



OFFERYNNAU STATUDOL CYMRU

2023 Rhif 961 (Cy. 156)

**PENSIYNAU GWASANAETHAU CYHOEDDUS,
CYMRU**

**Rheoliadau Pensiynau Diffoddwyr Tân (Gwasanaeth Rhwymediol)
(Cymru) 2023**

<i>Gwnaed</i>	<i>4 Medi 2023</i>
<i>Gosodwyd gerbron Senedd Cymru</i>	<i>6 Medi 2023</i>
<i>Yn dod i rym</i>	<i>1 Hydref 2023</i>

WELSH STATUTORY INSTRUMENTS

2023 No. 961 (W. 156)

**PUBLIC SERVICE PENSIONS,
WALES**

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

<i>Made</i>	<i>4 September 2023</i>
<i>Laid before Senedd Cymru</i>	<i>6 September 2023</i>
<i>Coming into force</i>	<i>1 October 2023</i>



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NODYN ESBONIADOL

(Nid yw'r nodyn hwn yn rhan o'r Rheoliadau)

Mae Deddf Pensiynau'r Gwasanaethau Cyhoeddus 2013 ("DPGC 2013") yn gwneud darpariaeth ac yn rhoi pwerau i wneud darpariaeth bellach (ar ffurf "rheoliadau cynllun" fel y diffinnir "scheme regulations" yn adran 1 o DPGC 2013) ynghylch sefydlu cynlluniau pensiwn y gwasanaethau cyhoeddus. Rheoliadau Cynllun Pensiwn y Diffoddwyr Tân (Cymru) 2015 ("cynllun 2015") yw'r rheoliadau cynllun sy'n sefydlu cynllun pensiwn olynol y diffoddwyr tân ("y cynllun diwygiedig") i'r cynlluniau a sefydlwyd gan Orchymyn Cynllun Pensiwn y Dynion Tân 1992 a Gorchymyn Cynllun Pensiwn y Diffoddwyr Tân (Cymru) 2007 ("y cynlluniau gwaddol"). Roedd cynllun 2015 yn darparu ar gyfer diogelwch trosiannol i garfanau penodol o aelodau o gynlluniau gwaddol, y cafwyd eu bod yn gwahaniaethu'n anghyfreithlon rhwng aelodau ar sail oedran.

Mae Deddf Pensiynau'r Gwasanaethau Cyhoeddus a Swyddi Barnwrol 2022 ("DPGCSB 2022"), ym Mhennod 1, yn gwneud darpariaeth, ac yn rhoi pwerau i reoliadau cynllun o dan DPGC 2013 wneud darpariaeth bellach, mewn perthynas â gwasanaeth penodedig ("gwasanaeth rhwymediol" fel y diffinnir "remediable service" yn adran 1 o DPGCSB 2022) o aelodau a oedd yn cael budd diogelwch trosiannol, ac aelodau nad oeddent yn cael budd diogelwch trosiannol dim ond oherwydd eu hoedran. Mae adran 27 o DPGCSB 2022 yn ei gwneud yn ofynnol i bwerau penodol i wneud rheoliadau cynllun gael eu harfer yn unol â chyfarwyddydau'r Trysorlys.

EXPLANATORY NOTE

(This note is not part of the Regulations)

The Public Service Pensions Act 2013 ("PSPA 2013") makes provision and confers powers to make further provision (in the form of "scheme regulations" as defined in section 1 of PSPA 2013) about the establishment of public service pension schemes. The Firefighters' Pension Scheme (Wales) Regulations 2015 ("the 2015 scheme") are the scheme regulations establishing the successor firefighters' pension scheme ("the reformed scheme") to the schemes established by the Firemen's Pension Scheme Order 1992 and the Firefighters' Pension Scheme (Wales) Order 2007 ("the legacy schemes"). The 2015 scheme provided for transitional protection for certain cohorts of members of legacy schemes, which were found to unlawfully discriminate between members on the basis of age.

The Public Service Pensions and Judicial Offices Act 2022 ("the PSPJOA 2022"), at Chapter 1, makes provision, and confers powers for scheme regulations under PSPA 2013 to make further provision, in relation to specified service ("remediable service" as defined in section 1 of the PSPJOA 2022) of members who had the benefit from transitional protection, and of members who did not benefit from transitional protection only by reason of their age. Section 27 of the PSPJOA 2022 requires certain powers to make scheme regulations to be exercised in accordance with Treasury directions.

Mae'r Rheoliadau hyn yn rheoliadau cynllun o dan DPGC 2013 ac yn unol â DPGCSB 2022 mewn perthynas â gwasanaeth rhwymediol aelod mewn cynllun pensiwn diffoddwyr tân. Fe'u gwneir, i'r graddau y bo'n ofynnol gan adran 27 o DPGCSB 2022, yn unol â chyfarwyddydau'r Trysorlys o dan yr adran honno (ar ffurf Cyfarwyddydau Pensiynau'r Gwasanaethau Cyhoeddus (Arfer Pwerau, Digolledu a Gwybodaeth) 2022). Mae effaith ôl-weithredol i'r Rheoliadau hyn, am y rhain gweler adran 3(3)(b) o DPGC 2013.

Mae Rhan 2 o'r Rheoliadau hyn yn gwneud darpariaeth ynghylch pryd ac i bwy y mae datganiad o wasanaeth rhwymediol i'w ddarparu gan y rheolwr cynllun, yn ogystal â chynnwys y datganiad o wasanaeth rhwymediol.

Mae Rhan 3 yn gwneud darpariaeth ynghylch y prif benderfyniadau y caniateir eu gwneud mewn perthynas â gwasanaeth rhwymediol aelod—

- (a) mae Pennod 1 yn gwneud darpariaeth ynghylch pryd a sut y caniateir gwneud dewisiad i adfer gwasanaeth yr optiodd aelod allan o gynllun pensiwn diffoddwyr tân mewn cysylltiad ag ef a'i drin fel gwasanaeth rhwymediol;
- (b) mae Pennod 2 yn gwneud darpariaeth ynghylch pryd a sut y caniateir gwneud penderfyniad, neu farnu bod penderfyniad wedi ei wneud, ynghylch a yw gwasanaeth rhwymediol aelod-bensiynwr neu aelod ymadawedig ("aelod dewis ar unwaith") i'w drin fel gwasanaeth yng nghynllun gwaddol yr aelod neu yng nghynllun 2015;
- (c) mae Pennod 3 yn gwneud darpariaeth debyg i Bennod 2, ond mewn perthynas â gwasanaeth rhwymediol aelod actif neu aelod gohiriedig.

Mae Rhan 4 yn gwneud darpariaeth ynghylch achosion pan fo'r hawliau pensiwn a sicrhawyd yn rhinwedd gwasanaeth rhwymediol aelod o dan ystyriaeth mewn achos sy'n ymwneud â'r aelod yn gwahanu oddi wrth briod neu bartner sifil—

- (a) mae Pennod 1 yn gwneud darpariaeth ynghylch rhannu gwerth yr hawliau hynny o dan orchymyn rhannu pensiwn pan fônt yn ddarostyngedig i ddebyd pensiwn o dan adran 29 o Ddeddf Diwygio Lles a Phensiynau 1999. Mae'n darparu, yn benodol, ar gyfer cyfrifo gwerth neu, pan fo hynny'n briodol, ailgyfrifo gwerth debyd pensiwn a chredyd pensiwn mewn perthynas â'r hawliau;

These Regulations are scheme regulations under PSPA 2013 and in accordance with the PSPJOA 2022 in relation to a member's remediable service in a firefighters' pension scheme. They are, to the extent required by section 27 of the PSPJOA 2022, made in accordance with Treasury directions under that section (in the form of the Public Service Pensions (Exercise of Powers, Compensation and Information) Directions 2022). These Regulations have retrospective effect, for which see section 3(3)(b) of PSPA 2013.

Part 2 of these Regulations makes provision about when and to whom a remediable service statement is to be provided by the scheme manager, as well as the contents of the remediable service statement.

Part 3 makes provision about the principal decisions that may be made in relation to a member's remediable service—

- (a) Chapter 1 makes provision about when and how an election may be made for service in respect of which a member opted-out of a firefighters' pension scheme to be reinstated and treated as remediable service;
- (b) Chapter 2 makes provision about when and how a decision may be made, or be deemed to have been made, about whether the remediable service of a pensioner or deceased member (an "immediate choice member") is to be treated as service in the member's legacy scheme or in the 2015 scheme;
- (c) Chapter 3 makes provision similar to Chapter 2, but in relation to the remediable service of an active or deferred member.

Part 4 makes provision about cases in which the pension rights secured by virtue of a member's remediable service are at issue in proceedings relating to the member's separation from a spouse or civil partner—

- (a) Chapter 1 makes provision about sharing the value of such rights under a pension sharing order where they are subject to a pension debit under section 29 of the Welfare Reform and Pensions Act 1999. It provides, in particular, for the calculation or, where appropriate, the re-calculation of the value of a pension debit and a pension credit in relation to the rights;

- (b) mae Pennod 2 yn gwneud darpariaeth ynghylch cyfrifo gwerth hawliau at ddibenion rhannu'r hawliau hynny o dan drefniant heblaw gorchymyn rhannu pensiwn.

Mae Rhan 5 yn gwneud darpariaeth ynghylch cyfraniadau gwirfoddol ar ffurf cyfandaliad a dalwyd gan aelod yn ystod cyfnod ei wasanaeth rhwymediol, a chyfraniadau cyfnodol a dalwyd gan aelod o dan drefniant a ddechreuodd yn ystod cyfnod ei wasanaeth rhwymediol, er mwyn sicrhau hawliau pensiwn pellach, a threfniadau ôl-weithredol er mwyn sicrhau'r hawliau pellach hynny mewn cysylltiad â gwasanaeth rhwymediol aelod—

- (a) mae rheoliad 30 yn gwneud darpariaeth y mae digollediad i'w dalu odani mewn perthynas â chyfraniadau gwirfoddol a ddefnyddiwyd i sicrhau hawliau i bensiwn ychwanegol cynllun 2015 yn ystod cyfnod ei wasanaeth rhwymediol;
- (b) mae rheoliad 31 yn gwneud darpariaeth y mae digollediad i'w dalu odani mewn perthynas â chyfraniadau gwirfoddol a ddefnyddiwyd i sicrhau hawliau i flynyddoedd ychwanegol cynllun gwaddol yn ystod cyfnod ei wasanaeth rhwymediol pan fo'r buddion sydd i'w talu mewn perthynas â gwasanaeth rhwymediol aelod yn fuddion cynllun 2015;
- (c) mae rheoliad 32 yn gwneud darpariaeth y caiff aelod a chanddo wasanaeth rhwymediol yng nghynllun 2015 wneud dewisiad odani i ymrwymo i drefniant ôl-weithredol i sicrhau blynyddoedd ychwanegol yng nghynllun gwaddol yr aelod mewn cysylltiad â'r gwasanaeth rhwymediol hwnnw.

Mae Rhan 6 yn gwneud darpariaeth ynghylch trosglwyddo hawliau pensiwn i mewn i gynllun pensiwn diffoddwyr tân ac allan o gynllun o'r fath yn ystod cyfnod gwasanaeth rhwymediol aelod—

- (a) mae Pennod 1 yn gwneud darpariaeth ynghylch, ymhlith pethau eraill, ddarparu datganiad o wasanaeth rhwymediol i berson a chanddo hawliau a drosglwyddwyd allan mewn cysylltiad â gwasanaeth rhwymediol ac nad yw'n ofynnol fel arall i ddatganiad o wasanaeth rhwymediol gael ei ddarparu mewn cysylltiad ag ef;
- (b) mae Pennod 2 yn gwneud darpariaeth ynghylch trosglwyddiadau i mewn ac allan o gynllun pensiwn diffoddwyr tân ac allan o gynllun o'r fath ar sail cyfwerth ariannol, gan gynnwys darpariaeth ynghylch cyfrifo gwerth (a, phan fo hynny'n briodol, ailgyfrifo gwerth)

- (b) Chapter 2 makes provision about the calculation of the value of rights for the purposes of sharing those rights under an arrangement other than a pension sharing order.

Part 5 makes provision about lump sum voluntary contributions paid by a member during the period of their remediable service, and periodical contributions paid by a member under an arrangement which commenced during the period of their remediable service, to secure further pension rights, and retrospective arrangements to secure such further rights in respect of a member's remediable service—

- (a) regulation 30 makes provision under which compensation is to be paid in relation to voluntary contributions used to secure rights to 2015 scheme added pension during the period of their remediable service;
- (b) regulation 31 makes provision under which compensation is to be paid in relation to voluntary contributions used to secure rights to legacy scheme added years during the period of their remediable service where the benefits to be paid in relation to a member's remediable service are 2015 scheme benefits;
- (c) regulation 32 makes provision under which a member who has remediable service in the 2015 scheme may elect to enter into a retrospective arrangement to secure added years in the member's legacy scheme in respect of that remediable service.

Part 6 makes provision about transfers in and out of a firefighters' pension scheme of pension rights during the period of a member's remediable service—

- (a) Chapter 1 makes provision about, among other things, the provision of a remediable service statement to a person who has transferred out rights in respect of remediable service and in respect of whom a remediable service statement is not otherwise required to be provided;
- (b) Chapter 2 makes provision about transfers in and out of a firefighters' pension scheme on a cash equivalent basis, including provision about the calculation (and, where appropriate, the recalculation) of the value of a cash equivalent transfer value, and the making and

gwerth trosglwyddo cyfwerth ariannol, a gwneud a derbyn taliadau mewn perthynas â gwerth trosglwyddo hawliau a sicrhawyd yn rhinwedd gwasanaeth rhwymediol;

- (c) mae Pennod 3 yn gwneud darpariaeth debyg i Bennod 2, ond mewn perthynas â throsglwyddiadau i mewn i gynllun pensiwn diffoddwyr tân ac allan o gynllun o'r fath ar sail clwb;
- (d) mae Pennod 4 yn gwneud darpariaeth ar gyfer—
 - (i) trin trosglwyddiadau i mewn i gynllun 2015 mewn cysylltiad â hawliau a sicrhawyd yn rhinwedd gwasanaeth rhwymediol fel pe baent wedi eu trosglwyddo i mewn i gynllun gwaddol yr aelod pan fo'r buddion a ddaw'n daladwy mewn cysylltiad â gwasanaeth rhwymediol yr aelod yn fuddion cynllun gwaddol;
 - (ii) rhoi neu amrywio hawliau yng nghynllun gwaddol aelod i adlewyrchu newid yng ngwerth yr hawliau hynny yn rhinwedd DPGCSB 2022 a'r Rheoliadau hyn;
 - (iii) cywiriadau ariannol i unrhyw fuddion pensiwn a dalwyd mewn cysylltiad â hawliau a drosglwyddwyd i mewn aelod dewis ar unwaith.

Mae Rhan 7 yn gwneud darpariaeth ynghylch ymddeol ar sail afiechyd—

- (a) mae rheoliad 53 yn gwneud darpariaeth ynghylch yr achosion pan fernir bod aelod a oedd yn bodloni'r gofynion ar gyfer dyfarniad ymddeol ar sail afiechyd mewn un cynllun pensiwn diffoddwyr tân yn bodloni'r gofynion yn ei gynllun pensiwn diffoddwyr tân amgen;
- (b) mae rheoliad 54 yn gwneud darpariaeth y mae aelod sydd wedi cael dyfarniad ymddeol ar sail afiechyd o dan Orchymyn Cynllun Pensiwn y Dynion Tân 1992 i'w asesu odani o ran ei gymhwystra i gael dyfarniad haen uchaf yng nghynllun 2015.

Mae Rhan 8 yn gwneud darpariaeth mewn perthynas ag achosion pan fo person eisoes wedi cael rhwymedi mewn perthynas â'i wasanaeth rhwymediol. Trinnir personau o'r fath at ddibenion DPGCSB 2022 a'r Rheoliadau hyn fel pe baent yn aelod dewis ar unwaith sydd wedi gwneud dewisiad i gael buddion cynllun gwaddol mewn perthynas â'i wasanaeth rhwymediol.

accepting of payments in relation to the transfer value of rights secured by virtue of remediable service;

- (c) Chapter 3 makes provision similar to Chapter 2, but in relation to transfers in and out of a firefighters' pension scheme on a club basis;
- (d) Chapter 4 makes provision for—
 - (i) transfers into the 2015 scheme in respect of rights secured by virtue of remediable service to be treated as being transferred into the member's legacy scheme where the benefits which become payable in respect of the member's remediable service are legacy scheme benefits;
 - (ii) the conferring or variation of rights in a member's legacy scheme to reflect a change in the value of those rights by virtue of the PSPJOA 2022 and these Regulations;
 - (iii) financial corrections of any pension benefits paid in respect of the transferred-in rights of an immediate choice member.

Part 7 makes provision about ill-health retirement—

- (a) regulation 53 makes provision about the cases in which a member who met the requirements for an ill-health retirement award in one firefighters' pension scheme is to be deemed as meeting the requirements in their alternative firefighters' pension scheme;
- (b) regulation 54 makes provision under which a member who has received an ill-health retirement award under the Firemen's Pension Scheme Order 1992 is to be assessed for eligibility for a higher tier award in the 2015 scheme.

Part 8 makes provision in relation to cases in which a person has already obtained a remedy in relation to their remediable service. Such persons are treated for the purposes of the PSPJOA 2022 and these Regulations as if they were an immediate choice member who has elected to receive legacy scheme benefits in relation to their remediable service.

Mae Rhan 9 yn gwneud darpariaeth ynghylch unrhyw symiau (“symiau perthnasol”) sy’n ddyledus i berson neu gan berson o ganlyniad i DPGCSB 2022 neu’r Rheoliadau hyn—

- (a) mae Pennod 2 yn gwneud darpariaeth ar gyfer cyfrifo’r llog ar symiau perthnasol, ar gyfer cynyddu buddion yn lle talu swm perthnasol, ar gyfer gwneud cais pan fo person yn dymuno hawlio digollediad, ac ar gyfer netio symiau perthnasol sy’n ddyledus i berson a chan berson;
- (b) mae Pennod 3 yn gwneud darpariaeth ynghylch lleihau a hepgor symiau perthnasol, ac yn benodol ofyniad i’r rheolwr cynllun leihau rhai symiau perthnasol yn ôl symiau rhyddhad treth, y gofyniad i’r rheolwr cynllun hepgor symiau sy’n ddyledus gan oroeswyr perthnasol a phersonau perthnasol sydd wedi gwahanu, disgrisiwn y rheolwr cynllun i leihau neu hepgor symiau perthnasol sy’n ddyledus gan berson i gynllun o dan amgylchiadau penodol, a’r opsiwn i ohirio talu symiau perthnasol penodol sy’n ddyledus i aelod hyd nes y gwneir dewisiad mewn perthynas â gwasanaeth rhwymedïol yr aelod;
- (c) mae Pennod 4 yn gwneud darpariaeth ynghylch pryd a sut y mae rhaid talu symiau perthnasol.

Ystyriwyd Cod Ymarfer Gweinidogion Cymru ar gynnal Asesiadau Effaith Rheoleiddiol mewn perthynas â’r Rheoliadau hyn. O ganlyniad, lluniwyd asesiad effaith rheoleiddiol o’r costau a’r manteision sy’n debygol o ddeillio o gydymffurfio â’r Rheoliadau hyn. Gellir cael copi oddi wrth Cangen y Gwasanaethau Tân, Llywodraeth Cymru, Rhyd-y-car, Merthyr Tudful, CF48 1UZ.

Part 9 makes provision about any amounts (“relevant amounts”) owed to or by a person as a result of the PSPJOA 2022 or these Regulations—

- (a) Chapter 2 makes provision for the calculation of interest on relevant amounts, for the increase of benefits instead of the payment of a relevant amount, for the making of an application where a person wishes to claim compensation, and for the netting off of relevant amounts owed to and by a person;
- (b) Chapter 3 makes provision about the reduction and waiver of relevant amounts, in particular a requirement for the scheme manager to reduce some relevant amounts by tax relief amounts, the requirement for the scheme manager to waive amounts owed by relevant survivors and relevant separated persons, the discretion of the scheme manager to reduce or waive relevant amounts owed by a person to a scheme in certain circumstances, and the option to defer payment of certain relevant amounts owed to a member until an election is made in relation to the member’s remediable service;
- (c) Chapter 4 makes provision about when and how relevant amounts must be paid.

The Welsh Ministers’ Code of Practice on the carrying out of Regulatory Impact Assessments was considered in relation to these Regulations. As a result, a regulatory impact assessment has been prepared as to the likely costs and benefits of complying with these Regulations. A copy can be obtained from Fire Services Branch, Welsh Government, Rhydycar, Merthyr Tydfil, CF48 1UZ.

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**Rheoliadau Pensiynau Diffoddwyr
Tân (Gwasanaeth Rhwymediol)
(Cymru) 2023**

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

Gwnaed 4 Medi 2023
Gosodwyd gerbron Senedd Cymru 6 Medi 2023
Yn dod i rym 1 Hydref 2023

Made 4 September 2023
Laid before Senedd Cymru 6 September 2023
Coming into force 1 October 2023

Mae Gweinidogion Cymru yn gwneud y Rheoliadau hyn drwy arfer y pwerau a roddir iddynt gan adrannau 1(1) a (2)(f), a 2(1) ynghyd â pharagraff 6(b) o Atodlen 2 a adrannau 3(1), (2) a (3) o Ddeddf Pensiynau'r Gwasanaethau Cyhoeddus 2013(1) ("Deddf 2013") ac adrannau 5(1) a (5), 6(1), 7(3), 8(1) a (3), 10(1) a (3), 11(1) a (5), 12(1) a (3), 18(1) i (3), (5), (6) ac (8), 19(1), (4) a (5), 20(1), (4) a (5), 21, 22(1) a (6), 24(1), 25(1), (3) a (4), 26(1) a (2), 29(1), (7) ac (8) ac 31(2) a (3) o Ddeddf Pensiynau'r Gwasanaethau Cyhoeddus a Swyddi Barnwrol 2022 ("DPGCSB 2022")(2).

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

Yn unol ag adran 3(5) o Ddeddf 2013, gwneir y Rheoliadau hyn gyda chydysyniad y Trysorlys.

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

Yn unol ag adran 21(1) o Ddeddf 2013, mae Gweinidogion Cymru wedi ymgynghori â'r personau hynny (neu â chynrychiolwyr y personau hynny) y mae'n ymddangos yn debygol i Weiniogion Cymru y bydd y Rheoliadau hyn yn effeithio arnynt.

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

Gwneir y Rheoliadau hyn yn unol â chyfarwyddydau'r Trysorlys a wnaed o dan adran 27 o DPGCSB 2022.

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

(1) 2013 p. 25. Diwygiwyd adran 3(1) gan adran 94(2) o DPGCSB 2022, a mewnosodwyd adran 3(2)(c) gan adran 94(3) o'r Ddeddf honno.

(2) 2022 p. 7.

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

(2) 2022 c. 7.

RHAN 1

Darpariaethau rhagarweiniol

Enwi, cymhwyso a dod i rym

1.—(1) Enw'r Rheoliadau hyn yw Rheoliadau Pensiynau Diffoddwyr Tân (Gwasanaeth Rhwymediol) (Cymru) 2023.

(2) Mae'r Rheoliadau hyn yn gymwys yng Nghymru, neu o ran, Cymru.

(3) Daw'r Rheoliadau hyn i rym ar 1 Hydref 2023.

Dehongli

2.—(1) Yn y Rheoliadau hyn—

ystyr “aelod” (“*member*”) yw aelod actif, aelod gohiriedig, aelod ymadawedig, aelod â chredyd pensiwn neu aelod-bensiwnwr⁽¹⁾ o gynllun pensiwn diffoddwyr tân;

ystyr “aelod dewis ar unwaith” (“*immediate choice member*”) yw aelod a chanddo wasanaeth rhwymediol a oedd, yn union cyn 1 Hydref 2023, yn ymadawedig neu â hawlogaeth i daliad presennol pensiwn, ac eithrio pensiwn dewis gohiriedig, o dan gynllun 1992, cynllun 2007 neu gynllun 2015; ac ystyr “pensiwn dewis gohiriedig” (“*deferred choice pension*”) yw pensiwn—

(a) nad yw ei gyfradd wedi ei ganfod (i unrhyw raddau) drwy gyfeirio at wasanaeth rhwymediol yr aelod, a

(b) nad effeithir ar ei gyfradd gan ddod i rym adran 2(1) o DPGCSB 2022;

ystyr “aelod dewis gohiriedig” (“*deferred choice member*”) yw aelod a chanddo wasanaeth rhwymediol nad yw'n aelod dewis ar unwaith;

ystyr “aelod rhwymedi” (“*remedy member*”) yw aelod dewis gohiriedig neu aelod dewis ar unwaith;

ystyr “budd marwolaeth” (“*death benefit*”) yw budd sy'n daladwy o dan gynllun pensiwn diffoddwyr tân mewn perthynas ag aelod o'r cynllun hwnnw sydd wedi marw;

(1) Gweler adran 109(3) o DPGCSB 2022 am ystyr “pensioner member”.

PART 1

Introductory provisions

Title, application and coming into force

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

(2) These Regulations apply in, or as regards, Wales.

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

Interpretation

2.—(1) In these Regulations—

“the PSPJOA 2022” (“*DPGCSB 2022*”) means the Public Service Pensions and Judicial Offices Act 2022;

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

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

“the 2015 Regulations” (“*Rheoliadau 2015*”) means the Firefighters' Pension Scheme (Wales) Regulations 2015⁽³⁾, “the 2015 scheme” means the pension scheme set out in those Regulations, and—

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

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

(1) S.I. 1992/129. The name of the scheme was changed to the Firefighters' Pension (Wales) Scheme by S.I. 2004/2918 (W. 257). Further amended by S.I. 2014/3242 (W. 329) and 2015/1016 (W. 71). Other amendments made are not relevant to these Regulations.

(2) S.I. 2007/1072 (W. 110), to which there are amendments not relevant to these Regulations.

(3) S.I. 2015/622 (W. 50); relevant amending instruments are S.I. 2015/1016 (W. 71), 2018/576 (W. 103) and 2022/343 (W. 85).

ystyr “Cyfarwyddydau PGC 2022” (“*the PSP Directions 2022*”) yw Cyfarwyddydau Pensiynau’r Gwasanaethau Cyhoeddus (Arfer Pwerau, Digolledu a Gwybodaeth) 2022(1);

ystyr y “cynllun gwaddol” (“*legacy scheme*”), mewn perthynas â gwasanaeth rhwymediol aelod, yw pa un bynnag o Gynllun 1992 neu Gynllun 2007 yw’r cynllun gwaddol Pennod 1 perthnasol(2) ar gyfer yr aelod, ac—

- (a) ystyr “buddion cynllun gwaddol” yw buddion a gyfrifir yn unol â’r cynllun hwnnw;
- (b) ystyr “gwasanaeth cynllun gwaddol” yw gwasanaeth rhwymediol(3) aelod mewn cyflogaeth sy’n bensiynadwy o dan y cynllun gwaddol (pa un a yw hynny yn rhinwedd adran 2(1) o DPGCSB 2022 ai peidio);

ystyr “cynllun pensiwn diffoddwyr tân” (“*firefighters’ pension scheme*”) yw Cynllun 1992, Cynllun 2007 neu Gynllun 2015;

mae i “dewisiad adran 6” (“*section 6 election*”) yr ystyr a roddir yn rheoliad 10(1)(a);

mae i “dewisiad adran 10” (“*section 10 election*”) yr ystyr a roddir yn rheoliad 14(1)(a);

mae i “dewisiad gwasanaeth a optiwyd allan” (“*opted-out service election*”) yr ystyr a roddir yn rheoliad 6(1);

ystyr “diwedd y cyfnod dewisiad adran 10” (“*end of the section 10 election period*”), mewn perthynas ag aelod dewis gohiriedig, yw’r adeg a ganfyddir yn unol ag—

- (a) pan mai’r aelod yw’r penderfynwr dewis gohiriedig, rheoliad 15(3)(b);
- (b) pan mai person heblaw’r aelod yw’r penderfynwr dewis gohiriedig, rheoliad 16(3)(b);

ystyr “DPGCSB 2022” (“*PSPJOA 2022*”) yw Deddf Pensiynau’r Gwasanaethau Cyhoeddus a Swyddi Barnwrol 2022;

ystyr “Gorchymyn 1992” (“*the 1992 Order*”) yw Gorchymyn Cynllun Pensiwn y Dynion Tân 1992(4) ac ystyr “cynllun 1992” (“*the 1992 scheme*”) yw’r cynllun pensiwn a nodir yn Atodlen 2 i’r Gorchymyn hwnnw fel y mae’n cael effaith yng Nghymru;

(1) Gwneud ar 14 Rhagfyr 2022. Cyhoeddwyd ar 15 Rhagfyr 2022 ac ar gael ar-lein ar www.gov.uk. Mae copi caled ar gael drwy wneud cais ysgrifenedig i Drysorlys Ei Fawrhydi i His Majesty’s Treasury, 1 Horse Guards Road, London, SW1A 2HQ.

(2) Gweler adran 4 o DPGCSB 2022 am ystyr “the relevant Chapter 1 legacy scheme”.

(3) Gweler adran 1 o DPGCSB 2022 am ystyr “remediable service”.

(4) O.S. 1992/129. Newidiwyd enw’r cynllun i Gynllun Pensiwn y Dynion Tân (Cymru) gan O.S. 2004/2918 (Cy. 257). Ddiwygiwyd ymhellach gan O.S. 2014/3242 (Cy. 329) a 2015/1016 (Cy. 71). Nid yw’r diwygiadau eraill a wnaed yn berthnasol i’r Rheoliadau hyn.

“the PSP Directions 2022” (“*Cyfarwyddydau PGC 2022*”) means the Public Service Pensions (Exercise of Powers, Compensation and Information) Directions 2022(1);

“death benefit” (“*budd marwolaeth*”) means a benefit payable under a firefighters’ pension scheme in relation to member of that scheme who has died;

“deferred choice decision” (“*penderfyniad dewis gohiriedig*”) has the meaning given in regulation 14(1);

“deferred choice decision-maker” (“*penderfynwr dewis gohiriedig*”) means the person who may make a deferred choice election decision under regulation 14(2);

“deferred choice member” (“*aelod dewis gohiriedig*”) means a member with remediable service who is not an immediate choice member;

“end of the section 10 election period” (“*diwedd y cyfnod dewisiad adran 10*”), in relation to a deferred choice member, means the time determined in accordance with—

- (a) where the member is the deferred choice decision-maker, regulation 15(3)(b);
- (b) where a person other than the member is the deferred choice decision-maker, regulation 16(3)(b);

a “firefighters’ pension scheme” (“*cynllun pensiwn diffoddwyr tân*”) means the 1992 scheme, the 2007 scheme or the 2015 scheme;

“immediate choice decision” (“*penderfyniad dewis ar unwaith*”) has the meaning given in regulation 10(1);

“immediate choice decision-maker” (“*penderfynwr dewis ar unwaith*”) means the person who may make an immediate choice decision under regulation 10(2);

“immediate choice member” (“*aelod dewis ar unwaith*”) means a member with remediable service who, immediately before 1 October 2023, was deceased or entitled to the present payment of a pension, other than a deferred choice pension, under the 1992 scheme, the 2007 scheme or the 2015 scheme; and “deferred choice pension” (“*pensiwn dewis gohiriedig*”) means a pension the rate of which—

- (a) is not determined (to any extent) by reference to the member’s remediable service, and

(1) Made on 14 December 2022. Published on 15 December 2022 and accessible online at www.gov.uk. A hard copy is available on written request to His Majesty’s Treasury, 1 Horse Guards Road, London, SW1A 2HQ.

ystyr “Gorchymyn 2007” (“*the 2007 Order*”) yw Gorchymyn Cynllun Pensiwn y Diffoddwyr Tân (Cymru) 2007(1) ac ystyr “cynllun 2007” (“*the 2007 scheme*”) yw’r cynllun pensiwn a nodir yn Atodlen 1 i’r Rheoliadau hynny;

ystyr “gwasanaeth rhwymediol” (“*remediable service*”), mewn perthynas ag aelod, yw gwasanaeth rhwymediol yr aelod mewn cyflogaeth sy’n wasanaeth pensiynadwy o dan gynllun pensiwn diffoddwyr tân;

mae i “penderfyniad dewis ar unwaith” (“*immediate choice decision*”) yr ystyr a roddir yn rheoliad 10(1);

mae i “penderfyniad dewis gohiriedig” (“*deferred choice decision*”) yr ystyr a roddir yn rheoliad 14(1);

ystyr “penderfynwr dewis ar unwaith” (“*immediate choice decision-maker*”) yw’r person a gaiff wneud penderfyniad dewis ar unwaith o dan reoliad 10(2);

ystyr “penderfynwr dewis gohiriedig” (“*deferred choice decision-maker*”) yw’r person a gaiff wneud penderfyniad dewisiad dewis gohiriedig o dan reoliad 14(2);

ystyr “Rheoliadau 2015” (“*the 2015 Regulations*”) yw Rheoliadau Cynllun Pensiwn y Diffoddwyr Tân (Cymru) 2015(2), ystyr “cynllun 2015” (“*the 2015 scheme*”) yw’r cynllun pensiwn a nodir yn y Rheoliadau hynny, ac—

- (a) ystyr “buddion cynllun 2015” yw buddion o dan Reoliadau 2015;
- (b) ystyr “gwasanaeth cynllun 2015”, mewn perthynas ag aelod, yw gwasanaeth rhwymediol yr aelod mewn cyflogaeth sy’n wasanaeth pensiynadwy o dan Reoliadau 2015 (boed yn rhinwedd adran 2(1) o DPGCSB 2022 ai peidio).

(2) At ddibenion y Rheoliadau hyn, mae cyfeiriad yn DPGCSB 2022 at adran 2(1) o’r Ddeddf honno yn dod i rym yn gyfeiriad at yr adran honno yn dod i rym mewn perthynas ag aelodau o gynllun pensiwn diffoddwyr tân.

(b) is not affected by the coming into force of section 2(1) of the PSPJOA 2022;

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

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

“member” (“*aelod*”) means an active, deferred, deceased, pension credit or pensioner member(3) of a firefighters’ pension scheme;

“opted-out service election” (“*dewisiad gwasanaeth a optiwyd allan*”) has the meaning given in regulation 6(1);

“remediable service” (“*gwasanaeth rhwymediol*”) means, in relation to a member, the member’s remediable service in an employment that is pensionable service under a firefighters’ pension scheme;

“remedy member” (“*aelod rhwymedi*”) means a deferred choice member or an immediate choice member;

“section 6 election” (“*dewisiad adran 6*”) has the meaning given in regulation 10(1)(a);

“section 10 election” (“*dewisiad adran 10*”) has the meaning given in regulation 14(1)(a).

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

(1) O.S. 2007/1072 (Cy. 110), y mae diwygiadau iddo nad ydynt yn berthnasol i’r Rheoliadau hyn.

(2) O.S. 2015/622 (Cy. 50); yr offerynnau diwygio perthnasol yw O.S. 2015/1016 (Cy. 71) ac O.S. 2018/576 (Cy. 103).

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

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

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

(3) Mae i derm Cymraeg a ddefnyddir yn y Rheoliadau hyn sy'n cyfateb i derm Saesneg—

- (a) sydd wedi ei ddiffinio mewn darpariaeth neu at ddibenion darpariaeth ym Mhennod 1 o Ran 1, adran 109 neu adran 110 o DPGCSB 2022, a
- (b) nad yw wedi ei ddiffinio'n wahanol yn y Rheoliadau hyn,

yr ystyr a roddir i'r term hwnnw yn y ddarpariaeth honno neu at ddibenion y ddarpariaeth honno.

(4) Mae i derm a ddefnyddir yn y Rheoliadau hyn (gan gynnwys term Cymraeg sy'n cyfateb i derm Saesneg)—

- (a) sydd wedi ei ddiffinio yng Ngorchymyn 1992, yng Ngorchymyn 2007 neu yn Rheoliadau 2015 (“y Rheoliadau perthnasol”), a—
- (b) nad yw wedi ei ddiffinio'n wahanol—
 - (i) yn y Rheoliadau hyn, na
 - (ii) mewn darpariaeth neu at ddibenion darpariaeth ym Mhennod 1 o Ran 1, adran 109 neu adran 110 o DPGCSB 2022,

mewn perthynas â'r cynllun a sefydlwyd gan y Rheoliadau perthnasol, yr ystyr a roddir i'r term hwnnw yn y Rheoliadau hynny.

Dirprwyo

3. Caiff y rheolwr cynllun ddirprwyo unrhyw swyddogaethau sydd gan y rheolwr cynllun o dan y Rheoliadau hyn, gan gynnwys y pŵer hwn i ddirprwyo.

RHAN 2

Datganiadau o Wasanaeth Rhwymediol

Gofyniad i ddarparu datganiad o wasanaeth rhwymediol

4.—(1) Rhaid i'r rheolwr cynllun ddarparu datganiad o wasanaeth rhwymediol mewn cysylltiad ag aelod rhwymedi (“A”) yn unol ag—

- (a) adran 29 o DPGCSB 2022,
- (b) unrhyw gyfarwyddydau gan y Trysorlys a wneir o dan adran 29(6) o'r Ddeddf honno, ac
- (c) y rheoliad hwn.

(3) A term used in these Regulations which—

- (a) is defined in, or for the purposes of, a provision in Chapter 1 of Part 1, section 109 or section 110 of the PSPJOA 2022, and
- (b) is not defined differently in these Regulations,

has the meaning given in, or for the purposes of, that provision.

(4) A term used in these Regulations which—

- (a) is defined in the 1992 Order, the 2007 Order or the 2015 Regulations (“the relevant Regulations”), and
- (b) is not defined differently—
 - (i) in these Regulations, or
 - (ii) in, or for the purposes of, a provision in Chapter 1 of Part 1, section 109 or section 110 of the PSPJOA 2022,

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

Delegation

3. The scheme manager may delegate any functions of the scheme manager under these Regulations, including this power to delegate.

PART 2

Remediable Service Statements

Requirement to provide a remediable service statement

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

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

(2) Rhaid darparu datganiad o wasanaeth rhwymediol o ran A—

- (a) ar y dyddiad perthnasol(1) neu cyn hynny,
- (b) pan fo A, mewn perthynas â'i wasanaeth rhwymediol, am y tro—
 - (i) yn aelod actif(2), o leiaf unwaith ym mhob blwyddyn sy'n dod i ben â phen-blwydd y dyddiad perthnasol,
 - (ii) yn aelod gohiriedig(3), mewn ymateb i gais gan y person a grybwyllir ym mharagraff (3)(4), neu
 - (iii) yn aelod-bensiynwr, unwaith yn unig, ac
- (c) pan fo A yn aelod dewis gohiriedig, cyn gynted ag y bo'n rhesymol ymarferol ar ôl cael hysbysiad—
 - (i) o dan reoliad 15(2) fod A yn bwriadu hawlio buddion mewn perthynas â gwasanaeth rhwymediol A, neu
 - (ii) bod A wedi marw.

(3) Rhaid darparu'r datganiad o wasanaeth rhwymediol—

- (a) i A, neu
- (b) pan fo A wedi marw—
 - (i) i'r person sydd am y tro yn benderfynwr cymwys mewn perthynas â gwasanaeth rhwymediol A o dan yr Atodlen, a
 - (ii) o fewn 18 mis i'r rheolwr cynllun gael hysbysiad fod A wedi marw.

(4) Rhaid i'r datganiad o wasanaeth rhwymediol gynnwys—

- (a) pan fo A yn aelod dewis ar unwaith, wybodaeth ynghylch—
 - (i) natur ddi-alw'n-ôl penderfyniad dewis ar unwaith, a
 - (ii) y buddion a fydd yn daladwy os na wneir penderfyniad dewis ar unwaith cyn diwedd y cyfnod dewisiad adran 6;
- (b) pan fo A yn aelod dewis gohiriedig, wybodaeth ynghylch—
 - (i) natur ddi-alw'n-ôl (neu fel arall) penderfyniad dewis gohiriedig, a

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

- (a) on or before the relevant date(1),
- (b) where M is, in relation to their remediable service, for the time being—
 - (i) an active member(2), at least once in each year ending with the anniversary of the relevant date,
 - (ii) a deferred member(3), in response to a request by the person mentioned in paragraph (3)(4), or
 - (iii) a pensioner member, once only, and
- (c) where M is a deferred choice member, as soon as reasonably practicable following receipt of notification—
 - (i) under regulation 15(2) that M intends to claim benefits in relation to M's remediable service, or
 - (ii) that M has died.

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

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

(4) The remediable service statement must include—

- (a) where M is an immediate choice member, information about—
 - (i) the irrevocability of an immediate choice decision, and
 - (ii) the benefits which will be payable if no immediate choice decision is made before the end of the section 6 election period;
- (b) where M is a deferred choice member, information about—
 - (i) the revocability (or otherwise) of a deferred choice decision, and

(1) Gweler adran 29(10) o DPGCSB 2022 am ystyr "the relevant date".

(2) Gweler adran 109(2) o DPGCSB 2022 am ystyr "active member".

(3) Gweler adran 109(4) o DPGCSB 2022 am ystyr "deferred member".

(4) Yn unol ag adran 29(9) o DPGCSB 2022, ni chaniateir ond gwneud un cais o dan reoliad 4(2)(b)(ii) yn ystod unrhyw gyfnod o 12 mis.

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

(2) See section 109(2) of the PSPJOA 2022 for the meaning of "active member".

(3) See section 109(4) of the PSPJOA for the meaning of "deferred member".

(4) In accordance with section 29(9) of the PSPJOA 2022, only one request under regulation 4(2)(b)(ii) may be made during any period of 12 months.

- (ii) y buddion a fydd yn daladwy os na wneir penderfyniad dewis gohiriedig cyn diwedd y cyfnod dewisiad adran 10;
 - (c) pan fo A yn ymadawedig, pwy yw'r person neu'r personau, neu ddisgrifiad o bwy yw'r person neu'r personau, a gaiff wneud penderfyniad dewis ar unwaith neu benderfyniad dewis gohiriedig mewn perthynas â gwasanaeth rhwymediol A.
- (5) Am ddarpariaeth bellach ynghylch—
- (a) yr hyn y mae rhaid i ddatganiad o wasanaeth rhwymediol ei gynnwys, gweler—
 - (i) adran 29(5) o DPGCSB 2022;
 - (ii) cyfarwyddyd 20(1) o Gyfarwyddydau PGC 2022;
 - (b) pryd y mae rhaid cyfuno datganiad o wasanaeth rhwymediol â datganiad o wybodaeth am fuddion a ddarperir o dan adran 14 o Ddeddf Pensiynau'r Gwasanaethau Cyhoeddus 2013, gweler cyfarwyddyd 20(2) o Gyfarwyddydau PGC 2022.

RHAN 3

Penderfyniadau mewn perthynas â gwasanaeth rhwymediol

PENNOD 1

Dewisiadau gwasanaeth a optiwyd allan

Cymhwyso a dehongli Pennod 1

5.—(1) Mae'r Bennod hon yn gymwys i aelod ac mewn cysylltiad ag aelod (“A”) a chanddo wasanaeth a optiwyd allan mewn cyflogaeth mewn perthynas â chynllun gwaddol(1).

(2) Yn y Bennod hon—

ystyr “gwasanaeth a optiwyd allan perthnasol” (“*relevant opted-out service*”) yw'r gwasanaeth y cyfeirir ato ym mharagraff (1);

ystyr “penderfynwr gwasanaeth a optiwyd allan” (“*opted-out service decision-maker*”) yw'r person a gaiff wneud dewisiad gwasanaeth a optiwyd allan yn unol â rheoliad 6(2).

(1) Gweler adrannau 5(7) (i'w darllen gydag adran 4) a 36 o DPGCSB 2022 am ystyr gwasanaeth a optiwyd allan perthnasol mewn perthynas â chynllun gwaddol Pennod 1 (megis cynlluniau 1992 a 2007).

- (ii) the benefits that will be payable if no deferred choice decision is made before the end of the section 10 election period;
- (c) where M is deceased, the identity, or a description of the identity, of the person or persons who may make an immediate choice decision or a deferred choice decision in relation to M's remediable service.

(5) For further provision about—

- (a) what a remediable service statement must include, see—
 - (i) section 29(5) of the PSPJOA 2022;
 - (ii) direction 20(1) of the PSP Directions 2022;
- (b) when a remediable service statement must be combined with a benefit information statement provided under section 14 of the Public Service Pensions Act 2013, see direction 20(2) of the PSP Directions 2022.

PART 3

Decisions in relation to remediable service

CHAPTER 1

Opted-out service elections

Application and interpretation of Chapter 1

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

(2) In this Chapter—

“opted-out service decision-maker” (“*penderfynwr gwasanaeth a otiwyd allan*”) means the person who may make an opted-out service election in accordance with regulation 6(2);

“relevant opted-out service” (“*gwasanaeth a otiwyd allan perthnasol*”) means the service referred to in paragraph (1).

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

Dewisiad mewn perthynas â gwasanaeth a optiwyd allan

6.—(1) Caniateir gwneud dewisiad (“dewisiad gwasanaeth a optiwyd allan”) mewn perthynas â gwasanaeth a optiwyd allan perthnasol A yn unol â’r Bennod hon ac adran 5 o DPGCSB 2022.

(2) Caniateir i ddewisiad gwasanaeth a optiwyd allan gael ei wneud—

- (a) gan A, neu
- (b) pan fo A yn ymadawedig, gan y penderfynwr cymwys a benderfynir yn unol â’r Atodlen.

(3) Pan y rheolwr cynllun yw’r penderfynwr cymwys, rhaid iddo benderfynu peidio â gwneud dewisiad gwasanaeth a optiwyd allan.

(4) Gweler adran 5(2) i (4) o DPGCSB 2022 ynghylch effaith, amseru a natur ddi-alw’n-ôl dewisiad gwasanaeth a optiwyd allan.

Dewisiad gwasanaeth a optiwyd allan: gofynion ychwanegol

7.—(1) Ni chaniateir gwneud dewisiad gwasanaeth a optiwyd allan onid oes datganiad o wasanaeth rhwymediol wedi ei ddarparu yn unol â rheoliad 4.

(2) Rhaid gwneud dewisiad gwasanaeth a optiwyd allan—

- (a) yn ysgrifenedig i’r rheolwr cynllun,
- (b) erbyn diwedd 12 mis sy’n dechrau â’r dyddiad y ceir datganiad o wasanaeth rhwymediol yn unol â rheoliad 4(2)(a), neu o fewn unrhyw gyfnod hwy y mae’r rheolwr cynllun yn ystyried ei fod yn rhesymol o dan yr holl amgylchiadau.

Dewisiad gwasanaeth a optiwyd allan: darfod

8. Pan—

- (a) bo diwedd y cyfnod dewisiad mewn perthynas ag A wedi mynd heibio, a
- (b) na roddwyd gwybod i’r rheolwr cynllun am ddewisiad gwasanaeth a optiwyd allan yn unol â rheoliad 7(2),

mae’r hawlogaeth i wneud dewisiad gwasanaeth a optiwyd allan o dan reoliad 6 yn darfod.

Election in relation to opted-out service

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

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

- (a) by M, or
- (b) where M is deceased, by the eligible decision-maker determined in accordance with the Schedule.

(3) Where the scheme manager is the eligible decision-maker, they must decide not to make an opted-out service election.

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

Opted-out service election: additional requirements

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

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

- (a) in writing to the scheme manager;
- (b) by the end of 12 months beginning with the date of receiving a remedial service statement in accordance with regulation 4(2)(a), or within such longer period as the scheme manager considers reasonable in all the circumstances.

Opted-out service election: lapse

8. Where—

- (a) the end of the election period in relation to M has passed, and
- (b) no opted-out service election has been communicated to the scheme manager in accordance with regulation 7(2),

the entitlement to make an opted-out service election under regulation 6 lapses.

Penderfyniad dewis ar unwaith ar gyfer buddion cynllun 2015 neu fuddion cynllun gwaddol

Cymhwyso a dehongli Pennod 2

9.—(1) Mae'r Bennod hon yn gymwys mewn cysylltiad â gwasanaeth rhwymediol aelod dewis ar unwaith ("A").

(2) Pan fo gan A wasanaeth rhwymediol mewn mwy nag un gyflogaeth, mae'r Bennod hon yn gymwys ar wahân mewn perthynas â'r gwasanaeth rhwymediol ym mhob cyflogaeth.

Penderfyniad dewis ar unwaith ar gyfer buddion cynllun 2015 neu fuddion cynllun gwaddol

10.—(1) Caniateir gwneud penderfyniad ("penderfyniad dewis ar unwaith") yn unol â'r Bennod hon—

- (a) i wneud dewisiad ("dewisiad adran 6") yn rhinwedd adran 6 o DPGCSB 2022 ar gyfer buddion cynllun 2015 mewn perthynas â gwasanaeth rhwymediol A, neu
- (b) nad oes dewisiad adran 6 i'w wneud mewn perthynas â'r gwasanaeth hwnnw.

(2) Caniateir i benderfyniad dewis ar unwaith gael ei wneud—

- (a) gan A, neu
- (b) pan fo A yn ymadawedig, gan y penderfynwr cymwys a benderfynir yn unol â'r Atodlen.

(3) Pan y rheolwr cynllun yw'r penderfynwr cymwys, rhaid iddo wneud dewisiad ar gyfer buddion cynllun 2015 mewn perthynas â gwasanaeth rhwymediol A, cyn gynted ag y bo'n rhesymol ymarferol.

(4) Mae penderfyniad dewis ar unwaith wedi ei wneud pan roddir gwybod amdano yn ysgrifenedig i'r rheolwr cynllun a'i fod wedi ei gael.

(5) Ni chaniateir gwneud penderfyniad dewis ar unwaith ond cyn diwedd y cyfnod dewisiad adran 6(1).

(6) Mae penderfyniad dewis ar unwaith yn ddi-alw'n-ôl.

(7) Mae penderfyniad dewis ar unwaith i wneud dewisiad adran 6 yn cael effaith fel dewisiad adran 6 (gweler adrannau 6(5) a (7), 7(1)(b) a 9 o DPGCSB 2022 ynghylch effaith dewisiad adran 6).

Immediate choice decision for 2015 scheme or legacy scheme benefits

Application and interpretation of Chapter 2

9.—(1) This Chapter applies in respect of the remediable service of an immediate choice member ("M").

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

Immediate choice decision for 2015 scheme or legacy scheme benefits

10.—(1) A decision (an "immediate choice decision") may be made in accordance with this Chapter—

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

(2) An immediate choice decision may be made—

- (a) by M, or
- (b) where M is deceased, by the eligible decision-maker determined in accordance with the Schedule.

(3) Where the scheme manager is the eligible decision-maker, they must make an election for 2015 scheme benefits in relation to M's remediable service, as soon as reasonably practicable.

(4) An immediate choice decision is made when it is communicated in writing to, and received by, the scheme manager.

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

(6) An immediate choice decision is irrevocable.

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

(1) Gweler adran 7(2) o DPGCSB 2022 am ystyr "the end of the section 6 election period".

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

(8) Pan—

- (a) yn union cyn 1 Hydref 2023, fo gan A wasanaeth rhwymediol yng nghynllun 2015, a
- (b) mai'r penderfyniad dewis ar unwaith yw nad oes dewisiad adran 6 i'w wneud mewn perthynas â gwasanaeth rhwymediol A,

nid yw adran 6(4) o DPGCSB 2022 yn gymwys mewn perthynas â gwasanaeth cynllun 2015 A (ac, yn unol â hynny, mae adran 2(1) o DPGCSB 2022 yn cael effaith mewn perthynas â gwasanaeth cynllun 2015 A at y dibenion a grybwyllir yn adran 2(3)(b) o'r Ddeddf honno o'r adeg y gwneir y penderfyniad dewis ar unwaith).

(9) Mae'r darpariaethau a ganlyn o DPGCSB 2022 yn cael effaith mewn perthynas â phenderfyniad nad oes dewisiad adran 6 i'w wneud fel y maent yn cael effaith mewn perthynas â dewisiad adran 6—

- (a) adran 6(7) (dewisiad adran 6 yn cael effaith mewn cysylltiad â phob gwasanaeth rhwymediol yn y gyflogaeth);
- (b) adran 7(1)(b) (darpariaeth ynghylch pryd y mae dewisiad adran 6 i'w drin fel pe bai wedi cael effaith);
- (c) adran 9 (darpariaeth ynghylch personau a chanddynt wasanaeth rhwymediol mewn mwy nag un cynllun gwaddol Pennod 1).

Penderfyniad dewis ar unwaith: gofynion ychwanegol

11.—(1) Ni chaniateir gwneud penderfyniad dewis ar unwaith onid oes datganiad o wasanaeth rhwymediol wedi ei ddarparu yn unol â rheoliad 4(2) (a).

(2) Rhaid i'r rheolwr cynllun, ynghyd â'r datganiad o wasanaeth rhwymediol hwnnw, ddarparu i'r penderfynwr dewis ar unwaith wybodaeth ynghylch amseru, effaith a natur ddi-alw'n-ôl penderfyniad dewis ar unwaith.

(3) Nid yw penderfyniad dewis ar unwaith i'w drin fel pe bai wedi ei wneud ond os yw'r penderfynwr dewis ar unwaith ("PD") yn darparu unrhyw wybodaeth a bennir mewn cais ysgrifenedig gan y rheolwr cynllun sydd—

- (a) yn wybodaeth sydd ym meddiant PD, neu
- (b) yn wybodaeth y gellir disgwyl yn rhesymol i PD gael gafael arni.

(8) Where—

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

section 6(4) of the PSPJOA 2022 does not apply in relation to M's 2015 scheme service (and, accordingly, section 2(1) of the PSPJOA 2022 has effect in relation to M's 2015 scheme service for the purposes mentioned in section 2(3)(b) of that Act from the time the immediate choice decision is made).

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

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

Immediate choice decision: additional requirements

11.—(1) An immediate choice decision may not be made unless a remediable service statement has been provided in accordance with regulation 4(2)(a).

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

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

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

Penderfyniad dewis ar unwaith: dewis tybiedig

12.—(1) Caiff penderfyniad dewis ar unwaith ei drin fel pe bai wedi ei wneud mewn perthynas â gwasanaeth rhwymediol A yn union cyn diwedd y cyfnod dewisiad adran 6—

- (a) pan fo diwedd y cyfnod dewisiad adran 6 mewn perthynas ag A wedi mynd heibio, a
- (b) pan na fo penderfyniad dewis ar unwaith wedi ei gyfleu mewn perthynas â gwasanaeth rhwymediol A.

(2) Pan na fo A yn ymadawedig, y penderfyniad dewis ar unwaith ym mharagraff (1) yw nad oes dewisiad adran 6 wedi ei wneud a buddion cynllun gwaddol yw'r buddion sy'n daladwy mewn perthynas â gwasanaeth rhwymediol A.

(3) Pan fo A yn ymadawedig, y penderfyniad dewis ar unwaith ym mharagraff (1) yw bod dewisiad adran 6 wedi ei wneud a buddion cynllun 2015 yw'r buddion sy'n daladwy mewn perthynas â gwasanaeth rhwymediol A.

PENNOD 3

Penderfyniad dewis gohiriedig ar gyfer buddion cynllun 2015 neu fuddion cynllun gwaddol

Cymhwyso a dehongli Pennod 3

13.—(1) Mae'r Bennod hon yn gymwys mewn cysylltiad â gwasanaeth rhwymediol aelod dewis gohiriedig ("A").

(2) Pan fo gan A wasanaeth rhwymediol mewn mwy nag un gyflogaeth, mae'r Bennod hon yn gymwys ar wahân mewn perthynas â'r gwasanaeth rhwymediol ym mhob cyflogaeth.

Penderfyniad dewis gohiriedig ar gyfer buddion cynllun 2015 neu fuddion cynllun gwaddol: cyffredinol

14.—(1) Caniateir gwneud penderfyniad ("penderfyniad dewis gohiriedig") yn unol â'r Bennod hon—

- (a) i wneud dewisiad ("dewisiad adran 10") yn rhinwedd adran 10 o DPGCSB 2022 mewn perthynas â gwasanaeth rhwymediol A, neu
- (b) nad oes dewisiad adran 10 i'w wneud mewn perthynas â'r gwasanaeth hwnnw.

(2) Caniateir i benderfyniad dewis gohiriedig gael ei wneud—

- (a) gan A, neu
- (b) pan fo A yn ymadawedig, gan y penderfynwr cymwys a benderfynir yn unol â'r Atodlen.

Immediate choice decision: deemed decision

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

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

(2) In cases where M is not deceased, the immediate choice decision in paragraph (1) is that no section 6 election is made and the benefits payable in relation to M's remediable service are legacy scheme benefits.

(3) In cases where M is deceased, the immediate choice decision in paragraph (1) is that a section 6 election is made and the benefits payable in relation to M's remediable service are 2015 scheme benefits.

CHAPTER 3

Deferred choice decision for 2015 scheme or legacy scheme benefits

Application and interpretation of Chapter 3

13.—(1) This Chapter applies in respect of the remediable service of a deferred choice member ("M").

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

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

14.—(1) A decision (a "deferred choice decision") may be made in accordance with this Chapter—

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

(2) A deferred choice decision may be made—

- (a) by M, or
- (b) where M is deceased, by the eligible decision-maker determined in accordance with the Schedule.

(3) Pan y rheolwr cynllun yw'r penderfynwr cymwys, rhaid iddo wneud dewisiad ar gyfer buddion cynllun 2015 mewn perthynas â gwasanaeth rhwymediol A, cyn gynted ag y bo'n rhesymol ymarferol.

(4) Mae penderfyniad dewis gohiriedig wedi ei wneud pan roddir gwybod amdano yn ysgrifenedig i'r rheolwr cynllun a'i fod yn ei gael.

(5) Ni chaniateir gwneud penderfyniad dewis gohiriedig ond cyn diwedd y cyfnod dewisiad adran 10.

(6) Mae penderfyniad dewis gohiriedig i wneud dewisiad adran 10 yn cael effaith fel dewisiad adran 10 (gweler adrannau 10(4) a (5), 11(3)(b) a (4) a (7) a 13 o DPGCSB 2022 ynghylch effaith dewisiad adran 10).

(7) Pan mai'r penderfyniad dewis gohiriedig yw nad oes dewisiad adran 10 i'w wneud, buddion cynllun gwaddol yw'r buddion sy'n daladwy i A neu mewn cysylltiad ag A, i'r graddau y'u canfyddir drwy gyfeirio at wasanaeth rhwymediol A.

(8) Mae'r darpariaethau a ganlyn o DPGCSB 2022 yn cael effaith mewn perthynas â phenderfyniad nad oes dewisiad adran 10 i'w wneud fel y maent yn cael effaith mewn perthynas â dewisiad adran 10—

- (a) adran 10(5) (dewisiad adran 10 yn cael effaith mewn cysylltiad â phob gwasanaeth rhwymediol yn y gyflogaeth neu'r swydd);
- (b) adran 11(3)(b), (4) a (7) (darpariaeth ynghylch pryd y mae dewisiad adran 10 yn cael effaith, ac effaith dewisiad adran 10 yn darfod neu'n cael ei ddirymu);
- (c) adran 13 (darpariaeth ynghylch personau a chanddynt wasanaeth rhwymediol mewn mwy nag un cynllun gwaddol Pennod 1).

(9) Nid oes unrhyw fuddion yn daladwy o dan y cynllun gwaddol mewn cysylltiad â gwasanaeth pensynadwy A o dan y cynllun hwnnw oni bai—

- (a) bod penderfyniad dewis gohiriedig wedi ei wneud mewn perthynas â gwasanaeth rhwymediol A,
- (b) y bernir bod dewisiad adran 10 wedi ei wneud o dan reoliad 18 mewn perthynas â'r gwasanaeth hwnnw, neu
- (c) bod paragraff (10) yn gymwys.

(10) Pan fo A yn ymadawedig, caiff y rheolwr cynllun, cyn i benderfyniad dewis gohiriedig gael ei wneud, neu cyn y bernir bod dewisiad adran 10 wedi ei wneud, mewn perthynas â gwasanaeth rhwymediol A,

(3) Where the scheme manager is the eligible decision-maker, they must make an election for 2015 scheme benefits in relation to M's remediable service, as soon as reasonably practicable.

(4) A deferred choice decision is made when it is communicated in writing to, and received by, the scheme manager.

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

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

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

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

- (a) section 10(5) (section 10 election has effect in respect of all remediable service in the employment or office);
- (b) section 11(3)(b), (4) and (7) (provision about when a section 10 election takes effect, and the effect of lapse or revocation of a section 10 election);
- (c) section 13 (provision about persons with remediable service in more than one Chapter 1 legacy scheme).

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

- (a) a deferred choice decision is made in relation to M's remediable service,
- (b) a section 10 election is deemed to have been made under regulation 18 in relation to that service, or
- (c) paragraph (10) applies.

(10) Where M is deceased, the scheme manager may, before a deferred choice decision is made or a section 10 election is deemed to have been made in relation to M's remediable service, pay to any person

dal i unrhyw berson (“y buddiolwr”) sydd, neu a fydd, â hawlogaeth i gael buddion marwolaeth mewn perthynas â gwasanaeth pensiynadwy A y lleiaf o—

- (a) unrhyw fuddion cyfandaliad neu fuddion pensiwn eraill y byddai gan y buddiolwr hawlogaeth iddynt os gwneir dewisiad adran 10, neu os bernir ei fod wedi ei wneud, mewn perthynas â gwasanaeth rhwymediol A, neu
- (b) unrhyw fuddion cyfandaliad neu fuddion pensiwn eraill y byddai gan y buddiolwr hawlogaeth iddynt os na wneir dewisiad adran 10, neu os bernir nad yw wedi ei wneud, mewn perthynas â gwasanaeth rhwymediol A.

(11) Pan fo, ar yr adeg weithredol—

- (a) cyfanswm y buddion cyfandaliad neu'r buddion pensiwn sydd wedi eu talu yn unol â pharagraff (10) i fuddiolwr yn llai na
- (b) cyfanswm y buddion cyfandaliad neu'r buddion pensiwn y mae gan y buddiolwr (ar ôl ystyried effaith paragraff (7) o'r rheoliad hwn neu adran 10(4) o DPGCSB 2022, os oes effaith iddo neu iddi) hawlogaeth iddynt o dan gynllun pensiwn diffoddwyr tân mewn cysylltiad â gwasanaeth pensiynadwy A,

rheid i'r rheolwr cynllun dalu swm sy'n hafal i'r gwahaniaeth i'r buddiolwr.

(12) Ym mharagraff (11), ystyr “yr adeg weithredol” yw—

- (a) os—
 - (i) gwneir penderfyniad dewis gohiriedig, neu
 - (ii) bernir bod dewisiad adran 10 wedi ei wneud,mewn perthynas â gwasanaeth rhwymediol A, yr adeg y gwneir y penderfyniad neu'r dewisiad;
- (b) fel arall, ddiwedd y cyfnod dewisiad adran 10 mewn perthynas ag A.

Penderfyniad dewis gohiriedig i'w wneud gan A

15.—(1) Mae'r rheoliad hwn yn gymwys pan mai A yw'r penderfynwr dewis gohiriedig.

(2) Rhaid i A hysbysu'r rheolwr cynllun ei fod yn bwriadu hawlio buddion mewn perthynas â'i wasanaeth rhwymediol—

- (a) yn ystod y cyfnod rhwng 3 a 6 mis cyn y dyddiad y mae A yn bwriadu i fuddion o'r fath ddod yn daladwy, neu
- (b) yn ystod unrhyw gyfnod arall y mae'r rheolwr cynllun yn ystyried ei fod yn rhesymol o dan yr holl amgylchiadau.

(“the beneficiary”) who is, or is to be, entitled to receive death benefits in relation to M's pensionable service the lesser of—

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

(11) Where, at the operative time—

- (a) the aggregate of the lump sum or pension benefits that have been paid pursuant to paragraph (10) to a beneficiary, is less than
- (b) the aggregate of the lump sum or pension benefits to which (after taking into account the effect, if any, of paragraph (7) of this regulation or section 10(4) of the PSPJOA 2022) the beneficiary is entitled under a firefighters' pension scheme in respect of M's pensionable service,

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

(12) In paragraph (11), “the operative time” means—

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

Deferred choice decision to be made by M

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

(2) M must notify the scheme manager that they intend to claim benefits in relation to their remediable service—

- (a) during the period between 3 and 6 months before the date M intends such benefits to become payable, or
- (b) during such other period that the scheme manager considers reasonable in all the circumstances.

(3) Ni chaniateir gwneud penderfyniad dewis gohiriedig ond yn ystod y cyfnod—

- (a) sy'n dechrau â'r dyddiad y dyroddir datganiad o wasanaeth rhwymediol o dan reoliad 4(2)(c)(i), a
- (b) sy'n dod i ben—
 - (i) â'r diwrnod 12 o wythnosau ar ôl y dyddiad hwnnw,
 - (ii) yn ddarostyngedig i baragraff (5), ag unrhyw ddiwrnod arall y mae'r rheolwr cynllun yn ystyried ei fod yn rhesymol o dan yr holl amgylchiadau, neu
 - (iii) os yw'n gynharach na'r amser sy'n gymwys yn rhinwedd paragraff (i) neu (ii), â'r diwrnod cyn i fuddion ddod yn daladwy mewn perthynas â gwasanaeth rhwymediol A.

(4) Ni chaiff diwedd y cyfnod pan ganiateir gwneud penderfyniad dewisiad dewis gohiriedig fod yn fwy na blwyddyn cyn y diwrnod y disgwylir yn rhesymol y byddai buddion cynllun 2015, pe gwneid dewisiad adran 10, yn dod yn daladwy i A neu mewn cysylltiad ag A.

(5) O ran penderfyniad dewis gohiriedig a wneir gan A—

- (a) caniateir ei ddirymu ar unrhyw adeg cyn y terfyn amser ar gyfer canslo, a
- (b) mae'n darfod pan nad oes buddion cynllun wedi dod yn daladwy 12 mis ar ôl gwneud penderfyniad dewis gohiriedig.

(6) Rhaid i A roi gwybod i'r rheolwr cynllun yn ysgrifenedig fod penderfyniad dewis gohiriedig wedi ei ddirymu.

(7) Pan fo paragraff (5) yn gymwys caiff A wneud penderfyniad dewis gohiriedig newydd yn unol â pharagraff (3).

(8) Pan fo'r rheolwr cynllun yn cael hysbysiad bod A wedi marw a bo A wedi gwneud penderfyniad dewis gohiriedig, mae'r penderfyniad hwnnw'n ddi-alw'n-ôl.

(9) Ym mharagraff (5), ystyr "y terfyn amser ar gyfer canslo" yw—

- (a) dechrau'r diwrnod ddwy wythnos cyn y diwrnod ("y diwrnod talu") y mae'r taliad cyntaf o dan gynllun pensiwn diffoddwyr tân yn dod yn daladwy mewn perthynas â gwasanaeth rhwymediol A, neu
- (b) unrhyw adeg ddiweddarach cyn y diwrnod talu y mae'r rheolwr cynllun yn ystyried ei bod yn rhesymol o dan yr holl amgylchiadau.

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

- (a) beginning with the date a remediable service statement is issued under regulation 4(2)(c)(i), and
- (b) ending—
 - (i) with the day 12 weeks after that date,
 - (ii) subject to paragraph (5), with such other day as the scheme manager considers reasonable in all the circumstances, or
 - (iii) if earlier than the time which applies by virtue of paragraph (i) or (ii), with the day before benefits become payable in relation to M's remediable service.

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

(5) A deferred choice decision made by M—

- (a) may be revoked at any time before the cancellation deadline, and
- (b) lapses where 12 months after a deferred choice decision is made scheme benefits have not become payable.

(6) M must communicate the revocation of a deferred choice decision in writing to the scheme manager.

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

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

(9) In paragraph (5), "the cancellation deadline" means—

- (a) the beginning of the day two weeks before the day ("the payment day") on which the first payment under a firefighters' pension scheme becomes payable in relation to M's remediable service, or
- (b) such later time before the payment day as the scheme manager considers reasonable in all the circumstances.

Penderfyniad dewis gohiriedig i'w wneud gan berson heblaw A

16.—(1) Mae'r rheoliad hwn yn gymwys pan mai person heblaw A yw'r penderfynwr dewis gohiriedig ("PD").

(2) Pan fo—

- (a) y cyfnod ar gyfer gwneud penderfyniad dewis gohiriedig wedi dechrau yn unol â rheoliad 15(3)(a), ac
- (b) mae'r rheolwr cynllun yn cael hysbysiad bod A wedi marw cyn gwneud penderfyniad dewis gohiriedig mewn perthynas â gwasanaeth rhwymediol A,

mae'r cyfnod pan gaiff PD wneud penderfyniad dewis gohiriedig i'w drin fel pe bai'n dod i ben yn unol â pharagraff (3)(b) yn hytrach na rheoliad 15(3)(b).

(3) Rhaid gwneud penderfyniad dewis gohiriedig yn ystod y cyfnod—

- (a) sy'n dechrau â dyddiad dyroddi'r datganiad o wasanaeth rhwymediol a ddyroddir o dan reoliad 4(2)(c)(ii), a
- (b) sy'n dod i ben—
 - (i) â'r diwrnod 12 mis ar ôl y dyddiad hwnnw,
 - (ii) ar unrhyw adeg arall y mae'r rheolwr cynllun yn ystyried ei bod yn rhesymol o dan yr holl amgylchiadau, neu
 - (iii) os yw PD yn gwneud penderfyniad yn gynt, yn union ar ôl i benderfyniad dewis gohiriedig gael ei wneud.

(4) Mae penderfyniad dewis gohiriedig a wneir gan PD yn ddi-alw'n-ôl.

Penderfyniad dewis gohiriedig: gofynion ychwanegol

17. Nid yw penderfyniad dewis gohiriedig i'w drin fel pe bai wedi ei wneud ond os yw'r penderfynwr dewis gohiriedig yn darparu unrhyw wybodaeth a bennir mewn cais ysgrifenedig gan y rheolwr cynllun sydd—

- (a) yn wybodaeth sydd ym meddiant y penderfynwr dewis gohiriedig, neu
- (b) yn wybodaeth y gellir disgwyl yn rhesymol iddo gael gafael arni.

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

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

(2) Where—

- (a) the period for making a deferred choice decision has begun in accordance with regulation 15(3)(a), and
- (b) the scheme manager receives notice that M has died before making a deferred choice decision in relation to M's remediable service,

the period during which a deferred choice decision may be made by D is to be treated as ending in accordance with paragraph (3)(b) instead of regulation 15(3)(b).

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

- (a) beginning with the date of issue of the remediable service statement issued under regulation 4(2)(c)(ii), and
- (b) ending—
 - (i) with the day 12 months after that date,
 - (ii) at such other time as the scheme manager considers reasonable in all the circumstances, or
 - (iii) if D makes a decision earlier, immediately after a deferred choice decision is made.

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

Deferred choice decision: additional requirements

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

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

Penderfyniad dewis gohiriedig: penderfyniad tybiedig

18.—(1) Pan—

- (a) bo diwedd y cyfnod dewisiad adran 10 perthnasol mewn perthynas ag A wedi mynd heibio, a
- (b) na fo penderfyniad dewis gohiriedig wedi ei gyfleu,

trinnir penderfyniad dewis gohiriedig fel pe bai wedi ei wneud yn union cyn diwedd y cyfnod dewisiad adran 10 perthnasol.

(2) Pan na fo A yn ymadawedig, y penderfyniad dewis gohiriedig ym mharagraff (1) yw nad oes dewisiad adran 10 wedi ei wneud a buddion cynllun gwaddol yw'r buddion sy'n daladwy mewn perthynas â gwasanaeth rhwymediol A.

(3) Pan fo A yn ymadawedig, y penderfyniad dewis gohiriedig ym mharagraff (1) yw bod dewisiad adran 10 yn cael ei wneud a buddion cynllun 2015 yw'r buddion sy'n daladwy mewn perthynas â gwasanaeth rhwymediol A.

Penderfyniad dewis gohiriedig: trefniadau trosiannol

19.—(1) Mae'r rheoliad hwn yn gymwys pan fo, pan ddaw'r Rheoliadau hyn i rym—

- (a) A yn aelod actif neu'n aelod gohiriedig,
- (b) A wedi hysbysu'r rheolwr cynllun ei fod yn bwriadu hawlio buddion mewn perthynas â'i wasanaeth rhwymediol, ac
- (c) y cyfnod hysbysu yn rheoliad 15(2) wedi darfod mewn perthynas â'r hysbysiad hwnnw.

(2) Rhaid i A wneud penderfyniad dewis gohiriedig cyn diwedd y cyfnod o flwyddyn sy'n dechrau â'r diwrnod pan ddarperir datganiad o wasanaeth rhwymediol gyntaf mewn cysylltiad ag A.

Deferred choice decision: deemed decision

18.—(1) Where—

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

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

(2) In cases where M is not deceased, the deferred choice decision in paragraph (1) is that no section 10 election is made and the benefits payable in relation to M's remediable service are legacy scheme benefits.

(3) In cases where M is deceased, the deferred choice decision in paragraph (1) is that a section 10 election is made and the benefits payable in relation to M's remediable service are 2015 scheme benefits.

Deferred choice decision: transitional arrangements

19.—(1) This regulation applies where, when these Regulations come into force, M—

- (a) is an active or a deferred member,
- (b) has notified the scheme manager that they intend to claim benefits in relation to their remediable service, and
- (c) the notification period in regulation 15(2) has lapsed in relation to that notification.

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

RHAN 4

Darpariaeth ynghylch trefniadau ysgaru a diddymu

PENNOD 1

Aelodau â chredyd pensiwn ac aelodau â debyd pensiwn

ADRAN 1

Cymhwyso a dehongli Pennod 1

Cymhwyso a dehongli Pennod 1

20.—(1) Mae'r Bennod hon yn gymwys mewn perthynas ag—

- (a) aelod â chredyd pensiwn (“C”),
- (b) yr aelod â debyd pensiwn cyfatebol (“D”), ac
- (c) y gorchymyn rhannu pensiwn y daeth C yn aelod â chredyd pensiwn yn ei rinwedd mewn perthynas â gwasanaeth rhwymediol D (y “gorchymyn rhannu pensiwn perthnasol”).

(2) Yn y Bennod hon—

ystyr “aelod â chredyd pensiwn” (“*pension credit member*”) yw aelod o gynllun pensiwn diffoddwyr tân sydd â hawliau o dan y cynllun—

- (a) y gellir eu priodoli (yn uniongyrchol neu'n anuniongyrchol) i gredyd pensiwn(1),
- (b) sy'n codi yn rhinwedd gorchymyn rhannu pensiwn sydd â dyddiad trosglwyddo ar 1 Ebrill 2015 neu ar ôl hynny, ac
- (c) y canfuwyd eu gwerth (i unrhyw raddau) drwy gyfeirio at werth buddion sy'n daladwy mewn cysylltiad â gwasanaeth rhwymediol aelod arall;

ystyr “aelod â debyd pensiwn cyfatebol” (“*corresponding pension debit member*”) yw'r aelod y cyfeirir ato yn is-baragraff (c) o'r diffiniad o “aelod â chredyd pensiwn”;

ystyr “buddion perthnasol rhwymediol” (“*remediable relevant benefits*”) yw'r buddion neu'r buddion yn y dyfodol a ddisgrifir yn adran 29(4) a (5) o DDLIPh 1999(2) y mae gan D hawlogaeth iddynt yn rhinwedd hawliau rhanadwy rhwymediol;

ystyr “C” (“C”) yw'r aelod â chredyd pensiwn a grybwyllir ym mharagraff (1)(a);

(1) Gweler adran 19(7) o DPGCSB 2022 am ystyron “pension debit” a “pension credit”.

(2) Ystyr “DDLIPh 1999”, yn unol â'r diffiniad o “WRPA 1999” yn adran 110(1) o DPGCSB 2022, yw Deddf Diwygio Lles a Phensiynau 1999 (p. 30).

PART 4

Provision about divorce and dissolution arrangements

CHAPTER 1

Pension credit and pension debit members

SECTION 1

Application and interpretation of Chapter 1

Application and interpretation of Chapter 1

20.—(1) This Chapter applies in relation to—

- (a) a pension credit member (“C”),
- (b) the corresponding pension debit member (“D”), and
- (c) the pension sharing order by virtue of which C became a pension credit member in relation to D's remediable service (the “relevant pension sharing order”).

(2) In this Chapter—

“appropriate person” (“*person priodol*”) means—

- (a) D, or
- (b) where D is deceased, D's personal representatives;

“C” (“C”) means the pension credit member mentioned in paragraph (1)(a);

“cash equivalent” (“*cyfwerth ariannol*”) means an amount calculated in accordance with regulations made under section 30 of WRPA 1999(1);

“corresponding pension debit member” (“*aelod â debyd pensiwn cyfatebol*”) means the member referred to in sub-paragraph (c) of the definition of “pension credit member”;

“D” (“D”) means the corresponding pension debit member mentioned in paragraph (1)(b);

“pension credit member” (“*aelod â chredyd pensiwn*”) means a member of a firefighters' pension scheme who has rights under the scheme—

- (a) which are attributable (directly or indirectly) to a pension credit(2),

(1) In accordance with section 110(1) of the PSPJO 2022, “WRPA 1999” means the Welfare Reform and Pensions Act 1999 (c. 30).

(2) See section 19(7) of the PSPJOA 2022 for the meanings of “pension debit” and “pension credit”.

ystyr “cyfwerth ariannol” (“*cash equivalent*”) yw swm a gyfrifir yn unol â rheoliadau a wneir o dan adran 30 o DDLIPh 1999(1);

ystyr “D” (“*D*”) yw’r aelod â debyd pensiwn cyfatebol a grybwyllir ym mharagraff (1)(b);

mae i “diwrnod prisio” yr ystyr a roddir i “valuation day” yn adran 29(7) o DDLIPh 1999;

ystyr “diwrnod trosglwyddo” (“*transfer day*”) yw’r diwrnod y mae’r gorchymyn rhannu pensiwn perthnasol yn cael effaith;

ystyr “gorchymyn rhannu pensiwn” (“*pension sharing order*”) yw’r gorchymyn neu’r ddarpariaeth y mae adran 29 o DDLIPh 1999 yn gymwys yn ei rinwedd neu yn ei rhinwedd mewn perthynas ag aelod â chredyd pensiwn a’r aelod â debyd pensiwn cyfatebol;

mae i “gorchymyn rhannu pensiwn perthnasol” (“*relevant pension sharing order*”) yr ystyr a roddir ym mharagraff (1)(c);

mae i “hawliau rhanadwy” yr ystyr a roddir i “shareable rights” yn adran 27(2) o DDLIPh 1999;

ystyr “hawliau rhanadwy rhwymediol” (“*remediable shareable rights*”) yw hawliau rhanadwy D a sicrhawyd yn rhinwedd gwasanaeth rhwymediol D yn ystod y cyfnod sy’n dechrau ar 1 Ebrill 2015 ac yn dod i ben ar y cynharaf o—

- (a) y diwrnod cyn y dyddiad trosglwyddo, neu
- (b) diwrnod olaf gwasanaeth rhwymediol D;

ystyr “person priodol” (“*appropriate person*”) yw—

- (a) D, neu
- (b) pan fo D yn ymadawedig, cynrychiolwyr personol D.

ADRAN 2

Gorchymynion rhannu pensiwn: gwybodaeth a ddarparwyd cyn 1 Hydref 2023

Cymhwyso a dehongli Adran 2

21.—(1) Mae’r Adran hon yn gymwys pan fo’r rheolwr cynllun, cyn 1 Hydref 2023, wedi darparu gwybodaeth at ddiben canfod symiau o dan adran 29 o DDLIPh 1999 mewn cysylltiad â gwasanaeth rhwymediol aelod rhwymedi.

(2) Yn yr Adran hon—

mae i “addasiad credyd rhwymediol” (“*remediable credit adjustment*”) yr ystyr a roddir yn rheoliad 23(2);

(b) which arise by virtue of a pension sharing order with a transfer day on or after 1 April 2015, and

(c) the value of which was determined (to any extent) by reference to the value of benefits payable in respect of the remediable service of another member;

“pension sharing order” (“*gorchymyn rhannu pensiwn*”) means the order or provision by virtue of which section 29 of WRPA 1999 applies in relation to a pension credit member and the corresponding pension debit member;

“relevant pension sharing order” (“*gorchymyn rhannu pensiwn perthnasol*”) has the meaning given in paragraph (1)(c);

“remediable relevant benefits” (“*buddion perthnasol rhwymediol*”) means the benefits or future benefits described in section 29(4) and (5) of WRPA 1999 to which D is entitled by virtue of remediable shareable rights;

“remediable shareable rights” (“*hawliau rhanadwy rhwymediol*”) means D’s shareable rights secured by virtue of D’s remediable service during the period beginning on 1 April 2015 and ending on the earlier of—

- (a) the day before the transfer date, or
- (b) the last day of D’s remediable service;

“shareable rights” (“*hawliau rhanadwy*”) has the meaning given in section 27(2) of WRPA 1999;

“transfer day” (“*diwrnod trosglwyddo*”) means the day on which the relevant pension sharing order takes effect;

“valuation day” (“*diwrnod prisio*”) has the meaning given in section 29(7) of WRPA 1999.

SECTION 2

Pension sharing orders: information provided before 1 October 2023

Application and interpretation of Section 2

21.—(1) This Section applies where, before 1 October 2023, the scheme manager has provided information for the purpose of determining amounts under section 29 of WRPA 1999 in respect of a remedy member’s remediable service.

(2) In this Section—

“alternative amount” (“*swm amgen*”) has the meaning given in regulation 22;

“alternative reduction amount” (“*swm lleihau amgen*”) and “alternative reduction amounts” (“*symiau lleihau amgen*”) have the meaning given in regulation 25(3) and (4);

(1) Yn unol ag adran 110(1) o DPGCSB 2022, ystyr “WRPA 1999” yw Deddf Diwygio Lles a Phensiynau 1999 (p. 30).

mae i “cyfrif pensiwn C” (“*C’s pension account*”) yr ystyr a roddir yn rheoliad 24(4);

ystyr “cynllun amgen” (“*alternative scheme*”), mewn perthynas â gorchymyn rhannu pensiwn nad yw’n ymwneud â gwasanaeth cymysg, yw—

- (a) cynllun 2015, pan mai cynllun gwaddol D yw’r cynllun cychwynnol;
- (b) cynllun gwaddol D, pan mai cynllun 2015 yw’r cynllun cychwynnol;

ystyr “cynllun cychwynnol” (“*initial scheme*”), mewn perthynas â gorchymyn rhannu pensiwn perthnasol nad yw’n ymwneud â gwasanaeth cymysg, yw’r cynllun pensiwn diffoddwyr tân y canfuwyd swm cychwynnol neu swm lleihau cychwynnol mewn cysylltiad ag ef;

mae i “swm amgen” (“*alternative amount*”) yr ystyr a roddir yn rheoliad 22;

ystyr “swm cychwynnol” (“*initial amount*”) yw’r cyfanswm a ganfyddir at ddibenion y gorchymyn rhannu pensiwn perthnasol o dan adran 29(2) a (3) o DDLIPh 1999 mewn perthynas â hawliau rhanadwy rhwymediol D;

mae i “swm lleihau amgen” (“*alternative reduction amount*”) a “symiau lleihau amgen” (“*alternative reduction amounts*”) yr ystyron a roddir yn rheoliad 25(3) a (4);

ystyr “swm lleihau cychwynnol” (“*initial reduction amount*”) yw’r swm y lleihawyd buddion perthnasol rhwymediol D yn ei ôl yn unol â’r gorchymyn rhannu pensiwn perthnasol.

(3) At ddibenion yr adran hon, mae gorchymyn rhannu pensiwn perthnasol yn ymwneud â gwasanaeth cymysg os yw’n cydymffurfio â pharagraff (4).

(4) Mae gorchymyn rhannu pensiwn perthnasol yn cydymffurfio â’r paragraff hwn—

- (a) os yw’n pennu swm priodol yn unol ag adran 29(2) neu (3) o DDLIPh 1999,
- (b) os pennir y swm drwy gyfeirio at werth buddion perthnasol rhwymediol y mae gan D hawlogaeth iddynt,
- (c) os oes gan D hawlogaeth i’r buddion hynny yn rhinwedd hawliau rhanadwy rhwymediol a sicrhawyd yng nghynllun gwaddol D ac yng nghynllun 2015,

(ac, yn unol â hynny, nid yw gorchymyn rhannu pensiwn perthnasol yn ymwneud â gwasanaeth cymysg os yw’n pennu swm priodol drwy gyfeirio at hawliau rhanadwy rhwymediol a sicrhawyd yn un o’r cynlluniau hynny yn unig).

“alternative scheme” (“*cynllun amgen*”), in relation to a pension sharing order that does not relate to mixed service, means—

- (a) where the initial scheme is D’s legacy scheme, the 2015 scheme;
- (b) where the initial scheme is the 2015 scheme, D’s legacy scheme;

“C’s pension account” (“*cyfrif pensiwn C*”) has the meaning given in regulation 24(4);

“initial amount” (“*swm cychwynnol*”) means the total amount determined for the purposes of the relevant pension sharing order under section 29(2) and (3) of WRPA 1999 in relation to D’s remediable shareable rights;

“initial reduction amount” (“*swm lleihau cychwynnol*”) means the amount by which D’s remediable relevant benefits were reduced pursuant to the relevant pension sharing order;

“initial scheme” (“*cynllun cychwynnol*”), in relation to a relevant pension sharing order that does not relate to mixed service, means the firefighters’ pension scheme in respect of which an initial amount or initial reduction amount was determined;

“remediable credit adjustment” (“*addasiad credyd rhwymediol*”) has the meaning given in regulation 23(2).

(3) For the purposes of this Section, a relevant pension sharing order relates to mixed service if it complies with paragraph (4).

(4) A relevant pension sharing order complies with this paragraph if—

- (a) it specifies an appropriate amount in accordance with section 29(2) or (3) of WRPA 1999,
- (b) the amount is specified by reference to the value of remediable relevant benefits to which D is entitled,
- (c) D is entitled to those benefits by virtue of remediable shareable rights secured in both D’s legacy scheme and the 2015 scheme,

(and, accordingly, a relevant pension sharing order does not relate to mixed service if it specifies an appropriate amount by reference to remediable shareable rights secured in only one of those schemes).

Ystyr “swm amgen”

22.—(1) Ystyr “swm amgen” (“*alternative amount*”) yw—

- (a) mewn perthynas â gorchymyn rhannu pensiwn perthnasol nad yw’n ymwneud â gwasanaeth cymysg, ac—
 - (i) pan ganfuwyd y swm cychwynnol o dan adran 29(2) o DDLIPh 1999 mewn perthynas â gwerth canrannol i’w drosglwyddo o’r cynllun cychwynnol, y swm a fyddai wedi ei ganfod drwy gymhwyso’r gwerth canrannol perthnasol o dan adran 29(2) ar y diwrnod prisio pe bai’r buddion perthnasol rhwymediol wedi eu sicrhau yn y cynllun amgen;
 - (ii) pan ganfuwyd y swm cychwynnol o dan adran 29(3) o DDLIPh 1999 mewn perthynas â swm i’w drosglwyddo o’r cynllun cychwynnol, y swm sy’n hafal i’r ganran ymhlyg o gyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio a ganfuwyd fel pe bai’r buddion perthnasol rhwymediol wedi eu sicrhau yn y cynllun amgen;
- (b) mewn perthynas â gorchymyn rhannu pensiwn perthnasol sy’n ymwneud â gwasanaeth cymysg, y mwyaf o—
 - (i) swm y cynllun gwaddol, a
 - (ii) swm cynllun 2015.

(2) Ym mharagraff (1)(b)—

ystyr “swm cynllun 2015” (“*2015 scheme amount*”) yw pan ganfuwyd y swm cychwynnol mewn perthynas ag—

- (a) gwerth canrannol i’w drosglwyddo o’r cynllun gwaddol ac o gynllun 2015, y swm a fyddai wedi ei ganfod drwy gymhwyso—
 - (i) gwerth canrannol y cynllun gwaddol, mewn perthynas â buddion perthnasol rhwymediol cyn tapro, a
 - (ii) gwerth canrannol cynllun 2015, mewn perthynas â buddion perthnasol rhwymediol ar ôl tapro,o dan adran 29(2) o DDLIPh 1999 ar y diwrnod prisio pe bai’r holl fuddion perthnasol rhwymediol wedi eu sicrhau yng nghynllun 2015;
- (b) swm i’w drosglwyddo o’r cynllun gwaddol ac o gynllun 2015, y swm sy’n hafal i’r ganran ymhlyg o gyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio a ganfuwyd fel pe bai’r holl fuddion perthnasol rhwymediol wedi eu sicrhau yng nghynllun 2015;

Meaning of “alternative amount”

22.—(1) “Alternative amount” means—

- (a) in relation to a relevant pension sharing order that does not relate to mixed service, and—
 - (i) where the initial amount was determined under section 29(2) of WRPA 1999 in relation to a percentage value to be transferred from the initial scheme, the amount that would have been determined applying the relevant percentage value under section 29(2) on the valuation day if the remediable relevant benefits had been secured in the alternative scheme;
 - (ii) where the initial amount was determined under section 29(3) of WRPA 1999 in relation to an amount to be transferred from the initial scheme, the amount equal to the implied percentage of the cash equivalent of the remediable relevant benefits on the valuation day determined as if the remediable relevant benefits had been secured in the alternative scheme;
- (b) in relation to a relevant pension sharing order that relates to mixed service, the greater of—
 - (i) the legacy scheme amount, and
 - (ii) the 2015 scheme amount.

(2) In paragraph (1)(b)—

“2015 scheme amount” (“*swm cynllun 2015*”) means where the initial amount was determined in relation to—

- (a) a percentage value to be transferred from both the legacy scheme and the 2015 scheme, the amount that would have been determined applying—
 - (i) in relation to pre-taper remediable relevant benefits, the legacy scheme percentage value, and
 - (ii) in relation to post-taper remediable relevant benefits, the 2015 scheme percentage value,under section 29(2) of WRPA 1999 on the valuation day if all of the remediable relevant benefits had been secured in the 2015 scheme;
- (b) an amount to be transferred from both the legacy scheme and the 2015 scheme, the amount equal to the implied percentage of the cash equivalent of the remediable relevant benefits on the valuation day determined as if all of the remediable relevant benefits had been secured in the 2015 scheme.

ystyr “swm cynllun gwaddol” (“*legacy scheme amount*”) yw, pan ganfuwyd y swm cychwynnol mewn perthynas ag—

- (a) gwerth canrannol i’w drosglwyddo o’r cynllun gwaddol ac o gynllun 2015, y swm a fyddai wedi ei ganfod drwy gymhwyso—
 - (i) gwerth canrannol y cynllun gwaddol, mewn perthynas â buddion perthnasol rhwymediol cyn tapro, a
 - (ii) gwerth canrannol cynllun 2015, mewn perthynas â buddion perthnasol rhwymediol ar ôl tapro,o dan adran 29(2) ar y diwrnod prisio pe bai’r holl fuddion perthnasol rhwymediol wedi eu sicrhau yn y cynllun gwaddol;
- (b) swm i’w drosglwyddo o’r cynllun gwaddol ac o gynllun 2015, y swm sy’n hafal i’r ganran ymhlyg o gyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio a ganfuwyd fel pe bai’r holl fuddion perthnasol rhwymediol wedi eu sicrhau yn y cynllun gwaddol.

(3) Yn y rheoliad hwn—

ystyr “buddion perthnasol rhwymediol ar ôl tapro” (“*post-taper remediable relevant benefits*”) yw’r buddion perthnasol rhwymediol y mae gan aelod â debyd pensiwn cyfatebol (“D”) hawlogaeth iddynt yn rhinwedd hawliau rhanadwy rhwymediol a sicrhawyd yn rhinwedd gwasanaeth rhwymediol D ar ôl dyddiad cau diogelwch taprog D;

ystyr “buddion perthnasol rhwymediol cyn tapro” (“*pre-taper remediable relevant benefits*”) yw’r buddion perthnasol rhwymediol y mae gan D hawlogaeth iddynt yn rhinwedd hawliau rhanadwy rhwymediol a sicrhawyd yn rhinwedd gwasanaeth rhwymediol D ar ddyddiad cau diogelwch taprog D neu cyn hynny;

ystyr “canran ymhlyg” (“*implied percentage*”), mewn perthynas â gwerth buddion o dan gynllun pensiwn diffoddwyr tân, yw’r ganran yr oedd swm cychwynnol a ganfuwyd o dan adran 29(3) o DDLIPh 1999 yn ei chynrychioli o gyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio;

mae i “dyddiad cau diogelwch taprog” (“*tapered protection closing date*”), mewn perthynas â D, yr ystyr a roddir ym mharagraff 3 o Atodlen 2 i Reoliadau 2015;

ystyr “gwerth canrannol cynllun 2015” (“*2015 scheme percentage value*”) yw’r gwerth canrannol a bennir mewn gorchymyn rhannu pensiwn perthnasol mewn perthynas â chynllun 2015 at ddiben canfod swm o dan adran 29(2) o DDLIPh 1999;

“legacy scheme amount” (“*swm cynllun gwaddol*”) means, where the initial amount was determined in relation to—

- (a) a percentage value to be transferred from both the legacy scheme and the 2015 scheme, the amount that would have been determined applying—
 - (i) in relation to pre-taper remediable relevant benefits, the legacy scheme percentage value, and
 - (ii) in relation to post-taper remediable relevant benefits, the 2015 scheme percentage value,under section 29(2) on the valuation day if all of the remediable relevant benefits had been secured in the legacy scheme;
- (b) an amount to be transferred from both the legacy scheme and the 2015 scheme, the amount equal to the implied percentage of the cash equivalent of the remediable relevant benefits on the valuation day determined as if all of the remediable relevant benefits had been secured in the legacy scheme;

(3) In this regulation—

“2015 scheme percentage value” (“*gwerth canrannol cynllun 2015*”) means the percentage value specified in a relevant pension sharing order in relation to the 2015 scheme for the purpose of determining an amount under section 29(2) of WRPA 1999;

“implied percentage” (“*canran ymhlyg*”), in relation to the value of benefits under a firefighters’ pension scheme, means the percentage that an initial amount determined under section 29(3) of WRPA 1999 represented of the cash equivalent of the remediable relevant benefits on the valuation day;

“legacy scheme percentage value” (“*gwerth canrannol cynllun gwaddol*”) means the percentage value specified in a relevant pension sharing order in relation to D’s legacy scheme for the purpose of determining an amount under section 29(2) of WRPA 1999;

“post-taper remediable relevant benefits” (“*buddion perthnasol rhwymediol ar ôl tapro*”) means the remediable relevant benefits to which a corresponding pension debit member (“D”) is entitled by virtue of remediable shareable rights secured by virtue of D’s remediable service after D’s tapered protection closing date;

ystyr “gwerth canrannol cynllun gwaddol” (“*legacy scheme percentage value*”) yw’r gwerth canrannol a bennir mewn gorchymyn rhannu pensiwn perthnasol mewn perthynas â chynllun gwaddol D at ddiben canfod swm o dan adran 29(2) o DDLIPh 1999;

ystyr “gwerth canrannol perthnasol” (“*relevant percentage value*”) yw—

- (a) pan fo’r gorchymyn rhannu pensiwn perthnasol yn pennu gwerth canrannol mewn perthynas â’r cynllun cychwynnol yn unig at ddiben canfod swm o dan adran 29(2) o DDLIPh 1999, y gwerth canrannol hwnnw;
- (b) fel arall, y gwerth canrannol a bennir mewn perthynas â’r cynllun amgen.

“pre-taper remediable relevant benefits” (“*buddion perthnasol rhwymediol cyn tapro*”) means remediable relevant benefits to which D is entitled by virtue of remediable shareable rights secured by virtue of D’s remediable service on or before D’s tapered protection closing date;

“relevant percentage value” (“*gwerth canrannol perthnasol*”) means—

- (a) where the relevant pension sharing order specifies a percentage value in relation to only the initial scheme for the purpose of determining an amount under section 29(2) of WRPA 1999, that percentage value;
 - (b) otherwise, the percentage value that is specified in relation to the alternative scheme;
- “tapered protection closing date” (“*dyddiad cau diogelwch taprog*”), in relation to D, has the meaning given in paragraph 3 of Schedule 2 to the 2015 Regulations.

Gwybodaeth a ddarperir cyn 1 Hydref 2023: cyfrifo addasiad credyd rhwymediol

23.—(1) Rhaid i’r rheolwr cynllun ganfod y swm amgen mewn perthynas â chredyd pensiwn C—

- (a) cyn gynted ag y bo’n rhesymol ymarferol ar ôl 30 Medi 2023, a
- (b) ar ôl ymgynghori ag actiwari’r cynllun.

(2) Pan fo—

- (a) y swm amgen yn fwy na’r swm cychwynnol, neu
- (b) y gorchymyn rhannu pensiwn perthnasol yn ymwneud â gwasanaeth cymysg a’r swm amgen yn llai na’r swm cychwynnol,

mae cyfrif pensiwn C yn ddarostyngedig i addasiad (“addasiad credyd rhwymediol”) sy’n hafal i’r gwahaniaeth.

(3) Rhaid i’r rheolwr cynllun, erbyn diwedd 30 Medi 2024, ddarparu i C ddatganiad sy’n nodi—

- (a) y swm amgen,
- (b) unrhyw addasiad credyd rhwymediol, ac
- (c) pan fo rheoliad 24(4)(b) yn gymwys mewn perthynas ag C, eglurhad o’r cais y caniateir ei wneud yn unol â rheoliad 24(5) a chanlyniadau gwneud y cais hwnnw, neu beidio â gwneud y cais hwnnw.

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

23.—(1) The scheme manager must determine the alternative amount in relation to C’s pension credit—

- (a) as soon as reasonably practicable after 30 September 2023, and
- (b) having consulted the scheme actuary.

(2) Where—

- (a) the alternative amount is greater than the initial amount, or
- (b) the relevant pension sharing order relates to mixed service and the alternative amount is lower than the initial amount,

C’s pension account is subject to an adjustment (a “remediable credit adjustment”) equal to the difference.

(3) The scheme manager must, by the end of 30 September 2024, provide C with a statement setting out—

- (a) the alternative amount,
- (b) any remediable credit adjustment, and
- (c) where regulation 24(4)(b) applies in relation to C, an explanation of the request that may be made in accordance with regulation 24(5) and the consequences of making, or not making, such a request.

Gwybodaeth a ddarperir cyn 1 Hydref 2023: cynhwysio addasiad credyd rhwymediol

24.—(1) Mae'r rheoliad hwn yn gymwys pan fo cyfrif credyd pensiwn C yn ddarostyngedig i addasiad credyd rhwymediol.

(2) Rhaid i'r rheolwr cynllun addasu cyfrif pensiwn C yn ôl swm sy'n hafal i'r addasiad credyd rhwymediol.

(3) Mae addasiad a wneir o dan baragraff (2) yn cael effaith fel pe bai wedi ei wneud ar y diwrnod trosglwyddo.

(4) Ym mharagraff (2), ystyr "cyfrif pensiwn C", pan fo gan C, mewn perthynas â'r gorchymyn rhannu pensiwn perthnasol—

- (a) credyd pensiwn mewn un cynllun pensiwn diffoddwyr tân yn unig, yw cyfrif aelod â chredyd pensiwn C o dan y cynllun hwnnw;
- (b) credyd pensiwn mewn cynllun gwaddol ac yng nghynllun 2015 yw—
 - (i) y cyfrif pensiwn sydd wedi ei nodi gan C mewn cais a wneir yn unol â pharagraff (5), neu
 - (ii) os na wneir unrhyw gais yn unol â pharagraff (5), gyfrif pensiwn C o dan y cynllun gwaddol.

(5) Gwneir cais yn unol â'r paragraff hwn os—

- (a) mae wedi ei wneud yn ysgrifenedig i'r rheolwr cynllun,
- (b) mae ar ffurf sydd wedi ei phennu gan y rheolwr cynllun,
- (c) mae'n nodi'n glir pa rai o gyfrifon pensiwn C y mae C am iddynt gael eu haddasu, a
- (d) daw i law'r rheolwr cynllun erbyn—
 - (i) diwedd y dydd 6 mis ar ôl y dyddiad y rhoddwyd y datganiad sy'n ofynnol gan reoliad 23(3) i C, neu
 - (ii) diwedd unrhyw ddiwrnod diweddarach y mae'r rheolwr cynllun yn ystyried ei fod yn rhesymol o dan yr holl amgylchiadau.

(6) Mae cais a wneir yn unol â pharagraff (5) yn ddi-alw'n-ôl.

(7) Mae adran 14(3) i (6) o DPGCSB 2022 yn gymwys mewn perthynas ag C fel y mae'n gymwys mewn perthynas ag aelod a ddisgrifir yn adran 14(1) fel pe bai—

- (a) cyfeiriad at gynllun gwaddol Pennod 1 yn gyfeiriad at y cynllun pensiwn diffoddwyr tân y mae gan C gredyd pensiwn ynddo;

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

24.—(1) This regulation applies where C's pension credit account is subject to a remediable credit adjustment.

(2) The scheme manager must adjust C's pension account by an amount equal to the remediable credit adjustment.

(3) An adjustment made under paragraph (2) has effect as if it had been made on the transfer day.

(4) In paragraph (2), "C's pension account" means, where C has, in relation to the relevant pension sharing order—

- (a) a pension credit in only one firefighters' pension scheme, C's pension credit member account under that scheme;
- (b) a pension credit in a legacy scheme and the 2015 scheme—
 - (i) the pension account identified by C in a request made in accordance with paragraph (5), or
 - (ii) if no request is made in accordance with paragraph (5), C's pension account under the legacy scheme.

(5) A request is made in accordance with this paragraph if—

- (a) it is made in writing to the scheme manager,
- (b) it is in a form determined by the scheme manager,
- (c) it clearly identifies which of C's pension accounts C wants adjusted, and
- (d) it is received by the scheme manager by—
 - (i) the end of the day 6 months after the date the statement required by regulation 23(3) was provided to C, or
 - (ii) the end of such later day that the scheme manager considers reasonable in all the circumstances.

(6) A request made in accordance with paragraph (5) is irrevocable.

(7) Section 14(3) to (6) of the PSPJOA 2022 applies in relation to C as it applies in relation to a member described in section 14(1) as if—

- (a) a reference to a Chapter 1 legacy scheme were a reference to the firefighters' pension scheme in which C has a pension credit;

- (b) cyfeiriad at wasanaeth rhwymediol A mewn cyflogaeth yn gyfeiriad at gredyd pensiwn C;
- (c) cyfeiriad at effaith adrannau 2(1) a 6(4), os oes effaith iddynt, yn gyfeiriad at effaith y rheoliad hwn, os oes effaith iddo;
- (d) y term “adeg weithredol” yn golygu’r adeg pan wneir yr addasiad a grybwyllir ym mharagraff (2) (gan ddiystyru paragraff (3)).

- (b) a reference to M’s remediable service in an employment were a reference to C’s pension credit;
- (c) a reference to the effect, if any, of sections 2(1) and 6(4) were a reference to the effect, if any, of this regulation;
- (d) the term “operative time” means the time at which the adjustment mentioned in paragraph (2) is made (disregarding paragraph (3)).

Gwybodaeth a ddarperir cyn 1 Hydref 2023: ailgyfrifo lleihad buddion D

25.—(1) Mae’r rheoliad hwn yn gymwys pan fo buddion perthnasol rhwymediol D wedi eu lleihau yn ôl swm lleihau cychwynnol.

(2) Rhaid i’r rheolwr cynllun ganfod y swm lleihau amgen neu, pan fo’r gorchymyn rhannu pensiwn perthnasol yn ymwneud â gwasanaeth cymysg, y symiau lleihau amgen, mewn perthynas â buddion perthnasol rhwymediol D—

- (a) cyn gynted ag y bo’n rhesymol ymarferol ar ôl 30 Medi 2023, a
- (b) ar ôl ymgynghori ag actiwari’r cynllun.

(3) Pan nad yw’r gorchymyn rhannu pensiwn perthnasol yn ymwneud â gwasanaeth cymysg, y “swm lleihau amgen” yw unrhyw swm y mae’r rheolwr cynllun yn ystyried ei fod yn briodol gan roi sylw i—

- (a) cyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio fel pe baent yn fuddion perthnasol rhwymediol o dan y cynllun amgen,
- (b) y gwerth canrannol neu’r swm i’w drosglwyddo a bennir yn y gorchymyn rhannu pensiwn perthnasol, ac
- (c) darpariaethau adrannau 29 ac 31 o DDLIPh 1999.

(4) Pan fo’r gorchymyn rhannu pensiwn perthnasol yn ymwneud â gwasanaeth cymysg, y “symiau lleihau amgen” yw unrhyw symiau y mae’r rheolwr cynllun yn ystyried eu bod yn briodol gan roi sylw i—

- (a) cyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio fel pe baent i gyd wedi eu sicrhau—
 - (i) yn y cynllun gwaddol, ac ar wahân
 - (ii) yng nghynllun 2015, a
- (b) y materion a grybwyllir ym mharagraff (3)(b) ac (c).

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

25.—(1) This regulation applies where D’s remediable relevant benefits have been reduced by an initial reduction amount.

(2) The scheme manager must determine the alternative reduction amount or, where the relevant pension sharing order relates to mixed service, the alternative reduction amounts, in relation to D’s remediable relevant benefits—

- (a) as soon as reasonably practicable after 30 September 2023, and
- (b) having consulted the scheme actuary.

(3) Where the relevant pension sharing order does not relate to mixed service, the “alternative reduction amount” is such amount as the scheme manager considers appropriate having regard to—

- (a) the cash equivalent of the remediable relevant benefits on the valuation day as if they had been remediable relevant benefits under the alternative scheme,
- (b) the percentage value or the amount to be transferred specified in the relevant pension sharing order, and
- (c) the provisions of sections 29 and 31 of WRPA 1999.

(4) Where the relevant pension sharing order relates to mixed service, the “alternative reduction amounts” are such amounts as the scheme manager considers appropriate having regard to—

- (a) the cash equivalent of the remediable relevant benefits on the valuation day as if they had all been secured in—
 - (i) the legacy scheme, and separately
 - (ii) the 2015 scheme, and
- (b) the matters mentioned in paragraph (3)(b) and (c).

Cymhwyso a dehongli Adran 3

26.—(1) Mae'r Adran hon yn gymwys pan fo'r rheolwr cynllun, ar 1 Hydref 2023 neu ar ôl hynny, yn darparu gwybodaeth at ddiben canfod symiau o dan adran 29 o DDLIPh 1999 mewn cysylltiad â gwasanaeth rhwymediol aelod rhwymedi.

(2) Yn yr Adran hon—

ystyr “aelod-bensiynwr dewis ar unwaith” (“*immediate choice pensioner member*”) yw aelod dewis ar unwaith sydd, yn union cyn i'r Rheoliadau hyn ddod i rym, yn aelod-bensiynwr mewn perthynas â'i wasanaeth rhwymediol;

mae i “cyfwerth ariannol cynllun 2015” (“*2015 scheme cash equivalent*”) yr ystyr a roddir yn rheoliad 27(2)(b);

mae i “cyfwerth ariannol cynllun gwaddol” (“*legacy scheme cash equivalent*”) yr ystyr a roddir yn rheoliad 27(2)(a);

mae i “swm lleihau amgen” (“*alternative reduction amount*”) yr ystyr a roddir yn rheoliad 28(3);

ystyr “swm priodol” (“*appropriate amount*”) yw'r swm a gyfrifir at ddiben adran 29(1) o DDLIPh 1999.

Gwybodaeth a ddarperir ar 1 Hydref 2023 neu ar ôl hynny: cyfrifo credydau a debydau pensiwn

27.—(1) Mae'r rheoliad hwn yn gymwys pan fo D—

(a) yn aelod dewis gohriedig ac nad oes buddion pensiwn wedi dod yn daladwy mewn perthynas â gwasanaeth rhwymediol D, neu

(b) yn aelod-bensiynwr dewis ar unwaith ac—

(i) nad yw diwedd y cyfnod dewisiad adran 6 mewn perthynas â D wedi mynd heibio, a

(ii) nad oes penderfyniad dewis ar unwaith wedi ei wneud mewn perthynas â gwasanaeth rhwymediol D.

(2) At ddiben cyfrifo'r swm priodol, rhaid i'r rheolwr cynllun ganfod—

(a) cyfwerth ariannol buddion perthnasol rhwymediol D ar y diwrnod prisio fel pe bai'r buddion perthnasol rhwymediol hynny yng nghynllun gwaddol D (“cyfwerth ariannol y cynllun gwaddol”), a

Application and interpretation of Section 3

26.—(1) This Section applies where, on or after 1 October 2023, the scheme manager provides information for the purpose of determining amounts under section 29 of WRPA 1999 in respect of a remedy member's remediable service.

(2) In this Section—

“2015 scheme cash equivalent” (“*cyfwerth ariannol cynllun 2015*”) has the meaning given in regulation 27(2)(b);

“alternative reduction amount” (“*swm lleihau amgen*”) has the meaning given in regulation 28(3);

“appropriate amount” (“*swm priodol*”) means the amount calculated for the purpose of section 29(1) of WRPA 1999;

“immediate choice pensioner member” (“*aelod-bensiynwr dewis ar unwaith*”) means an immediate choice member who is, immediately before these Regulations come into force, a pensioner member in relation to their remediable service;

“legacy scheme cash equivalent” (“*cyfwerth ariannol cynllun gwaddol*”) has the meaning given in regulation 27(2)(a).

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

27.—(1) This regulation applies where D is—

(a) a deferred choice member and no pension benefits have become payable in relation to D's remediable service, or

(b) an immediate choice pensioner member and—

(i) the end of the section 6 election period in relation to D has not passed, and

(ii) no immediate choice decision has been made in relation to D's remediable service.

(2) For the purpose of calculating the appropriate amount, the scheme manager must determine—

(a) the cash equivalent of D's remediable relevant benefits on the valuation day as if those remediable relevant benefits were in D's legacy scheme (“the legacy scheme cash equivalent”), and

(b) cyfwerth ariannol y buddion hynny ar y diwrnod prisio fel pe baent yng nghynllun 2015 (“cyfwerth ariannol cynllun 2015”).

(3) At ddiben cyfrifo'r credyd pensiwn a'r debyd pensiwn, rhaid i'r rheolwr cynllun ddefnyddio'r mwyaf o—

- (a) cyfwerth ariannol y cynllun gwaddol, neu
- (b) cyfwerth ariannol cynllun 2015.

Gwybodaeth a ddarperir ar 1 Hydref 2023 neu ar ôl hynny: ailgyfrifo lleihad buddion D

28.—(1) Mae'r rheoliad hwn yn gymwys pan fo buddion perthnasol rhwymediol D i'w lleihau mewn perthynas â debyd pensiwn a gyfrifwyd o dan reoliad 27(3).

(2) Rhaid i'r rheolwr cynllun ganfod y swm lleihau amgen mewn perthynas â buddion perthnasol rhwymediol D—

- (a) cyn gynted ag y bo'n rhesymol ymarferol ar ôl y dyddiad trosglwyddo, a
- (b) ar ôl ymgynghori ag actiwari'r cynllun.

(3) Y “swm lleihau amgen” yw unrhyw swm y mae'r rheolwr cynllun yn ei ystyried yn briodol gan roi sylw i—

- (a) cyfwerth ariannol y buddion perthnasol rhwymediol ar y diwrnod prisio fel pe baent yn fuddion perthnasol rhwymediol a sicrhawyd—
 - (i) pan gyfrifwyd y debyd pensiwn a grybwyllir ym mharagraff (1) ar sail cyfwerth ariannol y cynllun gwaddol, yng nghynllun 2015;
 - (ii) pan gyfrifwyd y debyd pensiwn ar sail cyfwerth ariannol cynllun 2015, yn y cynllun gwaddol,
- (b) y gwerth canrannol neu'r swm i'w drosglwyddo a bennir yn y gorchymyn rhannu pensiwn perthnasol, a
- (c) darpariaethau adrannau 29 ac 31 o DDLIPh 1999.

(b) the cash equivalent of those benefits on the valuation day as if they were in the 2015 scheme (“the 2015 scheme cash equivalent”).

(3) For the purpose of calculating the pension credit and the pension debit, the scheme manager must use the greater of—

- (a) the legacy scheme cash equivalent, or
- (b) the 2015 scheme cash equivalent.

Information provided on or after 1 October 2023: recalculating D's reduction of benefit

28.—(1) This regulation applies where D's remediable relevant benefits are to be reduced in relation to a pension debit calculated under regulation 27(3).

(2) The scheme manager must determine the alternative reduction amount in relation to D's remediable relevant benefits—

- (a) as soon as reasonably practicable after the transfer date, and
- (b) having consulted the scheme actuary.

(3) The “alternative reduction amount” is such amount as the scheme manager considers appropriate having regard to—

- (a) the cash equivalent of the remediable relevant benefits on the valuation day as if they had been remediable relevant benefits secured in—
 - (i) where the pension debit mentioned in paragraph (1) was calculated on the basis of the legacy scheme cash equivalent, the 2015 scheme;
 - (ii) where the pension debit was calculated on the basis of the 2015 scheme cash equivalent, the legacy scheme,
- (b) the percentage value or the amount to be transferred specified in the relevant pension sharing order, and
- (c) the provisions of sections 29 and 31 of WRPA 1999.

Trefniant wrth ysgaru, dirymu neu ddi-ddymu heblaw gorchymyn rhannu pensiwn

Trefniadau heblaw gorchymyn rhannu pensiwn: cyfrifo gwerth buddion pensiwn

29.—(1) Mae'r rheoliad hwn yn gymwys—

- (a) pan fo rhaid canfod gwerth hawliau rhwymediol aelod (“A”) at ddiben achos sy'n gysylltiedig ag ysgariad neu ddirymiad A, neu ddi-ddymu partneriaeth sifil A,
- (b) pan fo'r ysgariad, y dirymiad neu'r diddymiad i gael effaith—
 - (i) ar 1 Hydref 2023 neu ar ôl hynny, a
 - (ii) cyn y cynharaf o—
 - (aa) penderfyniad yn cael effaith mewn perthynas â gwasanaeth rhwymediol A, neu
 - (bb) diwedd y cyfnod dewisiad perthnasol, a
- (c) pan nad yw gwerth hawliau rhwymediol A i fod yn ddarostyngedig i orchymyn rhannu pensiwn.

(2) Gwerth hawliau rhwymediol A at ddiben yr achos yw'r mwyaf o'r hawliau hynny a brisiwyd gan y rheolwr cynllun, ar ôl ymgynghori ag actiari'r cynllun, fel pe baent—

- (a) wedi eu sicrhau yng nghynllun gwaddol A, neu
- (b) wedi eu sicrhau yng nghynllun 2015.

(3) Yn y rheoliad hwn—

ystyr “cyfnod dewisiad perthnasol” (“*relevant election period*”) yw, pan fo A yn—

- (a) aelod dewis gohiriedig, y cyfnod gwneud dewisiad adran 10 mewn perthynas ag A;
- (b) aelod dewis ar unwaith, y cyfnod dewisiad adran 6 mewn perthynas ag A;

ystyr “gorchymyn rhannu pensiwn” (“*pension sharing order*”) yw gorchymyn neu ddarpariaeth sy'n atynnu adran 29 o DDLIPh 1999 mewn perthynas â hawliau rhwymediol A;

ystyr “hawliau rhwymediol” (“*remediable rights*”) yw'r hawliau a sicrhawyd yn rhinwedd gwasanaeth rhwymediol A;

ystyr “penderfyniad” (“*decision*”) yw penderfyniad dewis ar unwaith neu benderfyniad dewis gohiriedig.

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

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

29.—(1) This regulation applies where—

- (a) the value of the remediable rights of a member (“M”) must be determined for the purpose of proceedings connected to M’s divorce, annulment or the dissolution of M’s civil partnership,
- (b) the divorce, annulment or dissolution is to take effect—
 - (i) on or after 1 October 2023, and
 - (ii) before the earlier of—
 - (aa) a decision taking effect in relation to M’s remediable service, or
 - (bb) the end of the relevant election period, and
- (c) the value of M’s remediable rights is not to be subject to a pension sharing order.

(2) The value of M’s remediable rights for the purpose of the proceedings is the greater of those rights valued by the scheme manager, having consulted the scheme actuary, as if they were—

- (a) secured in M’s legacy scheme, or
- (b) secured in the 2015 scheme.

(3) In this regulation—

“decision” (“*penderfyniad*”) means an immediate choice decision or a deferred choice decision;

“pension sharing order” (“*gorchymyn rhannu pensiwn*”) means an order or provision which attracts section 29 of WRPA 1999 in relation to M’s remediable rights;

“relevant election period” (“*cyfnod dewisiad perthnasol*”) means, where M is—

- (a) a deferred choice member, the section 10 election period in relation to M;
- (b) an immediate choice member, the section 6 election period in relation to M;

“remediable rights” (“*hawliau rhwymediol*”) means the rights secured by virtue of M’s remediable service.

RHAN 5

Cyfraniadau gwirfoddol

Trin taliadau pensiwn ychwanegol cynllun 2015

30.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas â thaliad pensiwn ychwanegol rhwymediol a wnaed gan aelod rhwymedi ("A").

(2) Rhaid i'r rheolwr cynllun, cyn gynted ag y bo'n rhesymol ymarferol ar ôl 30 Medi 2023 ac ar ôl ymgynghori ag actiwari'r cynllun, ganfod y "swm y gellir digolledu amdano", sef swm fel digollediad sy'n hafal i—

- (a) cyfanswm holl daliadau pensiwn ychwanegol rhwymediol A, namyn
- (b) swm mewn cysylltiad â gwerth rhyddhad treth yn unol â chyfarwyddydau 5(5) i (9) o Gyfarwyddydau PGC 2022.

(3) Yn achos aelod dewis ar unwaith, rhaid i'r rheolwr cynllun nodi'r ffigur swm y gellir digolledu amdano gyda'r datganiad gwasanaeth rhwymediol perthnasol a anfonwyd yn unol â rheoliad 4.

(4) Pan wneir canfyddiad yn unol â chyfarwyddyd 5(8) o Gyfarwyddydau PGC 2022, mae'r canlynol yn gymwys—

- (a) cyfarwyddyd 5(10) (darparu eglurhad);
- (b) cyfarwyddyd 5(11) a (12) (apelau).

(5) Mae'r swm y gellir digolledu amdano yn ddyledus gan y rheolwr cynllun i A neu, pan fo A yn ymadawedig, i gynrychiolwyr personol A.

(6) Mae'r hawliau i fuddion a fyddai fel arall wedi eu sicrhau gan y taliad pensiwn ychwanegol rhwymediol wedi eu diddymu.

(7) Pan fo person wedi cael unrhyw fuddion pensiwn o dan gynllun 2015 yn rhinwedd hawliau a sicrhawyd gan daliad pensiwn ychwanegol rhwymediol, mae swm sy'n hafal i gyfanswm yr holl fuddion pensiwn hynny yn ddyledus gan y person i'r rheolwr cynllun.

(8) Nid yw paragraffau (5) i (7) ond yn gymwys mewn perthynas ag aelod dewis ar unwaith—

- (a) ar ôl i'r cyfnod dewisiad adran 6 ddod i ben yn unol ag adran 7(2) o DPGCSB 2022, neu os yw'n gynharach, yn union ar ôl i benderfyniad dewis ar unwaith gael ei wneud yn unol â Phennod 2 o'r Rheoliadau hyn, a
- (b) pan y penderfyniad dewis ar unwaith yw ar gyfer buddion cynllun gwaddol mewn perthynas â gwasanaeth rhwymediol A.

(9) Mae paragraff (10) yn gymwys pan fo A yn aelod dewis ar unwaith ac nad yw paragraffau (5) i (7) yn gymwys iddo, o ganlyniad i baragraff (8).

PART 5

Voluntary contributions

Treatment of 2015 scheme added pension payments

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

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

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

(3) In the case of an immediate choice member, the scheme manager must set out the compensatable amount figure with the relevant remediable service statement sent in accordance with regulation 4.

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

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

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

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

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

(8) Paragraphs (5) to (7) only apply in relation to an immediate choice member—

- (a) after the section 6 election period has expired in accordance with section 7(2) of the PSPJOA 2022, or if earlier, immediately after an immediate choice decision has been made in accordance with Chapter 2 of these Regulations, and
- (b) where the immediate choice decision is for legacy scheme benefits in relation to M's remediable service.

(9) Paragraph (10) applies where M is an immediate choice member for whom, as a result of paragraph (8), paragraphs (5) to (7) do not apply.

(10) Pan fo'r paragraff hwn yn gymwys—

- (a) mae'r hawliau i fuddion sydd wedi eu sicrhau yn rhinwedd y taliad pensiwn ychwanegol rhwymediol a grybwyllir ym mharagraff (1) i'w trin at ddibenion y Rheoliadau hyn a DPGCSB 2022 fel pe bai'r hawliau hynny wedi eu sicrhau yn rhinwedd gwasanaeth rhwymediol A, a
- (b) nid yw adran 2(5)(a) o DPGCSB 2022 yn gymwys mewn perthynas â'r trefniant y gwnaeth A sicrhau'r hawliau hynny oddi tano (ac, yn unol â hynny, mae adran 2(1) o DPGCSB 2022 yn effeithio ar y trefniant hwnnw).

(11) Yn y rheoliad hwn, ystyr "taliad pensiwn ychwanegol rhwymediol" yw—

- (a) taliad cyfnodol ar gyfer pensiwn ychwanegol a wnaed o dan drefniant yn unol â Phennod 2 o Ran 2 o Atodlen 1 i Reoliadau 2015 a gychwynnodd yn ystod cyfnod gwasanaeth rhwymediol A;
- (b) cyfandaliad ar gyfer pensiwn ychwanegol a wnaed yn unol â Phennod 3 o Ran 2 o Atodlen 1 i Reoliadau 2015 yn ystod cyfnod gwasanaeth rhwymediol A.

Trin taliadau blynyddoedd ychwanegol cynllun gwaddol

31.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas â thaliad blynyddoedd ychwanegol rhwymediol a wnaed gan aelod rhwymedi ("A").

(2) Rhaid i'r rheolwr cynllun, cyn gynted ag y bo'n rhesymol ymarferol ar ôl 30 Medi 2023 ac ar ôl ymgynghori ag actiwari'r cynllun, ganfod y "swm y gellir digolledu amdano", sef swm fel digollediad sy'n hafal i—

- (a) gyfanred holl daliadau blynyddoedd ychwanegol rhwymediol A, namyn
- (b) swm mewn cysylltiad â gwerth rhyddhad treth yn unol â chyfarwyddydau 5(5) i (9) o Gyfarwyddydau PGC 2022.

(3) Pan wneir canfyddiad yn unol â chyfarwyddyd 5(8) o Gyfarwyddydau PGC 2022, mae'r canlynol yn gymwys—

- (a) cyfarwyddyd 5(10) (darparu eglurhad);
- (b) cyfarwyddyd 5(11) a (12) (apelau).

(4) Pan fo, yn rhinwedd dewisiad adran 6 (gan gynnwys dewisiad adran 6 tybiedig) neu ddewisiad adran 10, y buddion sy'n daladwy mewn perthynas â gwasanaeth rhwymediol A yn fuddion cynllun 2015—

- (a) mae'r swm y gellir digolledu amdano yn ddyledus gan y rheolwr cynllun i A neu, pan fo A yn ymadawedig, i gynrychiolwyr personol A, a

(10) Where this paragraph applies—

- (a) the rights to benefits secured by virtue of the remediable added pension payment mentioned in paragraph (1) are to be treated for the purposes of these Regulations and of the PSPJOA 2022 as if those rights were secured by virtue of M's remediable service, and
- (b) section 2(5)(a) of the PSPJOA 2022 does not apply in relation to the arrangement by virtue of which M secured those rights (and, accordingly, section 2(1) of the PSPJOA 2022 affects that arrangement).

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

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

Treatment of legacy scheme added years payments

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

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

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

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

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

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

- (a) the scheme manager owes M or, where M is deceased, M's personal representatives, the compensatable amount, and

- (b) mae'r hawliau i fuddion a fyddai fel arall wedi eu sicrhau gan y taliadau blynyddoedd ychwanegol rhwymediol wedi eu diddymu.

(5) Yn y rheoliad hwn, ystyr “taliad blynyddoedd ychwanegol rhwymediol” yw taliad i sicrhau rhagor o fuddion o dan Orchymyn 1992 neu Orchymyn 2007 sydd—

- (a) yn gyfandaliad a wnaed yn ystod cyfnod gwasanaeth rhwymediol A,
- (b) yn gyfraniad cyfnodol a wnaed yn unol â threfniant a ddechreuodd yn ystod cyfnod gwasanaeth rhwymediol A, neu
- (c) yn gyfandaliad neu'n gyfraniad cyfnodol a wnaed yn unol â threfniant rhwymediol o dan reoliad 32.

Trefniadau rhwymediol i dalu cyfraniadau gwirfoddol i sicrhau blynyddoedd ychwanegol cynllun gwaddol

32.—(1) Mae'r rheoliad hwn yn gymwys i aelod rhwymedi (“A”)—

- (a) nad yw'n aelod ymadawedig, a
- (b) nad oedd, yn union cyn 1 Ebrill 2022, yn aelod diogelwch llawn o gynllun 1992 na chynllun 2007 o fewn ystyr paragraff 9 o Atodlen 2 i Reoliadau 2015 fel yr oedd y paragraff hwnnw yn union cyn i'r Rheoliadau hyn ddod i rym.

(2) Caiff A wneud dewisiad i ymrwymo i drefniant (“trefniant rhwymediol”) i dalu cyfraniadau gwirfoddol i gynllun gwaddol A ar gyfer buddion ychwanegol yn unol â'r canlynol—

- (a) pan mai cynllun gwaddol A yw—
 - (i) cynllun 1992, Gorchymyn 1992;
 - (ii) cynllun 2007, Gorchymyn 2007, a
- (b) y rheoliad hwn.

(3) Ni chaiff A ond ymrwymo i drefniant rhwymediol—

- (a) mewn cysylltiad â chyfnod gwasanaeth rhwymediol A,
- (b) os yw'r rheolwr cynllun wedi ei fodloni ei bod yn fwy tebygol na pheidio y byddai A, yn ystod cyfnod gwasanaeth rhwymediol A, oni bai am achos perthnasol o dorri rheol peidio â gwahaniaethu, wedi ymrwymo i'r un trefniant neu i drefniant tebyg,
- (c) cyn—
 - (i) diwedd y cyfnod o flwyddyn sy'n dechrau ar y diwrnod y darperir datganiad o wasanaeth rhwymediol mewn cysylltiad ag A gyntaf, neu

- (b) the rights to benefits that would otherwise have been secured by the remediable added years payments are extinguished.

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

- (a) a lump sum payment made during the period of M's remediable service,
- (b) a periodical contribution made pursuant to an arrangement which commenced during the period of M's remediable service, or
- (c) a lump sum payment or a periodical contribution made pursuant to a remedial arrangement under regulation 32.

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

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

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

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

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

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

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

(ii) unrhyw adeg ddiweddarach y mae'r rheolwr cynllun yn ystyried ei bod yn rhesymol o dan yr holl amgylchiadau, a

(d) ar ôl i gais a wneir yn unol â pharagraff (4) gael ei gymeradwyo gan y rheolwr cynllun.

(4) Mae cais wedi ei wneud yn unol â'r paragraff hwn pan fo—

(a) yn ysgrifenedig,

(b) unrhyw wybodaeth yn dod gydag ef y mae'r rheolwr cynllun yn rhesymol yn ei gwneud yn ofynnol ei darparu at ddibenion—

(i) penderfynu ar y materion a grybwyllir ym mharagraff (3)(b);

(ii) cydymffurfio â'r gofyniad a osodir gan Orchymyn 1992 neu (yn ôl y digwydd) Orchymyn 2007 mewn cysylltiad â gwneud dewisiad i dalu cyfraniadau gwirfoddol ar gyfer buddion ychwanegol, ac

(c) y rheolwr cynllun yn ei gael—

(i) cyn diwedd y cyfnod o 6 mis sy'n dechrau â'r diwrnod y darperir datganiad o wasanaeth rhwymediol gyntaf mewn cysylltiad ag A, neu

(ii) ar unrhyw adeg ddiweddarach y mae'r rheolwr cynllun yn ystyried ei bod yn rhesymol o dan yr holl amgylchiadau.

(5) Pan fo A yn ymrwymo i drefniant rhwymediol, mae swm yn ddyledus gan A i'r rheolwr cynllun sy'n hafal i—

(a) gyfanred y cyfraniadau gwirfoddol a fyddai wedi bod yn ddyledus gan A pe bai A wedi ymrwymo i'r trefniant rhwymediol ar yr adeg y byddai A wedi ymrwymo i'r un trefniant neu drefniant tebyg oni bai am achos perthnasol o dorri rheol peidio â gwahaniaethu, namyn

(b) symiau rhyddhad treth a gyfrifir yn unol â chyfarwyddyd 12(2) i (7) o Gyfarwyddydau PGC 2022.

(6) Pan wneir canfyddiad yn unol â chyfarwyddyd 12(6) o Gyfarwyddydau PGC 2022, mae'r canlynol yn gymwys—

(a) cyfarwyddyd 12(8) (darparu eglurhad);

(b) cyfarwyddyd 12(9) a (10) (apelau).

(ii) such later time as the scheme manager considers reasonable in all the circumstances, and

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

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

(a) it is in writing,

(b) it is accompanied by any information the scheme manager reasonably requires to be provided for the purposes of—

(i) determining the matters mentioned in paragraph (3)(b);

(ii) complying with the requirement imposed by the 1992 Order or (as the case may be) the 2007 Order in connection with making an election to pay voluntary contributions for added benefits, and

(c) it is received by the scheme manager—

(i) before the end of the period of 6 months beginning with the day on which a remediable service statement is first provided in respect of M, or

(ii) such later time as the scheme manager considers reasonable in all the circumstances.

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

(a) the aggregate of the voluntary contributions which M would have owed had M entered into the remediable arrangement at the time M would have entered into the same or a similar arrangement but for a relevant breach of a non-discrimination rule, less

(b) tax relief amounts calculated in accordance with direction 12(2) to (7) of the PSP Directions 2022.

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

(a) direction 12(8) (provision of explanation);

(b) direction 12(9) and (10) (appeals).

Datgymhwyso'r cyfyngiad ar gyfandaliadau ar gyfer pensiwn ychwanegol cynllun 2015

33. Nid yw paragraff 5(5) o Atodlen 1 i Reoliadau 2015 yn gymwys mewn perthynas ag opsiwn i wneud cyfandaliad ar gyfer pensiwn ychwanegol a arferwyd gan aelod rhwymedi yn ystod y cyfnod sy'n dechrau â 1 Ebrill 2022 ac sy'n dod i ben â 31 Mawrth 2023.

RHAN 6 Trosglwyddiadau PENNOD 1 Cyffredinol

Dehongli Rhan 6

34.—(1) Yn y Rhan hon—

ystyr “cynllun pensiwn gwasanaeth cyhoeddus” (“*public service pension scheme*”) yw—

- (a) cynllun Pennod 1(1);
- (b) cynllun barnwrol o fewn ystyr “judicial scheme” yn adran 70(1) o DPGCSB 2022;
- (c) cynllun llywodraeth leol o fewn ystyr “local government scheme” yn adran 86(1) o DPGCSB 2022;

ystyr “cynllun sy'n anfon” (“*sending scheme*”), mewn perthynas â gwerth rhwymediol, yw'r cynllun a dalodd y gwerth rhwymediol neu sydd i'w dalu;

ystyr “cynllun sy'n derbyn” (“*receiving scheme*”), mewn perthynas â gwerth rhwymediol, yw'r cynllun y talwyd y gwerth rhwymediol iddo, neu y mae i'w dalu iddo;

ystyr “gwerth rhwymediol” (“*remediable value*”), ac eithrio ym Mhennod 4, yw gwerth trosglwyddiad clwb rhwymediol neu werth trosglwyddo rhwymediol;

ystyr “gwerth trosglwyddiad clwb rhwymediol” (“*remediable club transfer value*”), mewn perthynas ag aelod, yw talu neu dderbyn gan y rheolwr cynllun—

- (a) taliad gwerth trosglwyddo o dan drefniadau yn unol â Rhan F o Atodlen 2 i Orchymyn 1992;
- (b) taliad gwerth trosglwyddo o dan drefniadau trosglwyddo'r sector cyhoeddus yn unol â Rhan 12 o baragraff 1 o Atodlen 1 i Orchymyn 2007;

(1) Gweler adran 33 o DPGCSB 2022 am ystyr “Chapter 1 scheme”.

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

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

PART 6 Transfers CHAPTER 1 General

Interpretation of Part 6

34.—(1) In this Part—

“public service pension scheme” (“*cynllun pensiwn gwasanaeth cyhoeddus*”) means—

- (a) a Chapter 1 scheme(1);
- (b) a judicial scheme within the meaning of section 70(1) of the PSPJOA 2022;
- (c) a local government scheme within the meaning of section 86(1) of the PSPJOA 2022;

“receiving scheme” (“*cynllun sy'n derbyn*”), in relation to a remediable value, means the scheme to which the remediable value was, or is to be, paid;

“remediable club transfer value” (“*gwerth trosglwyddiad clwb rhwymediol*”), in relation to a member, means the payment or acceptance by the scheme manager of—

- (a) a transfer value payment under arrangements in accordance with Part F of Schedule 2 to the 1992 Order;
- (b) a transfer value payment under the public sector transfer arrangements in accordance with Part 12 of paragraph 1 of Schedule 1 to the 2007 Order;
- (c) a club transfer value payment under Part 10 of the 2015 Regulations,

so far as the transfer value relates to the member's remediable rights;

(1) See section 33 of the PSPJOA 2022 for the meaning of “Chapter 1 scheme”.

- (c) taliad gwerth trosglwyddiad clwb o dan Ran 10 o Reoliadau 2015,

i'r graddau y bo'r gwerth trosglwyddo'n ymwneud â hawliau rhwymediol yr aelod;

ystyr "gwerth trosglwyddo rhwymediol" ("*remediable transfer value*"), mewn perthynas ag aelod, yw talu neu dderbyn gan y rheolwr cynllun werth trosglwyddo heblaw gwerth trosglwyddiad clwb rhwymediol o dan—

- (a) Rhan F o Atodlen 2 i Orchymyn 1992;
- (b) Rhan 12 o baragraff 1 o Atodlen 1 i Orchymyn 2007;
- (c) Rhan 10 o Reoliadau 2015,

i'r graddau y bo'r gwerth trosglwyddo'n ymwneud â hawliau rhwymediol yr aelod;

ystyr "hawliau rhwymediol" ("*remediable rights*"), mewn perthynas ag aelod, yw hawliau'r aelod i fuddion o dan gynllun pensiwn gwasanaeth cyhoeddus a sicrhawyd yn rhinwedd gwasanaeth rhwymediol yr aelod.

(2) Yn y Rhan hon, yr hawliau cyffredinol mewn perthynas â gwerth rhwymediol yn y cynllun gwaddol yw—

- (a) pan fyddai cynllun gwaddol yr aelod wedi caniatáu trosglwyddo i mewn y gwerth rhwymediol cyfan, gan gynnwys, pan fo hynny'n berthnasol, unrhyw daliad a dderbyniwyd o dan reoliad 37(3) neu unrhyw addasiad a dderbyniwyd o dan reoliad 42(2) pe bai'r trosglwyddiad wedi digwydd yn union cyn 1 Ebrill 2022, yr hawliau i fuddion cynllun gwaddol a fyddai wedi eu sicrhau pe bai'r gwerth rhwymediol wedi ei drosglwyddo i mewn i'r cynllun hwnnw;
- (b) fel arall, yr hawliau i fuddion cynllun gwaddol a fyddai wedi eu sicrhau pe bai'r gyfran honno o'r gwerth rhwymediol y byddai'r cynllun gwaddol wedi caniatáu iddi gael ei throsglwyddo i mewn wedi ei throsglwyddo i mewn i'r cynllun hwnnw, ynghyd ag—
 - (i) pan fo gan aelod wasanaeth mewn cyflogaeth neu swydd ar 1 Ebrill 2022 neu ar ôl hynny sy'n wasanaeth pensiynadwy o dan gynllun 2015 ("gwasanaeth cynllun 2015 perthnasol"), yr hawliau i fuddion cynllun 2015 pe bai'r gyfran sy'n weddill o'r gwerth rhwymediol wedi ei throsglwyddo i mewn i'r cynllun hwnnw;

"remediable rights" ("*hawliau rhwymediol*"), in relation to a member, means the member's rights to benefits under a public service pension scheme secured by virtue of the member's remediable service;

"remediable transfer value" ("*gwerth trosglwyddo rhwymediol*"), in relation to a member, means the payment or acceptance by the scheme manager of a transfer value other than a remediable club transfer value under—

- (a) Part F of Schedule 2 to the 1992 Order;
- (b) Part 12 of paragraph 1 of Schedule 1 to the 2007 Order;
- (c) Part 10 of the 2015 Regulations,

so far as the transfer value relates to the member's remediable rights;

"remediable value" ("*gwerth rhwymediol*") means, except in Chapter 4, a remediable club transfer value or a remediable transfer value;

"sending scheme" ("*cynllun sy'n anfon*"), in relation to a remediable value, means the scheme which paid, or is to pay, the remediable value.

(2) In this Part, the overall rights in relation to a remediable value in the legacy scheme are—

- (a) where the member's legacy scheme would have permitted the transfer in of the entire remediable value (including, where relevant, any payment accepted under regulation 37(3) or any adjustment accepted under regulation 42(2) had the transfer taken place immediately before 1 April 2022, the rights to legacy scheme benefits that would have been secured if the remediable value had been transferred into that scheme;
- (b) otherwise, the rights to legacy scheme benefits that would have been secured if that portion of the remediable value that the legacy scheme would have permitted to be transferred in had been transferred into that scheme, together with—
 - (i) where the member has service in an employment or office on or after 1 April 2022 which is pensionable service under the 2015 scheme ("relevant 2015 scheme service"), the rights to 2015 scheme benefits if the remaining portion of the remediable value had been transferred into that scheme;

- (ii) pan nad oes gan yr aelod wasanaeth cynllun 2015 perthnasol, yr hawl i daliad o unrhyw swm fel digollediad sy'n hafal i werth hawliau i fuddion cynllun 2015 pe bai'r gyfran sy'n weddill o'r gwerth rhwymediol wedi ei throsglwyddo i mewn i'r cynllun hwnnw.

(3) Pan fo darpariaeth yn y Rhan hon yn ei gwneud yn ofynnol i'r rheolwr cynllun gyfrifo gwerth trosglwyddiad clwb neu werth trosglwyddo (gan gynnwys gwerth trosglwyddiad clwb rhwymediol neu werth trosglwyddo rhwymediol) mewn perthynas â hawliau a sicrhawyd mewn cynllun pensiwn diffoddwyr tân, mae'r gwerth hwnnw i'w gyfrifo yn unol ag—

- (a) y darpariaethau yn y cynllun pensiwn diffoddwyr tân sy'n gymwys i gyfrifo gwerthoedd o'r math hwnnw, a'r
- (b) canllawiau a'r tablau a ddarperir gan Actiwari'r Llywodraeth at ddiben cyfrifo'r gwerthoedd hynny a oedd, neu sydd, yn cael eu defnyddio ar y dyddiad a ddefnyddir i gyfrifo'r gwerth a sicrhawyd yn wreiddiol hawliau o dan gynllun pensiwn diffoddwyr tân.

Datganiadau o wasanaeth rhwymediol a drosglwyddwyd allan

35. Pan fo aelod rhwymedi wedi trosglwyddo unrhyw hawliau mewn cysylltiad â gwasanaeth rhwymediol allan o gynllun pensiwn diffoddwyr tân, rhaid i'r rheolwr cynllun ddarparu datganiad o wasanaeth rhwymediol a drosglwyddwyd allan yn unol â chyfarwyddyd 6(2) i (4) o Gyfarwyddydau PGC 2022 (ac yn unol â hynny mae cyfarwyddyd 6(4) yn gymwys fel pe bai'r cyfeiriad at "any provision made by virtue of section 29(1) of PSPJOA 2022" yn gyfeiriad at reoliad 4).

PENNOD 2

Trosglwyddiadau ar sail cyfwerth ariannol

ADRAN 1

Trosglwyddiadau cyn 1 Hydref 2023

Trosglwyddiadau allan cyn 1 Hydref 2023

36.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas ag aelod ("A") y talodd y rheolwr cynllun werth trosglwyddo rhwymediol mewn cysylltiad ag ef cyn 1 Hydref 2023.

- (ii) where the member does not have relevant 2015 scheme service, the right to payment of any amount by way of compensation equal to the value of rights to 2015 scheme benefits if the remaining portion of the remediable value had been transferred into that scheme.

(3) Where a provision of this Part requires the scheme manager to calculate a club transfer value or a transfer value (including a remediable club transfer value or a remediable transfer value) in relation to rights secured in a firefighters' pension scheme, that value is to be calculated in accordance with—

- (a) the provisions of the firefighters' pension scheme which apply to the calculation of values of that type, and
- (b) the guidance and tables provided by the Government Actuary for the purpose of calculating such values that were, or are, in use on the date used for the calculation of the value which originally secured rights under a firefighters' pension scheme.

Transferred out remediable service statements

35. Where a remedy member has transferred any rights in respect of remediable service out of a firefighters' pension scheme, the scheme manager must provide a transferred out remediable service statement in accordance with direction 6(2) to (4) of the PSP Directions 2022 (and accordingly direction 6(4) applies as if the reference to "any provision made by virtue of section 29(1) of PSPJOA 2022" were a reference to regulation 4).

CHAPTER 2

Transfers on a cash equivalent basis

SECTION 1

Transfers before 1 October 2023

Transfers out before 1 October 2023

36.—(1) This regulation applies in relation to a member ("M") in respect of whom the scheme manager paid a remediable transfer value before 1 October 2023.

(2) Rhaid i'r rheolwr cynllun, ar ôl ymgynghori ag actiwari'r cynllun, gyfrifo gwerth trosglwyddo hawliau rhwymediol A fel pe baent wedi eu sicrhau—

- (a) yng nghynllun gwaddol A;
- (b) yng nghynllun 2015.

(3) Rhaid i'r rheolwr cynllun hysbysu'r cynllun sy'n derbyn am ganlyniadau'r cyfrifiad a grybwyllir ym mharagraff (2).

(4) Pan fo—

- (a) y mwyaf o'r symiau a gyfrifir o dan baragraff (2) ("x") yn fwy na
- (b) swm y gwerth trosglwyddo rhwymediol ("y"),

rhaid i'r rheolwr cynllun gymryd camau rhesymol i dalu swm ("y swm rhwymediol") sy'n hafal i $x - y$ i'r cynllun sy'n derbyn.

(5) Mae taliad o dan baragraff (4) yn ddarostyngedig i'r un amodau â'r gwerth trosglwyddo rhwymediol.

(6) Pan fo—

- (a) paragraff (4) yn gymwys, a'r
- (b) y rheolwr cynllun, wedi iddo gymryd camau rhesymol, yn methu â gwneud y taliad sy'n ofynnol gan y paragraff hwnnw,

mae ar y rheolwr cynllun i A neu, pan fo A yn ymadawedig, gynrychiolwyr personol A swm fel digollediad sy'n hafal i $x - y$ ("y swm y gellir digolledu amdano") sydd wedi ei leihau yn unol â pharagraff (7).

(7) Os talwyd y swm y gellir digolledu amdano yn union ar ôl i'r gofyniad i'w dalu godi, ac yn achos y taliad—

- (a) y byddai'n daliad a ddisgrifir yn rheoliad 6 o Reoliadau Cynlluniau Pensiwn Cofrestredig (Taliadau Awdurdodedig) 2009(1) ("Rheoliadau 2009") fel pe bai rheoliad 6(1)(a) o'r Rheoliadau hynny wedi ei hepgor, mae'r swm y gellir digolledu amdano i'w leihau yn ôl y swm sy'n hafal i'r dreth incwm y byddai modd ei chodi arno fel pe bai rheoliad 3(b) o Reoliadau 2009 yn gymwys iddo;
- (b) na fyddai'n daliad a ddisgrifir felly, mae'r swm y gellir digolledu amdano i'w leihau yn ôl swm sy'n hafal i'r dreth incwm a fyddai'n cael ei chodi ar y swm ar gyfradd ymylol A o dan y Deddfau Treth Incwm.

(2) The scheme manager, having consulted the scheme actuary, must calculate the transfer value of M's remediable rights as if they were secured in—

- (a) M's legacy scheme;
- (b) the 2015 scheme.

(3) The scheme manager must notify the receiving scheme of the results of the calculation mentioned in paragraph (2).

(4) Where—

- (a) the greater of the amounts calculated under paragraph (2) ("x") is greater than
- (b) the amount of the remediable transfer value ("y"),

the scheme manager must take reasonable steps to pay the receiving scheme an amount ("the remediable amount") equal to $x - y$.

(5) A payment under paragraph (4) is subject to the same conditions as the remediable transfer value.

(6) Where—

- (a) paragraph (4) applies, and
- (b) the scheme manager, having taken reasonable steps, is unable to make the payment required by that paragraph,

the scheme manager owes M or, where M is deceased, M's personal representatives an amount by way of compensation equal to $x - y$ ("the compensatable amount") reduced in accordance with paragraph (7).

(7) Where, if the compensatable amount was paid immediately after the requirement to pay it arose, the payment—

- (a) would be a payment described in regulation 6 of the Registered Pension Schemes (Authorised Payments) Regulations 2009(1) ("the 2009 Regulations") as if regulation 6(1)(a) of those Regulations were omitted, the compensatable amount is to be reduced by the amount equal to the income tax that would be chargeable on it as if regulation 3(b) of the 2009 Regulations applied to it;
- (b) would not be a payment so described, the compensatable amount is to be reduced by an amount equal to the income tax that would be charged on the amount at M's marginal rate under the Income Tax Acts.

(1) O.S. 2009/1171. Diwygiwyd rheoliad 6 gan adran 42(6)(a) o Ddeddf Cyllid 2014 (p. 26).

(1) S.I. 2009/1171. Regulation 6 was amended by section 42(6)(a) of the Finance Act 2014 (c. 26).

(8) Yn y rheoliad hwn—

- (a) ystyr “y Deddfau Treth Incwm” yw’r holl ddeddfiadau sy’n ymwneud â threth incwm, gan gynnwys unrhyw un neu ragor o ddarpariaethau’r Deddfau Treth Gorfforaeth sy’n ymwneud â threth incwm, ac
- (b) ystyr “y Deddfau Treth Gorfforaeth” yw’r deddfiadau sy’n ymwneud â threthiant incwm ac enillion trethadwy cwmnïau a dosbarthiadau cwmnïau (gan gynnwys darpariaethau sy’n ymwneud â threth incwm).

Trosglwyddiadau i mewn cyn 1 Hydref 2023

37.—(1) Mae’r rheoliad hwn yn gymwys mewn perthynas â phob taliad o werth trosglwyddo rhwymediol mewn cysylltiad ag aelod (“A”) a dderbyniwyd gan y rheolwr cynllun cyn 1 Hydref 2023.

(2) Rhaid i’r rheolwr cynllun, ar ôl ymgynghori ag actiwari’r cynllun, ganfod—

- (a) hawliau cyffredinol A mewn perthynas â’r gwerth trosglwyddo rhwymediol yn y cynllun gwaddol;
- (b) buddion A pe cymhwysid y gwerth trosglwyddo rhwymediol, ynghyd ag unrhyw daliad a dderbyniwyd o dan baragraff (3), mewn cysylltiad â hawliau yng nghynllun 2015.

(3) Pan mai cynllun pensiwn gwasanaeth cyhoeddus oedd y cynllun sy’n anfon, caiff y rheolwr cynllun dderbyn taliad—

- (a) mewn cysylltiad â’r hawliau rhwymediol y mae’r gwerth trosglwyddo rhwymediol yn ymwneud â hwy, a
- (b) a wneir gan y cynllun sy’n anfon yn unol â DPGCSB 2022 neu yn unol â darpariaeth a wneir odani.

(4) Mae taliad a dderbynnir o dan baragraff (3) i’w ddefnyddio at ddiben canfod buddion A o dan gynllun pensiwn diffoddwyr tân ar yr un telerau â’r gwerth trosglwyddo rhwymediol.

ADRAN 2

Trosglwyddiadau ar 1 Hydref 2023 neu ar ôl hynny

Cymhwyso Adran 2

38.—(1) Mae’r Adran hon yn gymwys mewn cysylltiad ag aelod (“A”) sydd—

- (a) yn aelod dewis gohiriedig, ac nad oes buddion pensiwn wedi dod yn daladwy mewn perthynas â gwasanaeth rhwymediol A, neu

(8) In this regulation—

- (a) “the Income Tax Acts” means all enactments relating to income tax, including any provisions of the Corporation Tax Acts which relate to income tax, and
- (b) “the Corporation Tax Acts” means the enactments relating to the taxation of the income and chargeable gains of companies and of company distributions (including provisions relating to income tax).

Transfers in before 1 October 2023

37.—(1) This regulation applies in relation to each payment of a remediable transfer value in respect of a member (“M”) which was accepted by the scheme manager before 1 October 2023.

(2) The scheme manager, having consulted the scheme actuary, must determine M’s—

- (a) overall rights in relation to the remediable transfer value in the legacy scheme;
- (b) benefits if the remediable transfer value, together with any payment accepted under paragraph (3), were applied in respect of rights in the 2015 scheme.

(3) Where the sending scheme was a public service pension scheme, the scheme manager may accept a payment—

- (a) in respect of the remediable rights to which the remediable transfer value relates, and
- (b) which is made by the sending scheme pursuant to, or to provision made under, the PSPJOA 2022.

(4) A payment accepted under paragraph (3) is to be used for the purpose of determining M’s benefits under a firefighters’ pension scheme on the same terms as the remediable transfer value.

SECTION 2

Transfers on or after 1 October 2023

Application of Section 2

38.—(1) This Section applies in respect of a member (“M”) who is—

- (a) a deferred choice member, and no pension benefits have become payable in relation to M’s remediable service, or

- (b) yn aelod dewis ar unwaith, ac—
 - (i) nad yw diwedd y cyfnod dewisiad adran 6 wedi mynd heibio mewn perthynas ag A, a
 - (ii) nad oes penderfyniad dewis ar unwaith wedi ei wneud mewn perthynas â gwasanaeth rhwymediol A.

- (b) an immediate choice member, and—
 - (i) the end of the section 6 election period has not passed in relation to M, and
 - (ii) no immediate choice decision has been made in relation to M’s remediable service.

Trosglwyddiadau allan ar 1 Hydref 2023 neu ar ôl hynny

39.—(1) Mae’r rheoliad hwn yn gymwys i daliad gwerth trosglwyddo rhwymediol sydd i’w dalu mewn perthynas ag A gan y rheolwr cynllun ar 1 Hydref 2023 neu ar ôl hynny.

(2) Rhaid i’r rheolwr cynllun, ar ôl ymgynghori ag actiwari’r cynllun, gyfrifo gwerth trosglwyddo hawliau rhwymediol A fel pe bai’r hawliau hynny—

- (a) yng nghynllun gwaddol A;
- (b) yng nghynllun 2015.

(3) Swm y gwerth trosglwyddo rhwymediol yw’r mwyaf o’r symiau a gyfrifir o dan baragraff (2).

Trosglwyddiadau i mewn o gynllun pensiwn gwasanaeth cyhoeddus ar 1 Hydref 2023 neu ar ôl hynny

40.—(1) Mae’r rheoliad hwn yn gymwys mewn perthynas â gwerth trosglwyddo rhwymediol—

- (a) a dderbynnir gan y rheolwr cynllun ar 1 Hydref 2023 neu ar ôl hynny, a
- (b) pan fo’r cynllun sy’n anfon yn gynllun pensiwn gwasanaeth cyhoeddus.

(2) Rhaid i’r rheolwr cynllun, ar ôl ymgynghori ag actiwari’r cynllun, ganfod—

- (a) hawliau cyffredinol A mewn perthynas â’r gwerth trosglwyddo rhwymediol yn y cynllun gwaddol;
- (b) buddion A pe cymhwysid y gwerth trosglwyddo rhwymediol mewn cysylltiad â hawliau yng nghynllun 2015.

PENNOD 3

Trosglwyddiadau ar sail clwb

ADRAN 1

Trosglwyddiadau clwb cyn 1 Hydref 2023

Trosglwyddiadau clwb allan cyn 1 Hydref 2023

41.—(1) Mae’r rheoliad hwn yn gymwys mewn perthynas â phob aelod (“A”) y talwyd gwerth trosglwyddiad clwb rhwymediol mewn cysylltiad ag ef gan y rheolwr cynllun cyn 1 Hydref 2023.

Transfers out on or after 1 October 2023

39.—(1) This regulation applies to a remediable transfer value payment to be paid in relation to M by the scheme manager on or after 1 October 2023.

(2) The scheme manager, having consulted the scheme actuary, must calculate the transfer value of M’s remediable rights as if those rights had been in—

- (a) M’s legacy scheme;
- (b) the 2015 scheme.

(3) The amount of the remediable transfer value is the greater of the amounts calculated under paragraph (2).

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

40.—(1) This regulation applies in relation to a remediable transfer value—

- (a) which is accepted by the scheme manager on or after 1 October 2023, and
- (b) where the sending scheme is a public service pension scheme.

(2) The scheme manager, having consulted the scheme actuary, must determine—

- (a) M’s overall rights in relation to the remediable transfer value in the legacy scheme;
- (b) M’s benefits if the remediable transfer value were applied in respect of rights in the 2015 scheme.

CHAPTER 3

Transfers on a club basis

SECTION 1

Club transfers before 1 October 2023

Club transfers out before 1 October 2023

41.—(1) This regulation applies in relation to each member (“M”) in respect of whom a remediable club transfer value was paid by the scheme manager before 1 October 2023.

(2) Rhaid i'r rheolwr cynllun, ar ôl ymgynghori ag actiwari'r cynllun, gyfrifo'r symiau a ganlyn—

- (a) gwerth trosglwyddiad clwb hawliau A o dan gynllun pensiwn diffoddwyr tân fel pe bai hawliau rhwymediol A wedi eu sicrhau yng nghynllun gwaddol A;
- (b) gwerth trosglwyddiad clwb hawliau A o dan gynllun pensiwn diffoddwyr tân fel pe bai hawliau rhwymediol A wedi eu sicrhau yng nghynllun 2015.

(3) Rhaid i'r rheolwr cynllun ddarparu i'r cynllun sy'n derbyn ganlyniad y cyfrifiadau a grybwyllir ym mharagraff (2).

(4) Pan fo'r cynllun sy'n derbyn yn gynllun llywodraeth leol o fewn ystyr "local government scheme" yn adran 89(1) o DPGCSB 2022, ac

- (a) bod y mwyaf o'r symiau a gyfrifwyd o dan baragraff (2) ("x") yn fwy na
- (b) swm y gwerth trosglwyddo rhwymediol ("y"),

rhaid i'r rheolwr cynllun dalu i'r cynllun sy'n derbyn swm sy'n hafal i $x - y$.

(5) Mae taliad a wneir o dan baragraff (4) yn ddarostyngedig i'r un amodau â'r gwerth trosglwyddiad clwb rhwymediol.

Trosglwyddiadau clwb i mewn cyn 1 Hydref 2023

42.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas â phob gwerth trosglwyddiad clwb rhwymediol mewn cysylltiad ag aelod ("A") a dderbyniwyd gan y rheolwr cynllun cyn 1 Hydref 2023.

(2) Caiff y rheolwr cynllun dderbyn addasiad yng gwerth gwerth trosglwyddiad clwb rhwymediol—

- (a) mewn cysylltiad â'r hawliau rhwymediol y mae'r gwerth trosglwyddiad clwb rhwymediol yn ymwneud â hwy, a
- (b) a wneir gan y cynllun sy'n anfon yn unol â DPGCSB 2022 neu yn unol â darpariaeth a wneir odani.

(3) Mae addasiad a dderbynnir o dan baragraff (2) i'w ddefnyddio at ddiben canfod buddion A o dan gynllun pensiwn diffoddwyr tân ar yr un telerau â'r gwerth trosglwyddiad clwb rhwymediol.

(4) Rhaid i'r rheolwr cynllun, ar ôl ymgynghori ag actiwari'r cynllun, ganfod—

- (a) hawliau cyffredinol A mewn perthynas â'r gwerth trosglwyddo rhwymediol yn y cynllun gwaddol;

(2) The scheme manager, having consulted the scheme actuary, must calculate the following amounts—

- (a) the club transfer value of M's rights under a firefighters' pension scheme as if M's remediable rights had been secured in M's legacy scheme;
- (b) the club transfer value of M's rights under a firefighters' pension scheme as if M's remediable rights had been secured in the 2015 scheme.

(3) The scheme manager must provide to the receiving scheme the result of the calculations mentioned in paragraph (2).

(4) Where the receiving scheme is a local government scheme within the meaning of section 86(1) of the PSPJOA 2022, and—

- (a) the greater of the amounts calculated under paragraph (2) ("x") is greater than
- (b) the amount of the remediable transfer value ("y"),

the scheme manager must pay the receiving scheme an amount equal to $x - y$.

(5) A payment made under paragraph (4) is subject to the same conditions as the remediable club transfer value.

Club transfers in before 1 October 2023

42.—(1) This regulation applies in relation to each remediable club transfer value in respect of a member ("M") which was accepted by the scheme manager before 1 October 2023.

(2) The scheme manager may accept an adjustment in the value of a remediable club transfer value—

- (a) in respect of the remediable rights to which the remediable club transfer value relates, and
- (b) which is made by the sending scheme pursuant to, or to provision made under, the PSPJOA 2022.

(3) An adjustment accepted under paragraph (2) is to be used for the purpose of determining M's benefits under a firefighters' pension scheme on the same terms as the remediable club transfer value.

(4) The scheme manager, having consulted the scheme actuary, must determine—

- (a) M's overall rights in relation to the remediable transfer value in the legacy scheme;

- (b) buddion A pe cymhwysid y gwerth trosglwyddo clwb rhwymediol, ynghyd ag unrhyw addasiad a dderbynnir o dan baragraff (2), mewn cysylltiad â hawliau yng nghynllun 2015.

ADRAN 2

Trosglwyddiadau clwb ar 1 Hydref 2023 neu ar ôl hynny

Cymhwyso Adran 2

43. Mae'r Adran hon yn gymwys mewn cysylltiad ag aelod ("A") sy'n aelod dewis gohiriedig, ac nad oes buddion pensiwn wedi dod yn daladwy mewn perthynas â'i wasanaeth rhwymediol.

Trosglwyddiadau clwb allan ar 1 Hydref 2023 neu ar ôl hynny

44.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas â gwerth trosglwyddiad clwb rhwymediol sydd i'w dalu mewn cysylltiad ag aelod gan y rheolwr cynllun ar 1 Hydref 2023 neu ar ôl hynny.

(2) Rhaid i'r rheolwr cynllun, ar ôl ymgynghori ag actiwari'r cynllun, gyfrifo'r symiau a ganlyn—

- (a) gwerth trosglwyddiad clwb hawliau A o dan gynllun pensiwn diffoddwyr tân fel pe bai hawliau rhwymediol A wedi eu sicrhau yng nghynllun gwaddol A;
- (b) gwerth trosglwyddiad clwb hawliau A o dan gynllun pensiwn diffoddwyr tân fel pe bai hawliau rhwymediol A wedi eu sicrhau yng nghynllun 2015.

(3) Swm y gwerth trosglwyddiad clwb rhwymediol yw'r mwyaf o'r symiau a gyfrifwyd o dan baragraff (2).

(4) Rhaid i'r rheolwr cynllun ddarparu i'r cynllun sy'n derbyn ganlyniad y cyfrifiadau a grybwyllir ym mharagraff (2).

Trosglwyddiadau clwb i mewn ar 1 Hydref 2023 neu ar ôl hynny

45.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas â thaliad gwerth trosglwyddiad clwb rhwymediol a dderbynnir gan y rheolwr cynllun ar 1 Hydref 2023 neu ar ôl hynny.

(2) Rhaid i'r rheolwr cynllun, ar ôl ymgynghori ag actiwari'r cynllun, ganfod—

- (a) hawliau cyffredinol A mewn perthynas â'r gwerth trosglwyddiad clwb rhwymediol yn y cynllun gwaddol;
- (b) buddion A pe cymhwysid y gwerth trosglwyddiad clwb rhwymediol mewn cysylltiad â hawliau yng nghynllun 2015.

- (b) M's benefits if the remediable club transfer value, together with any adjustment accepted under paragraph (2), were applied in respect of rights in the 2015 scheme.

SECTION 2

Club transfers on or after 1 October 2023

Application of Section 2

43. This Section applies in respect of a member ("M") who is a deferred choice member, and no pension benefits have become payable in relation to M's remediable service.

Club transfers out on or after 1 October 2023

44.—(1) This regulation applies in relation to a remediable club transfer value to be paid in respect of a member by the scheme manager on or after 1 October 2023.

(2) The scheme manager, having consulted the scheme actuary, must calculate the following amounts—

- (a) the club transfer value of M's rights under a firefighters' pension scheme as if M's remediable rights had been secured in M's legacy scheme;
- (b) the club transfer value of M's rights under a firefighters' pension scheme as if M's remediable rights had been secured in the 2015 scheme.

(3) The amount of the remediable club transfer value is the greater of the amounts calculated under paragraph (2).

(4) The scheme manager must provide to the receiving scheme the result of the calculations mentioned in paragraph (2).

Club transfers in on or after 1 October 2023

45.—(1) This regulation applies in relation to a remediable club transfer value payment which is accepted by the scheme manager on or after 1 October 2023.

(2) The scheme manager, having consulted the scheme actuary, must determine—

- (a) M's overall rights in relation to the remediable club transfer value in the legacy scheme;
- (b) M's benefits if the remediable club transfer value were applied in respect of rights in the 2015 scheme.

Amrywio cyfnod gwneud cais am drosglwyddiad clwb

46. Mae rheoliad 150 o Reoliadau 2015 yn gymwys mewn perthynas ag—

- (a) aelod rhwymedi nad yw'n aelod diogelwch llawn o fewn ystyr paragraff 1 o Atodlen 4 i'r Rheoliadau hynny, a
- (b) chais am daliad trosglwyddo ar gyfer taliad gwerth trosglwyddiad clwb mewn cysylltiad ag aelod o'r fath,

fel pe bai'r canlynol wedi ei roi yn lle paragraff (2)(b)—

“(b) yn ddarostyngedig i baragraff (3), rhaid iddo gael ei wneud—

- (i) erbyn 1 Hydref 2024, neu,
- (ii) cyn dechrau'r cyfnod o un flwyddyn sy'n gorffen â'r dyddiad y mae'r aelod yn cyrraedd oedran ymddeol arferol ar yr amod nad yw'r dyddiad hwnnw yn hwyrach na 1 Hydref 2024.”.

PENNOD 4

Trin hawliau a sicrhawyd yn rhinwedd gwerth rhwymediol

Cymhwyso a dehongli Pennod 4

47.—(1) Mae'r rheoliad hwn yn gymwys i werth rhwymediol.

(2) Yn y Bennod hon, ystyr “gwerth rhwymediol” yw'r canlynol a dderbynnir gan y rheolwr cynllun mewn cysylltiad ag aelod (“A”)—

- (a) gwerth trosglwyddo rhwymediol, ynghyd ag unrhyw daliad a dderbyniwyd o dan reoliad 37(3);
- (b) gwerth trosglwyddiad clwb rhwymediol, ynghyd ag unrhyw daliad a dderbyniwyd o dan reoliad 42(2).

Trin gwerth rhwymediol fel pe bai yn y cynllun gwaddol

48.—(1) Mae'r rheoliad hwn yn gymwys—

- (a) pan dderbyniwyd gwerth rhwymediol i mewn i gynllun 2015 gan y rheolwr cynllun mewn cysylltiad ag A yn ystod cyfnod gwasanaeth rhwymediol A, a

Variation of the club transfer application period

46. Regulation 150 of the 2015 Regulations applies in relation to—

- (a) a remedy member who is not a full protection member within the meaning of paragraph 1 of Schedule 4 to those Regulations, and
- (b) a transfer payment request for a club transfer value payment in respect of such a member,

as if for paragraph (2)(b) there were substituted—

“(b) subject to paragraph (3), must be made—

- (i) by 1 October 2024, or,
- (ii) before the beginning of the period of one year ending with the date on which the member reaches normal retirement age provided that date is later than 1 October 2024.”.

CHAPTER 4

Treatment of rights secured by virtue of a remediable value

Application and interpretation of Chapter 4

47.—(1) This regulation applies to a remediable value.

(2) In this Chapter, “remediable value” means the following accepted by the scheme manager in respect of a member (“M”)—

- (a) a remediable transfer value, together with any payment accepted under regulation 37(3);
- (b) a remediable club transfer value, together with any payment accepted under regulation 42(2).

Remediable value treated as being in the legacy scheme

48.—(1) This regulation applies where—

- (a) a remediable value was accepted into the 2015 scheme by the scheme manager in respect of M during the period of M's remediable service, and

(b) pan fo'r buddion sy'n daladwy mewn perthynas â gwasanaeth rhwymediol A, yn rhinwedd gweithredu'r Rheoliadau hyn neu DPGCSB 2022, yn fuddion cynllun gwaddol.

(2) O ran y gwerth rhwymediol—

(a) nis derbynnir, ac fe'i trinnir fel pe na bai erioed wedi ei dderbyn, i mewn i gynllun 2015, a

(b) fe'i trinnir fel pe bai wedi ei dderbyn, ac fel pe bai bob amser wedi ei dderbyn, yng nghynllun gwaddol A.

(3) Mae paragraff (1) yn cael effaith—

(a) at ddibenion penderfynu pa gynllun pensiwn diffoddwyr tân y mae (neu yr oedd ar unrhyw adeg) yn ofynnol iddo dalu buddion i hawliau rhwymediol trosglwyddedig A neu mewn cysylltiad â hwy, a

(b) yn ddarostyngedig i reoliad 49, at bob diben arall.

Trin hawliau i fuddion a sicrhawyd yn rhinwedd gwerth rhwymediol

49.—(1) Mae paragraffau (2) a (4) yn gymwys pan drinnir gwerth rhwymediol fel pe bai wedi ei dderbyn i mewn i gynllun gwaddol A yn rhinwedd rheoliad 48.

(2) Rhaid i'r rheolwr cynllun roi hawliau i fuddion o dan y cynllun gwaddol mewn perthynas â'r gwerth rhwymediol sy'n cyfateb i—

(a) pan fyddai cynllun gwaddol A wedi caniatáu trosglwyddo i mewn y gwerth rhwymediol cyfan pe bai'r trosglwyddiad wedi digwydd yn union cyn 1 Ebrill 2022, yr hawliau i fuddion cynllun gwaddol a fyddai wedi eu sicrhau pe bai'r gwerth rhwymediol wedi ei drosglwyddo i mewn i'r cynllun hwnnw yn yr un flwyddyn bensiwn berthnasol ag y derbyniwyd y gwerth rhwymediol;

(b) fel arall—

(i) pan fo gan A wasanaeth cynllun 2015 perthnasol (o fewn ystyr rheoliad 34(2)(b)(i)), yr hawliau i fuddion cynllun gwaddol a fyddai wedi eu sicrhau pe bai'r gyfran honno o'r gwerth rhwymediol y byddai'r cynllun gwaddol wedi caniatáu iddi gael ei throsglwyddo i mewn wedi ei throsglwyddo i mewn i'r cynllun hwnnw yn yr un flwyddyn bensiwn berthnasol ag y derbyniwyd y gwerth rhwymediol, ynghyd â'r hawliau i fuddion cynllun 2015 pe bai'r gyfran sy'n weddill o'r gwerth rhwymediol wedi ei throsglwyddo i mewn i gynllun 2015 yn yr un flwyddyn bensiwn berthnasol ag y derbyniwyd y gwerth rhwymediol;

(b) the benefits payable in relation to M's remediable service are, by virtue of the operation of these Regulations or the PSPJOA 2022, legacy scheme benefits.

(2) The remediable value—

(a) is not, and is treated as never having been, accepted into the 2015 scheme, and

(b) is treated as being, and as always having been, accepted in M's legacy scheme.

(3) Paragraph (1) has effect—

(a) for the purposes of determining which firefighters' pension scheme is (or at any time was) required to pay benefits to or in respect of M's transferred remediable rights, and

(b) subject to regulation 49, for all other purposes.

Treatment of rights to benefits secured by virtue of remediable value

49.—(1) Paragraphs (2) and (4) apply where a remediable value is treated as being accepted into M's legacy scheme by virtue of regulation 48.

(2) The scheme manager must confer rights to benefits under the legacy scheme in relation to the remediable value that are equivalent to—

(a) where M's legacy scheme would have permitted the transfer in of the entire remediable value had the transfer taken place immediately before 1 April 2022, the rights to legacy scheme benefits that would have been secured if the remediable value had been transferred into that scheme in the same relevant pension year in which the remediable value was accepted;

(b) otherwise,

(i) where M has relevant 2015 scheme service (within the meaning of regulation 34(2)(b)(i)), the rights to legacy scheme benefits that would have been secured if that portion of the remediable value that the legacy scheme would have permitted to be transferred in were transferred into that scheme in the same relevant pension year in which the remediable value was accepted, together with the rights to 2015 scheme benefits if the remaining portion of the remediable value had been transferred into the 2015 scheme in the same relevant pension year in which the remediable value was accepted;

(ii) pan nad oes gan A wasanaeth cynllun 2015 perthnasol, yr hawliau i fuddion cynllun gwaddol a fyddai wedi eu sicrhau pe bai'r gyfran honno o'r gwerth rhwymediol y byddai'r cynllun gwaddol wedi caniatáu iddi gael ei throsglwyddo i mewn wedi ei throsglwyddo i mewn i'r cynllun hwnnw yn yr un flwyddyn bensiwn berthnasol y derbyniwyd y gwerth rhwymediol ynddi.

(3) Pan fo paragraff (2)(b)(ii) yn gymwys, mae swm fel digollediad yn ddyledus gan y rheolwr cynllun i A neu, pan fo A yn ymadawedig, i gynrychiolwyr personol A, sy'n hafal i werth yr hawliau i fuddion cynllun 2015 a fyddai wedi eu sicrhau pe bai'r gyfran o'r gwerth rhwymediol na fyddai cynllun gwaddol A wedi caniatáu iddi gael ei throsglwyddo i mewn wedi ei throsglwyddo i mewn i gynllun 2015.

(4) Mae'r hawliau i fuddion a fyddai fel arall wedi eu sicrhau gan y gwerth rhwymediol wedi eu diddymu.

(5) Mae paragraff (6) yn gymwys pan—

(a) bo'r buddion sy'n daladwy i wasanaeth rhwymediol A neu mewn cysylltiad â'r gwasanaeth hwnnw yn fuddion cynllun 2015 yn rhinwedd dewisiad adran 6 neu ddewisiad adran 10 (gan gynnwys, yn y naill achos a'r llall, ddewisiad tybiedig), a

(b) byddai'r hawliau i fuddion sy'n daladwy mewn perthynas â gwerth rhwymediol A fel arall yn fuddion cynllun gwaddol.

(6) Pan fo'r paragraff hwn yn gymwys, rhaid i'r rheolwr cynllun, ar ôl ymgynghori ag actiwari'r cynllun pan fo'r gwerth rhwymediol yn werth trosglwyddiad rhwymediol, amrywio gwerth yr hawliau hynny fel eu bod yn gyfwerth â hawliau y byddai A wedi eu sicrhau o dan gynllun 2015 pe bai'r gwerth rhwymediol wedi ei drosglwyddo i mewn i'r cynllun hwnnw yn yr un flwyddyn bensiwn berthnasol ag y derbyniwyd y gwerth rhwymediol.

(7) Yn y rheoliad hwn, mae i "blwyddyn bensiwn berthnasol" yr ystyr a roddir i "relevant pension year" gan gyfarwyddyd 5(16)(c)(i) o Gyfarwyddydau PGC 2022.

(ii) where M does not have relevant 2015 scheme service, the rights to legacy scheme benefits that would have been secured if that portion of the remediable value that the legacy scheme would have permitted to be transferred in were transferred into that scheme in the same relevant pension year in which the remediable value was accepted.

(3) Where paragraph (2)(b)(ii) applies, the scheme manager owes to M or, where M is deceased, to M's personal representatives an amount by way of compensation equal to the value of rights to 2015 scheme benefits that would have been secured if the portion of the remediable value that M's legacy scheme would not have permitted to be transferred in had been transferred into the 2015 scheme.

(4) The rights to benefits that would otherwise have been secured by the remediable value are extinguished.

(5) Paragraph (6) applies where—

(a) the benefits payable to or in respect of M's remediable service are 2015 scheme benefits by virtue of a section 6 election or a section 10 election (including, in either case, a deemed election), and

(b) the rights to benefits payable in relation to M's remediable value would otherwise be legacy scheme benefits.

(6) Where this paragraph applies, the scheme manager must, having consulted the scheme actuary where the remediable value is a remediable transfer value, vary the value of those rights so that they are of an equivalent value to rights M would have secured under the 2015 scheme if the remediable value had been transferred into that scheme in the same relevant pension year that the remediable value was accepted.

(7) In this regulation, "relevant pension year" has the meaning given by direction 5(16)(c)(i) of the PSP Directions 2022.

Buddion a dalwyd eisoes mewn perthynas â hawliau rhwymediol a drosglwyddwyd i mewn

50.—(1) Mae paragraff (2) yn gymwys mewn perthynas ag unrhyw fuddion (“y buddion a dalwyd”) y mae cynllun 2015 wedi eu talu ar unrhyw adeg i berson (“P”) i’r graddau—

- (a) y’u cyfrifir drwy gyfeirio at werth rhwymediol, a
- (b) y bônt yn fuddion nad oedd gan P, o ganlyniad i reoliad 48(2)(a), hawlogaeth i’w cael gan y cynllun.

(2) Mae’r buddion a dalwyd i’w trin at bob diben—

- (a) fel pe na baent wedi eu talu i P gan gynllun 2015, ond
- (b) fel pe baent wedi eu talu i P yn hytrach gan y cynllun gwaddol.

Buddion pensiwn a buddion cyfandaliad mewn perthynas â gwerth rhwymediol

51.—(1) Mae’r rheoliad hwn yn gymwys mewn perthynas ag unrhyw fuddion sydd wedi eu talu mewn perthynas â gwerth rhwymediol a dderbyniwyd mewn perthynas ag aelod dewis ar unwaith.

(2) Pan fo, ar yr adeg weithredol—

- (a) cyfanred y buddion sydd (ar ôl ystyried effaith rheoliad 50, os oes effaith iddo) wedi eu talu o dan y cynllun gwaddol i unrhyw berson (“y buddiolwr”) mewn cysylltiad â hawliau rhwymediol A a drosglwyddwyd i mewn, yn fwy na
- (b) chyfanred y buddion y mae gan y buddiolwr (ar ôl ystyried effaith rheoliad 48, os oes effaith iddo, mewn perthynas â’r hawliau) hawlogaeth iddynt o dan y cynllun mewn cysylltiad â’r hawliau,

rhaid i’r buddiolwr dalu i’r cynllun swm sy’n hafal i’r gwahaniaeth.

(3) Pan fo, ar yr adeg weithredol—

- (a) y swm a grybwyllir ym mharagraff (2)(a) yn llai na
- (b) y swm a grybwyllir ym mharagraff (2)(b),

rhaid i’r rheolwr cynllun dalu swm sy’n hafal i’r gwahaniaeth i’r buddiolwr.

(4) Yn y rheoliad hwn, ystyr “yr adeg weithredol” yw—

- (a) os gwneir penderfyniad dewis ar unwaith mewn perthynas â gwasanaeth rhwymediol A, yr adeg y gwneir y penderfyniad;
- (b) fel arall, diwedd y cyfnod dewisiad adran 6 mewn perthynas ag A.

Benefits already paid in relation to transferred in remediable rights

50.—(1) Paragraph (2) applies in relation to any benefits (“the paid benefits”) that the 2015 scheme has at any time paid to a person (“P”) so far as—

- (a) they are calculated by reference to a remediable value, and
- (b) they are benefits that, as a result of regulation 48(2)(a), P was not entitled to receive from the scheme.

(2) The paid benefits are to be treated for all purposes—

- (a) as not having been paid to P by the 2015 scheme, but
- (b) as having been paid to P instead by the legacy scheme.

Pension benefits and lump sum benefits in relation to a remediable value

51.—(1) This regulation applies in relation to any benefits that have been paid in relation to a remediable value accepted in relation to an immediate choice member.

(2) Where, at the operative time—

- (a) the aggregate of benefits that (after taking into account the effect, if any, of regulation 50) have been paid under the legacy scheme to any person (“the beneficiary”) in respect of M’s transferred in remediable rights, exceeds
- (b) the aggregate of the benefits to which (after taking into account the effect, if any, of regulation 48 in relation to the rights) the beneficiary is entitled under the scheme in respect of the rights,

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

(3) Where, at the operative time—

- (a) the amount mentioned in paragraph (2)(a) is less than
- (b) the amount mentioned in paragraph (2)(b),

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

(4) In this regulation, “the operative time” means—

- (a) if an immediate choice decision is made in relation to M’s remediable service, the time the decision is made;
- (b) otherwise, the end of the section 6 election period in relation to M.

RHAN 7

Darpariaeth ynghylch achosion arbennig

PENNOD 1

Ymdeol ar sail afiechyd

Cymhwyso a dehongli Rhan 7

52. Yn y Bennod hon—

ystyr “aelod YSA 1992” (“1992 IHR member”) yw aelod a chanddo hawlogaeth i ddyfarniad afiechyd o dan reol B3 o Atodlen 2 i Orchymyn 1992;

ystyr “aelod YSA 2007” (“2007 IHR member”) yw aelod a chanddo hawlogaeth i bensiwn afiechyd o dan reol 2 o Ran 3 o baragraff 1 o Atodlen 1 i Orchymyn 2007;

ystyr “aelod YSA 2015” (“2015 IHR member”) yw aelod a chanddo hawlogaeth i bensiwn afiechyd o dan reoliad 74 o Reoliadau 2015;

ystyr “buddion afiechyd” (“ill-health benefits”) yw buddion sy’n daladwy yn rhinwedd hawlogaeth aelod YSA 1992, aelod YSA 2007 neu aelod YSA 2015 a grybwyllir yn y rheoliad hwn;

ystyr “buddion afiechyd rhwymediol” (“remediable ill-health benefits”) yw buddion afiechyd sy’n daladwy mewn perthynas â gwasanaeth rhwymediol A yn ddiffoddwr tân;

ystyr “cynllun amgen” (“alternative scheme”), mewn perthynas ag—

- (a) aelod YSA 1992 neu aelod YSA 2007, yw cynllun 2015;
- (b) aelod YSA 2015, yw cynllun gwaddol yr aelod;

ystyr “dyfarniad haen isaf” (“lower tier award”), mewn perthynas ag—

- (a) cynllun 1992, yw dyfarniad a bennir yn unol â pharagraff B3(5)(a) o Orchymyn 1992;
- (b) cynllun 2007, yw dyfarniad a bennir yn unol â rheol 2(2) o Ran 3 o baragraff 1 o Atodlen 1 i Orchymyn 2007;
- (c) cynllun 2015, yw pensiwn afiechyd sy’n daladwy o dan reoliad 74(1) ac (1A) o Reoliadau 2015.

ystyr “dyfarniad haen uchaf” (“higher tier award”), mewn perthynas ag—

- (a) cynllun 1992, yw dyfarniad a bennir yn unol â pharagraff B3(5)(b) o Orchymyn 1992;
- (b) cynllun 2007, yw dyfarniad a bennir yn unol â rheol 2(3) o Ran 3 o baragraff 1 o Atodlen 1 i Orchymyn 2007;

PART 7

Provision about special cases

CHAPTER 1

Ill-health retirement

Application and interpretation of Part 7

52. In this Chapter—

“1992 IHR member” (“*aelod YSA 1992*”) means a member entitled to an ill-health award under rule B3 of Schedule 2 to the 1992 Order;

“2007 IHR member” (“*aelod YSA 2007*”) means a member entitled to an ill-health pension under rule 2 of Part 3 of paragraph 1 of Schedule 1 to the 2007 Order;

“2015 IHR member” (“*aelod YSA 2015*”) means a member entitled to an ill-health pension under regulation 74 of the 2015 Regulations;

“alternative scheme” (“*cynllun amgen*”) means, in relation to—

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

“higher tier award” (“*dyfarniad haen uchaf*”) means, in relation to—

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

“ill-health benefits” (“*buddion afiechyd*”) means benefits payable by virtue of an entitlement of a 1992 IHR member, a 2007 IHR member or a 2015 IHR member mentioned in this regulation;

“IQMP” (“*YMCA*”) has the meaning given in regulation 3 of the 2015 Regulations;

“lower tier award” (“*dyfarniad haen isaf*”) means, in relation to—

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

(c) cynllun 2015, yw pensiwn afiechyd sy'n daladwy o dan reoliad 74(2) o Reoliadau 2015;

mae i "YMCA" ("IQMP") yr un ystyr ag a roddir yn rheoliad 3 o Reoliadau 2015.

Hawlogaeth A i fuddion afiechyd i'w thrin yn gyfartal yng nghynllun amgen A

53.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas ag aelod dewis ar unwaith ("A") a oedd, yn ystod y cyfnod yn dechrau ar 1 Ebrill 2015 ac yn gorffen ar 31 Mawrth 2022 yn—

- (a) aelod YSA 2007, neu
- (b) aelod YSA 2015.

(2) At ddibenion DPGCSB 2022 a'r Rheoliadau hyn, mae A i'w drin fel pe bai'n bodloni'r gofynion ar gyfer dyfarndal afiechyd cyfatebol yng nghynllun amgen A.

(3) Ym mharagraff 2, ystyr "dyfarndal afiechyd cyfatebol yng nghynllun amgen A", pan fo gan A hawlogaeth i—

- (a) dyfarniad haen isaf o dan gynllun 2007, yw dyfarniad haen isaf o dan gynllun 2015;
- (b) dyfarniad haen uchaf o dan gynllun 2007, yw dyfarniad haen uchaf o dan gynllun 2015;
- (c) dyfarniad haen isaf o dan gynllun 2015, ac—
 - (i) cynllun gwaddol A yw cynllun 1992, yw dyfarniad haen isaf o dan y cynllun hwnnw;
 - (ii) cynllun gwaddol A yw cynllun 2007, yw dyfarniad haen isaf o dan y cynllun hwnnw;
- (d) dyfarniad haen uchaf o dan gynllun 2015, ac—
 - (i) cynllun gwaddol A yw cynllun 1992, dyfarniad haen uchaf o dan y cynllun hwnnw;
 - (ii) cynllun gwaddol A yw cynllun 2007, dyfarniad haen uchaf o dan y cynllun hwnnw.

(4) Nid yw unrhyw gwestiwn yn ymwneud â hawlogaeth A i fuddion afiechyd a benderfynwyd yn dilyn atgyfeiriad at YMCA i'w ailystyried yn rhinwedd unrhyw ddarpariaeth yn DPGCSB 2022 nac yn y Rheoliadau hyn.

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

"remediable ill-health benefits" ("*buddion afiechyd rhwymediol*") means ill-health benefits payable in relation to M's remediable service as a firefighter.

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

53.—(1) This regulation applies in relation to an immediate choice member ("M") who, during the period beginning on 1 April 2015 and ending on 31 March 2022, was—

- (a) a 2007 IHR member; or
- (b) a 2015 IHR member.

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

(3) In paragraph (2), "equivalent ill-health award in M's alternative scheme" means, where M is entitled to—

- (a) a lower tier award under the 2007 scheme, a lower tier award under the 2015 scheme;
- (b) a higher tier award under the 2007 scheme, a higher tier award under the 2015 scheme;
- (c) a lower tier award under the 2015 scheme, and—
 - (i) M's legacy scheme is the 1992 scheme, a lower tier award under that scheme;
 - (ii) M's legacy scheme is the 2007 scheme, a lower tier award under that scheme;
- (d) a higher tier award under the 2015 scheme, and—
 - (i) M's legacy scheme is the 1992 scheme, a higher tier award under that scheme;
 - (ii) M's legacy scheme is the 2007 scheme, a higher tier award under that scheme.

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

Hawlogaeth i fuddion afiechyd pan cynllun 1992 yw cynllun gwaddol aelod rhwymedi

54.—(1) Mae paragraff (2) yn gymwys—

- (a) pan fo aelod rhwymedi (“A”) yn aelod YSA 1992, a
- (b) pan nad aseswyd hawlogaeth A i ddyfarniad afiechyd o dan reoliad 74(1)(a) neu (2)(a) o Reoliadau 2015.

(2) Rhaid i’r rheolwr cynllun gael barn YMCA am y cwestiynau a ganlyn—

- (a) a fyddai A, ar adeg y penderfyniad gwreiddiol, wedi bodloni’r meini prawf o ran hawlogaeth i ddyfarniad haen isaf o dan gynllun 2015, a
- (b) a fyddai A, ar adeg y penderfyniad gwreiddiol, wedi bodloni’r meini prawf o ran hawlogaeth i ddyfarniad haen uchaf o dan gynllun 2015.

(3) Mae paragraff (4) yn gymwys pan—

- (a) cynllun 1992 yw cynllun gwaddol aelod rhwymedi (“A”),
- (b) aseswyd hawlogaeth A i ddyfarniad afiechyd o dan reoliad 74(1)(a) neu (2)(a) o Reoliadau 2015,
- (c) yn unol â’r rheoliad hwnnw, penderfynwyd—
 - (i) nad oedd gan A hawlogaeth i ddyfarniad haen isaf na dyfarniad haen uchaf, neu
 - (ii) bod gan A hawlogaeth i ddyfarniad haen isaf ond nad oedd ganddo hawlogaeth i ddyfarniad haen uchaf,
- (d) ymddiswyddodd A neu y’i diswyddwyd o’i gyflogaeth o fewn 3 mis i’r penderfyniad, ac
- (e) bo A yn aelod gohiriedig neu’n aelod-bensynwr o gynllun 2015.

(4) Rhaid i’r rheolwr cynllun gael barn YMCA am y cwestiynau a ganlyn—

- (a) pan ddyfarnwyd nad oedd gan A hawlogaeth i ddyfarniad haen isaf na dyfarniad haen uchaf—
 - (i) a fyddai A, ar adeg y penderfyniad gwreiddiol, wedi bodloni’r meini prawf o ran hawlogaeth i ddyfarniad haen isaf o dan gynllun 1992, a
 - (ii) a fyddai A, ar adeg y penderfyniad gwreiddiol, wedi bodloni’r meini prawf o ran hawlogaeth i ddyfarniad haen uchaf o dan gynllun 1992;

Entitlement to ill-health benefits where a remedy member’s legacy scheme is the 1992 scheme

54.—(1) Paragraph (2) applies where—

- (a) a remedy member (“M”) is a 1992 IHR member, and
- (b) M’s entitlement to an ill-health award has not been assessed under regulation 74(1)(a) or (2)(a) of the 2015 Regulations.

(2) The scheme manager must obtain the opinion of an IQMP on the following questions—

- (a) whether M would, at the time of the original decision, have met the criteria to be entitled to a lower tier award under the 2015 scheme, and
- (b) whether M would, at the time of the original decision, have met the criteria to be entitled to a higher tier award under the 2015 scheme.

(3) Paragraph (4) applies where—

- (a) a remedy member’s (“M’s”) legacy scheme is the 1992 scheme,
- (b) M’s entitlement to an ill-health award was assessed under regulation 74(1)(a) or (2)(a) of the 2015 Regulations,
- (c) it was determined in accordance with that regulation that—
 - (i) M was entitled to neither a lower tier award nor a higher tier award, or
 - (ii) M was entitled to a lower tier award but was not entitled to a higher tier award,
- (d) M resigned or was dismissed from their employment within 3 months of the determination, and
- (e) M is a deferred or pensioner member of the 2015 scheme.

(4) The scheme manager must obtain the opinion of an IQMP on the following questions—

- (a) where it was determined that M was entitled to neither a lower tier award nor a higher tier award—
 - (i) whether M would, at the time of the original decision, have met the criteria to be entitled to a lower tier award under the 1992 scheme, and
 - (ii) whether M would, at the time of the original decision, have met the criteria to be entitled to a higher tier award under the 1992 scheme;

- (b) pan ddyfarnwyd bod gan A hawlogaeth i ddyfarniad haen isaf ond nid i ddyfarniad haen uchaf, a fyddai A, ar adeg y penderfyniad gwreiddiol, wedi bodloni'r meini prawf o ran hawlogaeth i ddyfarniad haen uchaf o dan gynllun 1992.

(5) Rhaid i YMCA sydd i ddarparu barn am gwestiwn yn unol â'r rheoliad hwn—

- (a) archwilio A neu gyf-weld ag ef fel y gwêl yr YMCA hi'n angenrheidiol i ddarparu barn am y cwestiwn, a
- (b) rhoi barn ysgrifenedig i'r rheolwr cynllun ac i A sy'n cynnwys penderfyniad ar y cwestiwn.

(6) At ddiben darparu barn yn unol â'r rheoliad hwn ac yn ddarostyngedig i baragraff (5)(a), ni chaiff yr YMCA ond rhoi sylw i wybodaeth a oedd ar gael neu a allai fod wedi ei dangos ar adeg y penderfyniad gwreiddiol.

(7) Rhaid i'r rheolwr cynllun benderfynu a oes gan A hawlogaeth i ddyfarniad afiechyd, ac mae darpariaethau Rhan 12 o Reoliadau 2015 yn gymwys i—

- (a) penderfyniad o dan y paragraff hwn fel pe bai'n benderfyniad o dan reoliad 161 o'r Rheoliadau hynny, a
- (b) barn gan yr YMCA a gafwyd o dan y rheoliad hwn fel pe bai'n farn gan yr YMCA a gafwyd yn unol â'r Rhan honno.

(8) Pan benderfynir bod gan A hawlogaeth i ddyfarniad afiechyd mae A i'w drin at ddibenion DPGCSB 2022 a'r Rheoliadau hyn fel pe bai ganddo hawlogaeth i'r dyfarniad afiechyd hwnnw o adeg y penderfyniad gwreiddiol.

(9) Yn y rheoliad hwn, ystyr "penderfyniad gwreiddiol" yw—

- (a) at ddibenion paragraffau (1) a (2), y penderfyniad o dan Ran H o Atodlen 2 i Orchymyn 1992 y cafodd A yn ei rinwedd hawlogaeth i ddyfarniad afiechyd o dan gynllun 1992;
- (b) at ddibenion paragraffau (3) a (4), y penderfyniad o dan Bennod 4 o Ran 5 o Reoliadau 2015 y penderfynwyd yn ei rinwedd nad oedd gan A hawlogaeth i ddyfarniad haen isaf nac, yn ôl y digwydd, ddyfarniad haen uchaf o dan gynllun 2015.

Asesu ac ailasesu achosion afiechyd trosiannol penodol

55.—(1) Mae'r rheoliad hwn yn gymwys pan—

- (a) nad oedd aelod rhwymedi ("A"), yn union cyn 1 Ebrill 2022, yn aelod diogelwch llawn o gynllun 1992 nac yn aelod diogelwch llawn o gynllun 2007,

- (b) where it was determined that M was entitled to a lower tier award but not to a higher tier award, whether M would, at the time of the original decision, have met the criteria to be entitled to a higher tier award under the 1992 scheme.

(5) An IQMP who is to provide an opinion on a question in accordance with this regulation must—

- (a) examine or interview M as the IQMP thinks it is necessary to provide an opinion on the question, and
- (b) give the scheme manager and M a written opinion containing a decision on the question.

(6) For the purpose of providing an opinion in accordance with this regulation and subject to paragraph (5)(a), the IQMP may only have regard to information that was available or could have been produced at the time of the original decision.

(7) The scheme manager must determine whether M is entitled to an ill-health award, and the provisions of Part 12 of the 2015 Regulations apply to—

- (a) a determination under this paragraph as if it were a determination under regulation 161 of those Regulations, and
- (b) an opinion of the IQMP obtained under this regulation as if it were an opinion of the IQMP obtained in accordance with that Part.

(8) Where it is determined that M is entitled to an ill-health award M is to be treated for the purposes of the PSPJOA 2022 and of these Regulations as being entitled to that ill-health award from the time of the original decision.

(9) In this regulation, "original decision" means—

- (a) for the purposes of paragraphs (1) and (2), the decision under Part H of Schedule 2 to the 1992 Order by virtue of which M became entitled to an ill-health award under the 1992 scheme;
- (b) for the purposes of paragraphs (3) and (4), the decision under Chapter 4 of Part 5 of the 2015 Regulations by virtue of which it was determined that M was not entitled to a lower tier award or, as the case may be, a higher tier award under the 2015 scheme.

Assessment and reassessment of certain transitional ill-health cases

55.—(1) This regulation applies where—

- (a) a remedy member ("M") was, immediately before 1 April 2022, not a full protection member of the 1992 scheme or a full protection member of the 2007 scheme,

- (b) dechreuodd asesiad (“yr asesiad trosiannol”) o hawlogaeth A i ddyfarniad afiechyd o dan gynllun 2015 cyn 1 Ebrill 2022, ac
- (c) na wnaeth y rheolwr cynllun benderfyniad mewn perthynas â’r asesiad trosiannol erbyn diwedd 31 Mawrth 2022.
- (2) Pan nad yw’r asesiad trosiannol wedi ei benderfynu cyn 1 Hydref 2023, rhaid i’r rheolwr cynllun sicrhau—
- (a) bod yr asesiad trosiannol yn cael ei gynnal ar y sail mai 55 yw oedran pensiwn arferol A, a
- (b) bod unrhyw gamau a gymerwyd mewn perthynas â’r asesiad trosiannol, y gallai ei ganlyniad fod wedi bod yn wahanol pe baent wedi eu cymryd ar y sail mai 55 yw oedran pensiwn arferol A, yn cael eu hailgymryd.
- (3) Mae paragraff (4) yn gymwys pan—
- (a) bo’r asesiad trosiannol wedi ei benderfynu cyn 1 Hydref 2023, a
- (b) penderfynwyd—
- (i) nad oedd gan A hawlogaeth i ddyfarniad haen isaf na dyfarniad haen uchaf yng nghynllun 2015, neu
- (ii) bod gan A hawlogaeth i ddyfarniad haen isaf yng nghynllun 2015, ond nid i ddyfarniad haen uchaf yn y cynllun hwnnw.
- (4) Pan fo’r paragraff hwn yn gymwys, rhaid i’r rheolwr cynllun sicrhau—
- (a) bod A yn cael ei asesu o ran ei hawlogaeth i ddyfarniad perthnasol o dan gynllun 2015 ar y sail mai 55 yw oedran pensiwn arferol A, a
- (b) bod A yn cael ei drin fel pe bai’r asesiad trosiannol heb gael ei gynnal i’r graddau y mae’n ymwneud â’r dyfarniad perthnasol.
- (5) Yn y rheoliad hwn—
- ystyr “aelod diogelwch llawn o gynllun 1992” (“*full protection member of the 1992 scheme*”) yw aelod diogelwch llawn o gynllun 1992 o fewn ystyr paragraff 9 o Atodlen 2 i Reoliadau 2015;
- ystyr “aelod diogelwch llawn o gynllun 2007” (“*full protection member of the 2007 scheme*”) yw aelod diogelwch llawn o CPNDT o fewn ystyr paragraff 9 o Atodlen 2 i Reoliadau 2015;
- ystyr “dyfarniad perthnasol” (“*relevant award*”) yw—
- (a) pan fo paragraff (3)(b)(i) yn gymwys, ddyfarniad haen isaf a dyfarniad haen uchaf;
- (b) an assessment (“the transitional assessment”) of M’s entitlement to an ill-health award under the 2015 scheme began before 1 April 2022, and
- (c) a determination had not been made by the scheme manager in relation to the transitional assessment by the end of 31 March 2022.
- (2) Where the transitional assessment has not been determined before 1 October 2023, the scheme manager must secure that—
- (a) the transitional assessment is undertaken on the basis that M’s normal pension age is 55, and
- (b) any steps taken in relation to the transitional assessment, the outcome of which might have been different had they been taken on the basis that M’s normal pension age is 55, are retaken.
- (3) Paragraph (4) applies where—
- (a) the transitional assessment has been determined before 1 October 2023, and
- (b) it was determined that—
- (i) M was entitled to neither a lower tier award nor a higher tier award in the 2015 scheme, or
- (ii) M was entitled to a lower tier award in the 2015 scheme, but not a higher tier award in that scheme.
- (4) Where this paragraph applies, the scheme manager must secure that—
- (a) M is assessed for entitlement to a relevant award under the 2015 scheme on the basis that M’s normal pension age is 55, and
- (b) M is treated as if the transitional assessment had not been undertaken so far as it relates to the relevant award.
- (5) In this regulation—
- “full protection member of the 1992 scheme” (“*aelod diogelwch llawn o gynllun 1992*”) means a full protection member of the 1992 scheme within the meaning of paragraph 9 of Schedule 2 to the 2015 Regulations;
- “full protection member of the 2007 scheme” (“*aelod diogelwch llawn o gynllun 2007*”) means a full protection member of the NFPS within the meaning of paragraph 9 of Schedule 2 to the 2015 Regulations;
- “relevant award” (“*dyfarniad perthnasol*”) means—
- (a) where paragraph (3)(b)(i) applies, a lower tier award and a higher tier award;

(b) pan fo paragraff 3(b)(ii) yn gymwys, ddyfarniad haen uchaf.

(b) where paragraph 3(b)(ii) applies, a higher tier award.

PENNOD 2

Achosion arbennig amrywiol

Talu taliadau treth lwfans blynyddol a darparu gwybodaeth

56. Pan na all aelod rhwymedi roi hysbysiad effeithiol i'r gweinyddwr cynllun o dan adran 237B(3) o Ddeddf Cyllid 2004(1) mewn perthynas â blwyddyn dreth sydd o fewn y cwmpas (o fewn ystyr "in-scope" yng nghyfarwyddyd 7(7) o Gyfarwyddydau PGC 2022) am fod y terfyn amser yn adran 237BA(2) wedi darffod, mae cyfarwyddyd 7(2) i (6) o Gyfarwyddydau PGC 2022 yn gymwys mewn perthynas â'r aelod rhwymedi.

RHAN 8

Achosion niwed ar unwaith

Trin achosion niwed ar unwaith

57.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas â gwasanaeth rhwymediol person ("B") pan gafwyd rhwymedi niwed ar unwaith mewn perthynas â'r gwasanaeth hwnnw yn rhinwedd bodloni'r naill neu'r llall o'r amodau yn adran 32(2) a (3) (yr "amod rhwymedi niwed ar unwaith") o DPGCSB 2022.

(2) Mae'r Rheoliadau hyn ac adrannau 2 i 30 o DPGCSB 2022 yn gymwys mewn perthynas â gwasanaeth rhwymediol B fel y maent yn gymwys mewn perthynas ag aelod dewis ar unwaith y gwnaed penderfyniad dewis ar unwaith, mewn cysylltiad â'i wasanaeth rhwymediol, nad oes dewisiad adran 6 i'w wneud.

CHAPTER 2

Miscellaneous special cases

Payment of annual allowance tax charges and provision of information

56. Where a remedy member is unable to give an effective notice to the scheme administrator under section 237B(3) of the Finance Act 2004(1) in relation to an in-scope tax year (within the meaning of direction 7(7) of the PSP Directions 2022) because the time limit in section 237BA(2) has passed, direction 7(2) to (6) of the PSP Directions 2022 applies in relation to the remedy member.

PART 8

Immediate detriment cases

Treatment of immediate detriment cases

57.—(1) This regulation applies in relation to a person's ("A's") remediable service where an immediate detriment remedy has been obtained in relation to that service by virtue of either of the conditions in section 32(2) and (3) (the "immediate detriment remedy condition") of the PSPJOA 2022 having been met.

(2) These Regulations and sections 2 to 30 of the PSPJOA 2022 apply in relation to A's remediable service as they apply in relation to an immediate choice member in respect of whose remediable service an immediate choice decision has been made that no section 6 election is to be made.

(1) 2004 p. 12. Mewnosodwyd adran 237B gan baragraff 15 o Atodlen 17 i Ddeddf Cyllid 2011 (p. 11).

(2) Mewnosodwyd adran 237BA gan adran 9(3) o Ddeddf Cyllid 2022 (p. 3).

(1) 2004 c. 12. Section 237B was inserted by paragraph 15 of Schedule 17 to the Finance Act 2011 (c. 11).

(2) Section 237BA was inserted by section 9(3) of the Finance Act 2022 (c. 3).

(3) Mae unrhyw swm a dalwyd fel buddion neu ddigollediad yn unol â'r cytundeb neu (yn ôl y digwydd) y penderfyniad y bodlonwyd yr amod berthnasol yn ei rinwedd i'w drin at ddibenion adran 14 o DPGCSB 2022 fel—

- (a) budd cyfandaliad, os talwyd y swm fel cyfandaliad;
- (b) budd pensiwn, os talwyd y swm heblaw fel cyfandaliad.

RHAN 9

Atebolrwyddau a thalu

PENNOD 1

Cymhwyso Rhan 9

Cymhwyso Rhan 9

58. Mae'r Rhan hon yn gymwys mewn perthynas â swm perthnasol⁽¹⁾ sy'n ddyledus mewn cysylltiad â gwasanaeth rhwymediol aelod rhwymedi.

PENNOD 2

Llog, digollediad a netio

Llog

59.—(1) Rhaid i'r rheolwr cynllun gyfrifo llog ar swm perthnasol a ddisgrifir yng nghyfarwyddyd 15 o Gyfarwyddydau PGC 2022 yn unol â darpariaethau cyfarwyddydau 14 a 15 sy'n gymwys i'r disgrifiad hwnnw o swm perthnasol.

(2) Mewn perthynas â swm perthnasol nas disgrifir yng nghyfarwyddyd 15 o Gyfarwyddydau PGC 2022, rhaid i'r rheolwr cynllun benderfynu a delir llog ac, os felly, pa gyfradd llog sy'n gymwys a sut y'i cyfrifir.

(3) Mae'r darpariaethau a ganlyn o Gyfarwyddydau PGC 2022 yn gymwys i benderfyniad o dan baragraff (2) fel pe bai'n benderfyniad o dan gyfarwyddyd 16(1) o'r Gyfarwyddydau hynny—

- (a) cyfarwyddyd 16(2) (darparu eglurhad);
- (b) cyfarwyddyd 16(3) a (4) (apelau).

(3) Any amount paid by way of benefits or compensation pursuant to the agreement or (as the case may be) determination by virtue of which the relevant condition has been met is to be treated for the purposes of section 14 of the PSPJOA 2022 as—

- (a) a lump sum benefit, if the amount was paid by way of a lump sum;
- (b) a pension benefit, if the amount was paid otherwise than by way of a lump sum.

PART 9

Liabilities and payment

CHAPTER 1

Application of Part 9

Application of Part 9

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

CHAPTER 2

Interest, compensation and netting off

Interest

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

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

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

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

(1) Gweler adran 26(3) o DPGCSB 2022 am ystyr "relevant amounts".

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

Digollediad anuniongyrchol

60.—(1) Mae'r rheoliad hwn yn gymwys pan fo'r rheolwr cynllun, yn unol â chais o dan reoliad 61, yn penderfynu bod aelod dewis ar unwaith ("A") wedi mynd i golled y gellir digolledu amdani(1) sy'n golled treth Rhan 4(2) ("colled berthnasol").

(2) Ni chaniateir talu swm o dan adran 23 o DPGCSB 2022 i A fel digollediad mewn cysylltiad â'r golled berthnasol.

(3) Yn hytrach, mae swm y budd sy'n daladwy o dan gynllun pensiwn diffoddwyr tân i'w gynyddu i adlewyrchu swm y golled berthnasol yn y modd a benderfynir gan y rheolwr cynllun yn unol â chyfarwyddyd 10(2) i (4) o Gyfarwyddydau PGC 2022.

Ceisiadau am ddigollediad neu ddigollediad anuniongyrchol

61.—(1) Mae'r rheoliad hwn yn gymwys mewn perthynas ag—

- (a) talu swm perthnasol fel digollediad o dan adran 23(1) o DPGCSB 2022;
- (b) cynyddu buddion fel digollediad anuniongyrchol o dan reoliad 60.

(2) Nid yw'r swm perthnasol yn daladwy, neu (yn ôl y digwydd) nid yw'r buddion i'w cynyddu, ac eithrio—

- (a) pan wneir cais yn unol â chyfarwyddyd 18(1) a (2) o Gyfarwyddydau PGC 2022;
- (b) pan fo, yn dod gyda'r cais, unrhyw wybodaeth y mae'r rheolwr cynllun drwy hysbysiad ysgrifenedig yn ei gwneud yn ofynnol i'r person sy'n gwneud y cais ("P") ei darparu mewn perthynas â'r digollediad arfaethedig sydd—
 - (i) yn wybodaeth sydd ym meddiant P, neu
 - (ii) yn wybodaeth y gellir disgwyl yn rhesymol i P gael gafael arni, ac
- (c) pan fo'r rheolwr cynllun yn gwneud canfyddiad yn unol â chyfarwyddyd 18(3) o'r Gyfarwyddydau hynny.

(3) Mae'r canlynol yn gymwys mewn perthynas â chanfyddiad o dan gyfarwyddyd 18(3) o Gyfarwyddydau PGC 2022—

- (a) cyfarwyddyd 18(4) (darparu eglurhad);
- (b) cyfarwyddyd 18(5) a (6) (apelau).

(1) Gweler adran 23 o DPGCSB 2022 a chyfarwyddyd 11 o Gyfarwyddydau PGC 2022 am ystyr "compensatable loss".
(2) Gweler adran 23(9) o DPGCSB 2022 am ystyr "Part 4 tax loss".

Indirect compensation

60.—(1) This regulation applies where, pursuant to an application under regulation 61, the scheme manager determines that an immediate choice member ("M") has incurred a compensatable loss(1) that is a Part 4 tax loss(2) (a "relevant loss").

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

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

Applications for compensation or indirect compensation

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

- (a) the payment of a relevant amount by way of compensation under section 23(1) of the PSPJOA 2022;
- (b) the increase of benefits by way of indirect compensation under regulation 60.

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

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

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

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

(1) See section 23 of the PSPJOA 2022 and direction 11 of the PSP Directions 2022 for the meaning of "compensatable loss".
(2) See section 23(9) of the PSPJOA 2022 for the meaning of "Part 4 tax loss".

Netio

- 62.**—(1) Mae'r rheoliad hwn yn gymwys pan fo—
- (a) symiau perthnasol sy'n ddyledus gan berson neu i berson ("P") i'w talu ar yr un pryd neu ar adegau tebyg, a
 - (b) y rheolwr cynllun—
 - (i) wedi canfod y llog (os oes llog) sydd i'w dalu ar y symiau perthnasol yn unol â rheoliad 59, a
 - (ii) wedi lleihau'r symiau perthnasol yn ôl symiau rhyddhad treth yn unol â rheoliad 63.

(2) Caiff y rheolwr cynllun benderfynu, yn unol â chyfarwyddyd 19(2) i (5) o Gyfarwyddydau PGC 2022, fod rhaid cyfuno'r symiau perthnasol (ac unrhyw log arnynt) a bod rhaid i P dalu'r gwahaniaeth i'r cynllun neu (yn ôl y digwydd) fod rhaid i'r cynllun dalu'r gwahaniaeth i P.

(3) Mae'r darpariaethau a ganlyn o Gyfarwyddydau PGC 2022 yn gymwys mewn perthynas â phenderfyniad o dan baragraff (2) fel pe bai'n benderfyniad o dan gyfarwyddyd 19(1) o'r Gyfarwyddydau hynny—

- (a) cyfarwyddyd 19(6) (darparu eglurhad);
- (b) cyfarwyddyd 19(7) ac (8) (apelau).

PENNOD 3

Lleihau a hepgor atebolrwyddau

Gofyniad i leihau atebolrwyddau yn ôl symiau rhyddhad treth

- 63.**—(1) Mae'r rheoliad hwn yn gymwys pan fo—
- (a) atebolrwydd yn ddyledus gan berson i dalu cyfraniadau pensiwn mewn perthynas â gwasanaeth rhwymedïol aelod rhwymedi, neu
 - (b) atebolrwydd yn ddyledus gan y rheolwr cynllun i dalu digollediad mewn perthynas â gwasanaeth o'r fath,

o dan adran 15, 16 neu 17 o DPGCSB 2022.

(2) Rhaid i'r rheolwr cynllun leihau'r atebolrwydd yn ôl symiau rhyddhad treth(1)—

- (a) ganfyddir yn unol â chyfarwyddyd 4(5) i (9) o Gyfarwyddydau PGC 2022, a
- (b) cyn i'r atebolrwydd gael ei netio yn unol â rheoliad 62.

(1) Gweler adran 18(4) o DPGCSB 2022 am ystyr "tax relief amounts" at ddibenion atebolrwydd a grybwyllir yn rheoliad 53(1)(a), ac adran 18(7) o'r Ddeddf honno am ystyr y term hwnnw at ddibenion atebolrwydd a grybwyllir yn rheoliad 53(1)(b).

Netting off

- 62.**—(1) This regulation applies where—
- (a) relevant amounts owed by or to a person ("P") fall to be paid at the same time or similar times, and
 - (b) the scheme manager has—
 - (i) determined the interest (if any) that is to be paid on the relevant amounts in accordance with regulation 59, and
 - (ii) reduced the relevant amounts by tax relief amounts in accordance with regulation 63.

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

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

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

CHAPTER 3

Reduction and waiver of liabilities

Requirement to reduce liabilities by tax relief amounts

- 63.**—(1) This regulation applies where—
- (a) a person owes a liability to pay pension contributions in relation to the remediable service of a remedy member, or
 - (b) the scheme manager owes a liability to pay compensation in relation to such service,

under section 15, 16 or 17 of the PSPJOA 2022.

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

- (a) determined in accordance with direction 4(5) to (9) of the PSP Directions 2022, and
- (b) before the liability is netted off in accordance with regulation 62.

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

(3) Pan fo'r rheolwr cynllun yn gwneud canfyddiad o dan gyfarwyddyd 4(8) o Gyfarwyddydau PGC 2022 yn unol â pharagraff (2)(a) o'r rheoliad hwn, mae'r canlynol yn gymwys mewn perthynas â'r canfyddiad hwnnw—

- (a) cyfarwyddyd 4(10) (darparu eglurhad);
- (b) cyfarwyddyd 4(11) a (12) (apelau).

Hepgor symiau sy'n ddyledus gan oroeswr perthnasol i'r rheolwr cynllun

64.—(1) Rhaid i'r rheolwr cynllun hepgor swm sy'n ddyledus gan oroeswr perthnasol i'r cynllun o dan—

- (a) adran 14 o DPGCSB 2022, neu
- (b) y Rheoliadau hyn.

(2) At ddibenion paragraff (1) “goroeswr perthnasol” yw unrhyw berson heblaw am berson (“PD”) a bennir yn rheoliad 10(2)(b) a 14(2)(b) (penderfynwyr cymwys o ran gwasanaeth rhwymediol aelod ymadawedig), sy'n dod yn gymwys i dalu swm i'r cynllun o ganlyniad i—

- (a) penderfyniad a wneir gan PD yn unol ag—
 - (i) rheoliad 10(2)(b) (penderfyniad dewis ar unwaith ar gyfer buddion cynllun 2015 neu fuddion cynllun gwaddol),
 - (ii) rheoliad 14(2)(b) (penderfyniad dewis gohiriedig ar gyfer buddion cynllun 2015 neu fuddion cynllun gwaddol: cyffredinol),
- (b) dewisiad tybiedig yn unol ag—
 - (i) rheoliad 12(3) (penderfyniad dewis ar unwaith: dewisiad tybiedig), neu
 - (ii) rheoliad 18(2) (penderfyniad dewis gohiriedig: dewisiad tybiedig).

Hepgor symiau sy'n ddyledus gan berson perthnasol sydd wedi gwahanu i'r rheolwr cynllun

65.—(1) Rhaid i'r rheolwr cynllun hepgor swm sy'n ddyledus gan berson perthnasol sydd wedi gwahanu i'r cynllun o dan—

- (a) adran 14 o DPGCSB 2022, neu
- (b) y Rheoliadau hyn,

pan fo'r swm yn gysylltiedig â threfniant ar ysgariad, dirymiad neu ddi-ddymiad heblaw am orchymyn rhannu pensiwn.

(2) Person yw “person perthnasol sydd wedi gwahanu”—

- (a) sy'n ddarostyngedig i drefniant ar ysgariad, dirymiad neu ddi-ddymiad heblaw am orchymyn rhannu pensiwn, ac

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

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

Waiver of amounts owed by a relevant survivor to the scheme manager

64.—(1) The scheme manager must waive an amount owed by a relevant survivor to the scheme under—

- (a) section 14 of the PSPJOA 2022, or
- (b) these Regulations.

(2) A “relevant survivor” for the purposes of paragraph (1) is any person, other than a person (“D”) specified in regulation 10(2)(b) and 14(2)(b) (eligible decision-makers in respect of a deceased member's remediable service), who becomes liable to pay an amount to the scheme as a result of—

- (a) a decision made by D in accordance with—
 - (i) regulation 10(2)(b) (immediate choice decision for 2015 scheme or legacy scheme benefits),
 - (ii) regulation 14(2)(b) (deferred choice decision for 2015 scheme or legacy scheme benefits: general),
- (b) a deemed election in accordance with—
 - (i) regulation 12(3) (immediate choice decision: deemed election), or
 - (ii) regulation 18(3) (deferred choice decision: deemed election).

Waiver of amounts owed by a relevant separated person to the scheme manager

65.—(1) The scheme manager must waive an amount owed by a relevant separated person to the scheme under—

- (a) section 14 of the PSPJOA 2022, or
- (b) these Regulations,

where the amount is related to an arrangement on divorce, annulment or dissolution other than a pension sharing order.

(2) A “relevant separated person” is a person—

- (a) who is subject to an arrangement on divorce, annulment or dissolution other than a pension sharing order, and

(b) y mae ei atebolrwydd am swm a grybwyllir o dan baragraff (1) yn ymwneud â gwasanaeth rhwymediol person arall.

(3) Mae i “gorchymyn rhannu pensiwn” yr un ystyr ag a roddir yn Rhan 4 o’r Rheoliadau hyn.

(4) Nid yw “gwasanaeth adferadwy”, at ddibenion paragraff (2)(b), yn cynnwys gwasanaeth adferadwy sy’n wasanaeth cymysg o fewn ystyr adran 19 o DPGCSB 2022.

Pŵer i leihau neu hepgor symiau sy’n ddyledus gan gynrychiolydd personol i’r rheolwr cynllun

66.—(1) Caiff y rheolwr cynllun leihau neu hepgor swm sy’n ddyledus gan gynrychiolydd personol aelod rhwymedi ymadawedig i’r cynllun o dan—

- (a) adran 15 o DPGCSB 2022, neu
- (b) y Rheoliadau hyn.

(2) Wrth leihau neu hepgor swm o dan baragraff (1), rhaid i’r rheolwr cynllun gydymffurfio â’r gofynion a nodir yng nghyfarwyddyd 4(1)(a) i (c) o Gyfarwyddydau PGC 2022 (ac mae’r cyfeiriad yng nghyfarwyddyd 4(1)(c) at “any scheme regulations made by virtue of section 26(1)(b) of the PSPJOA 2022” i’w ddarllen fel cyfeiriad at reoliad 71).

Cytuno i hepgor atebolrwydd sy’n ddyledus gan y rheolwr cynllun mewn cysylltiad â chywiriad ar unwaith

67.—(1) Mae’r rheoliad hwn yn gymwys pan fo atebolrwydd yn ddyledus gan y rheolwr cynllun i dalu digollediad i berson (“P”) o dan adran 16(3) o DPGCSB 2022.

(2) Rhaid i’r rheolwr cynllun hysbysu P, drwy hysbysiad yn ysgrifenedig—

- (a) am hawlogaeth P o dan adran 16(3) o DPGCSB 2022,
- (b) y bydd P, os yw, maes o law, yn gwneud dewisiad adran 10 ar gyfer buddion cynllun 2015, yn agored i ad-dalu swm cyfwerth i’r hyn a gafwyd yn ddiogollediad yn unol ag adran 16(3) o DPGCSB 2022, gyda llog a gyfrifir yn unol â’r Rhan hon, ac
- (c) y gall P gytuno â’r rheolwr cynllun i hepgor atebolrwydd y rheolwr cynllun.

(3) Rhaid i’r rheolwr cynllun gytuno i hepgor yr atebolrwydd—

- (a) os gwna P gais ysgrifenedig i’r rheolwr cynllun i hepgor yr atebolrwydd, a
- (b) os gwneir cais o’r fath o fewn 12 mis i ddyroddi hysbysiad o dan baragraff (2).

(b) whose liability for an amount mentioned under paragraph (1) relates to another person’s remediable service.

(3) A “pension sharing order” has the same meaning as in Part 4 of these Regulations.

(4) “Remediable service”, for the purposes of paragraph (2)(b) does not include remediable service which is mixed service within the meaning of section 19 of the PSPJOA 2022.

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

66.—(1) The scheme manager may reduce or waive an amount owed by a personal representative of a deceased remedy member to the scheme under—

- (a) section 15 of the PSPJOA 2022, or
- (b) these Regulations.

(2) When reducing or waiving an amount under paragraph (1), the scheme manager must comply with the requirements set out in direction 4(1)(a) to (c) of the PSP Directions 2022 (and the reference in direction 4(1)(c) to “any scheme regulations made by virtue of section 26(1)(b) of the PSPJOA 2022” is to be read as a reference to regulation 71).

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

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

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

- (a) of P’s entitlement under section 16(3) of the PSPJOA 2022,
- (b) that if, in due course, P makes a section 10 election for 2015 scheme benefits, P will be liable to repay a sum equivalent to that which was received as compensation pursuant to section 16(3) of the PSPJOA 2022, with interest calculated in accordance with this Part, and
- (c) that P can agree with the scheme manager to waive the scheme manager’s liability.

(3) The scheme manager must agree to waive the liability if—

- (a) P makes a written request to the scheme manager to waive the liability, and
- (b) such request is made within 12 months of issuing a notice under paragraph (2).

(4) O ran cytundeb o'r fath—

- (a) rhaid ei wneud yn ysgrifenedig, a
- (b) caniateir ei ddad-wneud â chytundeb y rheolwr cynllun a P.

(5) Os na wneir cytundeb o dan baragraff (4), mae hawlogaeth P i hepgor yr atebolrwydd yn darfod.

(6) Mae cytundeb o dan baragraff (4) yn cael ei ddad-wneud neu fel arall yn peidio â bod yn gymwys—

- (a) pan fo diwedd y cyfnod dewisiad adran 10 mewn perthynas â P wedi mynd heibio, a
- (b) pan nad oes dewisiad dewis gohriedig wedi ei wneud, neu pan fernir nad yw wedi ei wneud, mewn perthynas â gwasanaeth rhwymediol P.

(7) Pan na wneir cytundeb yn unol â pharagraff (4) neu pan fo cytundeb yn cael ei ddad-wneud neu fel arall yn peidio â bod yn gymwys, mae'r atebolrwydd a grybwyllir ym mharagraff (1) yn ddyledus gan y rheolwr cynllun i P.

PENNOD 4

Talu atebolrwyddau net

Cymhwyso a dehongli Pennod 4

68. Mae'r Bennod hon yn gymwys mewn cysylltiad â swm perthnasol (ynghyd ag unrhyw log ar y swm perthnasol hwnnw) sy'n ddyledus ar ôl ystyried effaith rheoliadau 59 i 67, os oes effaith iddynt ("atebolrwydd net").

Talu symiau sy'n ddyledus i'r rheolwr cynllun

69.—(1) Mae'r rheoliad hwn yn gymwys pan fo atebolrwydd net yn ddyledus gan berson ("P") i'r rheolwr cynllun.

(2) Rhaid i'r rheolwr cynllun anfon hysbysiad yn ysgrifenedig at P yn nodi—

- (a) sut y mae'r atebolrwydd net wedi ei gyfrifo,
- (b) eglurhad o'r amgylchiadau pan ganiateir lleihau neu hepgor yr atebolrwydd net o dan reoliadau 64 i 66,
- (c) pan gyfrifir yr atebolrwydd net drwy gyfeirio at swm fel digollediad o dan adran 16(3) o DPGCSB 2022, eglurhad o'r cytundeb y caniateir ei wneud o dan reoliad 67,
- (d) pryd a sut y mae rhaid talu'r atebolrwydd net, ac
- (e) canlyniadau peidio â thalu'r atebolrwydd net.

(4) Such an agreement—

- (a) must be made in writing, and
- (b) may be rescinded with the agreement of the scheme manager and P.

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

(6) An agreement under paragraph (4) is rescinded or otherwise ceases to apply where—

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

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

CHAPTER 4

Payment of net liabilities

Application and interpretation of Chapter 4

68. This Chapter applies in respect of a relevant amount (together with any interest on that relevant amount) owed after taking into account the effect, if any, of regulations 59 to 67 ("a net liability").

Payment of amounts owed to the scheme manager

69.—(1) This regulation applies where a person ("P") owes a net liability to the scheme manager.

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

- (a) how the net liability has been calculated,
- (b) an explanation of the circumstances in which the net liability may be reduced or waived under regulations 64 to 66,
- (c) where the net liability is calculated by reference to an amount by way of compensation under section 16(3) of the PSPJOA 2022, an explanation of the agreement that may be made under regulation 67,
- (d) when and how the net liability must be paid, and
- (e) the consequences of not paying the net liability.

(3) Pan fo—

- (a) y rheolwr cynllun wedi anfon hysbysiad o dan baragraff (2), a
- (b) swm yr atebolrwydd net wedi ei addasu wedi hynny,

rhaid i'r rheolwr cynllun anfon hysbysiad arall yn ysgrifenedig at P o dan baragraff (2).

(4) Rhaid i P dalu swm yr atebolrwydd net i'r rheolwr cynllun—

- (a) pan fo'r atebolrwydd net yn ymwneud â gwasanaeth rhwymediol—
 - (i) aelod dewis ar unwaith, cyn diwedd y cyfnod o 6 mis sy'n dechrau â thrannoeth y diwrnod y caiff P yr hysbysiad diweddaraf o dan baragraff (2);
 - (ii) aelod dewis gohiriedig, cyn y diwrnod y daw buddion yn daladwy mewn perthynas â gwasanaeth rhwymediol aelod, neu
- (b) yn unol â chytundeb o dan baragraff (5), ac o fewn cyfnod o 10 o flynyddoedd sy'n dechrau ar ddyddiad cytundeb o'r fath.

(5) Caiff P a'r rheolwr cynllun gytuno bod yr atebolrwydd net i'w dalu'n rhannol neu'n llawn fel—

- (a) cyfandaliad, neu
- (b) rhandaliadau, pan fo'r atebolrwydd net yn £100 neu ragor.

(6) Os yw P, yn ystod cyfnod cytundeb o dan baragraff (4)—

- (a) yn ymddeol ar unrhyw sail, neu
- (b) yn marw,

caniateir talu'r balans sy'n ddyledus o dan y cytundeb fel didyniadau o unrhyw fuddion (gan gynnwys budd cyfandaliad) y mae gan P hawlogaeth iddynt o dan gynllun pensiwn diffoddwyr tân.

(7) Pan na fo P yn talu unrhyw swm sy'n dod yn ddyledus yn rhinwedd paragraff (4) neu gytundeb o dan baragraff (5), caiff y rheolwr cynllun ddiwynnu o fuddion sy'n daladwy i P o dan gynllun pensiwn diffoddwyr tân unrhyw symiau sy'n ymddangos yn rhesymol i'r rheolwr cynllun at ddiben rhyddhau atebolrwydd P.

Talu symiau sy'n ddyledus i berson

70.—(1) Mae'r rheoliad hwn yn gymwys pan fo atebolrwydd net yn ddyledus gan y rheolwr cynllun i berson ("P").

(3) Where—

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

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

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

- (a) where the net liability relates to the remediable service of—
 - (i) an immediate choice member, before the end of the period of 6 months beginning with the day after the day on which P receives the most recent notice under paragraph (2);
 - (ii) a deferred choice member, before the day on which benefits become payable in relation to the member's remediable service, or
- (b) in accordance with an agreement under paragraph (5), and within a period of 10 years beginning on the date of such an agreement.

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

- (a) a lump sum, or
- (b) where the net liability is £100 or more, instalments.

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

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

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

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

Payments of amounts owed to a person

70.—(1) This regulation applies where the scheme manager owes a net liability to a person ("P").

(2) Rhaid i'r rheolwr cynllun dalu swm yr atebolrwydd net i P—

- (a) cyn gynted ag y bo'n rhesymol ymarferol ar ôl i'r rheolwr cynllun ganfod swm yr atebolrwydd net, neu
- (b) pan fo'r rheolwr cynllun yn ei gwneud yn ofynnol i P ddarparu gwybodaeth yn unol â pharagraff (3), cyn gynted ag y bo'n rhesymol ymarferol ar ôl cael yr wybodaeth honno.

(3) Cyn talu swm atebolrwydd net sy'n ddyledus i P, caiff y rheolwr cynllun, drwy hysbysiad ysgrifenedig a roddir cyn gynted ag y bo'n rhesymol ymarferol ar ôl i'r rheolwr cynllun ganfod swm yr atebolrwydd net, ei gwneud yn ofynnol i P ddarparu gwybodaeth mewn perthynas â thalu'r atebolrwydd net sydd—

- (a) yn wybodaeth sydd ym meddiant P, neu
- (b) yn wybodaeth y gellir disgwyl yn rhesymol i P gael gafael arni.

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

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

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

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

Hannah Blythyn

Y Dirprwy Weinidog Partneriaeth Gymdeithasol, o
dan awdurdod y Gweinidog Cyfiawnder
Cymdeithasol, un o Weinidogion Cymru
4 Medi 2023

Deputy Minister for Social Partnership, under the
authority of the Minister for Social Justice, one of the
Welsh Ministers
4 September 2023

*Scott Mann
Stuart Anderson*

Cydsyniwn
Dau o Arglwydd Gomisiynwyr Trysorlys Ei Fawrhydi
31 Awst 2023

We consent
Two of the Lords Commissioners of His Majesty's
Treasury
31 August 2023

Penderfynwyr cymwys ar gyfer aelodau
ymadawedig

Dehongli

1.—(1) Yn yr Atodlen hon—

ystyr “buddiolwr” (“*beneficiary*”) yw person sydd wedi cael hawlogaeth i gael unrhyw fudd marwolaeth;

ystyr “dewisiad” (“*election*”) yw dewisiad gwasanaeth a optiwyd allan, penderfyniad dewisiad dewis ar unwaith neu benderfyniad dewisiad dewis gohiriedig;

ystyr “goroeswr sy’n blentyn cymwys” (“*eligible child survivor*”) yw “plentyn cymwys” (“*eligible child*”) o fewn yr ystyr a roddir yn rheoliad 94(2) o Reoliadau 2015 ac sydd o dan 18 oed;

ystyr “goroeswr sy’n oedolyn cymwys” (“*eligible adult survivor*”) yw—

- (a) “partner sy’n goroesi” o fewn yr ystyr a roddir yn rheoliad 85(1) a (2) o Reoliadau 2015, neu
- (b) “plentyn” o fewn yr ystyr a roddir yn rheoliad 94(1) o Reoliadau 2015 ac sy’n 18 oed neu’n hŷn;

ystyr “penderfynwr cymwys” (“*eligible decision-maker*”) yw’r person a gaiff wneud—

- (a) dewisiad gwasanaeth a optiwyd allan fel y crybwyllir yn rheoliad 6;
- (b) dewisiad dewis ar unwaith fel y crybwyllir yn rheoliad 10;
- (c) penderfyniad dewisiad dewis gohiriedig fel y crybwyllir yn rheoliad 14.

Unig fuddiolwr: goroeswr sy’n oedolyn cymwys

2. Pan fo person—

- (a) yn unig fuddiolwr, a
- (b) yn oroeswr sy’n oedolyn cymwys,

y person hwnnw yw’r penderfynwr cymwys.

Unig fuddiolwr: goroeswr sy’n blentyn cymwys

3. Pan fo person (“G”)—

- (a) yn unig fuddiolwr, a
- (b) yn oroeswr sy’n blentyn cymwys,

rhiant neu warcheidwad G yw’r penderfynwr cymwys.

Eligible decision-makers for deceased
members

Interpretation

1.—(1) In this Schedule—

“beneficiary” (“*buddiolwr*”) means a person who has become entitled to receive any death benefit;

“election” (“*dewisiad*”) means an opted-out service election, an immediate choice election decision or a deferred choice election decision;

“eligible adult survivor” (“*goroeswr sy’n oedolyn cymwys*”) means—

- (a) a “surviving partner” within the meaning given in regulation 85(1) and (2) of the 2015 Regulations, or
- (b) a “child” within the meaning given in regulation 94(1) of the 2015 Regulations and who is 18 years of age or older;

“eligible child survivor” (“*goroeswr sy’n blentyn cymwys*”) means an “eligible child” (“*plentyn cymwys*”) within the meaning given in regulation 94(2) of the 2015 Regulations and who is under the age of 18;

“eligible decision-maker” (“*penderfynwr cymwys*”) means the person who may make—

- (a) an opted-out service election as mentioned in regulation 6;
- (b) an immediate choice election as mentioned in regulation 10;
- (c) a deferred choice election decision as mentioned in regulation 14.

Sole beneficiary: eligible adult survivor

2. Where a person is—

- (a) the sole beneficiary, and
- (b) an eligible adult survivor,

the eligible decision-maker is that person.

Sole beneficiary: eligible child survivor

3. Where a person (“C”) is—

- (a) the sole beneficiary, and
- (b) an eligible child survivor,

the eligible decision-maker is a parent or guardian of C.

Mwy nag un buddiolwr: goroeswyr sy'n oedolion cymwys

4.—(1) Mae'r paragraff hwn yn gymwys pan mai dau neu ragor o oroeswyr sy'n oedolion cymwys yw'r buddiolwyr.

(2) Pan fo un o'r goroeswyr sy'n oedolion cymwys—

- (a) yn briod,
- (b) yn bartner sifil, neu
- (c) yn bartner sy'n cyd-fyw

i'r ymadawedig, y person hwnnw yw'r penderfynwr cymwys.

(3) Pan na fo'r un o'r goroeswyr sy'n oedolion cymwys yn berson a grybwyllir yn is-baragraff (2), y penderfynwr cymwys yw—

- (a) y person y cytunir arno rhyngddynt, yn unol â pharagraff 6 isod, y mae rhaid iddo fod yn un ohonynt hwy, neu
- (b) os nad oes cytundeb, y rheolwr cynllun.

Mwy nag un buddiolwr: goroeswyr sy'n blant cymwys

5. Pan mai plant yw'r unig rai sy'n fuddiolwyr, y mae dau neu ragor ohonynt yn oroeswyr sy'n blant cymwys, y canlynol yw'r penderfynwr cymwys—

- (a) pan fo pob un o'r goroeswyr sy'n blant cymwys yn byw ar yr un aelwyd, rhiant neu warcheidwad y plant cymwys;
- (b) pan fo'r goroeswyr sy'n blant cymwys yn byw ar aelwydydd gwahanol, y person y cytunir arno gan rieni neu warcheidwaid y goroeswyr sy'n blant cymwys, yn unol â pharagraff 6 isod, y mae rhaid iddo fod yn un ohonynt hwy, neu
- (c) os nad oes cytundeb, y rheolwr cynllun.

Mwy nag un buddiolwr: gofynion ychwanegol

6.—(1) Mae'r paragraff hwn yn gymwys pan fo, o dan baragraffau 4(3)(a) a 5(b), y penderfynwr cymwys i'w gytuno naill ai gan fwy nag un goroeswr sy'n oedolyn cymwys, neu, yn ôl y digwydd, fwy nag un rhiant neu warcheidwad goroeswyr sy'n blant cymwys ("y penderfynwr a all fod yn gymwys").

(2) Rhaid i'r rheolwr cynllun—

- (a) ceisio cael gwybod pwy yw'r holl benderfynwr a all fod yn gymwys hynny a'u hysbysu bod angen iddynt gytuno pwy yw'r penderfynwr cymwys mewn cysylltiad â'r ymadawedig yn unol â'r paragraff hwn, a

Multiple beneficiaries: eligible adult survivors

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

(2) Where one of the eligible adult survivors is—

- (a) a spouse,
- (b) a civil partner, or
- (c) a cohabiting partner

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

(3) Where none of the eligible adult survivors is a person mentioned in sub-paragraph (2), the eligible decision-maker is—

- (a) the person agreed upon between them, in accordance with paragraph 6 below, who must be one of them, or
- (b) if no agreement is reached, the scheme manager.

Multiple beneficiaries: eligible child survivors

5. Where the only beneficiaries are children, two or more of which are eligible child survivors, the eligible decision-maker is—

- (a) where all the eligible child survivors live in the same household, a parent or guardian of the eligible children;
- (b) where the eligible child survivors live in different households, the person agreed upon by the parents or guardians of the eligible child survivors, in accordance with paragraph 6 below, who must be one of them, or
- (c) if no agreement is reached, the scheme manager.

Multiple beneficiaries: additional requirements

6.—(1) This paragraph applies where, under paragraphs 4(3)(a) and 5(b), the eligible decision-maker is to be agreed upon either by multiple eligible adult survivors, or, as the case may be, multiple parents or guardians of eligible child survivors ("the potentially eligible decision-makers").

(2) The scheme manager must—

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

(b) darparu hysbysiad mewn cysylltiad â'r ymadawedig i bob penderfynwr a all fod yn gymwys, sy'n nodi—

(i) yr wybodaeth y byddai'n ofynnol ei darparu o dan reoliad 4, pe bai'r hysbysiad yn ddatganiad gwasanaeth rhwymediol, a

(ii) eglurhad o'r broses a nodir yn is-baragraff (3).

(3) Rhaid i'r penderfynwyr a all fod yn gymwys—

(a) cytuno'n unfrydol ar y penderfynwr cymwys ("y penderfynwr cymwys y cytunwyd arno"), a

(b) rhoi gwybod gyda'i gilydd i'r rheolwr cynllun pwy yw'r penderfynwr cymwys y cytunwyd arno, yn ysgrifenedig, o fewn 6 mis i gael yr hysbysiad a grybwyllir yn is-baragraff (2)(b).

(4) Os nad yw'r rheolwr cynllun yn cael hysbysiad yn unol ag is-baragraff (3)(b) uchod, y penderfynwr cymwys fydd y rheolwr cynllun yn union ar ôl i'r dyddiad ar gyfer hysbysiad yn yr is-baragraff hwnnw ddod i ben.

Achosion eraill

7. Mewn unrhyw achos nas cwmpeisir gan baragraffau 2 i 6, y rheolwr cynllun yw'r penderfynwr cymwys.

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Argraffwyd a chyhoeddwyd yn y DU gan Y Llyfrfa Cyf dan awdurdod a goruchwyliaeth Jeff James, Rheolwr Llyfrfa Ei Fawrhydi ac Argraffydd Deddfau Senedd y Brenin.

(b) provide a notice in respect of the deceased to each potentially eligible decision-maker, setting out—

(i) the information that would be required to be provided under regulation 4, if the notice were a remediable service statement, and

(ii) an explanation of the process set out at sub-paragraph (3).

(3) The potentially eligible decision-makers must—

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

(b) communicate the identity of the agreed eligible decision-maker to the scheme manager collectively, in writing, within 6 months of receiving the notice mentioned at sub-paragraph (2)(b).

(4) If the scheme manager does not receive notice in accordance with sub-paragraph (3)(b) above, the scheme manager becomes the eligible decision-maker immediately after the date for notice in that sub-paragraph expires.

Other cases

7. In any case not covered by paragraphs 2 to 6, the eligible decision-maker is the scheme manager.

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