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15 March 2013

Judith Hoyland
Department for Work and Pensions
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Dear Judith

DRAFT PENSIONS BILL

I am writing on behalf of the Association of Consulting Actuaries (ACA) in response to the publication of the draft Pensions Bill on 18 January 2013 and the call for comments, the deadline for which is 22 March.

I set out some findings and suggestions in the appendices to this letter and trust that they will be of assistance when considering what amendments to make to the draft Bill before it starts its journey through Parliament.

The ACA has developed this response with the Association of Pensions Lawyers (APL), but the thoughts expressed within it are those of the ACA alone. We look forward to discussing the contents of this with you on 19 March.

Yours sincerely

David Everett

David Everett
Chairman
ACA Pension Schemes Committee

Sent by e-mail to JUDITH.HOYLAND1@DWP.GSI.GOV.UK

copy: The Association of Pension Lawyers

APPENDIX 1

Observations on the draft Pensions Bill

Design of the new single tier state pension

We are generally supportive of the approach being taken and accept that there must be winners and losers in order to get to the new settlement. However, we wish that there had been greater transparency as to the extent to which some will gain and some will lose; not only in terms of State benefits that have accrued, but also in terms of the balance for individuals between future accrual and future National Insurance Contributions (NICs). The White Paper and more recent documents have not addressed the issue sufficiently and yet we feel the issue of winners and losers must have been analysed by the Department for Work and Pensions. We feel that much more detailed specimen calculations should have been made available, instead of providing 'stylised' calculations that hid some important detail.

1. The self-employed

The self-employed appear to be significant winners; especially those who reach State Pension Age shortly after the commencement date (April 2017 at the earliest) as they will in effect be given credit for the additional pension whilst previously having been prevented from contributing towards it.

We understand why public policy might favour the self-employed as a group, but it seems to us that their NICs will need to be significantly increased from the commencement date otherwise there will be great unfairness relative to those in employment. In this respect the White Paper should have contained a clear statement on this important aspect of design whilst leaving the overall level of NICs to HM Treasury.

2. Protection for accrued State benefits

The "foundation amount" concept gives the impression that there is some sort of protection for accrued State benefits as part of the transition, but this is only the case for those who have already "accrued" more state pension than the full single tier pension. So, whilst an individual right at the end of a contracted in career having enjoyed good earnings will be protected through the transitional rate being set to the foundation amount, a mid-career individual in the same circumstances may find that being contracted in was a bad decision. Their additional NICs have only built their entitlement to the full amount of the new state pension more quickly.

This leads on to a wider point that those who have contracted out may do better than those who remained contracted in. It is not obvious to us why public policy should lead to such a result.

3. Communications

We understand that the single tier pension will only need to be calculated as individuals approach State Pension Age. We also understand there is no intention of informing individuals about their foundation amount and how their transitional rate will be determined going forwards at the commencement of the single tier pension. We believe that this is a missed opportunity, although we note that such a communication would then bring home to some individuals that they would be paying NICs for a number of years into the future for little reward by way of increasing state pension.

We think that at the very least everyone should be given the right to ask for a statement as at the commencement date.

4. The foundation amount formula (Part 2 of Schedule 1)

We believe that the foundation amount is in essence the greater of:

- accrued old state benefits on the commencement date (we understand with an implicit deduction for contracting out (Step 1)); and
- what would have accrued under the new state pension by the commencement date had the new state pension been in place all along, less an explicit allowance for any contracting out (Step 2).

We understand the logic for such an approach but are unsure of some of the detail. In particular:

- In Step 1 the draft Bill refers to the “Category A retirement pension” to which the person would have been entitled if they had reached State Pension Age on the commencement date. We interpret this as meaning the Category A Basic State Pension (BSP) plus the Category A Additional State Pension (SERPS / S2P) **net** of the normal deductions for contracting out.

  However, it is not clear whether these normal deductions do in fact apply. This is further muddied by the reference in paragraph 14 of the Single tier transition technical note to this part of the calculation “providing a fair recognition of past NI contributions”.

  We think that if you are seeking to establish at this point a true accrued Category A retirement pension the normal deductions for contracting out should apply and that in particular, for post 6 April 2002 service, full credit should be given for the extent to which any accrued S2P exceeds the SERPS that would have otherwise accrued. Our understanding of the calculation of SERPS/S2P, when there have been periods of contracted out service, is set out in Appendix 2 to this letter.

  (There is an argument that it is inappropriate to give credit to lower earners for the “deemed earnings” effect of S2P in the context of the introduction of the single tier state pension which should improve their overall state pension. If this is your thinking then the calculations in Step 1 would need to be adjusted.)

- In Step 2we cannot reconcile the legislative references that underlie the “amount to reflect contracting out under the old system”, set out in paragraph 5 of Schedule 1,with our understanding of how the normal deductions for contracting out work. We ask that you carefully revisit the drafting here so that it will deliver the deductible part of the calculations we have set out in Appendix 2 to this letter.

  (If you do not intend to give credit to lower earners for the deemed earnings effect of S2P in Step 1 then it appears that the legislative references in Step 2 achieve an appropriate result, although they range beyond delivering an amount to reflect contracting out.)

Ending of contracting out

A number of provisions relating to the ending of contracting out are set out in Schedule 13 and 14 of the draft Pensions Bill.

This is an area where great care is needed and opportunities for simplification need to be taken so as to encourage schemes open to accrual to remain so as salary-related contracting out comes to an end.

We set out below our thoughts in a number of areas.

1. The check before scheme rules are amended

Paragraph 24 of Schedule 13re-expresses the protective provisions in relation to any changes to scheme rules impacting a contracted out scheme so that they will continue to apply after contracting out has ceased. What is not clear is what regulations will be made under this re-expressed power.

The regulations made under the current provisions have recently been amended via the Occupational and Stakeholder Pension Schemes (Miscellaneous Amendments) Regulations 2013 with the amendments coming into force on 6 April 2013. Our understanding of these is that changes to accrued “section 9(2B) rights” will now not usually be allowed unless:

- the post 1997 contracted out benefits provided to members and survivors’ considered separately are at least as good as those provided by a reference scheme; or
- Section 67 of the Pensions Act 1995 does not apply; or
- the alterations are neither “detrimental” nor “protected” modifications, or if they are “detrimental” the Section 67 actuarial equivalence test is met, and in either case the actual or contingent survivors’ post-1997 contracted-out pension must be “at least as generous” as before the change.

We believe that this new accrued rights protection in the Miscellaneous Amendments Regulations is unnecessary and runs counter to the DWP’s deregulatory agenda. The existing Section 67 protections plus trust law should be good enough. These additional rules will deter employers who wish to simplify accrued benefits to aid member understanding. We ask that you look to the wider picture and reconsider, in time for the ending of contracting out.

We also ask you to look at the current actuarial confirmation, given under Regulation 42 of the Occupational Pension Schemes (Contracting-out) Regulations 1996 (SI 1996/1172), that the scheme will continue to satisfy the reference scheme test in respect of future accruals. We believe that after the commencement date there is no need for any such check (but that separately, under the auto-enrolment legislation a scheme will need to carry out a check to ensure the continuing validity of the test scheme certificate).

2. Anti-franking

Paragraph 38 of Schedule 13 modifies the anti-franking rules slightly; in particular making it clear that the “cessation date” is triggered through the ending of contracting out. We are concerned that what seems to be an innocent adjustment to the legislation will result in huge complexity for schemes.

This is because this change means that all those who are active members when contracting out ceases must, when their GMP comes into payment, have their scheme pension tested against the four components of the “relevant aggregate” (i.e. including the less commonly used “appropriate addition” and “later earnings addition”) plus any revaluation on the excess from the date pensionable service ceased to Normal Pension Age, plus any statutory increases in payment on the post 1997 pension.

It is relatively rare for a scheme to cease to contract out but continue accrual and so the issue of ensuring that active members comply with the full rigours of the anti-franking legislation is not often encountered. We illustrate these rigours in a conceptual way in Appendix 3 to this letter.

Had the scheme not been forced to contract back in, anti-franking (involving two components of the “relevant aggregate” and revaluation on the excess from the date pensionable service ceased to Normal Pension Age) would usually only apply to the early leaver. This is understood and incorporated within scheme rules and administrative practices. Those taking early or late retirement pensions are given benefits at least equal in value to what the law requires for early leavers.

The effect of the proposed legislation will be to extend the reach of anti-franking and in the most complex manner so that it covers all those with a GMP who remain in service at the commencement date, regardless of how they subsequently take their benefits. The calculations required and the issues that arise are not well understood and indeed are often differently interpreted. We are concerned that this complexity could be a contributory factor to schemes being closed to future accrual with potentially worse benefits being offered in a separate scheme.

We would be pleased to work with you further on this subject to seek to identify an appropriate way forwards. Our suggestion at the current time is that you modify the definition of “cessation date” so that anti-franking is not triggered purely by the Government choosing to end contracting out. It seems to us that the option to explore is setting the cessation date to be the date when pensionable service ceases. If you do this then we believe that little or none of the complexities that we have described will arise and the two component administrative practices for deferred pensioners can continue largely undisturbed. This is because the “later earnings addition” will become zero with its amount taken into the “relevant sum” and the “appropriate addition” will largely disappear as it too is taken into the “relevant sum”.

In the meantime we suggest that you take sufficient powers in the Pensions Bill so that some of the aspects of anti-franking can be adjusted.

3. The Protection Rule

It seemed to us from the draft Bill that the protection rule (under Regulation 45 of the Occupational Pension Schemes (Contracting-out) Regulations 1996 (SI 1996/1172)) for schemes ceasing to be contracted out was to be repealed. This is because the power under which it is made (section 50 of the Pension Schemes Act 1993) is removed by paragraph 33 of Schedule 13.

We support the repeal of the protection rule as we think that it should be sufficient to rely on the protective provisions of the anti-franking legislation, Section 67 of the Pensions Act 1995 and trust law. They have certainly been a good and sufficient mechanism for schemes that have chosen to cease to contract out.

However, we now understand that you wish to retain the protection rule. If so then we believe that in addition to revisiting the drafting in the Pensions Bill some detailed work needs to be undertaken on the rule so that how it is made to apply and its effects are fully understood. The rule may also need to be re-expressed so that it is overriding; otherwise it seems that each currently contracted out scheme will have to go through an exercise to insert it as part of its preparations for ceasing to contract out.

We set out some further thoughts on the protection rule in Appendix 4 to this letter.

4. GMP revaluation

It is common administrative practice for GMPs to be revalued in line with section 148 orders whilst a member is in pensionable service and then to be revalued on a fixed rate basis thereafter. However, section 16 of the Pension Schemes Act 1993does not precisely map to this practice and the ending of contracting out will expose this.

This is because section 16 provides for section 148 orders to be used as the default throughout, but for a switch to fixed rate to be possible in relation to the period after service in contracted out employment ends.

Paragraph 16 of Schedule 13 makes a minor change to section 16 but does not address the fact that the ending of contracting out will result in schemes having to switch to fixed rate revaluation **before** pensionable service terminates. We ask that schemes be allowed to continue to use section 148 orders after contracting out ceases and to be able to switch to fixed rate when pensionable service ends.

The ending of contracting out will prevent trustees from choosing between section 148 and fixed rate revaluation for those who cease active status in future. This is because the legislation is silent as to whether once contracted-out employment ends the trustees can, in the absence of permissive scheme rules, switch the method of GMP revaluation. The absence of an explicit switching mechanism could prove to be costly if fixed rate revaluation is being used. We ask that after contracting out ceases trustees retain the flexibility to be able to choose between section 148 and fixed rate revaluation for those who have yet to leave pensionable service.

5. Test scheme standard

Paragraphs 73-75 of Schedule 13 modify the quality requirement for a defined benefit scheme to be suitable for auto-enrolment – the test proceeds on the basis of the "test scheme" rather than the "reference scheme".

This is entirely logical but as a direct result it seems that all schemes that formerly automatically qualified (without certification) by virtue of being contracted out salary-related schemes will need to be explicitly tested (either by the employer or the scheme actuary) in the run up to the commencement of this provision to see if they pass the test scheme standard if they are to continue to be used for auto-enrolment (and to be certified if they do). This does seem an unnecessary burden if the scheme's benefits have not changed. We ask that this test and certification should not have to be carried out solely as a result of schemes ceasing to contract out. It may also be possible to legislate for this test and certification not to have to be carried out as a result of a scheme using the Schedule 14 power, although this will require closer examination. We turn to this power immediately below.

6. Power to amend schemes to reflect the abolition of contracting out

We have written to Jayne Baldock on 1 February 2013 regarding this issue following meetings held with the Department for Work and Pensions on 13 December and 25 January. The issues raised in our letter focus on the detailed design which will need to be reflected in the regulations.

We also made a number of points in relation to the wording within section 24(2) and Schedule 14 of the draft Pensions Bill. They are as follows:

- It is not clear to us how the drafting will prevent significant targeting or cross-subsidy between groups of employees;
- It also seems theoretically possible for there to be flagrant targeting (i.e. a benefit improvement for some members and a substantial reduction for other members);
- It seems to us that a "reduction in the scheme's liabilities in respect of the benefits that accrue annually for or in respect of the relevant members" could be achieved through an increase in the scheme's normal retirement age, with protections for past service. We are not sure whether you intend there to be such flexibility in the proposed override.

Since writing to you, on a further reading of draft Pensions Bill we have the following questions:

- It is not clear to us whether you are giving yourself power to provide within regulations that the comparison is subject to a margin for practicality when it comes to adjusting the accrual rate (perhaps the power is within paragraph 2(4), but it is not clear to us that this is so);
- The legislation does not appear to allow for the consequences of a process being found to be flawed. There seems to be no power to set the amendment aside and paragraph 9 of Schedule 14 suggests to us that it may not be possible to follow up a flawed process with a compliant one.

State Pension Age (Clauses 25-26)

We have no comments on these provisions.

Power to prohibit offer of incentives to transfer pension rights (Clauses 29-30)

The very wide definition of incentive ("a financial or other advantage") is such that it would seem to go well beyond cash incentives (which appears to be what is targeted, judging by the reference to 'non-pension' inducements in the impact assessment) and include, for example, enhanced transfer values. We ask that you revisit this definition unless you are of the view that the power in Clause 29(4)(b) to create exceptions to prohibition is sufficiently widely drawn that should you need to make regulations under these provisions, they can be appropriately targeted.

Continuation of NIC rebates

It may be necessary to take powers in the Pensions Bill to provide for the continuation of the 2012/17 NIC rebates should the commencement date have to slip back from 6 April 2017. We think that this would be an appropriate solution rather than have to go through the process of reviewing and setting rebates for a one or two year period.

Determining SERPS / S2P when there have been periods of contracted out service

If an individual has any contracted out service our understanding of the current legislation is that their SERPS/ S2P is adjusted downwards to produce a net Category A Additional State Pension as follows:

- For contracted-out service between 6 April 1978 and 5 April 1997, SERPS will be calculated as if the individual had not contracted out and there will then be taken away from it the Contracted out Deduction (COD). The COD is an amount equal to the GMP accrued during contracted out service in this period (with separate periods combined) revalued in line with national average earnings. The net SERPS is set to zero if it is negative over the period as a whole.
- For the period from 6 April 1997 to 5 April 2002 SERPS will be calculated as if the individual had not contracted out and the SERPS is then deducted in respect of any contracted out tax years.
- For the period from 6 April 2002 to 5 April 2012, S2P will be calculated as if the individual has not contracted out and then a SERPS deduction is made in respect of any contracted out tax years.[1] The net S2P is set to zero if it is negative over the period as a whole.[2]
- For the period from 6 April 2012 (when flat rate accrual was introduced), S2P will be calculated as if the individual has not contracted out and the SERPS is then deducted in respect of any contracted out tax years. The net S2P is set to zero if it is negative over the period as whole.[3]

[1]We understand that the calculation differs where there has been contracting out via an appropriate personal pension scheme.
[2]From 6 April 2002 to 5 April 2010we believe that it is not possible for the net S2P to be negative.
[3]From 6 April 2012 the point at which a negative S2P arises is complex.

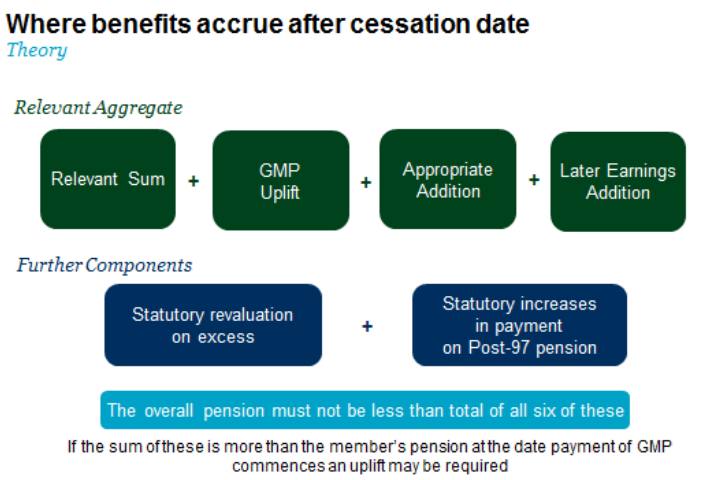
APPENDIX 3

Anti-franking

The diagrams below show how a scheme's benefit structure can become unduly complicated as a result of a scheme ceasing to contract out whilst remaining open to accrual. We deal first with a member who retires from active membership and then go on to consider a member who becomes a deferred pensioner.

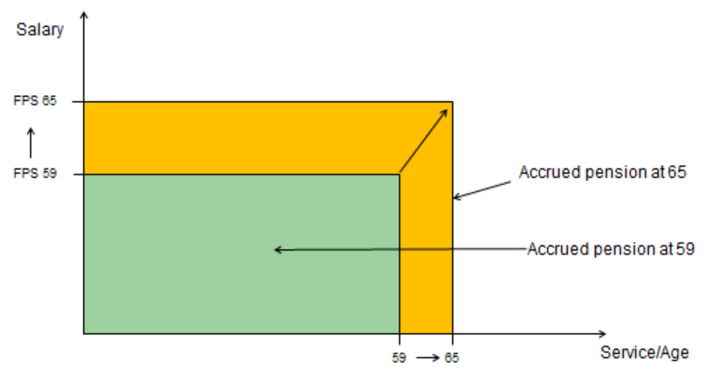
Retirement from active membership

When an individual retires from a contracted out scheme it is not normally necessary to apply an anti-franking test. One simply needs to ensure that the pension does not fall below the GMP. This all changes when the scheme ceases to contract out as a "cessation date" has then occurred. After the cessation date, when the GMP comes into payment the member's pension must not be less than the sum of six items as illustrated below.



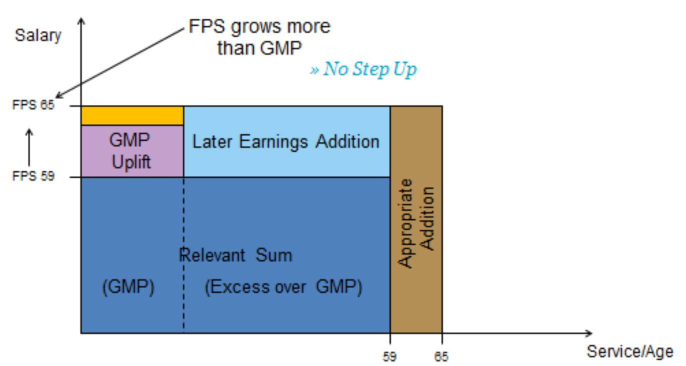
We can represent the amount of the accrued pension of an active member as the area of a rectangle since the pension is a function of salary multiplied by service. As the individual continues in service and assuming his salary grows the rectangle also grows (by virtue of increased service and increased salary). In the example below the scheme ceases to contract out when the (male) member is aged 59 and he retires when he reaches age 65. The accrued retirement pension is represented by the larger rectangle.

Retirement from service
Member retires at 65 but scheme ceased to contract out when member was 59



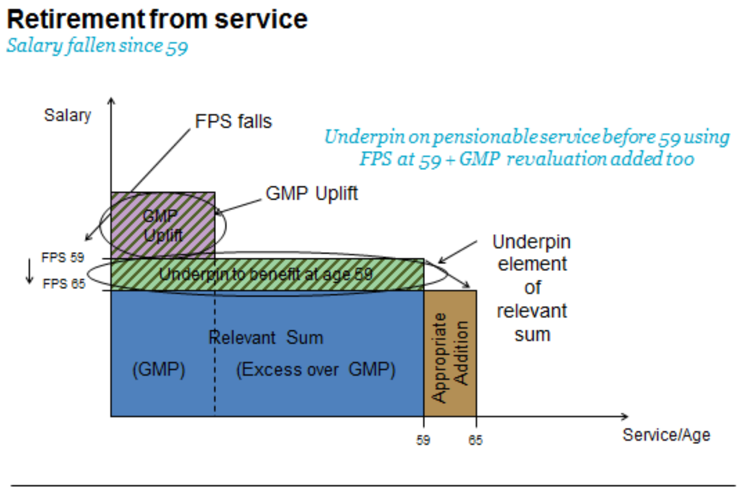
The challenge presented by anti-franking is that although the scheme's benefit structure is set up to pay the accrued pension at 65 (subject to a minimum of the GMP at this point), the anti-franking legislation will require that the test outlined above is carried out using age 59 as the starting point with the "relevant sum" being the accrued pension at this age. This test is represented below in a case where the individual has enjoyed strong salary growth since age 59.

Retirement from service
Significant salary growth since 59

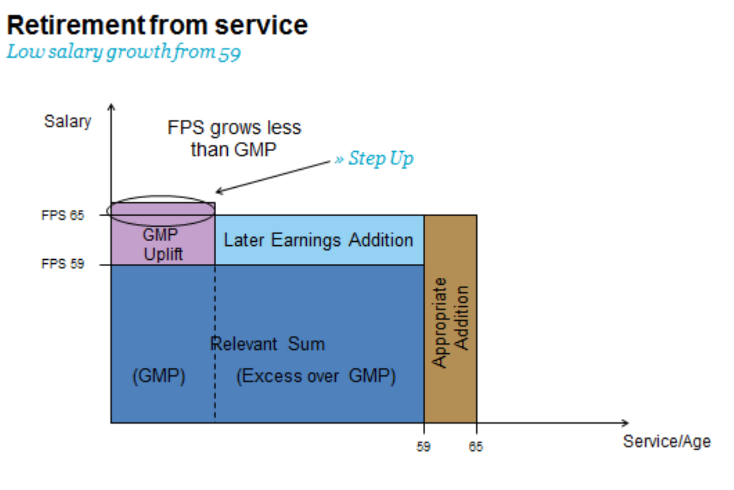


In this case no uplift is required as a result of the anti-franking test.

But the situation will be very different if salary has fallen, as illustrated overleaf.



Even if salary does not fall, if its growth is less than the revaluation on the GMP the anti-franking test will require a step up on this account, as illustrated below.

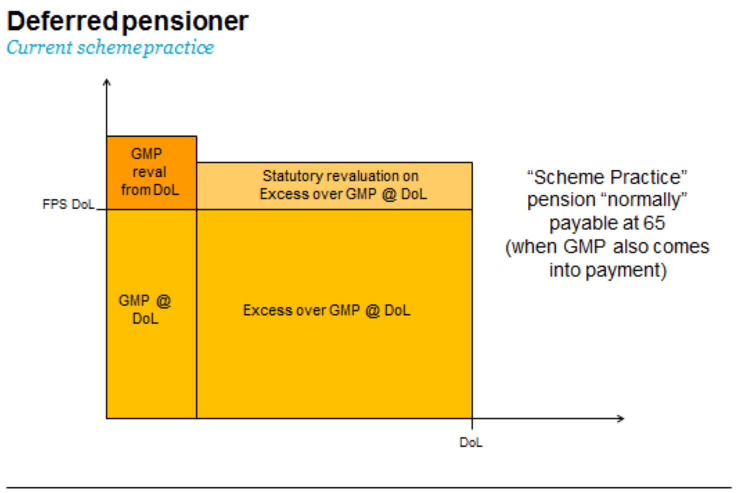


Although in many cases the result of carrying out the test will be that there is little or no uplift that is to miss the point. Schemes will be required to carry out a test where they previously did not. The simple way round this is to reset the cessation date so that it is defined to be when pensionable service ceases.

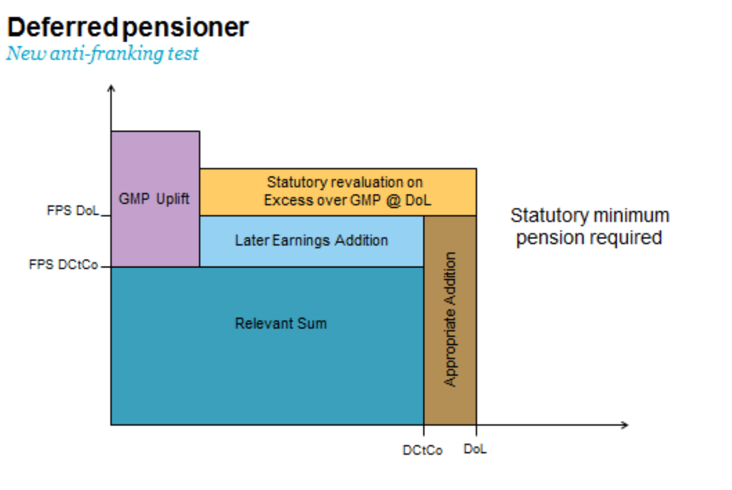
Deferred pensioner

There are further complexities for those who become deferred pensioners after contracting out ceases as the better understood anti-franking requirements for deferred pensioners are tested not by reference to when pensionable service ceased (which is how they are currently implemented in scheme rules and practice), but when contracting out ended.

The diagram below illustrates current scheme practice to deliver anti-franking for a deferred pensioner.



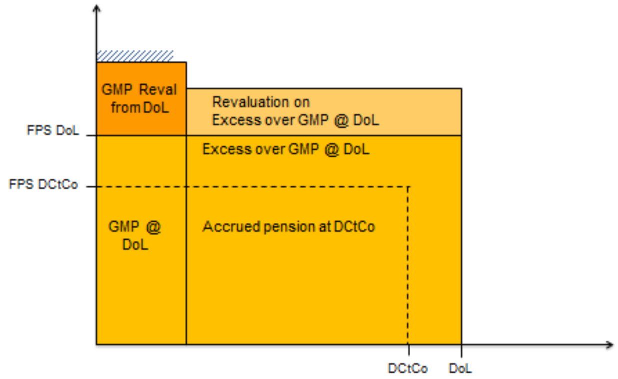
But as a result of the scheme ceasing to contract out this would need to be overlaid by a much fuller anti-franking test as illustrated below.



The result of such an overlay is illustrated overleaf.

Deferred pensioner

Current scheme practice with anti-franking overlaid



In this situation it is not clear which delivers the higher benefit.

Again, the simple way round this is to reset the cessation date so that it is when pensionable service ceases.

APPENDIX 4

The Protection Rule

If a contracted-out salary-related scheme ceases to contract-out and the trustees choose to preserve the contracted out rights within the scheme (as opposed to transferring or buying them out), Regulation 45 of the Occupational Pension Schemes (Contracting-out) Regulations 1996 (SI 1996/1172) requires that the Secretary of State should not approve the arrangements made by the scheme unless it does, inter alia, contain a “protection rule”.

This is a little understood aspect of the ending of contracting out which will further complicate scheme benefits when combined with the anti-franking requirements.

Our understanding is that the protection rule is a rule which provides that the total amount of the benefits under the scheme for each member at Normal Pension Age (NPA) and the member's widow, widower or surviving civil partner at the day following the date of death of the member, will not be less than the sum of:

1. Section 9(2B) rights and GMPs;
2. Any other benefits due in respect of rights accrued in relation to service in employment which was contracted-out before 6 April 1997; and
3. Any benefits due in respect of rights accrued in relation to service in employment which was not contracted-out.

Our understanding is that all benefits under 1. and 2. above and any benefits under 3. above that relate to service on or before the date on which the scheme ceased to be contracted-out, must be calculated in accordance with the preservation rules as if the member had ceased to be in pensionable service under the scheme on the date that the scheme ceased to contract out.

We are not sure whether the revaluation requirements also apply (there is uncertainty on this point as no reference is made to the provisions of Chapter II of part IV of the Pension Schemes Act 1993), but if they do and as 3. above provides that service rendered after the scheme ceases to contract out should not be used as a franking-style source in relation to this rule, the protection rule may be quite valuable in some situations. For example, where the intention is to maintain a salary link on accrued benefits, but salaries do not keep pace with Revaluation Orders after the date the scheme ceased to contract out, the protection rule may be more valuable to the member than the anti-franking requirements.

Measures that may need to be taken outside the Pensions Bill to assist schemes

Implications for private sector schemes of the new state pension

It seems to us that pension schemes will need to check that any reference to a state retirement pension in the rules (either explicitly or by implication) remains appropriate. They tend to be found under one or more of the following:

- A deductible in defining pensionable earnings for contribution purposes;
- A deductible in defining final pensionable earnings for benefit purposes;
- Bridging pensions.

The reference might:

- Jump to the new state pension;
- Not be affected at all (because a substitute for the State benefit is being used such as the Lower Earnings Limit);
- Remain locked to the old state pension benefit (if the definition in the Scheme Rules unambiguously points this way by virtue of a legislative reference); or
- Become indeterminate (because a term is used which loses its unique understanding once the new “state pension” is commenced) – in this case, we understand that in logic, the indeterminate amount is given a zero value, although this is something that is likely to be highly contested and unlikely to survive a Court challenge.

As you will appreciate there could be unexpected results for past and future service and for future contributions. Moreover in some schemes there could be increases in some or all of these, whilst in others there could be decreases.

This is an area where discussion with stakeholders is urgently needed in order to ensure that the Pensions Bill contains sufficient enabling legislation to address the problems that will inevitably arise.

One approach might be to use that which HM Revenue & Customs followed in the Finance Act 2004 when Inland Revenue limits were abolished. Old statutory concepts such as the earnings cap were deemed to remain in place for a transitional period to allow schemes time to decide how to replace them. But having established a “safe harbour” the next difficulty would be determining what assistance to give schemes to move to the new world. As part of this there may be a need for a modification power to assist those schemes with restrictive amendment powers.

To illustrate the issues that might arise, take a contracted out salary-related scheme that has been set up on the principle that after 40 years’ service 2/3rds of the member’s salary is delivered as a pension from the State and the scheme when considered together. It therefore would have a 1.5 x Basic State Pension offset. If the scheme sponsors do nothing then depending on the way the deductible is expressed in the scheme rules any of the four possibilities listed above might occur. If it jumps to the new state pension there could be a significant reduction in the individual’s benefit expectations from the scheme. If there is no change then Section 67 of the Pensions Act 1995 will block any attempt to restore integration unless the Government brings in a new exemption from Section 67.

Reference scheme test underpins

Some schemes have in their rules that Reference Scheme Test benefits act as an underpin. The logic for this, in relation to future accrual, falls away after the commencement date, but there may be difficulties in effecting the necessary rule change. A modification power may be needed.

Rule changes to contracted out schemes

If the rules of a contracted out scheme are to change an actuarial confirmation, given under Regulation 42 of the Occupational Pension Schemes (Contracting-out) Regulations 1996 (SI 1996/1172), is required that the scheme will continue to satisfy the reference scheme test in respect of future accruals. Schedule 3 to these regulations sets out the test which is by reference to benefits that the actuary expects will accrue over three years.

This three year period will cease to make sense as the commencement date nears and so we ask that the regulations are changed to address this point.

A further issue is what happens if the rule change is designed to enable benefit accrual to cease in less than three years' time. For example, suppose a scheme is closing to future accrual at the end of year two, due to a decision having been made in advance to close. It is not clear whether the comparison at the end of year three should allow for three years' accrual of reference scheme benefits. It may seem more logical to compare two years' worth of reference scheme benefits, assuming leaving service at the end of the third year, with two year's accrual of scheme benefits with whatever treatment is applied by the scheme after accrual ceases at this point (and assuming that the contracting-out certificate is surrendered at the point accrual ceases as required). Although the Schedule could be read to mean that this approach is not permitted and that three years' worth of reference scheme benefits should be compared with two years' accrual of scheme benefits etc, this seems to be at odds with policy.

We ask that you make amendments to the Schedule so that where a rule change is proposed the effect of which is that benefits will cease to accrue in less than three years' time the benefits that will accrue over this lesser period are tested against the reference scheme test benefits that will accrue over the same period.

About the Association of Consulting Actuaries (ACA)

Members of the ACA provide advice to thousands of pension schemes, including most of the country's largest schemes. Members of the Association are all qualified actuaries and all actuarial advice given is subject to the Actuaries' Code. Advice given to clients is independent and impartial. ACA members include the scheme actuaries to schemes covering the majority of members of private sector defined benefit pension schemes.

The ACA is the representative body for UK consulting actuaries, whilst the Institute and Faculty of Actuaries is the professional body.

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