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<b>SCHEDULE 3</b>				
<b>FIREFIGHTERS' PENSION SCHEME 1992</b>				
<b>APPLICABLE REGULATIONS: FIREMEN'S PENSION SCHEME ORDER 1992 (As Amended)</b>				
<b>No.</b>	<b>Area</b>	<b>Rule</b>	<b>Discretion</b>	<b>Policy Summary / Explanation</b>
<b>1</b>	<b>Additional Pension Benefit</b>	B5C	<p>To determine whether the following benefits are pensionable:</p> <ul style="list-style-type: none"> <li>- any allowance or supplement to reward additional skills and responsibilities that are applied and maintained outside the requirements of the contract of employment, but which are part of the wider functions of the job;</li> <li>- amounts paid in relation to continual professional development;</li> <li>- the difference between basic pay and the pay received while on temporary promotion or where temporarily undertaking the duties of a higher role.</li> </ul>	<p>The FRA has the discretion to decide if the benefit mentioned are to be treated as pensionable</p> <p>Except as provided for below the FRA will normally treat these payments as pensionable.</p> <p>The FRA will treat the difference between basic pay and the pay received while on temporary promotion or where temporarily undertaking the duties of a higher role as non pensionable from 1 July 2013.</p>
<b>2</b>	<b>Commutation of Pension for Lump Sum</b>	B7(5A)	<p>To pay a lump sum in excess of 2.25 times the full amount of pension to a member who is neither entitled to reckon at least 30 years' pensionable service nor retires at or after normal pension age.</p>	<p>The FRA has the discretion to pay a lump sum as set out in the regulations.</p> <p>The FRA will only do this in exceptional circumstances</p>
<b>3</b>	<b>Commutation – Small Pensions</b>	B8	<p>To commute a pension payable to a member who has attained state pensionable age to a</p>	<p>The FRA has the discretion to pay a small pension as one lump sum payment under</p>

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			lump sum where the pension does not exceed the statutory limit for commutation of small pensions.	<p style="text-align: center;">certain conditions.</p> <p style="text-align: center;">The FRA will consider each case on its merits.</p>
<b>4</b>	<b>Payment of Child's Allowance</b>	D8	To pay a child's allowance to a person in full-time education who was in full-time education immediately before their 19 <sup>th</sup> birthday, but has not continued to be in full-time education without a break since their 19 <sup>th</sup> birthday.	<p style="text-align: center;">The FRA has the discretion to pay a child pension to a person over the age of 19 who has had a break in full time education.</p> <p style="text-align: center;">The FRA will consider each case on its merits.</p>
<b>5</b>	<b>Dependent Relative's Gratuity</b>	E3(3)	To pay a gratuity to a relative (as defined) who was substantially dependent on the deceased immediately before their death and who is not entitled to any award under the 1992 Scheme.	<p style="text-align: center;">The FRA has the discretion to make a payment to dependent relative who is not otherwise entitled to an award.</p> <p style="text-align: center;">The FRA will consider each case on its merits.</p>
<b>6</b>	<b>Lump Sum in lieu of Surviving Spouse or Civil Partner's Pension</b>	E5(1)  E5(2)	<p>To commute a pension payable to a surviving spouse or civil partner to a lump sum where the pension does not exceed the statutory limit.</p> <p>To commute a pension, or any part of the pension, payable to a surviving spouse or civil partner to a lump sum where the deceased member died before aged 75 and where the surviving spouse or civil partner consents.</p>	<p style="text-align: center;">The FRA has the discretion to pay a pension/ part of a pension as a lump sum to a spouse or relative subject to limits and age restrictions of the deceased.</p> <p style="text-align: center;">The FRA will consider each case on its merits.</p>
<b>7</b>	<b>Lump Sum in lieu of Child's Allowance</b>	E6	To commute the whole or any part of a child's allowance to a lump sum where the allowance	<p style="text-align: center;">The FRA has the discretion to pay a pension/ part of a pension as a lump sum to a child</p>

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			<p>does not exceed the statutory limit and:</p> <ul style="list-style-type: none"> <li>- the FRA are satisfied there are sufficient resources;</li> <li>- a surviving parent or the child's guardian or, if he has neither, the child themselves consents; and</li> <li>- the deceased member died before aged 75.</li> </ul>	<p>subject to limits and age restrictions of the deceased.</p> <p>The FRA will consider each case on its merits.</p>
<b>8</b>	<b>Flat-rate Awards</b>	E9(6)	To pay higher rates of child's ordinary allowance or child's accrued allowance in cases where an election for flat rate awards has been made.	<p>The FRA has the discretion to pay a higher rate of pension where a flat rate award has been made.</p> <p>The FRA will consider each case on its merits.</p>
<b>9</b>	<b>Payment of Employer's Contributions in relation to Unpaid Absence</b>	F2(5)	To pay the employer's contributions that would otherwise be payable by a firefighter who has given notice within 6 months of returning to duty after a period of unpaid absence ( other than maternity, paternity or adoption leave) requiring the FRA to reckon all or part of that period of unpaid absence as pensionable service.	<p>The FRA has the discretion to pay the employer contributions in relation to an employee's unpaid absence.</p> <p>The FRA will not normally do this where the absence related to a trade dispute. In the case of other types of absence each case will be considered on its merits.</p>
<b>10</b>	<b>Previous Service Reckonable on Payment</b>	F4(3)( c)	To allow a firefighter, who has retired from previous employment with a fire and rescue authority with no pension other than an ill-health pension the unsecured portion of which has been terminated and who has again taken up employment as a regular firefighter, a longer	The FRA has the discretion to allow a longer period than 6 months for a firefighter to make payments in order to make up a period of pensionable service.

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			period than 6 months to undertake to make a payment in order to reckon the period they were entitled to reckon when they retired.	The FRA will only do this in exceptional circumstances.
11	<b>Period during which Injury Pension Payable Reckonable as Pensionable Service on Payment</b>	F5(1)( c)	To allow a person, who retired from employment with a fire and rescue authority with entitlement to an injury pension, and who resumed employment with a fire and rescue authority following an ill-health review, longer than 6 months from resuming such service to undertake to pay the required amount in order to be entitled to reckon as pensionable service the period during which they were entitled to the injury pension.	The FRA has the discretion to allow a longer period than 6 months for a firefighter to undertake to make payments in order to reckon as pensionable service a period when they were entitled to an injury pension.  The FRA will only do this in exceptional circumstances.
12	<b>Payments in Respect of Previous Service: Deductions</b>	F4,F5 and Schedule 6, Part 1, Paragraph 1(4)	In a case where a person has undertaken to pay an amount in order to be entitled to reckonable previous service as pensionable service but retires before they have paid the whole of that amount, to deduct any balance outstanding from any award to which the person becomes entitled on retirement (other than an award under Rule B6 – repayment of aggregate pension contributions),	The FRA has the discretion to deduct from a pension in payment an agreed amount being paid to make up pensionable service.  The FRA will normally seek to do this.
13	<b>Previous Service Reckonable following Actionable Loss</b>	F6A(3)	To allow a relevant firefighter longer than 12 months to give written notice to the FRA requesting them to accept payment of a transfer value in order to create or restore the firefighter's pensionable service. For the purposes of Rule F6A a relevant firefighter is a	The FRA has the discretion to allow longer than 12 months for a written request to transfer in a pension.  The FRA will not normally agree to this.

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		F6A(6)	<p>firefighter who:</p> <ul style="list-style-type: none"> <li>(a) had opted out of the 1992 Scheme and made contributions to a personal pension scheme;</li> <li>(b) has suffered financial loss as a result of actionable contraventions under Section 150 of the Financial Services and Markets Act 2000 as amended; and</li> <li>(c) has cancelled the election to opt out of the 1992 Scheme under Rule G3(5).</li> </ul> <p>To adjust the amount of a transfer value accepted under Rule F6A where a relevant firefighter has previously been credited with an additional period of pensionable service to ensure that no part of the additional period of pensionable service that was previously credited is included in the period of pensionable service credited under Rule F6A.</p>	<p>The FRA has the discretion to adjust the amount of a transfer value to ensure that no part of the additional period of pensionable service that was previously credited is included in the period of pensionable service</p> <p style="text-align: center;">The FRA will normally seek to do this.</p>
<b>14</b>	<b>Acceptance of Transfer Value</b>	F7(1)	<p>To accept a transfer value offered to the FRA by the managers of another superannuation scheme in relation to a firefighter who has taken up employment with the FRA and who has made a written request within 12 months of taking up employment for the transfer value to be accepted.</p>	<p>The FRA has the discretion to accept a transfer value offered by another FRA within 12 months of a firefighter commencing employment with the FRA.</p> <p style="text-align: center;">The FRA will consider each case on its merits.</p>
<b>15</b>	<b>Payment of Transfer Value</b>	F9	<p>To pay a transfer value in respect of a person who has, before state pensionable age, ceased</p>	<p>The FRA has the discretion to pay a transfer value where someone has started in a new</p>

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			<p>to be a firefighter or elected not to pay pension contributions and has become subject to another superannuation scheme (other than an approved scheme).</p> <p><b>Note:</b> Payment of a transfer value is mandatory where the receiving scheme is a registered scheme or qualifying recognised overseas pension scheme.</p>	<p>pension scheme. The FRA will consider each case on its merits.</p>
16	<b>Optional Pension Contributions during Maternity and Adoption Leave</b>	G2A	<p>To allow a firefighter a longer period than 30 days from the date they return to work (or, if they do not return to work, from the date they cease to be employed by the FRA) to elect to pay pension contributions in respect of maternity or adoption leave.</p>	<p>The FRA has the discretion to allow a firefighter more than 30 days after they return to work to elect to pay contribution to buy back pension for that period of absence</p> <p>The FRA will consider each case on its merits.</p>
17	<b>Election to Purchase Increased Benefits</b>	G6(4)	<p>To resolve to require an eligible firefighter who elects to purchase increased benefits to undergo, at their own expense, a medical examination and to satisfy the FRA as to their good health.</p>	<p>The FRA has the discretion to require firefighters to undertake a medical assessment at their own expense before allowing them to purchase additional pension benefits to check they are in good health.</p> <p>The FRA will normally do this</p>
18	<b>Discontinuance of Payment of Periodical Contributions for Increased Benefits in Cases of Financial Hardship</b>	G7(3)	<p>To consent to the discontinuance of payment of periodical contributions for increased benefits where the FRA are satisfied that payment is causing, or is likely to cause, financial hardship.</p>	<p>The FRA has the discretion to allow the ceasing of contributions paying for additional benefits where the employee is in financial hardship.</p>

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				The FRA will consider each case on its merits.
19	<b>Time Limit for Appeals against Decisions of a Medical Nature</b>	H2, Schedule 9, Part 1, Paragraph 1(2)(b)	To extend the time limit of 28 days (to a maximum of 6 months) for the giving of notice of appeal against a decision of a medical nature where the FRA are of the opinion that failure to give notice within the 28 day period was not due to the default of the appellant.	<p>The FRA has the discretion to extend the time limited of 28 that an individual has to give notice of a medical appeal where it is not the fault of the appellant.</p> <p>The FRA will consider each case on its merits.</p>
20	<b>Recovery of Fees in Appeal Cases</b>	H2, Schedule 9, Part 1, Paragraph 8(2)  H2, Schedule 9, Part 1, Paragraph 8(2A)	<p>In a case where, in an appeal against a decision of a medical nature, the board of medical referees hearing the appeal decides in favour of the FRA and reports that it in its opinion the appeal was frivolous, vexatious or manifestly ill-founded, to require the appellant to pay all or part of the fees and allowances payable to the specialist medical member of the board.</p> <p>In a case where, in an appeal against a decision of a medical nature, the appellant withdraws the appeal within 21 working days prior to the date fixed for an interview or medical examination by the board of medical referees hearing the appeal, to require the appellant to pay all or part of the total fees and allowances payable to the board.</p>	<p>The FRA has the discretion to require the appellant to pay all or part of the fees and allowances of a medical appeal if it is found that the appeal was frivolous, vexatious or manifestly ill-founded.</p> <p>The FRA will normally seek to do this, but will have regard to the facts of each case.</p> <p>The FRA has the discretion to require the appellant to pay all or part of the fees and allowances of a medical appeal if the appellant withdraws the appeal within 21 working days prior to the date fixed for an interview or medical examination by the board of medical referees hearing the appeal</p> <p>The FRA will normally seek to do this, but will have regard to the facts of each case.</p>

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21	<b>Commutation of Pension Credit Benefits</b>	IA2(1)	To commute the whole of a pension to which a pension credit member is entitled for a lump sum	<p>The FRA has the discretion to pay a lump sum instead of the whole of a pension to which a pension credit member is entitled for a lump sum</p> <p>The FRA will consider each case on its merits.</p>
22	<b>Reduction of Ill-health Award in Case of Default</b>	K3(1)	To reduce, by not less than half its amount, an ill-health award in a case where someone is permanently disabled and has contributed to their permanent disability by their own default.	<p>The FRA has the discretion to reduce an ill health award where someone who is permanently disabled contributed to the disability.</p> <p>The FRA will consider each case on its merits.</p>
23	<b>Withdrawal of Pension while Employed by a Fire and Rescue Authority</b>	K4	To withdraw all or any part of a pension (other than certain awards on death) for any period during which the person entitled to it is employed by any fire and rescue authority in whatever capacity.	<p>This is often referred to as ‘abatement’. The FRA has a discretion to reduce a pension payment if a pensioner member who is drawing their pension benefits takes up further employment with a fire and rescue authority and the total sum of their new salary and their pension exceeds their former salary.</p> <p>The FRA will, unless there are wholly exceptional circumstances, reduce a pension in such circumstances by the amount by which the aggregate of the member’s pension and the member’s new salary exceeds the member’s former salary.</p>



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24	<b>Withdrawal of Pension on Conviction of Certain Offences</b>	K5	<p>To withdraw all or part, and temporarily or permanently, of a pension where the person entitled to it has been convicted of:</p> <ul style="list-style-type: none"> <li>(a) the offence of treason; or</li> <li>(b) one or more offences under the Official Secrets Acts 1911 to 1989 for which the person convicted as been sentenced to a term of imprisonment for at least 10 years;</li> <li>(c) an offence committed in connection with their service as an employee of the FRA which is certified by the Secretary of State either to have been gravely injurious to the interests of the state or to be liable to lead to serious loss of confidence in the public service.</li> </ul>	<p>The FRA has the discretion to withdraw all or part, and temporarily or permanently, of a pension where the person entitled to it has been convicted of certain offences.</p> <p style="text-align: center;">The FRA will normally seek to do this.</p>
25	<b>Delayed Payment of Awards</b>	L3(1)  L3(7)	<p>To delay payment of a pension or allowance to the extent necessary to determine any question as to the liability of the FRA.</p> <p>To pay survivor's benefits from a date earlier than the first anniversary of the death in a case where the deceased received a gratuity or lump sum.</p>	<p>The FRA has the discretion to delay the payment of a pension or allowance as necessary to determine the liability</p> <p>The FRA has the discretion to pay survivor's benefits from an earlier date in a case where the deceased received a gratuity or lump sum</p> <p style="text-align: center;">The FRA will consider each case on its merits.</p>
26	<b>Payment of Awards to Minors</b>	L5(1)	To pay an award payable to a minor to such other person as the FRA determine, the award	The FRA has the discretion to pay an award due to be paid to a minor to another person

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			to be applied for the benefit of the minor by that other person in accordance with the FRA's directions.	for the benefit of the minor.  The FRA will consider each case on its merits.
27	<b>Payment of Awards in Cases where Those Entitled are Incapable of Managing their Affairs</b>	L5(2)	In a case where a person entitled to an award is incapable of managing their affairs by reason of mental disorder or otherwise:  (a) to pay the award to a person having the care of the person entitled to the award or to another person; or (b) to apply the award in such manner as the FRA think fit for the benefit of the person entitled to the award or their dependants.	Where a person is incapable of managing their affairs due to a mental incapacity, the FRA has the discretion to pay the award to another who can manage it on behalf of the individual.  The FRA will consider each case on its merits.
28	<b>Payment of Small Sums on Death</b>	L5(3)	To make a payment on the death of a person who was entitled to an award not exceeding the amount specified in an order under Section 6 of the Administration of Estates (Small Payments) Act 1965 without production of probate or other proof of title.	The FRA has the discretion to make a payment (up to a statutory limit) to the personal representatives of a deceased member or to a person appearing to be entitled to the estate without requiring a grant of probate or letters of administration.  The FRA will normally do this, but will have regard to the facts of each case and reserves the right to require probate or letters of administration in any particular case.
29	<b>Withholding of Pension in Cases of Fraud, Theft or Negligence</b>	L5(6)	To withhold all or part of any payments due to a firefighter in respect of pension where there has	The FRA has the discretion to withhold all or part of any payments where there has been

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			<p>been fraud, theft or negligence on the part of the firefighter in connection with their employment resulting in loss to the funds of the FRA.</p>	<p>fraud, theft or negligence on the part of the firefighter in connection with their employment resulting in loss to the funds of the FRA</p> <p>The FRA will consider each case on its merits.</p>
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