



Local Government Pension Scheme (LGPS) Discretions Policy

Approval by:	Trust Board
Date of approval:	April 2025
Review date:	April 2028

Version	Date	Summary of changes	Author
25.1	April 2025	New Policy from Stone King template	CFO

Educate Together Academy Trust Local Government Pension Scheme Discretion Policy

General Principles

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.
2. For a number of discretions there is a statutory requirement to publicise the approach the employer will take.
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.
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.
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.
6. This policy confers no contractual rights.
7. Educate Together Academy Trust retains the right to change this policy at any time.
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.

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

- The Local Government Pension Scheme Regulations 2013 [Prefix R]
- The Local Government Pension Scheme (Transitional Provisions, Savings and Amendment) Regulations 2014 [Prefix TP]
- The Local Government Pension Scheme (Administration) Regulations 2008 [prefix A]
- The Local Government Pension Scheme (Benefits, Membership and Contributions) Regulations 2007 (as amended) [prefix B]
- The Local Government Pension Scheme Regulations 1995 [Prefix D below]
- The Local Government Pension Scheme (Transitional Provisions) Regulations 2008 [prefix T]
- The Local Government Pension Scheme Regulations 1997 (as amended) [prefix L]

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, R2(1B)(a)& RSch2 Part 2	To whom to offer membership of the LGPS (designation bodies)	Educate Together Academy Trust will comply with all of its obligations set out in its funding agreement as may be amended from time to time
R2(1C),R3(1)(b) & R4(2)(b)	Which employees to designate for membership (admission bodies).	Educate Together Academy 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	Educate Together Academy Trust will allocate employees to the appropriate contribution rate according to pay band at 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 from that body to the Fund	Educate Together Academy Trust will consider this on a case by case basis
R16(2)(e)* & R16(4)(d)*	Whether, how much, and in what circumstances to contribute to a shared cost APC scheme	Educate Together Academy Trust does not and does not intend to have a general policy of contributing to a shared cost APC scheme. Additional pension contribution would not normally be funded in whole or in part by Educate Together Academy Trust, any such payments would only be granted in exceptional cases
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)	Educate Together Academy Trust does not and does not intend to have a general policy of contributing to a shared cost APC scheme nor shall it 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	Educate Together Academy Trust does not and does not intend to have a general policy of contributing to a shared cost AVC scheme
TP15(2A)(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)	Educate Together Academy 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 where a member left their employment due to offence of a fraudulent character or grave misconduct in connection with that employment unless employer	Educate Together Academy Trust will consider each case individually and on its merits.

	directs a total or partial refund is to be made	
R21(5)	In determining Assumed Pensionable Pay (APP), whether a lump sum payment made in the previous 12 months is a "regular lump sum"	Educate Together Academy Trust will consider each case individually and on its merits
R21(5A) & R21(5B)	Where in the Employer's opinion, the pensionable pay received in relation to an employment (adjusted to reflect any lump sum payments) in the 3 months (or 12 weeks if not paid monthly) preceding the commencement of Assumed Pensionable Pay (APP), is materially lower than the level of pensionable pay the member would have normally received, decide whether to substitute a higher level of pensionable pay having had regard to the level of pensionable pay received by the member in the previous 12 months.	Educate Together Academy 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	<p>Employees must transfer in pension rights from other pension schemes within 12 months of being employed by the Trust, except where:</p> <ul style="list-style-type: none"> the employee applies to transfer the pension scheme to the LGPS within the 12-month period but there are delays with the administrative process which are not the fault of the employee e.g. determining the transfer value; OR the employee was initially employed on a fixed term contract or regular casual basis and was unsure that employment would continue and therefore did not make the application. <p>The employee applied to transfer the pension scheme, but it was not received by the pension administrator.</p>
TP10(6)	Whether to extend the 12 month option period for a member (who did not become a member of the 2014 Scheme by virtue of TP5(1) to elect that pre 1 April 2014 deferred benefits should be aggregated with a new employment.	Educate Together Academy 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	Educate Together Academy 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
R30(6)* & TP11(2)	Whether all or some benefits can be paid if an employee reduces their hours or grade (flexible retirement)	<p>Each application will be considered individually, and a decision made on the merits of each case. Applications will only be approved where there is a suitable post that the employee can “step down” * into and it can be demonstrated that this is in the interests of the trust and/or there is no extra financial cost. * The employee must reduce their salary by at least 40% by either reducing their contractual hours and/or their pay grade.</p> <p>Applications must be recommended by the Accounting Officer and approved by the Trust board.</p>
R30(8)*	Whether to waive, in whole or in part, actuarial reduction on benefits paid on flexible retirement	<p>Applications will only be considered on compassionate grounds in cases of severe financial hardship. Each application will be considered individually, and a decision made on the merits of each case. The following factors will be taken into account:</p> <ul style="list-style-type: none"> • the merits of the applicant's case and whether the applicant has clearly demonstrated and evidenced <ul style="list-style-type: none"> a) the compassionate grounds and b) severe financial hardship; • the financial cost to the trust; and • the impact of approving the application taking into account in the interests of the trust. <p>Applications must be recommended by the Accounting Officer and approved by the Trust board.</p>
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)	Educate Together Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis. It will only be approved in exceptional circumstances and if it is in Educate Together Academy

		Trust's business interest to allow it.
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).	<p>This discretion may only be exercised in exceptional circumstances where it is clearly evidenced in a business case that it is in the interests of the trust and the costs associated with the early release of pension benefits are affordable.</p> <p>Applications must be recommended by the Accounting Officer and approved by the Trust board.</p>
TP3(1), TPSch 2, para 2(1), B30(5) and B30A(5)*	<p>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</p> <ul style="list-style-type: none"> a) on compassionate grounds (pre 1/4/14 membership) and/or 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, b) on compassionate grounds (pre 1/4/14 membership) and/or 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 c) on compassionate grounds (pre 1/4/16 membership) and/or 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 d) on compassionate grounds (pre 1/4/20 membership) and/or 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 inclusive 	Educate Together Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis

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.on 1 April 2014 - this figure is inflation proofed annually)	Educate Together Academy Trust will not grant additional pension.
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	Educate Together Academy 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	Educate Together Academy 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	Educate Together Academy Trust will consider each case 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.	Educate Together Academy 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 normal pension age because of ill health	Educate Together Academy Trust will consider each case individually and on the information available
R91(1) & (8)	Whether to apply to Secretary of State for a forfeiture certificate (where member is convicted of a relevant offence) (a relevant offence is an offence committed in connection with an employment in which the person convicted is a member, and because of which the member left the employment).	Educate Together Academy 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)	Educate Together Academy 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	Educate Together Academy 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	Educate Together Academy Trust will consider each case individually and on its merits

R95	Whether, if the member has 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	Educate Together Academy Trust will consider each case individually and on its merits
R98(1)(b)	Agree to bulk transfer payment	Educate Together Academy 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	Educate Together Academy Trust will not normally allow an extension to the 12 month period to separate previous LG service unless it can be reasonably shown that the member was not provided with the required information within 6 months of starting.
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	Educate Together Academy 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 member fails to apply for one (pay cuts / restrictions occurring pre 1.4.08.)	Educate Together Academy Trust will consider each case individually and on its merits

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	Educate Together Academy 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 where member left their employment due to offence of a fraudulent character or grave misconduct in connection with that employment, unless employer directs a total or partial refund is to be made	Educate Together Academy Trust will consider each case individually and on its merits
A49(1) & (2)	Contribution Equivalent Premium (CEP) in excess of the Certified Amount (CA) recovered from a refund of contributions can be recovered from the Pension Fund. Under revoked regulation 52(1) of the OPS (Contracting-out) Regulations 1996 [SI 1996/1172] and regulation 12 of the OPS (Schemes that were Contracted out) (No.2) Regulations a CEP must	Educate Together Academy Trust will consider each case individually and on its merits

	have been paid to the commissioner within 6 months after the date of termination of contracted out employment, or one month after the Commissioner's notifies the administering authority that a CEP is payable. Following the end of the contracted-out reconciliation exercise, this discretionary policy should be spent entirely as all premiums will have been paid and no further notifications will be issued by the commissioners.	
A72(1) & (6)	Whether to apply to Secretary of State for a forfeiture certificate (where member is convicted of a relevant offence) (a relevant offence is an offence committed in connection with an employment in which the person convicted is a member, and because of which the member left the employment).	Educate Together Academy 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	Educate Together Academy 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	Educate Together Academy 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 (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	Educate Together Academy 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.
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 because of that fraudulent offence or grave misconduct), or amount of refund if less	Educate Together Academy Trust will consider each case individually and on its merits.
TPSch 2, para 1(2) & 1(1)(c)*	Whether to "switch on" the 85 year rule for a member voluntarily drawing benefits on or after age 55 and before age 60	Educate Together Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis.
B30(5), TPSch 2, para 2(1) *	Whether to waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early under B30 (member).	Educate Together Academy 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(2) & 1(1)(c)*	Whether to "switch on" the 85 year rule for a pensioner member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60.	Educate Together Academy Trust will not generally exercise this discretion but will consider

		each application in this regard on a case by case basis.
B30A(5)*TPSch 2 para 2(1)	Whether to waive, on compassionate grounds, the actuarial reduction applied to benefits paid early under B30A (pensioner member with deferred benefits)	Educate Together Academy 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	Educate Together Academy 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	Educate Together Academy 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.		

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:

L31(2)*	Grant application for early payment of deferred benefits on or after age 50 and before age 55 (see Note below)	Educate Together Academy 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(2) & 1(1)(f) & R60 *	Whether to "switch on" the 85 year rule for a member with deferred benefits voluntarily drawing benefits on or after age 55 and before age 60. Note: TP Sch 2, para 2(2) does not reference para 1(1)(f) so strictly speaking there is no requirement to publish a policy under this regulation or R60. However, we understand that this is simply a regulatory omission and the appropriate party should publish a policy accordingly	Educate Together Academy Trust will not generally exercise this discretion but will consider each application in this regard on a case by case basis
L31(5)* & TPSch 2, para 2(1) *	Waive, on compassionate grounds, the actuarial reduction applied to deferred benefits paid early	Educate Together Academy 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)	Educate Together Academy 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 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	Educate Together Academy Trust will consider each case individually and on its merits
L71(7)(a)	Consent to a member's former employer assigning to the new employer rights under any SCAVC life assurance policy (pre 1.4.08. non councillor leavers)	Educate Together Academy Trust will consider each case individually and on its merits
L88(2)	No right to return of contributions due to offence of a fraudulent character or grave misconduct in connection with that employment, unless employer	Educate Together Academy Trust will consider each case individually and on its merits

	directs a total or partial refund is to be made (councillors and pre 1.4.08. leavers)	
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 (councillor leavers and pre 1.4.08. leavers) Under revoked regulation 52(1) of the OPS (Contracting-out) Regulations 1996 [SI 1996/1172] and regulation 12 of the OPS (Schemes that were Contracted-out) (No.2) Regulations a CEP must have been paid to the commissioner within 6 months after the date of termination of contracted out employment, or one month after the Commissioner's notifies the administering authority that a CEP is payable. Following the end of the contracted-out reconciliation exercise, this discretionary policy should be spent entirely as all premiums will have been paid and no further notifications will be issued by the commissioners	Educate Together Academy 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 following a relevant offence (a relevant offence is an offence committed in connection with an employment in which the person convicted is a member, and because of which the member left the employment) (councillors and pre 1.4.08. leavers)	Educate Together Academy 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	Educate Together Academy 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 rights)	Educate Together Academy Trust will consider each case individually and on its merits
L115(2) & (3)	Recovery from Fund of financial loss caused by employee, or amount of refund if less	Educate Together Academy Trust will consider each case individually and on its merits
<p>*These are matters about which the regulations require there must be a written policy.</p> <p>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.</p>		

The following table applies in relation to discretions under the Local Government Pension Scheme Regulations 1995 (as amended) in relation to scheme members who ceased active membership before 1 April 1998:

TP3(5A) (vi), TL4 & L106 (1) & D11(2)(c)*	Grant application for early payment of deferred benefits on or after age 50 on compassionate grounds (see Note below) Although the common provisions of the 1997 Transitional provisions regulations do not specify regulation D11(2)(c), there intention was that it should apply to this regulation	Educate Together Academy 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	Educate Together Academy 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. However, as the benefits had accrued prior to 6 April 2006, they would not generate a scheme sanction charge.

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	Educate Together Academy 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	Educate Together Academy 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

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

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	Educate Together Academy 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	Educate Together Academy 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 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	Educate Together Academy Trust will consider each case individually and on the available information
21(5)*	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	Educate Together Academy Trust will consider each case individually and on its merits
21(7)*	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 lasts, should be disapplied i.e. whether the spouses' or civil partners' annual CAY payments should continue to be paid to both of them	Educate Together Academy Trust will consider each case individually and on the information available
17*	To what extent to reduce or suspend the member's annual compensatory added years payment during any period of re-employment in local government	Educate Together Academy 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	Educate Together Academy Trust will consider each case individually and on its merits
*These are matters about which the regulations require there must be a written policy.		

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	Educate Together Academy Trust will consider each case individually and on its merits
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	Educate Together Academy 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) (reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job).	Educate Together Academy 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	Educate Together Academy 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	Educate Together Academy 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) (loss of employment through permanent incapacity)	Educate Together Academy Trust will consider each case individually and on its merits
4(5)*	Whether to suspend or discontinue injury allowance awarded under regulation 4(1) (loss of employment through permanent incapacity) if person secures paid employment for not less than 30 hours per week for a period of not less than 12 months	Educate Together Academy Trust will consider each case individually and on its merits

6(1)*	Whether to grant an injury allowance following cessation of employment with entitlement to immediate LGPS pension where a reg 3 payment (reduction in remuneration as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job) was being made at date of cessation of employment but reg 4 (loss of employment through permanent incapacity) does not apply	Educate Together Academy 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) (payment of injury allowance following the cessation of employment)	Educate Together Academy 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) (payment of injury allowance following the cessation of employment)	Educate Together Academy 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 (the requirement to nominate a co-habiting partner has ceased entirely under these regulations due to the outcome of the Elmes v Essex high court judgement) 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	Educate Together Academy Trust will consider each case individually and on its merits
7(2) and 8*	Determine amount of any injury allowance to be paid to the spouse, civil partner, nominated co-habiting partner (for awards made on or after 1 April 2008 the requirement to nominate a co-habiting partner has ceased due to the outcome of the Elmes v Essex high court judgement) or dependent of an employee under regulation 7(1)(employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job).	Educate Together Academy Trust will consider each case individually and on the information available
7(3)	Determine whether and when to cease payment of an injury allowance payable under regulation 7(1) (employee who dies as a result of sustaining an injury or contracting a disease in the course of carrying out duties of the job)	Educate Together Academy Trust will consider each case individually and on its merits
*These are matters about which the regulations require there must be a written policy.		

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(4)	Suspend or discontinue injury allowance if person becomes capable of working again	Educate Together Academy 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	Educate Together Academy 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 (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) was being made but reg 34 (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) does not apply	Educate Together Academy Trust will consider each case individually and on the information available
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 disease as a result of anything required to do in carrying out the duties of job	Educate Together Academy 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	Educate Together Academy Trust will consider each case individually and on its merits
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	Educate Together Academy Trust will consider each case individually and on its merits

42(4)	Amount of gratuity payable to surviving dependant, spouse or civil partner where amount of redundancy annuity payments fall short of their capital value at date of award	Educate Together Academy Trust will consider each case individually on its 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	Educate Together Academy Trust will consider each case individually on its merits and on the information available
46A	Formulate and keep under review the injury allowance and gratuity policies to be operated by the authority.	Educate Together Academy Trust will consider each case individually on its merits and on the information available