

**PENSION****The Airways Corporations (Pilots Pensions)  
Regulations, 1951****1951 No. 527***Made* - - - - *27th March, 1951**Coming into Operation* *1st April, 1951*

The Minister of Civil Aviation, in exercise of the powers conferred upon him by Section 21 of the Air Corporations Act, 1949(a), and of all other powers enabling him in that behalf, hereby makes the following Regulations :—

1.—(1) The joint Pension Scheme established and maintained in accordance with the provisions of the Airways Corporations (General Staff Pensions) Regulations, 1948(b), shall include Pilots and accordingly paragraph (1) of Regulation 2 thereof shall be amended by the deletion of the word "Pilots".

(2) The said Scheme so far as it relates to Pilots shall be in accordance with the provisions of the Trust Deed, a copy of which is set out in the Schedule to the Airways Corporations (General Staff Pensions) Regulations, 1948 (as amended by a Deed, a copy of which is set out in the Schedule to the Airways Corporations (General Staff Pensions) Regulations, 1950)(c), and the Rules and Tables in the Schedule to a Deed dated the sixteenth day of February, 1951, a copy of which is set out in the Schedule to these Regulations.

(3) The said Deed dated the sixteenth day of February, 1951, is hereby accordingly confirmed and shall come into force on the same date as these Regulations.

2.—(1) These Regulations may be cited as the Airways Corporations (Pilots Pensions) Regulations, 1951, and shall come into force on the first day of April, 1951.

(2) These Regulations shall be construed as one with the Airways Corporations (General Staff Pensions) Regulations, 1948, and those Regulations, the Airways Corporations (General Staff Pensions) Regulations, 1950, and these Regulations may be cited together as the Airways Corporations (Pensions) Regulations, 1948 to 1951.

(3) The Interpretation Act, 1889(d), applies to the interpretation of these Regulations as it applies to the interpretation of an Act of Parliament.

Dated this 27th day of March, 1951.

*Pakenham,*

Minister of Civil Aviation.

(a) 12, 13 & 14 Geo. 6. c. 91.

(c) S.I. 1950 (No. 2056) I, p. 341.

(b) S.I. 1948 (No. 2361) I, p. 437.

(d) 52 & 53 Vict. c. 63.

THIS DEED made the sixteenth day of February One thousand nine hundred and fifty one BETWEEN BRITISH OVERSEAS AIRWAYS CORPORATION whose office is situate at Airways House Great West Road Brentford in the County of Middlesex and BRITISH EUROPEAN AIRWAYS CORPORATION whose office is situate at Keyline House Northolt Middlesex aforesaid (hereinafter called "the Corporations") of the first part JOHN EDWARD VALENTINE TYZACK RANKIN LORIMER WEIR LORD KERSHAW BERNARD GEORGE PORTER JAMES OGILVY BLAIR-CUNYNGHAME ALAN MURRAY JAMES MILLER THOMAS LLOYD AVON SPURGIN LUCKING the Management Trustees for the time being of The Airways Corporations Joint Pension Scheme (hereinafter called "the Management Trustees") of the second part and AIRWAYS CORPORATIONS JOINT PENSION FUND TRUSTEES LIMITED (hereinafter called "the Custodian Trustees" which expression shall include the Custodian Trustees for the time being) of the third part and is SUPPLEMENTAL to (1) a Deed dated the eighth day of October One thousand nine hundred and forty eight between British Overseas Airways Corporation British European Airways Corporation and British South American Airways Corporation of the first part and Grahame Temple Meller Alan Raymond Esden John Edward Valentine Tyzack Rankin Lorimer Weir Lord Kershaw Bernard George Porter John Wynford George James Reginald Vernon France James Miller Thomas Lloyd Edward William Carter Avon Spurgin Lucking of the second part and Airways Corporations Joint Pension Fund Trustees Limited of the third part which Deed (hereinafter called "the said Deed") was confirmed by the Minister of Civil Aviation pursuant to Section 20 of the Civil Aviation Act 1946 by Regulations made the twenty fifth day of October One thousand nine hundred and forty eight and (2) a Deed dated the thirteenth day of September One thousand nine hundred and fifty made between the Corporations of the first part John Edward Valentine Tyzack Rankin Lorimer Weir Lord Kershaw Bernard George Porter James Ogilvy Blair-Cunynghame John Wynford George James James Miller Thomas Lloyd and Avon Spurgin Lucking of the second part and the Custodian Trustees of the third part which Deed was confirmed by the Minister of Civil Aviation pursuant to Section 21 of the Air Corporations Act 1949 by Regulations made the eleventh day of December One thousand nine hundred and fifty and is hereinafter referred to as "the amending Deed"

#### WHEREAS

- (1) The parties hereto are desirous of adding to the Rules contained in the Schedule to the said Deed in the manner hereinafter appearing:
- (2) At a Meeting of the Management Trustees held on the fourth day of August One thousand nine hundred and fifty the said right Honourable Lord Kershaw and the said Avon Spurgin Lucking were appointed to execute this Deed in accordance with the provisions of Clause 18 of the said Deed:

NOW IT IS HEREBY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:—

1. THE Rules contained in the Schedule hereto shall be added to and become a part of the Schedule to the said Deed and shall be known as "Rules Part II—Pilots"
2. SAVE as expressly altered amended or varied hereby the said Deed and the amending Deed shall continue and remain in force and shall have effect as if the alterations amendments or variations herein set out were inserted therein
3. THIS Deed is conditional on its being confirmed by Regulations made by the Minister of Civil Aviation under Section 21 of the Air Corporations Act 1949 and if so confirmed shall come into force on such date as may be specified in that behalf in such Regulations

IN WITNESS whereof the Corporations and the Custodian Trustees have caused their respective Common Seals to be hereunto affixed and the Management Trustees have hereunto set their hands and seals the day and year first before written

GIVEN UNDER THE COMMON SEAL of British Overseas Airways Corporation  
in the presence of:—

(L.S.)

*Miles Thomas*, Member.  
*K. H. Staple*, Secretary.

GIVEN UNDER THE COMMON SEAL of British European Airways Corporation  
in the presence of:—

(L.S.)

*Peter Masefield*, Member.  
*H. E. Marking*, Secretary.

SIGNED SEALED AND DELIVERED BY  
the said Right Honourable Lord  
Kershaw in the presence of:—

*Kershaw*.

*M. F. Dawson*,  
39, Woodville Road,  
New Barnet, Herts.  
Spinster.

SIGNED SEALED AND DELIVERED BY  
the said Avon Spurgin Lucking in  
the presence of:—

*A. S. Lucking*.

*S. R. Brimblecombe*,  
84, Blockley Road,  
North Wembley, Middx.  
Chartered Secretary.

GIVEN UNDER THE COMMON SEAL of Airways Corporations Joint Pension  
Fund Trustees Limited in the presence of:—

(L.S.)

*Kershaw*, Director.  
*S. R. Brimblecombe*, Secretary.

THE SCHEDULE above referred to

## RULES

### PART II—PILOTS

#### 1. Definitions

The following expressions have the following meanings unless inconsistent with the context:—

- (a) "These Rules" means the Rules set forth in Part II of the Schedule
- (b) "Pilots" means full time Employees of the Corporations who normally carry out the duties of Pilots of Aircraft
- (c) "Pay" means remuneration designated by an Employer as pay
- (d) "Pilots own Contributions" means such Contributions as a Pilot shall have made to the Scheme and where his Interest in the British Overseas Airways Corporation Pension Fund and Staff Insurance Scheme or any other similar Scheme has been transferred as provided in Rule 5 (b) his Contributions to that Scheme but shall not include any of the benefits referred to in the Sixth Schedule of the British Overseas Airways Corporation Pilots' (Non-Contributory) Pension Scheme
- (e) "Service" means continuous service as a Pilot with one or more of the Corporations immediately prior to retirement under these Rules

#### 2. Application

These Rules relate to Members who are Pilots

### 3. *Membership Compulsory for Pilots*

No Pilot having attained the age of thirty five years on the date on which he is appointed as a Pilot by his Employer shall be eligible to join the Scheme and (except as otherwise expressly provided by these Rules) it shall be a compulsory condition of service for all full-time Pilots not exceeding the age of thirty-five years on the date on which they are appointed Pilots by their Employer to join the Scheme under the terms of these Rules provided that this condition shall not apply in the case of:

- (a) Pilots engaged outside the United Kingdom and who are not domiciled within the United Kingdom
- (b) Members of the British Overseas Airways Corporation Pilots' (Non-Contributory) Pension and Insurance Scheme

An Employer may however either at the request of the Management Trustees and a Pilot or by the terms of any Service Agreement entered into between an Employer and a Pilot agree to waive the requirements of this Rule as to that Pilot

### 4. *Admission to the Scheme*

(a) Pilots who are compelled under Rule 3 to join the Scheme will be admitted to the Scheme on the date on which they are appointed as Pilots by their Employer

(b) Every Pilot shall as a condition of admission to Membership of the Scheme sign an application for admission containing an undertaking in the form prescribed by the Management Trustees to be bound by the Trust Deed and these Rules. It is a condition of Membership that a birth certificate or other evidence of age satisfactory to the Management Trustees shall be produced to the Secretary within six months of the date of joining the Scheme

(c) Pilots who are members of the British Overseas Airways Corporation Pilots' (Non-Contributory) Pension and Insurance Scheme shall be admitted to the Scheme provided that they agree to the transfer to the Custodian Trustees of the whole of their interest in the former Scheme

### 5. *Ante-Dating of Membership*

(a) In the case of any Pilot (not being a Member of British Overseas Airways Corporation Pilots' (Non-Contributory) Pension and Insurance Scheme) who was at any time after the first August One thousand nine hundred and forty six in the service of any Employer the period of such previous service shall be reckoned for purposes of the Scheme as a period of employment by that Employer provided that in respect of any period so to be reckoned there shall be paid by the Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as Contributions for such period

(b) In the case of any Pilot (not being a Member of British Overseas Airways Corporation Pilots' (Non-Contributory) Pension and Insurance Scheme) who immediately before entering the service of any Employer was employed by any undertaking which has been acquired by any Employer the period of his service since the first January One thousand nine hundred and forty five with such undertaking may be reckoned for the purposes of the Scheme as a period of employment by the Employer which acquired the undertaking provided that in respect of any period so reckoned there shall be paid by the Pilot and by that Employer such sums or equivalent series of sums as may in accordance with these Rules be appropriate as Contributions by Pilot and Employer respectively for such period as the Pilot transfers to the Custodian Trustee his interest in any other Pension Scheme or Fund of which he may be a Member but so that in the last mentioned event the length of the period to be so reckoned shall be limited to such period as the amount or value of the interest so transferred is appropriate in accordance with these Rules to provide for unless there is also paid by the Pilot and that Employer such sums or equivalent series of sums as may in accordance with the Rules be appropriate as contributions by the Pilot and Employer respectively in respect of the balance of such period

## 6. Contributions

(a) Contributions are payable by Pilots for the purpose of securing Pension Benefits only from the first June One thousand nine hundred and forty seven or from the date of their admission to the Scheme whichever is the later for a period of Fifteen years or a period ending on the date on which membership of the Scheme ceases whichever is the shorter at rates which depend upon the category or categories (as specified in the First Table) to which Pilots may from time to time belong Contributions payable by Pilots shall be paid at the end of each calendar month and shall be calculated under the First Table hereof at the rate of pay current on the first day of each month

(b) The contributions of each Employer shall consist of:—

- (i) Contributions at such rates certified by the Actuary from time to time as shall be required in addition to the Contributions payable by the Pilot to provide the balance of the Pension Benefits and the whole of the Death and Accident Benefits of the Scheme such Contributions to be payable at such time so far as possible as the Pilots' Contributions are paid in to the Fund Provided always that the Employers' Contributions in respect of each Pilot shall commence from the date of the admission of such Pilot and shall be payable until he attains his forty-fifth birthday in accordance with Rule 13 hereof and provided also that the Employers' Contributions shall cease on the date a Pilot withdraws from the Scheme or retires on Pension in accordance with the provisions of Rule 13 if such date is earlier than the date of the Pilot's forty-fifth birthday
- (ii) Such deficiency contributions (if any) as may be required in accordance with the provisions of any Scheme made pursuant to Clause 11 of the Trust Deed
- (c) If a Pilot in the event of War or national emergency or under any Scheme of Conscription or National Service joins His Majesty's Forces or undertakes any other National or Emergency Service (such service with the Forces or other service unless compulsory to be with the consent of the Employer) but his contract of employment with the Employer has not been determined he shall while continuing in such Military or other Service be deemed to remain a Member and any amount received by him in respect of such Military or other Service shall to the extent to which the same is taken into account in fixing or suspending his pay be deemed to form part (or as the case may be the whole) of his pay in respect of which the Contributions of the Pilot and the Employer are to be made but so that the Employer shall not be liable to make any Contribution except subject to the prior payment of the appropriate Contribution by the Pilot

## 7. Amount of Pay on which Contributions will be based

The amount of Contribution of the Pilot whether in the United Kingdom or overseas shall be calculated according to the amount of his annual pay taken to the nearest £ as shown in the First Table hereof Allowances overtime bonuses commissions and similar payments shall not in any circumstances be taken into account in fixing such Contributions

## 8. Pension Benefits

A Pilot having retired from flying duties qualifies for a Pension the amount of which depends upon his age at the date he was appointed as a Pilot and his age at the date of his retirement in accordance with the Third Table hereof

## 9. Minimum Guaranteed Pension

Pensions are payable on retirement during the remainder of the lifetime of the Member If a Pensioner dies within five years of retiring on pension the payments for the remainder of the five year period will be payable in one payment to the personal representative of the deceased Pensioner Provided that at the option of the Pilot on retirement from the service of an Employer and having attained the age of Forty years (but subject to the requirements of the Management Trustees regarding the health of the Pilot at the date of retirement) the guaranteed period may be extended the Pension being reduced in accordance with the Fourth Table hereof

### 10. *Optional Forms of Pension*

(a) Upon retirement (other than for reasons of Ill-health) a Pilot need not necessarily take his pension as provided under the Scheme but may at any time before retirement notify the Management Trustees of his intention to surrender a part of the pension to which he would become entitled in accordance with these Rules for the purpose of providing for a named dependant (being his spouse or any of his children or any dependant nominated by him for the purpose and approved by the Management Trustees) a pension to commence at the date of his death. Such a pension would be the amount certified by the Actuary as being the equivalent of the amount surrendered and would continue during the lifetime of the named dependant. If such notification is made by a Pilot after he has attained the age of Forty years or if he retires before having attained the age of Forty five years it shall be at the discretion of the Management Trustees subject to a medical examination by a doctor nominated by them whether such a part surrender of pension is granted. The Pilot shall in his notification to the Management Trustees state the amount of pension which he desires to surrender. He may not surrender so much as would result in the pension payable to the named dependant being greater than the amount of the pension remaining to be paid to the Pilot.

Any notification given under this Rule will be revoked if the Pilot leaves the service of the Corporation other than in accordance with the provisions of Rule 8 hereof before attaining Forty five years of age or if the Pilot or the named dependant dies before the Pilot's retirement (except as is provided in paragraph (b) hereof) but otherwise shall not be revoked except with the consent of the Management Trustees who in giving their decision shall have regard to any exceptional circumstances which justify a request for revocation. The guaranteed period under Rule 9 applies only to the part of the pension not surrendered.

(b) If the employment of a Pilot is continued after the age of Forty five years and such a Pilot has surrendered a part of his pension for the purpose of providing a pension for a named dependant in accordance with paragraph (a) of this Rule then in the event of such a Pilot dying before his retirement as a Pilot such named dependant shall be entitled to receive a pension equivalent to the amount surrendered in accordance with the certificate of the Actuary and the personal representative of the deceased Pilot shall be entitled to receive the amount by which the death benefit payable by virtue of Rule 11 exceeds the capitalised value of such pension at the date of death of the Pilot as certified by the Actuary. If however the capitalised value of the pension surrendered exceeds the amount of the death benefit payable by virtue of Rule 11 the amount of the pension payable to the named dependant shall be reduced by such amount as is certified by the Actuary so that the capitalised value of the pension payable to the named dependant is equal to the appropriate death benefit payable under Rule 11.

### 11. *Death Benefits*

(a) In the event of the death of a Pilot his own contributions plus compound interest thereon at the rate of Two and a half per cent per annum to the date of death become repayable together with such amount as may be payable under either sub-paragraph (b) or (c) of this Rule.

(b) Subject to paragraph (d) of this Rule in the event of death of a Pilot from any cause other than a death arising as a result and within six months of an accident the death benefit shall be a sum equal to twice the annual pay of the Pilot at the date of his death subject to a maximum payment of Ten thousand pounds.

(c) Subject to paragraph (d) of this Rule in the event of death of a Pilot arising as a result and within six months of an accident the death benefit shall be a sum equal to four times the annual pay of the Pilot at the date of his death subject to a maximum payment of Ten thousand pounds. Provided that the Management Trustees may extend the period of six months referred to in this paragraph by such period as they think fit either generally or in any particular case.

(d) (i) If the death of a Pilot shall arise directly or indirectly from riding driving or flying on the part of the Pilot in any race or record breaking attempt except where such race or record breaking attempt occurs in the course of his duties the death benefit provided by paragraphs (b) and (c) shall not be payable but there shall be payable in lieu thereof a sum equal to twice the amount of the Pilot's own contributions plus compound interest thereon at the rate of Two and a half per centum per annum to the date of death provided that the amount payable shall not exceed the amount of the death benefit which would otherwise be payable under paragraph (b) or (c) as the case may be

(ii) If the death of a Pilot shall arise directly or indirectly from any wilful and serious breach on the part of a Pilot either of the criminal law or of the Regulations of his Employer in force from time to time the death benefit provided by paragraphs (b) and (c) shall not be payable but there shall be payable in lieu thereof a sum equal to the amount of the Pilot's own contributions plus compound interest thereon at the rate of Two and a half per centum per annum to the date of death

(e) Any sums payable under this Rule to the Estate of a deceased Pilot shall be reduced by the amount paid or payable under Rule 12 paragraph (a) or (b) hereof in respect of any accident which shall prove fatal within six months of the date of such accident

(f) The amounts referred to in this Rule shall be payable to the Legal Personal Representative of the deceased Pilot

## 12. Accident Benefits

(a) In the event of the permanent total disablement total loss of sight total loss of two limbs or total loss of one limb and the sight of one eye caused by and arising within six months of an accident suffered by a Pilot the benefit shall be a sum equal to the amount payable under Rule 11 (c)

(b) In the event of the total loss of the sight of one eye or the total loss of one limb caused by and arising within six months of an accident suffered by a Pilot the benefit shall be one half of the amount payable under Rule 11 (c)

(c) Subject to a maximum of Fifty two consecutive weeks during any period in which a Pilot is totally incapacitated from following his usual employment as the result of an accident occurring within six months prior to the date of commencement of incapacity there shall be paid a sum equivalent to the pay (exclusive of allowances and other payments mentioned in Rule 7) such Pilot would normally have received during the period Provided that for any period of such incapacity during which the Pilot shall be receiving pay from his Employer the payment to the Pilot under this paragraph shall be reduced by the amount of such pay and the latter amount shall be paid to or in accordance with the directions of the Employer

(d) Any Pilot in receipt of payments under the last preceding paragraph may engage in or undertake employment other than his usual employment during any period in which he is totally incapacitated from following his usual employment provided he informs the Management Trustees in writing of his intention to engage in or undertake such employment whereupon the payment to the Pilot under the last preceding paragraph shall be reduced by the amount of any emoluments or profits accruing to the Pilot from such other employment and the latter amount shall be paid to or in accordance with the directions of the Employer

(e) At the request of an Employer the Management Trustees may extend the period of six months referred to in sub-paragraphs (a) (b) and (c) of this Rule by such period as they think fit either generally or in any particular case

(f) No sum shall be paid under paragraphs (a) (b) or (c) of this Rule in the event of the disablement being caused by or arising from an accident suffered by a Pilot and arising directly or indirectly from any of the causes specified in paragraph (d) of Rule 11

(g) For the purpose of this Rule permanent total disablement means a disablement which shall cause the Pilot to be permanently and totally incapacitated from

following his usual employment and attending to business of any kind (other than the management of his private or domestic affairs) and loss of limb means loss by physical separation of a hand at or above the wrist or of a foot at or above the ankle.

### 13. Retirement on Pension

(a) A Pilot on reaching the age of Forty years and having completed ten years service with an Employer shall be entitled to an Immediate Pension in accordance with the Third Table hereof provided always that retirement from the service of an Employer before the Pilot shall have attained the age of Forty five years shall be with the prior consent of his Employer such consent not to be unreasonably withheld and to be given in all cases where the Pilot ceases to be qualified to hold through reasons of health or accident one of the following Licences Commercial Senior Commercial or Airline Transport Pilots Licence or the statutory equivalent of any one of them as is required by his Employer to enable him to carry out his duties as a Pilot with that Employer

(b) In any case where the employment of a Pilot is continued after he attains his fiftieth birthday then the pension payable at retirement will be the actuarial equivalent of that payable to him at his fiftieth birthday Provided that if such a Pilot shall die or suffer injury before retiring on Pension there shall be paid to him or to his legal personal representatives the accident or death benefit payable in accordance with Rules 11 and 12 but the cost of such benefits shall not be taken into account in assessing the actuarial equivalent of the pension payable on his fiftieth birthday.

### 14. Withdrawals from Service

(a) Pilots who leave the service of their Employer before becoming entitled to an Immediate Pension in accordance with the last preceding Rule and whose withdrawal arises through their ceasing to be qualified to hold as a consequence of health or accident one of the following Licences Commercial Senior Commercial or Airline Transport Pilots Licence or the statutory equivalent of any one of them as is required by his Employer to enable him to carry out his duties as a Pilot with that Employer will be paid an Immediate Pension the amount of which shall be as set out in the Second Table hereof In cases where such Immediate Pension is less than Twenty pounds per annum the amount thereof shall be commuted and the capital value as certified by the Actuary shall be payable on withdrawal to the retiring Pilot in lieu of an Immediate Pension

(b) In all other cases of withdrawal (other than by retirement in accordance with Rule 13 hereof) the retiring Pilot will be repaid the Pilot's own Contributions plus compound interest thereon at the rate of Two and a half per centum per annum

(c) Pilots who are discharged from the service of their Employers for misconduct or dishonesty or retire from such service in order in the opinion of the Employer to avoid such dismissal will be repaid the Pilot's own Contributions to the Scheme plus compound interest thereon at the rate of Two and half per centum per annum

(d) A Pilot transferring directly from the service of one Employer to that of another shall not be deemed to have withdrawn from service for the purpose of this Rule and shall be entitled to count all service with an Employer in computing total service Provided always that service as a Pilot in respect of which a Pension is payable under these Rules shall not be counted as service with an Employer for purposes of other parts of the Scheme

### 15. Income Tax

In every case where the Management Trustees or the Custodian Trustees are liable to account to the Commissioners of Inland Revenue for Income Tax on any payment made to any pilot under the provisions of this part of the Schedule a sum equivalent to the amount for which the Management Trustees or the Custodian Trustees have accounted or are liable to account will be deducted from such payment and if the Commissioners require any subsequent adjustment of the



amount for which the Management Trustees or the Custodian Trustees account the necessary amount to effect such adjustment shall (as the case may be) be payable by or credited to the Pilot

#### 16. *Transfer to Other Schemes*

The Management Trustees on the written request of a Pilot shall pay any amount due from the Fund in respect of a Pilot's own contributions under these Rules to any other Pension or Provident Fund approved under Section 32 of the Finance Act 1921 (as amended) to be used as an initial payment on his membership of such Fund. The compliance with any such request shall be a full discharge to the Management Trustees of all their obligations under these Rules in respect of the Pilot concerned

#### 17. *Change in Occupational Category*

(a) In the event of a Pilot who by reason of a change in his occupational category ceases to be a Pilot and becomes subject to the Rules contained in any other Part of the Schedule then upon the written request of the Pilot concerned his Pension under Rules 13 and 14 (a) hereof (other than any part thereof which he may have surrendered under Rule 10 hereof) may be deferred until such date as the Pilot may ultimately elect from which date such Pension will be payable at such higher rate as shall be certified by the Actuary or in the event of such a Pilot having a right to the return of his own Contributions under Rule 14 (b) hereof the amount of the Pilot's own Contributions shall be retained in the Scheme to be applied in securing an additional amount of Pension at normal retirement age under that part of the Schedule containing the Rules applicable to his new occupational category such additional Pension to be as certified by the Actuary

(b) In any case where a former Pilot continues in the service of an Employer after ceasing to be a Pilot and has requested that the pension to which he is entitled to be deferred under the last foregoing paragraph of this Rule then in the event of the death of that former Pilot before such pension has commenced there shall be paid to his personal representatives in one payment a sum equal to the total of the amounts he would have received by way of such pension but for deferment accumulated at compound interest at the rate of Two and a half per centum per annum up to the date of death or the amount of such pension for five years whichever is the greater

(c) Any Pilot admitted under the Rules of any other part of the Schedule shall be entered thereunder as a new Member

#### 18. *Payment of Pension*

(a) The first payment of all Pensions will be made on the last day of the month (or quarter in the case of Pensions not exceeding One hundred pounds per annum) next following the date of retirement in respect of the period from the date of actual retirement. Thereafter payments will be made monthly or quarterly in arrear. The Management Trustees may from time to time require production of evidence satisfactory to them of the existence of the person entitled to the Pension

(b) Pensions will be payable in sterling (United Kingdom currency) by cheque or draft on London unless in exceptional circumstances the Management Trustees otherwise decide. Any such cheque or draft may be sent by post as a prepaid letter to the address notified by the recipient of the Pension for the purpose and payment of any such cheque or draft if purporting to be endorsed by the person to whom the same was made payable shall be a good discharge to the Management Trustees

(c) If the Pensioner is in the opinion of the Management Trustees suffering from any physical or other incapacity rendering him unable to manage his affairs or to give a proper receipt they may at their option cause the Pension to be paid for his benefit to any relatives or dependants of the Pensioner or to any Institution and the receipt of the persons or Institutions so paid shall be a complete discharge to the Management Trustees for the money paid and they shall not be under any liability to see to the application thereof

### 19. *Benefits not Assignable*

Pensions or other Benefits under the Scheme may not be assigned or borrowed against and any purported assignment thereof or charge thereon will not be recognised by the Management Trustees and in the event of any such purported assignment or charge or if the Beneficiary (being the Pilot or other person entitled to the Pension or Benefit) shall be adjudicated bankrupt or make a composition with creditors the Management Trustees shall be at liberty to forfeit the Pension in whole or in part or to apply the same in whole or in part for the benefit of any one or more of the following persons viz. the Beneficiary the spouse and children of the Beneficiary and any person who is in any way dependent on the Beneficiary

### 20. *Lien on Benefits for Debts*

All Pensions and Benefits of a Pilot and other sums due in respect of a Pilot shall be liable for and stand charged with the settlement of any debts due by such Pilot to an Employer or to cover any losses caused to an Employer through the dishonesty or misconduct of a Pilot and the Management Trustees are authorised to pay to an Employer out of the money available for such Pensions or Benefits the amount of such debts and losses (as to which the Certificate of the Chief Accountant of an Employer or his authorised deputy shall be accepted as prima facie evidence) before making any payment to the Pilot or to any persons deriving title through him

### 21. *No Pilot to Retire from the Scheme*

Save as provided by these Rules no Pilot shall have the right to withdraw from the Scheme or cease contributing to the Fund

### 22. *Saving Rights of Employer*

Nothing in the Trust Deed or in these Rules shall in any way restrict the right of an Employer to determine the employment of a Pilot

### 23. *Meetings of Members*

A Meeting of the Pilots of the Scheme to whom these Rules apply may be convened or a postal ballot taken by the Management Trustees and shall be convened or taken by them on requisition in writing by an Employer or by any twenty-five Pilots Not less than thirty-five clear days notice of the time and place of such Meeting or of such postal ballot and of the general nature of the business to be dealt with shall be given to the persons entitled to vote by serving the same on them by posting on the Staff Notice Boards at the offices of the Corporations and so that all notices so posted shall be deemed to be served on the day following such posting Provided nevertheless as follows:—

(a) The persons entitled to receive notice of a Meeting or a postal ballot and to vote shall be Pilots and any such person may appoint any other such person as proxy to vote for him in which case on a poll the Pilot so appointed shall have one vote for himself and one vote for every Pilot for whom he acts as proxy

(b) Subject as aforesaid the Management Trustees shall prescribe the procedure to be adopted as to the service of notices and in connection with any such Meeting or postal or written ballot including power to make provision for the Chairmanship of Meetings and for the form and method of voting by proxy and for the taking of a poll and for delivery and counting of postal ballot papers outside the United Kingdom and the acceptance of cabled results of such count and so that the accidental omission to serve by posting or otherwise a notice of Meeting or of a resolution for determination by postal or written ballot or the non-receipt thereof by a Pilot shall not affect the validity of the proceedings in accordance with which the voting is taken

(c) A Minute signed by the Chairman of any Meeting or a memorandum signed by the persons appointed to count the ballot papers as to the result of any postal ballot shall unless the contrary is proved be accepted as sufficient evidence that the Meeting was duly convened and held and of the result of the Meeting or of the result of the ballot as the case may be and the Corporations and the Management Trustees and the Custodian Trustees and others acting thereon in good faith shall be protected

#### 24. Renunciation of Liability

In consideration of the benefits provided hereunder each Pilot agrees with his Employer as part of the terms of his employment and undertakes for himself and for his executors and administrators dependants and representatives and for any person who would but for this Rule become entitled to rights against his Employer as a result of the Pilot's death to look only to the Benefits provided under the Scheme in case of injury arising out of and in the course of his employment whether resulting in death or not and the Pilot further undertakes and agrees that neither his Employer nor any of its servants shall be liable to him or to his executors or administrators dependants or representatives or to any such person as aforesaid in respect of any default negligence act or omission of the Employer or its servants for which any claim might have been made either under the Employers' Liability Act 1880 or under the Fatal Accidents Act 1846 or at Common Law or in any way otherwise howsoever Provided always that if the appropriate benefits shall not become payable to the Pilot or to his executors or administrators dependants or representatives for any reason whatsoever other than any act or omission of the Pilot then the Pilot and his executors administrators dependants and representatives and any such person as aforesaid shall be entitled to all the rights (if any) against his Employer under either the Employers' Liability Act 1880 or under the Fatal Accidents Act 1846 or at Common Law or in any way otherwise howsoever to which they would respectively have been entitled but for the provisions of this Rule

#### 25. Requirements of Insurers

Every Pilot undertakes to comply with the reasonable requirements (if any) of any Insurers (if any) with whom the Management Trustees may maintain or effect Policies pursuant to Clause 6 (a) (viii) of the Trust Deed

#### 26. Copies of Trust Deed and Rules to be Supplied to Pilots and Others

The Minister and every Pilot and person having rights in the Fund and any of the Corporations shall be entitled on demand made by him to receive one copy of the Trust Deed and these Rules and of all amendments thereto of the annual Statement of Accounts and Balance Sheet of the Fund and the Auditor's Report thereon and of the Actuary's Valuation Report Additional copies shall be made available on such terms as the Management Trustees decide

#### 27. Amendments and Additions to Rules

These Rules may be amended or added to in accordance with the provisions of the Trust Deed

### FIRST TABLE

AMOUNT OF CONTRIBUTIONS PER ANNUM PAYABLE BY PILOTS BY MONTHLY INSTALMENTS FOR 15 YEARS FROM DATE OF ENTRY OR FROM 1ST JUNE, 1947 TO DATE OF RETIREMENT WHICHEVER IS THE SHORTER PERIOD

Basic Pay (exclusive of Pension Contributions) per annum	Contributions	
	per annum	per month
Up to and including £700 ... ..	£ 35	£ s. d. 2 18 4
Over £700 and up to £900 ... ..	45	3 15 0
„ £900 „ „ „ £1,180 ... ..	55	4 11 8
„ £1,180 „ „ „ £1,480 ... ..	65	5 8 4
„ £1,480 „ „ „ £1,650 ... ..	75	6 5 0



THIRD TABLE  
Pensions Per Annum

Age at retirement (at last birthday) Years	Pensions per annum according to age next birthday at entry					
	30 years or under	31 years	32 years	33 years	34 years	35 years
	£	£	£	£	£	£
40 ... ..	350	305	260	220	185	150
41 ... ..	365	350	305	260	220	185
42 ... ..	385	365	350	305	260	220
43 ... ..	410	385	365	350	305	260
44 ... ..	435	410	385	365	350	305
45 ... ..	465	435	410	385	365	350
46 ... ..	495	465	435	410	385	365
47 ... ..	530	495	465	435	410	385
48 ... ..	565	530	495	465	435	410
49 ... ..	605	565	530	495	465	435
50 ... ..	650	605	565	530	495	465

FOURTH TABLE

Proportion of Pensions if Guaranteed period is extended to:—

Age last birthday at retirement	Age 50 minus age last birthday at retirement	Age 55 minus age last birthday at retirement	Age 60 minus age last birthday at retirement
	per cent.	per cent.	per cent.
40 ... ..	98.5	96.2	93.0
41 ... ..	98.8	96.5	93.2
42 ... ..	99.1	96.8	93.5
43 ... ..	99.4	97.1	93.7
44 ... ..	99.7	97.5	94.0
45 ... ..	—	97.8	94.3
46 ... ..		98.2	94.7
47 ... ..		98.6	95.1
48 ... ..		99.0	95.5
49 ... ..		99.5	96.0
50 ... ..		—	96.5
51 ... ..			97.1
52 ... ..			97.8
53 ... ..			98.5
54 ... ..			99.2
55 ... ..			—