

TECHNICAL QUERY LOG

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ABATEMENT

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
29/03/2019	2015 with transitional 2006 benefits. Abatement	Does abatement apply on re-employment where a member is in receipt of an ill-health pension paid under the 2015 scheme with transitional 2006 benefits	Closed	01/04/2019	<p>Under the terms of the 2015 scheme, an ill-health pension is paid under the 2015 scheme rules, this is known as 'one-pot'¹. The regulations direct a payment made known as 'equivalent amount', which is the amount that would have been payable under the 1992 or 2006 scheme. At normal pension age² of the 1992 or 2006 scheme the equivalent amount becomes a continued pension payable under the 1992 or 2006 scheme</p> <p>Under the 2015 regulations there is no requirement to abate, however in the case of an ill-health pension once the equivalent amount becomes a continued pension payable under the 1992 or 2006 scheme it becomes liable for abatement upon employment with any FRA.</p>
29/03/2019	2015 scheme member with APBs payable under 2006 scheme.	Does abatement apply to any additional pension benefit (APB) ³ payable under FPS 1992 or FPS 2006 where the ill-health pension is paid from the 2015 scheme	Escalated	01/04/2019	APBs payable under the 1992 or 2006 scheme for an ill-health pension would be liable for abatement.

¹ Slide 10 '[Quick Guide Ill-health and Injury Scheme Rules](#)'

² NPA for a 1992 member is attainment of 30 years's service or age 55, for a 2006 member is 60

³ APB Factsheet - <http://www.fpsregs.org/images/admin/APBv1.pdf>

	Abatement				<p>This is because there is no direction from the 2015 scheme under [65(4b)] to pay APB benefits in the 'equivalent amount'.</p> <p>This has been discussed by the technical group (see 16.02.16 9e and the actions summary). Home Office have previously advised they are content for the regulations to remain unamended.</p> <p>This query will be discussed by the technical group at their next meeting.</p> <p>The technical group agreed for the query to be escalated to SAB.</p>
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ADDED YEARS/ PENSION

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
25/03/2019	1992	A member of the FPS 1992 elected to purchase increased benefits ("added years"), contributions for which were due to cease at age 55, but the member has now retired (under normal circumstances) at age 54 and 7 months (having over 25 years service). This means the original amount of service being purchased has to be: 1) apportioned, based on period paid for as a fraction of total period due to be paid for	Escalated		<p>I agree that the regulations are not clear on how to treat the added years pension and that there is no guidance or circulars that can be found.</p> <p>The query has been escalated to the Home Office.</p>

		<p>2) and, according to FPS92 reg G8(6), reduced by actuarial valuation.</p> <p>Is the requirement to reduce by actuarial valuation still in operation, and if so what are the reductions? There appears to be no GAD guidance on this area so does it require individual submissions for each case to GAD for appropriate factors?</p>			
12/06/2019	1992 Active member (Taper Protected)	<p>Member is currently taper protected and in the 1992 scheme.</p> <p>Under the 1992 scheme rules the member would NOT be eligible for purchasing added 60ths as they reach 30 years' service before normal retirement age.</p> <p>However the member now tapers into the 2015 scheme before reaching 30 years' service</p> <p>Does the fact that the member can no longer achieve 30 years' service in the 1992 scheme now make them eligible for added 60ths?</p>	Closed	17/06/2019	No, added 60ths are purchased under the terms of the 1992 scheme only. The scheme rules have not been amended to reflect the 2015 scheme

ADMINISTRATION

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
07/08/2018	N/A	Is there a list of providers of Third Party Administration services for the Firefighters' Pension Scheme?	Closed	07/08/2018	The current shareable list of Fire pension administrators is available here

APBs

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
07/11/2018	1992	<p>A member was temporary promoted prior to the amendment of the regulations which were backdated from 01 July 2013; therefore this element of temporary promotion was protected so to speak. However, the member in question was then temporary promoted to a higher rank with no break in service and this was substantiated a few months later.</p> <p>Should the elements of the "temporary promotion period" be treated as an APB prior to the post being made substantive?</p>	Closed	12/02/2019	<p>I would be inclined to suggest that it shouldn't count as an APB as it is still part of the same TP that started before July 2013, but like you can't find anything to substantiate that in the regulations. I have asked the Home Office if they would be able to comment. Otherwise, we can consider asking the legal adviser of the scheme advisory board.</p> <p>11/02/2019 - Received informal view from Home Office. It is their view that the change to the temporary promotion represents a second TP and is therefore pensionable as an APB. However as always that is an informal view and the devil is in the detail about the circumstances of the TP. It is not for the</p>

					<p>Home Office or LGA to review details of contracts / promotions etc to consider whether the promotion changed the contractual terms of the first TP, but it is the general opinion that this would be counted as a second TP and therefore qualify for an APB.</p> <p>The technical group agreed with this view at their meeting on 12/02/2019, albeit it is caveated that the fine detail may depend on the contractual arrangements of the TP.</p>
03/06/2019	FPS 1992 Entitlement to APB	<p>Is a person who is entitled to immediate pension benefits under Rule B1 of FPS 1992 also entitled to immediate payment of APBs under rule B5D(2), if the reason for leaving is dismissal?</p> <p>(2) Where the firefighter resigns or is dismissed or makes an election under rule G3, additional pension benefit is payable at normal benefit age(2); and paragraphs (4) and (5) of rule B5 (deferred pension) shall apply in relation to that benefit as if it were a deferred pension to which he was entitled under that rule.</p>	Closed	08/07/2019	<p>B5D(2) is intended to cover any scenario where the member leaves service <u>without</u> immediate entitlement to benefits. Therefore if there is an immediate entitlement, i.e. age 50 with >25 years, B5D(1) would apply, regardless of the reason for the ordinary pension coming into payment.</p> <p>The commentary also does not make any distinction for leaving on the grounds of dismissal</p> <p>https://webarchive.nationalarchives.gov.uk/20120920004737/http://www.communities.gov.uk/documents/fire/pdf/919171</p>

COMMUTATION

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
17/05/2019	FPS 1992	<p>Can a firefighter give a notice of commutation under FPS 1992 Rule B7 after his pension has come into payment?</p> <p>Rule B7 sub-paragraph 7 states that “In order to commute a portion of a pension a person must, not earlier than 4 months before his intended retirement nor later than the day before the pension comes into payment, give the Fire and Rescue Authority written notice specifying the portion.”</p> <p>However, sub-paragraph 9(b) states “within three months of the date of his retirement, pay him the lump sum; but where payment of the pension had commenced before commutation, that sum shall be reduced by the difference between the aggregate payments made in respect of the pension and the aggregate payments that would have been made in respect of it if it had been reduced from the date of retirement”.</p> <p>This paragraph appears to allow a member to give notice of commutation after the pension has come into</p>	Closed	20/05/2019	<p>I agree that although the wording of paragraph 9b appears to be quite clumsy, I don't think it can be read as suggesting that a member can elect to receive a lump sum after payment of their pension has commenced, rather that the paragraph was amended to reflect the tax changes of A-day.</p> <p>The explanatory memorandum for SI 2006/1810 which amended paragraph 9b, doesn't expressly refer to rule B7, however paragraph 7.9 refers to amendments made across the scheme to avoid payments being unauthorised payments. However this change was commented on in FPSC 9/2006.</p>

		<p>payment and therefore contradicts sub-paragraph 7</p> <p>We believe that as the members pension has come into payment a further second notice of commutation cannot be accepted, therefore we propose to reject the dispute on the basis that the original commutation cannot be replaced.</p>			
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COMPENSATION SCHEME

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
03/09/2018	Compensation Scheme	Is a spouses pension paid on the ill-health pension paid under Part 8, rule 2 for retained firefighters?	Closed	03/09/2018	<p>No spouse's pension is payable on the non-taxable ill-health pension paid under Part 8, rule 2 unless the fire-fighter died from the effects of the qualifying injury they retired with.</p> <p>Part 8, rule 2 of the FCS 2006 confirms the rules on paying an award to a retained firefighter prior to 1st April 2014. Para 4 gives the retained firefighter an entitlement to a pension calculated on the ill-health rules of the pension scheme. Para 5 confirms that a spouses pension paid under para 6 is only payable where the member dies from the effects of a qualifying injury or infirmity of mind and body occasioned by a qualifying injury.</p>

10/09/2018	Compensation Scheme	Has there been a guide published for the Compensation Scheme for members or optants-out of the 2015 Scheme	Closed	13/09/2018	<p>No there have been no guides published, other than those already in existence - http://www.fpsregs.org/index.php/member-area/scheme-guides (you will need your password to login)</p> <p>However, the quick guide is a useful summary of scheme rules - http://www.fpsregs.org/images/admin/illhealth.pdf, published in bulletin 4.</p> <p>The compensation scheme applies equally across the 1992, 2006 & 2015 scheme, the benefits are based on service not which scheme somebody is in.</p>
27/02/2019	Compensation Scheme	<p>What service is used to calculate the injury pension where the person has received enhanced service under a ill-health pension.</p> <p>Reckonable service was 13 yrs 54 days, however the enhanced serviced on ill-health was 20 yrs 54 days</p>	Closed	28/03/2019	<p>Under Schedule 1, Part 1, article 1A, paragraph 2 relevant service is defined as being calculated in accordance with the pension scheme they would have been eligible of</p> <p><i>(2) In the event that an award is payable to a person who is not an active member of the 2015 Scheme, or has elected not to make pension contributions under the New Firefighters' Pension Scheme or the Firefighters' Pension Scheme, when calculating an award payable under this scheme, the person's 'relevant service' is determined according to the pension scheme the person would have been eligible to be a member of when they sustained the qualifying injury.</i></p> <p>Pensionable service is defined under Part F of the FPS 2007 scheme</p>

					Therefore the service you should use to calculate the injury pension and gratuity is the reckonable service, in this case 13 years.
27/02/2019	Compensation Scheme Retained Firefighter	Previously been awarded an ill-health pension as a protected retained firefighter. Now claiming an after appearing injury award, how should the injury award be calculated.	Closed	28/03/2019	The original ill-health pension was awarded in 2005. Entitlement to an ill-health benefit for a retained firefighter pre 2006 only occurs if the infirmity was occasioned by a qualifying injury, so you couldn't have an ill-health pension awarded without the injury pension
29/05/2019	Compensation Scheme Retained Firefighter	A retained firefighter was referred to IQMP. The IQMP has determined that the disability is not permanent; therefore, we assume no ill health benefits are payable. However, the IQMP also stated that the injury was not attributed to the Firefighters own default in a medical context. In such a scenario, and where an index event has been identified, is it possible that a firefighter can have an award in the Compensation Scheme without receiving Ill Health retirement benefits	Closed	30/05/2019	<p>Eligibility to an award from the compensation scheme⁴ is as per Part 2, Rule 1</p> <p>This states eligibility is based on permanent disablement <u>and</u> a qualifying injury</p> <p>1.—(1) This rule applies to a firefighter who has retired and is <u>permanently disabled if the infirmity was occasioned by a qualifying injury.</u></p> <p>Part 1, rule 8, paragraphs 2 & 3 confirms that permanent disablement in this context means that the person can no longer perform the duties of the role and this will continue to normal pension age</p> <p>2) In determining whether a disablement is permanent, a fire and rescue authority shall have</p>

⁴ English Regulations - <http://www.fpsregs.org/index.php/regulations/firefighters-compensation-scheme>

					<p>regard to whether the disablement will continue until the person's normal pension age</p> <p>(3) Subject to paragraph (4), disablement means incapacity, occasioned by infirmity of mind or body, <u>for the performance of duty</u>, except that, in relation to a child, it means incapacity, so occasioned, to earn a living.</p> <p>Therefore if the IQMP has stated in the context of permanency that the person is not permanently disabled from the performance of duty they do not qualify for an injury pension.</p> <p>FRAs have a duty to 'not act blindly' on receipt of an IQMP opinion. We reported in bulletin 13 and 14 on the responsibility of the decision maker (the authority) to not act blindly in accepting a medical opinion, and should ensure the IQMP reaches their opinion in a proper manner. Various case law was cited in the bulletins.</p> <p>Therefore to ensure the IQMP has reached their decision in a proper manner you should ensure they have been given the correct forms to complete, and ask the IQMP to state any reasons given if they feel the member would not be permanently incapable from the performance of duty.</p>
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27/06/2019	Compensation Scheme	Review of Injury Award and Re-assessment. A firefighter has requested a re-assessment of an injury award which has been in payment since 1991. Should this be reviewed	Closed	11/07/2019	<p>Part 9 of the compensation scheme rule 1 allows for the authority to review the injury pension at intervals as appropriate and gives discretion for the authority to cease reviews after 5 years in payment.</p> <p>Slide 24 of the ill-health and injury guide refers.</p> <p>Page 7 of medical certificate A for the original assessment of the injury asks for the IQMP to give a suggested date of review, medical certificate C should be used for the review, please contact Bluelight.pensions@local.gov.uk for certificates.</p>
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CONTRIBUTION BANDING

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
30/01/2019	2015 Scheme / Retained Firefighter	<p>Regulation 110 says</p> <p>(3) The amount of pensionable pay of a retained or volunteer firefighter for the purpose of the first column of the table must be that firefighter's reference pay.</p> <p>(4) The amount of pensionable pay of a part-time regular firefighter for the purpose of the first column of the table must be the amount of pensionable pay of a whole-time regular firefighter of equivalent role and length of service.</p>	Closed	30/01/2019	<p>We agree the guide is incorrect and this will be updated.</p> <p>While LGA did not endorse the member guides, as they were circulated in early 2015 they are published here for reference.</p>

		However the 2015 member guide states; “The pensionable pay shown in Column 1, in the case of part-time regular firefighters and retained and volunteer firefighters would be that of a whole-time regular firefighter of equivalent role and length of service. “			
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CONTRIBUTIONS DURING ABSENCE

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
21/11/2018	2015 Scheme	<p>A member was granted a Career break in the Firefighter Pension Scheme (Wales) 2015 and has now subsequently resigned.</p> <p>Could you please advise if the member is still able to buyback the “lost pension” for the duration of his Career Break up until the point of resignation, even though they are no longer an active member?</p>	Closed	28/11/2018	<p>In the scheme rules a career break would come under the umbrella ‘authorised unpaid absence’. The relevant rules that deal with contributions during absence from work are 120⁵ (paragraphs 4&5) & 123⁶ (paragraph 3). Neither rule makes a specific reference to returning to work or still being an active member at the time of making an election to repay contributions.</p> <p>However, I would draw your attention to the following points;</p> <ul style="list-style-type: none"> Under paragraph 4 of rule 120, where a member has been on ‘authorised unpaid absence’ the employer must make a scheme decision on whether the member is required to pay the employer contributions. We have previously suggested that there should be a policy on the scheme discretion in this case <p><i>(4) If an active member is away from work during a period of authorised unpaid absence, the member may elect to pay contributions at the contribution rate ascertained in accordance with regulation 119 (member contributions) multiplied by</i></p>

⁵ English Regulation - <http://www.legislation.gov.uk/uksi/2014/2848/regulation/111/made>

⁶ English Regulation - <http://www.legislation.gov.uk/uksi/2014/2848/regulation/114/made>

					<p><i>the assumed pensionable pay that member is treated as receiving and, if required by the scheme employer, must pay the amount of employer contributions which the scheme employer would otherwise be required to pay by regulation 126(3) (employer contributions).</i></p> <ul style="list-style-type: none"> • There is perhaps a catch 22 in the wording paragraph 5, which suggests that the contribution should be made within 6 months of the authorised unpaid leave starting. This might be relevant depending on the start date of the career break <i>(5) Where paragraph (2), (3) or (4) applies, the contributions must be paid before the end of the period of six months starting with the date on which the member is treated as receiving assumed pensionable pay.</i> • Finally, the regulation that deals with the actual repayment reg 123, paragraph 3, says that the payment can be made by lump sum or periodical contributions. Clearly a non-active member would only have the option to pay by lump sum. <i>(3) Contributions which the member has elected to pay, or is required to pay, under regulations 120 (contributions during absence from work due to illness, injury, trade dispute or authorised absence) and 122 (contributions during child-related leave) may be paid by a lump sum or by deduction from instalments of pensionable</i>
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				<p><i>pay as agreed between the scheme manager and the member.</i></p> <p>I am unable to provide a definitive reply and it remains the responsibility of the scheme to obtain legal advice if there is doubt over the interpretations of the scheme rules.</p> <p>You can if you wish escalate the query to the technical group for consensus, the technical group may escalate to the scheme advisory board to request legal advice if they feel they cannot provide guidance.</p> <p>Please confirm whether you would like this escalated to the next technical group to be held on 12 February 2018</p> <p>Update 12/02/2019</p> <p>The technical group agreed that although there is no specific reference in the rules to returning to work or still being an active member at the time of making an election to repay contributions, they would allow a repayment to be made within 6 months of returning to work / leaving</p>
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DEATH BENEFITS

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
20/06/2018	2006 (transitional)	Is there any provision in the 2006 / 2015 regulations which prevents a DIS death grant payable under both the 2006 scheme and 2015 scheme, or a transitional provision which requires the death grant payable under the 2006 scheme to be offset from the death grant payable under the 2015 scheme (as in the 1992 scheme)?	Closed	26/10/2018	<p>The policy intention is that any active transitional members of the 2015 Scheme member will, on death, be entitled to one death grant made in accordance with the 2015 scheme regulations. There would not be any lump sum death grant payable under the 1992 or 2006 Schemes.</p> <p>Part 2, Para 1B of Schedule 2 of the transitional regs taken with 1C account for the transition from a 'firefighter member' to a 'connected member'.</p> <p>Part 5, Para 1 of the 2006 regs states that the death grant is payable to a person serving as a 'firefighter member', which they would not be at the point of death, rather they are a 'connected member'. Payment of a duplicated award is therefore prevented, as effectively the member would not be a serving firefighter member of the 2006 scheme.</p>

DEFERRED BENEFITS

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
29/08/2018	Transition members	Does a transitional deferred member have to take both parts of their pension at the same time?	Closed	29/08/2018	<p>No, there is no requirement to take both final salary benefit and CARE benefit together.</p> <p>A member can make individual decisions on their final salary benefit on when to take the benefit and whether to commute. The scheme rules on normal pension age apply to each type of benefit.</p> <p>The earliest a deferred pension can be taken in the 1992 or as a special member of the 2006 scheme is age 60.</p> <p>The earliest a deferred pension can be taken in the 2006 scheme is age 55 (with 2006 early retirement factors) or age 65 with no deductions.</p> <p>The earliest a deferred pension can be taken in the 2015 scheme is age 55 (with deferred early retirement factors [para 2.6]) or age 65 with no deductions.</p> <p>So a deferred 1992 transitional member could take early payment of their 2015 pension from age 55 and take their 1992 pension from age 60.</p>
19/02/2019	1992/2015 (transitional)	Where a firefighter with transitional 1992 benefits in the 2015 scheme has retired before the age of 55, what is the status of the 2015 deferred pension?	Closed	26/03/2019	<p>Agreed the regulations do not appear to provide guidance on this scenario. Have escalated to Home Office for consideration.</p> <p>The following informal view has been received from the Home Office. While it is</p>

		<p>1. Does it retain a link to the retired employment (and if so what regulation supports that?)</p> <p>Or</p> <p>2.Does it stand alone as a 2015 deferred pension, if so would you agree that it could</p> <ul style="list-style-type: none"> • be linked [under regulation 49] to the new 2015 pension under the retained employment • be transferred out under regulation 133 <p>Relevant History Firefighter with transitional 1992 benefits in the 2015 scheme is retiring in August At retirement he will be aged under 55 The benefits he will be awarded are a 1992 pension into payment and he will defer his 2015 pension He is then being employed as a retained firefighter and will join the 2015 scheme (after appropriate break)</p>		<p>only an informal view, noting the caveat, I would agree that the regulations support this view.</p> <p>“My view is that the f-f has “used-up” his final salary link on his initial retirement by crystallising his benefits He can no longer take advantage of it because he is no longer a transition member for practical purposes – ie although he once qualified under Schedule 2 Part 1, he no longer does so because he does not qualify as “a member of the 1992 Scheme or the NFPS by virtue of his or her pensionable service under that scheme”. In the context this clearly means “active member”.</p> <p>However, on return to employment the deferred 2015 pension account should be reopened so that it can be put back into use for his new period of employment, as provided for by regulation 49.</p> <p>The fact that the f-f will be returning in a retained role does not in itself add to our answer, as in the 2015 scheme full-timers and retained f-frs are treated the same. If he were eventually to move to another profession, he should be able to transfer his CARE benefits, since they are being treated separately from 1992 benefits.</p> <p>Please note that it is the responsibility of each FRA to apply the rules of the pension scheme in accordance with their</p>
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					interpretation of the scheme and to obtain legal advice where they consider this is necessary. The Department can only give an informal view on the interpretation of the firefighters' pension scheme as only a Court can provide a definitive interpretation of legislation.”
28/02/2019	1992 (protected)	Can a fully protected member of the FPS 1992 who has completed 30 years' service, elect to defer their FPS 1992 pension and join the FPS 2015. Then at retirement at age 60 they could collect both an active pension from FPS 2015 and a deferred pension under FPS 1992.	Closed	01/05/2019	No this option is not available. The member would still qualify as a protected member under rule 9 of schedule 2. If they did opt to defer their FPS 1992 and rejoin the pension scheme, the appropriate scheme to enrol them in would be FPS 2006. The only way to break the protection would be to have a gap of more than five years.
13/05/2019	All schemes	I am trying to establish whether a breach has occurred as it would appear that no ABS' have been sent out for deferred members. I have tried to look for the relevant legislation that covers annual benefit statements for deferred members. I can find it for the active members, but not for deferred. Are you able to point me in the right direction to find where the requirement is that an annual benefit statement for a deferred member is sent as a statutory requirement?	Closed	13/05/2019	Under the regulations, there is a statutory requirement for deferred members of the FPS2006 and the FPS2015 to be sent a deferred benefit statement (DBS). No such provision exists in the FPS1992, however, it is considered good practice to provide one under disclosure of information. FPS2006 Annual benefit statements

					<p>4.—(1) An authority shall issue an annual benefit statement to each of their firefighter, deferred and pension credit members.</p> <p>FPS2015 Annual benefit information statements</p> <p>183.—(1) The scheme manager must provide an annual benefit information statement to each of its members who are not pensioner members in respect of the pension account for which the statement is to be provided.</p>
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ELIGIBILITY

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
31/07/2018	All	Under the definition of Firefighter for each of the 1992,2006 & 2015 scheme the person must be employed (a) by a fire and rescue authority as a firefighter (whether whole-time or part-time), other than as a retained or volunteer firefighter , and (b) on terms under which he is, or may be, required to engage in fire-fighting or, without a	Closed	28/08/2018	While the regulations do not define 'temporary' it is not considered that for the purposes of eligibility to the pension scheme a fixed term contract should be considered as being 'temporary' under this definition

		break in continuity of such employment, may be required to perform other duties appropriate to his role as a firefighter (whether instead of, or in addition to, engaging in firefighting) and whose employment is not temporary. Should a fixed term contract be considered as temporary?			
03/10/2018	1992	Is a member eligible to remain in the 1992 scheme while seconded to a community interest company? The member is required to maintain competencies for their substantive role while on secondment.	Closed	28/11/2018	<p>Membership of the 1992 scheme applies to 'regular firefighters' under rule A3 of the 1992 scheme, a 'regular firefighter' is determined under the rules of the scheme as being employed <i>"on terms under which he is, or may be, required to engage in firefighting or, without a break in continuity of such employment, may be required to <u>perform other duties appropriate to his role as a firefighter</u> (whether instead of, or in addition to, engaging in firefighting) and whose employment is not temporary."</i></p> <p>The ability to remain a member of the 1992 scheme whilst on secondment would depend on whether the secondment was appropriate to their role as a firefighter.</p> <p>The usual caveat however applies to confirm that reply does not constitute legal advice, LGA and my role as Firefighters Pension Adviser is there to help employers understand their role and duties under the regulations. Therefore I recommend that</p>

					you speak to Welsh Government and get legal advice, as there may be other employment law provisions within this arrangement.
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FINAL PAY

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
03/12/2018	2015 (NI)	<p>How should paragraph 1 & 2 of 'Meaning of Final Pay'⁷ be interpreted for a retained firefighter?</p> <p>Paragraph 2 refers to members whose continuous period of pensionable service is less than 365 days. Does this imply for a member who for a continuous period of 365 days, accrues less than 365 days of service, i.e. a retained firefighter or for a member who for their total continuous period of service from when the member actually joined the pension scheme has less than 365 days, i.e. a member who was only in membership of a scheme for less than 365 days.</p> <p>The proposed solution is that you would apply paragraph 1 and paragraph 2 does not apply unless the actual service</p>	Closed	03/12/2018	<p>Paragraph 1 should apply for a retained firefighter. This is for two reasons.</p> <p>Firstly the definition of 'continuous period of pensionable service' is defined under regulation 3 'interpretations' as being <i>"continuous period of pensionable service" in relation to this scheme, means a period of pensionable service under this scheme disregarding any gap in pensionable service not exceeding 5 years unless otherwise provided"</i></p> <p>I therefore interpret paragraph 2 to mean where the total pensionable service for calculation of pension is less than 365 days.</p> <p>Secondly pensionable pay⁸ is defined as being '<u>actual</u> pay received for the performance of duties'; not a FTE pay as per the final salary schemes</p>

⁷ Reg 93 in England and Scotland, 102 in Wales and 101 In Northern Ireland

⁸ Reg 17 for Scotland and England and Reg 26 for NI and Wales

		in the scheme has been less than 365 days			
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FPS 2006 SPECIAL MEMBERS

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
26/07/2018	2006 (Special)	Where is the latest version of the settlement calculator?	Closed	26/07/2018	The settlement calculator is available on the special 2006 member resources page - http://www.fpsregs.org/index.php/member-area/modified-2006-scheme-resources
03/09/2018	2006 (Special deferred)	Where an active member chose not to convert 2006 scheme membership, they were awarded a special deferred pension under Part 2, 1A, sub para 8 . Can they draw that pension from normal benefit age (60) under Part 3, para 3, sub para 2 of the 2006 regulations, despite continuing the same active employment the special deferred pension is awarded for?	To be considered by technical group at meeting on 17/09/2018		There is nothing under Part 3, para 3 (as amended) to indicate that a special deferred pensioner cannot take their pension from age 60. However it is not standard practice to pay a pension for an on-going employment, as referenced in the original query. The query was referred to the Home Office for comment. The initial informal opinion of HO is to agree there is nothing preventing retirement in this case. This will be passed to the technical group to comment on. Awaiting issue of technical group minutes.
19/09/2018	2006 (Special)	If a special firefighter protected member of FPS 2006 changes their employment contract without a break in services are they eligible to remain a special member? The change in contract requires that the employees	Open		

		continue with their retained duties but in addition they are contracted to work during the day where the normal hours of work would vary between a minimum of 21 and 42 hours per week.			
25/01/2019	2007 (NI) Special Member	Does the legislation permit a special member of the NFPS who elected to pay contributions by periodical contributions have the opportunity to pay the balance by lump sum while remaining an active firefighter?	Closed	25/01/2019	<p>No, a special member who elected to pay contributions periodically does not have the opportunity to pay the remaining balance by lump sum if they are still an active member.</p> <p>This is confirmed on slide 90 of the special members guide - http://www.fpsregs.org/images/admin/2006specialmembers.pdf</p> <p>And by Part 11, article 66A, paragraph 8 of the 2007 regulations⁹ - http://www.legislation.gov.uk/nisr/2015/9/schedule/paragraph/9/made</p> <p>(8) The mandatory special period pension contributions may be paid by periodic contributions which shall be calculated in accordance with tables provided by the Scheme Actuary so as to discharge his liability over a period of 10 years or may be paid by way of a lump sum contribution.</p> <p>The only way a member can pay the remaining contributions by lump sum, is to leave or retire, this is confirmed in paragraph 9 of the above regulations.</p>

⁹ English regulations, Part 11, Rule 6A - <http://www.legislation.gov.uk/uksi/2014/445/schedule/paragraph/10/made>

05/02/2019	2007 (NI) Special Member	<p>We have a special pension member. Who is currently off on long term sick leave from the Retained role. They elected to make monthly buyback payments over the 10 year period, however whilst on long term sick cannot afford to make these payments.</p> <p>It was always my understanding that once a member elected to buy-back service that they could not cease and recommence payments, does article 68¹⁰ apply?</p>	Closed	05/02/2019	<p>Either article 68 of Part 11¹¹ or article 58 of Part 10¹² could apply to this member and allow them to resume paying contributions once they return to work / financial position improves. If they do not pay the contribution the service is pro-rated.</p> <p>NISR 2015/09¹³, Part 11, paragraph 10 amends article 68 by the insertion of paragraph 4A to apply to ‘special pensionable service’</p> <p>4A) Where the firefighter member is a special member, in paragraph (4) “A” is the number of 45ths of additional special pensionable service which the special member elected to purchase</p> <p>Or</p> <p>Article 58 of Part 10 allows a member to reckon an unpaid period of absence within 6 months of returning by paying contributions was amended by NISR 2015/9¹⁴ to also apply to ‘special pensionable service’</p> <p>Special pensionable service¹⁵, is defined by the legislation is to be construed in accordance with articles 56A to 59 of part 10¹⁶, which includes</p> <p>‘any period during the limited period which he is entitled to reckon as special pensionable service under article 66A</p>
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¹⁰ English Equivalent: Part 11, Rule 8 - <http://www.legislation.gov.uk/uksi/2006/3432/schedule/1/part/11/chapter/2/paragraph/8/made>

¹¹ English Equivalent: Part 11, Rule 8 - <http://www.legislation.gov.uk/uksi/2006/3432/schedule/1/part/11/chapter/2/paragraph/8/made>

¹² English Equivalent: Part 10, Rule 4 - <http://www.legislation.gov.uk/uksi/2006/3432/schedule/1/part/10/paragraph/4/made>

¹³ English Equivalent SI 2014/445 - <http://www.legislation.gov.uk/uksi/2014/445/schedule/paragraph/10/made>

¹⁴ English Equivalent, Paragraph 6 of SI 2014/445 - <http://www.legislation.gov.uk/uksi/2014/445/schedule/paragraph/9/made>

¹⁵ English equivalent - <http://www.legislation.gov.uk/uksi/2014/445/schedule/paragraph/1/made>

¹⁶ English Equivalent - 2A to 5 of Part 10 <http://www.legislation.gov.uk/uksi/2014/445/schedule/paragraph/9/made>

					(election to purchase service during the limited period) of Part 11'
21/02/2019	2006 (special member)	The amendments to the 2006 scheme to introduce special members, do not appear to have amended paragraph 3 of Annex 1 to apply the special member accrual rate of 45ths to retained or volunteer firefighters	Will keep open until regulations amended	07/03/2019	<p>Referred to Home Office on 23/02/2019, as agree that the amendments to <u>annex 1</u> of the 2006 scheme as part of the 2014 amendments to introduce special members do not amend <u>paragraph 3</u> of the same annex to use an accrual rate of 45ths for calculating higher tier ill-health for retained special firefighter members.</p> <p>Home Office have confirmed that the intent of the regulations should be that an accrual rate of 45ths should be used when calculating the higher tier for retained special firefighter members.</p> <p>They agree that it does not appear that the regulations currently support this, and they will ask their legal colleagues to review with the intent of making amendments to the regulations to support this. In the meantime they agree that the calculation should be done on 45ths and there should be no change to software</p>
11/06/2019	2006 Special Member	How do you calculate a deferred pension for someone who elected to convert standard to special service and has chosen <u>NOT</u> to a) pay the remaining contributions by lump sum <u>or</u> b)continue paying periodical contributions as a deferred member if they choose to do so (see <u>slide 100</u>)	Closed	17/06/2019	<p>Service is pro-rated as per the formula given in Part 12, Rule 17, paragraph 8</p> <p>(8) Subject to paragraph (9), where rule 6A(3) (election to purchase service during the limited period) of Part 11 applies, and the member does not within the period specified in that paragraph pay a lump sum equivalent to the balance of the payment referred to in paragraph (5)(b), ascertained in accordance with tables provided by the Scheme Actuary, the period of service as a standard member converted to special</p>

					<p>pensionable service shall be treated as if it were the period ascertained in accordance with the formula—</p> $A \times (B / C)$ <p>where—</p> <p>A is the period of service as a standard member which he elected to convert,</p> <p>B is the period of that service in respect of which the payment referred to in paragraph (5)(b) has been paid, and</p> <p>C is the period of that service in respect of which the payment referred to in paragraph (5)(b) would have been paid in accordance with his election.</p> <p>For the avoidance of doubt, the only time the election to convert is treated as revoked is where the member remains an active member but stops making contributions after three months Part 12, 17, paragraphs 10 & 11</p> <p>See slide 102</p>
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ILL HEALTH RETIREMENT

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
26/07/2018	1992	Can a member make different election options on commutation for an ill-health retirement?	Closed	26/07/2018	Yes a member can make different commutation options on the final salary and CARE elements of the ill-health pension

29/08/2018	2006	If on ill-health review the condition has deteriorated and the person is no longer able to perform any employment can you uprate the pension to the higher tier?	Closed	29/08/2018	<p>There is no facility to review an ill-health pension upwards.</p> <p>Page 11 of the ill-health quick guide - http://www.fpsregs.org/images/admin/illhealth.pdf confirms the rules of the scheme.</p> <p>The relevant rule for the consequence of the review is Part 9, rule 2 - http://www.legislation.gov.uk/ukxi/2006/3432/schedule/1/part/9/paragraph/2/made</p> <p>The regulations only allow the authority to cease the higher tier if the person has become capable of undertaking regular employment, or cease the lower tier if the person has become capable of performing the duties of the role from which they retired.</p>
06/09/2018	2006	<p>Does a decision on paying an after appearing injury for retained employment mean that by default an ill-health pension should be paid?</p> <p>The member has a deferred retained pension with a current lower tier ill-health pension in payment for wholetime employment.</p>	Closed	14/09/2018	<p>You would need to consider the ability to ill-health retire from the deferred retained employment in its own right. So you would need to consider afresh whether the member is capable of undertaking regular employment in order to determine whether you can pay the deferred pension as an ill-health pension.</p> <p>However any decision under the deferred retained employment would not affect the lower tier ill-health pension already in payment for the wholetime employment, because you cannot review an ill-health pension upwards, it is paid on the decision at the time of retirement.</p>

02/10/2018	1992	A firefighter who retired on higher tier ill health over 10 year ago and aged over 60 has become capable of casual variable employment (10-15 hours). Does this affect their entitlement to the pension?	Closed	02/10/2018	<p>As per slide 11 of the Ill health and Injury quick guide, the period for ill-health review under regulation K1 is within 10 years of payment and under age 60, so this pension cannot now be reviewed.</p> <p>For the avoidance of doubt, higher tier ill-health is paid where a firefighter is incapable of undertaking 'regular employment', regular employment is defined in the regs B3, para 7 (amended by SI 2013/1392) as being at least 30 hours a week over a consecutive 12 month period. <i>"In paragraphs (3) and (4) "regular employment" means employment for at least 30 hours a week on average over a period of not less than 12 consecutive months beginning with the date on which the question of his disablement arises for decision"</i></p>
26/09/2018	2007 (NI)	How should pension entitlement be calculated for a member who was reinstated following an ill health review? Previous Home Office guidance states that the period on ill health pension would be treated as a break in service. Upon retirement, a pension would be calculated from original start date excluding the break. The amount would be reduced by the earlier	Escalated	03/12/2018	<p>There are appears to be no guidance on this process within the FPSC circulars, archived commentary or explanatory memo. The Home Office have been asked for a steer on whether any guidance was published.</p> <p>FPSC circulars Archived commentary Explanatory memo SI 2006/1810</p>

		commutation amount, prior to a new lump sum being calculated.			Nevertheless despite a lack of written guidance, the process you describe to deduct from the lump sum the amount originally paid out seems reasonable.
28/01/2019	2006/ 2015 (transitional)	<p>The query relates to an ill-health case that has already been to the IQMP. The question of Injury – PTSD – wasn't included as the member / FBU couldn't furnish evidence, but a lower-tier award was granted. It was appealed via the Board of Medical Referees, where they agreed with the lower-tier award as there was an expectation of 'regular' employment being possible if the appellant worked in another workplace.</p> <p>The question of Injury on Duty is now being discussed in light of additional evidence via the GP now becoming available. Can the tier of the award also be reconsidered in light of this additional evidence, or is the BMR assessment binding on the tier?</p>	Closed		<p>The regulations do not allow a subsequent upwards award on the review of ill-health. The appeal regulations do not appear to allow further appeal on new evidence - http://www.legislation.gov.uk/uksi/2014/2848/regulation/154/made</p> <p>However bulletins 13 & 14 recently commented on the role of the IQMP in ill-health and injury determinations, and the role of the Fire Authority to not act blindly, both bulletins reference case law where it was subsequently found the scheme manager should have acted. http://www.fpsboard.org/images/PDF/Bulletin14/Bulletin14.pdf http://www.fpsboard.org/images/PDF/Bulletin13/Bulletin13.pdf</p> <p>As the case involves PTSD and new evidence has been found, I would recommend letting the IQMP consider the evidence. The Home Office have been asked to provide a view.</p> <p>Update 26/04/2019</p>

					Having gathered further facts and considered the case with the Home Office, the IQMP process was properly considered and appealed and any further appeal is now out of time. The regulations do not support an upward review of the ill-health tier
26/04/2019	2015 Ill-Health	Does the employer need to make a contribution to the notional pension fund account in the same way as the 1992 and 2006 scheme	Closed	26/04/2019	Yes, bulletin 9 included a reminder that the Home Office have confirmed that the level of ill-health charge for the 2015 scheme should continue at the same rate set for the 1992 and 2006 scheme, which is four times pensionable pay for higher tier ill-health and two times pensionable pay for lower tier ill-health.
14/05/2019	IQMP timescales	Is there any guidance on IQMP timescales. Our IQMP has advised that case might take a couple of months due to the complexity of the case and amount of information, and the former employee is not satisfied with the timescales.	Closed	11/07/2019	Neither the regulations or the IQMP guidance set out a timescale for concluding the IQMP process. The authority remain responsible for the process, we reported in bulletin 13 with regards to the authorities duty to 'not act blindly' in scrutinising an IQMP decision. The authority will need to consider what is 'reasonable' given the specific circumstances of the case. They may need to consider why did it take so long to find an IQPM willing to do the review and was the delay avoidable?

					Therefore the action here will be for the member to raise an IDRPs with the authority, the FRA should be mindful of the PO guidance on non-financial injustice, ie distress and inconvenience. The individual could bring a claim for distress and inconvenience once they have been through the IDRPs. However, depending on whether the complaint could have been avoided or resolved at an earlier stage, the FRA may not be too exposed if they have done everything possible to complete the review as quickly as possible.
25/07/2019	1992	<p>What is the retirement age for the purpose of the IQMP assessment.</p> <p>We have a firefighter who is a member of FPS 1992 going for ill health retirement, and we have referred to an IQMP. The firefighter will have completed 30 years' service next year (at the age of 52) and he informed the IQMP that this is his retirement age. We believe the 'normal retirement age' to be 55 for this scheme, and that the 30 years' service date is the date on which he could have chosen to take his benefits.</p>	Closed	26/07/2019	<p>Regulation A10 (1A) confirms that in determining whether a disablement is permanent the authority shall have regard to whether the disablement continues to 'normal pension age'.</p> <p>Regulation A13 confirms that the 'normal pension age' for a Firefighter is age 55.</p> <p>The quick guide confirms this across the schemes.</p>

		Can you confirm what the retirement age for assessment should be?			
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LEAVING THE SCHEME BEFORE RETIREMENT

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
30/07/2018	1992 (transitional)	What is the impact on 1992 scheme if a member opts out of the 2015 scheme when transitioning?	Closed	31/07/2018	<p>When a member opts out or leaves employment, they cease to have continuous employment. Therefore the 1992 benefits are deferred. Schedule 2, rule 35 confirms that if a member ceases to have continuous service they are a deferred member of the 1992 scheme. However, rule 33 confirms that a member with 'continuity of service' defined as less than a 5 year break from public service retains the final salary link. This means that if they re-join the person is treated as a deferred member in terms of retirement age, but the final salary link applies to the benefits at retirement.</p> <p>http://www.legislation.gov.uk/ukxi/2015/589/schedule/1/paragraph/7/made 118 to 122 – of the training day slides refer- https://www.khub.net/group/thefirefighter-spensionsdiscussionforum/group-forum/-/message_boards/message/14576774</p>

MEDICAL APPEAL

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
15/07/2019	All Medical appeals	Is FPSC circular 9/2010 the most up to date guidance on submitting medical appeals and where are the forms?	Closed	16/07/2019	<p>I can advise that there has been no further update since bulletin 4 which re-released FPSC circular 9/2010</p> <p>HML ran a workshop for us at the AGM last year (2018)– slides available here which gives more detail on their expectations. The Home Office are currently re-tendering for the medical appeal provider which means that currently HML do not intend to update the forms, therefore the current forms to use are on this link.</p> <p>To check when updated guidance has been published, please use the bulletin subject index and search by topic. The bulletin is published on the last working day of the month and is the primary route of communicating change.</p>

PARTIAL RETIREMENT

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
06/09/2018	1992 (transitional)	Is a 1992 transition member eligible to partially retire at the age of 55, receive payment of both FPS 1992 and FPS	Closed	06/09/2018	While partial retirement is an option under the 2015 scheme, in order to draw the 1992

		2015; subject to any actuarial reductions, and continue to work for the Service, without a break, and potentially build up another pension account in the FPS 2015?			scheme benefits the firefighter would need to retire. It is unlikely that a member with transitional 1992 benefits would have built up a significant amount of 2015 pension that with the reductions that would be applied, make it beneficial for them to withdraw the 2015 pension only and continue working. Decision trees to help illustrate the retirement decisions available on leaving employment or opting out are available here .
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PENSIONS INCREASE (PI)

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
08/08/2018	1992 (Pensioner)	A 1992 pensioner has become entitled to pensions increase on the lump sum at age 55 because best of the last 3 years applied. As the member elected to commute the full 25% and incur a tax charge, does a further tax charge apply when awarding pensions increase?	Open		

PENSION SHARING

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
16/10/2018	1992 (Pensioner)	<p>The solicitor for a potential pension credit member during the pension share process has asked for details in writing as to what would happen if either party died</p> <ol style="list-style-type: none"> 1. before the pension sharing order comes into effect 2. After the order has become effective but before it has been implemented. <p>We have stated that it is the pension credit's solicitor's responsibility to inform the pension credit member as to whether the pension sharing order still</p>	Escalated	28/11/2018	<p>Your response is entirely reasonable. The firefighter pension regulations do not deal with this scenario so you cannot comment. You have signposted but cannot give legal advice.</p> <p>The regulations only deal with what happens if a pension credit member dies before the benefits have become payable.</p> <p>1992: IA3 2006: Part 6, Rule 6 2015: Rule 99</p>

		<p>stands in those circumstances. We have signposted pension credit member to useful online information which answers her questions.</p> <p>Is it a Pension administrator's responsibility to detail legally, who receives death benefits if a pension debit/credit member dies before the pension share is implemented or before the order is effective?</p>			<p>Home Office have confirmed this is the correct approach, commenting; "The answer to this query, in so far as there may be one, lies much more in the arena of the overarching pensions-sharing-on-divorce-regime rather than the fire pensions regime."</p>
18/01/2019	2006 (Wales)	<p>Can a pension share order for a transition member be applicable against one scheme only (in this case the pension share order is for the for 2006 scheme only)</p>	Escalated		<p>This issue was discussed at the technical meeting on 10 April 2018, members of the group agreed that with regards to CETVs partial benefits cannot be transferred and therefore the same applies to a divorce. An administrator MUST provide the whole value of the pension benefits including both schemes, but a <u>court</u> may subsequently order the pension share on one part.</p> <p>However it was agreed that there is not satisfactory evidence on how to proceed and the group agreed to get legal advice / escalate to the Home Office. This is being done presently.</p> <p>Minutes from the meeting on 10.04.2018 are available here and this is also referenced in the action summary under reference 10.04.2018 (5d)</p>

					This query log will be kept open until a response is received from Home Office / legal adviser
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RETAINED FIREFIGHTER – EMPLOYED BEFORE 6 APRIL 2006

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
04/03/2019	2006 and compensation scheme Ill-Health and Injury	<p>This is a retained firefighter who was employed by a fire and rescue service <u>before</u> 6 April 2006 and joined the 2006 pension scheme as soon as they were able.</p> <p>The firefighter retired in 2013 and was not entitled to become a special member of the 2006 scheme as per Part 2, rule 1A, paragraph 15 - (15) A person who was employed as a retained firefighter and to whom paragraph (1) of rule 2 of Part 8 of the Compensation Scheme applies (award to or in relation to a retained firefighter) may not be a special member of this Scheme.”</p> <p>The query is, what benefits are they entitled to and how should this have been calculated?</p>	Closed	11/04/2019	<p>Northern Ireland statutory references have been used for ease because these are bookmarked by regulation, rather than the English compensation scheme. The regulations are virtually identical. The footnote gives the correct English version.</p> <p>The firefighter would have been entitled to</p> <ul style="list-style-type: none"> • An ill-health pension under the 2006 scheme, under Part 3, Paragraph 2 • A compensation pension under the compensation scheme, calculated under Part 8, rule 2¹⁷ <ul style="list-style-type: none"> - An injury pension and gratuity as if they had been a wholetime firefighter calculated under paragraph 2 and - An ill-health pension calculated under paragraph 4

¹⁷ The Northern Ireland regs are virtually identical but hyperlinked to make it easier to read certain sections of the regs - <http://www.legislation.gov.uk/nisr/2007/143/schedule/ANNEX/part/8/paragraph/2/made>

					<p>The Calculation</p> <p><u>NFPS</u> An ill-health pension under the 2006 scheme for the service while in the 2006 scheme. Calculated in line with Annex 1, noting paragraph 1, sub para 3</p> <p>(3) For the purposes of sub-paragraph (2), the pensionable service of a retained firefighter is the same proportion of whole-time service as that which his actual annual pensionable pay bears to his reference pay.</p> <p><u>Compensation Scheme</u></p> <p>As they were employed before 6 April 2006 the member qualifies under Part 8 (special cases) Para 2. This provides for</p> <ol style="list-style-type: none"> 1. An injury pension and gratuity, calculated as if the member were whole-time reduced by 75% of any other pension in payment. Sub Para 2 <p>“A person to whom paragraph (1) applies shall be treated for the purposes of rules 1 and 3 of Part 2 (injury awards) as having been a regular firefighter falling within the description in paragraph (10) below ; but an award under rule 1 or 3 shall be reduced by</p>
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					<p>75 per cent. of any other pension under the 1992 Scheme or the 2006 Scheme that is then in payment.”</p> <p>So you would calculate the injury pension and gratuity as if the member had been wholetime using the table in Schedule 1, Part 1¹⁸.</p> <p>Part 3, of schedule 1 only applies for a retained member who was employed <u>after</u> 6 April 2006.</p> <p>You would then deduct 75% of the NFPS ill-health pension in payment.</p> <p>2. An ill-health pension calculated under paragraph 4 & 4A¹⁹ Part 8, rule 2</p> <p>This would have provided for an ill-health pension to have been calculated as if the member had been a wholetime member in the 1992 scheme and reduced by any pension payable from the 2006 scheme.</p> <p>(4) Subject to paragraph (4A), a person to whom paragraph (1) applies shall be treated for the purposes of rule B3 (ill- health</p>
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¹⁸ Northern Ireland regulations used for ease of illustration - <http://www.legislation.gov.uk/nisr/2007/143/schedule/1/part/1/paragraph/1/made>

¹⁹ 4A was inserted by SI 2006/3434 - <http://www.legislation.gov.uk/uksi/2006/3434/schedule/paragraph/8/made>

					<p>awards) of the 1992 Scheme as having been a regular firefighter falling within the description in paragraph (10) below; and rules B7 (commutation), B9 (allocation), B10 (limitation of commuted or allocated portion), K1 (review of ill-health and certain deferred pensions), K1A (consequences of review) and K3 (reduction in case of default) of the 1992 Scheme or, if he has become a member of the 2006 Scheme, rule 9 or 11 of Part 3 of the 2006 Scheme, rule 1 of Part 9 of that Scheme (review of ill-health pension) and rule 2 of that Part (consequences of review) apply accordingly in relation to the awards to which he is thus entitled.</p> <p>(4A) In the case of a person who has become a member of the 2006 Scheme, the award under rule B3 of the 1992 Scheme shall be reduced by the amount of any award to which the person is entitled under rule 2 of Part 3 of the 2006 Scheme (award on ill-health retirement).</p>
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REFUND

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
29/01/2019	2015 Refund	Please can you clarify the intent of Paragraph 2(b)(ii) in FPS 2015 regulation 116 .	Escalated	07/03/2019	Agreed that the regulation is unclear and lacks clarity, escalated to Home Office on 30/01/2019.

		<p><i>"If a transfer payment has been received by this scheme in relation to the member it was from another occupational pension scheme"</i> as one of the criteria for allowing a Refund.</p> <p>Does this allow a refund after a transfer in, and if so would the contributions from the previous scheme have to be refunded as well.</p>			Home Office agree that the regulation lacks clarity and will refer to legal colleagues for review.
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SCHEME PAYS

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
09/08/2018	2015 (linked 1992 benefits)	Can the apportionment of scheme pays guidance be applied where the member has not breached £40k in either scheme but has breached as a total across the schemes?	Closed	28/08/2018	<p>As per the guidance issued in January 2018, paragraph 24 confirms that having taken legal advice FRAs have a power of general competence which may be exercised reasonably where there are sufficient grounds for doing so.</p> <p>Paragraph 25 considers two circumstances proposed by the Home Office and agreed by the scheme advisory board that would meet the test of being 'exercised reasonably'</p> <p>It is the intention that in these circumstances the tax treatment should as near as possible mirror that would apply if MSP applied.</p> <p>Therefore where the total breach is more than £40,000 but the breach in either scheme is not greater than £40,000 then the scheme pays should still be apportioned</p>

					<p>across each of the two schemes in which the tax liability arose so for example the formula as given in the guidance dated 23 January 2018 would apply as follows: Assumes a 47 year old female) A = Final salary pension savings = £38000 (£2,375 * 16) B = Career Average Pension Savings = £14,500 (£906.25 * 16) C = Total Pension Savings = £52,500 D = Tax charge declared by member = £2,500 (£52,500 - £40,000 * 20%) E = Final salary scheme pays F – Career average scheme pays $(A \div C) \times D \div E = (£38000 / £52,500) * £2,500 / 13.70 = £132.08$ $(B \div C) \times D \div F = (£14,500 / £52,500) * £2,500 / 10.53 = £65.57$</p>									
14/09/2018	2015	Should the scheme pays factors in tables A1 & A2 be interpolated when the state pension age is between age 67 and 68? Example DPA – Male, 67 years 7 complete months and 8 days.	Closed	04/10/2018	<p>The proposed solution given is to use interpolation; this is indeed the case and should be conducted as follows:</p> <table border="1"> <thead> <tr> <th>Step</th> <th>Description</th> <th>Step applied to the member in question</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Round up any part months of the DPA.</td> <td>67 years, 7 months and 8 days rounded up to 67 years and 8 months.</td> </tr> <tr> <td>2</td> <td>Using the age last birthday</td> <td>The member was born on 29</td> </tr> </tbody> </table>	Step	Description	Step applied to the member in question	1	Round up any part months of the DPA.	67 years, 7 months and 8 days rounded up to 67 years and 8 months.	2	Using the age last birthday	The member was born on 29
Step	Description	Step applied to the member in question												
1	Round up any part months of the DPA.	67 years, 7 months and 8 days rounded up to 67 years and 8 months.												
2	Using the age last birthday	The member was born on 29												

						<p>and gender of the member, find the factors from Table A1 or A2 corresponding to the integer DPAs either side of the actual DPA.</p>	<p>November 1977 and so his age last birthday is 40.</p> <p>Table A1 will be used which corresponds to males.</p> <p>The integer DPAs either side of his actual DPA are 67 and 68.</p> <p>The relevant factors from Table A1 are therefore 7.24 and 6.80.</p>
					3	<p>Interpolate linearly between the factors according to the number of months found in step 1.</p>	<p>Factor for NPA $67 + 8/12 \times$ (factor for NPA 68 – factor for NPA 67).</p> <p>i.e. $7.24 + 8/12 \times (6.8 - 7.24) = 6.9466667$</p>

					4	The result rounded to 2 d.p. is the scheme pays factor for this member.	The scheme pays factor for this member is 6.95
18/01/2019	2015 (with 1992 transitional benefits)	<p>I've got two questions on Scheme Pays that I just need some clarification on.</p> <p>First question: Member has 1992 and 2015 membership Annual Allowance exceeded in the 1992 scheme, but not the 2015 scheme Does this fall under Voluntary or Mandatory scheme pays</p> <p>Second question Tapered annual allowance applies. Does this mean that all the scheme pays is treated as voluntary, or can some be treated as mandatory, as that is the advice that the member has received. It is my understanding that it is all voluntary</p>	Closed	21/01/2019	<p><u>Question one</u></p> <p>Where the member exceeds the £40,000 in one scheme but not in the other, then MSP applies to the scheme where £40k has been exceeded and VSP applies to the scheme where it hasn't. However the member could choose to use VSP across both. Paragraphs 56 to 61 of the guidance refer.</p> <p><u>Question two</u></p> <p>Where tapered annual allowance applies MSP <u>cannot</u> apply, this is because under tapered annual allowance, the members annual allowance is reduced below £40k, and MSP can only apply where the individual is subject to the standard annual allowance of £40k. See paragraphs 6 to 11, and 34 to 39 of the guidance</p>		

SURVIVORS PENSION

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
01/07/2019	2006 and 2015 Children's Pensions	Where a child qualifies for a pension under Part 4, Paragraph 10 of FPS 2006 'Pension for child where no survivors' pension paid' is this paid in addition to the pension under paragraph 8 .	Closed	01/07/2019	This was considered by the technical group at their meeting on 10 April 2018 and agreed that rule 10 children's pension should be paid <u>in addition</u> to rule 8 under FPS 2006, which is in keeping with the similar rule under FPS 2016 regulation 90 . Item 10.04.2018 5b (page 20) actions summary Technical queries paper Minutes 10.04.2018 item 5b
28/06/2019	1992 survivors pensions	Is interest due on the arrears payment of backdated pension for a survivors pension calculated under the 2019 amendment order ²⁰ 2019/378	Closed	11/07/2019	There is no vires to pay interest without the legislation confirming to do so. Home Office have provided an informal view that no interest is payable, and that when on other unrelated occasions the application of interest in respect of benefits being backdated has been applied this does not set a general precedent for other reforms.

²⁰ Technical Note - <http://www.fpsregs.org/images/admin/Technotes/Technote4.0319.pdf>

TRANSFERS

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
01/07/2019	1992	How should a cross border transfer be calculated	Closed	11/07/2019	<p>Cross border transfers should be treated as per the following GAD Guidance</p> <p><u>FPS 1992</u> service in the transferring scheme should be transferred day for day to the receiving scheme, but club transfer calculation payment should be made to the receiving scheme as per 2.2.9 of the guidance dated 30 June 2009, using the relevant up to date factors..</p> <p><i>2.2.9 Transfers to other Fire Authorities For transfers between English Fire Authorities, the member's service record should be transferred but there is no requirement to calculate a transfer value or to make a transfer payment. Transfers to fire authorities in Scotland, Wales and Northern Ireland require the calculation and payment of a transfer value. The member's service should be transferred. The calculation of a service credit is not required.</i></p> <p><u>FPS 2006</u> service in the transferring scheme should be transferred day for day to the receiving scheme, but club transfer</p>

					<p>calculation payment should be made to the receiving scheme as per 2.2.9 of the guidance dated 30 April 2009, using the relevant up to date factors.</p> <p><u>FPS 2015</u> service in the transferring scheme should be calculated using the formula given in 4.4 of the guidance dated 7 April 2016, using the club transfer factors currently in force.</p>
23/07/2019	2006 and 2015	Can 2006 scheme benefits be transferred into the 2015 scheme?	Closed	23/07/2019	No, this is not allowed by the scheme rules, page 5 of the attached slides confirms this http://www.fpsregs.org/images/admin/Transfers.pdf . You cannot transfer final salary benefits into a CARE scheme

TWO PENSIONS

Date received	Scheme/ Member type	Query	Status	Date replied	LGA response
10/01/2019	1992 (Scotland)	<p>When calculating a split pension for a member who is age 50 do you apply PI to the salary at the split?</p> <p>Or because they are under 55 do you wait until then? We have a member who is retiring age 50 and is going to have a tax charge with or without applying PI, our concern is if we don't apply the PI now he is going to have a further tax charge in 5 years time for a period in 2014.</p>	Closed	15/01/2019	<p>The English regulations were amended in 2018 to clarify how pension increase should be applied to split pensions, they did not change the practice of applying indexation. Details of the amendments were published in this technical note.</p> <p>When the pension is calculated at retirement age the first pension based on the higher rate of pay would be increased by the pension increase order.</p> <p>The second pension is calculated based on the pensionable pay on retirement.</p>

					<p>The two pensions would then be added together in order to compare against the alternative single pension, and the higher pension put into payment.</p> <p>Please note that whilst the value of Part 1 of the pension at retirement will include the equivalent PI amount, there will be no further increases under the pensions act until age 55 unless retirement is on ill health grounds.</p> <p>Consolidated B5A (English version) http://fpsregs.org/images/Regs/1992B5A2018clean.pdf</p> <p>Although these amendments have not been applied to the Scottish regulations yet, as they only clarify the intended practice I see no reason why you should not follow the same practice.</p>
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