

Please note that subsequent to the approval of this policy, the name of the organisation changed to The Partnership Trust. All references to The Bath and Mendip Partnership Trust should be read as The Partnership Trust



The Bath & Mendip Partnership Trust

HR: LOCAL GOVERNMENT PENSION SCHEME DISCRETIONS POLICY

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APPLICABLE TO:	All Trust Schools
REVIEWED BY:	
APPROVED BY	Trust Board

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PLEASE NOTE THAT, SINCE CREATION OF THIS POLICY THE PARTNERSHIP TRUST HAS CHANGED ITS NAME TO THE BATH AND MENDIP PARTNERSHIP TRUST. ALL REFERENCES IN THIS POLICY TO THE PARTNERSHIP TRUST ARE TO BE READ AS THE BATH AND MENDIP PARTNERSHIP TRUST

1. Policy Statement

1.1. Under the rules of the Local Government Pension Scheme (“LGPS”) the employer has the right to authorise discretion on a number of matters regarding the administration of the pension scheme.

1.2. For a number of discretions there is a statutory requirement to publicise the approach the employer will take.

1.3. The approach to exercising discretion in this policy is to allow the employer to make a reasonable decision in individual cases but also to be clear as to the factors it will take into account in making that decision.

1.4. In formulating and reviewing its policy statements the employer is required to:

- a) Have regard to the extent to which the exercise of their discretionary powers, unless properly limited, could lead to a serious loss of confidence in the public service, and,
- b) Be satisfied that the policy is workable, affordable and reasonable having regard to the foreseeable costs.

1.5. Any complaints relating to decisions in these matters would need initially to be raised under the pension scheme’s Internal Disputes Resolution Procedure, details of which are available from the pension scheme administrator.

1.6. This policy confers no contractual rights.

1.7. The Partnership Trust retains the right to change this policy at any time.

1.8. Only the policy which is current at the time a relevant event occurs to the scheme member will be the one applied to that member.

2. This policy deals with the Employing Authority’s Discretions Under the following legislation:

1.1. The Local Government Pension Scheme (Administration) Regulations 2013 (as amended) [Prefix R]

1.2. The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 [Prefix TP]

- 1.3. The Local Government Pension Scheme (Administration) Regulations 2008 [prefix A]
- 1.4. The Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 (as amended) [prefix B]
- 1.5. The Local Government Pension Scheme Regulations 1995 [Prefix D below]
- 1.6. The Local Government Pension Scheme (Transitional Provisions) Regulations 2008 [prefix T]
- 1.7. The Local Government Pension Scheme Regulations 1997 (as amended) [prefix L]

3. Discretions from 1.4.14. in relation to post 31.3.14. active members and post 31.3.14. leavers:

Regulation	Discretion	Employer's policy on the exercise of this discretion
R3(1)(b) & RSch 2, Part 2	To whom to offer membership of the LGPS (designation bodies)	The Partnership Trust will comply with all of its obligations set out in its funding agreement as may be amended from time to time
R9 (1) & R9(3)	Determine rate of employees' contributions	The Partnership Trust will allocate employees to the appropriate contribution rate according to pay band at [usually 1 April] each year and adjust only where there is a contractual change during the year
R Sch 2, Part 3, para 12(c)	Whether, in respect of an admission body providing a service in respect of outsourced work, to set off against payments due to that body any sums due	The Partnership Trust will consider this on a case by case basis

	from that body to the Fund	
R16(2)(e)* & R16(4)(d)*	Whether, how much, and in what circumstances to contribute to a shared cost APC scheme	The Partnership Trust does not and does not intend to have a general policy of contributing to a shared cost APC scheme
R16(16)	Whether to extend the 30 day deadline for member to elect for a shared cost APC upon return from a period of absence from work with permission with no pensionable pay (otherwise than because of illness or injury, relevant child-related leave or reserve forces leave)	The Partnership Trust does not and does not intend to have a general policy of exercising this discretion.
R17(1) & definition of SCAVC in RSch 1	Whether, how much, and in what circumstances to contribute to shared cost AVC arrangements entered into on or after 1/4/14	The Partnership Trust does not and does not intend to have a general policy of contributing to a shared cost AVC scheme
TP15(1)(d) & A25(3)	Whether, how much, and in what circumstances to continue to contribute to a shared cost AVC arrangement entered into before 1/4/14	The Partnership Trust does not and does not intend to have a general policy of contributing to a shared cost AVC scheme
TP15(1)(b) & L66(8) & former L66(9)(b)	Allow late application to convert scheme AVCs into membership credit i.e. allow application more than 30 days after cessation of active membership (where AVC arrangement was entered into before 13/11/01)	The Partnership Trust does not have a general policy of extending time in these circumstances but may do so in exceptional circumstances or where there is a sound business case for doing so

R19(2)	No right to return of contributions if member left due to offence of a fraudulent character or grave misconduct unless employer directs a total or partial refund is to be made	The Partnership Trust will consider each case individually and on its merits
R22(8)(b)	Whether to extend the 12 month option period for a member to elect that post 31 March 2014 deferred benefits should not be aggregated with a new employment	The Partnership Trust does not have a general policy of extending time in these circumstances but may do so in exceptional circumstances or where there is a sound business case for doing so
R22(7)(b)	Whether to extend the 12 month option period for a member to elect that post 31 March 2014 deferred benefits should not be aggregated with an ongoing concurrent employment	The Partnership Trust does not have a general policy of extending time in these circumstances but may do so in exceptional circumstances or where there is a sound business case for doing so
R 30 (5)	Whether to waive any actuarial reduction that would normally be applied to deferred benefits which are paid before age 65.	The Partnership Trust will not generally exercise this discretion but will consider each application on a case by case basis.
R30(6)* & TP11(2)	Whether all or some benefits can be paid if an employee reduces their hours or grade (flexible retirement)	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
R30(8)*	Whether to waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement	The Partnership Trust will not generally exercise this discretion but will consider each application in this

		regard on a case by case basis
R30(8)*	Whether to waive, in whole or in part, actuarial reduction on benefits which a member voluntarily draws before normal pension age other than on the grounds of flexible retirement (where the member only has post 31/3/14 membership)	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
TPSch 2, para 1(1) (c) and para 1 (2)*	Whether to "switch on" the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60 (other than on the grounds of flexible retirement).	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
TP3(1), TPSch 2, para 2(1), B30(5) and B30A(5)*	Whether to waive any actuarial reduction for a member voluntarily drawing benefits before normal pension age other than on the grounds of flexible retirement (where the member has both pre 1/4/14 and post 31/3/14 membership) on a) on compassionate grounds (pre 1/4/14 membership) and in whole or in part on any grounds (post 31/3/14 membership) if the member was not in the Scheme before 1/10/06,	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis

	<p>b) on compassionate grounds (pre 1/4/14 membership) and in whole or in part on any grounds (post 31/3/14 membership) if the member was in the Scheme before 1/10/06, will not be 60 by 31/3/16 and will not attain 60 between 1/4/16 and 31/3/20</p> <p>c) on compassionate grounds (pre 1/4/16 membership) and in whole or in part on any grounds (post 31/3/16 membership) if the member was in the Scheme before 1/10/06 and will be 60 by 31/3/16</p> <p>d) on compassionate grounds (pre 1/4/20 membership) and in whole or in part on any grounds (post 31/3/20 membership) if the member was in the Scheme before 1/10/06, will not be 60 by 31/3/16 and will attain 60 between 1/4/16 and 31/3/20</p>	
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R31*	Whether to grant additional pension to an active member or within 6 months of ceasing to be an active member by reason of redundancy or business efficiency (by up to £6,500 p.a.)	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
TP12(6)	Whether to use a certificate produced by an IRMP under the 2008 Scheme for the purposes of making an ill health determination under the 2014 Scheme	The Partnership Trust will consider each case individually and on its merits
R37(3) & (4)	Determine whether a person in receipt of Tier 3 ill health pension has started gainful employment	The Partnership Trust will consider each case individually and on the information available
R37(3)	Whether to recover any overpaid Tier 3 pension following commencement of gainful employment	The Partnership Trust will consider each case individually and on the information available
R38(3)	Decide whether deferred beneficiary meets criteria of being permanently incapable of former job because of ill health and is unlikely to be capable of undertaking gainful employment before normal pension age or for at least three years, whichever is the sooner.	The Partnership Trust will consider each case individually and on its merits and on the information available
R38(6)	Decide whether a suspended ill health tier 3 member is unlikely to be capable of undertaking gainful employment before	The Partnership Trust will consider each case individually and on the information available

	normal pension age because of ill health	
R91(1) & (8)	Whether to apply to Secretary of State for a forfeiture certificate (where member is convicted of a relevant offence)	The Partnership Trust will consider each case individually and on its merits
R91(4)	Where forfeiture certificate is issued, whether to direct that benefits are to be forfeited (other than rights to GMP – but see R95 below)	The Partnership Trust will consider each case individually and on its merits
R92(1) & (2)	Where forfeiture certificate is issued, whether to direct interim payments out of Pension Fund until decision is taken to either apply the certificate or to pay benefits	The Partnership Trust will consider each case individually and on its merits
R93(2)	Whether to recover from Fund any monetary obligation or, if less, the value of the member's benefits (other than benefits from transferred in pension rights or APCs or AVCs or, subject to R95 below, in respect of any GMP) where the obligation was incurred as a result of a grave misconduct or a criminal, negligent or fraudulent act or omission in connection with the employment and as a result of which the person has left employment	The Partnership Trust will consider each case individually and on its merits
R95	Whether, if the member has	The Partnership Trust will consider each case

	committed treason or been imprisoned for at least 10 years for one or more offences under the Official Secrets Acts, forfeiture under R91 or recovery of a monetary obligation under R93 should R95 deprive the member or the member's surviving spouse or civil partner of any GMP entitlement	individually and on its merits
R98(1)(b)	Agree to bulk transfer payment	The Partnership Trust will not have a general policy in this regard but will consider each situation separately and on its merits
R100(6)	Extend normal time limit for acceptance of a transfer value beyond 12 months from joining the LGPS	The Partnership Trust does not have a general policy of extending time in these circumstances but may do so in exceptional circumstances or where there is a sound business case for doing so
TP3(6), TP4(6)(c), TP8(4), TP10(2)(a), TP17(2)(b) & B11(2)	Whether to allow a member to select final pay period for fees to be any 3 consecutive years ending 31st March in the 10 years prior to leaving	The Partnership Trust will not generally exercise this discretion but may do so in exceptional circumstances or where there is a sound business case for doing so
TP3(1)(a), TSch 1, L23(4)	Issue a certificate of protection of pension benefits where eligible non councillor member fails to apply for one (pay cuts / restrictions occurring pre 1.4.08.)	The Partnership Trust will consider each case individually and on its merits

4. Discretions in relation to scheme members who ceased active membership on or after 1.4.08. and before 1.4.14:

TSch1 & L66(8) & former L66(9)(b)	Allow late application to convert scheme AVCs into membership credit i.e. allow application more than 30 days after cessation of active membership	The Partnership Trust does not have a general policy of extending time in these circumstances but may do so in exceptional circumstances or where there is a sound business case for doing so
A47(2)	No right to return of contributions due to offence of a fraudulent character or grave misconduct unless employer directs a total or partial refund is to be made	The Partnership Trust will consider each case individually and on its merits
A72(1) & (6)	Whether to apply to Secretary of State for a forfeiture certificate (where member is convicted of a relevant offence)	The Partnership Trust will consider each case individually and on its merits
A72(3)	Where forfeiture certificate is issued, whether to direct that benefits are to be forfeited	The Partnership Trust will consider each case individually and on its merits
A73(1) & (2)	Where forfeiture certificate is issued, whether to direct interim payments out of Pension Fund until decision is taken to either apply the certificate or to pay benefits	The Partnership Trust will consider each case individually and on its merits
A74(2)	Whether to recover from Fund any monetary obligation or, if less, the value of the member's benefits	The Partnership Trust will not generally exercise this discretion but may do so in exceptional

	(other than transferred in pension rights or AVCs/ SCAVCs) where the obligation was incurred as a result of a criminal, negligent or fraudulent act or omission in connection with the employment and as a result of which the person has left employment	circumstances or where there is a sound business case for doing so.
A76(2) & (3)	Whether to recover from Fund any financial loss caused by fraudulent offence or grave misconduct of employee (who has left because of that), or amount of refund if less	The Partnership Trust will consider each case individually and on its merits.
B11(2)	Whether to allow a member to select a final pay period for fees to be any 3 consecutive years ending 31 March in the 10 years prior to leaving	The Partnership Trust will consider each case individually and on its merits.
B30(2)*	Whether to grant application for early payment of deferred benefits on or after age 55 and before age 60	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis.
B30(5)*	Whether to waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis.
B30A(3)*	Whether to grant an application for early payment of a	The Partnership Trust will not generally exercise this discretion

	suspended tier 3 ill health pension on or after age 55 and before age 60	but will consider each application in this regard on a case by case basis.
B30A(5)*	Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30A	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
B31(4)	Decide whether deferred beneficiary meets permanent ill health and reduced likelihood of gainful employment criteria	The Partnership Trust will consider each case individually and on the information available
B31(7)	Decide whether a suspended ill health tier 3 member is permanently incapable of undertaking any gainful employment	The Partnership Trust will consider each case individually and on the information available
* These are matters about which the regulations require there must be a written policy.		

5. Discretions under the Local Government Pension Scheme Regulations 1997 (as amended) in relation to scheme members who ceased active membership on or after 1.4.98. and before 1.4.08:

L22(1)(b)	Allow post 31.3.98. / pre 1.4.08. non-councillor leaver to select final pay period for fees to be a period of not less than 3 or more than 5 years back from date of leaving [Note: to all intents and purposes this discretion is now spent]	The Partnership Trust will consider each case individually and on its merits
L31(2)*	Grant application from a post 31.3.98. / pre 1.4.08. leaver for early	The Partnership Trust will not generally exercise this discretion

	payment of benefits on or after age 50/55 and before age 60 (see Note below)	but will consider each application in this regard on a case by case basis
L31(5)*	Waive, on compassionate grounds, the actuarial reduction applied to benefits paid early for a post 31.3.98. / pre 1.4.08. leaver	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
L31(7A)*	Councillor optants out and pre 1.4.08. employee optants out only to get benefits paid from NRD if employer agrees	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
L32(8A)	Whether to extend 12 month period for aggregation of deferred benefits (where deferred councillor member wishes to aggregate with current councillor membership in the same Fund)	The Partnership Trust does not have a general policy of extending time in these circumstances but may do so in exceptional circumstances or where there is a sound business case for doing so
L34(1)(b)	Decide, in the absence from a post 31.3.98. / pre 1.4.08. leaver of an election from the member within 3 months of being able to elect, which benefit is to be paid where the member would be entitled to a pension or retirement grant under 2 or more regulations in respect of the same period of Scheme membership	The Partnership Trust will consider each case individually and on its merits
L71(7)(a)	Consent to a member's former employer assigning to	The Partnership Trust will consider each case

	the new employer rights under any SCAVC life assurance policy (pre 1.4.08. non councillor leavers)	individually and on its merits
L88(2)	No right to return of contributions due to offence of a fraudulent character unless employer directs a total or partial refund is to be made (pre 1.4.08. leavers)	The Partnership Trust will consider each case individually and on its merits
L92	Contribution Equivalent Premium (CEP) in excess of the Certified Amount (CA) recovered from a refund of contributions can be recovered from the Pension Fund (pre 1.4.08. leavers)	The Partnership Trust will consider each case individually and on its merits
L111(2) & (5)	Forfeiture of pension rights on issue of Secretary of State's certificate (pre 1.4.08. leavers)	The Partnership Trust will consider each case individually and on its merits
L112(1)	Where forfeiture certificate is issued, direct interim payments out of Pension Fund until decision is taken to either apply the certificate or to pay benefits (pre 1.4.08. leavers)	The Partnership Trust will consider each case individually and on its merits
L113(2)	Recovery from Fund of monetary obligation owed by former employee or, if less, the value of the member's benefits (other than transferred in pension	The Partnership Trust will consider each case individually and on its merits

	rights) (pre 1.4.08. leavers)	
L115(2) & (3)	Recovery from Fund of financial loss caused by employee, or amount of refund if less (pre 1.4.08. leavers)	The Partnership Trust will consider each case individually and on its merits

*These are matters about which the regulations require there must be a written policy.

Note: benefits paid on or after age 50 and before age 55 are subject to an unauthorised payments charge and, where applicable, an unauthorised payments surcharge under the Finance Act 2006. Also, any part of the benefits which had accrued after 5 April 2006 would generate a scheme sanction charge.

6. The following table applies in relation to discretions to be exercised on and after 1 April 2014 in relation to scheme members who ceased active membership before 1 April 1998:

D11(2)(c)	Grant application from a pre 1.4.98. leaver for early payment of deferred benefits on or after age 50 on compassionate grounds (see Note below)	The Partnership Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
D10	Decide, in the absence from a pre 1.4.98. leaver of an election from the member within 3 months of being able to elect, which benefit is to be paid where the member would be entitled to a pension or retirement grant under 2 or more regulations in respect of the same period of Scheme membership	The Partnership Trust will consider each case individually and on its merits

Note: benefits paid on or after age 50 and before age 55 are subject to an unauthorised payments charge and, where applicable, an unauthorised payments surcharge under the Finance Act 2006. However, as the benefits had accrued prior to 6 April 2006, they would not generate a scheme sanction charge.

7. Discretions under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2006 (as amended)

5	To base redundancy payments on an actual weeks pay where this exceeds the statutory weeks pay limit	The Partnership Trust does not have a general policy of exercising this discretion but may do so in exceptional circumstances or where there is a sound business case for doing so
6	To award lump sum compensation of up to 104 weeks pay in cases of redundancy, termination of employment on efficiency grounds, or cessation of a joint appointment	The Partnership Trust does not have a general policy of exercising this discretion but may do so in exceptional circumstances or where there is a sound business case for doing so
11(2)	To award compensatory added years to a person aged 50 or over with 5 or more years membership (or notional membership) of the LGPS in cases of redundancy, termination of employment on efficiency grounds, or cessation of a joint appointment which occurred after 30 th	The Partnership Trust does not have a general policy of exercising this discretion but may do so in exceptional circumstances or where there is a sound business case for doing so

	September 2006 and before 1 April 2007 (but only if employment had commenced pre 1 st October 2006) [Note – this discretion is now spent]	
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8. Discretions under the Local Government (Early Termination of Employment) (Discretionary Compensation) (England and Wales) Regulations 2000 (as amended)

21(4)	How to apportion any surviving spouse's or civil partner's annual compensatory added years payment where the deceased person is survived by more than one spouse or civil partner	The Partnership Trust will consider each case individually and on the available information
25(2)	How it will decide to whom any children's annual compensatory added years payments are to be paid where children's pensions are not payable under the LGPS (because the employee had not joined the LGPS) and, in such a case, how the annual added years will be apportioned amongst the eligible children	The Partnership Trust will consider each case individually and on the available information
21(7)	Whether, in respect of the spouse of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries, enters into a new civil	The Partnership Trust will consider each case individually and on the available information

	<p>partnership or cohabits after 1 April 1998, the normal pension suspension rules should be disapplied i.e. whether the spouse's or civil partner's annual compensatory added years payments should continue to be paid</p>	
21(5)	<p>If, under the preceding decision, the authority's policy is to apply the normal suspension rules, whether the spouse's or civil partner's annual compensatory added years payment should be reinstated after the end of the remarriage, new civil partnership or cohabitation</p>	<p>The Partnership Trust will consider each case individually and on its merits</p>
21(7)	<p>Whether, in respect of the spouse or civil partner of a person who ceased employment before 1 April 1998 and where the spouse or civil partner remarries or cohabits or enters into a civil partnership on or after 1 April 1998 with another person who is also entitled to a spouse's or civil partners annual CAY payment, the normal rule requiring one of them to forego payment whilst the period of marriage, civil partnership or cohabitation</p>	<p>The Partnership Trust will consider each case individually and on the information available</p>

	lasts, should be disappplied i.e. whether the spouses' or civil partners' annual CAY payments should continue to be paid to both of them	
17	Whether and to what extent to reduce or suspend the member's annual compensatory added years payment during any period of re-employment in local government	The Partnership Trust will consider each case individually and on its merits
19	How to reduce the member's annual compensatory added years payment following the cessation of a period of reemployment in local government	The Partnership Trust will consider each case individually and on its merits

9. Discretions under the Local Government (Discretionary Payments) (Injury Allowances) Regulations 2011

Under Regulation 14 of the Injury Allowances Regulations, each LGPS employer (other than an Admitted Body) is required to formulate, publish and keep under review the policy that it will apply in the exercise of its discretionary powers to make any award under the Injury Allowances Regulations in respect of leavers, deaths and reductions in pay that occurred post 15 January 2012.

3(1)	Whether to grant an injury allowance following reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job	The Partnership Trust will consider each case individually and on its merits
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3(4) and 8	Amount of injury allowance following reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job	The Partnership Trust will consider each case individually and on the information available
3(2)	Determine whether person continues to be entitled to an injury allowance awarded under regulation 3(1)	The Partnership Trust will consider each case individually and on its merits
4(1)	Whether to grant an injury allowance following cessation of employment as a result of permanent incapacity caused by sustaining an injury or contracting a disease in the course of carrying out duties of the job	The Partnership Trust will consider each case individually and on its merits
4(3) and 8	Amount of injury allowance following cessation of employment as a result of permanent incapacity caused by sustaining an injury or contracting a disease in the course of carrying out duties of the job	The Partnership Trust will consider each case individually and on the available information
4(2)	Determine whether person continues to be entitled to an injury allowance awarded under regulation 4(1)	The Partnership Trust will consider each case individually and on its merits
4(5)	Whether to suspend or discontinue injury allowance awarded under regulation 4(1)	The Partnership Trust will consider each case individually and on its merits

	if person secures paid employment for not less than 30 hours per week for a period of not less than 12 months	
6(1)	Whether to grant an injury allowance following cessation of employment with entitlement to immediate LGPS pension where a reg 3 payment was being made at date of cessation of employment but reg 4 does not apply	The Partnership Trust will consider each case individually and on its merits
6(1)	Determine amount of any injury allowance to be paid under regulation 6(1)	The Partnership Trust will consider each case individually and on the available information
6(2)	Determine whether and when to cease payment of an injury allowance payable under regulation 6(1)	The Partnership Trust will consider each case individually and on its merits
7(1)	Whether to grant an injury allowance to the spouse, civil partner, nominated cohabiting partner or dependent of an employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job	The Partnership Trust will consider each case individually and on its merits
7(2) and 8	Determine amount of any injury allowance to be paid under regulation 7(1)	The Partnership Trust will consider each case individually and on the information available
7(3)	Determine whether and when to cease	The Partnership Trust will consider each case

	payment of an injury allowance payable under regulation 7(1)	individually and on its merits
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10. Discretions under the Local Government (Discretionary Payments) Regulations 1996 (as amended)

The following discretions under the Discretionary Payments Regulations:

- a) which relate to injury allowances, apply only in respect of leavers, deaths and reductions in pay that occurred before 16 January 2012; and**
- b) which relate to gratuities, apply only in respect of leavers and deaths that occurred before 16 January 2012.**

34(2) and 38	Amount of injury allowance following loss of employment through permanent incapacity after sustaining an injury or contracting a disease as a result of anything required to do in carrying out duties of job	The Partnership Trust will consider each case individually and on the available information
34(4)	Suspend or discontinue injury allowance if person becomes capable of working again	The Partnership Trust will consider each case individually and on its merits
35(3) and 38	Amount of injury allowance following reduction in pay after sustaining an injury or contracting a disease as a result of anything required to do in carrying out duties of job	The Partnership Trust will consider each case individually and on the information available
36	Amount and duration of injury allowance following cessation of employment where reg 35 payment was being	The Partnership Trust will consider each case individually and on the information available

	made but reg 34 does not apply	
37(3), 37(6) and 38	Amount and duration of a dependant's, spouse's or civil partner's injury allowance following death of employee after sustaining an injury or contracting a disease as a result of anything required to do in carrying out duties of job	The Partnership Trust will consider each case individually and on the information available
37(4)	Reinstate spouse's or civil partner's injury allowance following earlier cessation due to cohabitation, remarriage or registration of a new civil partnership	The Partnership Trust will consider each case individually and on its merits
40	Amount of death in service gratuity payable to surviving dependant, spouse or civil partner	The Partnership Trust will consider each case individually and on its merits and on the information available
41	Amount or retirement gratuity payable	The Partnership Trust will consider each case individually and on the information available
41(4)	Amount of gratuity payable to surviving dependant, spouse or civil partner where amount of annuity payments fall short of their capital value at date of award	The Partnership Trust will consider each case individually and on its merits
42	Amount if redundancy gratuity payable	The Partnership Trust will consider each case individually and on the information available
42(4)	Amount of gratuity payable to surviving dependant, spouse or	The Partnership Trust will consider each case individually on its

	civil partner where amount of redundancy annuity payments fall short of their capital value at date of award	merits and on the information available
42(7)	Amount of gratuity payable to any other surviving dependant, spouse or civil partner where amount of annuity payments paid under 42(4) fall short of their capital value at date of award	The Partnership Trust will consider each case individually on its merits and on the information available