

Service Level Agreement Clwyd Pension Fund

ITEM 5

This is a Service Level Agreement between Flintshire County Council as administering authority
for the Clwyd Pension Fund (the Fund) and

Hawarden Community Council (the Employer)

Commencement Date: 1st April 2019

1 The Regulations

1.1

This agreement considers the responsibilities of the Fund and the Employer in relation to the management of information for employees of employers who are members of the Local Government Pension Scheme (LGPS) in the Fund. This agreement does not override any provision or requirement in legislation (as outlined below) or in any other overriding legislation. It should be used in conjunction with the Employer Bulletins supplied by the Fund and the Fund's Administration Strategy. The Fund may, from time to time, revise this guide, or issue supplementary guidance on the responsibilities and duties of the Employer in the administration of the Local Government Pension Scheme.

1.2

The key elements of legislation forming the basis of this agreement are:

- The Local Government Pension Scheme Regulations 2013 and any amendments thereto.
- The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 and any amendments thereto.
- The Local Government Pension Scheme (Management and Investment of Funds) Regulations 2016 and any amendments thereto.
- The Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 and any amendments thereto.
- The Local Government Pension Scheme (Transitional Provisions) Regulations 2008 and any amendments thereto.
- The Local Government Pension Scheme (Administration) Regulations 2008 and any amendments thereto.
- The Local Government Pension Scheme Regulations 1997 and any amendments thereto.
- The Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 and any amendments thereto.
- The Occupational Pension Schemes (Disclosure of Information) Regulations 2013 and any amendments thereto.

There are several other pieces of overriding legislation that apply to the management of the Clwyd Pension Fund, but which are not listed here in the interests of brevity.

2 Review of the Agreement

2.1

This agreement will be reviewed annually and updated as and when required as a result of changes in legislation and internal procedures relating to the management of the Fund. Either party to the agreement may suggest changes to the other at any time. Such suggestions should be made in writing. The Employer's nominated representative should send notice of any proposed changes to the Pensions Administration Manager at the Fund. The Pensions Administration Manager will notify the Employer's nominated representative of any changes suggested by the Fund.

3 Employer Duties and Responsibilities

3.1 Nominated Representative

Each Employer shall nominate a person who will be responsible for pension matters, and that person will act as the Employer's primary contact with the Fund. (Appendix A)

3.2 Authorised Officers

The Nominated Representative noted in Appendix A is an Authorised Officer. In addition, only authorised officers whose names and specimen signatures are held by the Fund may sign documents and/or instructions to be sent from the Employer to the Fund. Documents or instructions which have not been signed by an authorised officer will not be accepted. Where information is permitted to be submitted via email, an email received from an authorised officer's email address will be accepted. (Appendix B).

3.3 Year end procedure

Various elements of legislation include strict deadlines for the receipt of year-end information, the distribution of Annual Benefit Statements and the distribution of Pension Saving Statements (relevant to disclosing Annual Allowance information). To achieve these deadlines, the Employer must provide the Fund with year-end information to 31st March each year by 30th April (or the next working day) in an approved format required by the Fund, accompanied by a completed Employer Compliance Statement. The Fund will notify the Employer of the required information each February. Any changes to the format of year-end information must be agreed between both parties by no later than 10 working days after the Fund has issued the instructions.

If the correct data is not received within the above timescales, the Employer will be asked to inform the members for whom they have not provided the data, that they will not be receiving an annual benefit statement and where relevant, a pensions saving statement. This may result in a report of a breach to the Pensions Regulator, which may in turn, result in a fine.

3.4 Employer Responsibilities and Routine notifications to the Fund

Throughout the year the Employer should forward notifications to the Fund (where stated):

3.4.1 New Employee Notifications	
Employer's responsibility	Target Service Standard
Provide new members with starter forms and scheme guides, where not delegated to the Administering Authority	10 working days
Decide and ensure the correct employee contribution rate is applied	Immediately on joining in line with employer's policy, and each April thereafter (as a minimum)
Provide new starter information to the administering authority for each new employee joining the LGPS The Starter notifications must include the following information: <ul style="list-style-type: none"> - Employing Authority, department, contributor's full name, marital status, national insurance number, date of birth, home address - Employment details, including: job title, post number, payroll number, number of hours and weeks worked, date joined pension scheme, full-time equivalent pay details, pension contribution rate, additional contribution rate (if applicable) 	10 working days
Forward completed starter forms completed by scheme members to the administering authority	3 working days from date of first deduction of contributions

3.4.2 Member Administrative Changes	
Employer's responsibility	Target Service Standard
Arrange for reassessment of employee contribution rate in line with employer's policy	If applicable, as per employer's policy
Notify the administering authority of any eligible employees who opt out of the scheme within three months of appointment.	10 working days from date of receiving opt out
Send a Notification of Change (or equivalent) if legally required to a scheme member	15 working days from date of change
Notify the administering authority of all other relevant personal or contractual changes in the circumstances of employees: <ul style="list-style-type: none"> - Change of name, address, and/or marital status - Increase/decrease in number of hours or weeks worked - Secondments 	15 working days from date of change
Refund any employee contributions deducted in error, or where the member opts out in writing within 3 months with no previous LGPS membership.	Month following the month of election

c) Retirement Estimates (including ill-health)	
Employer's responsibility	Target Service Standard
Provide pay (and other membership) details when a member requests an early retirement estimate	8 working days

d) Actual Retirements (including ill-health)	
Employer's responsibility	Target Service Standard
Notify the Fund when members are due to retire and reason for retirement (and authorisation where appropriate)	As early as possible and no later than 15 working days before date of retirement
Notify the Fund via a T36 form when a member leaves employment, to include the following information: <ul style="list-style-type: none"> - Name, address, date of birth, and national insurance number of leaver - Job title and payroll number of job left - Date of leaving - Final pay (actual and full-time equivalent, if appropriate) including breakdown of the calculation and the final pay period used - Actual pensionable pay (2013 regulations definition) for each year after 1 April 2014 - Pension contributions since last year end return including pension contribution rates paid - Contracted out earnings since last year end return (if applicable – pre 06/04/2016) - Service History: a breakdown of pensionable hours worked during employment 	8 working days from members final pay date
Send a Notification of Entitlement to Benefit if legally required to a scheme member (including determining tier of ill-health retirement if applicable)	No later than 5 working days before date of retirement

e) Ill-Health Retirements (additional responsibilities)	
Employer's responsibility	Target Service Standard
Appoint a qualified independent medical practitioner (from the approved list provided by the Administering Authority) in order to consider all ill health retirement applications, and agree this appointment with the Fund.	Within one month of becoming an employer within the Fund
To keep a record of all Tier 3 ill-health cases and to review these cases after 18 months	
Notify the Fund of the results of any review of Tier 3 ill-health cases with appropriate information to allow the Fund to recalculate benefits if necessary	5 working days of results of review
Send a Notification of Entitlement to Benefit (or change in benefit) to a scheme member following the review of his/her Tier 3 ill-health benefits	5 working days of results of review

i) Members Leaving/Resigning/Retiring	
Employer's responsibility	Target Service Standard
<p>Notify the Fund of the member's date of (and reason for) cessation of membership via a T36 form, to include the following information:</p> <ul style="list-style-type: none"> - Name, address, date of birth, and national insurance number of leaver - Job title and payroll number of job left - Date of leaving - Final pay (actual and full-time equivalent, if appropriate) including breakdown of the calculation and the final pay period used - Actual pensionable pay (2013 regulations definition) for each year after 1 April 2014 - Pension contributions since last year end return including pension contribution rates paid - Contracted out earnings since last year end return (if applicable – pre 06/04/2016) - Service History: a breakdown of pensionable hours worked during employment 	8 working days from member's most recent pay date

ii) Death Benefits	
Employer's responsibility	Target Service Standard
<p>Notify the Fund of the death of a member and provide details of next of kin where available. Notification to be made via a T36 form, to include the following:</p> <ul style="list-style-type: none"> - Name, address, date of birth, and national insurance number of leaver - Job title and payroll number of job left - Date of leaving - Final pay (actual and full-time equivalent, if appropriate) including breakdown of the calculation and the final pay period used - Actual pensionable pay (2013 regulations definition) for each year after 1 April 2014 - Pension contributions since last year end return including pension contribution rates paid - Contracted out earnings since last year end return (if applicable – pre 06/04/2016) - Service History: a breakdown of pensionable hours worked during employment 	8 working days of being notified

iii) Additional Benefits (APCs and AVCs)	
Employer's responsibility	Target Service Standard
Commence, cease or amend (as appropriate) deduction of APCs and AVCs	In month following election

ii) Pension Queries	
Employer's responsibility	Target Service Standard
the Employer will provide a written or e-mail response to any query raised in writing or by email	10 working days of the being requested

Adherence to these timescales should ensure compliance with statutory time limits imposed on the Fund and the Employer under the Disclosure Regulations.

3.5 Data Protection

There is no requirement under GDPR for data controllers to enter into formal contractual relationships with other data controllers with whom they share and from whom they receive personal data.

In order to comply with the Data Protection Law, including the General Data Protection Regulation (2016/679) ("GDPR"), the Employer and the Fund will separately inform the members of the respective purposes for which they will each process their personal data and provide all required information to ensure that the members understand how their personal data will be processed in each case by the Fund or the Employer (as applicable). The Employer's privacy notice to members will inform them that their personal data will be provided to the Fund and a copy of that notice will be provided to the Fund on request.

The Employer undertakes to notify the Fund as soon as practicable if an error is discovered in the members' personal data of which it is a data controller and which was received from or a copy of which has been provided to the Fund, to ensure that the Fund is then able to correct its own records.

If either the Fund or the Employer appoints professional advisers, third party administrators or another entity which provides other services involving the transfer of members' personal data those third parties will be data processors or data controllers in their own right. The Fund or the Employer (as applicable) will comply with its own obligations in accordance with Data Protection Law (in particular, by ensuring that any entity to which it transfers members' personal data also complies with Data Protection Law) and shall ensure that nothing in the terms of engagement between the Fund or the Employer (as applicable) and such third party would contradict Data Protection Law.

The Employer and the Fund confirms that it understands its respective obligations under Data Protection Law in the event of any personal data breach, unauthorised or unlawful processing of, loss or destruction of or damage to any of the members' personal data, including (where necessary) an obligation to notify the Information Commissioner's Office and/or the member(s).

3.6 Disclosure of Information

To ensure compliance with the Occupational Pension Schemes (Disclosure of Information) Regulations 2013, the Employer will:

- issue to all new employees eligible to join the Fund, at the time of appointment, basic scheme information.
- issue to all new employees eligible to join the Fund, at the time of appointment, information about how to obtain an opt-out form. Opt out forms will only be available to employees directly from the Fund.

3.7 Contributions

The Employer will ensure that both employee and Employer contributions are deducted at the correct rate, including:

- any contributions that are due on leave of absence with reduced or no pay and
- any additional contributions the Fund request the Employer to collect

Contributions (but not Prudential additional voluntary contributions) should be paid to the Fund on a monthly basis by cheque or by BACS.

*For all contribution payments an LGPS1 form must be completed and forwarded to the Fund (this can be sent via pensionsinvestments@flintshire.gov.uk). This should be sent either with the cheque **made payable to the Clwyd Pension Fund**, or in advance of the BACS payment.*

The Fund bank details for BACS payments are:

Account Holder's Name:	Clwyd Pension Fund
Bank:	Natwest
Sort Code:	54-10-10
Account Number:	10131884

The LGPS1 form needs to be certified correct by an authorised officer detailing the period for which the contributions were due and showing the breakdown between employees (split across the pensionable pay bands and confirming the appropriate pensionable pay for each band), Employers contributions (including annual deficit lump sum payable), and total pensionable pay for the period in question.

All contributions (but not Prudential additional voluntary contributions) should be credited to the Fund without delay **before the 19th** of the month (if paying by cheque) and **before the 22nd** of the month (if paying by BACS) following that in which they were deducted. If contributions are overdue by more than one month the Employer will be required to pay interest.

Under the Pensions Act 2004 the Pensions Regulator may be notified if contributions are not received on time. The Employer risks being fined by the Pensions Regulator if contributions are not paid on time.

3.8 Additional Voluntary Contributions (AVCs)

The Employer will pay Prudential additional voluntary contributions to the Prudential within one week of them being deducted. If the contributions are not received before the 19th of the month following that in which they were deducted, the Pension Regulator may be notified.

As with main scheme contributions, the Employer risks being fined by the Pensions Regulator if contributions are not paid on time.

3.9 Pension Regulator's action

In the event of the Fund being fined by the Pensions Regulator, this fine will be passed on to the Employer where the Employer's action or inaction (e.g. the failure to notify a retirement within the time limits described above), caused the fine

3.10 Employer Discretions and Policies

Appendix C itemises Employer discretions which span across all Local Government Pension Scheme regulations shown on page 1 of this document. Some of these discretions require a mandatory written Employer policy and are highlighted as such in the appendix. The Employer should review this appendix to ensure that they have all required mandatory written policies in place. Finalised written policies should be published and made available to employees and the Fund.

4 Fund Duties and Responsibilities

4.1 The Fund will act for the Employer regarding:

- the production of membership certificates, with the Employer continuing to be responsible for Employer decisions, and the Fund for administering authority decisions;
- the determination of benefits following the death of a deferred beneficiary or pensioner;
- the payment of annual or spouses' compensation, and any adjustments due arising from, for example, re-employment.

4.2 Pensions stationery and publications

The Fund will maintain the Clwyd Pension Fund website and will issue forms, booklets, newsletters and such other materials as are necessary for the administration of the Scheme.

4.3 Support to Employers

The Fund will provide support to the Employer by way of:

- the Short Scheme Guide to the Local Government Pension Scheme to be made available to members, which will be amended as per legislative and procedural changes
- LGA HR and Payroll guides for Employers found at: <https://www.lgpsregs.org/resources/guidesetc.php>
- technical notes and training provided on request (subject to resources)
- regular Fund meetings, with Employers being invited to submit agenda items
- providing member surgeries/presentations on request (subject to resources)
- attending Employer induction courses
- the Fund annual meeting

4.4 Visiting the Fund

There is an open invitation for Employer Pensions, Personnel and Payroll staff, and representatives to visit the Fund, subject to notice, to discuss any aspect of administering the Scheme.

4.5 Annual Benefit Statements

On behalf of the Employer, the Fund will produce and make available via MSS, annual benefit statements to active contributors and deferred members each year. On written request from members, the Fund will send hard copies.

4.6 Pension Saving Statements

The Fund will issue Pension Saving Statements for affected active contributors which will include information regarding Annual Allowance

4.7 Notification of when pension literature is made available

The Fund will notify the Employer when any document is made available to the contributor providing a desensitised copy of the literature to the Employer. This is to assist the Employer in answering any queries.

The terms and conditions of this Service Level Agreement are hereby agreed between the following parties:

Agreed and signed on behalf of Employer.

**Agreed and signed on behalf of Flintshire
County Council, the Administering Authority
of the Fund.**

Print Name:

Print Name:

Position:

Position:

Signed:

Signed:

Date:

Date:

SERVICE LEVEL AGREEMENT - APPENDIX A

Nominated Representative – (Your Key Pensions Contact)

NAME OR TITLE OF EMPLOYING AUTHORITY

EMPLOYER'S PENSION OFFICER OR NOMINATED REPRESENTATIVE

The name and position of the person responsible for pension matters within the above Employer is:

Name:

Position:

Address:

Telephone:

E-mail:

The current version of this document must always form part of this Agreement.

Agreed and signed on behalf of Employer.

Agreed and signed on behalf of Flintshire
County Council, the Administering Authority
of the Fund.

Print Name:

Print Name:

Position:

Position:

Signed:

Signed:

Date:

Date:

SERVICE LEVEL AGREEMENT - APPENDIX B

AUTHORISED OFFICERS (for those personnel / payroll employees who are providing information to the Fund)

The following employees are authorised to provide documents / information on behalf of the Employing Body.

Name:	Post Held:	Signature:	Email Address:	Effective Date:

The current version of this document must always form part of this Agreement.

**AGREED ON BEHALF OF THE
EMPLOYER**

Signed:

Date:

**AGREED AND SIGNED ON BEHALF OF THE
FUND**

Signed:

Date:

SERVICE LEVEL AGREEMENT - APPENDIX C

The Regulations stated in this appendix are:

- R:** The Local Government Pension Scheme Regulations 2013 (as amended)
- TP:** The LGPS (Transitional Provision and Savings) Regulations 2014
- A:** The Local Government Pension Scheme (**Administration**) Regulations 2008 (as amended)
- B:** The Local Government Pension Scheme (**Benefits, Membership and Contributions**) Regulations 2007 (as amended)
- T:** The Local Government Pension Scheme (**Transitional Provisions**) Regulations 2008
- L:** The Local Government Pension Scheme Regulations 1997 (as amended)

In the below tables the prefix letters in front of the Regulation numbers denotes where the Regulation can be found.

Discretionary policies from 01/04/2014 in relation to post 31/03/2014 active members (excluding councillor members) and post 31/03/2014 leavers (excluding councillor members)

Regulation	Discretion
R2(1B)(a) & RSch 2, Part 2	To whom to offer membership of the LGPS (designated bodies)
R2(1C), R3(1)(b) & R4(2)(b)	Which employees to designate for membership (admission bodies)
R9(1) & R9(3)	Determine rate of employees' contributions
R16(2)(e) & R16(4)(d)	MANDATORY WRITTEN POLICY: Whether, how much, and in what circumstances to contribute to a shared cost APC scheme
R16(16)	Whether to extend 30 day deadline for member to elect for a shared cost APC upon return from a period of absence from work with permission with no pensionable pay (otherwise than because of illness or injury, relevant child-related leave or reserved forces service leave)
R17(1) definition of SCAVC RSch 1 & of in	Whether, how much, and in what circumstances to contribute to shared cost AVC arrangements
TP15 (2A)(b), L66(8) & former L66(9)(b)	Allow late application to convert scheme AVCs into membership credit i.e. allow application more than 30 days after cessation of active membership (where AVC arrangement was entered into before 13/11/2001)

R19(2)	No right to return of contributions where a member left their employment due to offence of a fraudulent character or grave misconduct in connection with that employment, unless Employer directs a total or partial refund is to be made
R20(1)(b)	Specify in an employee's contract what other payments or benefits, other than those specified in R20(1)(a) and not otherwise precluded by R20(2), are to be pensionable
R21(5)	In determining Assumed Pensionable Pay (APP), whether a lump sum payment made in the previous 12 months is a 'regular lump sum'
R21(5A) & R21(5B)	Where in the Employer's opinion, the pensionable pay received in relation to an employment (adjusted to reflect any lump sum payments) in the 3 months (or 12 weeks if not paid monthly) preceding the commencement of Assumed Pensionable Pay (APP), is materially lower than the level of pensionable pay the member would have normally received, decide whether to substitute a higher level of pensionable pay having regard to the level of pensionable pay received by the member in the previous 12 months
R22(8)(b)	Whether to extend the 12 month option period for a member to elect that post 31 March 2014 deferred benefits should not be aggregated with a new employment
TP10 (6)	Whether to extend the 12 month option period for a member (who did not become a member of the 2014 Scheme by virtue of TP5(1)) to elect that pre 1 April 2014 deferred benefits should be aggregated with a new employment
R22 (7)(b)	Whether to extend the 12 month option period for a member to elect that post 31 March 2014 deferred benefits should not be aggregated with an ongoing concurrent employment
R30(6) & TP11(2)	MANDATORY WRITTEN POLICY: Whether all or some benefits can be paid if an employee reduces their hours or grade (flexible retirement)
R30(8)	MANDATORY WRITTEN POLICY: Whether to waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement
R30(8)	MANDATORY WRITTEN POLICY: Whether to waive, in whole or in part, actuarial reduction on benefits which a member voluntarily draws before normal pension age other than on the grounds of flexible retirement (where the member only has post 31 March 2014 membership)
TPSch 2, para 1(2) & 1(1c)	MANDATORY WRITTEN POLICY: Whether to 'switch on' the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60 (other than on the grounds of flexible retirement)

TP3(1), TPSch 2, para (2)1, B30(5) & B30A(5)	MANDATORY WRITTEN POLICY: Whether to waive any actuarial reduction for a member voluntarily drawing benefits before normal pension age other than on the grounds of flexible retirement (where the member has both pre 1 April 2014 and post 31 March 2014 membership): a) on compassionate grounds (pre 1 April 2014 membership) and in whole or in part on any grounds (post 31 March 2014 membership) if the member was not in the Scheme before 1 October 2006, b) on compassionate grounds (pre 1 April 2014 membership) and in whole or in part on any grounds (post 31 March 2014 membership) if the member was in the Scheme before 1 October 2006, will not be 60 by 31 March 2016 and will not attain 60 between 1 April 2016 and 31 March 2020 inclusive, c) on compassionate grounds (pre 1 April 2016 membership) and in whole or in part on any grounds (post 31 March 2016 membership) if the member was in the Scheme before 1 October 2006 and will be 60 by 31 March 2016, d) on compassionate grounds (pre 1 April 2020 membership) and in whole or in part on any grounds (post 31 March 2020 membership) if the member was in the Scheme before 1 October 2006, will not be 60 by 31 March 2016 and will attain 60 between 1 April 2016 and 31 March 2020 inclusive
R31	MANDATORY WRITTEN POLICY: Whether to grant additional pension to an active member or within 6 months of ceasing to be an active member by reason of redundancy or business efficiency (by up to £6,500 p.a. on 1 April 2014 - this figure is inflation proofed annually)
TP12(6)	Whether to use a certificate produced by an IRMP under the 2008 Scheme for the purposes of making an ill health determination under the 2014 Scheme
R37(3) & (4)	Determine whether person in receipt of tier 3 ill health pension has started gainful employment
R37(3)	Whether to recover any overpaid tier 3 pension following commencement of gainful employment
R38(3)	Decide whether deferred beneficiary meets criteria of being permanently incapable of former job because of ill health and is unlikely to be capable of undertaking gainful employment before normal pension age or for at least three years, whichever is the sooner
R38(6)	Decide whether a suspended ill health tier 3 member is unlikely to be capable of undertaking gainful employment before normal pension age because of ill health
R91(1) & (8)	Whether to apply to Secretary of State for a forfeiture certificate where member is convicted of a relevant offence (a relevant offence is an offence committed in connection with an employment in which the person convicted is a member, and because of which the member left the employment)
R91 (4)	Where forfeiture certificate is issued, whether to direct that benefits are to be forfeited (other than rights to GMP - but see R95 below)

R92 (1) & (2)	Where forfeiture certificate is issued, whether to direct interim payments out of Pension Fund until decision is taken to either apply the certificate or to pay benefits
R93(2)	Whether to recover from Fund any monetary obligation or, if less, the value of the member's benefits (other than benefits from transferred in pension rights or APCs or AVCs or, subject to R95 below, in respect of any GMP) where the obligation was incurred as a result of a grave misconduct or a criminal, negligent or fraudulent act or omission in connection with the employment and as a result of which the person has left employment
R95	Whether, if the member has committed treason or been imprisoned for at least 10 years for one or more offences under the Official Secrets Acts, forfeiture under R91 or recovery of a monetary obligation under R93 should deprive the member or the member's surviving spouse or civil partner of any GMP entitlement
R98(1)(b)	Agree to bulk transfer payment
R100(6)	Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS
TP3(6), TP4(6c), TP8 (4), TP10(2)(a), TP17(2)(b) & B11(2)	Whether to allow a member to select final pay period for fees to be any 3 consecutive years ending 31 March in the 10 years prior to leaving
TP3(1)(a), TSch 1, L23(4)	Issue a certificate of protection of pension benefits where member fails to apply for one (pay cuts / restrictions occurring pre 1 April 2008)

Discretionary policies in relation to scheme members (excluding councillor members) who ceased active membership on or after 01/04/2008 and before 01/04/2014

Regulation	Discretion
TSch1, L66(8) & former L66(9)(b)	Allow late application to convert scheme AVCs into membership credit i.e. allow application more than 30 days after cessation of active membership
A47(2)	No right to return of contributions where member left their employment due to offence of a fraudulent character or grave misconduct in connection with that employment, unless Employer directs a total or partial refund is to be made
A49(1) & (2)	Contribution Equivalent Premium (CEP) in excess of the Certified Amount (CA) recovered from a refund of contributions can be recovered from the Pension Fund. Under revoked regulation 52(1) of the OPS (Contracting-out) Regulations 1996 [SI1996/1172] and regulation 12 of the OPS (Schemes that were Contracted-out) (No. 2) Regulations a CEP must have been paid to the commissioner within 6 months after the date of termination of contracted-out employment, or one month after the commissioner notifies the administering authority that a CEP is payable. Following the end of the contracted-out reconciliation exercise, this discretionary policy should be spent entirely as all premiums will have been paid and no further notifications will be issued by the commissioners
A72(1) & (6)	Whether to apply to Secretary of State for a forfeiture certificate where member is convicted of a relevant offence (a relevant offence is an offence committed in connection with an employment in which the person convicted is a member, and because of which the member left the employment)
A72(3)	Where forfeiture certificate is issued, whether to direct that benefits are to be forfeited
A73(1) & (2)	Where forfeiture certificate is issued, whether to direct interim payments out of Pension Fund until decision is taken to either apply the certificate or to pay benefits
A74(2)	Whether to recover from Fund any monetary obligation or, if less, the value of the member's benefits (other than benefits from transferred in pension rights or AVCs/SCAVCs) where the obligation was incurred as a result of a criminal, negligent or fraudulent act or omission in connection with the employment and as a result of which the person has left employment
A76(2) & (3)	Whether to recover from Fund any financial loss caused by fraudulent offence or grave misconduct of employee (who has left employment because of that fraudulent offence or grave misconduct), or amount of refund if less

TPSch 2, para 1(2) & 1 (1c)	MANDATORY WRITTEN POLICY: Whether to 'switch on' the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60
B30(5), TPSch 2, para 2(1)	MANDATORY WRITTEN POLICY: Whether to waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30 (member)
TPSch 2, para 1(2) & 1 (1c)	MANDATORY WRITTEN POLICY: Whether to 'switch on' the 85 year rule for a pensioner member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60
B30A(5), TPSch 2, para 2(1)	MANDATORY WRITTEN POLICY: Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30A (pensioner member with deferred benefits)
B31(4)	Decide whether deferred beneficiary meets permanent ill health and reduced likelihood of gainful employment criteria
B31(7)	Decide whether a suspended ill health tier 3 member is permanently incapable of undertaking any gainful employment

Discretionary policies in relation to active Welsh councillor members, councillor members who ceased active membership on or after 01/04/1998, and any other scheme members who ceased active membership on or after 01/04/1998 and before 01/04/2008

Regulation	Discretion
7(9)(a)	Allow a councillor who has opted out more than once to re-join
18(6) & (7)	Allow a late application by a councillor member to pay optional contributions for a period of absence
31(2)	MANDATORY WRITTEN POLICY: Grant application for early payment of deferred benefits on or after age 50 and before age 55
TPSch 2, para 1(2) & 1(1)(f) & R60	MANDATORY WRITTEN POLICY: Whether to 'switch on' the 85 year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60.
31(5) & TPSch 2, para 2(1)	MANDATORY WRITTEN POLICY: Waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early
31(7A)	MANDATORY WRITTEN POLICY: Optants out only to get benefits paid from NRD if Employer agrees
32(8A)	Whether to extend 12 month period for aggregation of deferred benefits (where deferred councillor member wishes to aggregate with current councillor membership in the same Fund)
34(1)(b)	Decide, in the absence of an election from the member within 3 months of being able to elect, which benefit is to be paid where the member would be entitled to a pension or retirement grant under 2 or more regulations in respect of the same period of Scheme membership
71(7)(a)	Consent to a member's former Employer assigning to the new Employer rights under any SCAVC life assurance policy
88(2)	No right to return of contributions where a member left their employment due to offence of a fraudulent character or grave misconduct in connection with that employment, unless Employer directs a total or partial refund is to be made
89(1) & (2)	Employer may deduct contributions from a councillor's pay or reserve forces pay

92	Contribution Equivalent Premium (CEP) in excess of the Certified Amount (CA) recovered from a refund of contributions can be recovered from the Pension Fund. Under revoked regulation 52(1) of the OPS (Contracting-out) Regulations 1996 [SI1996/1172] and regulation 12 of the OPS (Schemes that were Contracted-out) (No. 2) Regulations a CEP must have been paid to the commissioner within 6 months after the date of termination of contracted-out employment, or one month after the commissioner notifies the administering authority that a CEP is payable. Following the end of the contracted-out reconciliation exercise, this discretionary policy should be spent entirely as all premiums will have been paid and no further notifications will be issued by the commissioners
111(2) & (5)	Forfeiture of pension rights on issue of Secretary of State's certificate following a relevant offence (a relevant offence is an offence committed in connection with an employment in which the person convicted is a member, and because of which the member left the employment)
112(1)	Where the forfeiture certificate is issued, direct interim payments out of Pension Fund until decision is taken to either apply the certificate or to pay benefits
113(2)	Recovery from Fund of monetary obligation owed by former employee or, if less, the value of the member's benefits (other than transferred in pension rights)
115(2) & (3)	Recovery from Fund of financial loss caused by employee, or amount of refund if less

Discretionary policies in relation to scheme members who ceased active membership before 01/04/1998

Regulation	Discretion
TL4, L106(1) & D11(2c)	MANDATORY WRITTEN POLICY: Grant application for early payment of deferred benefits on or after age 50 on compassionate grounds.
D10	Decide, in the absence of an election from the member within 3 months of being able to elect, which benefit is to be paid where the member would be entitled to a pension or retirement grant under 2 or more regulations in respect of the same period of Scheme membership