

# Memorandum of Understanding between The Pensions Regulator (TPR) and the Board of the Pension Protection Fund (PPF)

## 1. Introduction

- 1.1. Since the creation of TPR and the PPF, close co-operation has been both necessary and mutually beneficial in enabling respective functions to be effectively carried out in the best interests of savers. TPR and the PPF are committed to continuing to work together to achieve their respective statutory objectives and to explore ways to enhance the pensions system, recognising their complementary responsibilities and the knowledge and understanding that each organisation has about the pensions landscape.
- 1.2. In particular, TPR and the PPF will engage closely in circumstances where a defined benefit (DB) employer appears unlikely to be able to meet its pension promises, where there is a possibility that a scheme may enter a PPF assessment period, where there may be grounds for a claim on the Fraud Compensation Fund, in connection with DB Superfunds and other DB consolidation models, or collaborating on research and insights relating to the pensions industry. Such engagement will support timely and effective decision-making, ensure appropriate risk mitigation, and help protect the interests of scheme members and the integrity of the pensions system.

## 2. Purpose

- 2.1. This Memorandum of Understanding (MoU) is between TPR and the PPF, (each a 'Party', and together the 'Parties'). The MoU establishes a framework for co-operation in carrying out their respective regulatory responsibilities under relevant pensions legislation. It sets out the role of each Party and explains how they will work together towards the common objectives of protecting and securing workplace pensions.
- 2.2. Its purpose is to facilitate the exchange of relevant information between TPR and the PPF in furtherance of their respective responsibilities, based on the following principles:
  - 2.2.1. **Assurance:** Each Party will have robust governance in place, and a shared understanding of where risks may impact the other.

- 2.2.2. **Value:** There is a clear focus on sharing skills and experience and working together to deliver the best outcomes and to reduce inefficiencies.
- 2.2.3. **Engagement:** further to this MoU, each Party will engage with the other in a consistent and coordinated manner. There will be regular and appropriate information exchange to ensure each Party can discharge its responsibilities as efficiently and effectively as possible. Also discussing relevant areas of policy development.
- 2.2.4. **Purpose:** The purposes, objectives and role of each Party are mutually understood to minimise duplication, and there is clarity on lines of accountabilities, and how objectives and purposes are aligned in the delivery of their respective statutory functions.
- 2.3. This MoU supersedes any previous MoU or Information Sharing Agreement between TPR and the PPF other than those arrangements listed in Appendix 1 to this MoU which remain in place.

### 3. Legal status and effect

- 3.1. Nothing in this MoU shall, or is intended to:
- 3.1.1. create any legal or procedural right or obligation which is enforceable by either Party against the other
  - 3.1.2. create any legal or procedural right or obligation which is enforceable by any third party against either or both Parties, or against any other third party
  - 3.1.3. prevent either Party from complying with any law or requirement which applies to them
  - 3.1.4. fetter or restrict in any way whatsoever the exercise of any discretion which the law requires or allows a Party to exercise; or
  - 3.1.5. create any legitimate expectation on the part of any person that either a Party will do any act (either at all, or in any particular way, or at any particular time), or will refrain from doing any act
- 3.2. Nevertheless, the Parties are committed to pursuing the aims and purposes of this MoU in good faith and intend to act in accordance with its terms on a voluntary basis.

## **4. Roles and responsibilities of TPR and the PPF**

- 4.1. TPR is established by the Pensions Act 2004. Its main purpose is to regulate work-based pension schemes as defined in section 5(3) of the Pensions Act 2004 with a view to the achievement of our statutory objectives as set out in section 5(1) including master trust authorisations, and to ensure compliance by employers with their automatic enrolment (AE) duties.
- 4.2. TPR has a further objective to reduce the risk of situations arising which may lead to compensation being payable from the PPF and is also responsible for collection of the General Levy, PPF Administration levy, and the Fraud Compensation Levy on behalf of the Secretary of State for Work and Pensions.
- 4.3. The PPF is established by the Pensions Act 2004. The role of the PPF is to pay compensation to members of eligible pension schemes. In operational terms this means:
  - 4.3.1. assessing whether eligible schemes should transfer into the PPF
  - 4.3.2. helping trustees to manage schemes through an assessment period
  - 4.3.3. taking on schemes and paying compensation to members
  - 4.3.4. setting, calculating and collecting pension protection levies
  - 4.3.5. the prudent management of assets and liabilities
- 4.4. The PPF is also responsible for administering the Fraud Compensation Fund.
- 4.5. TPR and the PPF have a number of complementary statutory responsibilities in respect of occupational pension schemes. These responsibilities mostly extend to different activities and objectives, co-operation and co-ordination between the TPR and PPF on areas of mutual interest will help ensure that:
  - 4.5.1 TPR and the PPF effectively achieve their statutory objectives
  - 4.5.2 roles and responsibilities of TPR and the PPF are clear to interested parties, in particular in terms of the different aspects of pensions regulation
  - 4.5.3 there is clarity on TPR's statutory objective to reduce the risk of situations arising which may lead to compensation being payable from the PPF
  - 4.5.4 the exercise of TPR and the PPF's powers in carrying out their duties is, so far as possible, are complementary and transparent

4.5.5 TPR and the PPF's public communications on issues of common interest will be appropriately co-ordinated

## **5. Co-operation**

- 5.1. TPR and the PPF will work closely together in the best interests of pension savers to improve public confidence in pensions.
- 5.2. The respective Chairs of TPR and the PPF will be invited to attend each other's Board Meetings to embed closer working between the two bodies. When either Chair is unavailable, their respective Chief Executive or Executive Director will be invited to attend instead.
- 5.3. At all levels, there will be close and regular contact between the two Parties. Effective co-operation and working in partnership will be a core commitment of both organisations. Senior executives of the PPF and TPR will meet at least annually, with regular working level engagement as determined by the areas of interest at any given time.
- 5.4. Where relevant to their respective functions and objectives, co-operation will include, in particular:
  - 5.4.1. designating individuals who will act as points of contact for the exchange of information, and
  - 5.4.2. consulting each other in respect of areas of common interest to come to an understanding of each other's views, and
  - 5.4.3. engaging in a timely manner, ensuring both the PPF and TPR have the opportunity to provide input in advance of material or policy decisions being made.
- 5.5. Where TPR becomes aware of situations where there is doubt over whether the business of a pension scheme's statutory employer is a going concern, TPR and the PPF will work closely together to ensure the best outcome for the pension scheme and scheme members in line with their respective statutory objectives.
- 5.6. Through its work on DB funding, TPR may identify schemes which are unlikely to reach a position to buy-out, TPR and the PPF will work together to develop a strategy in respect of that group of schemes which aims to maximise the benefit to savers.
- 5.7. TPR and the PPF collaborate closely where employers are undergoing restructuring or facing insolvency.

- 5.8. The PPF and TPR will liaise with each other as necessary on the compensation arrangements provided by the Financial Services Compensation Scheme, the PPF and the Fraud Compensation Fund. This may include careful co-ordination and exchange of information, where relevant, in cases where defaults or potential defaults under any of these compensation schemes could have a bearing on the other statutory responsibilities.
- 5.9. TPR and the PPF will continue to produce the Purple Book to help increase knowledge and understanding of the risks facing UK-based defined benefit pension schemes.
- 5.10. TPR and the PPF will work together as necessary in relation to the development of DB Superfunds and other DB consolidation models and their governance and regulation.

## **6. Co-ordination**

- 6.1. TPR and the PPF will each inform the other about material changes in their respective policies and operational practices which are likely to have a bearing on the responsibilities of the other. Additionally, TPR and the PPF may draw up other working principles in support of areas of joint interest.
- 6.2. In some cases, it will be more efficient or effective for a service to be provided by TPR to the PPF, or vice versa, rather than for both bodies to meet their own needs separately, to avoid duplication and reduce regulatory burdens subject to this being in line with their respective statutory remits. In these cases, service level agreements between the two organisations will set out the nature of the service to be provided, together with agreed standards, details of timing, charges (if any) and notice periods.
- 6.3. The PPF and TPR will liaise with each other and co-ordinate their activities as appropriate with other relevant public bodies or private organisations on developments on pension matters, including the relevant work as appropriate.

## **7. Information-sharing**

- 7.1. The PPF and TPR are responsible for ensuring the collection of information which they need to discharge their respective functions. Both parties will share information to the extent permitted by law in order to avoid separate collection of the same information to minimise the burden on pension schemes and the wider regulated community.
- 7.2. Where both Parties need access to the same information, they will reach agreement as to who should collect it, and how it should be transmitted to the other (the Service). In making such decisions, consideration will be given to

the timing of any data requirements and the state of readiness of the available infrastructure to store and transmit data, and any relevant legislation governing the collection and sharing of data.

- 7.3. The nature of the Service, its standards, timeliness and costs relating to the sharing of information is covered in a service level agreement agreed between TPR and the PPF.
- 7.4. In some cases, the Service may be outsourced to other agencies either permanently or temporarily to overcome operational constraints. Information gathered under these arrangements is to be treated the same as information or data collected directly by TPR or the PPF and where applicable, subject to the provisions of the Pensions Act 2004 and in compliance with Article 28 UKGDPR.
- 7.5. The PPF and TPR will, notwithstanding the above Service arrangements, seek to share information on a broad range of issues, as appropriate and relevant to their respective functions and statutory objectives via a completed information request form as set out at Appendix 2 or another written format. This may include, but is not limited to, requests for:
  - 7.5.1. information about PPF stress tests and developments or changes in the pensions market
  - 7.5.2. information about investigations and notifying the other about any relevant action taken against a person or firm by one regulator which may be relevant to the functions of the other
  - 7.5.3. information and intelligence held by TPR which gives rise to concerns or potential concerns about defined benefit pension schemes' financial stability or governance
  - 7.5.4. information about any concerns from either TPR or the PPF about compliance with statutory funding requirements for defined benefit pension schemes
  - 7.5.5. information or intelligence held by TPR which indicates a serious risk of situations arising which may lead to compensation being payable from the PPF
  - 7.5.6. information about any decision by TPR that has a material impact on a listed company's finances in relation to its liabilities to its defined benefit pension scheme
  - 7.5.7. information held by either TPR or the PPF about fraud/criminal or any other activity which may be relevant to the exercise of their respective functions and areas of responsibilities

- 7.6. The PPF and TPR may request information from each other under their respective information disclosure “gateways” under the Pensions Act 2004 and to the extent permitted by law via a completed information request form as set out at Appendix 2 or another written format. Where possible each Party will respond to such requests in the format requested within 10 working days or alternatively, may suggest a reasonable deadline for response, including an explanation of any urgency.
- 7.7. Where applicable, information will be shared in line each Party’s respective obligations under the UK GDPR. Each Party will be Controller for the purposes of the UK GDPR in respect of any personal data processed in the exercise of their respective functions.
- 7.8. In the event that either Party declines to provide information further to such requests, each Party can ask for that decision to be reviewed by:
- 7.8.1. For TPR, the Chief Operating Officer
- 7.8.2. For the PPF, the appropriate member of the Executive Committee in connection with the information requested
- 7.9. Both Parties confirm that they have robust information management procedures and controls in place to protect information shared.
- 7.10. The PPF and TPR may consult and co-ordinate in respect of reviews, calls for evidence and recommendations directed towards both Parties, where appropriate.
- 7.11. A separate MoU between the Pensions Ombudsman and the Financial Ombudsman Service governs the handling of complaints relating to occupational and personal, including stakeholder, pensions by TPR and the PPF. The PPF and TPR will liaise with each other as necessary on pensions-related complaints to ensure that shared issues are given appropriate consideration.

## **8. Confidentiality**

- 8.1. In accordance with relevant legislation, the PPF and TPR will protect the confidentiality and sensitivity of all unpublished regulatory or enforcement information and other confidential information received from the other.
- 8.2. Where each Party has received information from the other, it will consult with, and where required by statute obtain the consent of, the other before: i. passing the information to a third party or ii. using the information in enforcement or regulatory, or other proceedings, or in a court case.





- 8.3. The PPF and TPR will liaise where relevant, to the extent permitted by law and having regard to their respective objectives, on responding to enquiries from the public, or other public body and will each consult the other before releasing information originally belonging to the other.

## 9. Freedom of Information requests and subject access requests

- 9.1. TPR and the PPF as public authorities may from time to time receive requests made under the Freedom of Information Act 2000 (FoIA) and the UKGDPR. Each organisation will respond to requests received in accordance with their respective obligations. Where any information request involves information supplied by the other, the Party in receipt of the request may consult with the other prior to making any disclosure of information. The decision on whether to disclose information is for the Party in receipt of the request(s).

## 10. Review of Memorandum

- 10.1. This memorandum will be reviewed every five years to ensure the continued effectiveness of the co-operation and co-ordination between the PPF and TPR. In addition, a review may take place where there are any significant changes to policy, legislation, or where there has been a change of Chair or Chief Executive of either TPR or PPF. The memorandum may also be reviewed on an ad hoc basis at the request of either Party.

TPR	PPF
Signature: 	Signature: 
Sarah Smart, Chair TPR Board	Kate Jones, Chair Board of the PPF
Date: 28-Jul-2025   15:26 BST	Date: 28-Jul-2025   12:32 BST



## **Appendix 1**

- A. Partnering Agreement between The Pensions Regulator and The Board of the Pension Protection Fund (dated 10 March 2008, as amended from time to time).
- B. Fraud Compensation Levy Invoicing and Collection Process (dated 26 March 2021)

## Appendix 2: TPR's Information request form

### Data sharing request form

#### Required information

Name of organisation submitting request:		
What data will be shared? (Provide a full inventory of all data eg First name, Last name, Personal email address)	<b>Data inventory</b>	
	Data category	Number of records to be shared
	<b>Personal data inventory</b>	
	Data category	Number of records to be shared
Frequency of sharing:		
Purpose(s) of sharing and proposed use of the data:		
How long will the data be retained for?		
Will the data be further shared with any third parties? (If YES, please provide full details)		
Will the data shared include personal information? (If YES, see Schedule 2 (Data Protection) of Data Sharing Agreement which must be completed).		

## IT (Information Technology) and Security

How will the data be stored once shared?	
What security measures are in place to ensure there is no unauthorised access?	
What IT security controls are in place and how is their effectiveness tested?	
Who will have access to the information once shared?	
What file format will the data be shared in?	
What process will be followed to notify a data breach?	

## Data quality and governance

How will the quality and accuracy of the data be ensured/maintained?		
--	--	--

## Organisation contact information

Nominated owner/Contact: Name Position Email address	
---	--

## The Pensions Regulator contact information

Data owner: Name Position Email address	
Data governance team:	

## Legal gateway

Completed by:		Date:	

## Decision on data share

*(To be completed by Data governance team)*

Completed by:		Date:	

**Data governance comments***(To be completed by Data governance team)*

N/A

Completed by:

Date: