

Wiltshire Pension Fund's Administering Authority Discretions Policy

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Approved by the Wiltshire Pension Fund Committee on the date above.

Introduction:

The following policy outlines Wiltshire Pension Fund's approach to exercising the discretions afforded to it with the LGPS Regulations. In all cases, the discretion outlines the normal approach the Fund will use but the Fund reserves the right to waiver from a discretion stated in extraordinary circumstances where the Fund deems it appropriate and reasonable to do so.

Regulatory references

The discretions held within this policy originate from various versions of the LGPS Regulations as shown in the list below. In the interests of brevity, a one or two letter prefix related to each set of Regulations has been used for each regulatory reference within the discretions policy. The prefix used are shown in square brackets.

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

| Policy No | Regulation Reference | Brief Description | Wiltshire Pension Fund's (WPF) Discretion |
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| 1 | R3(5) & RSch 2, Part 3, para 1 | Whether to agree to an admission agreement with a body applying to be an admission body | The Fund's approach to applying to discretion is outlined in its New Employer Policy, as approved by its Committee and updated from time to time. |
| 2 | R4(2)(b) | Whether to agree to an admission agreement with a Care Trust, NHS Scheme employing authority or Care Quality Commission | WPF will accept the admission of a Care Trust, NHS Scheme employing authority or Care Quality Commission subject to the relevant authority meeting the criteria set out in R3(5) & RSch 2, Part3, para 1 and s75 of the NHS Act. Further details are outlined in the Fund's New Employer Policy. |
| 3 | RSch 2, Part 3, para 9(d) | Whether to terminate a transferee admission agreement in the event of: <ul style="list-style-type: none"> - insolvency, winding up or Liquidation of the body - breach by that body of its obligations under the Admission agreement - failure by that body to pay over sums due to the Fund within a reasonable period of being requested to do so | In the first instance, the terms of the relevant Admission Agreement will apply. Where the terms of the relevant Admission Agreement leave the decision open to the Administering Authority, the Administering Authority will cease the admission agreement in the event of insolvency, winding up or liquidation of the body unless there are strong reasons not to do so. If the terms of the Admission Agreement are broken, WPF will try to resolve the matter, where possible, through reasonable means and within a reasonable period (specified by the Administering Authority). If WPF is unable to resolve the matter satisfactorily, WPF will terminate the Admission Agreement. |

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| 4 | RSch 2, Part 3, para 12(a) | Define what is meant by “employed in connection with” in relation to admission agreements. | This applies where an admission agreement states that only those employed in connection with the service have the right to remain in the LGPS. The Administering Authority determines that a member should spend at least 50% of their time on the relevant contract to remain eligible to be an active member in the LGPS unless an individual admission agreement states otherwise in which case the definition outlined in that admission agreement should prevail for that admitted body arrangement. |
| 5 | R22(3)(c) | Pension account may be kept in such form as is considered appropriate. | WPF will maintain a separate pension account as required by legislation within the electronic pension administration system (currently Altair). |
| 6 | TP10(9) | Decide, in the absence of an election from the member within 12 months of ceasing a concurrent employment, which ongoing employment benefits from the concurrent employment which has ceased should be aggregated (where there is more than one ongoing employment). | WPF will proceed with what is considered to be the most advantageous decision to the member at the point of time of processing the case. |
| 7 | R49(1)(c) & B42(1)(c) | Decide, in the absence of an election from the member, which benefit is to be paid where the member would be entitled to a benefits under 2 or more regulations in respect of the same period of Scheme membership. | WPF will proceed with what is considered to be the most advantageous decision to the member at the point of time of processing the case. |
| 8 | L12(5) | Frequency of payment of councillor’s Contributions | N/A for English LGPS Funds |
| 9 | L17(4),(7),(8), & 89(4) & Sch 1 | Whether to extend normal 12-month Period following end of relevant Reserve forces leave for "Cancelling notice" to be submitted by a councillor member requesting that the service should not be treated as relevant | N/A for English LGPS Funds |

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| | | reserve forces service. | |
| 10 | R69(1), L12(5) & L81(1) | Decide frequency of payments to be made over to the Fund by employers and whether to make an admin charge. | This information is outlined in the Fund's charging policy on its website. |
| 11 | R69(4) & L81(5) | Decide form and frequency of information to accompany payments to the Fund | Employers must provide the information set out in Regulation 69(3) of the LGPS Regulations 2013. This must be provided on a monthly basis and in appropriate electronic format as determined by WPF and updated from time to time. |
| 12 | R70 & TP22(2) | Whether to issue employers with notice to recover additional costs incurred as a result of the employer's level of performance | WPF will consider each case on its individual merits and take in consideration the level of cost incurred by the Fund. WPF sets out the procedure and circumstances where costs might be recoverable in its Administration Strategy. |
| 13 | R71(1) & L82(1) | Whether to charge interest on payments by employers overdue by more than 1 month | WPF will follow the procedures outlined in the Fund's Administration Strategy before issuing such a charge. If a charge is issued, then the rate will be 1% above base rate compounded quarterly. |
| 14 | R16(10) | Whether to require a satisfactory Medical before agreeing to an application to pay an Additional Pension Contribution (APC) or Shared Cost APC | WPF will require that a medical certificate from a GP, or another appropriate qualified practitioner, is provided to the Fund by any member wishing to take up an APC/SCAPC for extra pension which would buy upon completion at least £500 of annual pension (in one or more APCs, regardless if paid as a lump or in instalments). The certificate must state that as far as a GP or appropriate qualified practitioner are aware, or can reasonably assess, that there is no reason to believe that the member will retire on ill health grounds before the age of 65 or the member's State Pension Age if later. Any costs obtaining the certificate will be paid for the member. |

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| | | | For the avoidance of doubt, all APCs for “lost pension” do not require a medical certificate |
| 15 | R16(10) | Whether to turn down an application to pay an APC / SCAPC if not satisfied that the member is in reasonably good health. | WPF will assess each case and a decision will be determined on its individual merits. |
| 16 | R16(1) | Whether to turn down a request to pay an APC/SCAPC over a period of time where it would be impractical to allow such a request (e.g. where the sum being paid is very small and could be paid as a single payment). | Except in exceptional circumstances, WPF will turn down a request to pay an APC/SCAPC for extra pension where the contract results in paying in instalments of less than £20 per month. |
| 17 | TP15(1)(d) & A28(2) | Whether to charge member for provision of estimate of additional pension that would be provided by the Scheme in return for transfer of in house AVC/SCAVC funds (where AVC/SCAVC arrangement was entered into before 1/4/14). | Members may request a quote for free that is valid for three months. In the exceptional case that WPF are asked to do another, we reserve the right to make a charge. |
| 18 | R17(12) | Decide to whom any AVC/SCAVC monies (including life assurance monies) are to be paid on death of the member | As per discretion number 45: WPF has absolute discretion when deciding to whom any death grant shall be paid upon the member’s death. In exercising this discretion, WPF will endeavour to comply with the member’s wishes by taking into consideration the nominee(s) stated on a completed ‘expression of wish’ form, where one exists. Where WPF reasonably believes any expression of wish to be invalid or inappropriate for any reason, including if it believes the expression of wish may not have reflected the member’s final wishes, it reserves the right, in accordance with its absolute discretion, to ignore any such wishes as expressed. Where no expression of wish has been made, WPF will consider the claims of anyone appearing to be a relative or |

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| | | | <p>dependant of the member and exercise its absolute discretion accordingly, taking into account the contents of the Will (if one exists). In exceptional circumstances, WPF also reserves the right to pay the death grant to the estate via the personal representatives, if it considers this an appropriate form of action.</p> |
| 19 | R55* | <p>Governance Compliance Statement policy must state whether the admin authority delegates their function or part of their function in relation to maintaining a pension fund to a committee, or an officer of the admin authority and, if they do so delegate, state</p> <ul style="list-style-type: none"> - the frequency of any committee meetings - the terms of reference, structure and operational procedures appertaining to the delegation - whether representatives of employing authorities or members are included and, if so, whether they have voting rights. <p>-The policy must also state the extent to which a delegation, or the absence of a delegation, complies with Sec of State guidance and, to the extent it does not so comply, state the reasons for not complying.</p> <ul style="list-style-type: none"> - The terms, structure and operational procedures appertaining to the local Pensions Board. | <p>WPF has a Governance Compliance Statement on its website.</p> |
| 20 | R54(1) | <p>Whether to set up a separate Admission agreement fund.</p> | <p>The Fund's approach to applying this discretion is outlined in its New Employer Policy and Funding Strategy Statement, which broadly states that each admitted body will be a standalone employer unless a risk-</p> |

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| | | | <p>sharing arrangement is in place which implies or states that the letting body and admitted body should be pooled.</p> <p>Admitted bodies will not be set up as a separate pool.</p> |
| 21 | R58* | Decide on Funding Strategy for inclusion in funding strategy Statement. | WPF's latest Funding Strategy Statement is available for inspection on the WPF's website. |
| 22 | R64(2A) | Whether to suspend, for up to 3 years, an employer's obligation to pay an exit payment where the employer is again likely to have active members within the specified period of suspension. | WPF's approach to applying this discretion is outlined in its Cessation Policy. |
| 23 | R64(4) | Whether to obtain revision of employer's contribution rate if there are circumstances which make it likely a Scheme employer will become an exiting employer. | WPF's approach to applying this discretion is outlined in its Funding Strategy Statement (FSS). |
| 24 | R65 | Decide whether to obtain a new Rates and adjustments certificate if The Secretary of State amends the Benefits Regulations as part of the "cost sharing" under R63. | WPF will consider the likely significance of the impact of any such changes on employer rates and the amount of time remaining before the next triennial valuation before deciding whether the administrative cost of making such a change is justifiable. |
| 25 | R68(2) & L80(5) | Whether to require any strain on Fund costs to be paid "up front" by employing authority following redundancy, flexible retirement, or the waiver (in whole or in part) of any actuarial reduction on flexible retirement or any actuarial reduction that would otherwise have been applied to | <p>WPF will require costs relating to redundancy, flexible retirement and the waiver of any actuarial reduction on flexible retirement to be paid "up front". WPF will invoice for such payments and will require payment to be made within its normal invoice terms.</p> <p>If there is any cost to the fund for deferred benefits being released at the employer's consent before the former member attains age 60</p> |

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| | | benefits which a member voluntarily draws before normal pension age. | these will be recharged to the former employer of the member concerned. The Head of the Wiltshire Pension Fund may allow a different approach in exceptional circumstances, after seeking the advice of the Fund actuary if necessary. |
| 26 | TPSch 2, para 2(3) | Whether to require any strain on Fund costs to be paid “up front” by employing authority if the employing authority “switches on” the 85 year rule for a member voluntarily retiring (other than flexible retirement) prior to age 60, or waives an actuarial reduction under TPSch 2, para 2(1) or releases benefits before age 60 under B30(1) or B30A. | WPF will require costs relating to the employer “switching on” the 85 year rule or waiving an actuarial reduction to be paid “up front”. WPF will invoice for such payments and will require payment to be made within its normal invoice terms. The Head of the Wiltshire Pension Fund may allow a different approach in exceptional circumstances, after seeking the advice of the Fund actuary if necessary. |
| 27 | TSch1 & L83(5) | Extend the 3 month time period for the member to due to capitalise (pay off) of their added year’s contract upon leaving due to redundancy. | WPF will not normally allow an extension of the period of time to capitalise an added years contract except in exceptional circumstances. |
| 28 | A45(3) & L89(3) | Outstanding employee contributions can be recovered as a simple debt or by deduction from benefits. | WPF’s preferred approach is for outstanding employee contributions to be deducted through payroll but where this is not possible it may either accept a recovery as a simple debt (potentially as a deduction from any lump) or to deduct any unpaid employee contributions from benefits as appears appropriate given the circumstances (for example by reducing the service to match the contributions period) |
| 29 | R82(2), A52(2), L95 | Can pay death grant due to personal representatives or anyone appearing to be beneficially entitled to the estate without need for grant of probate/letters of administration | WPF will normally make payments due in respect of deceased persons without the production of probate or letters of administration of estates, where the amounts due are below the amount specified in any order under section 6 of the Administration of Estates (Small Payments) Act 1965. [Currently applies to all death |

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| | | | <p>payments under £5,000].</p> <p>Discretion 45 outlines the Fund's full approach to exercising its discretion over death grants.</p> |
| 30 | R36(3), A56(2), L97(10) | Approve medical advisors used by employers (for ill health benefits) | <p>Except in exceptional circumstances, WPF will approve the use by employers of any suitably qualified and experienced Independent Registered Medical Practitioner (IRMP) they wish to use for ill health purposes.</p> |
| 31 | R76(4), A60(8), L99 | Decide procedure to be followed by admin authority when exercising its stage two IDRPs functions and decide the manner in which those functions are to be exercised | <p>Stage 1 IDRPs will be determined by an independent adjudicator procured by the WPF..</p> <p>Stage 2 IDRPs will be determined by the Administering Authority following a review of the case being undertaken by its actuarial, benefit and governance service provider or another appropriate adviser if deemed necessary by the Administering Authority.</p> |
| 32 | R79(2), A63(2) & L105(1) | Whether Admin. Authority should appeal against employer decision (or lack of a decision) | <p>WPF will only appeal against employer decisions, by approaching the Secretary of State for determination, in exceptional cases where the Fund is adversely affected.</p> <p>In the first instance, regarding all levels of employer decisions, WPF will attempt to resolve the matter with the employer.</p> |
| 33 | R80(1)(b), TP22(1) & A64(1)(b) | Specify information to be supplied by employers to enable admin. authority to discharge its functions | <p>WPF will specify the standard information and actions required by employers, their format, frequency and level of accuracy in an online Employer's Guide and Administration Strategy.</p> |

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| 34 | R59(1) & (2) | Whether to have a written pensions administration strategy and, if so, the matters it should include | WPF has written pension administration strategy and this can be found on the WPF website. |
| 35 | R61* | Communication policy must set out policy on communicating with members, representatives of members, prospective members and employing authorities and format, frequency and method of communications | WPF has written Communication Strategy and this can be found on the WPF website. |
| 36 | TP3(13), A70(1)* & A71(4)(c) & T12 & L109* & L110(4)(b) | Decide policy on abatement of pensions following re-employment | WPF will not abate pensions following re-employment. |
| 37 | R98(1)(b) | Agree to bulk transfer payment | WPF will agree to bulk transfer payments where, with actuarial advice and where necessary with employer consultation, the Fund believes the amount transferred represents a fair valuation of benefits. |
| 38 | R100(6) | Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS | WPF will normally only agree to extend the normal time limit for the acceptance of a transfer value where the employer also agrees to the extension of the normal time limit. However, if a member has expressed an interest within the 12 month period, but there has been a delay in the Fund returning a quote within the 1 period, the Fund may provide a short extension to allow the member to make an election. |
| 39 | R100(7) | Allow transfer of pension rights into the Fund | The Fund accepts all non-club transfers in unless it is agreed otherwise in the terms of the employer's admission agreement or in a separate, formal written agreement between the Fund and employer (and its guarantor, if deemed necessary by the Fund). |
| 40 | R106(6) | Decide procedures applicable to the Local Pension Board | Wiltshire Council as administering authority has determined the |

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| | | | procedures applicable to the Local Pension Board in its full council meeting dated 24 February 2015. Furthermore, the Local Pension Board has a terms of reference in place which is reviewed and updated from time to time and approved by full council. |
| 41 | R107(1) | Decide appointment procedures, terms of appointment and membership of local pension board | Wiltshire Council as administering authority has determined the procedures applicable to the local pension board in its full council meeting dated 24 February 2015 and within the Local Pension Board terms of reference. |
| 42 | TP3(6), TP4(6)(c), TP8(4), TP10(2)(a), TP17(2)(b) & B10(2) | Where member to whom B10 applies (use of average of 3 years pay for final pay purposes) dies before making an election, whether to make that election on behalf of the Deceased member | Where WPF is aware that member's family would have benefited from such an election and the member did not have the opportunity to make the election themselves, WPF will make the election on the member's behalf which provides the largest benefit to the member's family. |
| 43 | L47(1), L47(2), G11(1) & G11(2) | Whether to pay the whole or part of a child's pension to another person for the benefit of that child. | <p>Where there is more than one eligible child WPF will divide a children's pension equally between them.</p> <p>Where a child is under 18, WPF will normally pay the pension to the person who has responsibility for their care with the expectation that the money is used for the benefit of that child (including for day to day expenses). In certain circumstances, WPF may pay the pension to an account in the name of the eligible child, if the carer of the child so wishes.</p> <p>For 'children' aged 18-23 who are still in full-time education, WPF will normally pay the pension into the child's bank account.</p> <p>However, for 'children' aged 18+, who are deemed to have a permanent physical or mental impairment the Fund may pay the pension into a parent's or guardian's account.</p> <p>If the 'child's' incapacity does not prevent them from managing their own affairs, WPF will normally pay the pension into a bank account in the child's name.</p> |

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| 44 | R83, A52A | Whether, where a person is incapable of managing their affairs, to pay the whole or part of that person's pension benefits to another person for their benefit. | <p>If through receipt of a Power of Attorney notice (or an equivalent provision from the court of protection) or through correspondence from a solicitor or GP, the Fund is made aware that a person is unable to manage their own affairs, WPF may pay benefits to a person managing the affairs in accordance with an enduring Power of Attorney or equivalent. WPF will request the 'persons incapable of managing their own affairs' form is completed.</p> <p>Where the individual is a child and under the age of 18, WPF will normally pay their pension to the person who is responsible for the care of that child. The pension is to be applied for the benefit of that child, or paid into a bank account in the name of the child if the carer of the child wishes.</p> |
| 45 | TP17(5) to(8) & R40(2), R43(2) & R46(2) & B23(2) & B32(2) & B35(2) & TSch1 & L155(4) & L38(1) & L155(4) & E8 | Decide to whom death grant is paid | <p>WPF has absolute discretion when deciding to whom any death grant shall be paid upon the member's death.</p> <p>In exercising this discretion, WPF will endeavour to comply with the member's wishes by taking into consideration the nominee(s) stated on a completed 'expression of wish' form, where one exists. Where WPF reasonably believes any expression of wish to be invalid or inappropriate for any reason, including if it believes the expression of wish may not have reflected the member's final wishes, it reserves the right, in accordance with its absolute discretion, to ignore any such wishes as expressed. Where no expression of wish has been made, WPF will consider the claims of anyone appearing to be a relative or dependant of the member and exercise its absolute discretion accordingly, taking into account the contents of the Will (if one exists). In exceptional circumstances, WPF also reserves the right to pay the death grant to the estate via the personal representatives, if it considers this an appropriate form of action.</p> |

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| 46 | RSch 1, TP17(9)(b) & B25 | Decide evidence required to determine financial dependence of cohabiting partner on scheme member or financial interdependence of cohabiting partner and scheme member | The evidence to determine financial dependence or interdependence will be assessed and agreed on a case by case basis and may include, but not be restricted to evidence such as a joint bank account, shared utility bills, joint mortgage arrangements, insurance policies, joint loans, evidence of regular transfers of money between the partners (or from one to the other) etc. |
| 47 | TP17(9)(a), RSch 1, | Decide to treat child as being in continuous education or training despite a break | WPF will treat a child as being in continuous education or training in all cases where the child is under age 18. Where the child is aged between 18 and 23, WPF will ignore all breaks up to 6 months and will ignore longer breaks in exceptional circumstances. |
| 48 | R34(1), B39, T14(3), L50 & L157 | Decide whether to commute small pension | <p>WPF will offer trivial commutation of benefits where the capital value of their LGPS is such that it is possible to pay out in this way regardless of what benefits are held elsewhere (i.e. If the capital value is under £10k and the member left after 31/03/2008 or if they are a dependant and the capital value is under £10k).</p> <p>In other limited circumstances, where the member can demonstrate that all other schemes/funds do not exceed HMRC's limits and all benefits from these funds are commuted within a period of 12 months, the Fund will permit the trivial commutation of benefits. Members are required to provide information on all their pension rights held in a HMRC tax-approved pension arrangement in order for WPF to determine whether the benefits can be commuted. Members are required to declare that all information provided is correct and accurate and that if they are making a false statement they will be liable for any tax charged by HMRC.</p> |

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| 49 | TP3(6), TP4(6)(c), TP8(4), TP4(6)(c), TP8(4), TP10(2)(a), TP17(2)(b) & TSch 1 & L23(9) | Make election on behalf of deceased member with a certificate of protection of pension benefits i.e. determine best pay figure to use in the benefit calculations (pay cuts/ restrictions occurring pre 1.4.08.) | Where WPF is aware that member's family would have benefited from such an election and the member did not have the opportunity to make the election themselves, WPF will make the election on the member's behalf which provides the largest benefit to the member's family. |
| 50 | L147 | Discharge Pension Credit liability (in respect of Pension Sharing Orders for councillors and pre 1.4.08 Pension Sharing Orders for non-councillor members) | WPF will discharge pension credit liabilities by conferring appropriate rights under the scheme on the ex-spouse or ex-civil partner. Alternatively, the ex-spouse or ex-civil partner may request a transfer of those rights to a HMRC tax-approved pension arrangement |
| 51 | F7 | Whether to pay spouse's pensions for life for pre 1.4.98 retirees / pre 1.4.98 deferreds who die on or after 1.4.98 (rather than easing during any period of remarriage or cohabitation) | WPF will pay a spouses pension for life. |
| 52 | R30(8)*, TP3(1), TPSch 2 para 2(1), B30(5) and B30A(5)* | Whether to waive, in whole or in part, actuarial reductions on benefits drawn before Normal Pension Age (Where employer has become defunct) | WPF will refer requests to be considered by the Head of the Wiltshire Pension Fund and assessed on their merits taking into account such factors as costs and the views of any employer which has inherited responsibility for the liabilities. |
| 53 | TPSch 2, para 1(2)* | Whether to "switch on" the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60 (Where employer has become defunct) | WPF will refer requests to be considered by the Head of the Wiltshire Pension Fund and assessed on their merits taking into account such factors as costs and the views of any employer which has inherited responsibility for the liabilities. |
| 54 | B30(2)* & B30A(3)* | Whether to grant application for early payment of deferred benefits or a suspended tier 3 ill health pension on or after age 55 and before age 60 (Where employer has become defunct) | N/A – legislation has changed. |

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| 55 | B30(5)* & B30A(5)* | Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early (Where employer has become defunct) | WPF will refer requests to be considered by the Head of the Wiltshire Pension Fund, in consultation with the funding employer if relevant to be decided on a case by case basis |
| 56 | R32(7) | Whether to extend the time limits within which a member must give notice of the wish to draw benefits before normal pension age or upon flexible retirement. | WPF will extend the time limit that a member must advise the fund of their intention to receive their benefits within reason. |