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## **Wiltshire Pension Fund - Administering Authority Discretions 2015**

Discretions made under the following LGPS Regulations approved by the Fund's Committee on 10 December 2015:

- **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
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	<p><b>Wiltshire Council's Chief Financial Officer has delegated responsibility for approval of admission agreements with Admission Bodies (ABs) regardless of the number of scheme entrants where:</b></p> <ul style="list-style-type: none"> <li>• they arise from transfers of existing LGPS scheme members (either in the Wiltshire Pension Fund (WPF) or another LGPS Fund); and</li> <li>• the original scheme employer (or another local authority with a "community of interest") provides a guarantee to the WPF of equivalent security to that which would have been given under the Regulations had the admission been a Transferee Admission Body.</li> </ul> <p>Applications from potential ABs which do not satisfy the terms above, but where the expected active membership within the WPF at the date of admission would be at least 10 people, will be decided by the WPF Committee assuming the applicant satisfactorily passes a risk assessment.</p>
2	R4(2)(b)	Whether to agree to an admission agreement with a Care Trust, NHS Scheme employing authority or Care Quality Commission	<p><b>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) &amp; RSch 2, Part3, para 1.</b></p>
3	RSch 2, Part 3, para 9(d)	<p>Whether to terminate a transferee admission agreement in the event of:</p> <ul style="list-style-type: none"> <li>- insolvency, winding up or Liquidation of the body</li> <li>- breach by that body of its obligations under the Admission agreement</li> <li>- failure by that body to pay over sums due to the Fund within a reasonable</li> </ul>	<p><b>In the first instance, the terms of the relevant Admission Agreement will apply.</b></p> <p><b>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</b></p>

		period of being requested to do so	<b>are broken, WPF will try to resolve the matter, where possible, through reasonable means. If WPF is unable to resolve the matter satisfactorily, WPF will terminate the Admission Agreement.</b>
4	RSch 2, Part 3, para 12(a)	Define what is meant by “employed in connection with”.	<b>This applies where an admission agreement states that only those employed in connection with the service have the right to remain in the LGPS. 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.</b>
5	R22(3)(c)	Pension account may be kept in such form as is considered appropriate	<b>WPF will maintain a separate pension account as required by legislation within the electronic pension administration system (Altair).</b>
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)	<b>WPF will proceed with what is considered to be the most advantageous decision to the member.</b>
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	<b>WPF will proceed with what is considered to be the most advantageous decision to the member.</b>
8	L12(5)	Frequency of payment of councillor’s Contributions	<b>Councillor’s contributions are to be paid by the 19th of the month following the end of the pay period in which the deductions from pay were made.</b>
9	L17(4),(7),(	Whether to extend normal 12 month	<b>WPF will extend the normal 12 month period when it can be</b>

	8), & 89(4) & Sch 1	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 reserve forces service	<b>reasonably shown that the member was not informed of this right.</b>
<b>10</b>	<b>R69(1), L12(5) &amp; L81(1)</b>	Decide frequency of payments to be made over to the Fund by employers and whether to make an admin charge.	<b>Employers are required to pay the following payments:</b>  <b>a) Employer and Employee contributions – to be paid by the 19th of the month following the end of the pay period in which the deductions from pay were made;</b>  <b>b) Pension Strain costs – to be paid within 30 days of the invoice date prepared by WPF;</b>  <b>c) Administration costs – No direct charge will be levied against employers. WPFs actuary will apportion costs at each valuation and these will be reflected within the employer contribution rates;</b>  <b>d) Employer performance charges – to be paid to WPF within 30 days of the formal written notification and invoice.</b>
<b>11</b>	<b>R69(4) &amp; L81(5)</b>	Decide form and frequency of information to accompany payments to the Fund	<b>Employers must provide the information set out in <a href="#">Regulation 69(3)</a> of the LGPS Regulations 2013. This must be provided on a monthly basis and in appropriate electronic format as agreed by WPF.</b>
<b>12</b>	<b>R70 &amp; TP22(2)</b>	Whether to issue employers with notice to recover additional costs incurred as a result of the employer's level of performance	<b>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.</b>
<b>13</b>	<b>R71(1) &amp; L82(1)</b>	Whether to charge interest on payments by employers overdue by more than 1	<b>WPF will follow the procedures outlined in the Fund's Administration Strategy before issuing such a charge. If a charge is issued then the</b>

		month	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	<b>WPF will require that any member wishing to take up APC/SCAPC where the contributions will be paid monthly, obtains a medical certificate from a GP or another appropriate qualified medical practitioner at the cost of the member stating that as far as they are aware, or can reasonably assess, that they have no reason to believe that the member will retire on health grounds before the age of 65 or the members State Pension Age if later.</b>
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.	<b>WPF will assess each case and a decision will be determined on its individual merits.</b>
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)	<b>WPF will turn down a request to pay an APC/SCAPC where the contract is less than £20 per month.</b>
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)	<b>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.</b>
18	R17(12)	Decide to whom any AVC/SCAVC monies (including life assurance monies) are to be paid on death of the member	<b>WPF will endeavour to comply with the members wishes by taking into consideration the nominee(s) stated on a completed WPF 'expression of wish' form. However, if WPF has a reasonable reason to believe the member would have no longer wished the stated person(s) to be the nominee(s), or because their nomination is no</b>

			<p>longer valid (i.e. they have died), or WPF have reasons to believe that alternative beneficiaries should be taken into consideration then WPF reserves the right to use its absolute discretion when deciding to whom any AVC/SCAVC monies are to be paid upon the members' death. Where WPF is unable to pay any AVC/SCAVC monies to a stated nominee, either because none is stated or for the reasons above, WPF will make payment to the person's estate.</p>
19	R55*	<p>Governance 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, a sub-committee or an officer of the admin authority and, if they do so delegate, state</p> <ul style="list-style-type: none"> <li>- the frequency of any committee or sub-committee meetings</li> <li>- the terms of reference, structure and operational procedures appertaining to the delegation</li> <li>- whether representatives of employing authorities or members are included and, if so, whether they have voting rights.</li> <li>-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.</li> <li>-The terms, structure and operational procedures appertaining to the local Pensions Board</li> </ul>	<p>WPF has a Governance Policy on its website. It can be found <a href="#">here</a>.</p>

20	R54(1)	Whether to set up a separate Admission agreement fund	<b>New admitted bodies will be set up as standalone employers within the Fund unless all the parties to the admission agreement agree to allow to the admitted bodies pension assets and liabilities to remain merged with the letting authority.</b>
21	R58*	Decide on Funding Strategy for inclusion in funding strategy Statement	<b>WPFs Funding strategy is available for inspection on the WPFs website. <a href="http://www.wiltshirepensionfund.org.uk/funding-strategy-2013.pdf">www.wiltshirepensionfund.org.uk/funding-strategy-2013.pdf</a></b>
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	<b>WPF will not normally use this discretion unless there is a specific business case. In which case, following consultation with the Fund's actuary, WPF reserves the right to use this discretion after considering each case on its merits.</b>
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	<b>WPFs policy is to obtain a 'cessation valuation' when the admission agreement terminates. WPF's approach to the cessation valuation is contained in the WPF's cessation policy which is available on WPFs website. <a href="http://www.wiltshirepensionfund.org.uk/cessation-policy.pdf">www.wiltshirepensionfund.org.uk/cessation-policy.pdf</a></b>
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	<b>WPF will consider the likely extent 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.</b>
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 benefits which a member voluntarily	<b>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. If there is any cost to the fund for deferred benefits being released at the employers consent before the former member attains age 60 these will be recharged to the former employer of the member concerned.</b>

		draws before normal pension age	
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.	<b>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.</b>
27	TSch1 & L83(5)	Extend time period for capitalisation of added years contract	<b>WPF will favourably view an extension of the period of time to capitalise an added years contract where it benefits all parties involved.</b>
28	A45(3) & L89(3)	Outstanding employee contributions can be recovered as a simple debt or by deduction from benefits	<b>WPF will normally deduct any unpaid employee contributions from benefits.</b>
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	<b>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 payments under £5,000].</b>
30	R36(3), A56(2), L97(10)	Approve medical advisors used by employers (for ill health benefits)	<b>WPF requires each employer to provide details of the Independent Registered Medical Practitioner (IRMP) they wish to use for ill health purposes and will provide WPF with evidence of the medical qualifications held. If satisfied, WPF will approve the IRMP and maintain a list on WPFs website of the name and contact details of the approved IRMP.</b>



31	R76(4), A60(8), L99	Decide procedure to be followed by admin authority when exercising its stage two IDRPs and decide the manner in which those functions are to be exercised	<b>Stage 1 IDRP will be determined by Mr Barry Mack of Muse Advisory. Stage 2 IDRP will be determined by the Administering Authority following a review of the case being undertaken by Hymans Robertson.</b>
32	R79(2), A63(2) & L105(1)	Whether Admin. Authority should appeal against employer decision (or lack of a decision)	<b>WPF will only appeal against employer decisions, by approaching the Secretary of State for determination, in exceptional cases where the Fund is adversely affected. In the first instance, regarding all levels of employer decisions, WPF will attempt to resolve the matter with the employer in the first instance.</b>
33	R80(1)(b), TP22(1) & A64(1)(b)	Specify information to be supplied by employers to enable admin. authority to discharge its functions	<b>WPF will specify the standard information and actions required by employers, their format, frequency and level of accuracy in an online <a href="#">Employer's Guide</a> and <a href="#">Administration Strategy</a>.</b>
34	R59(1) & (2)	Whether to have a written pensions administration strategy and, if so, the matters it should include	<b>WPF has written pension administration strategy and this can be found on the WPF website.</b>
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	<b>WPF has written Communication Strategy and this can be found on the WPF website. <a href="http://www.wiltshirepensionfund.org.uk/communications-policy-2015.pdf">www.wiltshirepensionfund.org.uk/communications-policy-2015.pdf</a></b>
36	TP3(13), A70(1)* & A71(4)(c) & T12 &	Decide policy on abatement of pensions following re-employment	<b>WPF will not abate pensions following re-employment.</b>

	L109* & L110(4)(b)		
37	R98(1)(b)	Agree to bulk transfer payment	<b>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.</b>
38	R100(6)	Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS	<b>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.</b>
39	R100(7)	Allow transfer of pension rights into The Fund	<b>WPF will allow members to transfer in pension rights in subject to the transferring scheme meeting legislative requirements. WPF reserves the right to obtain actuarial advice if the Fund feels that the acceptance of a transfer may create a substantial liability to the Fund.</b>
40	R106(6)	Decide procedures applicable to the local pension board	<b>Wiltshire Council as administering authority has determined the procedures applicable to the local pension board in its full council meeting dated 24 February 2015.</b>
41	R107(1)	Decide appointment procedures, terms of appointment and membership of local pension board	<b>Wiltshire Council as administering authority has determined the procedures applicable to the local pension board in its full council meeting dated 24 February 2015</b>
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	<b>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.</b>
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	<b>Where there is more than one eligible child WPF will divide a children's pension equally between them. Where a child is under 18 WPF will normally pay their pension to the person who has the care of the child, to be applied for the benefit of that child, or to an account in the name of the eligible child if the carer of the child so wishes.</b>
44	R83, A52A	Whether, where a person is incapable of managing their affairs, to pay the whole	<b>WPF will determine whether the individual is by reason of mental disorder or otherwise incapable of managing their affairs. If this is</b>

		or part of that person's pension benefits to another person for their benefit.	<p><b>the case, WPF will pay benefits to a person managing the affairs in accordance with an enduring Power of Attorney or correspondence received from a solicitor.</b></p> <p><b>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.</b></p>
<b>45</b>	<b>TP17(5) to (8) &amp; R40(2), R43(2) &amp; R46(2) &amp; B23(2) &amp; B32(2) &amp; B35(2) &amp; TSch1 &amp; L155(4) &amp; L38(1) &amp; L155(4) &amp; E8</b>	Decide to whom death grant is paid	<b>WPF will endeavour to comply with the members wishes by taking into consideration the nominee(s) stated on a completed WPF 'expression of wish' form. However, if WPF has a reasonable reason to believe the member would have no longer wished the stated person(s) to be the nominee(s), or because their nomination is no longer valid (i.e. they have died), or WPF have reasons to believe that alternative beneficiaries should be taken into consideration then WPF reserves the right to use its absolute discretion when deciding to whom any death grant is to be paid upon the members' death. Where WPF is unable to pay the death grant to a stated nominee, either because none is stated or for the reasons above, WPF will make payment to the person's estate.</b>
<b>46</b>	<b>RSch 1, TP17(9)(b) &amp; B25</b>	Decide evidence required to determine financial dependence of cohabiting partner on scheme member or financial interdependence of cohabiting partner and scheme member	<b>The evidence to determine financial dependence or interdependence will be assessed and agreed on a case by case basis and will include but not be restricted to items such as evidence of a joint bank account, shared utility bills, joint mortgage arrangements, insurance policies, joint loans etc.</b>
<b>47</b>	<b>TP17(9)(a), RSch 1,</b>	Decide to treat child as being in continuous education or training despite a break	<b>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.</b>

48	R34(1), B39, T14(3), L50 & L157	Decide whether to commute small pension	<b>WPF will offer commutation of benefits where the capital value of their LGPS and all other scheme's/fund's do not exceed HMRC's limits and all benefits from these funds are commuted within a period of 12 months. 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.</b>
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.)	<b>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.</b>
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)	<b>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</b>
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)	<b>WPF will pay a spouses pension for life.</b>
52	R30(8)*, TP3(1), TPSch 2	Whether to waive, in whole or in part, actuarial reductions on benefits drawn before Normal Pension Age (Where	<b>WPF will refer requests to be considered by Wiltshire Council's Associate Director for Finance and assessed on their merits taking into account such factors as costs.</b>

	para 2(1), <b>B30(5)</b> and <b>B30A(5)*</b>	employer has become defunct)	
<b>53</b>	<b>TPSch 2,</b> 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)	<b>WPF will only exercise this discretion in exceptional circumstances and will refer requests to be considered by WPFs Committee after full consideration of the costs that would apply.</b>
<b>54</b>	<b>B30(2)* &amp;</b> <b>B30A(3)*</b>	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)	<b>WPF will refer requests to be considered by Wiltshire Council’s relevant Service Director in conjunction with the Associate Director for Finance. Each case will be assessed on its merits taking into account factors such as costs.</b>
<b>55</b>	<b>B30(5)* &amp;</b> <b>B30A(5)*</b>	Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early.	<b>WPF will refer requests to be considered by WPFs Committee. Individual circumstances will be reviewed and assessed against the Oxford Dictionaries definition of compassion – “inclined to pity or mercy”.</b>
<b>56</b>	<b>R32(7)</b>	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.	<b>WPF will extend the time limit that a member must advise the fund of their intention to receive their benefits.</b>