

## Ombudsman's Determination

Applicant	Mr A Scargill
Scheme	National Union of Mineworkers Officials' and Permanent Employees' Superannuation Fund
Respondents	National Union of Mineworkers ( <b>NUM</b> ) The Trustees of the National Union of Mineworkers Officials' and Permanent Employees' Superannuation Fund (the <b>Trustees</b> )

## Outcome

1. I do not uphold Mr Scargill's complaint and no further action is required by either the NUM or the Trustees.
2. My reasons for reaching this decision are explained in more detail below.

## Complaint summary

3. Mr Scargill has complained that his pre-1997 pension has not been increased in line with the annual increase in the Retail Prices Index (**RPI**) for the year 2014. He considers this to be in breach of an agreement reached in 1975.

## Background information, including submissions from the parties

### Background

4. The Scheme was established by trust deed in June 1946. There had been a previous scheme – the Miners' Federation of Great Britain Employees' Pension and Superannuation Scheme.
5. A working party was set up in 1972 to review the Scheme in the light of changes in legislation and benefits provided by other pension schemes. It was to make recommendations to the NUM. It reported in May 1975. The report noted that there was no provision under the 1946 deed permitting amendments. It referred to the working party having taken legal advice and being informed that amendments would require the agreement of the contributing members or a modification order from the

Occupational Pensions Board (**OPB**). Under the heading “Inflation-proofing”, the report noted,

“At the present time pensions in payment are adjusted periodically to take account of increases in the cost of living, the cost of which is met direct from the Union’s general fund.

For administration purposes we recommend that in future these payments should be made through the Pension Fund and that an appropriate clause be inserted in the Scheme relating to cost-of-living adjustments.”

6. Under the heading “Cost of Improvements”, it stated,

“Inflation-proofing ... is already met from the Union’s general fund and the total of such annual ex-gratia pension increases ... was £ ... which in Actuarial valuation would mean a first year outlay of £ ... for existing commitments or £ ... for existing and future cost-of-living increases, assuming an investment yield of 8% and providing for a 3% per annum compound increase to all current and future pensions ...”

7. The then trustees wrote to the members, by letter dated 29 August 1975 (this date was later amended to 10 September 1975), explaining that the working party had completed its task, and the NUM and the trustees had endorsed its recommendations. An announcement outlining the proposed amendments was enclosed with the letter. Amongst other things, the announcement stated,

“Inflation proofing by means of an annual Cost-of-Living increase to Pensions in payment. Pensions will continue to be reviewed yearly in light of rises in the Cost-of-Living. Subject to continued availability of funds. Such increase to be paid from the funds under the Trustees’ discretionary powers.”

8. Members were asked to give their “approval to the proposed changes” or, if they objected, to give their reasons for not approving. A standard letter was attached for the member to sign. This stated,

“I ... approve/object to the proposed amendments to the [Scheme] as outlined in the document attached to your letter dated 10<sup>th</sup> September, 1975.”

9. On 12 February 1976, a supplemental deed was executed to provide for certain amendments to the Scheme. Amongst other things, the Supplemental Deed stated,

“The Trustees with the written consent of the Union and of all the Contributors ... have determined that the provisions of the Trust Deed shall be altered or modified as more particularly set out below and so as to give effect to the provisions of the explanatory literature annexed hereto ...”

10. The **Explanatory Literature** consisted of the above announcement.

11. On page 11, the August 1976 edition of the Scheme booklet stated (amongst other things),

“Provided there are sufficient funds, the Trustees will, each year, review all pensions in payment in the light of increases in the cost-of-living.”

12. On page 2, the booklet stated,

“You should regard this booklet as mainly explanatory because your entitlement to benefit is governed exclusively by the formal documents constituting the Fund. These documents may be inspected at any reasonable time and in the event of any inconsistency between this booklet and the formal Trust Deed and Rules the latter shall prevail.”

13. At the relevant time, the Scheme was governed by the trust deed and rules dated 9 March 2000. This deed stated,

“All the clauses, provisions and rules of the Definitive Deed and the Rules are ... replaced in their entirety with the provisions of this deed ... the Rules scheduled to this Trust Deed ... and the Appendices to this Trust Deed ... Provided that no pension or other relevant benefit in payment or contingently payable on the death of any person under the provisions of the Scheme immediately before the date of this Trust Deed, nor any previous exercises of a discretion or power by any Employer or by the Trustees under the clauses, rules or provisions of the Definitive Deed (as amended prior to the date of this Trust Deed) shall be reduced or invalidated by the execution of this Trust Deed.”

14. Clause C.1 contains the power of amendment. It provides,

- “(1) Having regards to the requirements of the 1995 Act, and after consulting the Actuary the Trustees may at any time and from time to time with the consent of the Founder alter or modify any or all of the trusts, powers or provisions of the Trust Deed, the Rules and the Appendices and any such alteration or modification may have retrospective effect.
- (2) Any such alteration or modification shall be made by deed executed by the Trustees and the Founder Provided always as follows:
- (a) ...
- (b) no such alteration or modification shall be made which in the opinion of the Actuary shall operate substantially to prejudice the pension payable to any Member or other person who is at the effective date ... entitled to a pension under the Scheme ...”

15. The Scheme rules are in two parts: Part 1 is referred to as the pre-6<sup>th</sup> April 1983 rules and Part 2 as the post-5<sup>th</sup> April 1983 rules. The part which applies depends upon when the individual joined the scheme. Mr Scargill joined in 1972. In Part 1, rule 4, schedule F stated,
- “(1) All pensions and allowances (other than Guaranteed Minimum Pensions) payable in respect of Pensionable Service accrued before 5<sup>th</sup> April 1997 shall be increased as and when deemed appropriate by the Trustees by an amount at their discretion.
  - (2) All pensions and allowances payable in respect of Pensionable Service accrued after 6<sup>th</sup> April 1997 shall be increased at the rate of 5 per cent per annum or by the percentage increase in the Index of Retail Prices whichever is the lower for the calendar year to September ...”
16. In May 2012, a deed of amendment was executed which (amongst other things) amended rule 4(2) so that it now provides,
- “(2) All pensions and allowances payable in respect of Pensionable Service accrued after 5<sup>th</sup> April 1997 shall be increased by the following rates:
    - (a) for that part of the pension which is attributable to Pensionable Service ... after 5<sup>th</sup> April 1997 but before 1<sup>st</sup> June 2012, 5% per annum or by the percentage increase in the Index of Retail Prices, whichever is the lower for the calendar year to September; and
    - (b) for that part of the pension which is attributable to Pensionable Service ... after 1<sup>st</sup> June 2012, 2.5% per annum or the annual rate of increase in the relevant percentage within the meaning of section 51(4)(a) of the 1995 Act, whichever is the lower for the calendar year to September.”
17. Mr Scargill was notified, in March 2014, that his pension would be increased by 3.2% with effect from 1 April 2014. The Trustees subsequently notified Mr Scargill that there had been an error in administering the pensions increase in relation to pension accrued by reference to pre-April 1997 pensionable service.
18. On 22 December 2014, the Trustees wrote to the Scheme's pensioner members saying the award of the discretionary pensions increase had been delayed while they discussed the latest actuarial valuation with the NUM. They said, having taken advice, they had agreed to award an increase of 2.5% in respect of pension (in excess of the GMP) accrued by reference to pensionable service prior to April 1997. This was backdated to April 2014.

**Mr Scargill's submission**

19. The key points of Mr Scargill's submission are summarised below:

- In 1972, he was told, by the then Secretary to the Scheme, that his pension on retirement would increase each year in line with the annual increase in the RPI. He was told that any shortfall in funding would be met by the NUM from its general funds.
- The 1975 amendments amount to a contractual agreement between the trustees, the NUM and the members of the Scheme. It satisfied all the conditions required for a contract to exist. The trustees sent out a letter containing an offer which the members accepted. There is a difference between a legally binding contract and an amendment to the Scheme's trust deed and rules. An amendment only requires a decision by the trustees, having consulted an actuary and obtained the consent of the Founder (page 22 of the trust deed and rules).
- The 1976 supplemental deed provided for the trust deed to be amended to give effect to the provisions of the explanatory literature annexed to it. Page 10 of the explanatory booklet indicates that the members had an expectation that pension increases would be reviewed each year in light of increases in the cost of living. It is clear that the pension increase would apply to the entire pension.
- He does not accept that the 1975 agreement between the NUM, the trustees and the members was based on the Explanatory Literature or should be described as an extrinsic contract.
- Over the period from 1976 to 2006, the trustees agreed to increase pensions in payment in line with the increase in the RPI.
- The trustees in office in 2006 were not aware of the 1976 supplemental deed. When this was disclosed, both they and the NUM accepted that it was valid and binding. The minutes of the trustees' meeting on 10 May 2006 recorded,
- "It was UNANIMOUSLY AGREED:
- "that the Trustees should award a discretionary increase of 2.7% as and from April 2006 and in future, any discretionary increase should be based on the September RPI figure".
- The minutes of the trustees' meeting on 13 December 2006 record they had received legal advice to the effect that the Scheme trust deed and rules should be amended to reflect decisions adopted by the NUM, the trustees and the members in 1975.
- The 2012 Summary Funding Statement referred to the actuarial valuation on the ongoing basis having made allowance for future discretionary pensions increases. The Statement confirms that future discretionary increases are a liability. It states the revised investment strategy was intended to enable future discretionary pensions increases to be awarded. It indicates that assets were invested with the aim of

providing “future discretionary pension increases in line with increases to the Retail Prices Index ...”. This can only be interpreted as a guarantee to pensioners that pension increases for pre-April 1997 pensionable service will be in line with the RPI as at September in the preceding year.

- The December 2012 actuarial valuation said the Trustees had agreed, for the purposes of the valuation, discretionary increases on pension in excess of the Guaranteed Minimum Pension (**GMP**) accrued before April 1997 would be included within the Technical Provisions in line with the RPI up to a cap of 2.5% per annum. This indicates that the Trustees have adopted an amended policy and introduced a cap.
- The decision, by the Trustees, to delete rules 4(1) and 4(2) (see below) in 2012 was in breach of: the 1975 agreement between the then trustees, the NUM and the members; the 1976 supplemental deed; custom and practice; and the expectation he had been given in 1972.
- Reference in the 2012 actuarial valuation to the capping of pensions increase at 2.5% in any year at the request of the NUM indicates that the NUM is fettering the Trustees’ independence. This is contrary to legal advice, obtained in 2011, to the effect that the NUM cannot interfere in the exercise of the Trustees’ sole discretionary power to grant pensions increase for pensions accrued before April 1997.

20. In addition, Mr Scargill makes the following submissions:-

- The 1946 trust deed provided for the Scheme to be funded by contributions made by the union which “shall be those specified in the Trust Deed”. When the trustees informed the union that funds were required in order to pay pensions and pension increases for all pensioners and widows, the union would pay the amount specified by the trustees. Under the terms of the 1946 trust deed, pensions were increased periodically to take account of increases in the cost of living.
- The pension increases were a contractual obligation. This is evidenced by the minutes of the Joint Working Party meeting of 6 May 1975. Minute 16 stated,
- “At the present time pensions in payment are adjusted periodically to take account of increases in the cost of living, the cost of which is met direct from the Union’s general fund.”
- Paragraph 20 stated,
- “Inflation-proofing ... is already met from the Union’s general fund”
- Further evidence that this was a contractual arrangement is contained in the supplemental deed dated 12 February 1976 and an undated actuary’s report. The actuary’s report describes the contributions payable by participating employers as being those required to enable the benefits of the Scheme to be maintained.

- The 1976 deed is supplemental to the 1946 deed. No alteration or modification can be made which has the effect of reducing the aggregate value of any member's retirement benefits without their consent. This is evidenced by the agreement sought by the trustees in 1975 and the need for a modification order.
- The individual members accepted the offer from the trustees. This was confirmed by the Occupational Pensions Board. This is a legally binding contract. The consequence of this contract was that the trustees of the 1946 pension scheme were required to resign and new ones were appointed.
- The 1976 supplemental deed stated,

"The Trustees with the written consent of the Union and of all the Contributors (as defined in the Trust Deed) have determined that the provisions of the Trust Deed shall be altered or modified as more particularly set out below and so as to give effect to the provisions of the explanatory literature annexed hereto which for the purposes of identification has been signed on behalf of the Union and the Trustees (hereinafter called "the Explanatory Literature") which expression shall for the purposes of this Deed include any variation thereof which may from time to time be made in accordance with any further announcements which may be issued by the Union and the Trustees to persons who have become or are eligible to become Contributors of the Scheme to the intent (inter alia) that with effect from the 1<sup>st</sup> day of January 1976;

- (i) approval of the Scheme as an exempt approved scheme under Chapter II of Part II of the Finance Act 1970 as amended should be sought, and
- (ii) the benefits payable under the Scheme shall include benefits more particularly set forth in the Explanatory Literature" [his emphasis]

This wording makes it clear that a contractual agreement was signed between the Trustees and the contributory members in 1975. The members signed a legally binding contract which entitled them to have their pensions "inflation proof[ed] by means of annual Cost-of-Living increases subject only to continued availability of funds".

- The August 1976 edition of the Scheme booklet (on page 11) interprets the 1975 contract and the 1976 supplemental deed correctly. The wording reflects the definition of inflation proofing in the Cambridge Business English Dictionary. It means a risk-free inflation-proof pension. This was the interpretation intended by the parties of the 1975 modification order.
- The trust deed and rules dated 9 March 2000 did not replace or supersede the 1975 contractual agreement, the 1976 modification order, the 1976 supplemental deed or the 1981 supplemental definitive deed. The 1981 deed stated no alteration or modification shall be made which, in the opinion of the Scheme's actuary, shall operate to reduce

the aggregate value of the retirement benefits payable. The 2000 deed is supplemental to previous deeds and cannot reduce agreed benefits without the consent of the members affected.

- The changes introduced in 2012 are in breach of sections 67 and 68 of the Pensions Act 1995 and the 1976 supplemental deed.
- If the trustees of the British Steel Corporation Pension Scheme are unable to amend the rules relating to annual RPI increases without legislation, the Trustees are not able to amend the contract adopted in 1975/6 which guaranteed annual inflation proofing pension increases in line with the increase in RPI.
- In 2014, the Trustees were aware that there were adequate funds to pay a 3.2% discretionary pension increase to pre-5 April 1997 pensioners, widows and beneficiaries. He cites minute 13 from the Trustees' meeting of 29 April 2014.
- The trustees in post in 2006 were unaware of the 1975 documentation and the contract individually accepted in writing by all the contributing members. This is supported by a statement, dated 14 October 2014, from the Scheme secretary appointed in 1976 (**Mr J**). Mr J has confirmed that all the letters were held in his office. None of the 2006 trustees had ever seen the previous trust deeds or correspondence. None of the individual members had been permitted to see the minutes from trustees' meetings or any of the letters signed in 1975.
- He does not accept the fact that the Trustees have made an allowance for future discretionary increases in the 2012 funding statement and/or actuarial valuation does not mean they are obliged to increase pre-1997 pensions by the annual increase in the RPI. The 2012 funding statement shows the Scheme's assets were sufficient to cover the amount required to provide discretionary increases in line with inflation. Such an increase had been recommended by the Scheme's actuary.
- He has been able to show that there was an established custom and practice for awarding discretionary pensions increases.
- The Trustees' decision is irrational, perverse and unlawful. He cites *IBM United Kingdom Pensions Trust Ltd v IBM United Kingdom Holdings Trust Ltd and others* [2012] EWHC 3540 (Ch). The Trustees' action has seriously damaged, if not destroyed, the relationship between them and the pensioners, widows and beneficiaries.
- All employees of the NUM had an employment contract which included a clause providing for membership of the Scheme.
- With regard to substantiating what he was told in 1972, he refers to the letter sent out in 1975 by Mr J on behalf of the then trustees. This confirms what he was told, by Mr J, in 1972.

**The Trustees' submission**

21. The Trustees' submission is summarised below:

- They are not under a duty to grant annual increases to all pensions in line with the annual increase in the RPI.
- They have complied with the Scheme's governing documents and relevant legislation in exercising their discretion to decide whether to award an increase to pre-1997 pensions and by what amount.
- They have no way of knowing what was said by Mr J over forty years ago. In any event, he was not a trustee and did not have authority to bind the then trustees. Mr Scargill would also have been provided with explanatory literature which should have raised doubts in his mind; he did not raise any concerns at the time.
- The fact that the NEC noted and approved the Working Party's report, recommending amendment of the Scheme rules to provide for inflation proofing, cannot be interpreted as granting a right to receive pension increases in line with RPI. This was an internal document and would not have been seen by members at the time.
- The fact that members gave their written agreement to an amendment did not have the effect of establishing a contractual relationship.
- The 1976 deed did not impose a duty to provide RPI matching indexation for all pensions in payment. The Working Party had recommended payment of pensions increases from the Scheme rather than the NUM. The changes introduced by the 1976 deed were for practical purposes rather than to introduce a fundamental change to the way in which increases were calculated.
- The OPB instructed the then trustees to obtain the written agreement of the members to the proposed changes. Members were provided with the Explanatory Literature for this purpose.
- They accept that it is possible for an extrinsic contract to be entered into and to bind the parties. However, in the event that the Explanatory Literature did impose a contractual obligation on the Trustees and the NUM, it cannot be interpreted as compelling them to grant pensions increases in line with the annual increase in RPI.
- The phrases "cost of living increases" and "pensions to be reviewed in light of increases in inflation" do not amount to an obligation to increase all pensions in payment in line with the annual increase in RPI.
- They acted within their duties and the relevant legislation when executing the 2012 deed.
- Granting different increases to pre-1997 and post-1997 pensions is not unlawfully discriminatory.

- They are not in breach of rule 4, schedule F to the 2000 Scheme rules in implementing a policy of discussing any intention to award a discretionary increase above 2.5% with the NUM. They are clear and certain that any decision to grant discretionary increases in respect of pre-1997 pensions in payment is theirs. They are also clear that they should not award increases unless the NUM is in a position to support them financially.
- The statement on page 11 of the 1976 booklet does not confer a right to receive pensions increases; not least because of the “health warning” on page 2 of the booklet.
- They are entitled to calculate increases to pensions in payment relating to pre-1997 service at their absolute discretion.

## **Adjudicator’s Opinion**

22. Mr Scargill’s complaint was considered by one of our Adjudicators who concluded that no further action was required by the NUM or the Trustees. The Adjudicator’s findings are summarised briefly below:-

- The starting point for determining any dispute relating to the provisions of a pension scheme must be the governing documents.
- The Scheme is currently governed by the 2000 trust deed and rules; as amended by the 2012 deed. There is no requirement, under the 2000 deed, for a pre-1997 pension to be increased annually by reference to the percentage increase in the RPI. Nor is there any statutory requirement that pension in excess of the GMP relating to pre-1997 pensionable service be increased.
- The amendment proposed in 1975 did not amount to a requirement for the pension to be increased annually in line with the percentage increase in the RPI. It was a provision for the pension to be reviewed in the light of rises in the “cost of living”. Further, any increases were subject to the continued availability of funds and were to be paid under the trustees’ discretionary powers.
- For an extrinsic contract to exist, the essential elements of a contract must be found; offer, acceptance, consideration, the intention to create legal relations, and certainty of terms.
- It could be said that the 1975 document met the requirements of an offer. However, even if this were the case, the terms of the 1975 document did not amount to a requirement for the pre-1997 pensions to be increased annually in line with the increase in the RPI.
- In 2006, the 2000 deed correctly reflected the 1975 “agreement”; inasmuch as it provided for the review of pensions in payment and for increases to be paid at the trustees’ discretion.

- The fact that the Trustees had made provision for future discretionary increases in funding statements and/or actuarial valuations did not mean they were obliged to pay annual increases in line with the increase in the RPI on pre-1997 pensions.
  - The fact that such increases had been paid in the majority of years since 1976 did not mean that there was now an implied term in the Scheme rules by the operation of 'custom and practice'. In all the literature made available for the members over the years, increases for pre-1997 pensions in excess of the GMP had been described as discretionary.
  - It would not be safe to determine what had been said in 1972 on the basis of an individual's recollection after such an elapse of time.
  - In 2014, the Trustees had exercised their discretion to award an increase of 2.5%. This was in accordance with the Scheme rules.
23. Mr Scargill did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mr Scargill provided his further comments which do not change the outcome. I agree with the Adjudicator's Opinion, summarised above, and I will therefore only respond to the key points made by Mr Scargill for completeness.

### **Ombudsman's decision**

24. Mr Scargill's claim is largely based upon his view that, in 1975, the Scheme members were made an offer by the then trustees, which they accepted. He believes that, as a result, a contract was formed which now binds the Trustees to paying annual increases on pre-1997 pensions in line with the increase in the RPI. The Adjudicator agreed that it might be possible to view the 1975 document, outlining the proposed amendments to the Scheme rules, as an offer. However, the Adjudicator did not consider the terms of the 1975 document amounted to an obligation for the Trustees to pay annual increases on pre-1997 pensions in line with the increase in the RPI. If that were the case, Mr Scargill's claim would fail regardless of whether or not a contract had been formed.
25. The 1975 document stated,
- "Inflation proofing by means of an annual Cost-of-Living increase to Pensions in payment. Pensions will continue to be reviewed yearly in light of rises in the Cost-of-Living. Subject to continued availability of funds. Such increase to be paid from the funds under the Trustees' discretionary powers."
26. This is a proposal to review pensions in payment in the light of rises in the cost of living; it is not a commitment to increase pensions in payment in the light of rises in the cost of living. Any increases are said to be subject to the availability of funds (thereby envisaging years when increases might not be paid) and paid under the Trustees' discretionary powers. I do not find that the terms of the 1975 document sent

to members contained any obligation and/or commitment to increase pensions annually in line with the annual increase in the RPI.

27. On that basis, even if it was possible to argue that a contract had been formed, it does not help Mr Scargill's case. I note he has only argued for there to have been an offer which the members accepted. It is, of course, the case that all the elements of contract formation must be present. I need not determine the point but it seems to me unlikely that all the elements were present. In particular, I doubt whether it could be found that the members had given any consideration. Contract law is based on the notion of reciprocity; that is, a promisee cannot enforce a promise unless he has given or promised something in exchange for it. The legal term for that "something" is consideration.
28. The trust deed dated 9 March 2000 was indeed supplemental to the earlier deeds, including the 1976 and 1981 deeds. However, it specifically provided for the replacement of the existing rules with those scheduled to it; with the caveat that "no pension or other relevant benefit in payment or contingently payable on the death of any person under the provisions of the Scheme immediately before the date of this Trust Deed, nor any previous exercises of a discretion or power by any Employer or by the Trustees under the clauses, rules or provisions of the Definitive Deed (as amended prior to the date of this Trust Deed) shall be reduced or invalidated". The relevant rules for determining Mr Scargill's claim are those set out in Part 1 of the rules attached to the 2000 deed.
29. There was no reduction to the value of any pension in payment by the introduction of the 2000 rules because there had never been any entitlement to annual increases to pre-1997 pensions; these had always been and continued to be discretionary.
30. I note Mr Scargill's various references to earlier trust deeds and to external documents, such the minutes of trustees' meetings, funding statements, and actuarial valuations. None of these may overturn the provisions of the Scheme rules. This applies equally to anything which was said to Mr Scargill in 1972. At most, he might be able to argue that the provisions of the Scheme were misrepresented to him at the time. However, the evidence does not suggest that Mr Scargill took any action which he would not otherwise have done in reliance on whatever was said in 1972. I am not persuaded that documents written some three years later should be taken as evidence of what was said in conversation between Mr Scargill and Mr J.
31. Rule 4(1) provides for pensions in excess of the GMP payable in respect of pre-1997 pensionable service to be increased "as and when deemed appropriate by the Trustees **by an amount at their discretion**" (my emphasis). There is no other way of interpreting this other than as a discretion to be exercised by the Trustees. Mr Scargill does not have a right to have his pre-1997 pension increased annually by the increase in RPI. He, himself, refers to the increases being discretionary throughout his correspondence. That discretion cannot be fettered by the Trustees' making provision for possible future increases in the Scheme's funding.

32. I note Mr Scargill's comments concerning the Scheme actuary's advice to the Trustees in relation to the 2014 increase. He points out that the actuary was of the view that there were adequate funds to pay a 3.2% increase. This is essentially a different complaint and one which should be raised with the Trustees in the first instance. Mr Scargill has been arguing, up to now, that the Trustees are obliged to pay increases in line with the annual increase in the RPI on all of his pension. His reference to the actuary's advice relates to the way in which the Trustees have exercised their discretion. I have not, therefore, considered this point further.
33. Finally, I would like to reassure Mr Scargill that in reaching my determination I have read all the documentation and the points raised by Mr Scargill and the Trustees; there was no discussion between myself and the Adjudicator prior to the matter being passed to me to determine.
34. I do not uphold Mr Scargill's complaint.

**Anthony Arter**

Pensions Ombudsman  
21 September 2016