

2023 No. (W.)

**PUBLIC SERVICE PENSIONS,
WALES**

**The Firefighters' Pensions
(Remediable Service) (Wales)
Regulations 2023**

EXPLANATORY NOTE

(This note is not part of the Regulations)

These Regulations are “scheme regulations” under the Public Service Pensions Act 2013 (“PSPA 2013”) (as defined in section 1 of that Act) and in accordance with the Public Service Pensions and Judicial Offices Act 2022 (“PSPJOA 2022”) in relation to a member’s “remediable service” (as defined in section 1 of that Act) in a firefighters’ pension scheme. They are, to the extent required by section 27 of PSPJOA 2022, made in accordance with Treasury directions under that section (in the form of the Public Service Pensions (Exercise of Powers, Compensation and Information) Directions 2022). These Regulations have retrospective effect, which is authorised by section 3(3)(b) of PSPA 2013.

These regulations make the necessary provisions to correct the position created by the Firefighters’ Pension Scheme (Wales) Regulations 2015 (S.I. 2015/622 (W.50)), which provided for transitional protection for certain cohorts of members of legacy scheme members, which were found to unlawfully discriminate against younger members on the basis of age. Legacy scheme members for the purpose of remediable service are the eligible members of the 1992 Scheme, as set out in Firemen’s Pension Scheme Order 1992 (S.I. 1992/129) and the 2007 Scheme, as set out in the Firefighters’ Pension Scheme (Wales) Order 2007 (S.I. 2007/1072 (W.110)).

2023 No. (W.)

**PUBLIC SERVICE PENSIONS,
WALES**

**The Firefighters' Pensions
(Remediable Service) (Wales)
Regulations 2023**

| | |
|---------------------------------|-----|
| <i>Made</i> | *** |
| <i>Laid before Senedd Cymru</i> | *** |
| <i>Coming into force</i> | *** |

The Welsh Ministers make these Regulations in exercise of the powers conferred on them by sections 1(1) and (2)(f), 2(1) (together with paragraph 6(a) of Schedule 2) and 3(1) and (2)(c) of the Public Service Pensions Act 2013⁽¹⁾ (“the 2013 Act”) and sections 5(1) and (5), 6(1), 7(3), 8(1) and (3), 10(1), 11(1) and (5), 12(1) and (3), 18(1) to (3), (5), (6) and (8), 19(1), (4) and (5), 20(1), (4) and (5), 21, 22(1), (2) and (6), 24(1), 25(1) and (4), 26(1) and (2), 29(1), (7) and (8) and 31(2) and (3) of the Public Service Pensions and Judicial Offices Act 2022 (“the PSPJOA 2022”)⁽²⁾.

In accordance with section 3(5) of the 2013 Act, these Regulations are made with the consent of the Treasury.

In accordance with section 21(1) of the 2013 Act, the Welsh Ministers have consulted such persons (or the representatives of such persons) as appear to the Welsh Ministers likely to be affected by these Regulations.

These Regulations are made in accordance with Treasury directions made under section 27 of the PSPJOA 2022.

(1) 2013 c. 25. Section 3(1) was amended by section 94(2) of PSPJOA 2022, and section 3(2)(c) was inserted by section 94(3) of that Act.
(2) 2022 c 7.

PART 1

Introductory provisions

Title and commencement

1.—(1) The title of these Regulations is the Firefighters’ Pensions (Remediable Service) (Wales) Regulations 2023.

(2) These Regulations come into force on 1st October 2023.

Interpretation

2.—(1) In these Regulations—

“PSPJOA 2022” means the Public Service Pensions and Judicial Offices Act 2022;

“the 1992 Order” means the Firemen's Pension Scheme Order 1992(1) and “the 1992 Scheme” means the pension scheme set out in Schedule 2 to that Order as it has effect in Wales;

“the 2007 Order” (“*Gorchymyn 2007*”) means the Firefighters’ Pension Scheme (Wales) Order 2007(2) and “the 2007 Scheme” means the pension scheme set out in Schedule 1 to those Regulations(3);

“the 2015 Regulations” (“*Rheoliadau 2015*”) means the Firefighters’ Pension Scheme (Wales) Regulations 2015(4) and—;

(a) “2015 scheme benefits” means benefits under the 2015 Regulations;

(b) “2015 scheme service”, in relation to a member means the member’s remediable service in an employment that is pensionable service under the 2015 Regulations (whether or not by virtue of section 2(1) of the PSPJOA 2022);

“the PSP Directions 2022” means the Public Service Pensions (Exercise of Powers, Compensation and Information) Directions 2022(5);

(1) S.I. 1992/129. The name of the scheme was changed to the Firefighters’ Pension (Wales) Scheme by S.I. 2004/2918 (W. 257). Other amendments made are not relevant to these Regulations.

(2) S.I. 2007/1072 (W.110).

(3) Schedule 1 is the subject of amendments not relevant to these Regulations.

(4) S.I. 2015/622 (W. 50); relevant amending instruments are S.I.s 2015/1016 (W. 71) and 2018/576 (W. 103).

(5) Published on 15 December 2022 and accessible online at [The_Public_Service_Pensions__Exercise_of_Powers_Compensation_and_Information__Directions_2022.pdf](https://www.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/114444/The_Public_Service_Pensions__Exercise_of_Powers_Compensation_and_Information__Directions_2022.pdf) (publishing.service.gov.uk). A hard copy is available on written request to His Majesty’s Treasury, 1 Horse Guards Road, London, SW1A 2HQ.

“deferred choice decision” has the meaning given in regulation 15(1);

“deferred choice decision-maker” means the person who may make a deferred choice election decision under regulation 15(2);

“deferred choice member” means a member with remediable service who, immediately before [1st October 2023], was

- (a) an active or a deferred member in relation to that service, and
- (b) is not a pensioner member(1) in relation to that service;

“end of the section 10 election period”, in relation to a deferred choice member, means the time determined in accordance with—

- (a) where the member is the deferred choice decision-maker, regulation 16(3)(b);
- (b) where a person other than the member is the deferred choice decision-maker, regulation 17(3)(b);

a “firefighters’ pension scheme” means the 1992 Scheme, the 2007 Scheme or the 2015 Scheme;

“immediate choice decision” has the meaning given in regulation 11(1);

“immediate choice decision-maker” means the person who may make an immediate choice decision under regulation 11(2);

“immediate choice member” means a member with remediable service who, immediately before 1st October 2023, was—

- (a) a pensioner member in relation to that service, or
- (b) a deceased member;

the “legacy scheme”, in relation to a member’s remediable service, means whichever of the 1992 Scheme or 2007 Scheme is the relevant Chapter 1 legacy scheme(2) for the member, and —

- (a) “legacy scheme benefits” means benefits calculated in accordance with that scheme;
- (b) “legacy scheme service” means a member’s remediable service(3) in an employment or office that is pensionable under the legacy scheme (whether or not by virtue of section 2(1) of the PSPJOA 2022);

(1) See section 109(3) of the PSPJOA 2022 for the meaning of “pensioner member”.

(2) See section 4 of PSPJOA 2022 for the meaning of “relevant Chapter 1 legacy scheme”.

(3) See section 1 of the PSPJOA 2022 for the meaning of “remediable service”.

“member” means an active, deferred, deceased, pension credit or pensioner member of a firefighters’ pension scheme;

“opted-out service election” has the meaning given in regulation 6(1);

“remediable service” means, in relation to a member, the member’s remediable service in an employment or office that is pensionable service under a firefighters’ pension scheme;

“remedy member” means a deferred choice member or an immediate choice member;

“section 6 election” has the meaning given in regulation 11(1)(a);

“section 10 election” has the meaning given in regulation 15(1)(a);

(2) For the purposes of these Regulations, a reference in PSPJOA 2022 to section 2(1) of that Act coming into force is to be understood as a reference to that section coming into force in relation to members of a firefighters’ pension scheme.

(3) A term used in these Regulations which—

(a) is defined in, or for the purposes of, a provision in Chapter 1 of Part 1 of PSPJOA 2022; and

(b) is not defined differently in these Regulations, has the meaning given in, or for the purposes of, that provision.

(4) A term used in these Regulations which—

(a) is defined in the 1992 Order, the 2007 Order or the 2015 Regulations (“the relevant Regulations”), and—

(b) is not defined differently—

(i) in these Regulations, or

(ii) in, or for the purposes of, a provision in Chapter 1 of Part 1 to PSPJOA 2022,

has, in relation to the scheme established by the relevant Regulations, the meaning given in those Regulations.

(5) In these Regulations, a reference to a provision of the PSP Directions 2022 is a reference to that provision as amended from time to time.

Membership of the 1992 Scheme and the 2007 Scheme

3.—(1) Schedule 2 makes provision in relation to membership of the 1992 Scheme and the 2007 Scheme.

PART 2

Remediable Service Statements

Requirement to provide a remediable service statement

4.—(1) The scheme manager must provide a remediable service statement in respect of a remedy member (“M”) in accordance with—

- (a) section 29 of the PSPJOA 2022,
- (b) any Treasury directions made under section 29(6) of that Act, and,
- (c) this regulation.

(2) A remediable service statement must be provided in respect of M—

- (a) on or before the relevant date⁽¹⁾,
- (b) where M is, in relation to their remediable service, for the time being—
 - (i) an active member, at least once in each year ending with the anniversary of the relevant date;
 - (ii) a deferred member, in response to a request by the person mentioned in paragraph (3)⁽²⁾; or
 - (iii) a pensioner member, once only, or
- (c) where M is a deferred choice member, as soon as reasonably practicable following receipt of notification –
 - (i) under regulation [16(2)] that M intends to claim benefits in relation to M’s remediable service;
 - (ii) that M has died.

(3) The remediable service statement must be provided to—

- (a) M, or
- (b) where M has died—
 - (i) the person who is for the time being the eligible decision-maker in relation to M’s remediable service under [Schedule 1] and
 - (ii) within 18 months of the scheme manager receiving notification that M has died.

(4) The remediable service statement must include-

⁽¹⁾ See section 29(10) of the PSPJOA 2022 for the meaning of “the relevant date”.

⁽²⁾ In accordance with section 29(9) of the PSPJOA 2022, only one request under [regulation 3(2)(b)(ii)] may be made during any period of 12 months.

- (a) where M is an immediate choice member, information about—
 - (i) the irrevocability if an immediate choice decision, and
 - (ii) the benefits which will be payable if no deferred choice decision is made before the end of the section 6 election period;
 - (b) where M is a deferred choice member, information about—
 - (i) the revocability (or otherwise) of a deferred choice decision, and
 - (ii) the benefits that will be payable if no deferred choice decision is made before the end of the section 10 election period.
 - (c) where M is deceased, the identity, or a description of the identity, of the person or persons who may make an immediate choice decision or a deferred choice decision in relation to M’s remediable service.
- (5) For further provision about—
- (a) what a remediable service statement must include, see—
 - (i) section 29(5) of the PSPJOA 2022;
 - (ii) direction 20(1) of the PSP Directions 2022;
 - (b) when a remediable service statement must be combined with a benefit information statement provided under section 14 of the Public Service Pensions Act 2013, see direction 20(2) of the PSP Directions 2022.

PART 3

Decisions in relation to remediable service

CHAPTER 1

Opted-out service elections

Application and interpretation of Chapter 1

5.—(1) This Chapter applies to and in respect of a member (“M”) with opted-out service in an employment in relation to a legacy scheme⁽¹⁾.

(2) In this Chapter —

“opted-out service decision-maker” means the person who may make an opted-out service election in accordance with regulation [6(2)];

(1) See sections 5(7) (read with section 4) and 36 of the PSPJOA 2022 for the meaning of relevant opted-out service in relation to a Chapter 1 legacy scheme (such as the 1992 and the 2007 Schemes).

“relevant opted-out service” means the service referred to in paragraph (1).

Election in relation to opted-out service

6.—(1) An election may be made in relation to M’s relevant opted-out service in accordance with this Chapter and section 5 of the PSPJOA 2022 .

(2) An opted-out service election may be made—

- (a) by M, or
- (b) where M is deceased, by the eligible decision-maker specified in Schedule 1.

(3) See section 5(2) to (4) of the PSPJOA 2022 about the effect, timing and irrevocability of an opted-out service election.

Opted-out service election: application

7.—(1) An opted-out service election may only be made if an application is made in writing to the scheme manager by the opted-out service decision-maker in relation to M’s relevant opted-out service.

Opted-out service election: additional requirements

8.—(1) An opted-out service election must not be made unless a remediable service statement has been provided in accordance with regulation 4.

(2) An opted-out service election must be made—

- (a) in writing to the scheme manager,
- (b) by the end of 12 months beginning on the date of receiving a remediable service statement in accordance with regulation 4, or within such longer period as the scheme manager considers reasonable in all the circumstances.

Opted-out service election: lapse

9.—(1) Where—

- (a) the end of the opted-out service election period in relation to M has passed, and
- (b) no opted-out service election has been communicated to the scheme manager in accordance with regulation 7,

M’s entitlement to make an opted-out service election lapses.

CHAPTER 2

Immediate choice decision for 2015 scheme or legacy scheme benefits

Application and interpretation of Chapter 2

10.—(1) This Chapter applies in respect of the remediable service of an immediate choice member (“M”).

(2) Where M has remediable service in multiple employments, this Chapter applies separately in relation to the remediable service in each employment.

Immediate choice decision for 2015 scheme or legacy scheme benefits

11.—(1) A decision (an “immediate choice decision”) may be made in accordance with this Chapter—

- (a) to make an election (“a section 6 election”) by virtue of section 6 of the PSPJOA 2022 for 2015 scheme benefits in relation to M’s remediable service, or
- (b) that no section 6 election is to be made in relation to that service.

(2) An immediate choice decision may be made—

- (a) by M, or
- (b) where M is deceased, by the eligible decision-maker specified in Schedule 1.

(3) An immediate choice decision is made when it is communicated in writing to the scheme manager.

(4) An immediate choice decision may only be made before the end of the section 6 election period⁽¹⁾.

(5) An immediate choice decision is irrevocable.

(6) An immediate choice decision to make a section 6 election takes effect as a section 6 election (see sections 6(5) and (7), 7(1)(b) and 9 of PSPJOA 2022 about the effect of a section 6 election).

(7) Where —

- (a) Immediately before 1st October 2023, M has remediable service in the 2015 scheme, and
- (b) an immediate choice decision is that no section 6 election is to be made in relation to M’s remediable service,

section 6(4) of the PSPJOA 2022 does not apply in relation to M’s 2015 scheme service (and, accordingly, section 2(1) of the PSPJOA 2022 has effect in relation to M’s 2015 scheme service for the purposes

(1) See section 7(2) of PSPJOA 2022 for the meaning of “the end of the section 6 election period”.

mentioned in section 2(3)(b) of that Act from the time the immediate choice decision is made).

(8) The following provisions of PSPJOA 2022 have effect in relation to a decision that no section 6 election is to be made as they have effect in relation to a section 6 election—

- (a) section 6(7) (section 6 election has effect in respect of all remediable service in the employment or office);
- (b) section 7(1)(b) (provision about when a section 6 election is to be treated as having taken effect);
- (c) section 9 (provision about persons with remediable service in more than one Chapter 1 legacy scheme).

Immediate choice decision: additional requirements

12.—(1) An immediate choice decision may not be made unless a remediable service statement has been provided in accordance with regulation 4.

(2) The scheme manager must, together with that remediable service statement, provide to the immediate choice decision-maker information about the timing, effect and irrevocability of an immediate choice decision, and

(3) An immediate choice decision is to be treated as having been made only if the immediate choice decision-maker (“D”) provides any information specified in a written request from the scheme manager that is—

- (a) information in D’s possession, or
- (b) information which D can reasonably be expected to obtain.

Immediate choice decision: deemed election

13.—(1) An immediate choice election is treated as made in relation to M’s remediable service immediately before the end of the section 6 election period where—

- (a) the end of the section 6 election period in relation to M has passed, and
- (b) no immediate choice decision has been made in relation to M’s remediable service.

(2) The immediate choice election in paragraph (1) is that no section 6 election is made and the benefits payable in relation to M’s remediable service are legacy scheme benefits.

CHAPTER 3

Deferred choice decision for 2015 scheme or legacy scheme benefits

Application and interpretation of Chapter 3

14.—(1) This Chapter applies in respect of the remediable service of a deferred choice member (“M”).

(2) Where M has remediable service in multiple employments, this Chapter applies separately in relation to the remediable service in each employment.

Deferred choice decision for 2015 scheme or legacy scheme benefits: general

15.—(1) A decision (a “deferred choice decision”) may be made in accordance with this Chapter—

- (a) to make an election (a “section 10 election”) by virtue of section 10 of the PSPJOA 2022 in relation to M’s remediable service, or
- (b) that no section 10 election is to be made in relation to that service.

(2) A deferred choice decision may be made—

- (a) by M, or
- (b) where M is deceased, by the eligible decision-maker specified in Schedule 1.

(3) A deferred choice decision is made when it is communicated in writing to the scheme manager.

(4) A deferred choice decision may only be made before the end of the section 10 election period.

(5) A deferred choice decision to make a section 10 election takes effect as a section 10 election (see sections 10(4) and (5), 11(3)(b) and (4) and (7) and 13 of PSPJOA 2022 about the effect of a section 10 election).

(6) Where the deferred choice decision is that no section 10 election is to be made, the benefits payable to or in respect of M, so far as they are determined by reference to M’s remediable service, are legacy scheme benefits.

(7) The following provisions of the PSPJOA 2022 have effect in relation to a decision that no section 10 election is to be made as they have effect in relation to a section 10 election—

- (a) section 10(5) (section 10 election has effect in respect of all remediable service in the employment or office);
- (b) section 11(3)(b) (4) and (7) (provision about when a section 10 election takes effect, and

the effect of lapse or revocation of a section 10 election);

- (c) section 13 (persons with remediable service in more than one Chapter 1 legacy scheme).

(8) No benefits are payable under the legacy scheme in respect of M's pensionable service under the scheme unless—

- (a) a deferred choice decision is made in relation to M's remediable service,
- (b) a section 10 election is deemed to have been made under regulation 19 in relation to that service, or
- (c) paragraph (9) applies.

(9) Where M is deceased, the scheme manager may, before a deferred choice decision is made or a section 10 election is deemed to have been made in relation to M's remediable service, pay to any person ("the beneficiary") who is, or is to be, entitled to receive death benefits in relation to M's pensionable service the lesser of—

- (a) such lump sum or pension benefits to which the beneficiary would be entitled if a section 10 election is made, or deemed to be made, in relation to M's remediable service, or
- (b) such lump sum or pension benefits to which the beneficiary would be entitled if no section 10 election is made, or deemed to be made, in relation to M's remediable service.

(10) Where, at the operative time—

- (a) the aggregate of the lump sum or pension benefits that have been paid pursuant to paragraph (9) to a beneficiary, is less than
- (b) the aggregate of the lump sum or pension benefits to which (after taking into account the effect, if any, of paragraph (6) of this regulation or section 10(4) of PSPJOA 2022) the beneficiary is entitled under a firefighters' pension scheme in respect of M's pensionable service,

the scheme manager must pay an amount equal to the difference to the beneficiary.

(11) In paragraph (10), "the operative time" means—

- (a) If—
 - (i) a deferred choice decision is made, or
 - (ii) a section 10 election is deemed to have been made,
in relation to M's remediable service, the time the decision or election is made;
- (b) otherwise, the end of the section 10 election period in relation to M.

Deferred choice decision to be made by M

16.—(1) This regulation applies where M is the deferred choice decision-maker.

(2) M must notify the scheme manager that they intend to claim benefits in relation to their remediable service not more than 12 months before the date M intends such benefits to become payable.

(3) A deferred choice decision must be made during the period—

(a) beginning on the date a remediable service statement is issued under regulation 4, and

(b) ending the day before benefits become payable in relation to M's remediable service.

(4) The end of the period during which a deferred choice election decision may be made must not be more than one year before the day on which it is reasonably expected that, if a section 10 election were made, 2015 scheme benefits would become payable to or in respect of M.

(5) A deferred choice decision made by M—

(a) may be revoked—

(i) at any time before the cancellation deadline, and

(ii) by M communicating such in writing to the scheme manager.

(b) lapses where 12 months after a deferred choice decision is made scheme benefits have not become payable.

(6) Where paragraph (5) applies M may make a new deferred choice decision in accordance with paragraph (3).

(7) Where the scheme manager receives notice that M has died and M had already made a deferred choice decision, that decision is irrevocable.

(8) In paragraph (5), “the cancellation deadline” means—

(a) The beginning of the day two weeks before the day (“the payment day”) on which the first payment under a firefighters’ pension scheme is due to be made in relation to M’s remediable service, or

(b) such later time before the payment day as the scheme manager considers reasonable in all the circumstances.

Deferred choice decision to be made by a person other than M

17.—(1) This regulation applies where a person other than M is the deferred choice decision-maker (“D”).

(2) Where—

- (a) the period for making a deferred choice decision has begun in accordance with regulation 16(3)(a), and
- (b) the scheme manager receives notice that M has died before making a deferred choice decision in relation to M's remediable service,

the period during which a deferred choice decision may be made by D is to be treated as ending in accordance with paragraph (3)(b) instead of regulation 16(3)(b).

(3) A deferred choice decision must be made during the period—

- (a) beginning on the date of issue of the remediable service statement issued under regulation 4(3)(b), and
- (b) ending—
 - (i) at the end of the day 12 months after that date, or
 - (ii) if D makes a decision earlier, immediately after a deferred choice decision is made.

(4) A deferred choice decision made by D is irrevocable.

Deferred choice decision: additional requirements

18. A deferred choice decision is to be treated as having been made only if the deferred choice decision-maker provides any information specified in a written request from the scheme manager that is—

- (a) information in the deferred choice decision-maker's possession, or
- (b) information which they can reasonably be expected to obtain.

Deferred choice decision: deemed election

19.—(1) Where—

- (a) the end of the relevant section 10 election period in relation to M has passed, and
- (b) no deferred choice decision has been made

a deferred choice decision is treated as having been made immediately before the end of the relevant section 10 election period.

(2) The deferred choice decision in paragraph (1) is that no section 10 election is made and the benefits payable in relation to M's remediable service are legacy scheme benefits.

Deferred choice decision: transitional arrangements

20.—(1) This regulation applies where, upon the coming into force of these regulations, M—

- (a) is an active or a deferred member,
- (b) has notified the scheme manager that they intend to claim benefits in relation to their remediable service, and
- (c) the notification period within regulation 16(2) has lapsed in relation to that notification.

(2) M must make a deferred choice decision before the end of the period of one year beginning with the day on which a remediable service statement is first provided in respect of M.

Part 4

Provision about divorce and dissolution arrangements

CHAPTER 1

Pension credit and pension debit members

SECTION 1

Application and interpretation of Chapter 1

Application and interpretation of Chapter 1

21.—(1)

SECTION 2

Pension sharing order in effect before 1st October 2023

Application and interpretation of Section 2

22.—(1)

Meaning of “alternative amount”

23.—(1)

Information provided before 1st October 2023: calculating a remediable credit adjustment

24.—(1)

Information provided before 1st October 2023: applying a remediable credit adjustment

25.—(1)

**Information provided before 1st October 2023:
recalculating D’s reduction of benefit**

26.—(1)

SECTION 3

Information provided on or after 1st October 2023

Application and interpretation of Section 3

27.—(1)

**Information provided on or after 1st October 2023:
calculation of pension credits and debits**

28.—(1)

**Information provided on or after 1st October 2023:
recalculating D’s reduction of benefit**

29.—(1)

CHAPTER 2

Arrangement on divorce, annulment or dissolution
other than a pension sharing order

**Arrangements other than a pension sharing order:
calculating the value of pension benefits**

30.—(1)

PART 5

Voluntary contributions

Treatment of 2015 scheme added pension payments

31.—(1) This regulation applies in relation to a remediable added pension payment made by a remedy member (“M”).

(2) The scheme manager must, as soon as reasonably practicable after 30th September 2023 and having consulted the scheme actuary, determine the “compensatable amount”, being an amount by way of compensation which is equal to—

- (a) the aggregate of all of M’s remediable added pension payments, less
- (b) an amount in respect of the value of tax relief in accordance with directions 5(5) to (9) of the PSP Directions 2022.

(3) Where a determination is made in accordance with direction 5(8) of the PSP Directions 2022, the following apply—

- (a) direction 5(10) (provision of explanation);
- (b) direction 5(11) and (12) (appeals).

(4) The scheme manager owes to M or, where M is deceased, M's personal representatives the compensatable amount.

(5) The rights to benefits that would otherwise have been secured by the remediable added pension payment are extinguished.

(6) Where a person has received any pension benefits under the 2015 scheme by virtue of rights secured by a remediable added pension payment, that person owes to the scheme manager an amount equal to the aggregate of all such pension benefits.

(7) In this regulation, "remediable added pension payment" means—

- (a) a periodical payment for added pension made under an arrangement pursuant to Chapter 2 of Part 2 of Schedule 1 to the 2015 Regulations which commenced during the period of M's remediable service;
- (b) a lump sum payment for added pension made pursuant to Chapter 3 of Part 2 of Schedule 1 to the 2015 Regulations during the period of M's remediable service.

Treatment of legacy scheme added years payments

32.—(1) This regulation applies in relation to a remediable added years payment made by a remedy member ("M").

(2) The scheme manager must, as soon as reasonably practicable after 30th September and having consulted the scheme actuary, determine the "compensatable amount", being an amount by way of compensation which is equal to—

- (a) the aggregate of all of M's remediable added years payments, less
- (b) an amount in respect of the value of tax relief in accordance with directions 5(5) to (9) of the PSP Directions 2022.

(3) Where a determination is made in accordance with direction 5(8) of the PSP Directions 2022, the following apply—

- (a) direction 5(10) (provision of explanation);
- (b) direction 5(11) and (12) (appeals).

(4) Where, by virtue of a section 6 election (including a deemed section 6 election) or a section 10 election, the benefits payable in relation to M's remediable service are 2015 scheme benefits—

- (a) the scheme manager owes M or, where M is deceased, M's personal representatives the compensatable amount, and
- (b) the rights to benefits that would otherwise have been secured by the remediable added years payments are extinguished.

(5) In this regulation, a “remediable added years payment” means a payment to secure increased benefits under the 1992 Order or the 2007 Order which is—

- (a) a lump sum payment made during the period of M’s remediable service;
- (b) a periodical contribution made pursuant to an arrangement which commenced during the period of M’s remediable service, or
- (c) a lump sum payment or a periodical contribution made pursuant to a remedial arrangement under regulation [33].

Remedial arrangements to pay voluntary contributions to secure legacy scheme added years

33.—(1) This regulation applies to a remedy member (“M”) who—

- (a) is not a deceased member, and
- (b) was, immediately before 1st April 2022, not a full protection member of the 1992 Scheme or the 2007 Scheme within the meaning of paragraph 9 of Schedule 2 to the 2015 Regulations as it was immediately before these Regulations came into force.

(2) M may elect to enter into an arrangement (a “remediable arrangement”) to pay voluntary contributions to M’s legacy scheme for added benefits in accordance with—

- (a) Where M’s legacy scheme is—
 - (i) the 1992 Scheme, the 1992 Order;
 - (ii) the 2007 Scheme, the 2007 Order, and
- (b) this regulation.

(3) M may only enter into a remediable arrangement—

- (a) in respect of a period of M’s remediable service,
- (b) if the scheme manager is satisfied that it is more likely than not that, but for a relevant breach of a non-discrimination rule, M would, during the period of M’s remediable service, have entered into the same or similar arrangement,
- (c) before—
 - (i) the end of the period of one year beginning of the day on which a remediable service statement is provided in respect of M, or
 - (ii) such later time as the scheme manager considers reasonable in all the circumstances, and

- (d) after an application is made in accordance with paragraph (4) is approved by the scheme manager.

(4) An application is made in accordance with this paragraph where—

- (a) it is in writing,
- (b) it is accompanied by any information the scheme manager reasonably requires to be provided for the purposes of—
 - (i) determining the matters mentioned in paragraph (3)(b)
 - (ii) complying with the requirement imposed by the 1992 Order or (as the case may be) the 2007 Order in connection with making an election to pay voluntary contributions for added benefits, and
- (c) it is received by the scheme manager—
 - (i) before the end of the period of [six months] beginning with the day on which a remediable service statement is first provided in respect of M, or
 - (ii) such later time as the scheme manager considers reasonable in all the circumstances.

(5) Where M enters into a remediable arrangement, M owes to the scheme manager an amount equal to—

- (a) the aggregate of the voluntary contributions which M would have owed had M entered into the remediable arrangement at the time M would have entered into the same or a similar arrangement but for a relevant breach of a non-discrimination rule, less
- (b) tax relief amounts calculated in accordance with direction 12(2) to (7) of the PSP Directions 2022.

(6) Where a determination is made in accordance with direction 12(6) of the PSP Directions 2022, the following apply—

- (a) direction 12(8) (provision of explanation);
- (b) direction 12(9) and (1) (appeals).

Disapplication of restriction on lump sum payments for 2015 scheme added pension

34. Paragraph 5(5) of Schedule 1 to the 2015 Regulations does not apply in relation to an option to make a lump sum payment for added pension that was exercised by a remedy member during the period beginning on 1st April 2022 and ending at the end of 31st March 2023.

PART 6

Transfers

CHAPTER 1

General

Interpretation of Part 6

35.—(1)

Transferred out remediable service statements

36.

CHAPTER 2

Transfers on a cash equivalent basis

Section 1

Transfers before 1st October 2023

Transfers out before 1st October 2023

37.—(1)

Transfers in before 1st October 2023

38.—(1)

Section 2

Transfers on or after 1st October 2023

Application of Section 2

39.—(1)

Transfers out on or after 1st October 2023

40.—(1)

Transfers in from a public service pension scheme on or after 1st October 2023

41.—(1)

CHAPTER 3

Transfers on a club basis

Section 1

Club transfers before 1st October 2023

Club transfers out before 1st October 2023

42.—(1)

Club transfers in before 1st October 2023

43.—(1)

Section 2

Club transfers on or after 1st October 2023

Application of Section 2

44.—(1)

Club transfers out on or after 1st October 2023

45.—(1)

Club transfers in on or after 1st October 2023

46.—(1)

Section 3

Variation of the club transfer application periods

Variation of the club transfer application period

47.—(1)

CHAPTER 4

Treatment of rights secured by virtue of a remediable value

Application and interpretation of Chapter 4

48.—(1)

Remediable value treated as being in the legacy scheme

49.—(1)

Treatment of rights to benefits secured by virtue of a remediable value

50.—(1)

Benefits already paid in relation to transferred in remediable rights

51.—(1)

Pension benefits and lump sum benefits in relation to remediable rights

52.—(1)

PART 7

Ill-health retirement

Application and interpretation of Part 7

53.—(1) This Part applies in relation to an immediate choice member (“M”) who, during the period beginning on 1st April 2015 and ending on 31st March 2022, became entitled to—

- (a) an ill-health award under paragraph B3 of Schedule 2 to the 1992 Order;
- (b) an ill-health pension under rule 2 of Part 3 of Schedule 1 to the 2007 Order;
- (c) an ill-health pension under regulation 74 of the 2015 Regulations;

(2) In this Chapter—

“1992 IHR member” means a member described in paragraph (1)(a);

“2007 IHR member” means a member described in paragraph (1)(b);

“2015 IHR member” means a member described in paragraph (1)(c);

“alternative scheme” means, in relation to—

- (a) a 1992 IHR member or a 2007 IHR member the 2015 Scheme;
- (b) a 2015 IHR member, the member’s legacy scheme.

“authority” has the same meaning given in regulation 3 of the 2015 Regulations;

“ill-health benefits” means the benefits payable by virtue of an entitlement mentioned in paragraph (1);

“IQMP” has the same meaning given in regulation 3 of the 2015 Regulations;

“remediable ill-health benefits” means ill-health benefits payable in relation to M’s remediable service.

M’s entitlement to ill-health benefits to be treated as equivalent in M’s alternative scheme

54.—(1) For the purposes of PSPJOA 2022 and these Regulations, M is to be treated as meeting the requirements for an equivalent ill-health award in M’s alternative scheme.

(2) No question relating to M’s entitlement to ill-health benefits that has been decided following a referral to an IQMP is to be re-opened by virtue of any provision of PSPJOA 2022 or of these Regulations.

(3) In this regulation—

“equivalent ill-health award in M’s alternative scheme” means—

- (a) where M is entitled to—
 - (i) a lower tier award under the 1992 scheme, a lower tier award under the 2015 scheme;
 - (ii) a higher tier award under the 1992 scheme, a higher tier reward under the 2015 scheme;
- (b) where M is entitled to—
 - (i) a lower tier award under the 2007 scheme, a lower tier award under the 2015 scheme;
 - (ii) a higher tier award under the 2007 scheme, a higher tier award under the 2015 scheme;
- (c) where M is entitled to—
 - (i) a lower tier award under the 2015 scheme, and—
 - (aa) M’s legacy scheme is the 1992 scheme, a lower tier award under that scheme;
 - (bb) M’s legacy scheme is the 2007 scheme, a lower tier award under that scheme;
 - (ii) a higher tier award under the 2015 scheme, and
 - (aa) M’s legacy scheme is the 1992 scheme, a higher tier award under that scheme;
 - (bb) M’s legacy scheme is the 2007 scheme, a higher tier award under that scheme;

“higher tier award” means, in relation to—

- (a) the 1992 Scheme, an award determined in accordance with paragraph B3(5)(b) of the 1992 Order;
- (b) the 2007 Scheme, an award determined in accordance with rule 2(4) of Part 3 of paragraph 1 of Schedule 1 to the 2007 Order;
- (c) the 2015 Scheme, an ill-health pension payable under regulation 74(2) of the 2015 Regulations;

“lower tier award” means, in relation to—

- (a) the 1992 Scheme, an award determined in accordance with paragraph B3(5)(a) of the 1992 Order;
- (b) the 2007 Scheme, an award determined in accordance with rule 2(3) of Part 3 of paragraph 1 of Schedule 1 to the 2007 Order;

- (c) the 2015 Scheme, an ill-health pension payable under regulations 74(1) and (1A) of the 2015 Regulations.

Deciding whether a 1992 IHR member is entitled to a lower tier or higher tier award

55.—(1) This regulation applies where—

- (a) M is a 1992 IHR member, and
- (b) the question of whether M is permanently incapable of performing any of the duties of the role in which M was last employed or incapable of undertaking regular employment within the meaning of regulation 74 of the 2015 Regulations has not been referred to an IQMP.

(2) The authority must refer the following questions to an IQMP—

- (a) in relation to a lower tier award—
 - (i) whether M was, at the time of the original decision or at any time during the relevant period, incapable of performing any of the duties of the role in which M was last employed because of incapacity of mind or body, and
 - (ii) whether that medical unfitness was likely to be permanent;
- (b) in relation to a higher tier award—
 - (i) whether M was, at the time of the original decision or at any time during the relevant period, incapable of undertaking regular employment because of incapacity of mind or body, and
 - (ii) whether that medical unfitness was likely to be permanent.

(3) The IQMP must—

- (a) examine or interview M as the IQMP thinks appropriate,
- (b) decide the questions referred to the IQMP under paragraph (2), and
- (c) give the authority and M a written opinion containing a decision on those questions.

(4) In relation to appeals, regulation 162(4) of the 2015 Regulations applies to the written opinion mentioned in paragraph (3)(c) as they apply to the written opinion mentioned in regulation 162(2) of those Regulations.

(5) For the purpose of deciding on the questions in paragraph (2) the IQMP may only have regard to information that was available or could have been produced at the time of the original decision.

(6) Where the IQMP decides both of the questions referred under paragraph (2)(a) or (b) in the affirmative, M is to be treated for the purposes of PSPJOA 2022 and of these Regulations as meeting the requirements for a lower tier award in relation to (2)(a) and a higher tier award in relation to (2)(b) in the 2015 scheme (as defined in regulation [54](3) of these Regulations).

(7) In this regulation—

“original decision” means the decision under Part H of the 1992 Order of which M was deemed permanently disabled;

“relevant period” means the period—

- (a) beginning with the time of the original decision, and
- (b) ending on the earlier of—
 - (i) five years after the time of the original decision;
 - (ii) 1st April 2022.

Determining the value of M’s remediable ill-health benefits

56. The scheme manager must, as soon as reasonably practicable after 1st October 2023 and having consulted the scheme actuary, determine the value of M’s remediable ill-health benefits as if they had been secured in M’s alternative scheme.

PART 7

Liabilities and payment

CHAPTER 1

Application of Part 7

Application of Part 7

57. This Part applies in relation to a relevant amount⁽¹⁾ owed in respect of the remediable service of a remedy member.

(1) See section 26(3) of the PSPJOA 2022 for the meaning of “relevant amounts”.

CHAPTER 2

Interest, compensation and netting off

Interest

58.—(1) The scheme manager must calculate interest on a relevant amount described in direction 15 of the PSP Directions 2022 in accordance with the provisions of directions 14 and 15 which apply to that description of relevant amount.

(2) In relation to a relevant amount not described in direction 15 of the PSP Directions 2022, the scheme manager must determine whether interest is paid and, if so, what rate of interest applies and how it is calculated.

(3) The following provisions of the PSP Directions 2022 apply to a determination under paragraph (2) as if it were a determination under direction 16(1) of those Directions—

- (a) direction 16(2) (provision of explanation);
- (b) direction 16(3) and (4) (appeals).

Indirect compensation

59.—(1) This regulation applies where, pursuant to an application under regulation [60], the scheme manager determines that an immediate choice member (“M”) has incurred a compensatable loss⁽¹⁾ that is a Part 4 tax loss⁽²⁾ (a “relevant loss”).

(2) M is not to be paid an amount under section 23 of PSPJOA 2022 by way of compensation in respect of the relevant loss.

(3) Instead, the amount of benefit payable under a firefighters’ pension scheme is to be increased to reflect the amount of the relevant loss in such a manner as determined by the scheme manager in accordance with direction 10(2) to (4) of the PSP Directions 2022.

Applications for compensation or indirect compensation

60.—(1) This regulation applies in relation to—

- (a) the payment of a relevant amount by way of compensation under section 23(1) of PSPJOA 2022;
- (b) the increase of benefits by way of indirect compensation under regulation [59].

(1) See section 23 of PSPJOA 2022 and direction 11 of the PSP Directions 2022 for the meaning of “compensatable loss”.

(2) See section 23(9) of PSPJOA 2022 for the meaning of “Part 4 tax loss”.

(2) The relevant amount is not payable, or (as the case may be) the benefits are not to be increased, except where—

- (a) an application is made in accordance with direction 18(1) and (2) of the PSP Directions 2022;
- (b) the application is accompanied by such information that the scheme manager by written notice require the person making the application (“P”) to provide in relation to the proposed compensation which is—
 - (i) information within P’s possession, or
 - (ii) information which P may reasonably be expected to obtain, and
- (c) the scheme manager makes a determination in accordance with direction 18(3) of those Directions.

(3) The following apply in relation to a determination under direction 18(3) of the PSP Directions 2022—

- (a) direction 18(4) (provision of explanation);
- (b) direction 18(5) and (6) (appeals).

Netting off

61.—(1) This regulation applies where—

- (a) relevant amounts owed by or to a person (“P”) fall to be paid at the same time or similar times, and
- (b) the scheme manager has—
 - (i) determined the interest (if any) that is to be paid on the relevant amounts in accordance with regulation [58], and
 - (ii) reduced the relevant amounts by tax relief amounts in accordance with regulation [62].

(2) The scheme manager may determine, in accordance with direction 19(2) to (5) of the PSP Directions 2022, that the relevant amounts (and any interest on them) must be aggregated and that the difference must be paid by P to the scheme or (as the case may be) by the scheme to P.

(3) The following provisions of the PSP Directions 2022 apply in relation to a determination under paragraph (2) as if it were a determination under direction 19(1) of those Directions—

- (a) direction 19(6) (provision of explanation)
- (b) direction 19(7) and (8) (appeals).

CHAPTER 3

Reduction and waiver of liabilities

Requirement to reduce liabilities by tax relief amounts

62.—(1) This regulation applies where—

- (a) a person owes a liability to pay pension contributions in relation to the remediable service of a remedy member, or
- (b) the scheme manager owes a liability to pay compensation in relation to such service,

under section 15, 16 or 17 of PSPJOA 2022.

(2) The scheme manager must reduce the liability by tax relief amounts⁽¹⁾—

- (a) determined in accordance with directions 4(5) to (9) of the PSP Directions 2022, and
- (b) before the liability is netted off in accordance with regulation [61].

(3) Where the scheme manager makes a determination under direction 4(8) of the PSP Directions 2022 pursuant to paragraph (2)(a) of this regulation, the following apply in relation to that determination—

- (a) direction 4(10) (provision of explanation);
- (b) direction 4(11) and (12) (appeals).

Power to reduce or waive amounts owed by a person to the scheme manager

63.—(1)

Agreement to waive a liability owed by the scheme manager in respect of an immediate correction

64.—(1) This regulation applies where the scheme manager owes a liability to pay compensation to a person (“P”) under section 16(3) of the PSPJOA 2022.

(2) The scheme manager must inform P, in writing—

- (a) of P’s entitlement under section 16(3) of the PSPJOA 2022, and
- (b) that upon a section 10 election decision for 2015 scheme benefits, P will be liable to repay such liability with interest calculated in accordance with this Part.

(1) See section 18(4) of PSPJOA 2022 for the meaning of “tax relief amounts” for the purposes of a liability mentioned in regulation 53(1)(a) and section 18(7) of that Act for the meaning of that term for the purposes of a liability mentioned in regulation 53(1)(b).

(3) The scheme manager must agree to waive P’s liability if—

- (a) P makes a [written] request to the scheme manager to waive the liability; and
- (b) such request is made within [6 months] of issuing a notice under paragraph (2).

(4) Such an agreement—

- (a) must be made in writing, and
- (b) is irrevocable.

(5) If no agreement under paragraph (4), P’s entitlement to waive the liability lapses.

(6) An agreement under paragraph (4) ceases to apply where—

- (a) the end of the section 10 election period in relation to P has passed, and
- (b) no deferred choice election is made, or deemed to have been made, in relation to P’s remediable service.

(7) Where no agreement is made in accordance with paragraph (4) or an agreement ceases to apply, the scheme manager owes P the liability mentioned in paragraph (1).

(8) Any agreement made under paragraph (4) does not bind a deferred choice decision under regulation [15].

CHAPTER 4

Payment of net liabilities

Application and interpretation of Chapter 4

65.This Chapter applies in respect of a relevant amount (together with any interest on that relevant amount) owed after taking into account the effect, if any, of regulations [58 to 64] (“a net liability”).

Payment of amounts owed to the scheme manager

66.—(1) This regulation applies where a person (“P”) owes a net liability to the scheme manager.

(2) The scheme manager must send notice in writing to P setting out—

- (a) how the net liability has been calculated,
- (b) an explanation of the circumstances in which the net liability may be reduced or waived under regulation [63],
- (c) where the net liability calculated by reference to an amount by way of compensation under section 16(3) of PSPJOA 2022, an explanation of the agreement that may be made under regulation [64],

- (d) when and how the net liability must be paid, and
- (e) the consequences of not paying the net liability.

(3) Where—

- (a) the scheme manager has sent a notice under paragraph (2), and
- (b) the amount of the net liability is subsequently adjusted,

the scheme manager must send another notice in writing to P under paragraph (2).

(4) P must pay the amount of the net liability to the scheme manager—

- (a) where the net liability relates to the remediable service of—
 - (i) an immediate choice member, before the end of the period of [six months] beginning with the day after the day on which P receives the most recent notice under paragraph (2);
 - (ii) a deferred choice member, before the day on which benefits become payable in relation to the member's remediable service, or
- (b) in accordance with an agreement under paragraph (5).

(5) P and the scheme manager may agree that the net liability is to be paid in part or in full by way of—

- (a) a lump sum, or
- (b) where the net liability is £100 or more, instalments, and, in any event,
- (c) within a period of 10 years beginning on the date of such an agreement.

(6) If, during the period of an agreement under paragraph (4), P—

- (a) retires on any grounds, or
- (b) dies

the balance owing under the agreement may be paid by way of deductions from any benefits (including a lump sum benefit) to which P is entitled under a firefighters' pension scheme.

(7) Where P does not pay any amount that falls due by virtue of paragraph (4) or an agreement under paragraph (5), the scheme manager may deduct such sums from benefits payable to P under a firefighters' pension scheme as seem reasonable to the scheme manager for the purpose of discharging P's liability.

Payments of amounts owed to a person

67.—(1) This regulation applies where the scheme manager owes a net liability to a person (“P”).

(2) The scheme manager must pay the whole amount of the net liability to P—

- (a) as soon as reasonably practicable after the scheme manager determines the amount of the net liability, or
- (b) where the scheme manager requires P to provide information in accordance with paragraph (3), as soon as reasonably practicable after receipt of that information.

(3) Before paying the amount of a net liability owed to P, the scheme manager may, by written notice given as soon as reasonably practicable after the scheme manager determines the amount of the net liability, require P to provide information in relation to the payment of the net liability which is—

- (a) information within P’s possession, or
- (b) information which P may be reasonably expected to obtain.

PART 8

Immediate detriment cases

Treatment of immediate detriment cases

68.—(1)

Schedule 1

Eligible decision-makers for deceased members

Interpretation

1.—(1) In this Schedule—

“beneficiary” means a person who, in accordance with the 2015 Regulations, has become entitled to receive any death benefit;

“death benefit” means a benefit payable under a firefighters’ pension scheme following the death of a member of that scheme;

“election” means an immediate choice election or a deferred choice election decision;

“eligible adult survivor” means—

(a) a “surviving partner” (*“partner sy’n goroesi”*) within the meaning given in regulation 85 of the 2015 Regulations, or

(b) a “child” (*“plentyn”*) within the meaning given regulation 94(1) of the 2015 who is 18 years of age or older;

“eligible child survivor” means an “eligible child” (*“plenty cymwys”*) within the meaning given in regulation 94(2) of the 2015 Regulations who is under the age of 18;

“eligible decision-maker” means the person who may make—

(a) an opted-out service election as mentioned in regulation [6];

(b) an immediate choice election as mentioned in regulation [11];

(c) a deferred choice election decision as mentioned in regulation [15].

Sole beneficiary: eligible adult survivor

2. Where a person is —

(a) the sole beneficiary, and

(b) an eligible adult survivor,

the eligible decision-maker is that person.

Sole beneficiary: eligible child survivor

3. Where a person (“C”) is—

(a) the sole beneficiary, and

(b) an eligible child survivor,

the eligible decision-maker is C’s guardian.

Multiple beneficiaries: eligible adult survivor

4.—(1) This paragraph applies where two or more eligible adult survivors are the beneficiaries.

(2) Where—

- (a) one of the eligible adult survivors is—
 - (i) a spouse,
 - (ii) a civil partner, or
 - (iii) a cohabiting partner

of the deceased, the eligible decision-maker is that person.

(3) Where neither of the eligible adult survivors is a person mentioned in sub-paragraph (2)(a), the eligible decision-maker is—

- (a) the person agreed upon between them, who must be one of them, or
- (b) if no agreement is reached, the scheme manager.

Sole beneficiary: M's estate

5. Where M's estate is the sole beneficiary, the eligible decision-maker is M's personal representative.

Multiple beneficiaries: eligible child survivors

6. Where the only beneficiaries are two or more eligible child survivors, the eligible decision-maker is—

- (a) where all the eligible child survivors live in the same household, the guardian of the eligible children;
- (b) where the eligible child survivors live in different households, the person agreed upon the guardians of the eligible child survivors, who must be one of them.

Multiple beneficiaries: no eligible decision-maker agreement

7. Where no eligible decision-maker is agreed under paragraphs (4) or (6) above [by xxx], an election for 2015 scheme benefits is deemed to have been made.

Multiple beneficiaries: additional requirements

8.—(1) This paragraph applies where, under paragraphs (4) and (6), the eligible decision-maker is to be agreed upon by multiple beneficiaries.

(2) The scheme manager must—

(a) seek to identify all such persons and inform them of the need to agree who amongst them is the eligible-decision maker in respect of the deceased in accordance with this paragraph, and

(b) provide a remediable service statement in respect of the deceased to each beneficiary.

(3) The beneficiaries must—

(a) unanimously agree upon the eligible decision-maker (“the agreed eligible decision-maker”), and

(b) communicate the identity of the agreed eligible decision-maker to the scheme manager collectively, in writing within six months [of making the agreement/receiving the remediable service statement].

(4) The agreed eligible-decision maker must, before the end of the period of one year beginning with the date [of an agreement under this paragraph/the remediable service statement], make a decision for legacy scheme or 2015 scheme benefits in respect of the deceased’s remediable service.

(5) In the absence of—

(a) an agreement under sub-paragraph (3), or

(b) a decision under sub-paragraph (4)

the benefits payable in relation to the deceased’s remediable service are legacy scheme benefits.

Schedule 2

Consequential amendments

Members of the 1992 Scheme or the 2007 Scheme

1.—(1) For the purpose of section 2(1) of the PSPJOA 2022, Schedule 2 to the 2015 Regulations is amended as follows.

- (2) In paragraph 12(2) —
 - (a) after paragraph (a), insert ‘and’; and
 - (b) remove paragraph (c).
- (3) In paragraph 12(3) —
 - (a) after paragraph (a), insert ‘and’; and
 - (b) remove paragraph (c).
- (4) In paragraph 13 —
 - (a) after paragraph (c), insert ‘and’; and
 - (b) remove paragraph (e).
- (5) In paragraph 14 —
 - (a) after paragraph (c), insert ‘and’; and
 - (b) remove paragraph (e).

Tapered protected members

2.—(1) For the purpose of section 2(1) of the PSPJOA 2022, Schedule 2 to the 2015 Regulations is amended as follows.

- (2) In paragraph 1 —
 - (a) in the definition of “closing date” (*“dyddiad cau”*) remove paragraph (c)(i);
 - (b) in the definition of “protected member” (*“aelod a ddiogelir”*) remove the words “or tapered protection member”;
 - (c) in the definition of “protection period” (*“cyfnod diogelwch”*) remove paragraph (b);
 - (d) remove the definition of “tapered protection closing date” (*“dyddiad cau diogelwch taprog”*);
 - (e) remove the definition of “tapered protection member” (*“aelod diogelwch taprog”*); and
 - (f) in the definition of “transition date” (*“dyddiad trosiant”*) remove paragraph (a).
- (3) Remove paragraph 3.
- (4) Remove paragraphs 9(5) and 9(6).
- (5) In paragraph 10(1)(b), remove the words “(unless P is a tapered protection member by virtue of paragraph 9(5))”.

(6) Remove Part 3.

Name

Deputy Minister for Social Partnership, under the authority of the Minister for Social Justice, one of the Welsh Ministers

Date

We consent

Two of the Lords Commissioners of Her Majesty's Treasury

Date