

Ombudsman's Determination

Applicant	Mr N, Mr M N, Mr G N, Mrs Y, Mrs E (the Applicants)
Scheme	Tayto Group Limited Pension Scheme (the Scheme)
Respondents	The Trustees of Tayto Group Limited Pension Scheme (the Trustees) Tayto Group Limited (the Company) Aegon

Outcome

1. I do not uphold the complaints and no further action is required by the Trustees, the Company or Aegon.

Complaint summary

2. The Applicants' complaints concern the Trustees' decision not to award them a death benefit lump sum, following the death of their late sister, Miss N. They are also unhappy with the way the matter was handled.

Background information, including submissions from the parties

3. The Applicants, being the siblings of Miss N, have complained individually about the same matter. For convenience I have dealt with their complaints jointly. This Opinion applies to each complaint.
4. For the purpose of the complaints, the Trustees responded on behalf of the Company and Aegon, the Scheme's administrators.
5. The sequence of events is not in dispute, so I have only set out the salient points. I acknowledge there were other exchanges of information between all the parties.
6. The Scheme is governed by the Rules of the Tayto Group Limited Pension Scheme dated 15 August 1996 (as amended) (**the Rules**). The pertinent rule in this case is Rule 6, relevant sections of which are set out in the Appendix.

7. Miss N became a member of the Scheme in March 2011 and completed her Expression of Wishes Form (the **Form**). In the Form, dated 23 March 2011, she nominated her partner, Mr L as the sole beneficiary. The Form said:

“In the event of my death, I wish the Trustees to exercise their discretion under the Scheme Rules so that the accumulated value of my fund or any other death benefit which may be provided by the Scheme, will be paid to or for the benefit of the following people in the proportions shown.”
8. On 31 August 2018, Miss N went on sickness absence. During this time, Mr L kept the Company updated regarding Miss N's health. On 20 February 2019, Miss N died. On the same day, Mr L informed the Company of Miss N's death.
9. On 25 and 26 February 2019, Mr N discussed Miss N's death with the Company. He told it that Miss N died intestate, and he raised queries regarding the existence of the Form. The Company told Mr N it would discuss this with the Trustees.
10. On 4 March 2019, the Applicants engaged with Aegon to discuss the death benefit claim. On 5 March 2019, the Company told Mr N that Miss N had completed the Form nominating Mr L as a sole beneficiary of her pension fund.
11. On 11 March 2019, Aegon sent Mrs E a Legal Personal Representative (**LPR**) Questionnaire regarding the Applicants' claim and explained that the Trustees were going to consider their claim. The Applicants completed the LPR Questionnaire and sent it to Aegon which received it on 21 March 2019. The Applicants contended that they should be the beneficiaries and not Mr L.
12. Having processed all the information, Aegon emailed the Trustees on 10 April 2019, attaching the death certificate, LPR Questionnaire and supporting information. It told the Trustees that Miss N's fund value was £5,826.93 and it incorrectly said “No Expression of Wishes form held”. It said it would now wait for their decision regarding payment of benefits.
13. On 2 May 2019, the Applicants contacted Aegon for an update regarding their claim and expressed their dissatisfaction with how long it was taking to process their claim.
14. On 8 May 2019, Aegon wrote to Mrs E and said in summary:-
 - It understood that the Applicants were unhappy with the time it was taking to obtain a response from the Trustees.
 - It had contacted the Trustees on 10 April 2019 and provided them with all of the information in order to make a decision.
 - It was required to pay out Miss N's benefits in line with the Rules. Part of this process was to obtain a decision from the Trustees as to whom the benefits would be paid.

- It was very sorry that it had still not received a decision and for the time it was taking. It appreciated the urgency of the case, and it was keen to resolve this matter for her.
 - It would continue to keep her updated and request a decision from the Trustees.
15. Aegon contacted the Trustees on 8 May 2019 to inform them that it had received several chasers from the Applicants and that it was “keeping the matter under review and [was] continuing to seek advice.” The Trustees told Aegon that they were still considering the matter.
16. On 13 May 2019, Mrs E wrote to Aegon raising further concerns that the Trustees had taken longer than eight weeks to make a decision. She had been informed by Aegon on 10 April 2019 that the matter was signed off by the Trustees.
17. On 21 May 2019, the Trustees contacted Mrs E to arrange a meeting with her, Mrs Y and Mr N’s wife on 27 May 2019. During the meeting, the Applicants advised the Trustees that:-
- They believed Miss N was not in a relationship with Mr L. They lived separately and only saw each other at weekends.
 - They raised concerns regarding Mr L accessing Miss N’s bank account and withdrawing money from it on the day of her death. However, they did not want to take this matter forward.
 - They heard that a director of the Company, Mr S N, had been discussing details of Miss N’s pension in a local pub, following her death.
18. The Trustees told the Applicants that they would contact them in a couple of weeks to confirm if there was anything further they would like to share. A meeting was also held on the same day between the Trustees and Mr L to discuss the beneficiary of Miss N’s death benefits and the background of his relationship with Miss N. Mr L said in summary:-
- He was aware of the Form as Miss N had informed him that he was a beneficiary.
 - He was Miss N’s partner, but they chose to live separately and met up every weekend.
 - He and Miss N were in a relationship for a long time and regularly went on holidays together.
 - They had stayed together during the period of Miss N’s illness, and he continued to visit her.
 - Miss N gave him access to her bank account. He withdrew money at Miss N’s request to buy food and provisions for her.

- He admitted he withdrew a small amount of money on the day of Miss N's death, which in hindsight did not look good.
 - Miss N had included Mr L in her funeral arrangements with the local Credit Union.
19. On 5 June 2019, the Trustees contacted Mrs E to ask if there was anything else the Applicants wanted to add. Mrs E confirmed there was nothing else that they wished to share with the Trustees. The Trustees also advised that as the chairman of the Trustees was going on holiday, this would delay a decision being made.
20. On 25 June 2019, the Trustees met with Mr L to check whether he had anything further to share. Mr L advised the Trustees he had nothing to add.
21. On 28 June 2019, the Trustees held a meeting to review the case. They considered the Form, being the only evidence of Miss N's intention for payment of her death benefits. They agreed the Form was valid and subsisting.
22. The Trustees reached their decision on 28 June 2019. In their minutes they concluded:-
- They considered the Form to be valid and decided that the death benefit lump sum should be paid to Mr L. This was based on all the information gathered from the parties.
 - The Death in Service Benefit of £16,143.49 should be paid to the five siblings together with Statutory Sick Pay of £141.26 owing to Miss N.
 - Mr L could not be considered for these benefits as he was not Miss N's Civil Partner.
23. On 1 July 2019, the Trustees informed all parties of their decision.
24. On 8 July 2019, Aegon wrote to Mrs E in response to her further concerns raised on 13 May 2019. It said in summary:-
- It offered its sincere apologies for the time it had taken to obtain a decision from the Trustees. It was also sorry that Mr N was initially told that it did not hold a valid Form.
 - It was now pleased to confirm that the decision had been made and the death benefit lump sum was payable to Mr L, who was Miss N's nominated beneficiary.
25. On 8 December 2020, Mr N wrote to the Trustees asking them to respond to the Applicants' complaint under the Scheme's Internal Dispute Resolution Procedure (**IDRP**). On 22 December 2020, the Trustees acknowledged the request and told Mr N they would engage with the matter after the Christmas holiday.
26. On 8 February 2021, Mr N submitted a complaint under IDRP on behalf of the Applicants. In summary he said:-

- They had requested IDRPs several times on 20 May 2019, 1 March 2020 and 5 May 2020.
- They suggested that the decision had already been made in advance of the Trustees' decision of 28 June 2019.
- They were unhappy with the Trustees' decision to award Mr L the death benefit lump sum.
- They were unhappy with Aegon. It had incorrectly told them that there was no Form. However, the Trustees later confirmed that there was one completed by Miss N.
- During Miss N's illness, the relationship with Mr L deteriorated and he seldom visited her during her last days. The Applicants were the only support Miss N had.
- The Trustees had questioned why Miss N's bank account was closed so quickly after her death. They believe the Trustees judged the Applicants regarding this matter.
- Mr S N had discussed Miss N's pension matters publicly.
- They organised and paid for the funeral, provided the food for the wake, and cleared Miss N's personal belongings from her flat. At no stage did Mr L contribute to any of this either from any financial or personal assistance point of view.
- They believed the arrangement of the Form should have been reciprocal, but this was not the case. Mr L had nominated his daughter as a beneficiary which gave credibility that Miss N's intention was to change her wishes. A blank Expression of Wishes Form had been found at her flat, but due to her illness she was not able to complete it.
- The Trustees had told them, at the meeting on 27 May 2019, that the Form should be kept current. The Form was not current as it was completed by Miss N in 2011.

27. On 19 March 2021, the Trustees sent Mr N their IDRPs response that said in summary:-

- They had no record of receiving letters requesting a copy of the IDRPs dated 20 May 2019, 1 March 2020 or 5 May 2020. As of 20 May 2019, no decision had been taken, so payment of Miss N's pension was not in dispute at this date.
- They had replied to Mr N's correspondence dated 8 December 2020. He had subsequently raised an IDRPs complaint on 8 February 2021, which they were responding to.
- No decision was made regarding the payment of death benefits until 28 June 2019 and the decision was conveyed to Mrs E, being the Applicants'

representative at the time. They had not assumed Miss N had a partner but reflected the evidence, as noted in the Form, that Mr L was a sole beneficiary.

- The Form was held by them and not by Aegon. They had no evidence of Miss N's intention to amend the instructions in the Form.
- They had enquired about the status of Miss N's bank account on 27 May 2019, following monies being transferred during the week of her death. They were not making a judgment concerning the closure of the account, rather were seeking to understand the rationale behind the closure, which was discussed at the meeting of 27 May 2019.
- The final pension value was £5,845.46 which represented continuous service in the Scheme. This was throughout Aegon's acquisition of the Blackrock platform in July 2018.
- They were notified of the Applicants' complaint, on 9 October 2019, by Aegon.
- The death benefit was payable at their discretion having due consideration for the member's circumstances and any associated nomination made in the Form. In exercising their discretion, they adopted the standard principles and reviewed the facts.
- Miss N died intestate and the only document to support her intentions for the pension, was the Form she completed on 23 March 2011.

28. In a letter dated 19 March 2021, the Company told Mr N in summary:-

- It became aware of the Applicants' concern over a reported conversation held in public by Mr S N.
- Mr S N could not have been aware of Miss N's pension arrangements at that time to discuss it. However, he was aware of the death in service arrangements all employees had by reason of their employment.
- The dissatisfaction was fed back to Mr S N but an offer to meet with him to discuss the matter had been declined by the Applicants.
- Mr S N's apology was communicated to Mrs E in June 2019.
- It wanted to assure him that no harm was intended to Miss N or the Applicants.
- It expressed its respects for Miss N at her funeral which management and administrative colleagues attended. It was sorry for any upset that may have been caused by it not sending a letter of condolence to the Applicants.

The Applicants' position

29. The Applicants submit:-

- They have suffered undue stress and inconvenience arising, since Miss N's death, from all parties.
- The Trustees failed to take into account all the relevant factors and based their decision on the Form that was not valid.
- Mr N had written to the Company on three occasions requesting IDRPs.
- Miss N's reputation was tarnished by Mr S N who openly discussed her pension and death benefits amounts in a public place.
- All parties were continually giving them conflicting and misleading information causing stress to all concerned.
- It took too long to finalise the matter.

The Trustees' position

30. The Trustees submit:-

- Neither the Trustees nor the Company had received requests from Mr N regarding the IDRPs.
- However, once they had received the request on 8 December 2020, they had subsequently investigated the matter under IDRPs.
- They engaged with the Applicants in a sympathetic manner throughout the whole process and addressed all matters in a timely manner.
- Their first communication with the Applicants was on 26 February 2019 and the final communication was on 1 July 2019, which was under four and a half months. They believe this to be an expedient timeframe for dealing with this matter.
- They would usually seek to be in a position to make a decision within three months of the date of death and arrange payment thereafter. This is assuming there are no delays due to investigations or correspondence with relevant parties.
- Mr S N did meet socially with Mr N on a separate occasion to discuss the alleged conversation about Miss N's affairs. Mr N accepted the assurances given by Mr S N in the conversation that he did not know any details of Miss N's pension.
- They believe their decision to be correct. When making the decision they took into account the following:-
 - Miss N had not completed a will and died intestate.

- The Rules provided that a lump sum payable will be paid by the Trustees in accordance with Rule 6B.
 - Under this Rule, there was a list of potential beneficiaries including Mr L and the siblings of Miss N. Miss N left no dependants.
 - The only evidence supporting Miss N's intentions was the Form she completed in March 2011. Mr L was nominated in the Form as a sole beneficiary.
 - Miss N had included Mr L in her death benefit arrangements with the local Credit Union.
 - The evidence suggested Mr L and Miss N were in a relationship while living in separate homes during the week and met together every weekend.
- Further, they engaged with Mr N in January, June and July 2021 to help address the Applicants' concerns. However, Mr N informed them that he and his wife were unable to meet with them due to other pressing family matters.

Adjudicator's Opinion

31. The Applicants' complaints were considered by one of our Adjudicators who concluded that no further action was required by the Trustees, the Company or Aegon.
32. The Adjudicator's findings are summarised in paragraphs 33 to 47 below:-
33. The role of the Pensions Ombudsman is to consider whether the procedure that the Trustees followed in exercising their discretion was reasonable. There are some well-established principles which a decision-maker is expected to follow in exercising its discretion. Briefly, it must take into account all relevant matters and no irrelevant ones. It must not make a perverse decision, that is a decision which no reasonable decision-maker, properly directing itself, could arrive at in the circumstances. If the Pensions Ombudsman is not satisfied that the decision has been taken properly, he can ask the decision-maker to look at the matter again. However, the Pensions Ombudsman will not usually replace the decision with a decision of his own or say what the subsequent decision should be.
34. A decision-maker must consider and weigh all the relevant evidence, but the weight to attach to any piece of evidence is for the decision-maker to decide. In fact, a decision-maker could, if it wished, attach no weight at all to a piece of evidence. The only requirement is that the evidence is considered.
35. The Adjudicator considered Rule 6B of the Rules that states:

"Any lump sum death benefit, other than the lump sum death benefit payable under Rule 6A(iii) Rule A(B)(i)...will be paid by the Trustees at their discretion to either the Member's personal representatives or to any one or more of the

Beneficiaries or used for their benefit, in such shares and in such manners as the Trustees decide.”

36. In this case, under Rule 6A, the death benefit included the payment of a lump sum of the full accumulated value of Miss N’s contributions. Rule 6B allowed the Trustees to use their sole discretion to decide how and to whom this lump sum was paid.
37. Rule 6B sets out who is entitled to receive a lump sum payment. There is no requirement that the lump sum must be paid only to dependants, nominees or successors. Under the Rules, the lump sum can be paid to a wide range of individuals, including any person nominated by the member.
38. Miss N died intestate and did not leave any spouse, civil partner or dependants. So, the Trustees established that the Applicants were classed as beneficiaries under “any person...with an interest”. Mr L was classed as beneficiary under “any person or charity, club or society which the Member has nominated in writing to the Trustees as a possible recipient of the lump sum or part of it.”
39. The Trustees considered who the death benefit lump sum should be paid to as required by Rule 6B. The Trustees have fully detailed the circumstances relevant to the decision. In the Adjudicator’s view, they acted within their discretion to make such a decision and explained their reasons/rationale for their decision.
40. The Trustees established that Mr L was in a relationship with Miss N although he lived independently of Miss N. They found that during the seven year period from the date of the completion of the Form to the date of Miss N’s illness, Mr L and Miss N always spent holidays together. Miss N also named Mr L with the local Credit Union regarding her funeral arrangements. Consequently, the Trustees saw no evidence that Miss N’s relationship with Mr L had changed.
41. The Trustees had arranged separate meetings with the Applicants and Mr L to obtain further information and understand the circumstances of Miss N’s relationship. The Trustees also followed up with all parties after the face to face meetings to confirm whether they wished to provide any further information. As a result, the Adjudicator was satisfied that the Trustees had sight of all the Applicants’ and Mr L’s submissions in support of their respective claims during all stages of the claim.
42. Having considered all available evidence, the Trustees decided to pay Mr L the death benefit lump sum under Rule 6A (i). The Adjudicator’s view was that the Trustees had correctly interpreted the Rules and the decision was reached in a proper manner. The Trustees took into account all relevant matters and no irrelevant ones. They asked themselves the correct questions and arrived at a decision which was not perverse.
43. Regarding the way in which the matter was handled, the Applicants maintained their dissatisfaction that Mr S N had discussed Miss N’s pension matters publicly after her funeral. The Adjudicator noted that the Company had conveyed an apology from Mr S N to the Applicants and they had indicated they did not wish to pursue it any further.

Regardless, the Adjudicator considered that this issue did not amount to pension maladministration as it was not related to the Scheme.

44. The Applicants were not happy with the amount of time the Trustees took to make a decision. The Trustees said it may take them three months on average from the date of death, to make a decision regarding the death benefits. However, this was assuming there were no delays with obtaining information and meeting with parties. The Adjudicator noted the Trustees had taken just under four and a half months to make a decision. This was including Aegon's time to obtain all the necessary information from the parties involved. In the Adjudicator's view, this was not an unreasonable amount of time. The Adjudicator said this because the case involved a number of potential beneficiaries and concerned some sensitive issues.
45. The Adjudicator was satisfied that, even though the Trustees took longer than the average time to make a decision, it was not due to any maladministration. The fact that the Trustees took time to consider all the issues and arranged meetings with the parties, was only to enable them to make a proper decision. The Trustees also provided regular updates and apologised for the small delay in June 2019 due to a holiday.
46. The Applicants were not happy that Aegon first said there was no completed Form and later found out the Form existed. The Adjudicator was satisfied that the Trustees had apologised for this and had explained that it was the Trustees and not Aegon who held Miss N's Form. The Adjudicator was of the view that the apology was sufficient in the circumstances.
47. The Adjudicator appreciated the Applicants' position in that they believed the death benefit should have been paid to them. But, in her view, the process followed by the Trustees was not flawed nor was the decision not to pay the death benefit lump sum to the Applicants unreasonable such that it could be considered perverse. In the Adjudicator's opinion, I would not instruct the Trustees to reconsider their decision. Consequently, her view was that the complaints should not be upheld.
48. The Applicants did not accept the Adjudicator's Opinion and the complaint was passed to me to consider. They provided their further comments which do not change the outcome. A summary of the Applicants' points is set out in paragraphs 49 to 59 below:-
49. The Trustees have made a biased decision, that no reasonable person would make, by ignoring a number of aggravating factors. They have made their own narrative fit their decision making.
50. The Trustees wrongly identified the potential beneficiaries stating that the whole benefit would be paid to Mr L without further communication with the Applicants. They believe that the Trustees placed too much weight on the evidence provided by Mr L and failed to make reasonable enquiries with the Applicants. The Trustees solely relied on the Form that was completed by Miss N over seven years previously and failed to obtain her updated Form.

51. They were denied access to IDRPs which was delaying tactics that had caused emotional and mental anguish.
52. They are financially secure and do not need money. So, reading the Adjudicator's complaint summary was very disheartening.
53. Aegon misled them on numerous occasions regarding the existence of the Form and failed to investigate their complaints in line with its own procedures.
54. When Miss N's bank account was closed, the Trustees had suggested an "ulterior motive". In fact it had to be closed because Mr L had taken Miss N's money.
55. Apologies regarding discussing Miss N's pension matter in public "do not make wrongs right."
56. A lot of the Trustees' submissions were claimed to be factual but are fabrications.
57. The relationship between Miss N and Mr L had soured and was irrevocably altered by her illness. For example, he did not visit her in the hospital.
58. The Trustees failed to investigate how Miss N obtained the blank Form to change her wishes. So, Aegon failed by issuing the blank Form and not subsequently obtaining a completed Form.
59. Company representatives from management did not attend the funeral. Only Miss N's colleagues from the factory floor attended or passed their condolences to the Applicants.
60. I note the additional points raised by the Applicants, but I agree with the Adjudicator's Opinion.

Ombudsman's decision

61. The Applicants' complaints concern the Trustees' decision not to award them a death benefit lump sum, following the death of their late sister, Miss N. They are also unhappy with the way the matter was handled.
62. I appreciate that the Applicants find the complaint summary very disheartening. Nevertheless, I consider this to be the complaint that they brought.
63. I have carefully considered the information provided by all parties to the complaints. The issue at the heart of the complaints is whether the Trustees properly exercised their discretion when they decided to whom the death benefits should be paid.
64. The Applicants made a number of comments regarding the Company's conduct throughout the duration of the claim. I appreciate this must have been a difficult and upsetting time for the Applicants, however, it is outside of my remit to consider or make a finding on this matter as it is not related to the Scheme.

65. My role is limited to ensuring the decision making process was correctly followed. I can only interfere with the decision if the decision maker: failed to take something relevant into account or took something irrelevant into account; reached a decision no reasonable person could have reached; failed to ask the correct questions as determined by the Rules; or failed to construe and follow the Rules correctly.
66. The Applicants have raised a number of points concerning the Trustees' conduct in relation to its responses to the complaint and the distribution of the death benefits. I have not found the Trustees' conduct in relation to its communications misleading or dishonest. I find that the Trustees, the Company and Aegon were supportive of the Applicants' position, kept them regularly updated and were not deliberately unhelpful.
67. In relation to the Trustees' decision regarding the distribution of the death benefits, the Applicants made a number of points in relation to Miss N and Mr L's relationship which they say had worsened after Miss N's illness. However, the Trustees were responsible for determining who the potential beneficiaries were, and what proportion, if any, of the death benefits should be awarded to any class of potential beneficiaries. In this case, the potential beneficiaries were Mr L, and the Applicants.
68. The Trustees do not have to pay benefits to every one of the potential beneficiaries or to pay each potential beneficiary equally. Provided that other requirements, such as considering all of the relevant information, have been complied with, the Trustees are permitted to prefer the interest of some beneficiaries over that of others.
69. The Trustees are entitled to consider a 'nomination' by the member. A nomination is an indication given by the member during the member's lifetime about the person or persons to whom they would like death benefits to be paid in the event of their death. The Applicants have pointed to the fact that Miss N had obtained a new form as evidence that she wished to change her nomination, however it remained blank. It is the member's responsibility to make sure that their wishes are updated by completing a new Form.
70. The fact that Miss N did not complete a new Form, does not invalidate the earlier completed Form and the Trustees cannot simply speculate on the reasons why she may have obtained a new one or why she had not updated her Form. Having said that, the Trustees are still required to properly exercise their discretion, including identifying and considering all the potential beneficiaries, and not just the person nominated by the member.
71. In this case, the Trustees decided to pay all of the death benefits to Mr L who was Miss N's nominee. It has been alleged by the Applicants that the Trustees have exercised their discretion improperly. The Applicants believe that as the relationship between Mr L and Miss L deteriorated in the period leading up to her death, Mr should not have been solely considered for the payment of death benefits. I appreciate their comments, but this does not mean that the decision was taken incorrectly. I find that the Trustees properly considered all the information provided by

the parties. I have seen no reason why this would have been a perverse decision to reach.

72. Regarding the way the matter was handled, the Applicants have maintained their dissatisfaction that Mr S N discussed Miss N's pension matters publicly at the funeral. They said the apology was not sufficient given the circumstances of the case. This issue does not amount to pension maladministration as it was not related to the Scheme. So, I cannot make any finding relating this issue. As the Applicants feel strongly about this particular issue, they may wish to contact the Company directly regarding this matter.

73. I do not uphold the Applicants' complaints.

Anthony Arter CBE

Deputy Pensions Ombudsman
23 March 2023

Appendix

Rule 6 of the Scheme Rules.

Death Benefits

6A. Benefits payable on a member's death

"If an unmarried Active Member dies in Service before his Normal Pension Age a benefit will be payable of an amount equal to the sum of:

- (i) the total contributions paid by the Member under Rule 3D;
- (ii) the full accumulated value of any additional voluntary contributions paid by the Member in accordance with Rule 3C; and
- (iii) a lump sum.

...

6B. Payment of lump sum on death

Any lump sum death benefit, other than the lump sum death benefit payable under Rule 6A(iii) Rule A(B)(i), will be paid by the Trustees at their discretion to either the Member's personal representatives or to any one or more of the Beneficiaries or used for their benefit, in such shares and in such manners as the Trustees decide. But if the benefit is not paid within two years of the Member's death, it will be paid to the Member's personal representatives, unless there is no will of the Member under which it will pass and the successor on the Member's intestacy is the Crown of the Duchy of Lancaster or the Duke of Cornwall, in which case the Trustees will hold the benefit as part of the Scheme assets and may apply it for such purposes of the Scheme as they shall decide. Interest will only be added if the Trustees so determine and the limits set out in Rule 25 are not exceeded."

Definitions under the Rules

"The "Beneficiaries" are the Member's widow or widower or civil partner, the Member's grandparents and their descendants (and the spouses, civil partners, widows or widowers of those descendants) the Member's Dependants, any person (except the Crown or the Duchy of Lancaster or the Duke of Cornwall) with an interest in the Member's estate and any person or charity, club or society which the Member has nominated in writing to the Trustees as a possible recipient of the lump sum or part of it."