


Lancashire County Pension Fund Discretionary Policy Statement

March 2019

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**Lancashire County Pension Fund
Discretionary Policy Statement as revised March 2019**

The document below contains the discretionary policies of Lancashire County Council, as "Administering Authority" for the Lancashire County Pension Fund, in respect of the Local Government Pension Scheme Regulations:

These discretions are specifically made under the legislation contained within the following legislation:

- the Local Government Pension Scheme Regulations 2013 [prefix R]
- the Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) 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]
- the Local Government Pension Scheme Regulations 1995 (as amended) [prefix S]
- the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2000 (as amended) [prefix C]

* Denotes regulations where the policy statements are mandatory for the administering authority

<u>Discretion</u>	<u>Regulation</u>	<u>Statement</u>
Whether to agree to an admission agreement with a Care Trust, NHS Scheme employing authority or care Quality Commission	R4(2)(b)	See separate admissions and termination policy. - Lancashire Fund Information An application for an admission agreement from a Care Trust will be accepted on the basis that a guarantee will exist (or if in doubt, be explicitly provided) by either the NHS or the Local Authority as part of partnership working arrangements, or ultimately the Treasury in the event that a trust failed.
Whether to agree to an admission agreement with a body applying to be an admission body	R3(1A), R3(5) & RSch 2, Part 3, para 1	See separate admissions and termination policy. - Lancashire Fund Information Where the admission arrangement is requested as a result of the transfer of services or assets from a Scheme employer or relates to a body that exists as a result of being specifically set up by a local authority/s then these will generally be accepted subject to an acceptable risk assessment and guarantee of security for the Fund. Other applications for admission will normally be refused unless exceptional circumstances are identified and again subject to an acceptable risk assessment and guarantee of security for the Fund.
Whether to agree that an admission agreement may take effect on a date before the date on which it is executed	RSch 2, Part 3, para 14	See separate admissions and termination policy. - Lancashire Fund Information Where the admission arrangement is requested as a result of the transfer of services or assets from a Scheme employer and the execution of the admission agreement is delayed, the Fund will agree to admission agreements being backdated where the admitted body route has been chosen and agreed by the relevant parties prior to the contract being issued. Other types of admission arrangements will not be backdated unless exceptional circumstances are identified.
Whether to terminate an 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 	RSch 2, Part 3, para 9(d)	See separate admissions and termination policy. - Lancashire Fund Information In the event of insolvency, winding up or liquidation the Fund would always terminate the agreement A breach by the admission body of any of its obligations under the admission agreement or the Regulations would also lead to steps to terminate the agreement provided that the Administering Authority shall, if the breach is capable of remedy, first afford to the Admission Body the opportunity of remedying that breach within such reasonable period (being not less than twenty (20) Business Days) as the Administering Authority may specify. In the specific event of an admission body failing to pay any sums due to the Administering Authority or to the Fund within the periods specified in the admission agreement or in the Regulations or in any other case within thirty (30) calendar days of receipt of a written notice from the Administering Authority requiring the admission body to do so, then the agreement would be terminated. Under these circumstances the Administering Authority shall first issue a notice to the admission body requiring it to pay such outstanding sums within such reasonable period (being not less than ten (10) Business Days) as the Administering Authority may specify, and may only proceed to terminate the agreement if the admission body fails to pay the requested sums within such specified period. Should the admission body fail to procure, renew or adjust the level of the bond, indemnity, or guarantee in accordance with the specific terms set out in the admission agreement then the agreement would be terminated.

Define what is meant by “employed in connection with” in relation to an admission arrangement as a result of the transfer of services or assets from a Scheme employer	RSch 2, Part 3, para 12(a)	See separate admissions and termination policy. - Lancashire Fund Information “employed in connection with” shall mean that an Eligible Employee is employed by the Admission Body on the basis that in any six (6) month period an Eligible Employee spends not less than fifty per cent (50%) of his time whilst working on matters directly relevant to the Contract. For the avoidance of doubt, when assessing the time spent working on matters directly relevant to the Contract the Admission Body should take into account a range of factors including (but not limited to) the time spent on different parts of the business, the value given to each part of the business, the contract of employment and how the costs of that employee are dealt with.
Whether to set up a separate admission agreement Fund	R54(1)	See separate admissions and termination policy. - Lancashire Fund Information The Fund does not currently operate a separate fund for specified employers who participate by means of an admission agreement.
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.	R64(2A)	See separate admissions and termination policy. - Lancashire Fund Information The regulations allow the Fund to suspend (by issuing a "suspension notice") an exiting employer's liability for an exit payment for any period up to 3 years. This is only possible where, in the reasonable opinion of the administering authority, the body is likely to have one or more active members in relation to the Fund within the period specified in the suspension notice. On this point, the Fund will always seek to recover the exit payment due at the point no more active members exist, unless it can be demonstrated that exceptional circumstances apply to allow a suspension period to apply.
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	R64(4)	See separate admissions and termination policy. - Lancashire Fund Information
Whether to extend the period beyond 3 months from the date an Employer ceases to be a Scheme Employer, by which to pay an exit credit.	R64(2ZA)	Where an exit valuation identifies a surplus in the Fund that is due to be paid to an exiting employer, the Fund will, unless otherwise agreed with the employer, pay the exit credit to the employer within 3 months of the later of the exit date and the date when the employer has provided all the necessary information and payments required by the Fund to enable the Scheme Actuary to calculate the final liabilities on exit.
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)	R16(1)	The monthly amount must be more than £10 otherwise payment must be made as a single lump sum payment.

Whether to require a satisfactory medical before agreeing to an application to pay an APC / SCAPC	R16(10)	<p>Where a member elects to pay an APC/SCAPC a medical declaration should also be completed and permission granted for the Fund to obtain further information regarding absence from their employer. Occasionally, the member will be required to attend a medical examination at their own expense.</p> <p>Generally applications will be approved where:</p> <ul style="list-style-type: none"> • The medical practitioner's report confirms that the member is in reasonably good health; • There are exceptional circumstances. <p>Applications will not be granted where:</p> <ul style="list-style-type: none"> • The member refuses to complete the medical declaration form; • The member refuses to attend a medical examination at their own expense when requested by the Fund in connection with an application to pay an APC/SCAPC; • On receipt of the medical practitioner's report, the Fund is not satisfied that the member is in reasonably good health. <p>Decisions regarding the above are delegated to the Deputy Director for Member Operations at the Local Pensions Partnership</p>
Decide to whom any AVC/SCAVC monies (including life assurance monies) are to be paid on death of the member	R17(12)	This should match and be included with current policy concerning discretion to pay death grants. However we only have absolute discretion over who to pay that sum to, provided the member left the LGPS on or after 1 April 2014 and drew their benefits on or after 14 May 2018. Otherwise, we must pay any AVC lump sum to the estate.
Pension accounts may be kept in such form as is considered appropriate	R22(3)(c)	The LCPF uses the Altair software to maintain member pension accounts in an electronic format.
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)	TP10(9)	Where an active member with concurrent employments ceases an employment with entitlement to a deferred pension, the benefits in the deferred member's pension account must be aggregated with those in the ongoing active member's pension account and, if there is more than one such account, the one chosen by the member. If the member does not choose an account (where there is more than one active account) then the Fund will amalgamate with the active account yielding the highest benefit accrual at the relevant date.
Whether to waive, in whole or in part, actuarial reductions on benefits paid on flexible retirement; where a member voluntarily draws before normal pension age; or where a member has applied for early release of deferred benefits and left before 1 April 2014	R30(8) TPSch 2, para 1(2), ,1 (1) (c), 1 (1) (f), para 2 (1) R60, TP3(1), TPSch 2, para 2(1), B30(5), and B30A(5)*	Although normally an Employer discretion, if the employer has become defunct then the Fund must exercise their discretion. The Fund would not normally agree to waive reductions unless exceptional circumstances are identified.

<p>Grant application for early payment of deferred benefits from a pre-01 April 1998 leaver, on or after age 50 (but before age 55) on compassionate grounds.</p>	<p>TP3(5A)(vi), TL4, L106(1) & SD11(2)(c)</p>	<p>Although normally an Employer discretion, if the employer has become defunct then the Fund must exercise their discretion. The Fund would not normally agree to an application for early payment of deferred benefits unless exceptional circumstances are identified</p>
<p>Whether to require any strain on Fund costs to be paid "up front" by employing authority following payment of benefits under (flexible retirement), (redundancy / business efficiency), or the waiver (in whole or in part) of any actuarial reduction that would otherwise have been applied to benefits which a member voluntarily draws before normal pension age or to benefits drawn on flexible retirement</p>	<p>R68(2) TPSch 2 para 2(3) & L80(5)</p>	<p>All pension strain payments are required to be made by the employer as a single lump sum payment unless exceptional circumstances can be identified. This payment is due as close as possible to the event itself and will be collected in accordance with LCC's debt management policy.</p>
<p>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</p>	<p>R32(7)</p>	<p>On the assumption that the scheme employer has already taken a decision to either let a member retire early or take flexible retirement from a given date, then the Fund will agree to an extension if necessary.</p>
<p>Decide whether to commute small pensions</p>	<p>R34(1), B39, L49, & T14(3)</p>	<ul style="list-style-type: none"> • All 'small' pensions will be commuted in accordance with relevant regulations, actuarial guidance and prescribed limits, unless exceptional circumstances apply • Where a child's pension is being commuted and that child is aged 16 or over then the administering authority is required to make a decision on the length of time the child is expected to remain in full time education in assessing the payment due, up to an upper limit of the child's 23rd birthday. In circumstances where the child is in full time education at the time of any commutation payment then this will be calculated on the basis that the child will remain in full time education until 23. • An incapacitated child under the age of 17 in receipt of a pension will not be commuted until they reach the age of 17 in line with the Government Actuary Department's guidance. • Any non-commuted trivial pensions will be paid monthly, unless exceptional circumstances apply <p>The Deputy Director for Member Operations at the Local Pensions Partnership will determine whether exceptional circumstances apply, on a case-by-case basis, in respect of both statements above.</p>

Decide whether to commute benefits due to exceptional ill-health (including Pension Credit members where the effective date of the Pension Sharing Order was pre 1 April 2014 or where the effective date of the Pension Sharing Order is after 31 March 2014 but the debited member had no post 31 March 2014 membership of the 2014 Scheme).	L50 & L157	<p>Serious ill health commutation is a protected provision only available to members who left on or after 1 April 1998 and before 1 April 2008, active councillor members and councillors who left after 01/04/1998 and Pension credit members still subject to the 1997 regulations.</p> <p>The provision, where applicable, will be offered to members in all cases where medical evidence is satisfactory, but is never enforced. The medical evidence required will take the form of a certificate from a fully registered person within the meaning of the Medical Act 1983 stating that the member's life expectancy is less than one year.</p>
Approve medical advisors used by employers (for ill health benefits)	R36(3),L97(10) & A56(2)	Unless exceptional circumstances are identified IRMP's will always be approved where the qualification criteria set out under the regulations is met.
Decide to whom death grant is paid	TP17(5) to (8), R40(2), R43(2), R46(2), B23(2) & B32(2), B35(2),TSch1,L95, L155(4), L38(1), & SE8	See Death Grants Policy - Lancashire Pension Fund Death Grant Policy
Whether to make payments due in respect of a deceased person to personal representatives or anyone appearing to be beneficially entitled to the estate without need for grant of probate / letters of administration where payment is less than amount specified in s6 of the Administration of Estates (Small Payments) Act 1965	R82(2) ,A52(2) & L95	<p>This relates to o/s pension payments as well as death grants which are not paid under TP17(5) to (8) & R40(2), R43(2) & R46(2). Anything under £5000 can be paid potentially using a form of indemnity. The Fund will make payments for outstanding balances of pension payments on production of a form of indemnity, however death grant payments will follow the procedure set out in the Lancashire Pension Fund Death Grant Policy</p>
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.	R83, B27(5), L47(2), A52A & SG11(2)	<p>Where in the Fund's opinion a member is unable to manage their own affairs, then having considered the individual circumstances of the particular case they may decide to pay some or all of the benefits to someone else, to be applied for the benefit of the member. In such cases a medical declaration will be required signed by a GP or consultant. However where the annual pension exceeds £3,000 per annum, or otherwise as determined by the Fund, then Lasting Power of Attorney or Deputyship arrangement will be required to be in place.</p> <p>In respect of children's pensions the Fund will pay a pension in respect of a child under the age of 18 or any age if the child is incapacitated to either a parent, legal guardian or a person with lasting power of attorney</p>

Decide, in the absence of an election from the member, which benefit is to be paid where the member would be entitled to a benefit under 2 or more regulations in respect of the same period of Scheme membership	R49(1)(c) & B42(1)(c)	In these circumstances the Fund will choose the provision of benefits that would provide the greater benefits when actuarially valued.
<p>The Governance Compliance Statement must state whether the admin authority delegates their function of 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"> - the frequency of any committee or sub-committee meetings - the terms, 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</p> <ul style="list-style-type: none"> - 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, and - the terms, structure and operational procedures appertaining to the local 	R55*	<p>See existing policy</p> <p>Governance Compliance Statement</p>
Decide on funding strategy for inclusion in the funding strategy statement	R58*	<p>See existing policy</p> <p>Funding Strategy Statement</p>
Whether to have a written pensions administration strategy and, if so, the matters it should include	R59(1) & (2)	<p>See existing policy</p> <p>Pensions Administration Strategy Statement</p>

The Communication policy must set out the policy on provision of information and publicity to, and communicating with, members, representatives of members, prospective members and Scheme employers; the format, frequency and method of communications; and the promotion of the Scheme to prospective members and their employers.	R61*	See existing policy Lancashire County Pension Fund Communication Policy
Decide frequency of payments to be made over to Fund by employers and whether to make an admin charge.	R69(1), L81(1) & L12(5)	An administration charge is incorporated within an employer's contribution rate. All employee and employer contributions made to the Fund must be paid on a monthly basis before the 19th of the month following that in which they were deducted.
Decide form and frequency of information to accompany payments to the Fund	R69(4) & L81(5)	Contribution payments must be made by direct debit. Where exceptional circumstances are identified then payment can be made by BACS with an associated £50 plus vat charge per monthly submission. The associated information regarding pensionable pay and contributions deducted should be in the form of a monthly file uploaded through the Fund's "Employer Pension Information Collection" system (EPIC). Employers should submit files by 6th of the month following pay period end.
Whether to issue the employer with notice to recover additional costs incurred as a result of the employer's level of performance	R70 & TP22(2)	See Pensions Administration Strategy Statement (PASS) Pensions Administration Strategy Statement
Whether to charge interest on payments by employers which are overdue	R71(1) & L82(1)	The Fund may charge interest on a case-by-case basis as set out in the Pensions Administration Strategy Statement . Any interest payable would be charged at 1% above base rate.
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	R76(4) & TP23	The Appeals procedure is set out within the following guide for employees. Internal Disputes Resolution Procedure guide
Whether the administering authority should appeal against an employer decision (or lack of a decision)	R79(2), & TP23	An appeal will be made to the secretary of state in circumstances where it can be demonstrated that the employer has acted outside of the parameters of the LGPS regulations.

Specify information to be supplied by employers to enable the administering authority to discharge its functions	TP23, R80(1)(b) & TP22(1)	The Fund requires Employers to adhere to the Pensions Administration Strategy Statement as well as the guidance provided by the Employers administrative procedures manual contained within the employers area of the Fund's website.
Agree to bulk transfer payment	R98(1)(b)	Where appropriate, having taken advice from the Scheme Actuary and where the Fund is satisfied that the members rights acquired under bulk transfer terms under the new scheme are at least equivalent to those which would have obtained if individual transfer values had been paid, then the Fund will agree to a bulk transfer payment.
Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS	R100(6)	This is an Employer and Administering Authority discretion. The Fund will only agree to extend the time limit where the appropriate employer has also agreed to extend the time limit, unless the Fund determines that exceptional circumstances apply, which would deem an extension detrimental to the Fund.
Allow transfer of pension rights into the Fund	R100(7)	The Fund will accept transfer values from other pension arrangements
Where member applies to use pay protection using an average of 3 years pay for final pay purposes or a certificate of protection and dies before making an election, the Fund may make that election on behalf of the deceased member	TP3(6), TP4(6)(c), TP8(4), TP10(2)(a), TP17(2)(b), TSch 1, L23(9) & B10(2)	Where it appears to the Fund that if the member had made such an election it would have been beneficial in the calculation of death benefits then the Fund will make the election on behalf of the deceased member.
Decide to treat child (who has not reached the age of 23) as being in continuous full-time education or vocational training despite a break	RSch 1, & TP17(9)(a)	Consideration needs to be given to each case to identify whether the break is fundamental to the overall qualification, or whether it was a true break. The spirit of the regulation is to permit reinstatement of the pension where the break was part of the overall qualification plan.

Decide evidence required to determine financial dependence of cohabiting partner on scheme member or financial interdependence of cohabiting partner and scheme member	RSch 1 & TP17(9)(b)	Evidence of financial interdependency or dependency will be required at the time of death and can include confirmation of shared household spending or extra living expenses for the partner on the member's death. This can be demonstrated in any of the following ways: <ul style="list-style-type: none"> • a joint mortgage or tenancy • a joint bank account • joint savings and investment accounts • a joint credit arrangement • being the beneficiary of a will • being the beneficiary of life assurance • household bills in joint names
Decide policy on abatement of pre 1 April 2014 element of pensions in payment following re-employment	TP3(13), A70(1), A71(4)(c), T12, L109 & L110(4)(b)	Only members in receipt of ill-health pensions will be subject to abatement where the aggregate of the pension in payment and the earnings in the new employment exceed the rate of pay on leaving the first employment.
Extend time period for capitalisation of added years contract when the member has left on the grounds of redundancy.	TP15(1)(c), TSch1 & L83(5)	An extension for an election to pay a lump sum to capitalise an added years contract will not be permitted beyond the time limit set by the regulations (not later than the expiry of the period of three months beginning on the day after the member leaves employment) unless it can be demonstrated to the satisfaction of the administering authority that the person's delay in giving notice is caused by an error or oversight on the part of the administering or employing authority.
Decide whether to delegate any administering authority functions under the Regulations	R105(2)	The Local Pensions Partnership administer the Lancashire County Pension Fund on behalf of the administering authority, Lancashire County Council. Specific delegation to the local Pensions Partnership on discretionary policy areas are, where appropriate, set out elsewhere in this document.
Decide whether to establish a joint local pensions board (if approval has been granted by the Secretary of State)	R106(3)	The Lancashire County Pension Fund have established a Local Pension Board representing the Lancashire Fund only.
Decide procedures applicable to the local pensions board	R106(6)	Terms of reference and procedures are detailed at the following link. Lancashire Local Pension Board - Terms of reference
Decide appointment procedures, terms of appointment and membership of local pension board	R107(1)	See above

Outstanding employee contributions can be recovered as a simple debt or by deduction from benefits	A45(3), R85(3) & L89(3)	Each case will be assessed on an individual basis and an agreed recovery plan for contributions will be introduced which allows for the recovery over the shortest period of time taking account the financial wellbeing of the member. Where a member is near to retirement or exceptional circumstances are identified then the outstanding contributions will be deducted from benefits when they are due.
Apportionment of children's pension amongst eligible children (children of councillor members and children of post 31.3.98. / pre 1.4.08. leavers)	L47(1) & SG11 (1)	To comply with the wording of the current LGPS regulations benefits would be payable in equal shares to eligible children.
Timing of pension increase payments by employers to fund (pre 1.4.08. leavers)	L91(6)	Pensions increase is now a funded payment however some historical payments of pensions increase are still recharged. The normal position is for monthly payments to be made, however there are exceptional cases where the Fund allows for payments to be made either quarterly or annually.
Whether to pay spouses pensions for life for pre 1.4.98 retirees / pre 1.4.98 deferreds who die on or after 1.4.98. (rather than ceasing during any period of remarriage or co-habitation)	SF7	<p>The Fund will continue to pay spouses benefits that are in payment for life, rather than cease the benefits should the spouse subsequently remarry or co-habit.</p> <p>Any spouse's benefits that have been suspended under the regulations that existed prior to the introduction of this regulation, will be reinstated upon the cessation of the re-marriage or co-habitation.</p>
Agree to pay annual compensation on behalf of an employer and recharge payments to the employer	C31(2)	Payments will be recharged to employers monthly on a direct debit basis. Historically some exceptional cases are still recovered on a quarterly, 6 monthly or annual basis.
To decide whether to offer voluntary scheme pays	Regulation 2 of The Registered Pension Schemes (Modification of Scheme Rules) Regulations 2011 [SI 2011/1791]	<p>The Fund will now allow for a "voluntary scheme pays" election in situations where the annual allowance tax charge is in excess of £2,000 and the member is not covered by the mandatory scheme rules as a result of a reduced tapered annual allowance or where a tax charge has been incurred as a result of an admin error which would otherwise have been picked up under the mandatory scheme rules. In either case the tax charge must have arisen in relation to Lancashire County Pension Fund benefits only rather than as a result of growth in multiple pension schemes</p> <p>Applications under the mandatory requirements for scheme pays or covered under the voluntary scheme pays criteria identified above are the only cases where applications should be accepted as part of your normal processes. However should a member make an application which falls outside of these parameters then these should be referred to the Head of Fund where it may, where it can be demonstrated that exceptional circumstances apply, be considered for approval.</p>