable salary cap now applied may mean the increases to your built up pension between now and your retirement will be lower than they would have been under the current rules.”

- It is clear from this comment that the pensionable pay cap affects benefits accrued, both before and after the Benefit Changes were introduced, on a legally valid basis, following the agreement between the Employer and BALPA in 2011.
- Before the Benefit Changes in 2011, pensions in the DB Scheme were calculated using member’s average yearly pensionable salary in the final 24 months of pensionable service, applicable to all pensionable service.
- Accordingly, if a member was promoted more than three years before retirement and got a pay rise, the member’s entire pensionable service would have the higher pensionable salary applied to it.
- After the Benefit Changes, a member’s pensionable service accrued from 1 April 2011 after such a promotion, would continue to have the lower pre-promotion salary applied.

Mr E’s Position

22. Mr E said:-

- From 1 April 2011 the 2.5% pensionable pay cap applies to salary used for DB pension calculations, with any further salary providing DC benefits. Prior to 1 April 2011 there was no DB cap and pension was based on full pensionable salary.
- Previously, for First Officers such as him, the whole pension was calculated using the final two years of salary in whatever rank was later reached. So, after promotion, years accrued as a First Officer would still have been paid at Captain pay levels, as long as he was promoted at least 2 years before retirement.
- After 1 April 2011, the pension paid would reflect his employment history, not his final salary level after promotion. The Benefit Changes contradict the Employer’s statement.
- The Employer’s Statement was one of several promises made by the Employer that pension accrued before the Benefit Changes would not be affected by the changes.

- He did not receive a revised employment contract that reflected the Benefit Changes.

Adjudicator's Opinion

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

- The Benefit Changes were agreed between the Employer and BALPA, which was acting on behalf of the employees who were members. The Trustee would not have been a party to this agreement and its role would have been limited to implementation of the Benefit Changes. Consequently, there has not been any maladministration by the Trustee.
- In its letter of 31 March 2011, the Employer said that the Benefit Changes had been agreed with BALPA. So, this was collective bargaining for all the employees, which would not have required the Employer to send an individual employment contract to Mr E.
- The Q & A booklet and other correspondence the Employer sent to members made it clear that the final value at retirement age of all Mr E's DB benefits accrued both before and after 1 April 2011 may reduce as a result of the Benefit Changes.
- Mr E says that he received numerous assurances from the Employer that his pre-01 April 2011 benefits would retain their existing terms after the Benefit Changes. The Employer's letters of 18 January 2011 and 31 March 2011 set out in detail how the Benefit Changes would affect members of the DB Scheme. It is clear from these letters that the Benefit Changes included amendments to how pensionable salary would be calculated following promotion, and that Mr E's benefits would be affected under such circumstances. These letters conflicted with Mr E's understanding of the Benefit Changes.
- The Employer's letter of 31 March 2011 pointed Mr E to the Employer's Pensions Team for support and prompted him to seek financial advice if he was considering changes to his pension. The Employer cannot reasonably be held responsible for Mr E failing to do so, before transferring his DC benefits into the DB Scheme.
- The Employer did not provide Mr E with misleading information that led him to transfer his DC benefits into the DB Scheme.

24. Mr E did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mr E and the Employer provided further comments which do not change the outcome. I agree with the outcome in the Adjudicator's Opinion and I will therefore only respond to the key points made for completeness.

Mr E's additional comments

25. According to the Employer's letter of 11 February 2011, he became a member of the DB Scheme on 6 February 2011, almost 2 months before the Benefit Changes. So, the transfer of his DC benefits into the DB Scheme did not determine the timing of him joining it. But the transfer should be deemed to have taken place before the Benefit Changes anyway, because he had requested it before the changes.
26. The Employer proposed changes to include a new DB Scheme that would take effect from 1 April 2011. Consequently, the Employer provided reassurances about the retention of benefits already accrued in the Scheme. The Employer's letter of 7 September 2010 also gives assurances that any changes would not affect benefits that members had already accrued. But the Employer has still applied retrospective changes to his pre-01 April 2011 benefits despite these assurances.
27. He understood the Employer's Statement to mean that due to the 2.5% pensionable pay cap, increases to the pension built up from 2011 onwards would be lower, because the pension accrued after 1 April 2011 would be less than under the existing Scheme rules. His understanding of the Employer's Statement was not out of context to the Employer's intended meaning.
28. The Scheme was divided into various sections following each significant change. Consequently, there is the Pre 97 Section, the Post 97 Section and the Post 2002 Section. The Benefit Changes were equally significant and resulted in a significantly reduced final pension. The respondents choose not to refer to it as a new section of the scheme, but this does not change the fact that it was presented that way. When the Trustee offered him the transfer of his DC benefits into the DB Scheme, it was only initially offered on post 1 April 2011 basis. But after he complained, the Trustee agreed to offer the options of a transfer on either a pre or post 1 April 2011 basis. The 2015 Benefit Statement also separates benefits accrued before April 2011 from those added later, indicating a new separate section of the Scheme.
29. When this new DB Scheme was introduced, the Employer's correspondence outlined the terms under which the new DB Scheme would operate. But it did not confirm any change to the terms and conditions of the DB Scheme which already existed.
30. The Benefit Changes resulted from a ballot of BALPA members, but the outcome may have been different, had the Employer not provided reassurances about members retaining benefits that had already been accrued. And not all members who were affected by the Benefit Changes were entitled to vote on them. Further the BALPA negotiators were not pensions experts.

The Employer's additional comments

31. Two letters were sent by the Employer to members, including Mr E, before discussions between the Employer and the Trustee regarding proposals that eventually led to the Benefit Changes. A letter of 7 September 2010 was sent to DB

Scheme members, and another was sent to DC Scheme members. At the time of these letters, Mr E was a DC Scheme member. But as he was eligible to join the DB Scheme on 5 February 2011, he also received the letter sent to DB Scheme members. The proposed changes would have been relevant, if Mr E chose to join the DB Scheme. Accordingly, Mr E was provided with the same information as given to existing DB Scheme members.

32. The Employer's letter of 7 September 2010 was merely a summary of the proposed process to be followed by the Employer and BALPA, in order to reach an agreement on the Benefit Changes. This was to avoid confusing members at that early stage. Further, this letter should have been read in conjunction with the Employer's letter of 18 January 2011, which states in the first sentence that it had been sent further to the letter of 7 September 2010.
33. This information added to the longer version of the Employer's Statement means that it was unreasonable for Mr E to rely on the Employer's letter of 7 September 2010 as reassurance that his benefits would not be affected by the Benefit Changes. Mr E also received the Employer's letter of 18 January 2011, before his decision to transfer from the DC Scheme into the DB Scheme. So, he was aware of how the 2.5% annual pensionable pay cap would affect his transferred benefits.
34. The Trustee exercised its discretion to provide Mr E with the options of transferring his DC fund into the DB Scheme on either a pre or post 1 April 2011 basis, because that was the date on which the Benefit Changes became effective. And Mr E's right to transfer his DC fund into the DB Scheme arose whilst the Employer was consulting its employees about the Benefit Changes. All members who had the right to transfer their DC fund into the DB Scheme during this period would have been offered the same options by the Trustee. Members like Mr E, who decided to transfer their DC fund into the DB Scheme, made an informed decision based on the detailed information they were provided with relating to this matter.
35. The Benefit Changes were amendments to the existing DB Scheme. They were not part of a new section of the Scheme or a new scheme. The communications from the time clearly explained that changes were being proposed to the DB Scheme as it existed. The Newsletter made it clear in the opening paragraph that the 2.5% annual pensionable pay cap applied to all pensionable service. The changes to the normal retirement age and to increases for pensions in payment and deferment came into effect on 1 April 2011 and only applied to benefits accrued from this date. So, it was appropriate to separately categorise the DB benefits accrued before and after this date in Mr E's 2015 benefit statement. The benefits for the two periods are calculated differently.
36. Mr E opted out of the DC Scheme on 5 February 2011 and joined DB Scheme on 6 February 2011. The Employer's letter of 11 February 2011 correctly confirmed this. The transfer of benefits from the DC Scheme into the DB Scheme was not immediate, and it could only be implemented at Mr E's request. He would have been entitled to leave his DC benefits in the DC Scheme when he joined the DB Scheme.

Although Mr E became a member of the DB Scheme on 6 February 2011, his DC benefits did not transfer into the DB Scheme until August 2011. Consequently, the Benefit Changes were applicable.

37. Under Rule 15.1 of the DC Scheme Rules, if a member transfers from this section to the DB Scheme it is effective from a date notified to the Trustee by the Employer. The related process was that the Employer invited a DC Scheme member to join the DB Scheme shortly before their five-year service point, when they became eligible. The member then completed and returned the required application form, after which the Employer wrote to the member confirming the date on which they would become a DB Scheme member. Mr E's transfer was completed in August 2011, not 6 February 2011. There is no scope in the Scheme rules or in the transfer forms for him to be deemed to have transferred at an earlier date.
38. Before the transfer, Mr E was given the options of transferring his DC benefits into the DC Scheme on either a pre or post 1 April 2011 basis. The pre 1 April 2011 option meant that Mr E's benefits after the transfer would be calculated as if they were accrued before 1 April 2011. The post 1 April 2011 option meant that Mr E's DB benefits would be calculated as if they were accrued after 1 April 2011. But even if the transfer was calculated on the basis of benefits being accrued before 1 April 2011, it was still subject to the 2.5% annual pay cap for DB benefits. The transfer acquired additional benefits in the DB Scheme after 1 April 2011, when the Benefit Changes were implemented.
39. At the end of the consultation period with BALPA, members, including Mr E were sent the Employer's letter of 31 March 2011, confirming the Benefit Changes and what effect they would have on their benefits. So, Mr E was accurately informed of the Benefit Changes before they were implemented.

Ombudsman's decision

40. Mr E believes that the Employer has applied retrospective changes to his pre-01 April 2011 benefits as a result of the Benefit Changes introduced on 1 April 2011 and that he was given misleading information before he made the decision to transfer his DC benefits into the DB section of the Scheme. He also complained about the length of time the Trustee took to complete the transfer, which he believes has caused him a financial loss.
41. I will deal first with the delay point. The transfer in question took place in 2011. Ordinarily a complaint must be brought to the Ombudsman within three years of the event giving rise to it. I can see no reason why Mr E could not have complained about the delay which he alleges within three years. I can see no reason to disapply the usual three year period and therefore make no findings about the element of the complaint.
42. Mr E has raised a number of points about exactly when his scheme membership arose. I will not deal with them in detail because the date of the transfer and the date

Mr E joined the DB Scheme is largely irrelevant. This is so because he was in fact allowed to elect to have his accruals treated as pre-April 2011 service and it is accepted that that is how they must be treated.

43. Turning now to whether the pensionable pay cap affects benefits accrued before the Benefit Changes were introduced, I do not consider that it does. The benefits accrued prior to April 2011 are retained in full, but accruals after April 2011 are capped. The method of capping is by reference to final salary increases after that date. Increases to the final value of DB benefits accrued both before and after the Benefit Changes were in future subject to the 2.5% pensionable pay cap, but that did not affect benefits already accrued up to that point. Future salary increases are not accrued rights.
44. I consider that this situation was made clear in the FAQ booklet which states:

“We will only make changes to the benefits you build up in the future in your DB scheme and we will not alter any benefits you have already built up in the past, although the pensionable salary cap now applied may mean the increases to your built up pension between now and your retirement will be lower than they would have been under the current rules.”
45. It was also clear from the Newsletter which said, “Whilst benefits accrued to the date any changes take effect will be protected, benefits earned after that date will be reduced and all service in the DB Scheme at the date of retirement will be applied to pensionable pay as defined under the new arrangements”.
46. Before Mr E requested the transfer, the Trustee provided him with the options of it being on a pre or post 1 April 2011 basis. The Trustee had recognised that the Benefit Changes would affect the calculation of pensionable service credit that would be derived from members transferring their DC fund into the DB Scheme. Based on that information, Mr E chose to transfer his DC fund on the pre 1 April 2011 basis, which meant that the transfer was calculated as if the benefits had accrued in the DB Scheme before the Benefit Changes. However, this does not change the fact that DB benefits accrued both before and after the Benefit Changes were subject to the 2.5% pensionable pay cap. The FAQ and the Newsletter confirmed this to be the case. Consequently, I do not consider that the Employer misrepresented Mr E’s options to him. I find that the Employer provided Mr E with sufficient information for him to make an informed decision on whether to proceed with the transfer.
47. I deal now with some additional points raised by Mr E which I do not consider affect the outcome of his complaint. Mr E says that the Employer proposed changes to include a new DB Scheme that would take effect from 1 April 2011. And that these Benefit Changes were equally significant to changes that had resulted in the formation of the Pre 97, Post 97 and Post 2002 Sections of the Scheme. Consequently, Mr E argues that the Benefit Changes amounted to the formation of a new DB Scheme and he was not given information on how his benefits may reduce, before he transferred into it.

48. The Employer's letter of 7 September 2010 referred to changes in the existing DB Scheme. The Employer's letters of 18 January 2011 and 31 March 2011 confirmed that the Benefit Changes related to the existing DB Scheme and that benefits accrued both before and after 1 April 2011 would be affected by the changes. I do not agree that there was any suggestion that the changes amounted to the introduction of a new DB Scheme. It is clear that the Benefit Changes related to the existing DB Scheme.
49. Mr E says that the outcome of the ballot of BALPA members may have been different had the Employer not provided reassurances about members retaining DB benefits that had already been accrued. That may be so, but I do not consider this point any further because I do not find that the Employer has provided any incorrect information about the retention of accrued benefits.
50. For these reasons, I do not uphold Mr E's complaint.

Karen Johnston

Deputy Pensions Ombudsman
19 June 2020