

Ombudsman's Determination

Applicants	Mr NN and Ms AN
Scheme	Local Government Pension Scheme (LGPS) – Nottinghamshire Pension Fund (the Fund)
Respondent	Nottinghamshire County Council (NCC)

Outcome

1. I uphold part, but not all of this joint complaint. To put matters right for the part of the complaint I uphold, NCC shall pay Mr NN and Ms AN £1,000 each in recognition of the serious distress and inconvenience which they have been caused.

Complaint summary

2. Mr NN and Ms AN are represented by Mrs RN, their mother and the ex-wife of Mr N. They have complained that NCC's decision to pay the lump sum death grant (**the death grant**) to Mrs N, following the death of Mr N, was not properly made.

Background information, including submissions from the parties

3. Mr N became a member of the Fund in 1986. The Fund is part of the LGPS and NCC is the Administering Authority for the Fund.
4. In July 2009, Mr N took redundancy and became a deferred member of the Fund.
5. In 2013, Mr N and Mrs RN divorced.
6. From August 2017, Mr N's LGPS deferred benefits were paid unreduced due to ill health.
7. In August 2017, Mr N married Mrs N.
8. In October 2017, Mr N completed an 'Application to Receive Retirement Benefits' form (**PEM22F form**):-
 - In 'Section 1 – Your Personal Details', he indicated he wanted his pension paid backdated from 25 August 2017. In this section, he also indicated he was married

and added Mrs N's name as his spouse, her date of birth and the date of their marriage.

- In 'Section 7 – Nomination of beneficiary to receive any Death Grant', it shows Mr NN's and Ms AN's names were initially entered as the beneficiaries. Three diagonal lines are struck through both entries and Mr N's signature appears next to the amendment. The form was signed by Mr N on 24 October 2017. It was received by NCC on 6 November 2017.
9. On 29 October 2017, Mr N made and signed a Last Will and Testament (**the Will**). Within the Will, Mr N left his eventual share (if any) of the property he lived in with Mrs N to Mr NN and Ms AN. The Will decreed that Mrs N could live in the house until re-marriage, co-habitation with another person, or until she no longer wished to live there. The Will said Mrs N could sell the house to purchase another property if she wished to move. An extract from the Will is provided in Appendix 3.
 10. On 4 January 2018 Mr N signed and dated a Death Grant Nomination form (**the DG nomination form**). He signed below the declaration "I wish [NCC], in the exercise of absolute discretion to consider paying any Death Grant due under the [LGPS] to the nominee or nominees I have shown and in the percentage shares indicated". The section 'Who would you like to nominate' stated "If you would like to nominate more than two people or organisations, please continue overleaf..." Below this he indicated he wished to make one nomination and completed the full name and address of Mrs N. In the box "percentage share" he wrote that he wished to leave "100" % of the death grant to Mrs N. The form was witnessed and signed by another person who was not a nominee. The form was received by NCC on 11 January 2018
 11. On 29 January 2018, Mr N died, aged 55.
 12. At this time Mr NN and Ms AN were aged 17 and 15 respectively.
 13. On 7 February 2018, NCC received a letter from Mrs RN notifying them of Mr N's death and provided her address to contact her in respect of pension benefits for Mr NN and Ms AN.
 14. On 26 February 2018, NCC sent Mrs N pension application forms. The letter stated:

"There is a Lump sum death grant of £104,086.34. A spouse's pension may also be payable, and I am enclosing the relevant pension application forms, which should be completed and returned with the requested certificates."
 15. On the same day, NCC sent Mrs RN pension application forms. The letter stated:

"A child's pension may be payable and I am enclosing the relevant pension application forms, which should be completed and returned with the requested certificates."
 16. On 6 March 2018, NCC received the 'Application for Payment of a Surviving Spouse/Partner Pension' (LGPEN43) form completed and signed by Mrs N. In the

application, Mrs N ticked the relevant box to indicate that there were eligible children left by the deceased. Evidence of a joint mortgage (2016 statement), Mr N's death certificate indicating Mrs N as the wife of the deceased, their marriage certificate and Mrs N's birth certificate were also returned as requested.

17. On 12 March 2018, NCC received two 'Application for a Child's Pension' (LGPEN46) forms respectively completed and signed by Mr NN and Ms AN, together with their birth certificates as requested.
18. On 13 March 2018, the death grant was paid to Mrs N. A widow's pension also commenced, payable for life.
19. From 13 March 2018, a children's pension benefit commenced for Mr NN and Ms AN (payable to maximum age 23 if in full-time education).
20. On 29 March 2018, Mrs RN wrote to NCC because, as far as she was aware, no decision had been made in respect of the death grant. As relevant, she said:

"[Mr N]'s Will has left Mr NN and Ms AN his half of the house that he shared with [Mrs N], but the children will not benefit from this until after Mrs N's death as Mr N's Will allows Mrs N to sell the house then buy something different or even to sell it, invest all of the money for her to have from any proceeds; it is only when she dies or remarries that they can access the bequest.

...

I work hard and can afford to look after the children and have been financially responsible for them since Mr N lost his local government employment in 2009. However, like many others I am trying to pay off a mortgage and this limits the savings I can accumulate for the children's future needs. I am well insured, so if I die they will be financially secure."

21. On 4 April 2018, in a telephone call with NCC, NCC told Mrs RN that the death grant had been paid to Mrs N. It said this was in accordance with Mr N's wishes.
22. On 5 April 2018, Mrs RN wrote by email to NCC requesting copies of all the evidence used to make the decision to pay the death grant to Mrs N.
23. On the same day, NCC responded to Ms RN. It said, "payment of the death grant was paid under the rules with the Local Government Pension Regulations and in accordance with [Mr N]'s wishes as stated on a death grant nomination form which he signed and was witnessed by an independent party."
24. On 25 July 2018, Mrs RN invoked the Fund's two-stage Internal Dispute Resolution Procedure (**IDRP**). She said:-
 - The Fund was responsible for deciding who received the death grant, and it was not simply obliged to pay to the person stipulated in the DG nomination form. As Mr N's dependents, Mr NN and Ms AN were not given due consideration when the decision was taken.

- She, Mr NN and Ms AN were not approached for information following Mr N's death, only Mrs N was approached.
- In the last weeks of his life, Mr N allocated the entire death grant to his new wife, Mrs N. No consideration was given to the risk of distortion of judgement when under the influence of end-of-life medications.
- The LGPS guidance issued in 2000 seemed to make an unquestioning but implicit assumption that the widow was the person with most need and also the individual with responsibility for the deceased's children. Despite being aware that Mrs N had no responsibility for Mr NN and Ms AN, NCC decided to pay the death grant to Mrs N.

25. On 11 October 2018, the appointed adjudicator for NCC issued his stage one IDRPs decision not upholding Mrs RN's complaint. He said:-

- When a member completed a nomination form the expectation was that the form had been completed according to the member's wishes. The administrators of the Fund were not medically qualified and would not be in a position to determine the impact that medication may or may not be having on a member's judgement. In this case, Mr N had completed a death grant nomination form, expressing his wishes for the allocation of the death grant. This form was duly witnessed and recorded on the member's pension record. The Fund did not make any decision based on the date that the form was completed and the date of death.
- Dependent children of deceased members were considered by the Fund. If dependent children were under 23 and in full-time education or vocational training financial provision was made for them through the payment of a dependent's pension. Payments to Mr NN and Ms AN commenced on 30 January 2018 and would continue to be paid by the Fund whilst they remained in full-time education or vocational training or reached the age of 23.
- Mrs RN stated that Mr N had not been in employment since taking redundancy from NCC. She said, "we had shared care of our two children, ...as I was in full time employment in order to maintain [Mr N] and the children". This would indicate that Mrs RN provided the substantial proportion of the financial support for the children and not Mr N.
- NCC had absolute discretion over who received payment of the death grant. The Fund's discretions were periodically reviewed. On 14 September 2017, the Nottinghamshire Pension Committee approved NCC's review of its discretions. The payment of death grants was detailed in discretion '2.11 Decide to whom a death grant is paid' (**Discretion 2.11**) (see Appendix 2). NCC's standard practice was to pay the death grant according to the wishes of the member as detailed on the death grant nomination form as it was the best way for the Fund to understand and enact the wishes of the member.

26. On 8 April 2019, Mrs RN appealed the stage one IDRPs decision. She said:-

- Mrs N had no responsibility for Mr N's children, yet she was the only person contacted and asked about their needs. So, the process appeared to favour a widow (even if not the most in need) over dependent children.
- Mrs N was no more financially dependent on Mr N than the children. Mrs N was financially secure and financially independent, whereas the children were not.
- "Mr N informed me that Mrs N already had an RAF officer's pension from [a previous husband], owns her own business and as well as her share in the joint property (bought six weeks before Mr N's death), I know that she solely owns two further properties worth around £800k."
- She disputed the Fund's interpretation of its Discretion 2.11. She said the children's needs had not been considered and no enquiries or contact with them was made by the Fund before the decision was made. This was contrary to Discretion 2.11 which said all relevant considerations and documentary evidence should be taken into account to decide on death grant beneficiaries.
- She accepted the point that assumptions about a member's state of mind when completed the forms based on the timing cannot be considered.
- "Since the divorce I have taken on the majority financial responsibility that Mr N did not. However, going forward, like everyone else I have no guarantees of good health and employment."

27. On 14 August 2019, the appointed person to the Fund issued his stage two IDRPs decision upholding Mrs RN's appeal. He said:-

- NCC had not acted in accordance with its Discretion policy when making the initial decision who the death grant was to be paid to since not all relevant information had been considered. In particular, Mr N's Will was not considered, which was specifically referred to in Discretion 2.11.
- The death certificate stated Mrs N was a company director and Mr N a wedding photographer. This should have been investigated further to ascertain Mrs N's financial position and Mr N's income to establish the extent to which he was supporting Mr NN and Ms AN.
- The wording on the DG nomination form indicated that the Fund should "consider" paying Mrs N the death grant, but, particularly in conjunction with Regulation 46 of the LGPS Regulations 2013 (**the 2013 Regulations**) (see Appendix 1), it should not have been taken as "an absolute statement of how the lump sum death grant should be paid."
- The date Mr N signed the DG nomination form was a relevant factor which should have been considered.
- NCC should have requested further information about Mr NN and Ms AN, and any other potential dependents.

- NCC must investigate further and reach a fully informed decision regarding the distribution of the death grant.
- That NCC informed Mrs N of the amount of the death grant in a letter on 26 February 2018, but did not inform Mrs RN, suggested a predetermined decision had been reached already based on Mrs N being the widow.

28. Between September 2019 and January 2020, Mrs RN exchanged emails with the Fund regarding her own financial position and that of Mr NN and Ms AN. Mrs RN said:

- She was unable to provide a certified copy of Mr N's Will because Mrs N held the original document. Instead, she sent "a copy of the Will and grant of probate as downloaded from the Government probate website."
- She paid £550 per month total child support to Mr N since their divorce in 2013 until his death. This continued even after he started working again.
- Her salary was £104,000.
- Mr NN and Ms AN lived equally with herself and Mr N, as per the divorce agreement. She and Mr N paid equal shares of everything for the children (clothes, holidays, a car/insurance/driving lessons). Any future expenditure on life events such as University, house purchases, weddings, travelling would have been contributed to equally by herself and Mr N.
- In Mr N's Will he left his half of the house to the children, but only after Mrs N's death, if she had not sold it and re-invested the funds. So, any inheritance resulting from the house was not guaranteed and might not occur for many years.

29. On 12 February 2020, NCC wrote to Mrs RN. It said it had now considered all the information, including that provided by Mrs RN since the stage two IDR appeal decision, as well as the information in Mr N's Will. Based on the information, its decision was that it had applied its discretion appropriately and in line with Mr N's wishes and would not be making any changes to the death grant already paid.

30. Ms AN and Mr NN subsequently complained to The Pensions Ombudsman (**TPO**).

31. In November 2021, NCC submitted its formal response to TPO (the formal response). In the formal response it referenced the PEM22F form that Mr N completed on 24 October 2017 (referring to it as the 'retirement pack'). It said that within this Mr N had started to complete a nomination form to include Mr NN and Ms AN. He had subsequently crossed this out and completed the nomination form in favour of his wife Mrs N. His Will, in which he left his share of his house to Mr NN and Ms AN, was dated 29 October 2017. NCC said the fact that the nomination form and the Will were completed five days apart, and that Mr N had made provision for Mr NN and Ms AN in the Will, was considered in its decision. NCC contended that Mr N had made a

conscious decision to exclude Mr NN and Ms AN from the death grant because they were provided for in the Will.

32. The formal response also said, as relevant:

“The Pension Fund responded to the Stage 1 Appeal and a copy is attached in the bundle. In the stage 1 Appeal, and in the application there is an assertion that [Mr N] was not of sound mind when he signed his nomination form and that in some way his judgement may have been clouded by his wife [Mrs N] and his medication.

...

Whilst [Mr N] and his first wife [Mrs RN] had discussed financial matters, clearly the settlement of the estate rested on his second wife [Mrs N] his lawful wife, if the distribution of the estate was not followed appropriately, the Pension Fund cannot take this into consideration and would be more appropriate for the executor of the Will, or for appropriate legal challenges to be made.”

33. Commenting on NCC’s formal response, Mrs RN said:-

- She had not had sight of the October 2017 documents (namely the PEM22F form and the Will). These should have been considered at the time the original decision who to pay the death grant to was taken. NCC only considered this information more than two years later and not until the stage two decision laid out in detail where the decision-making process had not met its own requirements.
- The formal response misrepresented what she had said about Mr N. She had not suggested that Mr N’s judgement had been clouded by Mrs N and she did not say the Estate was not distributed appropriately.

Mr NN’s and Ms AN’s position

34. Mrs RN, on behalf of Mr NN and Ms AN, submits:-

- The Fund’s Discretions Policy was not followed since Mr N’s Will was not considered at the time of the decision so not all the potential beneficiaries were considered or contacted.
- NCC was aware that Mr N had two children at the time of the original decision and the payment of a dependent’s pension to each of them indicates NCC accepted that they were both dependents.
- Mr N’s judgement may well have been distorted when he was under the influence of end-of-life medication, and this is when he changed the DG nomination form.
- The LGPS guidance assumes the widow is in more need than children of the deceased with regard to death benefits. However, Mrs N was less financially dependent on Mr N than they were as she had her own income, other properties and another pension.

- There is no guarantee that they will inherit their father's half of the property, and if they do so this could be in many years' time. They may need financial help before then.

NCC's position

35. NCC submits:-

- Mr N's wishes were followed in the distribution of the death grant.
- The DG nomination form nominated his legal wife, Mrs N, to receive 100% of his death grant.
- The administrators of the Fund are not medically trained and cannot take into account the date the DG nomination form was completed.
- Mr NN and Ms AN were considered under the Regulations of the Fund. This is evident by each being paid a dependent's pension.
- Upon review, NCC looked at Mr N's Will which showed that he had made provision for Mr NN and Ms AN by leaving them his half of his house. He appeared to do this in conjunction with deciding to exclude them from the death grant, as his retirement pack was signed and dated five days earlier, and their names had been removed.
- Mrs RN provided the main support for the children and paid child maintenance to Mr N.

Adjudicator's Opinion

36. Mr NN and Ms AN's complaint was considered by one of our Adjudicators who concluded that the complaint should be partly upheld, and NCC should pay Mr NN and Ms AN £500 each in recognition of the significant distress and inconvenience which they have suffered dealing with this matter. The Adjudicator's findings are summarised below:-

- Under Regulation 46, payment of the death grant was at the absolute discretion of NCC, as the administering authority of the Fund. NCC may pay the death grant to the member's nominee, personal representatives or any person appearing to it to have been a relative or dependent of the member. As relatives of Mr N at the time of his death, Mrs N, Mr NN and Ms AN all fell within the definition of potential beneficiaries under Regulation 46. This was not in dispute.
- Discretion 2.11 stated that the decision on "the payment of a [death grant] would be made after taking into account all relevant considerations and documentary evidence, including the deceased's Expression of wish and Will."

- Since Mr N's Will was not considered by NCC within the Fund's decision-making process at the time of Mr N's death, the Adjudicator's view was that the Fund could not be said to have acted in accordance with its discretions policy.
 - This was recognised as one of several errors in the stage two IDRPs appeal decision and the matter was remitted back to NCC to consider again.
 - Having subsequently asked Mrs RN relevant questions, including details of what financial support Mr N gave Mr NN and Ms AN, based on her responses NCC said it believed it had applied its discretion appropriately when making its decision. However, at this stage NCC had still not referred to having had sight of Mr N's Will.
 - Only when NCC sent its formal response to TPO, in November 2021, had it considered Mr N's Will in its decision-making, as required in Discretion 2.11.
 - In the formal response, NCC confirmed it had considered Mr N's Will and his wishes as stated in the October 2017 and January 2018 nomination forms. It had also liaised with Mrs RN to establish more information about Mr NN and Ms AN's financial needs and Mrs RN and Mr N's contributions to these.
 - The Adjudicator accepted that NCC could have made a different decision and paid all or some of the death grant to Mr NN and Ms AN but was satisfied that the decision made by NCC to pay the death grant to Mrs N fell within the bounds of reasonability. Mrs RN, Mr NN and Ms AN's dissatisfaction with the way NCC distributed the death grant did not make its decision perverse.
 - In the Adjudicator's view there was no basis for the Pensions Ombudsman to direct NCC to reconsider its decision under the 2013 Regulations.
 - Nevertheless, in the Adjudicator's opinion, NCC's procedural errors made prior to it reviewing its decision, together with the fact that it was more than three years after the death grant was paid, and only after the involvement of TPO, that it made a properly informed decision had caused Mr NN and Ms AN non-financial injustice. In the Adjudicator's view, this merited a payment of £500 each to Mr NN and Ms AN for significant distress and inconvenience.
37. Mrs RN, on behalf of Mr NN and Ms AN, did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. Mrs RN has provided her further comments, which are:-
- NCC's initial decision to pay the death grant to Mrs N without considering all relevant information influenced NCC's subsequent decision. The weight of evidence required to make a new, fresh decision, is different to the weight of evidence required to reverse an already-made-and-actioned decision. Any reasonable decision-maker who had the evidence in front of them when making the initial decision, starting with a blank sheet, would have allocated some of the

death grant to Mr N's two dependent children. The decision to award all the death grant to Mrs N, who was not dependent on Mr N, is perverse.

- The appeals process continued at a time in their lives when Mr NN and Ms AN were studying for their GCSE and 'A' level exams. £500 each is not reflective of the distress and anxiety caused to Mr NN and Ms AN, which was more than "significant" at a time when they were both coming to terms with the loss of their father.

38. I have considered Mrs RN's further comments but they do not change the outcome. I agree with the Adjudicator's Opinion.

Ombudsman's decision

39. There is no dispute that NCC's original decision was not properly made as it failed to follow well-established principles in reaching its decision. Nor did it act in accordance with its own discretions policy.

40. NCC subsequently reconsidered its decision, taking into consideration Mr N's Will, the PEM22F form, the DG nomination form, as well as asking Mrs RN relevant questions, and reached the same finding.

41. Mrs RN says NCC's reconsidered decision was impacted by its original flawed decision.

42. NCC are not obliged to distribute part or any of a lump sum death benefit to each and every potential beneficiary. It may choose and prefer some beneficiaries over others; provided that, in coming to a decision, they follow the relevant principles.

43. Having identified the potential beneficiaries, it was for NCC to decide how to distribute the death grant. Under Regulation 46, it has a discretionary power. The extent to which I may interfere in NCC's decision is limited. I may not exercise the discretion myself. I may only remit the decision for NCC to reconsider if, and only if, I find that it failed to follow the required approach; namely, to:

- take all relevant matters into account and ignore any irrelevant matters;
- ask themselves the right questions;
- direct themselves correctly in law; in particular, they must interpret the Scheme Regulations correctly; and
- not come to a perverse decision.

44. On the PEM22F form and the DG nomination form, both completed by Mr N in the three months before his death, Mr N indicated that his wish was for NCC to exercise its discretion to pay 100% of the death grant to Mrs N. Both forms made it clear that more than one beneficiary could be nominated.

45. In his Will, Mr N left his eventual share of the jointly owned house to Mr NN and Ms AN. On the PEM22F form he appears to have initially written Mr NN and Ms AN's names in the nominee section for the death grant but then amended this to Mrs N only. NCC says, when it reconsidered its original decision, it gave weight to the fact that the Will and the PEM22F form were signed by Mr N five days apart and that Mr N had made provision for Mr NN and Ms AN in the Will.
46. Mrs RN might disagree with the weight which NCC gave to the relevant evidence, but this was for NCC to decide.
47. My view is that by considering Mr N's Will, his expression of wishes and asking relevant questions of Mrs RN, NCC followed its own discretion procedures, considered all relevant matters and no irrelevant matters, and asked the right questions. Its decision to pay Mrs N the death grant is within the range of possible decisions which a reasonable decision-maker could have reached on the facts of the case. So, it cannot be considered perverse.
48. I have seen no evidence that NCC's decision was influenced by the outcome of its flawed original decision.
49. I appreciate that Mrs RN, Mr NN and Ms AN disagree with NCC's decision not to change its original decision to award the death grant to Mrs N. However, their disagreement is insufficient reason for the complaint to be upheld.
50. Mrs RN contends that the award of £500 each to Mr NN and Ms AN is insufficient given the prolonged period NCC took to review its original decision and to give a satisfactory explanation for it, particularly as both were in education at the time and grieving the loss of their father.
51. I agree with the Adjudicator that NCC's procedural errors made prior to it reviewing its decision, together with the fact that it was more than three years after the death grant was paid, and only after the involvement of TPO, that it made a properly informed decision caused Mr NN and Ms AN non-financial injustice. However, I consider that the award of £500 is insufficient given the number of procedural issues and the time taken, which has, undoubtedly, increased the distress which Mr NN and Ms AN suffered.
52. My awards for non-financial injustice are intended to acknowledge the distress and inconvenience that applicants have suffered as a result of the errors made. I find that NCC's procedural errors merit an increased payment of £1,000 each to Mr NN and Ms AN for the serious distress and inconvenience suffered.
53. I partly uphold Mr NN and Ms AN's complaint.

Directions

54. Within 28 days of the date of the Determination, NCC shall pay Mr NN and Ms AN £1000 each in recognition of the serious distress and inconvenience which they have been caused.

Anthony Arter CBE

Deputy Pensions Ombudsman

3 May 2024

Appendix 1

The LGPS Regulations 2013 (Statutory instrument 2013/2356)

Regulation 46, Death grants: pensioner members', provides:

“(1) If a pensioner member dies before attaining the age of 75 an administering authority shall pay a death grant.

(2) The appropriate administering authority may, at its absolute discretion, pay the death grant to or for the benefit of the member's nominee, personal representatives or any person appearing to the authority to have been a relative or dependent of the member.”

Appendix 2

Pension Committee Report and appendix regarding administering authority discretions (approved by Nottingham Pension Committee on 14 September 2017):

“Discretion 2.11 Decide to whom a death grant is paid:

Decisions on the payment of a death grant will be made after taking into account all relevant considerations and documentary evidence, including the deceased’s Expression of wish and will.”

Appendix 3

Extract from the Will, as relevant:

“...2) I appoint my wife [Mrs N]...and my friend Mr T...as executors and trustees of my Will

...

7) I give to my Trustees...my beneficial share and interest (hereinafter called “my interest”) of and in the property which is my principal private residence at the date of my death (hereinafter called “the House”) on the following trusts: _

(a) my Trustees shall hold my Interest and the assets from time to time representing it on trust for [Mrs N] during the period beginning with the date of my death until [Mr N]’s death or until she marries or otherwise cohabits with another person or until she no longer wishes to reside at the House or remains absent from it for more than three months otherwise than as a result of illness (whichever is the earliest and hereinafter called “the Interest Period”) my Trustees will not sell the House during the Interest Period without [Mrs N]’s written consent and will permit her to live in and use the House rent-free during the Interest Period PROVIDED THAT she: _

(i) pays all the taxes and other outgoings;

(ii) keeps the House in reasonable repair condition and decoration;

(iii) keeps the House comprehensively insured to the full reinstatement value;

(iv) complies with any covenants and conditions to which the House is subject:

(b) it is a purpose of this trust to provide or assist in providing a home for [Mrs N] during the Interest Period, and I declare that my Trustees shall not be liable for any lack of insurance repair or payment of outgoings of the House;

(c) during the Interest Period, my Trustees may be asked to do so by [Mrs N] sell the House and if further sked to do so by her, may apply the net proceeds of the sale received by them in respect of my Interest wholly or partly in or towards all or any of the following:-

(i) The purchase of such other freehold or leasehold property (wherever situated) as [Mrs N] shall choose;

(ii) The improvement, repair or decoration of such other property;

(iii) The conveyancing and other incidental costs of sale and purchase;

(iv) The payment of any reasonable costs of temporary accommodation and/or storage of chattels for [Mrs N] between her moving out of the House and moving into any replacement property:

and the provisions of this clause including this sub-clause shall thereupon apply to such other property so purchased;

(d) if the House is sold during the Interest Period my Trustees will invest the net proceeds of the sale or such part as has not been applied in or towards the purchase improvement repair and/or decoration of any other property for [Mrs N] in whatever investments they think fit and will pay the income from those investments to her during the Interest Period;

(e) during the Interest Period, all the powers of my Trustees may be exercised by them in favour of or for the benefit of [Mrs N] even though she is one of my Trustees, and at any time during the Interest Period when she is not one of my Trustees her consent shall still be required to any exercise of my Trustees' powers in relation to the House or my Interest or any other land or buildings or interest therein subject to this clause;

(f) subject to the above, upon the date of the expiry of the Interest Period (hereinafter called "the Expiry Date"), my Trustees shall hold my Interest and the assets from time to time representing it UPON TRUST for those of [Mr NN and Ms AN] who are living at the Expiry Date and attain age 25 and in equal share if more than one PROVIDED THAT if any of [Mr NN and Ms AN] shall die before the Expiry Date, or after the Expiry Date but before attaining age 25, leaving child or children then living who shall attain age 25 such child or children shall take and in equal shares if more than one the share of this gift which his her or their parent would otherwise have inherited;

...”