

tel (01772) 532091
fax (01772) 532600
e-mail julie.wisdom@pens.lancscc.gov.uk

Mr F G [REDACTED]

Your ref
Our ref IS/PEN/JW
Date: 15 February 2008

Dear Mr G [REDACTED]

FIREFIGHTER'S PENSION SCHEME INJURY PENSION REVIEW

As you know, the Fire Service has been in the process of reviewing your injury pension. This review has now been completed.

Unfortunately the review has revealed that due to the level of benefits you receive from the DWP, the injury pension should not have been in payment since 29 January 1999. As a result a substantial overpayment has occurred and I am writing to you in the first instance to let you know what steps we can take to agree to recover this overpayment.

You will appreciate that as pensions are paid from public funds Lancashire Fire & Rescue must seek full recovery. To enable a full discussion of this matter, including how the overpayment has arisen and how we can arrange recovery, I would be grateful if you could arrange to meet us at Fire Headquarters. Please contact Jayne Hutchinson, HR Manager, on (01772) 866841 to arrange a convenient appointment. Please let me know if you would like more detailed information regarding the overpayment before the meeting.

Please note that the injury part of your pension has been stopped with effect from your March pension payment. However your statutory pension of [REDACTED] per month will continue to be paid as normal.

Yours sincerely



Julie Wisdom
Caseworker Supervisor

Julie Wisdom
Casework Supervisor
Lancashire Pensions Services
County Hall Preston Lancashire
PR1 0LD





Please ask for: Lee Gardiner
Direct Line: 01772 866903
Email: leegardiner@lancsfirerescue.org.uk
Your Ref:
Our Ref: LG/SAR [redacted]
Date: 9 November 2010

Dear Mr [redacted]

Subject Access Request

I am writing further to your letter of 21 October 2010 where you requested a copy of your PRF, complete.

We are treating your correspondence as a subject access request under Section 7 of the Data Protection Act 1998.

In order for us to process your request please send us a cheque for £10.00 made payable to Lancashire Combined Fire Authority along with proof of your identity such as a copy of your passport or driving licence. Once in receipt of the fee and identity documentation we will begin the process of locating your information.

Please note that a subject access request does not allow access to all information held in your personnel file and associated records such as pension files. You are only entitled to receive information which constitutes personal data. For information held to constitute personal data an individual must be the focus of that information.

Please note that as your request for information is a request under Section 7 of the Data Protection Act we have 40 days from receipt of your fee and proof of identity in which to respond to you.

Should you have any queries with regards to this letter or require any additional information, please contact me on the details listed

Yours sincerely,

Lee Gardiner
Data Protection & Freedom of Information Officer

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH





24 February 2011

Mr R Warren
Lancashire Fire & Rescue Service
Fullwood
PRESTON
PR2 3LH

Dear Mr Warren

Allegations of Pension Over-payment

My injury pension was suspended from 1 March 2008 and was re-instated with effect from 1 June 2010, notwithstanding the fact that I became 65 years of age on [REDACTED] and, at that point, I was no longer eligible for Incapacity Benefit (IB). I have not had, but now require from you, a detailed statement which certifies to the last penny exactly how much you withheld from me during the 27 months referred to above. I have been concerning myself with the details of your allegations and have the following to state for the record.

On 26 August 1998 I signed, dated and returned to BHQ a document on which I stated how much I was to receive in the way of Incapacity Benefit. The injury element of my pension was then calculated in accordance with this information. On the first occasion that there was an increase in my IB I rang BHQ and informed them. I was told then that I was to expect increases in the IB payments according to DWP scales and that this procedure was understood, and that I need not tell them of such continuing changes. At that time I was informed that should any changes to my current situation take place, for example if I ceased to receive IB or started receiving another benefit, that would be the time to tell them. From my retirement onwards I was only in receipt of IB.

Note: During part of 2004 and 2005 our [REDACTED], received Disability Living Allowance, which was paid into my and my wife's joint account for us to administer, [REDACTED]. This has nothing to do with my injury pension and the matter in dispute; however, it may show up on DWP records.

During the time that I received IB, the only element that changed was the rate at which IB was paid and then only in accordance with the DWP scale. I have a letter from the DWP in which they itemise all the increases and the reasons for those increases, eg, the increase on [REDACTED] was because I had been in receipt of IB for 28 weeks, and was the change between their short term lower and short term higher rate. The increase on [REDACTED] was because I had been in receipt for 52 weeks and was the change between their short term higher and long term rate. I then remained on their long term rate, and all other changes were due to the April uprating.

It should be noted that the changes that took place were in accordance with the DWP's approved scales and did not constitute a different benefit. The Brigade personnel who dealt with pension administration at the time acted correctly by disregarding the rises in the scale of payment because the entitlement stayed the same.

At this point I refer you to correspondence between Mr B B [REDACTED] and yourselves, concerning alleged overpayment of his injury pension. In particular I refer to the last two paragraphs in one of your letters in which you admit that there was indeed 'poor administration'. Mr B [REDACTED] circumstances were very similar to my own, but clearly we have been treated differently. This is a matter which I find very disturbing.

Recently it has come to my attention that anecdotal or actual evidence exists which seems to indicate that two or more 'standards' were applied by the LFRS in resolving individual alleged 'overpayments'. It would appear that, for example, if one was a Freemason, any alleged debt was dealt with by using a different 'standard' to that applied to non-Freemasons. I suggest to you that in practice Freemasons did not repay any of their alleged 'debt', whilst non-Freemasons are continuing to repay their debt or have repaid it in full whether due to you or not. If this is the case, then it would be an appalling state of affairs with foreseeable grave consequences for those personally involved.

I request your personal written assurance and the personal written assurance of your deputy, Mr Hamilton, who is responsible for the day-to-day administration of the LFRS Pension Scheme, that there is no foundation whatsoever in these rumours and that all those affected Fire Service Veterans, regardless of their membership of any particular organisation, have been treated fairly and with exactly the same 'standard'.

Yours sincerely,

F M G [REDACTED] MIFireE

Mr F M G [REDACTED]

16th May 2011

Case Reference Number RFA0369450

Dear Mr G [REDACTED],

When I last wrote to you, I explained that when we receive data protection complaints, our obligation is to make an assessment. An assessment is the Information Commissioner's view about whether an organisation has followed the rules of good practice for handling information in the Data Protection Act 1998 (the DPA).

I also explained that our aim is to ensure that organisations deal with personal information properly in the future. Our assessment decisions can help us to decide whether we should take action against a particular organisation.

Our decision

I wrote to Lancashire Fire and Rescue Service about this matter and have now received its response. **On the basis of all of the information provided by you and Lancashire Fire and Rescue Service, we have decided that it is unlikely that Lancashire Fire and Rescue Service has complied with the requirements of the DPA in this case.**

This is because the ICO consider the personnel filing system at Lancashire Fire and Rescue Service to fall under the DPA, and therefore the Lancashire Fire and Rescue Service obliged to comply with your subject access request.



It should however be noted that Lancashire Fire and Rescue Service had sought to rely on some guidance issued by the ICO, and which appeared on our website. This guidance did not however accord with the ICO's view and has now been removed from our website and an updated version issued, a copy of which has been provided to Lancashire Fire and Rescue Service.

The Information Commissioner has decided that further regulatory action is not required at this time.

We have however advised Lancashire Fire and Rescue Service that we consider them to need to revisit your subject access request and provide you with a copy of the personal data you are entitled to receive from your Lancashire Fire and Rescue Service personnel file.

If they do not contact you directly I would suggest that you write to Lancashire Fire and Rescue Service 'restating' your subject access request and referring to your complaint to the ICO.

Next steps

However, most organisations want to put things right when they have gone wrong and learn from complaints that are raised with them. We have therefore asked Lancashire Fire and Rescue Service to consider the lessons learned during the course of this assessment and take steps to prevent the situation from happening again.

We will keep a record of your complaint and take this assessment into account if we receive further complaints about Lancashire Fire and Rescue Service. The information we gather from complaints may form the basis for action in the future.

Thank you for bringing this matter to our attention.

Yours sincerely,


Benedict Elliott

Case Officer – Complaints Resolution (Group 1)
Direct telephone 01625 545849





20 May 2011

Mr R Warren
Lancashire Fire and Rescue Service
Service Headquarters
Garstang Road
Fulwood
PRESTON

Dear Mr Warren

Further to my previous requests for sight of my PRF and subject data, I wish to restate that request. I have made reference to the Information Commissioner's Office (ICO) over this matter and have been informed that LCFRS are obliged to comply with that request and that you have been made aware of this fact, so:-

- a) please provide a copy of my personal record file and
- b) a copy of all correspondence between LCFRS and the LCC Pensions Department reference myself, and
- c) a copy of all correspondence between LCFRS and the DWP reference myself, and
- d) a copy of the minutes of the Injury Pension Award Sub-committee reference myself.

I have already paid the £10 fee for this at the time that I made my first request.

Yours

F M G 

Cc The Information Commissioner's office



Mr F M G [redacted]
[redacted]

Please ask for: Lee Gardiner
Direct Line: 01772 866903
Email: leegardiner@lancsfirerescue.org.uk
Your Ref:
Our Ref: LG/SAR/G [redacted]
Date: 8 August 2011

Dear Mr G [redacted]

Subject Access Request

I am writing further to the determination issued by the Information Commissioner's Office (ICO) on 16 May 2011 and subsequent correspondence from our Director of People and Development dated 27 May 2011.

Having reconsidered your request we remain of the view that our Personal Reference Files (PRFs) are not a *relevant filing system* as defined by the Data Protection Act 1998 (DPA) or by the Court of Appeal in the Durant Ruling (*Michael John Durant v Financial Services Authority [2003] EWCA Civ 174*) despite the ICO issuing revised guidance on the issue.

However, having considered all the guidance now available for responding to access requests as a gesture of goodwill to you I enclose a copy of your PRF as requested by the ICO.

Should you have any queries with regards to this letter or require further clarification which I can provide please contact me on the details listed.

Yours sincerely,

Lee Gardiner
Data Protection & Freedom of Information Officer

Headquarters
Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH





10 August 2011.

Mr.R.Warren

Lancashire Fire & Rescue Service HQ

Fulwood, Preston, Lancs.

PR2 3LH

Daer Mr.Warren,

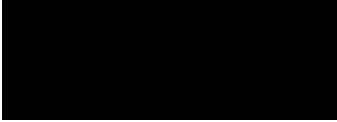
- Thank you for your letter of the 8th inst with its recorded delivery enclosure of my PRF.
- I am glad to note by your action that you have finally conceded to the Information Commissioner and to me that it is my legal entitlement to have all my subject data under the DPA.
- I assume that you will also be forwarding PRFs to all the other FSVs I know have applied to you for their PRFs?
- I am puzzled by the statement, 'gesture of goodwill', by your Mr.Gardiner.You have a duty to comply with the law it has always been as simple as that, goodwill is not involved.
- Mr.Gardiner does not state what the intent of this 'goodwill' is? It would have been more constructive if you and Mr.Gardiner had responded during the last 4 years to the 6 or 7 formal invitations you have received from the FSVs to meet under the auspices of the Leader of the LCC or the Courts Service to construct a resolution to the mess you have created by your maladministration.
- I am surprised if you think that I have shred of goodwill or trust in you or the LFRS after the bullying and hardship treatment you have deliberately meted out to myself, my family, and to all the others involved.
- In moving progress on my part I would like you by return to confirm and give me an assurance, which Mr. Gardiner omitted to state in his letter, that this bundle has in no manner or form been censored or weeded by you to the legal advantage in law of the LFRS?; and that no other records of mine exist which you have decided to be economical with in non compliance with the law?
- Consequently I would like your confirmation in writing that this bundle of documents contains every single record retained by you in respect of my total service, including and especially all the statutory records and most essentially all the DWP records and information I have brought to your attention during

my retirement and which you have a statutory duty to maintain and retain especially in respect of the administration of my pensions.

- If you are unable to confirm the completeness of these records then I expect that you will provide me with a detailed explanation why any records might be missing, where they went, and under whose jurisdiction they are now so that I may obtain them?
- An immediate glance through this bundle confirms that I do not see the other documentation I have requested from the ICO and you in respect of the LCC Pensions Services correspondence and the Minutes of the CFA Injury Sub-Committee. I am sure this is an oversight on your part but I would appreciate some prompt indication when I am likely to receive these?
- It has long been the opinion of myself and the other FSVs that you and the LFRS have engaged in the maladministration of our pension records by not retaining all those statutory records and information from all sources which you have a duty to retain including the DWP records and information I have brought to the attention of the LFRS during my retirement. This is why myself and others have requested copies of our PRFs.
- You will recall that in my case I have repeatedly drawn to your attention the similarity in my case with that of Mr. B. [REDACTED] and the special treatment which in my opinion he received. You have chosen to ignore my letters when I have repeatedly brought this your attention.
- I have now superficially looked at the contents of my PRF and I conclude even at this early point that my PRF supports my prior position and my contention fully. It is clear I have more records and information than you ought to have, records and information which I have brought to your attention but which in the failure of your statutory duty you have failed to record in my PRF.
- Later I will carry out a detailed examination of my PRF with my family not looking for records or information that are self evidently there but which records and information is not there and which because of your failure of statutory duty you have failed to retain in my PRF.
- Even at this early point it is my conclusion that your action and decision in interfering with and stopping the payment of my Injury Award was based on your statutory failure to retain my proper record and information and thus your decision was and is baseless in law.
This was because of your failure of statutory duty to maintain and retain my records and information properly which I and other agencies brought to your attention in the past years.
You simply did not have the correct and proper information upon which to base the unlawful decision which you took.
- The unlawful circumstances which you created by interfering with and suspending my Injury Award imposed direct financial hardship on me and my family all without having the courtesy to me of considering with me the impact your ill supported in law decision would and did have on me and my family.
- Even though you restored my Injury Award at one point you have failed to give me an accurate accounting of the monies you have removed from me, monies which I believe were in excess of the 'overpayment' you alleged. Neither have you responded to my correspondence which required you to consider returning those monies with County Court interest.

- Your actions have caused me both physical and emotional harm and in the longer term in the light of what my PRF will further reveal I intend to take action against you personally and the LFRS to recover what is justly mine and to seek damages from you for causing me this unnecessary harm and distress.

Yours Sincerely,



F. M. G. [REDACTED] MIFireE.

Assistant Divisional Fire Officer(Rtd)

Mr F M G [REDACTED]

Your ref:
Our ref: YPS/JW
Date: 23 February 2015

Dear Mr G [REDACTED]

I refer to your recent email regarding the calculation of your ill health Injury pension benefits. The regulations that cover this are as follows

Ill health Pension - Regulation B3

Injury Pension – Regulation B4

I have enclosed the extracts from the Firemen's Pension Scheme Regulations 1992 (FPS) that cover these regulations.

When you retired your pensionable service was more than 10 years therefore we use the provisions of paragraph 4 of regulation B3 from Schedule 2 Part B, Part III to calculate the ill health pension. However we also need to take account of paragraph 5 that advises us of the restriction on the pensionable service we can use and any ill health enhancement awarded. The restriction is such that we cannot calculate a higher pension than would have become payable had you retired normally on account of age i.e. at age 55 and become entitled to an ordinary pension.

* Therefore as you had 35 years 285 days service at retirement we need to calculate your pension as an ordinary pension under regulation B1 as follows

Calculation of an ordinary pension regulation B1 from Schedule 2 Part B, Part I

Subject to Parts VII and VIII of this Schedule, the amount of an ordinary pension is—

$$(30 \times A / 60) + (2 \times A \times B / 60)$$

where—

A is the person's average pensionable pay, and

B is the period in years (subject to a maximum of 5 years) by which his pensionable service exceeds 25 years.

Administered by



In partnership with



Your Pension Service

PO Box 100, County Hall, Preston, PR1 0LD



The Government Standard

Your average pensionable pay figure for the period 23 July 1997 to 22 July 1998 as advised by Lancashire Fire was [REDACTED]

The pension payable to you is therefore

$$(30 \times [REDACTED] / 60) + (2 \times [REDACTED] \times 5 / 60) = [REDACTED] + [REDACTED] = [REDACTED]$$

Injury Pension and Gratuity

Your percentage disablement was assessed as being 24% and as you had more than 25 years' service your injury pension was based on 60% of your average pensionable pay.

Therefore the injury pension was calculated as at 22 July 1998 as follows

60% x [REDACTED]	=	[REDACTED]
Less ¾ of ill health pension	=	[REDACTED]
Less Incapacity benefit	=	[REDACTED]
Injury pension due	=	[REDACTED]
Injury Gratuity = 12.5% x [REDACTED]	=	[REDACTED]

If you require any further details please let me know

Yours sincerely



Julie Wisdom
Performance Manager

Ill-health award under regulation B3

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

(2) A person to whom this rule applies becomes entitled on retiring—

(a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and

(b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Calculation of ill-health award under regulation B3 from Schedule 2 Part B, Part III

1.—(1) Paragraphs 2 to 5 have effect subject to Parts VII and VIII of this Schedule, and paragraphs 3 and 4 have effect subject to paragraph 5.

(2) In paragraphs 2 to 4, A is the person's average pensionable pay.

2. Where the person has less than 5 years' pensionable service, the amount of the ill-health pension is—

$$A \times B / 60$$

where B is the greater of one year and the period in years of his pensionable service.

3. Where the person has at least 5 but not more than 10 years' pensionable service, the amount of the ill-health pension is—

$$2 \times A \times C / 60$$

where C is the period in years of his pensionable service.

4. Where the person has more than 10 years' pensionable service, the amount of the ill-health pension is the greater of—

$$20 \times A / 60$$

and

$$(7 \times A / 60) + (A \times D / 60) + (2 \times A \times E / 60)$$

where—

D is the period in years of his pensionable service up to 20 years,
and

E is the period in years by which his pensionable service exceeds 20 years.

5.—(1) Where—

(a) if the person had continued to serve until he could be required to retire on account of age, he would have become entitled to an ordinary or short service pension ("the notional retirement pension"), and

(b) the amount calculated in accordance with paragraph 3 or 4 exceeds the amount of the notional retirement pension,

the amount of the ill-health pension is that of the notional retirement pension.

(2) The notional retirement pension is to be calculated by reference to the person's actual average pensionable pay

Injury award under regulation B4

B4.—(1) This rule applies to a regular firefighter who has retired and is permanently disabled if the infirmity was occasioned by a qualifying injury.

(2) A person to whom this rule applies is entitled—

(a) to a gratuity, and

(b) subject to paragraphs (3) and (4), to an injury pension,

both calculated in accordance with Part V of Schedule 2.

(3) Payment of an injury pension is subject to paragraph 4 of Part V of Schedule 2.

(4) Where the person retired before becoming permanently disabled, no payment in respect of an injury pension shall be made for the period before he became permanently disabled.

PART V
INJURY AWARDS

1.—(1) Subject to Part VIA of this Schedule, the amounts of the injury gratuity and the injury pension shall be calculated by reference to the Table below.

(2) In the headings in the Table references to relevant service are references to service which either was, or would but for an election under rule G3 or a failure to elect under rule G2A have been, reckonable as pensionable service.

Table

Percentage disablement	Gratuity as percentage of average pensionable pay	Pension as percentage of average pensionable pay			
		Less than 5 years' relevant service	5 or more but less than 15 years' relevant service	15 or more but less than 25 years' relevant service	25 or more years' relevant service
25 or less (slight disablement)	12.5	15	30	45	60
More than 25 but not more than 50 (minor disablement)	25	40	50	60	70
More than 50 but not more than 75 (major disablement)	37.5	65	70	75	80
More than 75 (severe disablement)	50	85	85	85	85

2.—(1) The amount of a person's injury pension calculated in accordance with paragraph 1 shall be reduced by three quarters of the amount of any other pension calculated by reference to pensionable service reckonable by virtue of the period of service during which he received the qualifying injury or, where an election under rule G3 had effect or the person failed to make an election under rule G2A, by the amount of any other pension which would otherwise have been so calculated.

(2) For the purposes of sub-paragraph (1) any reduction of the other pension under rule B7 or B9 (commutation and allocation) or under Part VIII of this Schedule or by virtue of a pension debit shall be disregarded.

3.—(1) In respect of any week for which the person is entitled to an additional benefit mentioned in sub-paragraph (2) the amount of his injury pension calculated in accordance with paragraph 1 shall, subject to sub-paragraph (6), be reduced by the amount of the benefit.

(2) The additional benefits are—

- (a) so much of any disablement pension under section 57 of the Social Security Act 1975(a) ("the 1975 Act") as relates to the qualifying injury, together with any relevant increase,
- (b) so much of any reduced earnings allowance under section 59A of the 1975 Act as relates to the qualifying injury, and
- (c) until the material date, any benefit mentioned in sub-paragraph (3), together with any relevant increase.

(3) The material date for the purposes of sub-paragraph (2)(c) is the first day after the person's retirement which is not, or is deemed not to be, a day of incapacity for work within the meaning of section 14 or 15 of the 1975 Act, or, as the case may be, a day on which he is incapable for work within the meaning of section 36 of the 1975 Act, and the benefits are-

- (a) any sickness benefit under section 14 of the 1975 Act, including one to which he is only entitled by virtue of section 50A of that Act, and
- (b) any invalidity pension under section 15 of the 1975 Act, including any additional component comprised in it in pursuance of section 14 of the Social Security Pensions Act 1975, and
- (c) any severe disablement allowance under section 36 of the 1975 Act.

(4) In relation to the additional benefit mentioned in sub-paragraph (2)(a), relevant increases comprise any increase in the benefit attributable to an increase in the pension-

- (a) by way of unemployability supplement under section 58 of the 1975 Act, excluding any increase under section 59 in the supplement,
- (b) under section 60 of the 1975 Act (special hardship), or
- (c) under section 64 or 66 of the 1975 Act (dependants),

and so long as the person is receiving treatment as an in-patient at a hospital as a result of the qualifying injury, any increase in the pension under section 62 of the 1975 Act (hospital treatment).

(5) In relation to the additional benefits referred to in sub-paragraph (2)(c), any increase under any provision of Chapter III of Part II of the 1975 Act (dependants) is a relevant increase.

(6) Where the provisions governing scales of additional benefits have changed after the person ceased to be a regular firefighter, the amount of the reduction in his injury pension in respect of any week on account of a particular benefit shall not exceed what it would have been if those provisions had not changed; where the benefit includes an amount attributable to an increase under section 60 of the 1975 Act (special hardship), it is to be assumed that the increase would have borne the same relationship to the former maximum for increases under that section.

(7) Where a person has become entitled to a disablement gratuity under section 57 of the 1975 Act in respect of the qualifying injury, this paragraph has effect as if he were entitled under that section during the relevant period to a disablement pension of the amount that would be produced by converting the gratuity into an annuity for that period; the relevant period is the period taken into account, in accordance with section 57 of the 1975 Act, for the purpose of making the assessment by reference to which the gratuity became payable.

4. No payment shall be made in respect of an injury pension for any week in which the aggregate reductions under paragraphs 2 and 3 equal or exceed the amount of the pension calculated in accordance with paragraph 1.

5.—(1) This paragraph applies where a person who becomes entitled to an injury pension—

- (a) received the qualifying injury during a period of sickness which included 1st April 1972 or ended before 1st July 1973, and
- (b) is entitled to reckon less than 5 years' pensionable service,

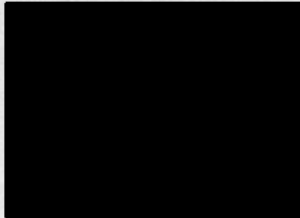
and the provisions as to calculation and payment that were contained in article 15 (special pensions) of the Firemen's Pension Scheme 1971(a) ("the 1971 provisions") would have been more favourable to him than those of paragraphs 1 to 4 above.

(2) Where this paragraph applies—

- (a) paragraphs 1 to 4 above do not apply, and
- (b) the injury pension shall be calculated and payable as if the 1971 provisions had continued in force and had applied in his case.

Phone: 01772 530530
Web: www.yourpensionsservice.org.uk
Email: AskPensions@lancashire.gov.uk

Mr F M G [REDACTED]



Your ref:
Our ref: YPS/JW
Date: 7 April 2015

Dear Mr G [REDACTED]

I refer to your recent letter regarding the calculation of your ill health Injury pension benefits. The regulations that cover this are as follows

A person's notional retirement pension is—
 $(A \times E / 60) + (2 \times A \times F / 60)$

where—

A is the person's average pensionable pay,
E is the period in years of his notional service up to 20 years, and
F is the period in years by which his notional service exceeds 20 years.


A person's notional service is the period in years that he would have been entitled to reckon as pensionable service if he had continued to serve until he could—

- (a) retire with a maximum ordinary pension (disregarding rule B1(2)), or
- (b) be required to retire on account of age,

whichever is the earlier.

As you had attained 30 years within the Fire Pension Scheme when you retired on 22 July 1998 this basis was used to calculate your ill health pension with the pensionable pay for your last 365 days being used.

yours sincerely


Julie Wisdom
Performance Manager

Administered by:



In partnership with



Your Pension Service
PO Box 100, County Hall, Preston, PR1 0LD

Your Pension Service is administered by Lancashire County Council



The Government Standard

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tuesday 1st September 2015.

My Pensions

Dear Chief Fire Officer,

Prelude:

1. I was an Officer with the rank of Assistant Divisional Officer in Lancashire County Fire Brigade; I was seriously injured on an incident; and I was subsequently compulsorily retired from the Service in 1998.

Pension Law:

2. Thus I became and remain a Member of the Lancashire Fire & Rescue Pension Scheme. By law you are my pension Scheme manager and thus accountable to me for the accurate administration of my pensions.
3. You are in turn accountable in law to Parliament via the Minister of State for Pensions, Pensions Minister Baroness Altmann CBE for the correct and lawful administration of my scheme and its full compliance with all applicable pension scheme law.
4. The Pensions Minister holds jurisdiction over my Scheme using her subordinate Pensions Regulator; Pensions Ombudsman; and for the purposes of the Fire Service her jurisdiction extends to the DCLG Fire Service Pensions Committees and its departmental Fire Pension Team; and thus to you as my Scheme manager;
5. The Pensions Regulator(TPR) duties include ensuring your compliance with the Scheme Rules and its Regulatory law using TPR Standards which preclude obfuscation or deliberate delay. If you are found not to be in compliance, the TPR is empowered to take remedial and/or punitive action.

6. The Pensions Ombudsman and his Deputy are also under the Minister's jurisdiction for the purpose of ensuring that scheme Members' Complaints are dealt with promptly, fairly, and without obfuscation or deliberate delay, a legal duty which also extends to you.
7. Under the existing scheme Regulations you have the right to delegate your legal responsibilities and its day-to-day managerial duties and you have chosen to do so utilising your Mr. R.Warren Director of People & Development but the ultimate responsibility for my scheme in law continues to rest with you.
8. Can I remind those involved with the administration of my pensions that you; by delegation your Mr.Warren; and by legal extension your LCC Pensions Services contractors have a duty at law which is to respond to my enquiries honestly, promptly, and transparently under the terms of Statutory Instrument 2013 No.2734 The Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013 which came into force on the 6th April 2014.

Dishonest Misconduct:

9. Recently with your approval, Mr. Warren issued two written internal instructions to non-uniformed/uniformed personnel which established, by an abuse of power, an impractical embargo which prevents all LFRS staff from responding to enquiries from the 2000+ Members, Widows, and beneficiaries of your pension Scheme; these instructions listed and named individual Fire Service Veterans and their beneficiaries.
10. Furthermore, Mr.Warren stated that should any member of staff choose to act contrary to his instructions they will be subjected to disciplinary measures including dismissal.
This is regarded as *undesirable fetter on the freedom of both Fire Service Veterans and LFRS staff* and is a matter which I and others intend to raise with the Local Government Ombudsman; the Pension Regulator; the Pensions Ombudsman; and ultimately the Pensions Minister.

The Correspondence:

11. Your Mr.Warren is well aware, or he ought to be, that over the past few months I have been writing to your pensions contractor Lancashire Pensions Services in the person of Ms Julie Wisdom your pension expert raising detailed queries in the matter of my Fire Brigade pensions.
12. Ms.Wisdom failed to answer my initial correspondence for a considerable time then on prompting she did so claiming that, though correctly addressed, the letter had gone to Merseyside before being re-directed to Lancashire?

A second letter was sent in which I raised several points, some of which were legal points, and once again several weeks passed without reply?
I sent a third letter and on the 29th July 2015 Ms.Wisdom replied. She indicated that my second letter,though correctly addressed by me as previously, had not been received?

13. This is a disturbing matter which I intend raising with the Head of Pensions Mrs D. Lister and with the Leader of the County Council.
14. I do not intend here to rehearse my detailed and technical correspondence with Ms Wisdom for I shall assume that if Mr. Warren is correctly discharging his function of my scheme manager he has had available to him copies of my correspondence with Ms. Wisdom.
15. Disappointingly I have never been invited to a pastoral care meeting to discuss my so obvious pension concerns.
16. Suffice it to say that Ms. Wisdom in her responses has *confirmed* that she has, and continues to use, as her legal authority the following:
 - a) the 1992 Statutory Instrument No:129(as amended);
 - b) the 1992 Home Office 'Commentary';
 - c) that had I not been injured I could have remained in pensionable service until aged 60 years;
 - d) that I was compulsorily discharged by the LFRS under Rules B3 – ill Health and Rule B4 – Injury Award;
 - e) that the correct formulae to be applied under these Rules is as follows:
 1. for ill health Pensions- within Schedule II; Personal Awards; Part III; Rule B3;ill health pension; Page 45;
 2. for Injury Awards within Schedule II; Personal Awards; Part V Rule B4;Injury Awards; Page 46;

Disappointingly I have not had answers to some legal questions which were raised in my second letter which Ms.Wisdom now claims she did not receive?

Ordinary Pension vis-a-vis Ill-health Pension:

17. It is a simple breach of Statute Law and contradiction to pay any Member of the Scheme a Rule B1 Ordinary Pension in substitution for an *entitlement to* a Rule B3 Ill-health Pension which the Fire Authority already determined:

Schedule 2;Article2(2);The Firemens's Pension Scheme
1992;Arrangement of Rules; Part B Personal Awards;

Ordinary Pension;

Rule B1.-(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then:

- a) has attained the age of 50, and
(b) is entitled to reckon at least 25 years' pensionable service, and
(c) does not become entitled to an ill-health award under rule B3.
(My underline).

Simple Questions:

18. You have in correspondence incorrectly claimed that the Statutory Instrument requires you to pay me what is in effect a Rule B1 pension. But since that denies any, and all compensation for loss occasioned by *early compulsory retirement*, and provides precisely the same pension falling due to me as if I had taken early retirement by choice, how in law can your interpretation be correct?

What legal Opinion have you taken?

What 'legal authority' have you used to support your action?

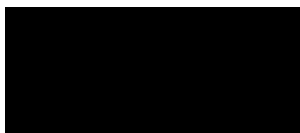
If none, then by what legal authority have you paid me, since 1998, a Rule B1 Ordinary Pension as though it was a compulsory retirement Rule B3 Ill-health Pension?

19. The even simpler question which must be answered by you, my scheme manager, is as follows:

Why am I, and other injured LFRS Firefighters, who have been compulsorily retired by you with compensatory B3 ill health and B4 injury awards (prescribed by law) being denied that compensation by being paid unlawfully by you a B1 Ordinary Pension which is due to those who by choice chose to retire early, or who had completed their full service uninjured?

20. I expect to receive a prompt and detailed explanation within the next 7 days failing which I will initiate without further notice Stage I of the IDRP provided for such purposes in law.

Yours Sincerely,



Mr F M G [REDACTED]

Please ask for: Bob Warren
Telephone: 01772 866804
Email: bobwarren@lancsfireandrescue.org.uk
Your Ref:
Our Ref: BW/JLW
Date: 1 October 2015

Dear Mr G [REDACTED]

I have been passed the letter you have sent to the Chief Fire Officer dated 1 September 2015 (received on 14 September) concerning your pension as I am the appropriate person for these matters within Lancashire Fire & Rescue Service.

In response to your points I would advise you of the following:

- Lancashire Combined Fire Authority (LCFA) is the scheme manager for the Firefighters Pension schemes.
- Although the LCFA retains accountability they have delegated the management of the scheme to myself.
- Therefore I am the appropriate person to respond to you.

As you are aware, the administration of your pension is undertaken on behalf of LCFA by Lancashire County Council's "Your Pension Service" (YPS).

YPS responded to this query on 23 February 2015 and by their letters of 26 May 2015, 29 July 2015 and 7 April 2015. I believe this correspondence addresses your issue.

I will, however, restate the position in respect of the calculation of your Ill Health Injury Pension.

The regulations that cover this are as follows:

- Ill Health Pension - Regulation B3
- Injury Pension – Regulation B4

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



I have enclosed the extracts from the Firemen's Pension Scheme Regulations 1992 (FPS) that cover these regulations.

When you retired your pensionable service was more than 10 years. Therefore we use the provisions of paragraph 4 of regulation B3 from Schedule 2 Part B, Part III to calculate the ill health pension. However we also need to take account of paragraph 5 that advises us of the restriction on the pensionable service we can use and any ill health enhancement awarded. The restriction is such that we cannot calculate a higher pension than would have become payable had you retired normally.

Therefore as you had 35 years 285 days service at retirement we need to calculate your pension as an ordinary pension under regulation B1 as follows:

Calculation of an ordinary pension regulation B1 from Schedule 2 Part B, Part I

Subject to Parts VII and VIII of this Schedule, the amount of an ordinary pension is

$$(30 \times A / 60) + (2 \times A \times B / 60)$$

where

- *A* - is the person's average pensionable pay, and
- *B* - is the period in years (subject to a maximum of 5 years) by which his pensionable service exceeds 25 years.

Your average pensionable pay figure for the period 23 July 1997 to 22 July 1998 as advised by Lancashire Fire was [REDACTED]

The pension payable to you is therefore:

$$(30 \times [REDACTED] / 60) + (2 \times [REDACTED] \times 5 / 60) = [REDACTED] + [REDACTED] = [REDACTED]$$

Injury Pension and Gratuity

Your percentage disablement was assessed as being 24% and as you had more than 25 years' service your injury pension was based on 60% of your average pensionable pay.

Therefore the injury pension was calculated as at 22 July 1998 as follows

$$60\% \times [REDACTED] = [REDACTED]$$

$$\text{Less } \frac{3}{4} \text{ of ill health pension} = [REDACTED]$$

$$\text{Less Incapacity benefit} = [REDACTED]$$

$$\text{Injury pension due} = [REDACTED]$$

$$\text{Injury Gratuity} = 12.5\% \times [REDACTED] = [REDACTED]$$

Put another way, a person's notional retirement pension is:

- $(A \times E / 60) + (2 \times A \times F / 60)$

where

- A - is the person's average pensionable pay,
- E - is the period in years of his notional service up to 20 years, and
- F - is the period in years by which his notional service exceeds 20 years.

A person's notional service is the period in years that he would have been entitled to reckon as pensionable service if he had continued to serve until he could:

- (a) retire with a maximum ordinary pension (disregarding rule B1[2]), or
- (b) be required to retire on account of age,

whichever is the earlier.

As you had attained 30 years within the Fire Pension Scheme when you retired on 22 July 1998 this basis was used to calculate your ill health pension with the pensionable pay for your last 365 days being used.

For the sake of completeness I would also advise you that you are mistaken about the reason and content of the "internal instruction". This instruction was necessary, and issued by myself, as a response to the specific actions of an individual who has been declared vexatious. It was to ensure that any such queries were dealt with appropriately and was an internal administration action.

Yours sincerely



Bob Warren
Director of People and Development

Encs

Firefighters' Pension Scheme: Internal Disputes Resolution Procedure (IDRP)



Stage One Application

This application may be submitted by a person (or nominated representative) who is (a) an active, deferred or pensioner member of the Firefighters' Pension Scheme, or the New Firefighters' Pension Scheme; (b) a widow, widower or surviving dependant of a deceased member of the FPS or NFPS; (c) a surviving non-dependant beneficiary of a deceased member of the FPS or NFPS; (d) a prospective member of the NFPS; (e) persons who have ceased to be within any of the categories in (a) to (d); or (f) persons who claim to be a person mentioned in (a) to (e) and the dispute relates to whether he is such a person..

To the Chief Fire Officer, Lancashire Fire and Rescue Authority

1. I wish to apply for a decision to be made, under section 50 of the Pensions Act 1995, in respect of the disagreement set out in this application.
2. I understand that an application may not be made where, in respect of a disagreement:
 - A notice of appeal has been issued under Rule H2 of the Firefighters' Pension Scheme 1992, Part 8, rule 4 of the New Firefighters' Pension Scheme 2006 or Part 6, rule 2 of the Firefighters' Compensation Scheme 2006 (appeal to a board of medical referees against a decision on an issue of a medical nature), or
 - Proceedings in respect of this dispute have begun in any court or tribunal, or
 - The Pensions Ombudsman has commenced an investigation into a complaint or a dispute referred to him.
3. The nature of the disagreement is set out in the attached page(s).

Complete in all cases (in Block capitals)

Full Name of Scheme Member	[REDACTED]
Role and employment reference	[REDACTED]
Address of Scheme Member	[REDACTED]
Member's Date of Birth	[REDACTED]
Member's National Insurance Number	[REDACTED]

Complete if complainant is not a Scheme member (in Block Capitals)

[REDACTED]

Full Name of Complainant	[REDACTED]
Address for Correspondence	[REDACTED]
Relationship of complainant to Scheme Member (if relevant)	N/A

Nature of disagreement

Give a statement of the nature of the disagreement with sufficient details to show why aggrieved. If necessary, continue details on to another page and attach the application form with any supporting documents.

1. Having contributed into the pension scheme I was entitled to serve until aged 60 to retire on a full B1 pension based on the APP of my full service retirement rank. This involved no loss of salary.
2. Or, I could have chosen to retire early on a B1 pension based on service and APP at my time of leaving. In that case I alone, not the service, would have been liable for loss of future salary and higher pension.
3. In the alternative: on suffering injury for which I was not responsible and if compulsorily discharged from the Service early on grounds of ill health, the service was liable for all future loss in salary and pension.
4. S1 129 1992 specifies a B3 'ill-health' pension as compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health
5. SI 129 1992 prohibits payment of a B1 pension to a person awarded a B3 pension.
6. I was retired on grounds of ill health and awarded a B3 pension. I am paid a B1 pension - Why?

Signature of complainant (or representative) [REDACTED] Date 18th December 2015.

N.B.

Dear Chief Fire Officer,

Prior correspondence on this matter with your Pension Service contractor the LCC YPS exists and you as my pension Scheme Manager should have copies of that correspondence and be aware of its contents. You should also have recorded this correspondence in my PRF.

Mr F M G [REDACTED]
[REDACTED]

Please ask for: Chris Kenny
Telephone: 01772 866800
Fax:
Email: chriskenny@lancsfirerescue.org.uk
Your Ref:
Our Ref: IDR/2015/FMG
Date: 19 February 2016

Dear Mr G [REDACTED]

**FIREFIGHTERS' PENSION SCHEME
PENSIONS ACT 1995, SECTION 50
Internal Dispute Resolution Procedures: Stage One**

I have considered your application received on 21 December 2015 for a decision to be made under Section 50 of the Pensions Act 1995 in respect of your disagreement referred to in the application.

From reading your submission, whilst it can be surmised what you consider to be the issue, by virtue of the previous correspondence to which you refer, your statement of the nature of disagreement including why you feel aggrieved contained in your submission does not actually identify any disagreement and why you feel aggrieved.

I have therefore responded below to the statements that you have submitted.

- 1. Having contributed to the pension scheme I was entitled to serve until aged 60 to retire on a full B1 pension based on the APP of my full service retirement rank. This involved no loss of salary.**

As your retirement was due to ill health you became entitled to an ill health pension under regulation B3 therefore the ordinary pension under regulation B1 is not due, as indicated in part (1) (c) of the extract below:

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



Ordinary pension entitlement under regulation B1

B1.-(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then-

- (a) Has attained the age of 50, and
- (b) Is entitled to reckon at least 25 years' pensionable service, and
- (c) **Does not become entitled to receive an ill-health award under rule B3.**

(2) This rule does not apply-

- (a) To a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) Unless his notice of retirement was given with the permission of the fire authority, to a chief fire officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) Where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

~~(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part 1 of Schedule 2.~~

2. **Or, I could have chosen to retire early on a B1 pension based on service and APP at my time of leaving. In that case I alone, not the service, would have been liable for loss of future salary and higher pension.**

Under the terms of the pension scheme you had the option to retire at age 50 with 25 years or more pensionable service. At the point of your 50th birthday, on 17th December 1993 would have achieved 31 years pensionable service and therefore had the option to retire with maximum pension from this date on. In this scenario you would have received a full B1 pension.

3. **In the alternative: on suffering for which I was not responsible and if compulsorily discharged from the Service early on grounds of ill health, the service was liable for all future loss in salary and pension.**

As stated above, as your retirement was as a result of ill health you became entitled to a pension under regulation B3, see below:

Ill-health award under regulation B3

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

(2) A person to whom this rule applies becomes entitled on retiring—

(a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and

(b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Calculation of Ill-health award under regulation B3 from Schedule 2 Part B, Part III

1.—(1) Paragraphs 2 to 5 have effect subject to Parts VII and VIII of this Schedule, and paragraphs 3 and 4 have effect subject to paragraph 5.

(2) In paragraphs 2 to 4, A is the person's average pensionable pay.

2. Where the person has less than 5 years' pensionable service, the amount of the ill-health pension is—

$$A \times B / 60$$

where B is the greater of one year and the period in years of his pensionable service.

3. Where the person has at least 5 but not more than 10 years' pensionable service, the amount of the ill-health pension is—

$$2 \times A \times C / 60$$

where C is the period in years of his pensionable service.

4. Where the person has more than 10 years' pensionable service, the amount of the ill-health pension is the greater of—

$$20 \times A / 60$$

and

$$(7 \times A / 60) + (A \times D / 60) + (2 \times A \times E / 60)$$

where—

D is the period in years of his pensionable service up to 20 years, and

E is the period in years by which his pensionable service exceeds 20 years.

5.—(1) Where—

(a) if the person had continued to serve until he could be required to retire on account of age, he would have become entitled to an ordinary or short service pension ("the notional retirement pension"), and

(b) the amount calculated in accordance with paragraph 3 or 4 exceeds the amount of the notional retirement pension,

the amount of the ill-health pension is that of the notional retirement pension.

(2) The notional retirement pension is to be calculated by reference to the person's actual average pensionable pay

4. **S1 129 1992 specifies a B3 'ill-health' pension as compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.**

Appendix 1 is an extract of SI 129 1992 Part B Personal Awards (Pages 16 and 17). I am unable to see any reference in the Statutory Instrument to this being compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.

I would advise you these issues were raised (as I believe you are aware) by another retired member of staff with the Pensions Ombudsman who has confirmed that there is no grounds for this construct.

5. **S1 129 1992 prohibits payment of a B1 pension to a person awarded a B3 pension.**

B1 (c) states "does not become entitled to an ill-health award under rule B3" which appears to prevent a member from receiving a rule B1 pension who has been awarded an ill-health pension under rule B3.

However, as stated in my response to Question 3 above, particularly in reference to "paragraph 5 that advises" that the restriction on pensionable service and any ill health enhancement awarded. The restriction is such that a higher pension than would have become payable had the member retired normally on account of age i.e. at age 55 and become entitled to an ordinary pension.

At retirement you had 35 years 285 days pensionable service. Your pension was calculated as an ordinary pension under regulation B1 as follows:"

6. **I was retired on the grounds of ill health and awarded a B3 pension. I am paid a B1 pension – Why?**

Please refer to response to Question 5.

In considering the pension regulations contained in the above letter I am able to confirm that your pension benefits paid are correct and see no reason to deviate from the explanation already advised to you by your pension and myself.

If you are not content with this decision, you have a right to apply for reconsideration of the disagreement by the Lancashire Combined Fire and Rescue Authority no later than six months from the date of this notice. A form designed for this purpose can be obtained from me at Fire Service Headquarters, Garstang Road, Fulwood, Preston, PR2 3LH.

TPAS (the Pensions Advisory Service) is available to assist members and beneficiaries of pension schemes in connection with any difficulty with a scheme which remain unresolved. TPAS can be contacted at 11 Belgrave Road, London, SW1V 1RB; Telephone 0845 6012923.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chris Kenny', written in a cursive style.

Chris Kenny
Chief Fire Officer

Compulsory retirement on grounds of efficiency of brigade

A14. A whole-time member of a brigade who—

- (a) was appointed on terms under which he is or may be required to engage in fire-fighting, and
- (b) has attained the age of 50, and
- (c) has, or but for an election under rule G3 would have, completed 25 years' pensionable service,

may be required by the fire authority to retire on the grounds that his retention in the brigade would not be in the general interests of its efficiency.

Compulsory retirement on grounds of disablement

A15.—(1) Subject to paragraph (2), a regular firefighter may be required by the fire authority to retire on the date on which the authority determine that he ought to retire on the ground that he is permanently disabled.

(2) A retirement under this rule is void if, on an appeal against the medical opinion on which the fire authority acted in determining that he ought to retire, the medical referee decides that the appellant is not permanently disabled.

Effective date of retirement

A16. For the purposes of this Scheme a member of a brigade shall be taken to retire immediately after his last day of service.

PART B

PERSONAL AWARDS

Ordinary pension

B1.—(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then—

- (a) has attained the age of 50, and
- (b) is entitled to reckon at least 25 years' pensionable service, and
- (c) does not become entitled to an ill-health award under rule B3.

(2) This rule does not apply—

- (a) to a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) unless his notice of retirement was given with the permission of the fire authority, to a chief officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part I of Schedule 2.

Short service award

B2.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter—

- (a) who retires as required by rule A13 (compulsory retirement on account of age) and does not on retiring become entitled to an ordinary pension under rule B1, or
 - (b) who retires on or after attaining the age of 65, is entitled to reckon at least 2 years' pensionable service, and is not entitled to any other pension or gratuity under this Part.
- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service, to a short service pension calculated in accordance with Part II of Schedule 2, and
 - (b) in any other case, to a short service gratuity calculated in accordance with Part IV of Schedule 2.

Ill-health award

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and
 - (b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Injury award

B4.—(1) This rule applies to a regular firefighter who has retired and is permanently disabled if the infirmity was occasioned by a qualifying injury.

- (2) A person to whom this rule applies is entitled—
- (a) to a gratuity, and
 - (b) subject to paragraphs (3) and (4), to an injury pension,
- both calculated in accordance with Part V of Schedule 2.
- (3) Payment of an injury pension is subject to paragraph 4 of Part V of Schedule 2.
- (4) Where the person retired before becoming permanently disabled, no payment in respect of an injury pension shall be made for the period before he became permanently disabled.

Deferred pension

B5.—(1) This rule applies to a regular firefighter who is entitled to reckon at least 2 years' pensionable service or, though not so entitled—

- (a) has an earlier period of service as a regular firefighter which, disregarding breaks in service of not more than a month, is continuous and which, after deducting from it any period during which an election under rule G3 not to pay pension contributions had effect and aggregating the remainder with his pensionable service, amounts to 2 years or more, or



16 June 2016.

County Councillor Mr.F.DeMolfetta
Chairman-Lancashire Combined Fire Authority
Lancashire Fire & Rescue Service HQ
Fulwood, Preston, Lancs.
PR2 3LH

IDRP – Stage II Application.

Dear County Councillor Mr.F.DeMolfetta,

Herewith attached is my IDRP - Stage II Application for consideration by the LCFA Committee.

Please acknowledge receipt of the attached, and inform me when the Stage II panel is to be convened; the names of elected membership of the committee on the panel who will decide Stage II ; and subsequently a record of the duration, the vote taken, and by whom.

For the purpose of this process you should consider that I regard the public records of your Decision as my 'subject data' falling within the meaning of the 1998 Data Protection Act when subsequently accessing any and all records of proceedings held in either Part 1 & Part 2 of your Meetings.

I draw particular attention to the individual legal duties laid on you by the nature of your public appointment and of your other elected Members of the LCFA in respect of the criminal law and your absolute individual obligation in law when an allegation of a crime has been reported to you, for you to investigate such criminal illegality in my case, and if substantiated, to report this matter to the Chief Constable; and concerning which, in the absence of such action by you and your Councillors, I give you notice of my intention to lay Criminal Information, both jointly and severally, with the appropriate authorities.

Yours Sincerely,



F. M. G. [Redacted] MIFireE.
Assistant Divisional Fire Officer(Rtd)

Firefighters' Pension Scheme: Internal Disputes Resolution Procedure (IDRP)



Stage Two Application

If a person is dissatisfied with the decision of the Chief Fire Officer or the person specified by him at Stage 1 of the IDRP, an application may be submitted by that person (or nominated representative) for the decision to be confirmed or replaced by the decision of elected members of the fire and rescue authority. The authority may provide for decisions to be taken by or on their behalf by one or more of their number.

To the Lancashire Combined Fire Authority

1. I am applying for reconsideration of the IDRP Stage I decision of 19th February 2016 made under section 50 of the Pensions Act 1995. I understand that the Fire and Rescue Authority will either confirm the decision or replace it.
2. I understand that an application may not be made where, in respect of the matter:
 - A notice of appeal has been issued under Rule H2 of the Firefighters' Pension Scheme 1992, Part 8, rule 4 of the New Firefighters' Pension Scheme 2006 or Part 6, rule 2 of the Firefighters' Compensation Scheme 2006 (appeal to a board of medical referees against a decision on an issue of a medical nature), or
 - Proceedings in respect of this dispute have begun in any court or tribunal, or
 - The Pensions Ombudsman has commenced an investigation into a complaint or a dispute referred to him.
3. I attach a copy of the notice of the Chief Fire Officer's Decision referred to and a statement of the reasons for my dissatisfaction with that decision.

Complete in all cases (in Block capitals)

Full Name of Scheme Member	[REDACTED]
Role and employment reference	[REDACTED]
Address of Scheme Member	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Member's Date of Birth	[REDACTED]
Member's National Insurance Number	[REDACTED]

Complete if complainant is not a Scheme member (in Block Capitals)

Full Name of Complainant	[REDACTED]
Address for Correspondence	[REDACTED]
Relationship of complainant to Scheme Member (if relevant)	[REDACTED]

Nature of disagreement

Give a statement of the nature of the disagreement with the decision made by the Chief Fire Officer or the person specified by him. If necessary, continue details on to another page and attach the application form with any supporting documents.

IDRP- Conclusion of Stage I.

The Material Facts.

1. On the 22nd July 1998 I was compulsorily retired by the Lancashire Combined Fire Authority(LCFA) as disabled pursuant, inter alia, to the provisions of the Fire Services Superannuation Rules, 'The Firemen's Pension Scheme Order 1992', Statutory Instrument No.129, Rule A9 Qualifying Injury, and Rule A10 Disablement.
2. As a consequence of Rule A9 and Rule A10 the LCFA awarded me, under the Order, a Rule B3 Ill-health Pension, and a Rule B4 Injury Award.
3. However, I have, to date, in contravention of Statutory Instrument No.129, Rule B1.- (1);(C), been paid a Rule B1 Ordinary pension instead of the correct Rule B3 Ill-health pension, and as a miscalculation consequence, the correct Rule B4 Injury Award.
4. Rule B1.-(1);(C) prohibits the payment of a Rule B1 Ordinary pension to those awarded a Rule B3 Ill-health pension stating in Regulation B1 Ordinary pension entitlement:

"B1.- (1) Subject to paragraph (2), this rule applies to a regular fire-fighter who retires if he then -

(c) does not become entitled to an ill-health award under rule B3."

Nature of the Disagreement.

1. I disagree that the LCFA have, since inception, paid me my correct pensions. I have not been paid the correct pensions I am lawfully entitled to under the 1992 Statutory Instrument No.129 Regulations.
2. I disagree that the 1992 Statutory Instrument No.129 Regulations, under which the LCFA purports to be paying my correct pension can properly be construed in law in any way to sanction any sum, awarded as a Rule B3 ill-health pension, *as the same in sum as a Rule B1 Ordinary pension* – which is the pension falling due to a Firefighter taking early voluntary retirement by choice.
3. I assert, that the LCFA has illegally, knowingly, dishonestly, and systematically defrauded me, inter alios, of all compensation for loss of career, rank, pension, and for the injury suffered, which is provided for in law to compensate a Firefighter in event of being forced to take early retirement by reason of ill health/injury.
4. I assert, that the LCFA to save money and enrich itself has jointly with those managing, administering, calculating, and paying Rule B3 ill-health and other pensions, severally engaged in criminal action; and have together conspired to avoid paying me the legally proper sums due to me and to those compulsorily required to retire due to ill health/injury; but also to deny to me and those to be retired, sight of any document to inform them of their Statutory rights on their Pension Scheme.

Home Office Commentary on the Firefighters Pension Scheme.

1. I assert, that the LCFA have engaged in deception, to avoid paying due and proper pensions by denying me and other such retirees, sight or knowledge of the 1992 "Home Office Commentary on the Firefighters Pension Scheme" provided for the guidance of laymen pension managers and retirees alike.

2. The Home Office Commentary's legal intent was clear and speaks for itself...

“For the most part the text uses the “second person” to keep the style informal but this does not mean it is addressed only to firefighters. It is intended mainly to help local authority superannuation officers who have to administer the scheme.”

The LCFA have by way of deliberately avoiding this guidance knowingly perverted the course of justice by avoiding the proper calculation and payment of pensions lawfully due to me which are those specifically provided for in law.

3. They did so to deliberately mislead me, who relied on their honesty as the pension provider with their fiduciary duty to me, to make me mistakenly believe that the Rule B1 Ordinary pension and a miscalculated(reduced)Rule B4 Injury award which they were actually paying me was in fact the correct Rule B3 ill-health and Rule B4 Injury awards, as though they were those provided for by law.

The Common Ground.

1. I refer to the Chief Fire Officer's IDRPs Stage I written decision of the 19th February 2016, which is attached in which the LCFA accepts the following in common ground:
 - a) The LCFA may terminate service under “Rule 14 – Compulsory retirement on grounds of efficiency of brigade”, but that was not my case.
 - b) The LCFA accepts that a Firefighter may choose early retirement in full health to pursue another career, in which case he becomes entitled to a Rule B1 Ordinary pension as provided by law.
 - c) The LCFA accepts that it follows that on making such a choice the fire-fighter avoids by his own volition; a full service; promotions; pay increases; and higher pension falling due on full service.
 - d) The LCFA accepts that where a Firefighter continues to contribute to the pension scheme(after 30 years) he would have been entitled, in my rank, to have served until aged 60, and then to retire on a full Rule B1 Ordinary pension based on the Average Pensionable Pay (APP) of full service and any further achieved retirement rank;
 - e) The LCFA accepts that by receiving my pension Scheme contributions after 30 years' service, and knowing I had not opted out under Rule G3 accepts that but for my enforced retirement I would have so benefitted at the age of 60 years, or 40 years' service, whichever came first.
 - f) The LCFA accepts that had I completed my service to the age 60 years, or 40 years' service, whichever came first, that I would have been entitled to receive a Rule B1 Ordinary pension calculated at that time on my APP, and further promotion, if any.
 - g) The LCFA accepts that I did not complete my service to the age of 60 years by reason of a 'qualifying' service injury for which they obtained the necessary medical Opinions and confirmation *before* implementing Rule A9 & Rule A10 leading to my compulsory early retirement;
 - h) The LCFA accepts that, under the 1992 Statutory Instrument No.129, and its compulsory discharge decision under the Scheme Rules that I was entitled to receive a Rule B3 Ill-Health pension and a Rule B4 Injury Award, which they nominally awarded;
 - i) The LCFA accepts that I am not entitled under 1992 Statutory Instrument No.129 to receive a Rule B1 Ordinary pension if awarded a Rule B3 Ill-Health pension by them;

- j) The LCFA accepts that their calculated pension paid to me is in the sum of a Rule B1 Ordinary pension due had I been retiring early by my own choice, and is not in compensation, at all, for loss of future career, potentially higher rank, or a higher pension;
- k) The LCFA accepts that the Rule B3 ill-health and Rule B4 Injury Award provisions are made in law to recognise time served – whether ended by voluntary choice or ill-health/injury - but if by ill health/injury - to compensate for the loss of future service, achieved rank, and pension emoluments, occasioned by enforced compulsory early retirement – such being the effect of the material formulae set out in SI 129, Schedule 2.

2. In arbitrary denial of *this common ground and law* the Chief Fire Officer, by his Decision denies my request for correction of my pensions but supplies no Legal Authority; no independent Opinion, or Opinions, to support his position; nor any logical reason for his Decision and accordingly I am dissatisfied and wish to continue to dispute it.

The Law and LCFA.

1. The 1947 Fire Services Act was pivotal legislation in respect of the post WW II return of Local Authority control to their control functions which included the provisions of lawful Fire Service pensions.

The Act with its Statutory Instruments made specific provision for the anticipated recurring operational injuries which would occur in future Fire Service operations and also anticipated the inevitable Service/personal litigation which would follow.

The purpose of this generous part of the enactment, without fault awards, was to reduce Local Authority and personal litigation legal costs and Court attendances.

This provision, which was welcomed by the Fire Brigades Union and approved by the Central Fire Brigades Advisory Council, eventually led to legislative revisions in the 1973(Rule B3 introduced) and 1992 Pension Schemes, with a further revised Rule B3 within 1992 Statutory Instrument No.129.

2. In his decision the Chief Fire Officer, in absence of legal authority, deliberately misleads and misdirects himself by misusing an Appendix which - having misled the Pensions Ombudsman earlier by the same deception – he knows to be entirely bogus.

There is no such thing as the so called 'Appendix' to the original legislation pursuant to which I was forced to take early retirement. That legislation was and remains the 1992 Statutory Instrument No.129 - guidance, for retirees and user laymen alike, for its legal effects being specified in the companion "Home Office Commentary". In the absence of specific retro-active provisions, any subsequent amendment of legislation can, as the Chief Fire Officer well knows, can be of no legal effect in my case.

There has been no such retro-active legislative provision.

I quote verbatim , your Decision Letter refers:

“ Appendix 1 is an extract of SI 129 1992 Part B Personal Awards (pages 16 and 17). I am unable to see any reference in the Statutory Instrument to this being compensation for loss of future rank, salary, and a higher pension denied those forced in to early retirement by reason of ill health”

He is fraudulent in ostensibly basing his decision on this bogus legal authority which is a travesty of his public duty when he denies the whole purpose of the applicable legislation.

3. Pursuant to the material Statutory Instrument I ask:

a) Is it therefore the Chief Fire Officer's contention that a Rule B1 Ordinary pension and a Rule B3 ill-health pension are, in effect, one and the same thing?

- b) If not, in what way do they differ in legal practice and why am I being paid a Rule B1 Ordinary pension purporting to be a Rule B3 ill-health pension?
- c) Does the Chief Fire Officer take the view, and if so is it the policy, that it is legally correct to dismiss any injured Firefighter from further service due to ill-health/injury with a Rule B1 Ordinary pension calculated on the same basis as though he was taking early voluntary retirement by choice?
- d) If so, is the Chief Fire Officer confirming that it is the legal policy of the LCFA to compulsorily discharge a Firefighter whilst not awarding more than the sum calculated for a Rule B1 Ordinary pension entitlement to Firefighters, whether or not, their careers are cut short by ill-health/injury?
- e) Is it the policy of the LCFA to cut its pension bill by retiring all injured personnel on a straight B1 Ordinary pension without compensation?
- f) On what basis does the LCFA place its own unlawful interpretation, an illegal and layman's convenient avoidance of the law, which is clearly at odds with the common law and which specifically denies the expressed intention for the Statute to be interpreted as compensatory as in common law, or better, - made inescapably plain in the 1992 'Home Office Commentary' at:

Page B3-2 In answer to question 'How much is the pension...',
“ or what could have been earned by compulsory retirement age”,
 and at...

Page B3-2 states 'your basic ill-health pension is...', stated as...
“or what you could have earned by your compulsory retirement age.”

N.B. Note the difference in tense and language confirming two distinctive statements.

- g) It is a given in common law that where an employer is liable for the loss of a career, quantum of damages includes, above any sum for pain and suffering, the amount required to put that person, in so far as money can, in the position they would have been in but for their loss.
- h) It is a given that the DCLG in their document “Fire and Rescue Authorities - Health, safety and welfare framework for the operational environment” June 2013, accurately states the law, in that 'The Health and Safety at Work Act 1974' applies to 'all activities of', and so imposes a General Duty on the LCFA to ensure the health safety and welfare of its Firefighter employees, breach of which is actionable under common law and by prescription of Section 47 (2) of the Act for damages which binds the Crown (Section 48), the Firefighter being relieved by SI.129 of contribution by reason of contributory negligence on being required to take early retirement on grounds of ill-health, and that damages includes death or injury (Sec 47 (6)) and that damages are defined under tort to compensate for the injury as a matter of general damage and by way of special damage, all financial loss occasioned by the early retirement.
- i) State precisely by what legal authority does the LCFA pay me less than I would be entitled to under common law?

In particular paying me the pension I would have been entitled to had I taken early retirement by choice, thus denying me compensation for my lost career, emoluments, future promotions and the pension which I would have earned but for such enforced retirement?

- j) If the LCFA denies that a Firefighter so forced into retirement may sue the authority, on considering the awarded Rule B3 and/or Rule B4 award insufficient, state precisely the legal authority relied upon for denying such right in law.
If none, then by what right does the LCFA deprive me of Rules B3 and B4 awards in any lesser sum than a Court would award in accordance with the normal quantum of damages, general, and special?
- k) If it be contended that I am being paid the correct pension then distinguish it from an Ordinary B1 pension to demonstrate to me in law that compensation is being paid in 'special damages' for the loss of my career?
- l) Since a Firefighter has common law rights under the 1974 HSW Act on what basis does the LCFA reduce those under Rule B3?
- m) What is the Chief Fire Officer's precise Legal Authority upon which he - a layman - relies to deny those forced into early retirement by reason of ill health/injury, less than a common law award in damages - in compensation for their loss of promotion, salary and pension, et al?
- n) Can the Chief Fire Officer explain, quoting Legal Authority and independent Opinion(s) what purpose does he consider the Statutory Instrument is required to serve by the enactment of its Rule B3 & B4 provisions?
- o) Please explain why having retired me early on the grounds of ill health/injury with a purported Rule B3 ill-health pension and Rule B4 Injury Award, in what way, using what legal authority, does the LCFA say that the present pension I receive, namely a Rule B1 Ordinary Pension (this being the same sum due to me had I been taking early voluntary retirement by choice) in any way compensates me for loss of career and future pension, as provided within the 1992 Statutory Instrument No.129?
- p) Please explain why the LCFA concealed; ignored; was not guided by; and did not produce for its own, mine, and the guidance and understanding of others, the '1992 Home Office Commentary on the Firefighters Pension Scheme' which in intended plain English, provides the clear legal distinctions and benefits between Rules B1; B3; and B4 pensions ?

The Law – The Nub of the Matter.

Throughout the correspondence leading to the implementation of IDRPs the LCFA, though repeatedly asked for its legal authority for application of its layman's interpretation of the 1992 Statutory Instrument No.129, contrary to the law and intended legal effect as construed and specifically set out by the promulgating Department of State in its 'Home Office Commentary', and having wrongfully adopted such laymen's interpretation in denial of Home Office guidance as to the correct legal construction of its legislation, state precisely - on the application of the Chief Fire Officer's/LCFA 'interpretation' reducing my ill health pensions to be, in legal effect, a B1 pension – is to what purpose?

For the intent was its direct impact on the final ill-health/injury pension (under)calculation by misuse of the Statutory formulae.

It follows, does it not, that those attempting to comprehend the form of words used and their legal meaning in Rule B3 are simply incapable of understanding the legal prose and have deliberately avoided seeking an independent Opinion, or Opinions, to defend their unlawful arbitrary position;

Or, they do understand and are avoiding career accountability and transparency when their original significant errors are publicly examined. An examination which they seek to avoid, by

deliberately misconstruing the meaning of the words of the provision in the 1992 Statutory Instrument No.129 *used to distinguish* the five Paragraphs within Rule B3.

In his Stage I Decision the Chief Fire Officer has denied legal effect of Rule B3; Paragraphs 1-4; and Paragraph 5, by his misconstruction of these Paragraphs which ought to have been used in my final B3 ill-health pension calculation formula.

- a) In particular, he has taken the word 'is', in relation to Paragraphs 1-4, to mean the same as 'by reference to' in Paragraph 5 which is to knowingly, fraudulently, deny Paragraph 5 its specified and/or any legal effect;
- b) By such deliberate misconstruction he has fraudulently misrepresented that the sum of a Rule B1 Ordinary pension could be, and lawfully was, a Rule B3 ill-health pension;
- c) By such deceit in misconstruction he has *denied the lawful effects* of Paragraphs 4 and 5 *on* Rule B3.

Another Case.

1. In his decision the Chief Fire Officer referred obliquely to another case which has no bearing on my IDR Application, but in which I believe the then (layman) Pensions Ombudsman was unable to recognise or consider the weight of the '1992 Home Office Commentary on the Firefighters Pension Scheme' by reason that the LCFA had misled him by fraudulently presenting, misrepresenting, and misquoting the '2008 Commentary on the 2006 FPS' as though it was the '1992 Home Office Commentary on the Firefighters Pension Scheme'.
2. This is not my case and the Chief Fire Officer can be under no such delusion that it is. He well knows that the '1992 Home Office Commentary on the Firefighters Pension Scheme' was issued for guidance and understanding to layman of the law as provided for in 1992 Statutory Instrument No.129.
3. By his written Decision, if not withdrawn and my pension corrected, the Chief Fire Officer becomes further complicit in a conspiracy to perpetuate and further such illegal misconduct and will further conspire with his subordinates, and those he has delegated, including his pension contractors managing my pensions, to avoid the lawful payment of my correct pensions.

Misconduct in Public Office.

1. I assert, that those so engaged on behalf of the LCFA, knowingly abused the trust arising from their fiduciary relationship with me in that I was reliant upon their integrity and honesty to calculate and pay me the pensions prescribed by law for me.
2. They have abused their collective public offices and the trust of the Firefighters and have by deliberate and criminal misrepresentation presented false sums in payment to me and others, namely Rule B1 Ordinary pensions, purporting these to be Rule B3 ill-health and Rule B4 Injury Award entitlements as if these payments were their true legal entitlements.
3. If not acting so, then on what Legal Authority are any of the LCFA servants or agents so acting?
If none, then in what way is such conduct not fraudulent, or those engaged in the process of this deception not engaging in an abuse of their public office in a conspiracy to defraud?
4. I assert, that all these malfeasant acts can only be objectively and impartially construed and viewed as *prima facie* Statutory crimes by reason of the ritualised and repeated institutionalised violation and contravention of the applicable regulatory Act, or Acts.

Conclusion.

1. I am dissatisfied and disagree with the Chief Fire Officer's Stage I Decision for the reasons I have stated and I hereby give notice that I now wish to invoke Stage II of the Statutory IDRG.
2. I request that this Dispute now be placed in *per curiam* before the nominated and duly elected Members of the LCFA for reconsideration which should be executed within the Statutory framework of two calendar months from the date of receipt of this hand delivered Application.
4. I request that I be paid the correct emoluments in compliance *with LCFA original pension decisions* and in compliance with the law, the 1992 Statutory Instrument No.129, Rules B3 and Rule B4.
5. I request that I be reimbursed all underpaid monies due to me, or my estate, which commenced at the inception of my pensions, and that my gratuities and emoluments be re-calculated with commercial compound interest as determined by established and relevant Court case law.
6. I was compulsorily retired on grounds of ill health/injury and awarded a Rule B3 ill-health pension and Rule B4 Injury Award and in closing I reiterate the question:

Why am I being paid the sum of the Rule B1 Ordinary pension I would have been entitled to had I been retiring by voluntary choice, instead of a Rule B3 ill-health pension and Rule B4 Injury Award provided for within the 1992 Statutory Instrument No.129 which was to compensate me for my lost career, the pay and emoluments due to higher rank I may have achieved, and pension falling due on my full service, all lost to me by way of forced early retirement, due to injury in service for which the LCFA is statutorily liable in no lesser sums in compensation for my injury and loss than a Court would award by way of ordinary and special damages – and in such a case as this - aggravated damage should a judge take the view that the LCFA, its servants or agents, deserve censure for the illegal and fraudulent denial of payment due and particularly so where the conduct was in clear and deliberate avoidance of State Guidance on how to interpret and apply the law, - thus perverting the course of Justice for gain.

7. This Application has been sent to each Member of the Committee to each of whom notice is hereby given that should the de facto conspiracy to defraud *not be repudiated individually by the elected Members of the LCFA and my pensions be corrected with appropriate other compensation*, that I shall lay criminal information before the appropriate authorities at the conclusion of Stage II, which said Criminal Information will, jointly and severally, include, each and every, such delinquent Member.



Signature of complainant Date: 16th June 2016.



Mr F M G [REDACTED]
[REDACTED]

Please ask for: Chris Kenny
Telephone: 01772 866800
Fax:
Email: chriskenny@lancsfirerescue.org.uk
Your Ref:
Our Ref: IDR/2015/FMG
Date: 19 February 2016

Dear Mr G [REDACTED]

**FIREFIGHTERS' PENSION SCHEME
PENSIONS ACT 1995, SECTION 50
Internal Dispute Resolution Procedures: Stage One**

I have considered your application received on 21 December 2015 for a decision to be made under Section 50 of the Pensions Act 1995 in respect of your disagreement referred to in the application.

From reading your submission, whilst it can be surmised what you consider to be the issue, by virtue of the previous correspondence to which you refer, your statement of the nature of disagreement including why you feel aggrieved contained in your submission does not actually identify any disagreement and why you feel aggrieved.

I have therefore responded below to the statements that you have submitted.

- 1. Having contributed to the pension scheme I was entitled to serve until aged 60 to retire on a full B1 pension based on the APP of my full service retirement rank. This involved no loss of salary.**

As your retirement was due to ill health you became entitled to an ill health pension under regulation B3 therefore the ordinary pension under regulation B1 is not due, as indicated in part (1) (c) of the extract below:

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



Ordinary pension entitlement under regulation B1

B1.-(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then-

- (a) Has attained the age of 50, and
- (b) Is entitled to reckon at least 25 years' pensionable service, and
- (c) **Does not become entitled to receive an ill-health award under rule B3.**

(2) This rule does not apply-

- (a) To a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) Unless his notice of retirement was given with the permission of the fire authority, to a chief fire officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) Where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

~~(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part 1 of Schedule 2.~~

2. **Or, I could have chosen to retire early on a B1 pension based on service and APP at my time of leaving. In that case I alone, not the service, would have been liable for loss of future salary and higher pension.**

Under the terms of the pension scheme you had the option to retire at age 50 with 25 years or more pensionable service. At the point of your 50th birthday, on 17th December 1993 would have achieved 31 years pensionable service and therefore had the option to retire with maximum pension from this date on. In this scenario you would have received a full B1 pension.

3. **In the alternative: on suffering for which I was not responsible and if compulsorily discharged from the Service early on grounds of ill health, the service was liable for all future loss in salary and pension.**

As stated above, as your retirement was as a result of ill health you became entitled to a pension under regulation B3, see below:

Ill-health award under regulation B3

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

(2) A person to whom this rule applies becomes entitled on retiring—

(a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and

(b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Calculation of Ill-health award under regulation B3 from Schedule 2 Part B, Part III

1.—(1) Paragraphs 2 to 5 have effect subject to Parts VII and VIII of this Schedule, and paragraphs 3 and 4 have effect subject to paragraph 5.

(2) In paragraphs 2 to 4, A is the person's average pensionable pay.

2. Where the person has less than 5 years' pensionable service, the amount of the ill-health pension is—

$$A \times B / 60$$

where B is the greater of one year and the period in years of his pensionable service.

3. Where the person has at least 5 but not more than 10 years' pensionable service, the amount of the ill-health pension is—

$$2 \times A \times C / 60$$

where C is the period in years of his pensionable service.

4. Where the person has more than 10 years' pensionable service, the amount of the ill-health pension is the greater of—

$$20 \times A / 60$$

and

$$(7 \times A / 60) + (A \times D / 60) + (2 \times A \times E / 60)$$

where—

D is the period in years of his pensionable service up to 20 years, and

E is the period in years by which his pensionable service exceeds 20 years.

5.—(1) Where—

(a) if the person had continued to serve until he could be required to retire on account of age, he would have become entitled to an ordinary or short service pension ("the notional retirement pension"), and

(b) the amount calculated in accordance with paragraph 3 or 4 exceeds the amount of the notional retirement pension,

the amount of the ill-health pension is that of the notional retirement pension.

(2) The notional retirement pension is to be calculated by reference to the person's actual average pensionable pay

4. **S1 129 1992 specifies a B3 'ill-health' pension as compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.**

Appendix 1 is an extract of SI 129 1992 Part B Personal Awards (Pages 16 and 17). I am unable to see any reference in the Statutory Instrument to this being compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.

I would advise you these issues were raised (as I believe you are aware) by another retired member of staff with the Pensions Ombudsman who has confirmed that there is no grounds for this construct.

5. **S1 129 1992 prohibits payment of a B1 pension to a person awarded a B3 pension.**

B1 (c) states "does not become entitled to an ill-health award under rule B3" which appears to prevent a member from receiving a rule B1 pension who has been awarded an ill-health pension under rule B3.

However, as stated in my response to Question 3 above, particularly in reference to "paragraph 5 that advises" that the restriction on pensionable service and any ill health enhancement awarded. The restriction is such that a higher pension than would have become payable had the member retired normally on account of age i.e. at age 55 and become entitled to an ordinary pension.

At retirement you had 35 years 285 days pensionable service. Your pension was calculated as an ordinary pension under regulation B1 as follows:"

6. **I was retired on the grounds of ill health and awarded a B3 pension. I am paid a B1 pension – Why?**

Please refer to response to Question 5.

In considering the pension regulations contained in the above letter I am able to confirm that your pension benefits paid are correct and see no reason to deviate from the explanation already advised to you by your pension and myself.

If you are not content with this decision, you have a right to apply for reconsideration of the disagreement by the Lancashire Combined Fire and Rescue Authority no later than six months from the date of this notice. A form designed for this purpose can be obtained from me at Fire Service Headquarters, Garstang Road, Fulwood, Preston, PR2 3LH.

TPAS (the Pensions Advisory Service) is available to assist members and beneficiaries of pension schemes in connection with any difficulty with a scheme which remain unresolved. TPAS can be contacted at 11 Belgrave Road, London, SW1V 1RB; Telephone 0845 6012923.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chris Kenny', written in a cursive style.

Chris Kenny
Chief Fire Officer

Compulsory retirement on grounds of efficiency of brigade

A14. A whole-time member of a brigade who—

- (a) was appointed on terms under which he is or may be required to engage in fire-fighting, and
- (b) has attained the age of 50, and
- (c) has, or but for an election under rule G3 would have, completed 25 years' pensionable service,

may be required by the fire authority to retire on the grounds that his retention in the brigade would not be in the general interests of its efficiency.

Compulsory retirement on grounds of disablement

A15.—(1) Subject to paragraph (2), a regular firefighter may be required by the fire authority to retire on the date on which the authority determine that he ought to retire on the ground that he is permanently disabled.

(2) A retirement under this rule is void if, on an appeal against the medical opinion on which the fire authority acted in determining that he ought to retire, the medical referee decides that the appellant is not permanently disabled.

Effective date of retirement

A16. For the purposes of this Scheme a member of a brigade shall be taken to retire immediately after his last day of service.

PART B

PERSONAL AWARDS

Ordinary pension

B1.—(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then—

- (a) has attained the age of 50, and
- (b) is entitled to reckon at least 25 years' pensionable service, and
- (c) does not become entitled to an ill-health award under rule B3.

(2) This rule does not apply—

- (a) to a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) unless his notice of retirement was given with the permission of the fire authority, to a chief officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part I of Schedule 2.

Short service award

B2.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter—

- (a) who retires as required by rule A13 (compulsory retirement on account of age) and does not on retiring become entitled to an ordinary pension under rule B1, or
 - (b) who retires on or after attaining the age of 65, is entitled to reckon at least 2 years' pensionable service, and is not entitled to any other pension or gratuity under this Part.
- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service, to a short service pension calculated in accordance with Part II of Schedule 2, and
 - (b) in any other case, to a short service gratuity calculated in accordance with Part IV of Schedule 2.

Ill-health award

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and
 - (b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Injury award

B4.—(1) This rule applies to a regular firefighter who has retired and is permanently disabled if the infirmity was occasioned by a qualifying injury.

- (2) A person to whom this rule applies is entitled—
- (a) to a gratuity, and
 - (b) subject to paragraphs (3) and (4), to an injury pension,
- both calculated in accordance with Part V of Schedule 2.
- (3) Payment of an injury pension is subject to paragraph 4 of Part V of Schedule 2.
- (4) Where the person retired before becoming permanently disabled, no payment in respect of an injury pension shall be made for the period before he became permanently disabled.

Deferred pension

B5.—(1) This rule applies to a regular firefighter who is entitled to reckon at least 2 years' pensionable service or, though not so entitled—

- (a) has an earlier period of service as a regular firefighter which, disregarding breaks in service of not more than a month, is continuous and which, after deducting from it any period during which an election under rule G3 not to pay pension contributions had effect and aggregating the remainder with his pensionable service, amounts to 2 years or more, or



Mr F G [REDACTED]

Please ask for: Bob Warren
Telephone: 01772 866804
Email: bobwarren@lancsfirerescue.org.uk
Your Ref:
Our Ref: BW/JLW
Date: 20 June 2016

Dear Mr G [REDACTED]

IDRP – STAGE II APPLICATION FOR CONSIDERATION BY LCFA COMMITTEE

On behalf of the Fire Authority, I acknowledge receipt of your letter dated 16 June 2016 and attachments which were handed on your behalf to the Chairman of the Authority by Mr Burns.

Unfortunately the restrictions and processes you are trying to impose on the IDRP process are not accepted and would make the process unworkable. **Your stipulations seem to be based on incorrect assumptions, out with the provisions of not only the Lancashire CFA IDRP process but also the IDRP provisions.**

In addition you make very serious allegations concerning criminal acts. The responsibility for investigating criminal activity is vested with the Lancashire Constabulary and must take primacy. If you genuinely believe or have evidence of criminal activity then you should report such matters to the Constabulary. Until this is resolved the process cannot be enacted.

If the Police consider your allegations have any credibility then they will no doubt commence an investigation. This would undoubtedly involve individuals involved in the IDRP review being interviewed, possibly under caution.

Therefore it is not possible for the same individuals to participate in the IDRP process. Consequently until the criminal allegations have been examined the IDRP process cannot be progressed, especially as if there is any foundation to your allegations, the CFA might inadvertently find itself interfering with criminal procedures.

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



I have accordingly placed your application in abeyance until the Police investigation is concluded.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Bob Warren', with a stylized, sweeping flourish extending to the right.

Bob Warren
Director of People and Development



25 June 2016.

County Councillor Mr.F.DeMolfetta
Chairman-Lancashire Combined Fire Authority
Lancashire Fire & Rescue Service HQ
Fulwood, Preston, Lancs.
PR2 3LH

IDRP – Stage II Application.

Dear Chairman,

I acknowledge receipt of your letter of the 20th June 2016 signed on your behalf by the Lancashire Firefighters Pension Scheme manager Mr. R. Warren.

I draw your attention to the following in my final response:

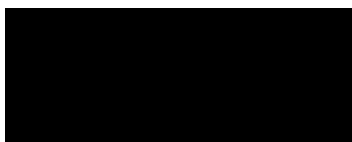
- Would you please be so kind as to let me know by what legal authority you have presumed to act ultra vires to avoid your Statutory duty which is to place my Stage II Application before the Full CFA committee for Statutory adjudication within the required Statutory time frame of two calendar months which commenced on the 16th June 2016?
- You may also care to explain why my Application directed to you and the individual elected Members of the Full Committee has apparently been dealt with by Mr Warren? Please correct me if I am wrong but he is not an elected Member simply a local authority civil servant; nor is he the Clerk to the Combined Fire Authority a similar non-elected local authority civil servant of the CFA? It seems Mr. Warren simply seeks to delay matters;
- Fundamental to dealing with my comprehensive pension Complaint will be the essential investigation of *all the circumstances* I have laid before you, during which it will be necessary for the Full Committee to consider Mr Warren's conduct of my pension management, and thus each of the elected Members is legally required to approach this Application 'with a clear mind', free of the influence of those whose conduct will be under review and transparently so - or risk a reputation for individual and corporate corruption;
- I choose to take the view that until your intrinsic investigative process is completed one cannot know what the right course to take is. If there is an admission of error and full correction to my satisfaction, it would not serve the public interest to pursue any past error or misconduct; nor would it be in my interest to do so.
- Should you take legal advice I believe you will be advised that in event of an alleged crime it is up to the injured party to proceed with it or not.
- Because the Pension Sub-Committee, as presently configured is unconstitutional, I have laid the detail of possible error and/or my suspicions

of continuing corruption and fraud bare for full investigation before all elected Members.

To effect this, I have individually served Statutory notices to each elected Member to ensure that great care will be taken, jointly and severally, by each Member to properly consider my Application, rather than rubber stamp what may, otherwise, render them unwittingly to criminal proceedings.

- Should the Full Committee not consider my Application in time, or at all, then as I understand it, there would be a general and unanswerable criminal liability for 'misconduct in public office', both jointly and severally by elected Members, which I would report to the Home Secretary and Serious Fraud Office, amongst others.
- All I seek is proper payment of my rightful pension entitlement as prescribed by law, rather than accepting a convenient layman's interpretation in aid of cost cutting by means of which those injured in service have been retired without any compensation.
- If corrected then one may be inclined to take the view that this is more a matter of error born of over-zealousness than of deliberate fraud.

Kindly let me know when and where the Full membership of the CFA committee will meet to consider my Application whilst remembering that the Statutory time framework within which they are required to make a Statutory Determination has already commenced on 16th June 2016.



Yours Sincerely,

F. M. G. [REDACTED] MIFireE.
Assistant Divisional Fire Officer(Rtd)



Please ask for: Bob Warren
Telephone: 01772 866804
Email: bobwarren@lancsfireandrescue.org.uk
Your Ref:
Our Ref: BW/JLW
Date: 6 July 2016

Mr G [REDACTED]

IDRP – STAGE II APPLICATION

I have been asked by the Combined Fire Authority to respond to your latest letter to Members of the Authority and would refer you to the letter sent to you on 20 June 2016, which outlines the Authority's position.

Yours sincerely

A handwritten signature in blue ink, appearing to read "Bob Warren".

Bob Warren
Director of People and Development

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



tel (01772) 532091
fax (01772) 532600
e-mail julie.wisdom@pens.lancscc.gov.uk

Mr F G [REDACTED]

Your ref
Our ref IS/PEN/JW
Date: 15 February 2008

Dear Mr G [REDACTED]

FIREFIGHTER'S PENSION SCHEME INJURY PENSION REVIEW

As you know, the Fire Service has been in the process of reviewing your injury pension. This review has now been completed.

Unfortunately the review has revealed that due to the level of benefits you receive from the DWP, the injury pension should not have been in payment since 29 January 1999. As a result a substantial overpayment has occurred and I am writing to you in the first instance to let you know what steps we can take to agree to recover this overpayment.

You will appreciate that as pensions are paid from public funds Lancashire Fire & Rescue must seek full recovery. To enable a full discussion of this matter, including how the overpayment has arisen and how we can arrange recovery, I would be grateful if you could arrange to meet us at Fire Headquarters. Please contact Jayne Hutchinson, HR Manager, on (01772) 866841 to arrange a convenient appointment. Please let me know if you would like more detailed information regarding the overpayment before the meeting.

Please note that the injury part of your pension has been stopped with effect from your March pension payment. However your statutory pension of [REDACTED] per month will continue to be paid as normal.

Yours sincerely



Julie Wisdom
Caseworker Supervisor

Julie Wisdom
Casework Supervisor
Lancashire Pensions Services
County Hall Preston Lancashire
PR1 0LD





Please ask for: Lee Gardiner
Direct Line: 01772 866903
Email: leegardiner@lancsfirerescue.org.uk
Your Ref:
Our Ref: LG/SAR [redacted]
Date: 9 November 2010

Dear Mr [redacted]

Subject Access Request

I am writing further to your letter of 21 October 2010 where you requested a copy of your PRF, complete.

We are treating your correspondence as a subject access request under Section 7 of the Data Protection Act 1998.

In order for us to process your request please send us a cheque for £10.00 made payable to Lancashire Combined Fire Authority along with proof of your identity such as a copy of your passport or driving licence. Once in receipt of the fee and identity documentation we will begin the process of locating your information.

Please note that a subject access request does not allow access to all information held in your personnel file and associated records such as pension files. You are only entitled to receive information which constitutes personal data. For information held to constitute personal data an individual must be the focus of that information.

Please note that as your request for information is a request under Section 7 of the Data Protection Act we have 40 days from receipt of your fee and proof of identity in which to respond to you.

Should you have any queries with regards to this letter or require any additional information, please contact me on the details listed

Yours sincerely,

Lee Gardiner
Data Protection & Freedom of Information Officer

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH





24 February 2011

Mr R Warren
Lancashire Fire & Rescue Service
Fullwood
PRESTON
PR2 3LH

Dear Mr Warren

Allegations of Pension Over-payment

My injury pension was suspended from 1 March 2008 and was re-instated with effect from 1 June 2010, notwithstanding the fact that I became 65 years of age on [REDACTED] and, at that point, I was no longer eligible for Incapacity Benefit (IB). I have not had, but now require from you, a detailed statement which certifies to the last penny exactly how much you withheld from me during the 27 months referred to above. I have been concerning myself with the details of your allegations and have the following to state for the record.

On 26 August 1998 I signed, dated and returned to BHQ a document on which I stated how much I was to receive in the way of Incapacity Benefit. The injury element of my pension was then calculated in accordance with this information. On the first occasion that there was an increase in my IB I rang BHQ and informed them. I was told then that I was to expect increases in the IB payments according to DWP scales and that this procedure was understood, and that I need not tell them of such continuing changes. At that time I was informed that should any changes to my current situation take place, for example if I ceased to receive IB or started receiving another benefit, that would be the time to tell them. From my retirement onwards I was only in receipt of IB.

Note: During part of 2004 and 2005 our [REDACTED], received Disability Living Allowance, which was paid into my and my wife's joint account for us to administer, [REDACTED]. This has nothing to do with my injury pension and the matter in dispute; however, it may show up on DWP records.

During the time that I received IB, the only element that changed was the rate at which IB was paid and then only in accordance with the DWP scale. I have a letter from the DWP in which they itemise all the increases and the reasons for those increases, eg, the increase on [REDACTED] was because I had been in receipt of IB for 28 weeks, and was the change between their short term lower and short term higher rate. The increase on [REDACTED] was because I had been in receipt for 52 weeks and was the change between their short term higher and long term rate. I then remained on their long term rate, and all other changes were due to the April uprating.

It should be noted that the changes that took place were in accordance with the DWP's approved scales and did not constitute a different benefit. The Brigade personnel who dealt with pension administration at the time acted correctly by disregarding the rises in the scale of payment because the entitlement stayed the same.

At this point I refer you to correspondence between Mr B B [REDACTED] and yourselves, concerning alleged overpayment of his injury pension. In particular I refer to the last two paragraphs in one of your letters in which you admit that there was indeed 'poor administration'. Mr B [REDACTED] circumstances were very similar to my own, but clearly we have been treated differently. This is a matter which I find very disturbing.

Recently it has come to my attention that anecdotal or actual evidence exists which seems to indicate that two or more 'standards' were applied by the LFRS in resolving individual alleged 'overpayments'. It would appear that, for example, if one was a Freemason, any alleged debt was dealt with by using a different 'standard' to that applied to non-Freemasons. I suggest to you that in practice Freemasons did not repay any of their alleged 'debt', whilst non-Freemasons are continuing to repay their debt or have repaid it in full whether due to you or not. If this is the case, then it would be an appalling state of affairs with foreseeable grave consequences for those personally involved.

I request your personal written assurance and the personal written assurance of your deputy, Mr Hamilton, who is responsible for the day-to-day administration of the LFRS Pension Scheme, that there is no foundation whatsoever in these rumours and that all those affected Fire Service Veterans, regardless of their membership of any particular organisation, have been treated fairly and with exactly the same 'standard'.

Yours sincerely,

F M G [REDACTED] MIFireE

Mr F M G [REDACTED]

16th May 2011

Case Reference Number RFA0369450

Dear Mr G [REDACTED],

When I last wrote to you, I explained that when we receive data protection complaints, our obligation is to make an assessment. An assessment is the Information Commissioner's view about whether an organisation has followed the rules of good practice for handling information in the Data Protection Act 1998 (the DPA).

I also explained that our aim is to ensure that organisations deal with personal information properly in the future. Our assessment decisions can help us to decide whether we should take action against a particular organisation.

Our decision

I wrote to Lancashire Fire and Rescue Service about this matter and have now received its response. **On the basis of all of the information provided by you and Lancashire Fire and Rescue Service, we have decided that it is unlikely that Lancashire Fire and Rescue Service has complied with the requirements of the DPA in this case.**

This is because the ICO consider the personnel filing system at Lancashire Fire and Rescue Service to fall under the DPA, and therefore the Lancashire Fire and Rescue Service obliged to comply with your subject access request.



It should however be noted that Lancashire Fire and Rescue Service had sought to rely on some guidance issued by the ICO, and which appeared on our website. This guidance did not however accord with the ICO's view and has now been removed from our website and an updated version issued, a copy of which has been provided to Lancashire Fire and Rescue Service.

The Information Commissioner has decided that further regulatory action is not required at this time.

We have however advised Lancashire Fire and Rescue Service that we consider them to need to revisit your subject access request and provide you with a copy of the personal data you are entitled to receive from your Lancashire Fire and Rescue Service personnel file.

If they do not contact you directly I would suggest that you write to Lancashire Fire and Rescue Service 'restating' your subject access request and referring to your complaint to the ICO.

Next steps

However, most organisations want to put things right when they have gone wrong and learn from complaints that are raised with them. We have therefore asked Lancashire Fire and Rescue Service to consider the lessons learned during the course of this assessment and take steps to prevent the situation from happening again.

We will keep a record of your complaint and take this assessment into account if we receive further complaints about Lancashire Fire and Rescue Service. The information we gather from complaints may form the basis for action in the future.

Thank you for bringing this matter to our attention.

Yours sincerely,



Benedict Elliott

Case Officer – Complaints Resolution (Group 1)
Direct telephone 01625 545849





20 May 2011

Mr R Warren
Lancashire Fire and Rescue Service
Service Headquarters
Garstang Road
Fulwood
PRESTON

Dear Mr Warren

Further to my previous requests for sight of my PRF and subject data, I wish to restate that request. I have made reference to the Information Commissioner's Office (ICO) over this matter and have been informed that LCFRS are obliged to comply with that request and that you have been made aware of this fact, so:-

- a) please provide a copy of my personal record file and
- b) a copy of all correspondence between LCFRS and the LCC Pensions Department reference myself, and
- c) a copy of all correspondence between LCFRS and the DWP reference myself, and
- d) a copy of the minutes of the Injury Pension Award Sub-committee reference myself.

I have already paid the £10 fee for this at the time that I made my first request.

Yours

F M G 

Cc The Information Commissioner's office



Mr F M G [redacted]
[redacted]

Please ask for: Lee Gardiner
Direct Line: 01772 866903
Email: leegardiner@lancsfirerescue.org.uk
Your Ref:
Our Ref: LG/SAR/G [redacted]
Date: 8 August 2011

Dear Mr G [redacted]

Subject Access Request

I am writing further to the determination issued by the Information Commissioner's Office (ICO) on 16 May 2011 and subsequent correspondence from our Director of People and Development dated 27 May 2011.

Having reconsidered your request we remain of the view that our Personal Reference Files (PRFs) are not a *relevant filing system* as defined by the Data Protection Act 1998 (DPA) or by the Court of Appeal in the Durant Ruling (*Michael John Durant v Financial Services Authority [2003] EWCA Civ 174*) despite the ICO issuing revised guidance on the issue.

However, having considered all the guidance now available for responding to access requests as a gesture of goodwill to you I enclose a copy of your PRF as requested by the ICO.

Should you have any queries with regards to this letter or require further clarification which I can provide please contact me on the details listed.

Yours sincerely,

Lee Gardiner
Data Protection & Freedom of Information Officer

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH





10 August 2011.

Mr.R.Warren

Lancashire Fire & Rescue Service HQ

Fulwood, Preston, Lancs.

PR2 3LH

Daer Mr.Warren,

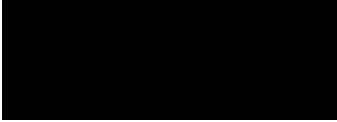
- Thank you for your letter of the 8th inst with its recorded delivery enclosure of my PRF.
- I am glad to note by your action that you have finally conceded to the Information Commissioner and to me that it is my legal entitlement to have all my subject data under the DPA.
- I assume that you will also be forwarding PRFs to all the other FSVs I know have applied to you for their PRFs?
- I am puzzled by the statement, 'gesture of goodwill', by your Mr.Gardiner.You have a duty to comply with the law it has always been as simple as that, goodwill is not involved.
- Mr.Gardiner does not state what the intent of this 'goodwill' is? It would have been more constructive if you and Mr.Gardiner had responded during the last 4 years to the 6 or 7 formal invitations you have received from the FSVs to meet under the auspices of the Leader of the LCC or the Courts Service to construct a resolution to the mess you have created by your maladministration.
- I am surprised if you think that I have shred of goodwill or trust in you or the LFRS after the bullying and hardship treatment you have deliberately meted out to myself, my family, and to all the others involved.
- In moving progress on my part I would like you by return to confirm and give me an assurance, which Mr. Gardiner omitted to state in his letter, that this bundle has in no manner or form been censored or weeded by you to the legal advantage in law of the LFRS?; and that no other records of mine exist which you have decided to be economical with in non compliance with the law?
- Consequently I would like your confirmation in writing that this bundle of documents contains every single record retained by you in respect of my total service, including and especially all the statutory records and most essentially all the DWP records and information I have brought to your attention during

my retirement and which you have a statutory duty to maintain and retain especially in respect of the administration of my pensions.

- If you are unable to confirm the completeness of these records then I expect that you will provide me with a detailed explanation why any records might be missing, where they went, and under whose jurisdiction they are now so that I may obtain them?
- An immediate glance through this bundle confirms that I do not see the other documentation I have requested from the ICO and you in respect of the LCC Pensions Services correspondence and the Minutes of the CFA Injury Sub-Committee. I am sure this is an oversight on your part but I would appreciate some prompt indication when I am likely to receive these?
- It has long been the opinion of myself and the other FSVs that you and the LFRS have engaged in the maladministration of our pension records by not retaining all those statutory records and information from all sources which you have a duty to retain including the DWP records and information I have brought to the attention of the LFRS during my retirement. This is why myself and others have requested copies of our PRFs.
- You will recall that in my case I have repeatedly drawn to your attention the similarity in my case with that of Mr. B. [REDACTED] and the special treatment which in my opinion he received. You have chosen to ignore my letters when I have repeatedly brought this your attention.
- I have now superficially looked at the contents of my PRF and I conclude even at this early point that my PRF supports my prior position and my contention fully. It is clear I have more records and information than you ought to have, records and information which I have brought to your attention but which in the failure of your statutory duty you have failed to record in my PRF.
- Later I will carry out a detailed examination of my PRF with my family not looking for records or information that are self evidently there but which records and information is not there and which because of your failure of statutory duty you have failed to retain in my PRF.
- Even at this early point it is my conclusion that your action and decision in interfering with and stopping the payment of my Injury Award was based on your statutory failure to retain my proper record and information and thus your decision was and is baseless in law.
This was because of your failure of statutory duty to maintain and retain my records and information properly which I and other agencies brought to your attention in the past years.
You simply did not have the correct and proper information upon which to base the unlawful decision which you took.
- The unlawful circumstances which you created by interfering with and suspending my Injury Award imposed direct financial hardship on me and my family all without having the courtesy to me of considering with me the impact your ill supported in law decision would and did have on me and my family.
- Even though you restored my Injury Award at one point you have failed to give me an accurate accounting of the monies you have removed from me, monies which I believe were in excess of the 'overpayment' you alleged. Neither have you responded to my correspondence which required you to consider returning those monies with County Court interest.

- Your actions have caused me both physical and emotional harm and in the longer term in the light of what my PRF will further reveal I intend to take action against you personally and the LFRS to recover what is justly mine and to seek damages from you for causing me this unnecessary harm and distress.

Yours Sincerely,



F. M. G. [REDACTED] MIFireE.

Assistant Divisional Fire Officer(Rtd)

Mr F M G [REDACTED]

Your ref:
Our ref: YPS/JW
Date: 23 February 2015

Dear Mr G [REDACTED]

I refer to your recent email regarding the calculation of your ill health Injury pension benefits. The regulations that cover this are as follows

Ill health Pension - Regulation B3

Injury Pension – Regulation B4

I have enclosed the extracts from the Firemen's Pension Scheme Regulations 1992 (FPS) that cover these regulations.

When you retired your pensionable service was more than 10 years therefore we use the provisions of paragraph 4 of regulation B3 from Schedule 2 Part B, Part III to calculate the ill health pension. However we also need to take account of paragraph 5 that advises us of the restriction on the pensionable service we can use and any ill health enhancement awarded. The restriction is such that we cannot calculate a higher pension than would have become payable had you retired normally on account of age i.e. at age 55 and become entitled to an ordinary pension.

* Therefore as you had 35 years 285 days service at retirement we need to calculate your pension as an ordinary pension under regulation B1 as follows

Calculation of an ordinary pension regulation B1 from Schedule 2 Part B, Part I

Subject to Parts VII and VIII of this Schedule, the amount of an ordinary pension is—

$$(30 \times A / 60) + (2 \times A \times B / 60)$$

where—

A is the person's average pensionable pay, and

B is the period in years (subject to a maximum of 5 years) by which his pensionable service exceeds 25 years.

Administered by



In partnership with



Your Pension Service

PO Box 100, County Hall, Preston, PR1 0LD



The Government Standard

Your average pensionable pay figure for the period 23 July 1997 to 22 July 1998 as advised by Lancashire Fire was [REDACTED]

The pension payable to you is therefore

$$(30 \times [REDACTED] / 60) + (2 \times [REDACTED] \times 5 / 60) = [REDACTED] + [REDACTED] = [REDACTED]$$

Injury Pension and Gratuity

Your percentage disablement was assessed as being 24% and as you had more than 25 years' service your injury pension was based on 60% of your average pensionable pay.

Therefore the injury pension was calculated as at 22 July 1998 as follows

60% x [REDACTED]	=	[REDACTED]
Less ¾ of ill health pension	=	[REDACTED]
Less Incapacity benefit	=	[REDACTED]
Injury pension due	=	[REDACTED]
Injury Gratuity = 12.5% x [REDACTED]	=	[REDACTED]

If you require any further details please let me know

Yours sincerely



Julie Wisdom
Performance Manager

Ill-health award under regulation B3

B3.—(1) *This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).*

(2) *A person to whom this rule applies becomes entitled on retiring—*

(a) *if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and*

(b) *in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.*

Calculation of ill-health award under regulation B3 from Schedule 2 Part B, Part III

1.—(1) *Paragraphs 2 to 5 have effect subject to Parts VII and VIII of this Schedule, and paragraphs 3 and 4 have effect subject to paragraph 5.*

(2) *In paragraphs 2 to 4, A is the person's average pensionable pay.*

2. *Where the person has less than 5 years' pensionable service, the amount of the ill-health pension is—*

$$A \times B / 60$$

where B is the greater of one year and the period in years of his pensionable service.

3. *Where the person has at least 5 but not more than 10 years' pensionable service, the amount of the ill-health pension is—*

$$2 \times A \times C / 60$$

where C is the period in years of his pensionable service.

4. *Where the person has more than 10 years' pensionable service, the amount of the ill-health pension is the greater of—*

$$20 \times A / 60$$

and

$$(7 \times A / 60) + (A \times D / 60) + (2 \times A \times E / 60)$$

where—

D is the period in years of his pensionable service up to 20 years, and

E is the period in years by which his pensionable service exceeds 20 years.

5.—(1) *Where—*

(a) *if the person had continued to serve until he could be required to retire on account of age, he would have become entitled to an ordinary or short service pension ("the notional retirement pension"), and*

(b) the amount calculated in accordance with paragraph 3 or 4 exceeds the amount of the notional retirement pension,

the amount of the ill-health pension is that of the notional retirement pension.

(2) The notional retirement pension is to be calculated by reference to the person's actual average pensionable pay

Injury award under regulation B4

B4.—(1) This rule applies to a regular firefighter who has retired and is permanently disabled if the infirmity was occasioned by a qualifying injury.

(2) A person to whom this rule applies is entitled—

(a) to a gratuity, and

(b) subject to paragraphs (3) and (4), to an injury pension,

both calculated in accordance with Part V of Schedule 2.

(3) Payment of an injury pension is subject to paragraph 4 of Part V of Schedule 2.

(4) Where the person retired before becoming permanently disabled, no payment in respect of an injury pension shall be made for the period before he became permanently disabled.

PART V
INJURY AWARDS

1.—(1) Subject to Part VIA of this Schedule, the amounts of the injury gratuity and the injury pension shall be calculated by reference to the Table below.

(2) In the headings in the Table references to relevant service are references to service which either was, or would but for an election under rule G3 or a failure to elect under rule G2A have been, reckonable as pensionable service.

Table

Percentage disablement	Gratuity as percentage of average pensionable pay	Pension as percentage of average pensionable pay			
		Less than 5 years' relevant service	5 or more but less than 15 years' relevant service	15 or more but less than 25 years' relevant service	25 or more years' relevant service
25 or less (slight disablement)	12.5	15	30	45	60
More than 25 but not more than 50 (minor disablement)	25	40	50	60	70
More than 50 but not more than 75 (major disablement)	37.5	65	70	75	80
More than 75 (severe disablement)	50	85	85	85	85

2.—(1) The amount of a person's injury pension calculated in accordance with paragraph 1 shall be reduced by three quarters of the amount of any other pension calculated by reference to pensionable service reckonable by virtue of the period of service during which he received the qualifying injury or, where an election under rule G3 had effect or the person failed to make an election under rule G2A, by the amount of any other pension which would otherwise have been so calculated.

(2) For the purposes of sub-paragraph (1) any reduction of the other pension under rule B7 or B9 (commutation and allocation) or under Part VIII of this Schedule or by virtue of a pension debit shall be disregarded.

3.—(1) In respect of any week for which the person is entitled to an additional benefit mentioned in sub-paragraph (2) the amount of his injury pension calculated in accordance with paragraph 1 shall, subject to sub-paragraph (6), be reduced by the amount of the benefit.

(2) The additional benefits are—

- (a) so much of any disablement pension under section 57 of the Social Security Act 1975(a) ("the 1975 Act") as relates to the qualifying injury, together with any relevant increase,
- (b) so much of any reduced earnings allowance under section 59A of the 1975 Act as relates to the qualifying injury, and
- (c) until the material date, any benefit mentioned in sub-paragraph (3), together with any relevant increase.

(3) The material date for the purposes of sub-paragraph (2)(c) is the first day after the person's retirement which is not, or is deemed not to be, a day of incapacity for work within the meaning of section 14 or 15 of the 1975 Act, or, as the case may be, a day on which he is incapable for work within the meaning of section 36 of the 1975 Act, and the benefits are-

- (a) any sickness benefit under section 14 of the 1975 Act, including one to which he is only entitled by virtue of section 50A of that Act, and
- (b) any invalidity pension under section 15 of the 1975 Act, including any additional component comprised in it in pursuance of section 14 of the Social Security Pensions Act 1975, and
- (c) any severe disablement allowance under section 36 of the 1975 Act.

(4) In relation to the additional benefit mentioned in sub-paragraph (2)(a), relevant increases comprise any increase in the benefit attributable to an increase in the pension-

- (a) by way of unemployability supplement under section 58 of the 1975 Act, excluding any increase under section 59 in the supplement,
- (b) under section 60 of the 1975 Act (special hardship), or
- (c) under section 64 or 66 of the 1975 Act (dependants),

and so long as the person is receiving treatment as an in-patient at a hospital as a result of the qualifying injury, any increase in the pension under section 62 of the 1975 Act (hospital treatment).

(5) In relation to the additional benefits referred to in sub-paragraph (2)(c), any increase under any provision of Chapter III of Part II of the 1975 Act (dependants) is a relevant increase.

(6) Where the provisions governing scales of additional benefits have changed after the person ceased to be a regular firefighter, the amount of the reduction in his injury pension in respect of any week on account of a particular benefit shall not exceed what it would have been if those provisions had not changed; where the benefit includes an amount attributable to an increase under section 60 of the 1975 Act (special hardship), it is to be assumed that the increase would have borne the same relationship to the former maximum for increases under that section.

(7) Where a person has become entitled to a disablement gratuity under section 57 of the 1975 Act in respect of the qualifying injury, this paragraph has effect as if he were entitled under that section during the relevant period to a disablement pension of the amount that would be produced by converting the gratuity into an annuity for that period; the relevant period is the period taken into account, in accordance with section 57 of the 1975 Act, for the purpose of making the assessment by reference to which the gratuity became payable.

4. No payment shall be made in respect of an injury pension for any week in which the aggregate reductions under paragraphs 2 and 3 equal or exceed the amount of the pension calculated in accordance with paragraph 1.

5.—(1) This paragraph applies where a person who becomes entitled to an injury pension—

- (a) received the qualifying injury during a period of sickness which included 1st April 1972 or ended before 1st July 1973, and
- (b) is entitled to reckon less than 5 years' pensionable service,

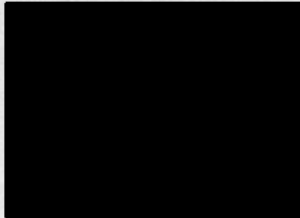
and the provisions as to calculation and payment that were contained in article 15 (special pensions) of the Firemen's Pension Scheme 1971(a) ("the 1971 provisions") would have been more favourable to him than those of paragraphs 1 to 4 above.

(2) Where this paragraph applies—

- (a) paragraphs 1 to 4 above do not apply, and
- (b) the injury pension shall be calculated and payable as if the 1971 provisions had continued in force and had applied in his case.

Phone: 01772 530530
Web: www.yourpensionsservice.org.uk
Email: AskPensions@lancashire.gov.uk

Mr F M G [REDACTED]



Your ref:
Our ref: YPS/JW
Date: 7 April 2015

Dear Mr G [REDACTED]

I refer to your recent letter regarding the calculation of your ill health Injury pension benefits. The regulations that cover this are as follows

A person's notional retirement pension is—
$$(A \times E / 60) + (2 \times A \times F / 60)$$

where—

A is the person's average pensionable pay,
E is the period in years of his notional service up to 20 years, and
F is the period in years by which his notional service exceeds 20 years.


A person's notional service is the period in years that he would have been entitled to reckon as pensionable service if he had continued to serve until he could—

- (a) retire with a maximum ordinary pension (disregarding rule B1(2)), or
- (b) be required to retire on account of age,

whichever is the earlier.

As you had attained 30 years within the Fire Pension Scheme when you retired on 22 July 1998 this basis was used to calculate your ill health pension with the pensionable pay for your last 365 days being used.

yours sincerely


Julie Wisdom
Performance Manager

Administered by:



In partnership with



Your Pension Service
PO Box 100, County Hall, Preston, PR1 0LD

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
Tuesday 1st September 2015.

My Pensions

Dear Chief Fire Officer,

Prelude:

1. I was an Officer with the rank of Assistant Divisional Officer in Lancashire County Fire Brigade; I was seriously injured on an incident; and I was subsequently compulsorily retired from the Service in 1998.

Pension Law:

2. Thus I became and remain a Member of the Lancashire Fire & Rescue Pension Scheme. By law you are my pension Scheme manager and thus accountable to me for the accurate administration of my pensions.
3. You are in turn accountable in law to Parliament via the Minister of State for Pensions, Pensions Minister Baroness Altmann CBE for the correct and lawful administration of my scheme and its full compliance with all applicable pension scheme law.
4. The Pensions Minister holds jurisdiction over my Scheme using her subordinate Pensions Regulator; Pensions Ombudsman; and for the purposes of the Fire Service her jurisdiction extends to the DCLG Fire Service Pensions Committees and its departmental Fire Pension Team; and thus to you as my Scheme manager;
5. The Pensions Regulator(TPR) duties include ensuring your compliance with the Scheme Rules and its Regulatory law using TPR Standards which preclude obfuscation or deliberate delay. If you are found not to be in compliance, the TPR is empowered to take remedial and/or punitive action.

6. The Pensions Ombudsman and his Deputy are also under the Minister's jurisdiction for the purpose of ensuring that scheme Members' Complaints are dealt with promptly, fairly, and without obfuscation or deliberate delay, a legal duty which also extends to you.
7. Under the existing scheme Regulations you have the right to delegate your legal responsibilities and its day-to-day managerial duties and you have chosen to do so utilising your Mr. R.Warren Director of People & Development but the ultimate responsibility for my scheme in law continues to rest with you.
8. Can I remind those involved with the administration of my pensions that you; by delegation your Mr.Warren; and by legal extension your LCC Pensions Services contractors have a duty at law which is to respond to my enquiries honestly, promptly, and transparently under the terms of Statutory Instrument 2013 No.2734 The Occupational and Personal Pension Schemes (Disclosure of Information) Regulations 2013 which came into force on the 6th April 2014.

Dishonest Misconduct:

9. Recently with your approval, Mr. Warren issued two written internal instructions to non-uniformed/uniformed personnel which established, by an abuse of power, an impractical embargo which prevents all LFRS staff from responding to enquiries from the 2000+ Members, Widows, and beneficiaries of your pension Scheme; these instructions listed and named individual Fire Service Veterans and their beneficiaries.
10. Furthermore, Mr.Warren stated that should any member of staff choose to act contrary to his instructions they will be subjected to disciplinary measures including dismissal.
This is regarded as *undesirable fetter on the freedom of both Fire Service Veterans and LFRS staff* and is a matter which I and others intend to raise with the Local Government Ombudsman; the Pension Regulator; the Pensions Ombudsman; and ultimately the Pensions Minister.

The Correspondence:

11. Your Mr.Warren is well aware, or he ought to be, that over the past few months I have been writing to your pensions contractor Lancashire Pensions Services in the person of Ms Julie Wisdom your pension expert raising detailed queries in the matter of my Fire Brigade pensions.
12. Ms.Wisdom failed to answer my initial correspondence for a considerable time then on prompting she did so claiming that, though correctly addressed, the letter had gone to Merseyside before being re-directed to Lancashire?

A second letter was sent in which I raised several points, some of which were legal points, and once again several weeks passed without reply?
I sent a third letter and on the 29th July 2015 Ms.Wisdom replied. She indicated that my second letter,though correctly addressed by me as previously, had not been received?

- 13.This is a disturbing matter which I intend raising with the Head of Pensions Mrs D. Lister and with the Leader of the County Council.
- 14.I do not intend here to rehearse my detailed and technical correspondence with Ms Wisdom for I shall assume that if Mr. Warren is correctly discharging his function of my scheme manager he has had available to him copies of my correspondence with Ms. Wisdom.
- 15.Disappointingly I have never been invited to a pastoral care meeting to discuss my so obvious pension concerns.
- 16.Suffice it to say that Ms. Wisdom in her responses has *confirmed* that she has, and continues to use, as her legal authority the following:
 - a) the 1992 Statutory Instrument No:129(as amended);
 - b) the 1992 Home Office 'Commentary';
 - c) that had I not been injured I could have remained in pensionable service until aged 60 years;
 - d) that I was compulsorily discharged by the LFRS under Rules B3 – ill Health and Rule B4 – Injury Award;
 - e) that the correct formulae to be applied under these Rules is as follows:
 1. for ill health Pensions- within Schedule II; Personal Awards; Part III; Rule B3;ill health pension; Page 45;
 2. for Injury Awards within Schedule II; Personal Awards; Part V Rule B4;Injury Awards; Page 46;

Disappointingly I have not had answers to some legal questions which were raised in my second letter which Ms.Wisdom now claims she did not receive?

Ordinary Pension vis-a-vis Ill-health Pension:

- 17.It is a simple breach of Statute Law and contradiction to pay any Member of the Scheme a Rule B1 Ordinary Pension in substitution for an *entitlement to* a Rule B3 Ill-health Pension which the Fire Authority already determined:

Schedule 2;Article2(2);The Firemens's Pension Scheme
1992;Arrangement of Rules; Part B Personal Awards;

Ordinary Pension;

Rule B1.-(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then:

- a) has attained the age of 50, and
(b) is entitled to reckon at least 25 years' pensionable service, and
(c) does not become entitled to an ill-health award under rule B3.
(My underline).

Simple Questions:

18. You have in correspondence incorrectly claimed that the Statutory Instrument requires you to pay me what is in effect a Rule B1 pension. But since that denies any, and all compensation for loss occasioned by *early compulsory retirement*, and provides precisely the same pension falling due to me as if I had taken early retirement by choice, how in law can your interpretation be correct?

What legal Opinion have you taken?

What 'legal authority' have you used to support your action?

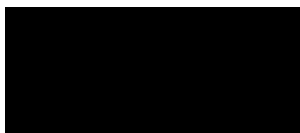
If none, then by what legal authority have you paid me, since 1998, a Rule B1 Ordinary Pension as though it was a compulsory retirement Rule B3 Ill-health Pension?

19. The even simpler question which must be answered by you, my scheme manager, is as follows:

Why am I, and other injured LFRS Firefighters, who have been compulsorily retired by you with compensatory B3 ill health and B4 injury awards (prescribed by law) being denied that compensation by being paid unlawfully by you a B1 Ordinary Pension which is due to those who by choice chose to retire early, or who had completed their full service uninjured?

20. I expect to receive a prompt and detailed explanation within the next 7 days failing which I will initiate without further notice Stage I of the IDRP provided for such purposes in law.

Yours Sincerely,



Mr F M G [REDACTED]

Please ask for: Bob Warren
Telephone: 01772 866804
Email: bobwarren@lancsfireandrescue.org.uk
Your Ref:
Our Ref: BW/JLW
Date: 1 October 2015

Dear Mr G [REDACTED]

I have been passed the letter you have sent to the Chief Fire Officer dated 1 September 2015 (received on 14 September) concerning your pension as I am the appropriate person for these matters within Lancashire Fire & Rescue Service.

In response to your points I would advise you of the following:

- Lancashire Combined Fire Authority (LCFA) is the scheme manager for the Firefighters Pension schemes.
- Although the LCFA retains accountability they have delegated the management of the scheme to myself.
- Therefore I am the appropriate person to respond to you.

As you are aware, the administration of your pension is undertaken on behalf of LCFA by Lancashire County Council's "Your Pension Service" (YPS).

YPS responded to this query on 23 February 2015 and by their letters of 26 May 2015, 29 July 2015 and 7 April 2015. I believe this correspondence addresses your issue.

I will, however, restate the position in respect of the calculation of your Ill Health Injury Pension.

The regulations that cover this are as follows:

- Ill Health Pension - Regulation B3
- Injury Pension – Regulation B4

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



I have enclosed the extracts from the Firemen's Pension Scheme Regulations 1992 (FPS) that cover these regulations.

When you retired your pensionable service was more than 10 years. Therefore we use the provisions of paragraph 4 of regulation B3 from Schedule 2 Part B, Part III to calculate the ill health pension. However we also need to take account of paragraph 5 that advises us of the restriction on the pensionable service we can use and any ill health enhancement awarded. The restriction is such that we cannot calculate a higher pension than would have become payable had you retired normally.

Therefore as you had 35 years 285 days service at retirement we need to calculate your pension as an ordinary pension under regulation B1 as follows:

Calculation of an ordinary pension regulation B1 from Schedule 2 Part B, Part I

Subject to Parts VII and VIII of this Schedule, the amount of an ordinary pension is

$$(30 \times A / 60) + (2 \times A \times B / 60)$$

where

- *A* - is the person's average pensionable pay, and
- *B* - is the period in years (subject to a maximum of 5 years) by which his pensionable service exceeds 25 years.

Your average pensionable pay figure for the period 23 July 1997 to 22 July 1998 as advised by Lancashire Fire was [REDACTED]

The pension payable to you is therefore:

$$(30 \times [REDACTED] / 60) + (2 \times [REDACTED] \times 5 / 60) = [REDACTED] + [REDACTED] = [REDACTED]$$

Injury Pension and Gratuity

Your percentage disablement was assessed as being 24% and as you had more than 25 years' service your injury pension was based on 60% of your average pensionable pay.

Therefore the injury pension was calculated as at 22 July 1998 as follows

$$60\% \times [REDACTED] = [REDACTED]$$

$$\text{Less } \frac{3}{4} \text{ of ill health pension} = [REDACTED]$$

$$\text{Less Incapacity benefit} = [REDACTED]$$

$$\text{Injury pension due} = [REDACTED]$$

$$\text{Injury Gratuity} = 12.5\% \times [REDACTED] = [REDACTED]$$

Put another way, a person's notional retirement pension is:

- $(A \times E / 60) + (2 \times A \times F / 60)$

where

- A - is the person's average pensionable pay,
- E - is the period in years of his notional service up to 20 years, and
- F - is the period in years by which his notional service exceeds 20 years.

A person's notional service is the period in years that he would have been entitled to reckon as pensionable service if he had continued to serve until he could:

- (a) retire with a maximum ordinary pension (disregarding rule B1[2]), or
- (b) be required to retire on account of age,

whichever is the earlier.

As you had attained 30 years within the Fire Pension Scheme when you retired on 22 July 1998 this basis was used to calculate your ill health pension with the pensionable pay for your last 365 days being used.

For the sake of completeness I would also advise you that you are mistaken about the reason and content of the "internal instruction". This instruction was necessary, and issued by myself, as a response to the specific actions of an individual who has been declared vexatious. It was to ensure that any such queries were dealt with appropriately and was an internal administration action.

Yours sincerely



Bob Warren
Director of People and Development

Encs

Firefighters' Pension Scheme: Internal Disputes Resolution Procedure (IDRP)



Stage One Application

This application may be submitted by a person (or nominated representative) who is (a) an active, deferred or pensioner member of the Firefighters' Pension Scheme, or the New Firefighters' Pension Scheme; (b) a widow, widower or surviving dependant of a deceased member of the FPS or NFPS; (c) a surviving non-dependant beneficiary of a deceased member of the FPS or NFPS; (d) a prospective member of the NFPS; (e) persons who have ceased to be within any of the categories in (a) to (d); or (f) persons who claim to be a person mentioned in (a) to (e) and the dispute relates to whether he is such a person..

To the Chief Fire Officer, Lancashire Fire and Rescue Authority

1. I wish to apply for a decision to be made, under section 50 of the Pensions Act 1995, in respect of the disagreement set out in this application.
2. I understand that an application may not be made where, in respect of a disagreement:
 - A notice of appeal has been issued under Rule H2 of the Firefighters' Pension Scheme 1992, Part 8, rule 4 of the New Firefighters' Pension Scheme 2006 or Part 6, rule 2 of the Firefighters' Compensation Scheme 2006 (appeal to a board of medical referees against a decision on an issue of a medical nature), or
 - Proceedings in respect of this dispute have begun in any court or tribunal, or
 - The Pensions Ombudsman has commenced an investigation into a complaint or a dispute referred to him.
3. The nature of the disagreement is set out in the attached page(s).

Complete in all cases (in Block capitals)

Full Name of Scheme Member	[REDACTED]
Role and employment reference	[REDACTED]
Address of Scheme Member	[REDACTED]
Member's Date of Birth	[REDACTED]
Member's National Insurance Number	[REDACTED]

Complete if complainant is not a Scheme member (in Block Capitals)

[REDACTED]

Full Name of Complainant	[REDACTED]
Address for Correspondence	[REDACTED]
Relationship of complainant to Scheme Member (if relevant)	N/A

Nature of disagreement

Give a statement of the nature of the disagreement with sufficient details to show why aggrieved. If necessary, continue details on to another page and attach the application form with any supporting documents.

1. Having contributed into the pension scheme I was entitled to serve until aged 60 to retire on a full B1 pension based on the APP of my full service retirement rank. This involved no loss of salary.

2. Or, I could have chosen to retire early on a B1 pension based on service and APP at my time of leaving. In that case I alone, not the service, would have been liable for loss of future salary and higher pension.

3. In the alternative: on suffering injury for which I was not responsible and if compulsorily discharged from the Service early on grounds of ill health, the service was liable for all future loss in salary and pension.

4. S1 129 1992 specifies a B3 'ill-health' pension as compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health

5. SI 129 1992 prohibits payment of a B1 pension to a person awarded a B3 pension.

6. I was retired on grounds of ill health and awarded a B3 pension. I am paid a B1 pension - Why?

Signature of complainant (or representative)

[REDACTED]

Date 18th December 2015.

N.B.

Dear Chief Fire Officer,

Prior correspondence on this matter with your Pension Service contractor the LCC YPS exists and you as my pension Scheme Manager should have copies of that correspondence and be aware of its contents. You should also have recorded this correspondence in my PRF.

Mr F M G [REDACTED]
[REDACTED]

Please ask for: Chris Kenny
Telephone: 01772 866800
Fax:
Email: chriskenny@lancsfirerescue.org.uk
Your Ref:
Our Ref: IDR/2015/FMG
Date: 19 February 2016

Dear Mr G [REDACTED]

**FIREFIGHTERS' PENSION SCHEME
PENSIONS ACT 1995, SECTION 50
Internal Dispute Resolution Procedures: Stage One**

I have considered your application received on 21 December 2015 for a decision to be made under Section 50 of the Pensions Act 1995 in respect of your disagreement referred to in the application.

From reading your submission, whilst it can be surmised what you consider to be the issue, by virtue of the previous correspondence to which you refer, your statement of the nature of disagreement including why you feel aggrieved contained in your submission does not actually identify any disagreement and why you feel aggrieved.

I have therefore responded below to the statements that you have submitted.

- 1. Having contributed to the pension scheme I was entitled to serve until aged 60 to retire on a full B1 pension based on the APP of my full service retirement rank. This involved no loss of salary.**

As your retirement was due to ill health you became entitled to an ill health pension under regulation B3 therefore the ordinary pension under regulation B1 is not due, as indicated in part (1) (c) of the extract below:

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



Ordinary pension entitlement under regulation B1

B1.-(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then-

- (a) Has attained the age of 50, and
- (b) Is entitled to reckon at least 25 years' pensionable service, and
- (c) **Does not become entitled to receive an ill-health award under rule B3.**

(2) This rule does not apply-

- (a) To a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) Unless his notice of retirement was given with the permission of the fire authority, to a chief fire officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) Where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

~~(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part 1 of Schedule 2.~~

2. **Or, I could have chosen to retire early on a B1 pension based on service and APP at my time of leaving. In that case I alone, not the service, would have been liable for loss of future salary and higher pension.**

Under the terms of the pension scheme you had the option to retire at age 50 with 25 years or more pensionable service. At the point of your 50th birthday, on 17th December 1993 would have achieved 31 years pensionable service and therefore had the option to retire with maximum pension from this date on. In this scenario you would have received a full B1 pension.

3. **In the alternative: on suffering for which I was not responsible and if compulsorily discharged from the Service early on grounds of ill health, the service was liable for all future loss in salary and pension.**

As stated above, as your retirement was as a result of ill health you became entitled to a pension under regulation B3, see below:

Ill-health award under regulation B3

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

(2) A person to whom this rule applies becomes entitled on retiring—

(a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and

(b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Calculation of Ill-health award under regulation B3 from Schedule 2 Part B, Part III

1.—(1) Paragraphs 2 to 5 have effect subject to Parts VII and VIII of this Schedule, and paragraphs 3 and 4 have effect subject to paragraph 5.

(2) In paragraphs 2 to 4, A is the person's average pensionable pay.

2. Where the person has less than 5 years' pensionable service, the amount of the ill-health pension is—

$$A \times B / 60$$

where B is the greater of one year and the period in years of his pensionable service.

3. Where the person has at least 5 but not more than 10 years' pensionable service, the amount of the ill-health pension is—

$$2 \times A \times C / 60$$

where C is the period in years of his pensionable service.

4. Where the person has more than 10 years' pensionable service, the amount of the ill-health pension is the greater of—

$$20 \times A / 60$$

and

$$(7 \times A / 60) + (A \times D / 60) + (2 \times A \times E / 60)$$

where—

D is the period in years of his pensionable service up to 20 years, and

E is the period in years by which his pensionable service exceeds 20 years.

5.—(1) Where—

(a) if the person had continued to serve until he could be required to retire on account of age, he would have become entitled to an ordinary or short service pension ("the notional retirement pension"), and

(b) the amount calculated in accordance with paragraph 3 or 4 exceeds the amount of the notional retirement pension,

the amount of the ill-health pension is that of the notional retirement pension.

(2) The notional retirement pension is to be calculated by reference to the person's actual average pensionable pay

4. **S1 129 1992 specifies a B3 'ill-health' pension as compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.**

Appendix 1 is an extract of SI 129 1992 Part B Personal Awards (Pages 16 and 17). I am unable to see any reference in the Statutory Instrument to this being compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.

I would advise you these issues were raised (as I believe you are aware) by another retired member of staff with the Pensions Ombudsman who has confirmed that there is no grounds for this construct.

5. **S1 129 1992 prohibits payment of a B1 pension to a person awarded a B3 pension.**

B1 (c) states "does not become entitled to an ill-health award under rule B3" which appears to prevent a member from receiving a rule B1 pension who has been awarded an ill-health pension under rule B3.

However, as stated in my response to Question 3 above, particularly in reference to "paragraph 5 that advises" that the restriction on pensionable service and any ill health enhancement awarded. The restriction is such that a higher pension than would have become payable had the member retired normally on account of age i.e. at age 55 and become entitled to an ordinary pension.

At retirement you had 35 years 285 days pensionable service. Your pension was calculated as an ordinary pension under regulation B1 as follows:"

6. **I was retired on the grounds of ill health and awarded a B3 pension. I am paid a B1 pension – Why?**

Please refer to response to Question 5.

In considering the pension regulations contained in the above letter I am able to confirm that your pension benefits paid are correct and see no reason to deviate from the explanation already advised to you by your pension and myself.

If you are not content with this decision, you have a right to apply for reconsideration of the disagreement by the Lancashire Combined Fire and Rescue Authority no later than six months from the date of this notice. A form designed for this purpose can be obtained from me at Fire Service Headquarters, Garstang Road, Fulwood, Preston, PR2 3LH.

TPAS (the Pensions Advisory Service) is available to assist members and beneficiaries of pension schemes in connection with any difficulty with a scheme which remain unresolved. TPAS can be contacted at 11 Belgrave Road, London, SW1V 1RB; Telephone 0845 6012923.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chris Kenny', written in a cursive style.

Chris Kenny
Chief Fire Officer

Compulsory retirement on grounds of efficiency of brigade

A14. A whole-time member of a brigade who—

- (a) was appointed on terms under which he is or may be required to engage in fire-fighting, and
- (b) has attained the age of 50, and
- (c) has, or but for an election under rule G3 would have, completed 25 years' pensionable service,

may be required by the fire authority to retire on the grounds that his retention in the brigade would not be in the general interests of its efficiency.

Compulsory retirement on grounds of disablement

A15.—(1) Subject to paragraph (2), a regular firefighter may be required by the fire authority to retire on the date on which the authority determine that he ought to retire on the ground that he is permanently disabled.

(2) A retirement under this rule is void if, on an appeal against the medical opinion on which the fire authority acted in determining that he ought to retire, the medical referee decides that the appellant is not permanently disabled.

Effective date of retirement

A16. For the purposes of this Scheme a member of a brigade shall be taken to retire immediately after his last day of service.

PART B

PERSONAL AWARDS

Ordinary pension

B1.—(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then—

- (a) has attained the age of 50, and
- (b) is entitled to reckon at least 25 years' pensionable service, and
- (c) does not become entitled to an ill-health award under rule B3.

(2) This rule does not apply—

- (a) to a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) unless his notice of retirement was given with the permission of the fire authority, to a chief officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part I of Schedule 2.

Short service award

B2.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter—

- (a) who retires as required by rule A13 (compulsory retirement on account of age) and does not on retiring become entitled to an ordinary pension under rule B1, or
 - (b) who retires on or after attaining the age of 65, is entitled to reckon at least 2 years' pensionable service, and is not entitled to any other pension or gratuity under this Part.
- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service, to a short service pension calculated in accordance with Part II of Schedule 2, and
 - (b) in any other case, to a short service gratuity calculated in accordance with Part IV of Schedule 2.

Ill-health award

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and
 - (b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Injury award

B4.—(1) This rule applies to a regular firefighter who has retired and is permanently disabled if the infirmity was occasioned by a qualifying injury.

- (2) A person to whom this rule applies is entitled—
- (a) to a gratuity, and
 - (b) subject to paragraphs (3) and (4), to an injury pension,
- both calculated in accordance with Part V of Schedule 2.
- (3) Payment of an injury pension is subject to paragraph 4 of Part V of Schedule 2.
- (4) Where the person retired before becoming permanently disabled, no payment in respect of an injury pension shall be made for the period before he became permanently disabled.

Deferred pension

B5.—(1) This rule applies to a regular firefighter who is entitled to reckon at least 2 years' pensionable service or, though not so entitled—

- (a) has an earlier period of service as a regular firefighter which, disregarding breaks in service of not more than a month, is continuous and which, after deducting from it any period during which an election under rule G3 not to pay pension contributions had effect and aggregating the remainder with his pensionable service, amounts to 2 years or more, or



16 June 2016.

County Councillor Mr.F.DeMolfetta
Chairman-Lancashire Combined Fire Authority
Lancashire Fire & Rescue Service HQ
Fulwood, Preston, Lancs.
PR2 3LH

IDRP – Stage II Application.

Dear County Councillor Mr.F.DeMolfetta,

Herewith attached is my IDRP - Stage II Application for consideration by the LCFA Committee.

Please acknowledge receipt of the attached, and inform me when the Stage II panel is to be convened; the names of elected membership of the committee on the panel who will decide Stage II ; and subsequently a record of the duration, the vote taken, and by whom.

For the purpose of this process you should consider that I regard the public records of your Decision as my 'subject data' falling within the meaning of the 1998 Data Protection Act when subsequently accessing any and all records of proceedings held in either Part 1 & Part 2 of your Meetings.

I draw particular attention to the individual legal duties laid on you by the nature of your public appointment and of your other elected Members of the LCFA in respect of the criminal law and your absolute individual obligation in law when an allegation of a crime has been reported to you, for you to investigate such criminal illegality in my case, and if substantiated, to report this matter to the Chief Constable; and concerning which, in the absence of such action by you and your Councillors, I give you notice of my intention to lay Criminal Information, both jointly and severally, with the appropriate authorities.

Yours Sincerely,



F. M. G. [Redacted] MIFireE.
Assistant Divisional Fire Officer(Rtd)

Firefighters' Pension Scheme: Internal Disputes Resolution Procedure (IDRP)



Stage Two Application

If a person is dissatisfied with the decision of the Chief Fire Officer or the person specified by him at Stage 1 of the IDRP, an application may be submitted by that person (or nominated representative) for the decision to be confirmed or replaced by the decision of elected members of the fire and rescue authority. The authority may provide for decisions to be taken by or on their behalf by one or more of their number.

To the Lancashire Combined Fire Authority

1. I am applying for reconsideration of the IDRP Stage I decision of 19th February 2016 made under section 50 of the Pensions Act 1995. I understand that the Fire and Rescue Authority will either confirm the decision or replace it.
2. I understand that an application may not be made where, in respect of the matter:
 - A notice of appeal has been issued under Rule H2 of the Firefighters' Pension Scheme 1992, Part 8, rule 4 of the New Firefighters' Pension Scheme 2006 or Part 6, rule 2 of the Firefighters' Compensation Scheme 2006 (appeal to a board of medical referees against a decision on an issue of a medical nature), or
 - Proceedings in respect of this dispute have begun in any court or tribunal, or
 - The Pensions Ombudsman has commenced an investigation into a complaint or a dispute referred to him.
3. I attach a copy of the notice of the Chief Fire Officer's Decision referred to and a statement of the reasons for my dissatisfaction with that decision.

Complete in all cases (in Block capitals)

Full Name of Scheme Member	[REDACTED]
Role and employment reference	[REDACTED]
Address of Scheme Member	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
Member's Date of Birth	[REDACTED]
Member's National Insurance Number	[REDACTED]

Complete if complainant is not a Scheme member (in Block Capitals)

Full Name of Complainant	[REDACTED]
Address for Correspondence	[REDACTED]
Relationship of complainant to Scheme Member (if relevant)	[REDACTED]

Nature of disagreement

Give a statement of the nature of the disagreement with the decision made by the Chief Fire Officer or the person specified by him. If necessary, continue details on to another page and attach the application form with any supporting documents.

IDRP- Conclusion of Stage I.

The Material Facts.

1. On the 22nd July 1998 I was compulsorily retired by the Lancashire Combined Fire Authority(LCFA) as disabled pursuant, inter alia, to the provisions of the Fire Services Superannuation Rules, 'The Firemen's Pension Scheme Order 1992', Statutory Instrument No.129, Rule A9 Qualifying Injury, and Rule A10 Disablement.
2. As a consequence of Rule A9 and Rule A10 the LCFA awarded me, under the Order, a Rule B3 Ill-health Pension, and a Rule B4 Injury Award.
3. However, I have, to date, in contravention of Statutory Instrument No.129, Rule B1.- (1);(C), been paid a Rule B1 Ordinary pension instead of the correct Rule B3 Ill-health pension, and as a miscalculation consequence, the correct Rule B4 Injury Award.
4. Rule B1.-(1);(C) prohibits the payment of a Rule B1 Ordinary pension to those awarded a Rule B3 Ill-health pension stating in Regulation B1 Ordinary pension entitlement:

"B1.- (1) Subject to paragraph (2), this rule applies to a regular fire-fighter who retires if he then -

(c) does not become entitled to an ill-health award under rule B3."

Nature of the Disagreement.

1. I disagree that the LCFA have, since inception, paid me my correct pensions. I have not been paid the correct pensions I am lawfully entitled to under the 1992 Statutory Instrument No.129 Regulations.
2. I disagree that the 1992 Statutory Instrument No.129 Regulations, under which the LCFA purports to be paying my correct pension can properly be construed in law in any way to sanction any sum, awarded as a Rule B3 ill-health pension, *as the same in sum as a Rule B1 Ordinary pension* – which is the pension falling due to a Firefighter taking early voluntary retirement by choice.
3. I assert, that the LCFA has illegally, knowingly, dishonestly, and systematically defrauded me, inter alios, of all compensation for loss of career, rank, pension, and for the injury suffered, which is provided for in law to compensate a Firefighter in event of being forced to take early retirement by reason of ill health/injury.
4. I assert, that the LCFA to save money and enrich itself has jointly with those managing, administering, calculating, and paying Rule B3 ill-health and other pensions, severally engaged in criminal action; and have together conspired to avoid paying me the legally proper sums due to me and to those compulsorily required to retire due to ill health/injury; but also to deny to me and those to be retired, sight of any document to inform them of their Statutory rights on their Pension Scheme.

Home Office Commentary on the Firefighters Pension Scheme.

1. I assert, that the LCFA have engaged in deception, to avoid paying due and proper pensions by denying me and other such retirees, sight or knowledge of the 1992 "Home Office Commentary on the Firefighters Pension Scheme" provided for the guidance of laymen pension managers and retirees alike.

2. The Home Office Commentary's legal intent was clear and speaks for itself...

“For the most part the text uses the “second person” to keep the style informal but this does not mean it is addressed only to firefighters. It is intended mainly to help local authority superannuation officers who have to administer the scheme.”

The LCFA have by way of deliberately avoiding this guidance knowingly perverted the course of justice by avoiding the proper calculation and payment of pensions lawfully due to me which are those specifically provided for in law.

3. They did so to deliberately mislead me, who relied on their honesty as the pension provider with their fiduciary duty to me, to make me mistakenly believe that the Rule B1 Ordinary pension and a miscalculated(reduced)Rule B4 Injury award which they were actually paying me was in fact the correct Rule B3 ill-health and Rule B4 Injury awards, as though they were those provided for by law.

The Common Ground.

1. I refer to the Chief Fire Officer's IDRPs Stage I written decision of the 19th February 2016, which is attached in which the LCFA accepts the following in common ground:
 - a) The LCFA may terminate service under “Rule 14 – Compulsory retirement on grounds of efficiency of brigade”, but that was not my case.
 - b) The LCFA accepts that a Firefighter may choose early retirement in full health to pursue another career, in which case he becomes entitled to a Rule B1 Ordinary pension as provided by law.
 - c) The LCFA accepts that it follows that on making such a choice the fire-fighter avoids by his own volition; a full service; promotions; pay increases; and higher pension falling due on full service.
 - d) The LCFA accepts that where a Firefighter continues to contribute to the pension scheme(after 30 years) he would have been entitled, in my rank, to have served until aged 60, and then to retire on a full Rule B1 Ordinary pension based on the Average Pensionable Pay (APP) of full service and any further achieved retirement rank;
 - e) The LCFA accepts that by receiving my pension Scheme contributions after 30 years' service, and knowing I had not opted out under Rule G3 accepts that but for my enforced retirement I would have so benefitted at the age of 60 years, or 40 years' service, whichever came first.
 - f) The LCFA accepts that had I completed my service to the age 60 years, or 40 years' service, whichever came first, that I would have been entitled to receive a Rule B1 Ordinary pension calculated at that time on my APP, and further promotion, if any.
 - g) The LCFA accepts that I did not complete my service to the age of 60 years by reason of a 'qualifying' service injury for which they obtained the necessary medical Opinions and confirmation *before* implementing Rule A9 & Rule A10 leading to my compulsory early retirement;
 - h) The LCFA accepts that, under the 1992 Statutory Instrument No.129, and its compulsory discharge decision under the Scheme Rules that I was entitled to receive a Rule B3 Ill-Health pension and a Rule B4 Injury Award, which they nominally awarded;
 - i) The LCFA accepts that I am not entitled under 1992 Statutory Instrument No.129 to receive a Rule B1 Ordinary pension if awarded a Rule B3 Ill-Health pension by them;

- j) The LCFA accepts that their calculated pension paid to me is in the sum of a Rule B1 Ordinary pension due had I been retiring early by my own choice, and is not in compensation, at all, for loss of future career, potentially higher rank, or a higher pension;
- k) The LCFA accepts that the Rule B3 ill-health and Rule B4 Injury Award provisions are made in law to recognise time served – whether ended by voluntary choice or ill-health/injury - but if by ill health/injury - to compensate for the loss of future service, achieved rank, and pension emoluments, occasioned by enforced compulsory early retirement – such being the effect of the material formulae set out in SI 129, Schedule 2.

2. In arbitrary denial of *this common ground and law* the Chief Fire Officer, by his Decision denies my request for correction of my pensions but supplies no Legal Authority; no independent Opinion, or Opinions, to support his position; nor any logical reason for his Decision and accordingly I am dissatisfied and wish to continue to dispute it.

The Law and LCFA.

1. The 1947 Fire Services Act was pivotal legislation in respect of the post WW II return of Local Authority control to their control functions which included the provisions of lawful Fire Service pensions.

The Act with its Statutory Instruments made specific provision for the anticipated recurring operational injuries which would occur in future Fire Service operations and also anticipated the inevitable Service/personal litigation which would follow.

The purpose of this generous part of the enactment, without fault awards, was to reduce Local Authority and personal litigation legal costs and Court attendances.

This provision, which was welcomed by the Fire Brigades Union and approved by the Central Fire Brigades Advisory Council, eventually led to legislative revisions in the 1973(Rule B3 introduced) and 1992 Pension Schemes, with a further revised Rule B3 within 1992 Statutory Instrument No.129.

2. In his decision the Chief Fire Officer, in absence of legal authority, deliberately misleads and misdirects himself by misusing an Appendix which - having misled the Pensions Ombudsman earlier by the same deception – he knows to be entirely bogus.

There is no such thing as the so called 'Appendix' to the original legislation pursuant to which I was forced to take early retirement. That legislation was and remains the 1992 Statutory Instrument No.129 - guidance, for retirees and user laymen alike, for its legal effects being specified in the companion "Home Office Commentary". In the absence of specific retro-active provisions, any subsequent amendment of legislation can, as the Chief Fire Officer well knows, can be of no legal effect in my case.

There has been no such retro-active legislative provision.

I quote verbatim , your Decision Letter refers:

“ Appendix 1 is an extract of SI 129 1992 Part B Personal Awards (pages 16 and 17). I am unable to see any reference in the Statutory Instrument to this being compensation for loss of future rank, salary, and a higher pension denied those forced in to early retirement by reason of ill health”

He is fraudulent in ostensibly basing his decision on this bogus legal authority which is a travesty of his public duty when he denies the whole purpose of the applicable legislation.

3. Pursuant to the material Statutory Instrument I ask:

a) Is it therefore the Chief Fire Officer's contention that a Rule B1 Ordinary pension and a Rule B3 ill-health pension are, in effect, one and the same thing?

- b) If not, in what way do they differ in legal practice and why am I being paid a Rule B1 Ordinary pension purporting to be a Rule B3 ill-health pension?
- c) Does the Chief Fire Officer take the view, and if so is it the policy, that it is legally correct to dismiss any injured Firefighter from further service due to ill-health/injury with a Rule B1 Ordinary pension calculated on the same basis as though he was taking early voluntary retirement by choice?
- d) If so, is the Chief Fire Officer confirming that it is the legal policy of the LCFA to compulsorily discharge a Firefighter whilst not awarding more than the sum calculated for a Rule B1 Ordinary pension entitlement to Firefighters, whether or not, their careers are cut short by ill-health/injury?
- e) Is it the policy of the LCFA to cut its pension bill by retiring all injured personnel on a straight B1 Ordinary pension without compensation?
- f) On what basis does the LCFA place its own unlawful interpretation, an illegal and layman's convenient avoidance of the law, which is clearly at odds with the common law and which specifically denies the expressed intention for the Statute to be interpreted as compensatory as in common law, or better, - made inescapably plain in the 1992 'Home Office Commentary' at:

Page B3-2 In answer to question 'How much is the pension...',
“ or what could have been earned by compulsory retirement age”,
 and at...

Page B3-2 states 'your basic ill-health pension is...', stated as...
“or what you could have earned by your compulsory retirement age.”.

N.B. Note the difference in tense and language confirming two distinctive statements.

- g) It is a given in common law that where an employer is liable for the loss of a career, quantum of damages includes, above any sum for pain and suffering, the amount required to put that person, in so far as money can, in the position they would have been in but for their loss.
- h) It is a given that the DCLG in their document “Fire and Rescue Authorities - Health, safety and welfare framework for the operational environment” June 2013, accurately states the law, in that 'The Health and Safety at Work Act 1974' applies to 'all activities of', and so imposes a General Duty on the LCFA to ensure the health safety and welfare of its Firefighter employees, breach of which is actionable under common law and by prescription of Section 47 (2) of the Act for damages which binds the Crown (Section 48), the Firefighter being relieved by SI.129 of contribution by reason of contributory negligence on being required to take early retirement on grounds of ill-health, and that damages includes death or injury (Sec 47 (6)) and that damages are defined under tort to compensate for the injury as a matter of general damage and by way of special damage, all financial loss occasioned by the early retirement.
- i) State precisely by what legal authority does the LCFA pay me less than I would be entitled to under common law?

In particular paying me the pension I would have been entitled to had I taken early retirement by choice, thus denying me compensation for my lost career, emoluments, future promotions and the pension which I would have earned but for such enforced retirement?

- j) If the LCFA denies that a Firefighter so forced into retirement may sue the authority, on considering the awarded Rule B3 and/or Rule B4 award insufficient, state precisely the legal authority relied upon for denying such right in law.
If none, then by what right does the LCFA deprive me of Rules B3 and B4 awards in any lesser sum than a Court would award in accordance with the normal quantum of damages, general, and special?
- k) If it be contended that I am being paid the correct pension then distinguish it from an Ordinary B1 pension to demonstrate to me in law that compensation is being paid in 'special damages' for the loss of my career?
- l) Since a Firefighter has common law rights under the 1974 HSW Act on what basis does the LCFA reduce those under Rule B3?
- m) What is the Chief Fire Officer's precise Legal Authority upon which he - a layman - relies to deny those forced into early retirement by reason of ill health/injury, less than a common law award in damages - in compensation for their loss of promotion, salary and pension, et al?
- n) Can the Chief Fire Officer explain, quoting Legal Authority and independent Opinion(s) what purpose does he consider the Statutory Instrument is required to serve by the enactment of its Rule B3 & B4 provisions?
- o) Please explain why having retired me early on the grounds of ill health/injury with a purported Rule B3 ill-health pension and Rule B4 Injury Award, in what way, using what legal authority, does the LCFA say that the present pension I receive, namely a Rule B1 Ordinary Pension (this being the same sum due to me had I been taking early voluntary retirement by choice) in any way compensates me for loss of career and future pension, as provided within the 1992 Statutory Instrument No.129?
- p) Please explain why the LCFA concealed; ignored; was not guided by; and did not produce for its own, mine, and the guidance and understanding of others, the '1992 Home Office Commentary on the Firefighters Pension Scheme' which in intended plain English, provides the clear legal distinctions and benefits between Rules B1; B3; and B4 pensions ?

The Law – The Nub of the Matter.

Throughout the correspondence leading to the implementation of IDRPs the LCFA, though repeatedly asked for its legal authority for application of its layman's interpretation of the 1992 Statutory Instrument No.129, contrary to the law and intended legal effect as construed and specifically set out by the promulgating Department of State in its 'Home Office Commentary', and having wrongfully adopted such laymen's interpretation in denial of Home Office guidance as to the correct legal construction of its legislation, state precisely - on the application of the Chief Fire Officer's/LCFA 'interpretation' reducing my ill health pensions to be, in legal effect, a B1 pension – is to what purpose?

For the intent was its direct impact on the final ill-health/injury pension (under)calculation by misuse of the Statutory formulae.

It follows, does it not, that those attempting to comprehend the form of words used and their legal meaning in Rule B3 are simply incapable of understanding the legal prose and have deliberately avoided seeking an independent Opinion, or Opinions, to defend their unlawful arbitrary position;

Or, they do understand and are avoiding career accountability and transparency when their original significant errors are publicly examined. An examination which they seek to avoid, by

deliberately misconstruing the meaning of the words of the provision in the 1992 Statutory Instrument No.129 *used to distinguish* the five Paragraphs within Rule B3.

In his Stage I Decision the Chief Fire Officer has denied legal effect of Rule B3; Paragraphs 1-4; and Paragraph 5, by his misconstruction of these Paragraphs which ought to have been used in my final B3 ill-health pension calculation formula.

- a) In particular, he has taken the word 'is', in relation to Paragraphs 1-4, to mean the same as 'by reference to' in Paragraph 5 which is to knowingly, fraudulently, deny Paragraph 5 its specified and/or any legal effect;
- b) By such deliberate misconstruction he has fraudulently misrepresented that the sum of a Rule B1 Ordinary pension could be, and lawfully was, a Rule B3 ill-health pension;
- c) By such deceit in misconstruction he has *denied the lawful effects* of Paragraphs 4 and 5 *on* Rule B3.

Another Case.

1. In his decision the Chief Fire Officer referred obliquely to another case which has no bearing on my IDR Application, but in which I believe the then (layman) Pensions Ombudsman was unable to recognise or consider the weight of the '1992 Home Office Commentary on the Firefighters Pension Scheme' by reason that the LCFA had misled him by fraudulently presenting, misrepresenting, and misquoting the '2008 Commentary on the 2006 FPS' as though it was the '1992 Home Office Commentary on the Firefighters Pension Scheme'.
2. This is not my case and the Chief Fire Officer can be under no such delusion that it is. He well knows that the '1992 Home Office Commentary on the Firefighters Pension Scheme' was issued for guidance and understanding to layman of the law as provided for in 1992 Statutory Instrument No.129.
3. By his written Decision, if not withdrawn and my pension corrected, the Chief Fire Officer becomes further complicit in a conspiracy to perpetuate and further such illegal misconduct and will further conspire with his subordinates, and those he has delegated, including his pension contractors managing my pensions, to avoid the lawful payment of my correct pensions.

Misconduct in Public Office.

1. I assert, that those so engaged on behalf of the LCFA, knowingly abused the trust arising from their fiduciary relationship with me in that I was reliant upon their integrity and honesty to calculate and pay me the pensions prescribed by law for me.
2. They have abused their collective public offices and the trust of the Firefighters and have by deliberate and criminal misrepresentation presented false sums in payment to me and others, namely Rule B1 Ordinary pensions, purporting these to be Rule B3 ill-health and Rule B4 Injury Award entitlements as if these payments were their true legal entitlements.
3. If not acting so, then on what Legal Authority are any of the LCFA servants or agents so acting?
If none, then in what way is such conduct not fraudulent, or those engaged in the process of this deception not engaging in an abuse of their public office in a conspiracy to defraud?
4. I assert, that all these malfeasant acts can only be objectively and impartially construed and viewed as *prima facie* Statutory crimes by reason of the ritualised and repeated institutionalised violation and contravention of the applicable regulatory Act, or Acts.

Conclusion.

1. I am dissatisfied and disagree with the Chief Fire Officer's Stage I Decision for the reasons I have stated and I hereby give notice that I now wish to invoke Stage II of the Statutory IDRG.
2. I request that this Dispute now be placed in *per curiam* before the nominated and duly elected Members of the LCFA for reconsideration which should be executed within the Statutory framework of two calendar months from the date of receipt of this hand delivered Application.
4. I request that I be paid the correct emoluments in compliance *with LCFA original pension decisions* and in compliance with the law, the 1992 Statutory Instrument No.129, Rules B3 and Rule B4.
5. I request that I be reimbursed all underpaid monies due to me, or my estate, which commenced at the inception of my pensions, and that my gratuities and emoluments be re-calculated with commercial compound interest as determined by established and relevant Court case law.
6. I was compulsorily retired on grounds of ill health/injury and awarded a Rule B3 ill-health pension and Rule B4 Injury Award and in closing I reiterate the question:

Why am I being paid the sum of the Rule B1 Ordinary pension I would have been entitled to had I been retiring by voluntary choice, instead of a Rule B3 ill-health pension and Rule B4 Injury Award provided for within the 1992 Statutory Instrument No.129 which was to compensate me for my lost career, the pay and emoluments due to higher rank I may have achieved, and pension falling due on my full service, all lost to me by way of forced early retirement, due to injury in service for which the LCFA is statutorily liable in no lesser sums in compensation for my injury and loss than a Court would award by way of ordinary and special damages – and in such a case as this - aggravated damage should a judge take the view that the LCFA, its servants or agents, deserve censure for the illegal and fraudulent denial of payment due and particularly so where the conduct was in clear and deliberate avoidance of State Guidance on how to interpret and apply the law, - thus perverting the course of Justice for gain.

7. This Application has been sent to each Member of the Committee to each of whom notice is hereby given that should the de facto conspiracy to defraud *not be repudiated individually by the elected Members of the LCFA and my pensions be corrected with appropriate other compensation*, that I shall lay criminal information before the appropriate authorities at the conclusion of Stage II, which said Criminal Information will, jointly and severally, include, each and every, such delinquent Member.



Signature of complainant Date: 16th June 2016.

Mr F M G [REDACTED]
[REDACTED]

Please ask for: Chris Kenny
Telephone: 01772 866800
Fax:
Email: chriskenny@lancsfirerescue.org.uk
Your Ref:
Our Ref: IDR/2015/FMG
Date: 19 February 2016

Dear Mr G [REDACTED]

**FIREFIGHTERS' PENSION SCHEME
PENSIONS ACT 1995, SECTION 50
Internal Dispute Resolution Procedures: Stage One**

I have considered your application received on 21 December 2015 for a decision to be made under Section 50 of the Pensions Act 1995 in respect of your disagreement referred to in the application.

From reading your submission, whilst it can be surmised what you consider to be the issue, by virtue of the previous correspondence to which you refer, your statement of the nature of disagreement including why you feel aggrieved contained in your submission does not actually identify any disagreement and why you feel aggrieved.

I have therefore responded below to the statements that you have submitted.

- 1. Having contributed to the pension scheme I was entitled to serve until aged 60 to retire on a full B1 pension based on the APP of my full service retirement rank. This involved no loss of salary.**

As your retirement was due to ill health you became entitled to an ill health pension under regulation B3 therefore the ordinary pension under regulation B1 is not due, as indicated in part (1) (c) of the extract below:

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



Ordinary pension entitlement under regulation B1

B1.-(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then-

- (a) Has attained the age of 50, and
- (b) Is entitled to reckon at least 25 years' pensionable service, and
- (c) **Does not become entitled to receive an ill-health award under rule B3.**

(2) This rule does not apply-

- (a) To a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) Unless his notice of retirement was given with the permission of the fire authority, to a chief fire officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) Where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

~~(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part 1 of Schedule 2.~~

2. **Or, I could have chosen to retire early on a B1 pension based on service and APP at my time of leaving. In that case I alone, not the service, would have been liable for loss of future salary and higher pension.**

Under the terms of the pension scheme you had the option to retire at age 50 with 25 years or more pensionable service. At the point of your 50th birthday, on 17th December 1993 would have achieved 31 years pensionable service and therefore had the option to retire with maximum pension from this date on. In this scenario you would have received a full B1 pension.

3. **In the alternative: on suffering for which I was not responsible and if compulsorily discharged from the Service early on grounds of ill health, the service was liable for all future loss in salary and pension.**

As stated above, as your retirement was as a result of ill health you became entitled to a pension under regulation B3, see below:

Ill-health award under regulation B3

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

(2) A person to whom this rule applies becomes entitled on retiring—

(a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and

(b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Calculation of Ill-health award under regulation B3 from Schedule 2 Part B, Part III

1.—(1) Paragraphs 2 to 5 have effect subject to Parts VII and VIII of this Schedule, and paragraphs 3 and 4 have effect subject to paragraph 5.

(2) In paragraphs 2 to 4, A is the person's average pensionable pay.

2. Where the person has less than 5 years' pensionable service, the amount of the ill-health pension is—

$$A \times B / 60$$

where B is the greater of one year and the period in years of his pensionable service.

3. Where the person has at least 5 but not more than 10 years' pensionable service, the amount of the ill-health pension is—

$$2 \times A \times C / 60$$

where C is the period in years of his pensionable service.

4. Where the person has more than 10 years' pensionable service, the amount of the ill-health pension is the greater of—

$$20 \times A / 60$$

and

$$(7 \times A / 60) + (A \times D / 60) + (2 \times A \times E / 60)$$

where—

D is the period in years of his pensionable service up to 20 years, and

E is the period in years by which his pensionable service exceeds 20 years.

5.—(1) Where—

(a) if the person had continued to serve until he could be required to retire on account of age, he would have become entitled to an ordinary or short service pension ("the notional retirement pension"), and

(b) the amount calculated in accordance with paragraph 3 or 4 exceeds the amount of the notional retirement pension,

the amount of the ill-health pension is that of the notional retirement pension.

(2) The notional retirement pension is to be calculated by reference to the person's actual average pensionable pay

4. **S1 129 1992 specifies a B3 'ill-health' pension as compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.**

Appendix 1 is an extract of SI 129 1992 Part B Personal Awards (Pages 16 and 17). I am unable to see any reference in the Statutory Instrument to this being compensation for loss of future rank, salary, and a higher pension denied those forced into early retirement by reason of ill health.

I would advise you these issues were raised (as I believe you are aware) by another retired member of staff with the Pensions Ombudsman who has confirmed that there is no grounds for this construct.

5. **S1 129 1992 prohibits payment of a B1 pension to a person awarded a B3 pension.**

B1 (c) states "does not become entitled to an ill-health award under rule B3" which appears to prevent a member from receiving a rule B1 pension who has been awarded an ill-health pension under rule B3.

However, as stated in my response to Question 3 above, particularly in reference to "paragraph 5 that advises" that the restriction on pensionable service and any ill health enhancement awarded. The restriction is such that a higher pension than would have become payable had the member retired normally on account of age i.e. at age 55 and become entitled to an ordinary pension.

At retirement you had 35 years 285 days pensionable service. Your pension was calculated as an ordinary pension under regulation B1 as follows:"

6. **I was retired on the grounds of ill health and awarded a B3 pension. I am paid a B1 pension – Why?**

Please refer to response to Question 5.

In considering the pension regulations contained in the above letter I am able to confirm that your pension benefits paid are correct and see no reason to deviate from the explanation already advised to you by your pension and myself.

If you are not content with this decision, you have a right to apply for reconsideration of the disagreement by the Lancashire Combined Fire and Rescue Authority no later than six months from the date of this notice. A form designed for this purpose can be obtained from me at Fire Service Headquarters, Garstang Road, Fulwood, Preston, PR2 3LH.

TPAS (the Pensions Advisory Service) is available to assist members and beneficiaries of pension schemes in connection with any difficulty with a scheme which remain unresolved. TPAS can be contacted at 11 Belgrave Road, London, SW1V 1RB; Telephone 0845 6012923.

Yours sincerely

A handwritten signature in black ink, appearing to read 'Chris Kenny', written in a cursive style.

Chris Kenny
Chief Fire Officer

Compulsory retirement on grounds of efficiency of brigade

A14. A whole-time member of a brigade who—

- (a) was appointed on terms under which he is or may be required to engage in fire-fighting, and
- (b) has attained the age of 50, and
- (c) has, or but for an election under rule G3 would have, completed 25 years' pensionable service,

may be required by the fire authority to retire on the grounds that his retention in the brigade would not be in the general interests of its efficiency.

Compulsory retirement on grounds of disablement

A15.—(1) Subject to paragraph (2), a regular firefighter may be required by the fire authority to retire on the date on which the authority determine that he ought to retire on the ground that he is permanently disabled.

(2) A retirement under this rule is void if, on an appeal against the medical opinion on which the fire authority acted in determining that he ought to retire, the medical referee decides that the appellant is not permanently disabled.

Effective date of retirement

A16. For the purposes of this Scheme a member of a brigade shall be taken to retire immediately after his last day of service.

PART B

PERSONAL AWARDS

Ordinary pension

B1.—(1) Subject to paragraph (2), this rule applies to a regular firefighter who retires if he then—

- (a) has attained the age of 50, and
- (b) is entitled to reckon at least 25 years' pensionable service, and
- (c) does not become entitled to an ill-health award under rule B3.

(2) This rule does not apply—

- (a) to a person whose notice of retirement states that he is retiring for the purpose of joining another brigade, or
- (b) unless his notice of retirement was given with the permission of the fire authority, to a chief officer, or in Scotland a firemaster, who retires before attaining the age of 55, or
- (c) where immediately before the person's retirement an election under rule G3 not to pay pension contributions had effect.

(3) A person to whom this rule applies becomes entitled on retiring to an ordinary pension calculated in accordance with Part I of Schedule 2.

Short service award

B2.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter—

- (a) who retires as required by rule A13 (compulsory retirement on account of age) and does not on retiring become entitled to an ordinary pension under rule B1, or
 - (b) who retires on or after attaining the age of 65, is entitled to reckon at least 2 years' pensionable service, and is not entitled to any other pension or gratuity under this Part.
- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service, to a short service pension calculated in accordance with Part II of Schedule 2, and
 - (b) in any other case, to a short service gratuity calculated in accordance with Part IV of Schedule 2.

Ill-health award

B3.—(1) This rule applies, unless immediately before his retirement an election under rule G3 not to pay pension contributions had effect, to a regular firefighter who is required to retire under rule A15 (compulsory retirement on grounds of disablement).

- (2) A person to whom this rule applies becomes entitled on retiring—
- (a) if he is entitled to reckon at least 2 years' pensionable service or the infirmity was occasioned by a qualifying injury, to an ill-health pension calculated in accordance with Part III of Schedule 2, and
 - (b) in any other case, to an ill-health gratuity calculated in accordance with Part IV of Schedule 2.

Injury award

B4.—(1) This rule applies to a regular firefighter who has retired and is permanently disabled if the infirmity was occasioned by a qualifying injury.

- (2) A person to whom this rule applies is entitled—
- (a) to a gratuity, and
 - (b) subject to paragraphs (3) and (4), to an injury pension,
- both calculated in accordance with Part V of Schedule 2.
- (3) Payment of an injury pension is subject to paragraph 4 of Part V of Schedule 2.
- (4) Where the person retired before becoming permanently disabled, no payment in respect of an injury pension shall be made for the period before he became permanently disabled.

Deferred pension

B5.—(1) This rule applies to a regular firefighter who is entitled to reckon at least 2 years' pensionable service or, though not so entitled—

- (a) has an earlier period of service as a regular firefighter which, disregarding breaks in service of not more than a month, is continuous and which, after deducting from it any period during which an election under rule G3 not to pay pension contributions had effect and aggregating the remainder with his pensionable service, amounts to 2 years or more, or



Mr F G [REDACTED]

Please ask for: Bob Warren
Telephone: 01772 866804
Email: bobwarren@lancsfireandrescue.org.uk
Your Ref:
Our Ref: BW/JLW
Date: 20 June 2016

Dear Mr G [REDACTED]

IDRP – STAGE II APPLICATION FOR CONSIDERATION BY LCFA COMMITTEE

On behalf of the Fire Authority, I acknowledge receipt of your letter dated 16 June 2016 and attachments which were handed on your behalf to the Chairman of the Authority by Mr Burns.

Unfortunately the restrictions and processes you are trying to impose on the IDRP process are not accepted and would make the process unworkable. **Your stipulations seem to be based on incorrect assumptions, out with the provisions of not only the Lancashire CFA IDRP process but also the IDRP provisions.**

In addition you make very serious allegations concerning criminal acts. The responsibility for investigating criminal activity is vested with the Lancashire Constabulary and must take primacy. If you genuinely believe or have evidence of criminal activity then you should report such matters to the Constabulary. Until this is resolved the process cannot be enacted.

If the Police consider your allegations have any credibility then they will no doubt commence an investigation. This would undoubtedly involve individuals involved in the IDRP review being interviewed, possibly under caution.

Therefore it is not possible for the same individuals to participate in the IDRP process. Consequently until the criminal allegations have been examined the IDRP process cannot be progressed, especially as if there is any foundation to your allegations, the CFA might inadvertently find itself interfering with criminal procedures.

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH



I have accordingly placed your application in abeyance until the Police investigation is concluded.

Yours sincerely

A handwritten signature in blue ink, appearing to read 'Bob Warren', with a stylized, sweeping flourish extending to the right.

Bob Warren
Director of People and Development



25 June 2016.

County Councillor Mr.F.DeMolfetta
Chairman-Lancashire Combined Fire Authority
Lancashire Fire & Rescue Service HQ
Fulwood, Preston, Lancs.
PR2 3LH

IDRP – Stage II Application.

Dear Chairman,

I acknowledge receipt of your letter of the 20th June 2016 signed on your behalf by the Lancashire Firefighters Pension Scheme manager Mr. R. Warren.

I draw your attention to the following in my final response:

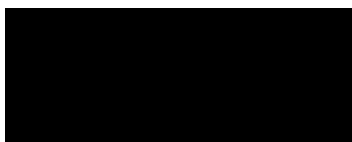
- Would you please be so kind as to let me know by what legal authority you have presumed to act ultra vires to avoid your Statutory duty which is to place my Stage II Application before the Full CFA committee for Statutory adjudication within the required Statutory time frame of two calendar months which commenced on the 16th June 2016?
- You may also care to explain why my Application directed to you and the individual elected Members of the Full Committee has apparently been dealt with by Mr Warren? Please correct me if I am wrong but he is not an elected Member simply a local authority civil servant; nor is he the Clerk to the Combined Fire Authority a similar non-elected local authority civil servant of the CFA? It seems Mr. Warren simply seeks to delay matters;
- Fundamental to dealing with my comprehensive pension Complaint will be the essential investigation of *all the circumstances* I have laid before you, during which it will be necessary for the Full Committee to consider Mr Warren's conduct of my pension management, and thus each of the elected Members is legally required to approach this Application 'with a clear mind', free of the influence of those whose conduct will be under review and transparently so - or risk a reputation for individual and corporate corruption;
- I choose to take the view that until your intrinsic investigative process is completed one cannot know what the right course to take is. If there is an admission of error and full correction to my satisfaction, it would not serve the public interest to pursue any past error or misconduct; nor would it be in my interest to do so.
- Should you take legal advice I believe you will be advised that in event of an alleged crime it is up to the injured party to proceed with it or not.
- Because the Pension Sub-Committee, as presently configured is unconstitutional, I have laid the detail of possible error and/or my suspicions

of continuing corruption and fraud bare for full investigation before all elected Members.

To effect this, I have individually served Statutory notices to each elected Member to ensure that great care will be taken, jointly and severally, by each Member to properly consider my Application, rather than rubber stamp what may, otherwise, render them unwittingly to criminal proceedings.

- Should the Full Committee not consider my Application in time, or at all, then as I understand it, there would be a general and unanswerable criminal liability for 'misconduct in public office', both jointly and severally by elected Members, which I would report to the Home Secretary and Serious Fraud Office, amongst others.
- All I seek is proper payment of my rightful pension entitlement as prescribed by law, rather than accepting a convenient layman's interpretation in aid of cost cutting by means of which those injured in service have been retired without any compensation.
- If corrected then one may be inclined to take the view that this is more a matter of error born of over-zealousness than of deliberate fraud.

Kindly let me know when and where the Full membership of the CFA committee will meet to consider my Application whilst remembering that the Statutory time framework within which they are required to make a Statutory Determination has already commenced on 16th June 2016.



Yours Sincerely,

F. M. G. [REDACTED] MIFireE.
Assistant Divisional Fire Officer(Rtd)



Lancashire Fire
and Rescue Service



Please ask for: Bob Warren
Telephone: 01772 866804
Email: bobwarren@lancsfireandrescue.org.uk
Your Ref:
Our Ref: BW/JLW
Date: 6 July 2016

Mr G 

IDRP – STAGE II APPLICATION

I have been asked by the Combined Fire Authority to respond to your latest letter to Members of the Authority and would refer you to the letter sent to you on 20 June 2016, which outlines the Authority's position.

Yours sincerely

Bob Warren
Director of People and Development

Headquarters

Lancashire Fire & Rescue Service
Garstang Road, Fulwood
Preston
PR2 3LH

