

Ombudsman's Determination

Applicant	Mrs S
Scheme	LondonWaste Limited Pension Scheme (the Scheme)
Respondents	Trustees of LondonWaste Limited Pension Scheme (the Trustee) LondonEnergy Limited (the Company) Capita Employee Benefits (Capita)

Outcome

1. I do not uphold Mrs S' complaint and no further action is required by the Trustee, the Company or Capita.

Complaint summary

2. Mrs S' complaint is that following her redundancy the Trustee has unfairly reduced her pension by applying an early retirement reduction factor (**actuarial reduction**). She said that the Scheme Rules include a provision for members who have been made redundant to claim their pension unreduced.
3. Mrs S also said that she did not reject a settlement agreement that the Company offered, which would have allowed her to receive an unreduced pension.

Background information, including submissions from the parties

4. The Members' Guide dated 1 January 1997 (**The Members Guide**) states:

"What if I am made redundant?

If you have a minimum of two years' total membership and are age 55 or over, you will normally receive an unreduced pension and lump sum."
5. The Scheme is governed by The Definitive Trust Deed and Rules dated 29 November 2010 (**the Scheme Rules**). The relevant Rules state:-

"10.1 Early retirement options

An active member may retire early, either:

after attaining minimum pension age, with the consent of the Trustee and the Company; or

at any age on the grounds of incapacity.

10.2 Early retirement on grounds other than incapacity

(a) On retirement under Rule 10.1(a), a member will receive a pension calculated in accordance with Rule 8...but based on the member's final pensionable salary at the date of leaving pensionable service and reduced to take account of early payment on the advice of the Actuary.

(b) where a member or a deferred pensioner joined the Scheme before 6 April 1997 the actuarial reduction referred to in (a) above will not apply in respect of the member or deferred pensioner's pensionable service accrued prior to 1 January 2010, if the member or deferred pensioner had, on or before 31 December 2009, both reached the age of 60 and completed 25 years of pensionable service...

10.3 Early retirement on the grounds of redundancy

If early retirement is as a result of redundancy or at the request of the Company and the member is aged 55 or over an immediate pension may be paid with no actuarial reduction.

...

11.6 Early retirement

A deferred pensioner may retire before normal retirement date if the conditions set out in Rule 10.1 (early retirement options) are satisfied. The pension will be calculated on the same basis as his deferred pension but reduced by such amount as advised by the actuary to take account of early payment."

6. On 26th January 2018, Mrs S attended a meeting with the Company, during which it offered her early retirement without an actuarial reduction and a further settlement payment of £24,276. Mrs S said she asked the Company whether she was being made redundant and the Company replied that she was not.
7. On 1 February 2018, Mrs S attended a further meeting with the Company to discuss early retirement and the Company recommended that Ms N seek the assistance of her trade union official (**the union representative**).
8. On 5 February 2018, Mrs S emailed the Scheme administrator, Capita, to query whether she could claim an unreduced pension if she resigned.

9. In an undated letter handed to Mrs S on the same day, the Company set out the terms of an unreduced pension offer for early retirement, without quoting the actual figures payable to Mrs S, but it explained that:

“This is a discrete offer which will not be applicable at any future time prior to your Normal Retirement Date.”

10. On 6 February 2018, Mrs S emailed the Company with some queries about the offer made to her.
11. On 12 February 2018, the Company wrote to Mrs S, confirming that it had offered an unreduced early retirement pension, the letter stated:-

“Under the terms of the Scheme a member may retire between the ages of 55 and 65 but if the member does so then the amount of pension that will be received will be reduced by an amount that reflects the early retirement. This reduction is calculated by the Scheme actuary.

The Company is offering to pay your pension without any reduction...”

12. On 15 February 2018, Capita wrote to Mrs S in response to her enquiry of 5 February 2018. Capita referred Mrs S to Scheme Rule 10.2(b) and explained that as Mrs S joined the Scheme before 6 April 1997, she could claim her benefit relating to service accrued before 1 January 2010, provided she had reached age 60 and completed 25 years' pensionable service before 31 December 2009. But any service after 1 January 2010 would be subject to a reduction. Capita added that Mrs S could alternatively claim under Scheme Rule 10.3 if she was made redundant.
13. On 26 February 2018, the union representative telephoned Mrs S to inform her that the Company had offered a settlement package including:-
- A severance payment of £15,000 tax-free.
 - Three months' paid notice amounting to £10,000.
 - 13 days outstanding annual leave valued at approximately £1,000.
 - Three years of employer pension contributions paid to the Scheme.
14. On 1 March 2018, Mrs S emailed the union representative to confirm that she had considered the Company's offer of a settlement agreement. Mrs S also expressed dissatisfaction with this offer being communicated to her verbally and asked for it to be presented to her in writing.
15. In response, the union representative emailed Mrs S with details of the offer that they had discussed during their telephone conversation on 26 February 2018. The union representative also said that the offer would be withdrawn on 3 March 2018 if Mrs S did not accept it.

16. Mrs S said that based on her acceptance of the informal offer, she agreed that her last day at work would be 6 March 2018 and left the Company. However, when she received the formal settlement agreement from the Company on 13 March 2018, it placed a tax liability on her, which she was not happy with. The formal agreement said:-

“...the Company shall pay to the Employee [Mrs S] without any admission of liability the gross sum of £24,276...in lieu of notice and compensation for loss of employment, 59.5 hours of holiday entitlement plus an additional 39 hours of holiday will also be paid in lieu totalling £2,030.08...this amount will be taxable...It is the parties’ understanding that...the first £30,000 of that part of the compensation payment...can be paid free of tax...The Company gives no warranty as to the tax treatment of the compensation payment and...the Employee accepts that she is solely responsible for any additional tax...which may be payable on the compensation payment or any of the sums or benefits referred to in this agreement”.

17. On 15 March 2018, Mrs S emailed the union representative complaining it was unfair that the informal agreement she received on 1 March 2018 stated that her severance payment would be tax free, whilst the formal offer placed a tax liability on her.
18. On 19 March 2018, the union representative received a revised version of the formal settlement agreement from the Company that was subject to contract after being signed by both parties.
19. On 21 March 2018, Mrs S received the revised version of the formal settlement agreement from the union representative which she was also unhappy with, because it again placed a tax liability on her.
20. On the same day Mrs S contacted her solicitor to request legal advice on the tax implications of signing the revised settlement agreement.
21. On 22 March 2018, the union representative emailed Mrs S, stating that the Company had set a deadline of 23 March 2018 for her to sign the revised settlement agreement that she had received on 21 March 2018, otherwise the offer would be withdrawn. Mrs S’ solicitor emailed the Company proposing a redraft of the tax section of the revised settlement agreement, but no response was received.
22. On 26 March 2018, Mrs S returned to work, having not signed the revised formal settlement agreement. During a meeting held on that day, the Company handed Mrs S a letter dated 23 March 2018, proposing her redundancy, and stating that a final decision would be made in a consultation meeting on 28 March 2018.
23. On 28 March 2018, Mrs S attended the consultation meeting during which the Company confirmed her redundancy with effect from 31 March 2018. The Company also sent a letter to Mrs S confirming this.
24. On 31 March 2018, Mrs S received the Company’s letter confirming her redundancy.

25. On 11 April 2018, the Company wrote to Mrs S confirming her redundancy again and said that the offer of an unreduced pension had been withdrawn, as discussed in the meeting on 26 March 2018.
26. On 19 April 2018, the Company wrote to Mrs S outlining the background and terms of her redundancy. It invited her to appeal the decision and extended the deadline from 7 April 2018 to 25 April 2018.
27. On 24 April 2018, certain active employees of the Company accepted a package of changes, including the right for eligible members to request early retirement without actuarial reduction, on the grounds of redundancy, at the discretion of the Trustee.
28. On 8 May 2018, Mrs S emailed the Company a series of questions, including “whether the position on pension remains unchanged from [employee’s name] letter which you handed me on 5 February 2018...”
29. On 12 May 2018, Mrs S emailed Capita to confirm that she was made redundant on 31 March 2018 and queried whether she qualified to take her benefits under Scheme Rule 10.3.
30. Capita contacted the Company to query Mrs S’ entitlement to an unreduced pension and received confirmation that she did not qualify for that benefit.
31. On 15 May 2018, the Company responded to Mrs S’ email of 8 May 2018 stating that it had become aware of her contacting Capita about her redundancy. The Company said that Mrs S had rejected its offer of an unreduced pension, meaning that this offer was no longer available.
32. On 31 May 2018, Capita sent Mrs S a retirement quotation for a reduced pension as at 1 April 2018.
33. Mrs S complained to the Trustee that she had received a quotation for a reduced pension after being made redundant but other members had not.
34. In its response to Mrs S’ complaint, the Trustee confirmed that it had taken actuarial and legal advice, and said:-
 - Mrs S was a deferred member which meant that, if she retired early, an actuarial reduction would be applied to her pension.
 - The only way an actuarial reduction could have been avoided was if the Company agreed to increase Mrs S’ benefits and paid additional contributions to reflect the cost. In this case the Company decided not to pay the extra contributions that would have been required.
35. Mrs S wrote to the Trustee querying why neither the Company nor the Trustee was willing to act in accordance with rule 10.3 of the Scheme Rules and pay her pension unreduced.

36. The Trustee responded to Mrs S' enquiry and, in summary, said:-

- Use of the word 'may' in Scheme rule 10.3 meant that the Trustee has discretion over whether a reduction will be applied for early retirement.
- That discretion was not exercised because Mrs S applied for early retirement as a deferred member. The relevant Scheme rule in that case was 11.6.
- Scheme rule 11.6 requires the calculation of an early retirement pension to include a reduction in accordance with actuarial advice, which the Trustee has taken.

37. Mrs S remained unhappy and complained under the Scheme's Internal Dispute Resolution Procedure (**IDRP**). In summary she said:-

- Before the Trustee's email of 17 September 2018, she was unaware that the Trustee had discretion over whether an early retirement reduction should be applied when a member leaves the Company or following their redundancy.
- She left the Company on the grounds of redundancy and Scheme rule 10.3 suggests that a member who left for this reason may claim an unreduced pension.
- She was informed on 26 March 2018 that the Company would consider making her redundant. But she did not receive the Company's letter of 28 March 2018 which confirmed her redundancy until 31 March 2018, the same day on which her employment ended. The letter did not state that the offer of an unreduced pension had been withdrawn. Consequently, she did not become aware of this until she received the Company's email of 15 May 2018.
- She queried whether it was the Trustee's responsibility to advise her that she needed to be an active member to claim an unreduced pension or if the Company had this duty. She further questioned the point at which the Trustee needed to be informed of her redundancy in order to avoid a reduction for early retirement.
- She sought clarification from Capita on 5 February 2018 on what grounds an unreduced pension may be claimed. But she was not informed that she needed to be an active member in order to make this claim.
- An actuarial reduction had not been applied for other members who had left or been made redundant. Mrs S queried whether all applications requiring a decision on pension reductions after redundancy were referred to the full Trustee Board.
- The Trustee sought legal advice on this matter, which seems unusual and the reasons have not been clarified.

- The Company has said that it is not willing to provide the extra funds required for her to claim an unreduced pension but before the Company confirmed her redundancy, this had not been the case.

38. In its IDR response the Trustee said that it is required to administer the Scheme in accordance with legislation and the Scheme Rules to ensure that members receive their rightful entitlement and:-

- Mrs S was now a deferred member, which meant that any application for early retirement would be subject to a reduction, as advised by the Scheme's actuary.
- Pensions that come into payment early are typically reduced to take account of the fact that they will be paid for longer.
- The only ground on which such a reduction may be rescinded is if the Company asks the Trustee to increase Mrs S' benefits and pays additional contributions to reflect the cost of that increase. In this case, the Company was unwilling to pay the additional sums that would be involved in light of the funding deficit of the Scheme.
- The Trustee had no choice but to pay Mrs S' pension in accordance with Rule 11.6 of the Scheme Rules and apply an actuarial reduction.
- The early retirement programme run by the Company, which began in April 2018, was only implemented after Mrs S' active membership of the Scheme had ended. Consequently, Mrs S was not eligible to benefit for an unreduced pension in the same way as an active member.
- Mrs S' complaint was not upheld.

The Company's Position

39. The Company said:

- Mrs S was provided with an initial formal settlement agreement via the union representative on 6 March 2018, which she received on 13 March 2018. This followed conversations between Mrs S and the Company on 26 January 2018 and 1 February 2018 regarding Mrs S taking early retirement.
- With Mrs S' consent, discussions continued between the Company and the union representative, after the Company allowed Mrs S to share the settlement agreement with the union representative. This settlement agreement was subject to contract and would not become binding until it was signed by both parties.
- After further discussions between the Company and the union representative, a revised formal settlement agreement was sent to the union representative on 19 March 2018.

- Three weeks before the initial formal settlement agreement was provided to Mrs S, the Company informed the union representative verbally that the agreement was open for acceptance until 23 March 2018.
- The Company's offer to allow Mrs S to receive an unreduced pension was subject to her entering into a settlement agreement. Mrs S did not inform the Company verbally or in writing that she had rejected the revised formal settlement agreement, but she returned to work without notice on 26 March 2018, demonstrating her refusal to accept it. Consequently, the settlement agreement lapsed.
- The letter of 28 March 2018 did not include the unreduced pension offer to Mrs S because it had been withdrawn. That offer was not withdrawn because the Scheme had a funding deficit. The Company has been addressing that shortfall by paying additional contributions since 2010.
- Mrs S has not been disadvantaged compared to other members. The Company spent two years trying to find alternative roles for Mrs S, all of which she refused. The Company also offered Mrs S generous terms for leaving, which she also turned down. Mrs S' situation is a result of her own decisions.

Capita's position

40. The email of 15 February 2018 did not inform Mrs S that she needed to be an active member, in order to claim an unreduced pension. That point is not specified under Scheme Rule 10.3. But it did correctly state that Trustee approval would be required.

Mrs S' Position

41. Mrs S said:-

- She received the initial formal settlement agreement to terminate her employment and receive an unreduced pension from the Company on 13 March 2018, not 6 March 2018, as stated by the Company. But it required her to accept tax implications that she was unhappy with.
- The emailed informal settlement agreement she had previously received through the union representative on 1 March 2018 stated that the severance payment would be tax free.
- A revised version of the formal settlement agreement that she received on 21 March 2018 again placed on her a tax liability relating to the severance payment.
- She remained dissatisfied and asked her solicitor to redraft the tax section of that settlement agreement and sent it onto the Company on 22 March 2018. On the same day, the Company rejected the solicitor's redraft of the settlement agreement and set a deadline of 23 March 2018 for her to sign its own revised

formal settlement agreement, or the offer would be withdrawn.

- Her meeting with the Company on 26 March 2018 was brief and she simply received a letter confirming her redundancy. The Company did not say that she was not entitled to an unreduced pension. This led to her feeling that appealing against redundancy was a waste of time.
- She was not given sufficient notice by the Company before her redundancy that she needed to be an active member in order to claim an unreduced pension.
- Capita did not inform her, in its email of 15 February 2018, that she needed to apply as an active member in order to receive an unreduced pension.
- She did not inform the Company, either verbally or in writing, that she had rejected the revised formal settlement agreement.
- She did not receive the Company's letter of 11 April 2018, which confirmed the withdrawal of the unreduced pension offer and did not become aware of that outcome until she received the Company's letter of 15 May 2018.
- She did not agree that it was fair for the Company to withdraw its offer of an unreduced pension, as her redundancy was compulsory, and it was not her choice.
- The Trustee has said that the Company declined to fund her unreduced pension, due to the Scheme's funding deficit. Since that had not been an issue up to the point of her redundancy, there was a question as to whether or not she was disadvantaged compared to other members, following the Scheme changes on 24 April 2018.

Adjudicator's Opinion

42. Mrs S' complaint was considered by one of our Adjudicators who concluded that no further action was required by the Trustee, the Company or Capita. The Adjudicator's findings are summarised below:-

- Scheme Rule 10.3 states that a member may claim an unreduced pension if retirement is as a result of redundancy or at the request of the Company and the member is aged over 55. But this is for active members taking immediate benefits. Mrs S was made redundant on 31 March 2018 and became a deferred member from that date. Mrs S has not provided any evidence that, at the point of redundancy, she was misinformed by the Company about any right to access an unreduced pension.
- As a deferred member Mrs S' application for early retirement is dealt with under Scheme Rule 11.6, which states that a deferred member may take their pension

before the normal retirement date, but it will be reduced by such amount as advised by the actuary to take account of early payment.

- Mrs S has sought to rely on Scheme Rule 10.3, on the basis of the information provided to her by Capita in February 2018, when she was an active member. However, it was not until May 2018 that Mrs S contacted Capita to confirm her redundancy. By that time Mrs S' had been made redundant and become a deferred member. Consequently, she was not entitled to be considered under Scheme Rule 10.3.
- Capita cannot reasonably be held responsible for Mrs S not making a valid claim under Scheme Rule 10.3. It is not for Capita to pre-empt every potential scenario and advise Mrs S that she needed to be an active member in order to claim an unreduced pension.
- The Trustee applied Rule 10.3 appropriately and the Company did not misinform Mrs S concerning her rights to an unreduced pension.

43. Mrs S did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mrs S provided her further comments which do not change the outcome. I agree with the Adjudicator's Opinion and note the additional points raised by Mrs S.

Summary of Mrs S' additional comments

44. The Company made her redundant on 31 March 2018, and if all parties agree on that, she cannot understand why the circumstances leading up to her redundancy had been taken into account.
45. The unreduced pension offer had no link to the Scheme Rules or redundancy. So, there are no grounds for the Company to withdraw that offer and not implement rule 10.3, which they did with less than half a day's notice. No deadline was quoted in the settlement agreements or was given by the Company or the union representative.
46. The Company instigated her redundancy on 31 March 2018, and the only Scheme Rule to address redundancy is Rule 10.3, which does not depend on any other Scheme Rule and simply gives the Company discretion over unreduced pensions. So, it is important to be clear on whether discretion has been applied fairly.
47. The Members' Guide states that if she is made redundant, she should receive an unreduced pension and she is entitled to rely on that information. It remains relevant and continues to be referenced by the Trustee.
48. The Scheme was adapted from the Local Government Pension Scheme (**the LGPS**) and is intended to mirror that scheme and its Rules. Guidance provided by London Pension Fund Authority's website in relation the LGPS includes, "If you are aged 55 or over you will be entitled to the immediate unreduced payment of your LGPS benefits, provided, you have met the 2 years vesting period in the scheme."

49. It was not until 26 March 2018 that the Company first informed her that it was considering her redundancy, and that a consultation meeting would be held on 28 March 2018. So, she could not have pre-empted the Company's decision to make her redundant on 31 March 2018 by claiming an unreduced pension under Scheme Rule 10.3.
50. Capita did not ask for her member status when she called on 12 May 2018. Capita then informed her on 30 May 2018 that it had been advised by the Company to apply a pension reduction for early retirement.
51. She did not receive the Company's letter of 11 April 2018, so she was unaware that the unreduced pension offer had been withdrawn until she received the Company's letter of 15 May 2018.
52. Why did the Trustee refer her claim for an unreduced pension to the full Trustee board? Has this been the practice previously? If the Scheme Rules are clear, why did the Trustee seek legal advice, and could it be shared with her to demonstrate transparency?
53. The Trustee said the unreduced pension offer was withdrawn due to the Scheme's funding deficit, but the Company said it was not withdrawn for that reason. Did the Company mislead the Trustee on the funding issue, causing the Trustee to not exercise its discretion to provide an unreduced pension, or was she being deliberately misled?

Summary of the Trustee's additional comments

54. The Trustee board consists of three members who respond to all complaints, whether under the Scheme's IDRPs or otherwise. With a board of three, it does not leave scope for a sub-committee to deal with complaints.
55. The complexities of Mrs S' complaint were such that it was appropriate to seek legal advice on the interpretation of the Scheme Rules. It is not the Trustee's practice to share such legal advice which is subject to professional legal privilege.

Ombudsman's decision

56. Mrs S said it is unclear why the circumstances leading up to her redundancy have been considered by the Trustee and the Company. She also said that the unreduced pension offer had no link to the Scheme Rules or redundancy.
57. The Trustee is required to ensure that the correct benefits are paid in accordance with the Rules that govern the Scheme and the circumstances that have caused the benefits to become payable. Consequently, it is necessary to consider the background that led to Mrs S leaving employment in order to determine whether the Trustee has interpreted and implemented the Scheme Rules correctly.

58. The unreduced pension offer formed part of two discrete formal settlement offers that the Company made to Mrs S outside of the Scheme Rules in March 2018. Since Mrs S has not signed either settlement agreement, it remains the case that the Scheme Rules determine whether she is entitled to an unreduced pension on the grounds of redundancy.
59. Mrs S contends that the Company instigated her redundancy on 31 March 2018 and the only Scheme Rule to address redundancy is Rule 10.3. She said that Rule 10.3 simply gives the Company discretion over unreduced pensions, so it is important to be clear on whether discretion has been applied fairly.
60. Having been unable to agree an amicable end to Mrs S' employment, the Company decided to make her redundant with effect from 31 March 2018. So, Mrs S became a deferred member from that date. Rule 10.3 applies only to active members who request to take immediate benefits on being made redundant.
61. Mrs S did not email Capita to enquire about early retirement until May 2018 and therefore the Scheme Rule applicable to her, as a deferred member is Rule 11.6. It follows that consideration of whether the discretion being exercised properly under Rule 10.3 does not need to be considered.
62. Mrs S contends that the Members' Guide states that if she is made redundant, she should receive an unreduced pension and that she is entitled to rely on that information. While I accept that the Members' Guide does not specifically state that an unreduced pension is only available to active members on redundancy, I note that it clearly states at the outset that "nothing in the Guide can override the legal position set out" in the Scheme Rules. I do not consider that it was reasonable for Mrs S to rely solely on the Members' Guide, particularly, as she had extensive discussions with the Company, Capita, and her union representative, regarding her position.
63. Mrs S said it was not until 26 March 2018 that she was first informed that the Company was considering her redundancy and that a consultation meeting would be held on 28 March 2018. Mrs S contends that she could not then have pre-empted the Company's decision to make her redundant on 31 March 2018 and have claimed an unreduced pension under Scheme Rule 10.3.
64. Capita advised Mrs S on 15 February 2018, that she could claim an unreduced pension under Scheme Rule 10.3 if she was made redundant. Mrs S was therefore in possession of the relevant information before she was made redundant and could have queried her right to an unreduced pension in the consultation meeting. Neither, the Trustee, the Company nor Capita can reasonably be held responsible for Mrs S not doing so before she became a deferred member.
65. Mrs S said she did not receive the Company's letter of 11 April 2018, so she did not become aware that the unreduced pension offer had been withdrawn, until she received the Company's letter of 15 May 2018.

66. The union representative's email of 1 March 2018, stated that the unreduced pension offer would be withdrawn if Mrs S did not accept the agreement. The Company's letter of 5 February 2018, had previously made it clear that the offer of an unreduced pension would not be repeated before Mrs S' normal retirement date. Consequently, Mrs S ought to have been aware that the unreduced pension offer would be withdrawn and not repeated, whether, or not, she received the Company's letter of 11 April 2018. Further, if Mrs S was unclear about the information that had previously been provided, she could have contacted the union representative or the Company to establish the implications of not accepting the unreduced pension offer.
67. Mrs S said that the Trustee has said that the unreduced pension offer was withdrawn due to the Scheme's funding deficit, but the Company has said it was not withdrawn for that reason. I have seen no evidence to suggest that the Company misled the Trustee in such a way to have caused the Trustee not to exercise its discretion to provide an unreduced pension as suggested by Mrs S. The fact remains that Mrs S did not accept the Company's offer of an unreduced pension and so it was withdrawn.
68. Mrs S contends that the Scheme was adapted from the Local Government Pension Scheme (**the LGPS**) and that it was intended to mirror that scheme and its rules. She argues that guidance provided by London Pension Fund Authority's website in relation to the LGPS includes, "If you are aged 55 or over you will be entitled to the immediate unreduced payment of your LGPS benefits, provided you have met the two years vesting period in the scheme."
69. Although, the Scheme may have been adapted from the LGPS, both schemes have their own separate rules that they are governed by. Mrs S has previously sought to rely on Scheme Rule 10.3 and so is aware that the Scheme has its own rules. I do not agree that it was reasonable for Mrs S to rely on the LGPS guidance to which she has made reference.
70. Mrs S has also questioned the referral of her claim, for an unreduced pension on the grounds of redundancy, to the full Trustee board, and the Trustee's need for legal advice. The Trustee is within its right to seek legal advice on how the relevant rule should be interpreted. There is no maladministration in its decision to do this.
71. It is clear that Mrs S' circumstances were explored thoroughly, ensuring that the decision was made in accordance with the Deed and Rules. I am satisfied that the Trustee, the Company and Capita acted properly when rejecting Mrs S' request for her Scheme benefits to be paid in accordance with Rule 10.3.
72. I do not uphold Mrs S' complaint.

Anthony Arter

Pensions Ombudsman
17 November 2020