

**THE INDUSTRY-WIDE MINeworkERS' PENSION SCHEME (THE "SCHEME")****1. RECITALS**

- 1.1 The Committee of Management wishes to amend the Rules in order to extend the class of beneficiaries for the payment of lump sum death benefits.
- 1.2 Clause 38(1) of the Trust Deed (the "**Scheme amendment power**") provides that the Co-ordinator may with the consent of the Committee of Management amend the Trust Deed and Rules.
- 1.3 Section 68 of the Pensions Act 1995 (the "**Statutory amendment power**") provides that the Committee of Management may, with the consent of the employer (as defined in that Act) modify the Scheme by resolution to extend the class of persons who may receive benefits under the Scheme in respect of the death of a member of the Scheme. The Committee of Management is satisfied that the proposed amendments are within the scope of the Statutory amendment power.
- 1.4 Section 67 of the Pensions Act 1995 provides that a Regulated Modification (as defined in the Act) is voidable unless certain conditions are met. The proposed amendments will constitute Regulated Modifications except to the extent that they affect rights to payment of the lump sum death benefits described in Rule 23(8) and Rule 26(3)(b) ("**Lump Sum Death in Service Benefits**").
- 1.5 Section 67 of the Pensions Act 1995 applies to amendments made using the Scheme amendment power but not using the Statutory amendment power. Consequently:
  - (a) the Co-ordinator wishes to resolve to make the amendments to the Lump Sum Death in Service Benefits by using the Scheme amendment power; and
  - (b) otherwise the Committee of Management wishes to resolve to make the amendments by using the Statutory amendment power but only in respect of those members whose employer has given its consent prior to the member's death.
- 1.6 The Co-ordinator has obtained the consent of the Committee of Management to the amendments in respect of Lump Sum Death in Service Benefits (as evidenced by the Committee of Management's execution of this resolution).
- 1.7 The Committee of Management has obtained the consent of each employer listed in Schedule 2 to this resolution where amendments to benefits other than Lump Sum Death in Service Benefits might impact employees or former employees of that employer.
- 1.8 The Actuary has confirmed to the Trustee for the purposes of regulation 42(2) of the Occupational Pension Schemes (Contracting-out) Regulations 1996 that he is satisfied that if the amendments are made the Scheme will continue to satisfy the statutory standard in accordance with section 12A of the Pension Schemes Act 1993.
- 1.9 The Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 prohibit employers and trustees in certain circumstances from making prescribed Listed Changes (as defined in those regulations) to an occupational or personal pension scheme unless consultation has been carried out as required by those regulations. The amendments set out below are not Listed Changes.

**2. RESOLUTIONS**

- 2.1 With effect from the date of this Resolution the Rules of the Scheme shall be amended in the manner set out in Schedule 1:
- (a) by the Co-ordinator in exercise of the Scheme amendment power in relation to the changes affecting Lump Sum Death in Service Benefits; and
  - (b) otherwise by the Committee of Management in exercise of the Statutory amendment power, but only in respect of members whose employer consented, prior to the member's death, to such amendments.

It is HEREBY RESOLVED:

1. to the extent that they relate to Lump Sum Death in Service Benefits the amendments in Schedule 1 to this resolution are proposed by the Co-ordinator in accordance with the Scheme amendment power and are HEREBY APPROVED by the Committee of Management; and
2. otherwise, the amendments in Schedule 1 are HEREBY MADE by the Committee of Management in accordance with the Statutory amendment power but only in respect of members whose employer consented, prior to the member's death, to the amendments. The Committee of Management notes that as at the date of this resolution, the employers listed in Schedule 2 have given the relevant consent.



.....  
On behalf of the Committee of Management

7 NOVEMBER 2011

.....  
Date

**SCHEDULE 1:  
AMENDMENTS TO THE RULES OF THE SCHEME**

1. Rules 23, 24, 25 and 26 shall be deleted in their entirety and replaced as follows:

**"SURVIVING SPOUSE'S BENEFIT**

23. (1) Subject as hereinafter provided and to the provisions of Rule 23B, where any member (in this Rule called "**the deceased**") dies benefit shall be payable to his Widow by reference to him under and in accordance with this Rule.
- (2) Benefit shall be payable under paragraph (3) of this Rule by reference to the deceased if any one or more of the following conditions are satisfied:—
- (a) he dies while he is in Eligible Employment; or
- (b) he has prior to the date of his death retired from Eligible Employment in such circumstances that a pension is or would had he survived have become payable to him under any of Rule 14 (whether or not increased under Rule 15), Rule 16, Rule 17, Rule 18, Rule 19, Rule 20 or paragraph (2) of Rule 22; or
- (c) his service in Eligible Employment terminates in such circumstances that a pension is or would had he survived have become payable to him under paragraph (3) of Rule 22.
- (3) The benefit payable under this paragraph shall be a pension calculated in accordance with paragraphs (4) and (5) of this Rule.
- (4) (a) Subject to paragraph (6) of this Rule, the weekly amount of the pension payable under paragraph (3) of this Rule by reference to the deceased shall consist of either:—
- (i) where the deceased dies whilst he is in Eligible Employment before attaining Pensionable Age two-thirds of the amount of the weekly pension which would had he retired on the day before the date of his death have been payable to him at the date of his death under Rule 16; or
- (ii) where the deceased dies whilst he is in Eligible Employment and on or after attaining Pensionable Age, two-thirds of the amount of the weekly pension which would had he retired on the day before the date of his death have been payable to him at the date of his death under Rule 14 and, if applicable, Rule 15; or
- (iii) where at the time of his death he was in receipt of a pension, two-thirds of the amount of the pension he was receiving at the date of his death ignoring any reduction in his pension arising from the exercise of the option contained in Rule 20; or
- (iv) where (i) and (ii) above do not apply and at the time of his death no pension is payable to the deceased, two-thirds of the amount of the pension which would have become payable had he attained Pensionable Age on the day before the date of his death.

- (b) Notwithstanding any provision of sub-paragraph (a) of this paragraph, where no Supplementary Fatal Injury Benefit is payable by reference to the deceased the weekly amount of the pension payable under paragraph (3) of this Rule (otherwise than solely by virtue of sub-paragraph (c) of paragraph (2) of this Rule) by reference to the deceased shall not be less than a weekly amount, in respect of the period specified in column (2) and any subsequent column of the Fourth Schedule, equal to the amount shown in those columns respectively against item (5A) of that Schedule. The weekly amounts of any additional benefit provided by operation of this sub-paragraph (b) shall be reduced by any additional benefits payable in respect of the deceased by operation of Rule 16(4)(b) of MPS.
- (5) Notwithstanding any other provisions of this Rule, where a member or other person retires from Eligible Employment or his service in Eligible Employment terminates, the amount of any pension payable by reference to him under paragraph (3) of this Rule shall not be less than one half of the guaranteed minimum pension payable under the combined provisions of Rule 12 and the Contracting-out Appendix.
- (6) Where the deceased dies leaving a Widow, so much of any pension payable under paragraph (3) of this Rule by reference to him as notwithstanding Rule 23B is payable to such Widow and is payable solely by virtue of sub-paragraph (a) or (b) of paragraph (2) of this Rule may at the discretion of the Committee of Management be withheld if the deceased's marriage to such Widow takes place after such Retirement or termination and within six Months before his death.
- (7) Where, apart from this paragraph, any person would for the time being be entitled to a pension or pensions under the provisions of this Rule or Rule 23B or MPS by reference to more than one member or other person, she shall be entitled only to such pension as is the larger or largest taking into account any increase under Rule 28 (or under MPS).

#### DEATH BENEFITS - INTERPRETATION

- 23A. Any reference in the Rules to any pension or other benefit payable, paid or received under Rule 23 or Rule 24 shall include a reference to any such pension or other benefit payable, paid or received as the case may be to or by any person by virtue of Rule 23B or Rule 24A.

#### SURVIVING SPOUSE'S BENEFIT - ALTERNATIVE BENEFICIARIES

- 23B. (1) Paragraph (3) of this Rule shall apply where at the date of the death of a member (in this paragraph and paragraphs (2) and (3) of this Rule called "**the deceased**") there is living any person (in this Rule and in Rules 24 and 24A called an "**alternative beneficiary**") who does not upon such death become the deceased's Widow but who, if the deceased is a man and retires from Eligible Employment or his service in Eligible Employment terminates, is a Dependant in relation to him and
- (a) is at the date of his death living with the deceased as his wife and being maintained by him; and or alternatively
- (b) has at the date of his death the care and maintenance of any Child of the deceased to whom benefit is payable under Rule 25 by reference to the deceased; and or alternatively

- (c) is being wholly or mainly maintained by him at the date of his death and is not and has not at any time been entitled to benefit under Rule 25 by reference to the deceased as a Child of his.
- (2) For the avoidance of doubt it is declared that paragraph (3) of this Rule:—
- (a) Is capable of applying whether or not the deceased has left a Widow surviving him; and
- (b) Shall continue to apply if the conditions specified in paragraph (1) of this Rule are satisfied and if the deceased has left a Widow surviving him but such Widow dies or ceases to be a Widow in relation to him.
- (3) (a) Where this paragraph applies any benefit payable under paragraph (3) of Rule 23 by reference to the deceased shall be payable wholly to the deceased's Widow (if any) unless the Committee of Management in their discretion determine to deal with it in either of the following ways, namely:—
- (i) they may award such benefit wholly to an alternative beneficiary; or
- (ii) they may divide such benefit between the deceased's Widow (if any) and any alternative beneficiaries, or any of them, in such proportions as the Committee of Management may decide;
- and the Committee of Management may determine to deal with different forms of benefit in different ways.
- (b) The Committee of Management may at any time review any determination previously made by them under this paragraph and on such review make a fresh determination in respect of future payments or vary or revoke any determination previously made by them under this paragraph.
- (c) Any determination made by the Committee of Management under this paragraph shall be binding so far as concerns the person or persons to whom any benefit referred to in sub-paragraph (a) of this paragraph shall be paid, and if and insofar as applicable in what proportions such benefits shall be paid, and in the provisions referred to in sub-paragraph (a) of this paragraph the expression "**person to whom benefit is payable**" shall be construed accordingly.
- (4) In making any determination under paragraph (3) of this Rule the Committee of Management shall not have regard to any pension payable to the deceased's Widow (if any) under the combined provisions of Rule 12 and the Contracting-out Appendix, and shall proceed as if no such pension was payable, whether or not the total amount of the pensions payable by reference to the deceased to such Widow and any alternative beneficiaries under the Rules is increased by virtue of that Rule, such determination and this sub-paragraph.
- (5) For the avoidance of doubt and for the purposes of interpretation of paragraph (1) of this Rule, any reference to the words "**man**" and "**wife**" shall be read if the deceased is a woman as a reference to the words "**woman**" and "**husband**" respectively.

**LUMP SUM DEATH BENEFITS**

24. (1) In addition to any benefit payable under Rule 23, where any member (in this Rule called "**the deceased**") dies leaving either or both of a Widow and one or more alternative beneficiaries (as defined in Rule 23B), lump sum benefit of whichever (if any) shall be applicable of the amounts specified in paragraphs (2), (3), (4) or (5) below shall be payable by reference to the deceased as follows:
- (a) any lump sum benefit under paragraph (3) of this Rule shall be held by the Committee of Management on the trusts set out in Rule 24A; and
  - (b) any lump sum benefits under paragraph (2), (4) or (5) of this rule shall be either:
    - (i) held by the Committee of Management on the trusts set out in Rule 24A where the deceased's Employer has consented, prior to the deceased's death, to them being so held; or
    - (ii) otherwise, payable to or among the deceased's Widow or alternative beneficiaries (as defined in Rule 23B) in accordance with paragraphs (2) to (5) inclusive of Rule 23B.
- (2) (a) If before the date of his death the deceased retires in such circumstances that a pension is payable to him under Rule 14 (whether or not increased under Rule 15) or Rule 20, or his service in Eligible Employment terminates on his being made redundant and a pension becomes payable to him under paragraph (2) or (3) of Rule 22, and he dies before the fifth anniversary after the date upon which such pension first becomes payable to him, lump sum benefit shall be payable by reference to him of an amount equal to the weekly pension which is payable to him at the date of his death multiplied by the number of weeks (a fraction of a week being treated as a whole week) between the deceased's death and the fifth anniversary of the date when such pension first becomes payable to him; and
- (b) If before the date of his death the deceased retires in such circumstances that a pension is or would had he survived have become payable to him under any one or more of Rule 16, Rule 17 and Rule 18 and he dies before, on or within five years after the date when such pension, or if more than one the first of such pensions to become payable to him, first becomes so payable, lump sum benefit shall be payable by reference to him of an amount equal to the excess of the greatest amount or total amount of the weekly pensions which at any time have been or would had he survived have been or become payable to him under any one or more of Rules 16, 17 and 18 (not taking into account any annual increases by reference to changes in the Index of Retail Prices provided for by Rule 28 falling to be made after the date of his death), multiplied by 260, over the total of the amounts (if any) by way of pension which have been paid or become payable to the deceased under such one or more of Rules 16, 17 and 18 as shall have been applicable.
- (3) (a) In addition to any other benefit payable under this Rule, lump sum death in service benefit shall be payable under this paragraph by reference to the deceased if he dies while he is in Eligible Employment.

- (b) The amount of the lump sum death in service benefit payable under this paragraph shall subject to sub-paragraph (c) be whichever one of the following applicable amounts is the greatest:—
- (i) an amount of 156 times the amount of any weekly pension which would have been or become payable to the deceased referred to in and as calculated for the purposes of paragraph (4) of Rule 23;
  - (ii) the aggregate of the amount specified in Part I of the Third Schedule in relation to this paragraph, and the amount of any benefit payable under sub-paragraph (a) of paragraph (6) of Rule 25 by reference to the deceased; and
  - (iii) an amount of 104 times the amount of his Pensionable Earnings.
- (c) The lump sum payable under this paragraph shall be reduced by a sum equal to the amount of any benefit payable under Rule 16(7), Rule 16(9) and Rule 16(10) of MPS.
- (4) (a) In addition to any other benefits payable under this Rule, a lump sum death benefit shall, subject to the provisions of paragraph (5) of this Rule, be payable under this sub-paragraph by reference to the deceased if he satisfies the conditions specified in paragraphs (2) or (3) of Rule 22 and dies before the pension becomes payable to him under the provisions of either of those paragraphs.
- (b) The amount of the lump sum death benefit payable under this paragraph shall be 156 times the amount of the weekly pension which would have been payable to the deceased had his pension become payable on the day prior to the date of his death and on the basis that he made no election in accordance with the provisions of paragraph (4) of Rule 14.
- (5) (a) Subject as hereinafter provided where after Retirement the deceased dies as a result of an Industrial Accident or at premises on which persons are in Eligible Employment, lump sum industrial death benefit shall be payable to his Widow under this paragraph by reference to him if one or both of the following conditions are satisfied:—
- (i) the deceased's death ensues within 3 months of the Industrial Accident of which it is the result; or
  - (ii) that death ensues without the deceased having ceased to be incapable of work.
- (b) The amount of the lump sum industrial death benefit payable under this paragraph shall be whichever shall be applicable of the following amounts
- (i) if the deceased retires before attaining Pensionable Age an amount of 156 times the amount of the weekly pension which is payable to him at the date of his death under Rule 16, or, which would had he survived have become payable to him under that Rule Provided that for the purposes of this sub-paragraph it shall be deemed that a pension is or would have become payable to him under that Rule and that Rule only notwithstanding that by virtue of the Rules any pension might be or have become payable

to him under some other Rule and Provided also that, in determining the amount of any weekly pension which would have been payable to him under Rule 16 only such annual increases (if any) by reference to changes in the Index of Retail Prices provided for by Rule 28 as shall have fallen to be made on or before the date of the deceased's death shall be taken into account;

- (ii) if the deceased retires on or after attaining Pensionable Age, an amount of 156 times the amount of the weekly pension payable to him at the date of his death under Rule 14 (and if applicable increased under Rule 15);
- (iii) the amount specified in Part I of the Third Schedule in relation to this paragraph, if that amount, taken together with the amount of any benefits payable under sub-paragraph (a) of paragraph (6) of Rule 25 by reference to the deceased, is greater than whichever shall be applicable of the amounts specified in sub-paragraph (b)(i) and (ii) above.

#### TRUST FOR LUMP SUM DEATH BENEFITS

24A. Where benefits payable by reference to a member who has died (in this Rule called "**the deceased**") are expressed by the Rules to be held by the Committee of Management on the trusts set out in this Rule, the Committee of Management will hold such benefits on trust with power to pay or apply them for the benefit of such person or persons including the deceased's Widow or alternative beneficiaries (as defined in Rule 23B) as the Committee of Management in their discretion determine and the Committee of Management may determine to deal with different forms of benefit in different ways.

#### CHILDREN'S BENEFIT AND LUMP SUM DEATH BENEFIT

25. (1) Subject as hereinafter provided, benefit shall be payable under and in accordance with this Rule to the Child of a deceased member (in this rule called "**the deceased**").
- (2) (a) Subject as hereinafter provided, benefit shall be payable under this paragraph to every Child of the deceased if and so long as there is living any person to whom benefit has been paid by reference to the deceased under Rule 23 or Rule 24.
  - (b) The benefit payable under this paragraph shall be a pension consisting in respect of the periods specified in column (2) and any subsequent column of the Fourth Schedule of the weekly amounts shown in those columns respectively against item (6) of that Schedule.
  - (3) (a) Subject as hereinafter provided, benefit shall be payable under this paragraph to every Child of the deceased if and so long as there is not living any person to whom benefit has been paid by reference to the deceased under Rule 23 or Rule 24.
  - (b) The benefit payable under this paragraph shall be a pension consisting of the weekly amount which in respect of the periods specified in column (2) and any subsequent column of the Fourth Schedule exceeds by the amounts shown in those columns respectively against item (7) of that



Schedule (or, in the case of any Child to whom benefit is payable after he has attained the age of 16, the amounts shown in those columns respectively against item (8) of that Schedule):—

- (i) the aggregate of the weekly rates at which for the time being guardian's allowance payable under the Social Security Legislation and child benefit are (or would if they were both payable in respect of him be) payable in respect of that Child; less
  - (ii) the weekly amount or aggregate weekly amounts (if any) of guardian's allowance payable under the Social Security Legislation and or alternatively child benefit for the time being payable in respect of that Child.
- (c) For the purposes of sub-paragraph (b) of this paragraph "**child benefit**" means child benefit within the meaning of section 1(1) of the Child Benefit Act 1975.
- (4) In any case where the Committee of Management have exercised their discretion under paragraph (3) of Rule 23B or Rule 24A (as the case may be) to determine to divide a benefit payable under Rule 23 or Rule 24 between any of the deceased's Widow and such other person or persons as are referred to in paragraph (1) of Rule 23A or Rule 24A (as applicable), the Committee of Management shall have power, exercisable at their discretion on the death of any of the persons between whom it was determined that any such benefit should be so divided, to decide that the benefit payable to any Child of the deceased shall consist of the weekly amount specified in paragraph (3) of this Rule instead of the weekly amount specified in paragraph (2) of this Rule.
- (5) (a) Any benefit payable under any of the foregoing provisions of this Rule to a Child of the deceased shall be payable to such Child:—
- (i) until he attains the age of 16; and
  - (ii) after he has attained that age, for so long as the requirements of sub-paragraph (b) of this paragraph are satisfied in relation to him.
- (b) The requirements referred to in sub-paragraph (a)(ii) of this paragraph are as follows:—
- (i) that such Child is Permanently Incapable of Self-Support; or
  - (ii) that such Child is under the age of 21 and is for the time being undergoing:—
    - (A) full-time instruction at any university, school or other educational establishment; or
    - (B) training by any person for any trade, profession or vocation in such circumstances that such Child is required to devote the whole of his time to such training for a period of not less than two years; and while he is undergoing such training the emoluments receivable by him, or payable by the person providing such training in respect of him, exclusive of any emoluments receivable or payable

by way of return of any premium paid in respect of such training, do not exceed £5.80 per week.

- (6) (a) Subject as hereinafter provided, in addition to any benefit payable under the foregoing provisions of this Rule lump sum benefit shall be payable under this paragraph to any Child of the deceased by reference to the deceased if benefit is payable to such Child under the foregoing provisions of this Rule by reference to the deceased and if the deceased dies:—
- (i) while he is a member in Eligible Employment; or
  - (ii) as a result of an Industrial Accident or at premises at which persons are in Eligible Employment in circumstances satisfying either of the conditions specified in sub-paragraph (a) of paragraph (5) of Rule 24.
- (b) The amount of any lump sum benefit payable under this paragraph shall be the amount specified in Part I of the Third Schedule in relation to this paragraph Provided that subject to sub-paragraph (d) of this paragraph, if but for the proviso specified in Part I of the Third Schedule the total of the amounts so specified in relation to this paragraph would have exceeded £500, the sum of £500 so specified shall be divided equally between each Child of the deceased entitled to lump sum benefit under this paragraph.
- (c) If the deceased leaves a Child who is Permanently Incapable of Self-Support and who is not under the age of 21 at the date of his death and no benefit is payable by virtue of the death of the deceased:—
- (i) under paragraph (5) of Rule 24; or
  - (ii) to any other Child of the deceased by virtue of sub-paragraph (a) of paragraph (5) of this Rule;
- such Child Permanently Incapable of Self-Support shall be entitled to receive benefit under paragraph (2) of Rule 26 in lieu of benefit under this paragraph.
- (d) If it appears that the deceased was maintaining more than one family, the Committee of Management may, in their discretion, divide the total of the benefits payable under this paragraph between some or all of the Children of the deceased entitled under the foregoing provisions of this paragraph to receive such benefits in such proportions as the Committee of Management may determine.
- (e) For the avoidance of doubt it is declared that this Rule has effect in relation to the death of a woman as well as of a man.
- (7) Notwithstanding anything contained in this Rule, no Child who is for the time being entitled to a pension under this Rule or under MPS shall become entitled to any additional pension under this Rule.

#### **OTHER DEATH BENEFITS**

26. (1) Benefit shall be payable under this Rule in respect of the death of any member or other person specified in this Rule (such member or other person being in this Rule and in the Fifth Schedule called "**the deceased**").

(2) Where the deceased dies:—

(a) while he is a member in Eligible Employment; or

(b) after Retirement as a result of an Industrial Accident at premises at which persons are in Eligible Employment in circumstances satisfying either of the conditions specified in sub-paragraph (a) of paragraph (5) of Rule 24,

but without leaving any person to whom benefit is payable by reference to him under Rule 23, Rule 24 or Rule 25 (other than sub-paragraph (c) of paragraph (6) of Rule 25), lump sum benefits of the amounts specified in Part I of the Third Schedule in relation to this paragraph shall be payable under this Rule by reference to the deceased to the persons indicated in that Schedule.

(3) Subject to the provisions of paragraph (4) of this Rule, lump sum benefit consisting of the aggregate of whichever (if any) shall be applicable of the amounts set out in paragraphs (a), (b), (c) or (d) below shall be payable by reference to the deceased as follows:—

(i) any lump sum benefit under sub-paragraph (b) of this Rule shall be held by the Committee of Management on the trusts set out in Rule 24A; and

(ii) any lump sum benefits under sub-paragraphs (a), (c) or (d) of this Rule shall either be:

(1) held by the Committee of Management on the trusts set out in Rule 24A where the deceased's Employer has consented, prior the deceased's death, to them being so held; or

(2) otherwise, payable under this rule to the estate of the deceased by reference to him.

(a) Where the deceased dies:—

(i) while he is a member in Eligible Employment; or

(ii) in the circumstances specified in sub-paragraph (b) of paragraph (2) of Rule 23 whether or not leaving any person to whom benefit is payable by reference to him under that Rule or Rule 24; or

(iii) after becoming a member of the Scheme and after he has Retired but not in the circumstances specified in sub-paragraph (b) of paragraph (2) of Rule 23;

an amount in respect of a refund of the contributions paid or deemed to be paid or payable by or in respect of the deceased (in the Fifth Schedule called "**the deceased's contributions**") and (if the deceased was a Transferred MPS Member and if and insofar as shall be applicable) of units standing to the deceased's credit calculated in accordance with the provisions of the Fifth Schedule and with Compound Interest at 3% per

annum until the date of the deceased's death calculated in accordance with Rule 48 and in the case of units standing to the deceased's credit from 3rd April 1961.

- (b) If the deceased dies while in Eligible Employment but without leaving any person to whom benefit is payable by reference to him under Rule 23 or Rule 24 whichever one of the following applicable amounts is the greatest:—
- (i) if the deceased dies before attaining Pensionable Age an amount of 156 times the amount of the weekly pension which had the deceased retired on the day before the date of his death would have been payable to him at the date of his death under Rule 16 or, if no such pension would have been payable to him under that Rule, the weekly pension (if any) which would have become payable to him had he retired as mentioned above but survived Provided that for the purposes of this provision it shall be deemed that a pension would have been or become payable to him under that rule and under that Rule only notwithstanding that by virtue of the Rules a pension might have been or become payable to him under some other rule and Provided also that in determining the amount of any weekly pension which would had the deceased survived have become payable to him only such annual increases (if any) by reference to changes in the Index of Retail Prices provided for by Rule 28 as shall have fallen to be made on or before the date of the deceased's death shall be taken into account; or
  - (ii) if the deceased dies on or after attaining Pensionable Age, an amount of 156 times the amount of the weekly pension which had the deceased retired on the day before the date of his death and on or after attaining Pensionable Age would have been payable to him at the date of his death under Rule 14 (and if and insofar as applicable Rule 15); or
  - (iii) an amount of 104 times the amount of his Pensionable Earnings.
- (c) Where the deceased dies in the circumstances specified in sub-paragraph (b) or (c) of paragraph (2) of Rule 23 but without leaving any person to whom benefit is payable by reference to him under Rule 23 or Rule 24 the aggregate of the following amounts:—
- (i) the amount of the benefit (if any) which would have been payable by reference to him under paragraph (2) of Rule 24 had there been any person to whom it was payable; and
  - (ii) the amount of the benefit (if any) which would have been payable by reference to him under paragraph (4) of Rule 24 had there been any person to whom it was payable.
- (d) Where the deceased dies:—
- (i) in the circumstances specified in sub-paragraph (b) of paragraph (2) of Rule 23; or

- (ii) after becoming a member of the Scheme and after he has Retired but not in the circumstances specified in sub-paragraph (b) of paragraph (2) of Rule 23;

but without leaving any person to whom benefit is payable by reference to him under Rule 23 or Rule 24 the amount of the benefit (if any) which would have been payable by reference to him under paragraph (5) of Rule 24 had there been any person to whom it was payable.

- (4) There shall be deducted from the amount of the lump sum benefit payable by virtue of sub-paragraph (a) of paragraph (3) of this Rule the aggregate of whichever shall be applicable of the following amounts:—
  - (a) An amount representing the Actuarial Value as at the date of the deceased's death of any benefits payable by reference to him under paragraph (3) of Rule 23, by virtue of paragraph (2) of that Rule or under Rule 25;
  - (b) The amount as at the date of the deceased's death of any benefits paid or payable to the deceased under Rule 14 (whether or not increased under Rule 15), Rule 16, Rule 18 or Rule 22 disregarding the excess of any amount paid or payable to him under Rule 18 in respect of any week over the amount (if any) which would have been payable to him in respect of that week under Rule 16 or Rule 17 had he not been entitled in respect of that week to a pension under the said Rule 18 (or, if in those circumstances no amount would have been payable to him under either the said Rule 16 or the said Rule 17 in respect of that week, the whole amount paid or payable to him in respect of that week under the said Rule 18);
  - (c) The amount of any lump sum benefit payable by reference to the deceased under paragraph (2) of Rule 24 or sub-paragraph (c) of paragraph (3) of this Rule;
  - (d) The excess of the amount of any lump sum benefit payable by reference to the deceased under paragraphs (3) and or alternatively (5) of Rule 24 or alternatively any lump sum benefit payable under sub-paragraph (d) of paragraph (3) of this Rule over the aggregate of whichever shall be applicable of the following amounts:—
    - (i) the amount specified in Part I of the Third Schedule in relation to paragraph (3) of Rule 24 as shall have been taken into account for the purposes of determining the amount of any lump sum benefit payable by reference to the deceased under paragraph (5) of Rule 24;
    - (ii) the amount specified in Part I of the Third Schedule in relation to paragraph (5) of Rule 24, insofar as any lump sum benefit is payable by reference to the deceased under that paragraph; and
    - (iii) the total amount of the benefits (if any) referred to in sub-paragraph (c) of this paragraph payable by reference to the deceased."

2. In Rule 53, the words "Rule 18 or Rule 23" shall be deleted and replaced by the words "Rule 18, Rule 23 or Rule 24."
3. In the Third Schedule the words "Rule 23(8)" shall be deleted and replaced by the words "Rule 24(3)" and the words "Rule 23(9)" shall be deleted and replaced by the words "Rule 24(5)" in each case wherever they appear.

**SCHEDULE 2:  
LIST OF CONSENTING EMPLOYERS**

Blenkinsopp Collieries

Coal Products

Fenton Solid Fuels

IKO

Jones Lang LaSalle Resources

Maltby Colliery

Scottish Coal

UK Coal Mining Ltd